

ADOPTION NOTICE

NON-SWITCHED LOCAL AND INTRASTATE INTEREXCHANGE SERVICES

Phynx Fiber hereby adopts, ratifies, and makes its own in every respect all tariffs of Kingdom Telecommunications, Inc., filed with and approved by the Missouri Public Service Commission before the effective date of this tariff.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Phynx Fiber within the State of Missouri. This tariff is on file with the Missouri Public Service Commission and copies may be inspected during normal business hours, at the Company's principal place of business.

CANCELLED - Missouri Public Service Commission - 06/01/2025 - XN-2025-0312 - JX-2025-0152

Issued: April 8, 2021

Renée Reeter
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Effective: April 18, 2021

FILED
Missouri Public
Service Commission
XN-2021-0337; YX-2021-0182

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

REGULATIONS AND SCHEDULE OF CHARGES
APPLICABLE TO INTRASTATE LONG DISTANCE MESSAGE
TELECOMMUNICATIONS SERVICE FURNISHED BY

KINGDOM TELECOMMUNICATIONS, INC.
d/b/a PHYNX FIBER

BETWEEN POINTS WITHIN THE STATE OF MISSOURI, AS SPECIFIED HEREIN.
SERVICE IS PROVIDED BY MEANS OF WIRE, RADIO, TERRESTRIAL OR
SATELLITE FACILITIES OR ANY COMBINATION THEREOF,
AS SPECIFIED HEREIN.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Kingdom Telecommunications, Inc. d/b/a Phynx Fiber within the State of Missouri. This tariff is on file with the Missouri Public Service Commission and copies may be inspected during normal business hours, at the Company's principal place of business.

Kingdom Telecommunications, Inc. d/b/a Phynx Fiber operates as a competitive telecommunications company as defined by Case No. LA-2010-0144 with the State of Missouri.

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLICABLE TO KINGDOM TELECOMMUNICATIONS SERVICES, INC.**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Kingdom Telecommunications Services, Inc. This tariff is on file with the Missouri Public Service Commission and copies may be inspected during normal business hours, at the Company's principal place of business.

Kingdom Telecommunications Services, Inc. operates as a competitive telecommunications company as defined by Case No. LA-2010-0144 within the State of Missouri.

Issued: June 4, 2010

Effective: July 19, 2010

CANCELLED
April 18, 2021
Missouri Public
Service Commission
XN-2021-0337; YX-2021-0182

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FILED
Missouri Public
Service Commission
JX-2010-0689

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICEWAIVER OF RULES AND REGULATIONS

Pursuant to Case No. LA-2010-0144, the following statutes and rules have been waived for purposes of offering telecommunications services as set forth herein:

STATUTES

Section 392.210.2	System of Accounts
Section 392.240.1	Rates-reasonable average return on investment
Section 392.270	Property valuation
Section 392.280	Depreciation rates
Section 392.290	Issuance of stocks and bonds
Section 392.300	Transfer of capital stock
Section 392.310	Issuance of stocks and bonds
Section 392.320	Issuance of stocks and bonds
Section 392.330	Issuance of stocks and bonds
Section 392.340	Reorganization

COMMISSION RULES

4 CSR 240-10.020	Income on depreciation fund investments
4 CSR 240-30.040	Uniform System of Accounts
4 CSR 240-3.550(4), (5)(A) and 5(C)	Records and Reports
4 CSR 240-32.060	Engineering and Maintenance
4 CSR 240-32.070	Quality of Service
4 CSR 240-32.080	Service Levels
4 CSR 240-33.040(1)-(3) and (5)-(10)	Billing and Payment
4 CSR 240-33.045	Charge on Bills
4 CSR 240-33.080(1)	Billing
4 CSR 240-33.130(1), (4) and (5)	Operator Service

Issued: June 4, 2010

Effective: July 19, 2010

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FILED
Missouri Public
Service Commission
JX-2010-0689

TABLE OF CONTENTS

Sheet No.

Waiver of Rules and Regulations	2
Table of Contents	3
Tariff Format	4
Application of Tariff	5
Service Description	5
Regulations	6
Intraexchange Private Line	25
Customer Proprietary Network Information (CPNI) and Business Customers	25
Rates	26

EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below.

- D - To Signify Deleted or Discontinued Material
- I - To Signify a Rate Increase
- M - To Signify Text Moved from Another Tariff Location
- N - To Signify New Material
- R - To Signify a Rate Reduction
- T - To Signify Change in Text or Regulation, but No Change in Rate or Charge

TARIFF FORMAT

- A. Sheet Numbering – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff.
- B. Sheet Revision Numbers – Revision numbers also appear in the upper-right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Page 14 cancels 3rd Revised Page 14.
- C. Paragraph Numbering Sequence – There are various levels of alphanumeric paragraph coding. Each level of coding is subservient to its next higher level of coding.
 - 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)

1. APPLICATION OF TARIFF

This tariff contains the intrastate regulations and rates applicable to the provision of Telecommunications Service by Kingdom Telecommunications, Inc. (hereinafter referred to as the Company or KTI) within the State of Missouri, as specified herein.

The Company's Service is furnished subject to transmission, atmospheric and like conditions. Service is offered pursuant to rates, terms and conditions set forth in this tariff. Service is offered via the company's facilities in combination with resold services provided by other certified carriers.

The rates, rules and regulations contained herein are subject to change pursuant to the rules and regulations of the Missouri Public Service Commission ("MoPSC").

2. SERVICE DESCRIPTION

Company provides services for the transmission of telecommunications, including private line, within the State of Missouri.

3. REGULATIONS

3.1 Undertaking of the Company

3.1.1 Scope

The Company undertakes to provide telecommunication Services in accordance with the terms and conditions set forth in this tariff.

3.1.2 Shortage of Facilities

The Company's Service is subject to availability of suitable facilities. The Company reserves the right to provide services only to and from locations where the necessary facilities and/or equipment are available. The Company reserves the right to limit the length of communications or to discontinue furnishing Service when necessary because of lack of satellite or other transmission medium capacity or because of any force majeure condition.

3.1.3 Liability of the Company

- A. Except as stated in this Section 3.1.3, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- B. The liability of the Company for damage resulting in whole or in part from, or arising in connection with, the furnishing of Service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentation shall not exceed the dollar amount of the call in which the Service disruption occurred. Such dollar amount shall be credited on the customer's next billing cycle.

3. REGULATIONS (continued)

3.1.3 Liability of the Company (continued)

- C. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, flood or other catastrophes, or any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies, insurrections, riots, wars or other labor difficulties.
- D. The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used to provide the Company's Service. Nor shall the Company be liable for any damage or losses due to the failure or negligence of the Customer or due to the failure of Customer-provided equipment, facilities or services.
- E. The Company reserves the right to discontinue furnishing Service without notice to the Customer when necessitated by conditions beyond its control or when the Customer is believed to be using the Service in violation of the provisions of this tariff or in violation of the law.

3. REGULATIONS (continued)

3.1.3 Liability of the Company (continued)

- F. Calls to a foreign country or area, or calls routed through a foreign country or area, are subject to such restrictions as may be enforced from time to time by the authorities in that country or area.
- G. The Company, at its discretion, may discontinue or suspend all or a portion of its Service without notice to the Customer, by blocking facilities to certain countries, or by blocking calls placed using certain Authorization Codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore its Service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new Authorization Code to replace the one that may have been deactivated.
- H. All or any portion of the Company's Service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by or acts or omissions of any third parties.
- I. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. REGULATIONS (continued)

3.1.3 Liability of the Company (continued)

- J. In the event parties other than the Customer (e.g., Customer's authorized users) shall have use of the Service directly or indirectly through the Customer, then Customer agrees to forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any defects. The Company shall have no liability to any person or entity other than its Customer.
- K. Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by the Company's negligence or willful misconduct, the Company is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's equipment, data, programs, or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Company-provided network facilities or Customer premise equipment. Customer is responsible for any Company service or usage charges resulting from any such unauthorized access, unless a tariff, schedule, or other written agreement expressly states otherwise.

3.1.4 Claims

- A. The Company shall be indemnified and saved harmless by the Customer from and against all loss, libel, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright, trademark, trade name or patent resulting from use of the Company's Service; and any other claim resulting from act or omission of the Customer or Customer's authorized user relating to the use of the Company's Service.
- B. The Company shall not be liable for use, misuse, or abuse of a Customer's Service by third parties, including, without limitation, the Customer's employees, guests or members of the public who dial the Customer's telephone number in error. Compensation for any injury the Customer may suffer due to the fault of others must be sought from such other parties.

3. REGULATIONS (continued)

3.1.4 Claims (continued)

- C. The Company is not liable for any damages, including but not limited to, toll and long distance usage charges, the Customer may incur as a result of unauthorized use of the Customer's telephone facilities or Company Authorization Codes. The Company may work with the Customer to recommend possible solutions to reduce unauthorized use. However, the Company does not warrant or guarantee that its recommendations will prevent unauthorized use, and the Customer is responsible for controlling access to, and use of, its own telephone facilities and Company Authorization Codes.

3.1.5 Provision of Equipment and Facilities

- A. Except as otherwise indicated, Customer-provided station equipment at the Customer's premises for use in connection with this Service shall be so constructed, maintained and operated as to work satisfactorily with the Company's Service.
- B. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is used in connection with the Company's Service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of Service under this tariff and to the maintenance and operation of such Service in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
1. the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in such transmission; or
 2. the reception of signals by Customer-provided equipment.

3. REGULATIONS (continued)

3.2 Use of Service

The Company's Service may be used to transmit communications of the Customer in a manner consistent with the terms of this tariff and the policies and regulations of the Federal Communications Commission.

- A. The Service is provided for use by the Customer and may be used by others, when so authorized by the customer, providing that all such usage shall be subject to the provisions of this tariff.
- B. The Service is furnished subject to the condition that it will not be used for an unlawful purpose, and there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of the service includes, but it not limited to;
 - 1. The use of the Service of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable to the Service.
 - 2. The obtaining, or attempting to obtain, or assisting another to obtain or attempt to obtain, Long Distance Message Telecommunications Service by rearranging, tampering with or making connection with any service components of the Company or by any trick, scheme, false representation or false credit device, or by or through any other fraudulent means or device whatsoever with intent to avoid payment, in whole or in part, of the regular charge for such Service.

3. REGULATIONS (continued)

3.2 Use of Service (continued)

3. The use of the Service of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another.
 4. The use of profane or obscene language.
 5. The use of the Service in such a manner as to interfere unreasonably with the use of the Service by one or more other Customers, or harm the facilities of the Company or others.
- C. In the event the Company determines, in its sole judgment, that there is fraudulent use of either the Services furnished by the Company or the Company's network, the Company will, without notice to the Customer or liability to the Company, discontinue Service and/or seek legal recourse to recover from the Customer all costs involved in enforcement of this provision.

3.3 Payment for Service

The Customer is responsible for payment of all charges for Service provided by the Company and all applicable taxes. Applicable taxes appear as separate line items on the Customer's invoice.

3. REGULATIONS (continued)

3.4 Discontinuance of Service

3.4.1 The Company may discontinue the service under the following circumstances, provided suitable notice has been given to the customer, as required.

- A. Non-payment of any sum due to the Company for service for more than thirty-one (31) days (Business) or more than nineteen (19) days (Residential) beyond the date of rendition of the bill for such services; or (T)
- B. A violation of or failure to comply with any regulation governing the furnishing of service; or (T)
- C. An order of a court or other government authority having jurisdiction which prohibits the Company from furnishing service; or
- D. Failure to post a required deposit; or
- E. Material misrepresentation of identity in obtaining service or the use of service in a manner that in the opinion of the company constitutes fraud or abuse.

3.4.2 Service shall be disconnected unless written notice by first class mail or electronic mail delivery is sent or delivered to the customer at least 8 days prior to the date of the proposed discontinuance. At least 24 hours preceding discontinuance, a reasonable effort shall be made to contact the customer to advise him of the proposed discontinuance and what steps must be taken to avoid it. (T)

3. REGULATIONS (continued)

3.4 Discontinuance of Service

- 3.4.1 The Company may discontinue the service under the following circumstances, provided suitable notice has been given to the customer, as required.
- A. Non-payment of any sum due to the Company for service for more than thirty-one (31) days beyond the date of rendition of the bill for such services; or
 - B. A violation of or failure to comply with any regulation governing the furnishing of service; or
 - C. An order of a court or other government authority having jurisdiction which prohibits the Company from furnishing service; or
 - D. Failure to post a required deposit; or
 - E. Material misrepresentation of identity in obtaining service or the use of service in a manner that in the opinion of the company constitutes fraud or abuse.
- 3.4.2 Service shall be disconnected unless written notice by first class mail is sent or delivered to the customer at least 10 days prior to the date of the proposed discontinuance. At least 24 hours preceding discontinuance, a reasonable effort shall be made to contact the customer to advise him of the proposed discontinuance and what steps must be taken to avoid it.

Issued: June 4, 2010

Effective: July 19, 2010

CANCELLED
May 15, 2021
Missouri Public
Service Commission
JX-2021-0196

Michael Fugate
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FILED
Missouri Public
Service Commission
JX-2010-0689

3. REGULATIONS (continued)

3.5 Obligations of the Customer

- 3.5.1 The Customer shall be responsible for damages to the Company's facilities or that of its Local Exchange Carrier(s) caused by the act or omission of the Customer, its authorized users, officers, directors, employees, agents, contractors, licensees or invitees or any person or entity who gains access to the Service of the Customer through the negligence of the Customer.
- 3.5.2 The Customer shall provide access to the Customer's or Authorized User's premises by Company personnel for inspection, repair and/or removal of any facilities or equipment of the Company on a reasonable basis, twenty-four (24) hours per day, seven (7) days a week.
- 3.5.3 The Customer will guarantee the compliance by the Customer's Authorized User(s) with all provisions of this tariff and contractual obligations between the Customer and the Company. The Customer will be liable for the acts or omissions of its Authorized User(s) relative to compliance with the provisions of this tariff.

3. REGULATIONS (continued)

3.5 Obligations of the Customer (continued)

- 3.5.4 The Customer may not assign or transfer to a third party, whether by operation of law or otherwise, the right to use the Service provided under this tariff, provided however, that, where there is no interruption or relocation of use, such assignment or transfer may be made to the following:
- A. Another Customer of the Company, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including, but not limited to, all indebtedness for such Service, and the unexpired portion of the minimum period and the termination liability applicable to such Service, if any; or
 - B. A court-appointed receiver, trustee or other person acting pursuant to the laws of bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer, but not limited to, all indebtedness for such Service, and the unexpired portion of the minimum period and the termination liability applicable to such Service, if any.
- 3.5.5 If the Customer wishes to assign or transfer the right to use the Service provided under this tariff, written consent of the Company is required prior to such assignment or transfer, which consent may be granted or withheld at the sole discretion of the Company. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

3. REGULATIONS (continued)

- 3.5.6 The assignment or transfer of Service does not relieve or discharge the assignor or transferor from remaining jointly and severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.
- 3.5.7 The Customer must obtain an adequate number of access lines for service to handle its expected demand in order to prevent interference or impairment of the Service or any other Service provided by the Company. The Company will have the right to determine such adequacy giving due consideration to (1) the total call volume, (2) average call duration, (3) time-of-day characteristics, and (4) peak calling period. The Company, without incurring liability and without notice to the Customer, may disconnect or refuse to furnish Service to any Customer that fails to comply with these conditions.
- 3.5.8 Any mistakes, omissions, accidents, interruptions, delays, errors or defects in Transmission or Service which are caused or contributed to, directly or indirectly, by an act or omission of the Customer, by others through the use of facilities or equipment furnished by any other person using the Customer's facilities shall not result in any liability to the Company. The Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including the costs of any Local Exchange Carrier labor and materials. The Company shall be indemnified, defended and held harmless by the Customer against any and all claims, demands, causes of action and liability relating to Services provided pursuant to this agreement, including payment to the Company associated with reasonable attorney's fees.

3. REGULATIONS (continued)

3.6 Billing and Payment Regulations

- 3.6.1 Service shall be provided and billed for on a monthly basis. Service shall continue to be provided until the Company's receipt of a written or verbal request from the customer for the disconnection of service, unless other restrictions apply. Payment is to be made at the address designated on the invoice or such other location as the Company may direct in writing from time to time. In addition to charges for the Company's Service, the Customer shall pay any applicable Federal, state or local use, excise, sales or privileges taxes or assessments such as the Universal Service Fund assessment, resulting from the Services furnished by the Company. Such taxes or assessments shall not be counted toward the attainment of any volume or revenue commitment and will not be discounted.
- 3.6.2 The Customer is responsible for payment of all charges for Service furnished by the Company. This includes payment for calls or Service:
- A. Originated at the Customer's number(s) whether authorized or not;
 - B. Accepted at the Customer's number(s) (e.g. 800/888/877 Service);
 - C. Billed to the Customer's number via third number billing, a calling card, a Company-assigned Authorization Code, or other special billing number; or
 - D. Incurred at the request of the Customer.

3. REGULATIONS (continued)

3.6 Billing and Payment Regulations (continued)

- 3.6.3 The Customer's responsibility for payment of all charges for Service furnished by the Company is not changed by virtue of any use, misuse, or abuse of the Customer's Service or Customer-provided systems, equipment, facilities or Services interconnected to the Customer's Service, which may be occasioned by third parties, including, without limitation, the Customer's employees, guests and/or members of the public who dial the Customer's 800/888/877 number by mistake. (T)
- 3.6.4 Account payments not received within thirty (30) days from the date the bill was rendered may be charged a late payment charge each month of one and one-half percent (1.5%) or the amount otherwise allowed by law, whichever is less, on all past due balances.
- 3.6.5 The Company may require applicants or Customers to provide information pertaining to their financial ability to pay for Service. Upon application for Service, Customer shall be deemed to have authorized the Company to obtain such routine credit information and verification as the Company shall require in accordance with its then-existing credit policies.
- A. The Company may require a deposit if the customer is unable to establish a good credit rating, or if the customer has undisputed charges in two (2) out of the last twelve (12) billing periods which have become delinquent. The deposit shall not exceed estimated charges for two months service based on the average bill during the preceding twelve months or in the case of new applicants, two months average monthly bill for all subscribers within a customer class. (D)
- B. At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or service connection charges, which may be applicable to the customer's account on the first bill rendered. (D)

3. REGULATIONS (continued)

3.6 Billing and Payment Regulations (continued)

- 3.6.3 The Customer's responsibility for payment of all charges for Service furnished by the Company is not changed by virtue of any use, misuse, of abuse of the Customer's Service or Customer-provided systems, equipment, facilities or Services interconnected to the Customer's Service, which may be occasioned by third parties, including, without limitation, the Customer's employees, guests and/or members of the public who dial the Customer's 800/888/877 number by mistake.
- 3.6.4 Account payments not received within thirty (30) days from the date the bill was rendered will be charged a late payment charge each month of one and one-half percent (1.5%) or the amount otherwise allowed by law, whichever is less, on all past due balances.
- 3.6.5 The Company may require applicants or Customers to provide information pertaining to their financial ability to pay for Service. Upon application for Service, Customer shall be deemed to have authorized the Company to obtain such routine credit information and verification as the Company shall require in accordance with its then-existing credit policies.
- A. The Company may require a deposit if the customer is unable to establish a good credit rating, or if the customer has undisputed charges in two (2) out of the last twelve (12) billing periods which have become delinquent. The deposit shall not exceed estimated charges for two months service based on the average bill during the preceding twelve months or in the case of new applicants, two months average monthly bill for all subscribers within a customer class. The deposit shall bear interest at a rate of 1% above the prime lending rate as published in the *Wall Street Journal*. This rate shall be calculated annually using the prime lending rate as published in the *Wall Street Journal* on the last business day of September of each year plus 1% to determine the simple interest per annum, effective beginning December 1. Interest will be credited either monthly to the customer's bill or accrued annually and will be returned upon satisfactory payment of all undisputed charges during the last 12 billing periods, or discontinuance of service.
- B. At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or service connection charges, which may be applicable to the customer's account on the first bill rendered.

Issued: June 4, 2010

Effective: July 19, 2010

CANCELLED
May 15, 2021
Missouri Public
Service Commission
JX-2021-0196

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JX-2010-0689

3. REGULATIONS (continued)

3.6.6 In the event that a check or draft tendered by a customer is returned, a return check charge will apply. The fee will be assessed when a check or instrument issued by a Customer is returned without payment for any reason whatsoever, unless the return is bank error, in which case documentary evidence is required to waive the charge. In addition, the Customer may be required to replace the returned check with a payment in cash or equivalent to cash, such as a cashier's check, certified check or money order.

3.6.7 All stated charges in this tariff are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales, or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes), including Universal Service Fund assessments, whether charged to or against the Company or its Customer. Such taxes, fees, etc., shall be paid by the Customer in addition to the charges stated in the tariff. All such taxes, duties and fees shall each be a separate line item on the Customer's monthly invoice. All charges and fees subject to MoPSC jurisdictional, except taxes and franchise fees, will be submitted to the MoPSC for prior approval.

3.6.8 If Customer seeks to have the Company reinstitute Service, Customer shall pay to the Company prior to the time Service is reinstituted (1) all accrued and unpaid charges, and (2) may be required to pay a deposit, as determined by the Company, and a service restoration fee.

(T)
(D)

3.6.9 The Company reserves the right, under federal law, to backbill for a period of up to two (2) years for an amount equal to the accrued and unpaid charges for use of the Company's Service actually made by Customer.

(D)
|
|
(D)

3. REGULATIONS (continued)

- 3.6.6 In the event that a check or draft tendered by a customer is returned, a return check charge will apply. The fee will be assessed when a check or instrument issued by a Customer is returned without payment for any reason whatsoever, unless the return is bank error, in which case documentary evidence is required to waive the charge. In addition, the Customer may be required to replace the returned check with a payment in cash or equivalent to cash, such as a cashier's check, certified check or money order.
- 3.6.7 All stated charges in this tariff are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales, or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes), including Universal Service Fund assessments, whether charged to or against the Company or its Customer. Such taxes, fees, etc., shall be paid by the Customer in addition to the charges stated in the tariff. All such taxes, duties and fees shall each be a separate line item on the Customer's monthly invoice. All charges and fees subject to MoPSC jurisdictional, except taxes and franchise fees, will be submitted to the MoPSC for prior approval.
- 3.6.8 If Customer seeks to have the Company reinstitute Service, Customer shall pay to the Company prior to the time Service is reinstituted (1) all accrued and unpaid charges, and (2) a deposit, as determined by the Company, and a service restoration fee, which will be waived if it duplicates any other reconnection charges levied by a contracted billing party.
- 3.6.9 The Company reserves the right, under federal law, to backbill for a period of up to two (2) years for an amount equal to the accrued and unpaid charges for use of the Company's Service actually made by Customer.
- 3.6.10 Customers billed by a Local Exchange Carrier (LEC), Competitive Local Exchange Carrier (CLEC), or other local exchange telephone company, on behalf of the Company, are responsible for any late payment charges imposed by the Local Exchange Carrier, Competitive Local Exchange Carrier, or local exchange telephone company.

Issued: June 4, 2010

Effective: July 19, 2010

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May 15, 2021
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JX-2010-0689

3. REGULATIONS (continued)

3.6.10 Missouri Universal Service Fund

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- A. Company will place on each retail end-user customer's bill, as applicable, a surcharge equal to the Missouri Universal Service Fund percentage assessment ordered by the commission.
- B. The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund."
- C. The surcharge percentage will be applied to the total of each customer's charges for intrastate regulated telecommunications services that meet the definition of net jurisdictional revenues in Missouri PSC rules at 4 CSR 240-31.

3.7 Credit Allowances

3.7.1 Interruption of Service

- A. Credit for failure of Service or equipment will be allowed only when such failure is caused by or occurs in facilities or equipment provided by the Company. As used in this tariff, all equipment, facilities and/or Service for which the Company renders an invoice for payment are considered provided by the Company whether or not the equipment, facilities and/or Service are owned and operated by the Company unless otherwise provided by the terms of this tariff.
- B. No credit will be allowed for failure of Service or equipment due to Customer-provided facilities or any act or omission of the Customer, its Authorized User(s), officers, directors, employees, agents, contractors, licensees or invitees or any person or entity who gains access to the Service of the Customer through the negligence of the Customer.
- C. No credit for recurring monthly charges will be issued for outages less than twenty-four consecutive hours in duration. Credit allowance time for failure of Service or equipment starts when the Customer notifies the Company of the failure or when the Company has actual knowledge of the failure, and ceases when the Service has been restored and an attempt has been made to notify the Customer.
- D. Only those portions of the Service or equipment operation materially interfered with will be credited.

3. REGULATIONS (continued)

3.6.11 Missouri Universal Service Fund

- A. Company will place on each retail end-user customer's bill, as applicable, a surcharge equal to the Missouri Universal Service Fund percentage assessment ordered by the commission.
- B. The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund."
- C. The surcharge percentage will be applied to the total of each customer's charges for intrastate regulated telecommunications services that meet the definition of net jurisdictional revenues in Missouri PSC rules at 4 CSR 240-31.

3.7 Credit Allowances

3.7.1 Interruption of Service

- A. Credit for failure of Service or equipment will be allowed only when such failure is caused by or occurs in facilities or equipment provided by the Company. As used in this tariff, all equipment, facilities and/or Service for which the Company renders an invoice for payment are considered provided by the Company whether or not the equipment, facilities and/or Service are owned and operated by the Company unless otherwise provided by the terms of this tariff.
- B. No credit will be allowed for failure of Service or equipment due to Customer-provided facilities or any act or omission of the Customer, its Authorized User(s), officers, directors, employees, agents, contractors, licensees or invitees or any person or entity who gains access to the Service of the Customer through the negligence of the Customer.
- C. No credit for recurring monthly charges will be issued for outages less than twenty-four consecutive hours in duration. Credit allowance time for failure of Service or equipment starts when the Customer notifies the Company of the failure or when the Company has actual knowledge of the failure, and ceases when the Service has been restored and an attempt has been made to notify the Customer.
- D. Only those portions of the Service or equipment operation materially interfered with will be credited.

Issued: June 4, 2010

Effective: July 19, 2010

CANCELLED
May 15, 2021
Missouri Public
Service Commission
JX-2021-0196

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FILED
Missouri Public
Service Commission
JX-2010-0689

3. REGULATIONS (continued)

3.7 Credit Allowances (continued)

3.7.1 Interruption of Service (continued)

- E. The Customer shall notify the Company of failures of Service or equipment and make reasonable attempts to ascertain whether the failure is caused by Customer-provided equipment.

3.7.2 Limitation Allowances

No credit allowances will be made for:

- A. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, Authorized User, or other common carrier providing service connected to the Service of the Company.
- B. Interruptions of Service due to the failure or malfunction of facilities, power or equipment provided by the Customer, authorized user, or other common carrier providing service connected to the Service offered by the Company.
- C. Interruptions of Service during any period in which the Company is not given access to the premises at which the Company-provided Service is interrupted or terminated.
- D. Interruptions of Service at any time in order for Company to perform tests or inspections to assure compliance with Tariff regulations and the proper installation and operation of Customer's equipment and facilities and which may continue until any items of non-compliance or improper equipment operation are identified and rectified.
- D. Interruptions of Service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.
- E. Interruptions of Service during any period when the Customer or Authorized User has relinquished Service to the Company for maintenance purposes or for implementation of a Customer order for a change of Service.

3. REGULATIONS (continued)

3.8 Equipment

- 3.8.1 The Customer shall assume all responsibility for obtaining all necessary permits, authorizations or consents for interconnecting Customer-provided equipment and facilities with the Company's Service or facilities as well as ensuring that the Customer-provided equipment or facilities are properly interfaced with the Company's Service or equipment.
- 3.8.2 The Customer shall operate its equipment and facilities so as not to interfere with any other Customer's use of the Company's Service or equipment.
- 3.8.3 The Customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Company to protect the integrity of the Company's Service or for safety reasons.
- 3.8.4 The Customer shall be responsible for the installation, operation or maintenance of any Customer-provided equipment. Where such equipment is connected to Service furnished by the Company pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of Services under this tariff and to the maintenance and operation of such Services in the proper manner. Subject to this responsibility, the Company shall not be responsible for the following:

3. REGULATIONS (continued)3.8 Equipment (continued)

- A. The through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission;
- B. The reception of signals by Customer-provided equipment; or
- C. Network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

3.9 Determination and Rendering of Charges

- 3.9.1 For billing purposes, Service will be deemed to be started on the day the Service and its associated equipment, if any, is installed. Where billing is based upon Customer usage, billing or all usage commences on the date usage begins.
- 3.9.2 Subject to the Company's right to terminate or suspend Service as otherwise provided in this tariff, the minimum service period is thirty (30) days. Termination by the Customer is effective as of the end of the next business day after receiving the Customer's written or verbal request to cancel Service.
- 3.9.3 All monthly recurring charges are billed one month in arrears. Initial and final months billing, when the service period is less than one month, will be prorated one-thirtieth ($1/30^{\text{th}}$) of the month's recurring charge for each day the Service was rendered or equipment was provided.
- 3.9.4 Usage charges are billed monthly for the preceding billing period. For periods less than the monthly billing period, minimum usage charges are prorated at one-thirtieth ($1/30^{\text{th}}$) of the monthly minimum amount for each day the Service was rendered.

3. REGULATIONS (continued)

3.9 Determination and Rendering of Charges (continued)

- 3.9.5 The duration of a call is rated in intervals of the billing increments described for each Service provided in this tariff. If the final interval of a call is less than the applicable billing increment, it will be rounded up to a full increment for purposes of billing.
- 3.9.6 Computed usage charges or credits for each call are rounded to the nearest cent when possible.

CANCELLED - Missouri Public Service Commission - 06/01/2025 - XN-2025-0312 - JX-2025-0152

Issued: June 4, 2010

Michael Fugate
Kingdom Telecommunications, Inc.
211 South Main
Auxvasse, MO 65231

Effective: July 19, 2010

FILED
Missouri Public
Service Commission
JX-2010-0689

4. INTRAEXCHANGE PRIVATE LINE SERVICES

4.1 General Description

Intraexchange Private Line Services involve the provision of dedicated non-switched facilities of various types between two separate customer locations within the same exchange. The facilities are offered for the use of the customer to provide a communication path or paths between the two locations. Provision of the service is based on the availability of facilities between the two requested locations.

5. CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI)

KTI protects customer proprietary network information (CPNI) as required by federal law and Missouri PSC rules. For example, KTI has implemented safeguards designed to protect customer CPNI when customers contact KTI. For business customers with a dedicated KTI representative, KTI may rely on contacting the pre-established point of contact as the standard authentication measure.

6. RATES**A. Individual Case Basis**

Services may be provided by the Company on an Individual Case Basis ("ICB"). Pursuant to Section 392.200.8 RSMo, customer-specific ICB pricing is authorized only for: (1) dedicated, nonswitched, private line, and special access services, (2) central office based switching systems which substitute for customer premise, private branch exchange (PBX) services, and (3) any retail business service. Company will provide copies of its customer contracts to the Staff, upon request, on a proprietary basis.

B. Customer Specific Contracts and Specialized Pricing Arrangements

The Company may provide any of the Services offered under this Tariff, or combinations of Services, to Customers on a contractual basis on a case-by-case basis in response to requests by Customers to the Company for proposals or competitive bids. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Unless otherwise specified, the regulation of such arrangements is in addition to the applicable regulations and prices in other sections of this tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Customer-specific contracts may include, but are not limited to:

1. Central-Office Based Services;
2. High Speed Private Line Services;
3. Customized Services that are required because of size or configuration;
4. Customer volume of revenue commitments for which the Company must meet competitive demand of the marketplace;
5. Special Construction Services; and
6. Any other Service for which the Company has authority to enter into Customer-specific contract pursuant to PSC rules.

C. Special Service Arrangements

Customer-specific service arrangements, which may include engineering, installation, construction facilities, assembly, or other special Services, may be furnished in addition to existing Tariff offerings. Rates, terms, and conditions plus any additional regulations, if applicable, for the special service arrangements will be developed upon Customer's request. Unless otherwise specified, the regulations for the special service arrangements are in addition to the applicable regulations specified in other sections of this Tariff.

Issued: June 4, 2010

Effective: July 19, 2010

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FILED
Missouri Public
Service Commission
JX-2010-0689