

*This Tariff, P.S.C. MO Tariff No. 2 issued by Network Communications International Corp. cancels and replaces P.S.C. MO Tariff No. 1 issued by Network Communications International Corp. in its entirety.*

**MISSOURI**  
**INTEREXCHANGE TELECOMMUNICATIONS TARIFF**  
**OF**  
**NETWORK COMMUNICATIONS INTERNATIONAL CORP.**

This tariff contains the descriptions, regulations and rates applicable to the provision of interexchange telecommunications by Network Communications International Corp. within the State of Missouri. This tariff is on file with the Public Service Commission of Missouri and copies may be inspected, during normal business hours, at the Company's principal place of business.

Network Communications International Corp. operates as a competitive telecommunications company within the state of Missouri.

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Issued: June 3, 2008

Effective: July 3, 2008

Issued by: Mr. William L. Pope - President  
606 E. Magrill Street  
Longview, Texas 75601

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**Missouri Public**  
**Service Commission**  
**MOo0801**

## CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
Title	Original		26	Original	
1	2 <sup>nd</sup> Rev.	*	27	2 <sup>nd</sup> Rev.	*
2	Original		28	Original	
3	Original		29	1 <sup>st</sup> Rev.	
4	Original		30	1 <sup>st</sup> Rev.	
5	Original		31	1 <sup>st</sup> Rev.	*
6	Original				
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22	Original				
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24	Original				
25	Original				

\* - indicates those pages included with this filing

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**APPLICATION OF TARIFF**

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate public telecommunications services furnished within the State of Missouri by Network Communications International Corp. subject to the jurisdiction of the Public Service Commission of Missouri.

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### SYMBOLS

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

- (C) To signify a changed listing, rule or condition that may affect rates or charges.
- (D) To signify discontinued material, including a listing, rate, rule or condition.
- (I) To signify an increase in rates or charges.
- (M) To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N) To signify new material, including a listing, rate, rule or condition.
- (R) To signify a reduction in rates or charges.
- (T) To signify a change in the wording of the text, but no change in rate, rule or condition.
- (X) To signify a correction or reissued matter.

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**TARIFF FORMAT**

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Page 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, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.

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**STATEMENT OF COMPETITIVE CARRIER STATUS**

Network Communications International Corp. is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived:

Section 392.240 (1)	Ratemaking
Section 392.270	Property valuation (ratemaking)
Section 392.280	Depreciation accounts
Section 392.290	Issuance of securities
Section 392.310	Stock and debt issuance
Section 392.320	Stock dividend payments
Section 392.330	Issuance of securities, debt and notes
Section 392.340	Reorganization(s)

**Commission Rules :**

4 CSR 240-10.020	Depreciation fund income
4 CSR 240-30.010(2)(C)	Rate schedules
4 CSR 240-30.040	Uniform System of Accounts
4 CSR 240-32.030(1)(B)	Exchange boundary maps
4 CSR 240-32.030(1)(C)	Record keeping
4 CSR 240-32.030(2)	In-state record keeping
4 CSR 240-32.050(3)	Local office record keeping
4 CSR 240-32.050(4)	Telephone directories
4 CSR 240-32.050(5)	Call intercept
4 CSR 240-32.050(6)	Telephone number changes
4 CSR 240-32.070(4)	Public coin telephone
4 CSR 240-33.030	Minimum charges rules
4 CSR 240-33.040(5)	Financing Fees

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this tariff, particularly those for specialized common carrier communication channels furnished by the Company over its facilities are defined below:

**Access** - Access to NCIC's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

**Access Code** - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

**Aggregator** - Any person, excluding local exchange carriers and cellular service providers, that in the ordinary course of its operations, make telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services.

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

**Authorized User** - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

**Automated Collect Call** - Calls billed to the called party that are completed through an automated call processing system. The automated system prompts the call originator and called party. The called party must accept charges for the call and is responsible for payment.

**Billed Party** - The person or entity responsible for payment of the Company's Service(s): In the case of a Travel Card call or other credit card call (herein collectively the "Card"), the person or entity responsible for payment is the Customer of record of the Travel Card or other valid and acceptable Card used. In the case of a collect or third party call, the person or entity responsible for payment is the person responsible for payment for local telephone service at the telephone number that agrees to accept charges for the call. In the case of a Room Charge Call, the entity responsible for payment is the Aggregator controlling the telephone used to originate the intrastate call. In all Operator Assisted calls not involving Cards, third party calls, collect calls or Room Charge calls, the person or entity responsible for payment is the Customer responsible for payment for local telephone services at the telephone used to originate the intrastate call.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**Commission** - Public Service Commission of Missouri.

**Correctional or Confinement Institutions** - Used throughout this price list to refer to any type of confinement facility, including prisons, jails, work farms, detention centers or other facilities used for penalty or confinement purposes.

**Customer or End User** - The person, firm, Corp. or other entity which uses the Company's service and is responsible for payment of charges and compliance with the Company's price list.

**Inmates** - The jailed or confined population of correctional or confinement institutions.

**Local Exchange Carrier ("LEC")** - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

**NCIC** - Network Communications International Corp., the issuer of this tariff.

**Operator Assisted Call** - An intrastate telephone connection completed through the use of the Company's operator.

**Operator Service Charge** - A non-measured (fixed) charge that is added to a measured charge in calculating the total tariff charges due for a completed Operator Assisted call.

**Presubscribed Provider of Operator Services** - The intrastate provider of Operator Services to which the Authorized User is connected when the Authorized User places a call using a provider of operator services without dialing a special access code.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**Provider of Operator Services** - Any common carrier that provides operator services or any other person determined by the Federal Communications Commission and/or the Missouri Public Service Commission to be providing operator services.

**Service** - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

**Subscriber** - Any person, firm, partnership, Corp., governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer. The Subscriber may also be the correctional institution which orders or uses the Company's service and is responsible for compliance with price list regulations. The Subscriber enters into an agreement with the Company for the provision of collect-only automated operator assisted telecommunications services for use by inmates.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company**

Service is offered to residential and business Customers of the Company to provide direct dialed calls originating and terminating partially or wholly within the State of Missouri, using the Company's network configuration. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All services are provided subject to the terms and conditions set forth in this tariff.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

The Company's services and facilities are also furnished for communications originating at correctional or confinement institutions within the state.

**2.2 Limitations**

- 2.2.1** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2** NCIC reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4** All services and facilities provided under this tariff are directly or indirectly controlled by NCIC and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.3 Use**

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

**2.4 Liabilities of Company**

**2.4.1** Except as stated in this section, 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.

**2.4.2** The liability of the Company, if any, for damages 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 in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

**2.4.3** NCIC 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; atmospheric conditions or other phenomena of nature, such as radiation; 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 NCIC or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.

**2.4.4** NCIC is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions stated above.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Liabilities of Company, (Cont'd.)**

- 2.4.5** NCIC shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.
- 2.4.6** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.
- 2.4.7** Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Deposits**

The Company does not normally require deposits. However the company reserves the right to collect a deposit from customers whose credit history is unacceptable or unknown to the Company. Deposits, if collected, will be collected and maintained in accordance with Commission rules.

For services provided to inmates of confinement facilities, the Company may require a deposit from billed parties for charges which exceed a maximum credit amount predetermined by the Company based on the Customer's credit worthiness. The Customer may exceed this predetermined credit amount by first paying a deposit to the Company in an amount equal to the amount of additional credit authorization requested by the Customer.

**2.6 Advance Payments**

The Company does not normally require advance payments. However the company reserves the right to an advance payment from customers whose credit history is unacceptable or unknown to the Company. Advance payments, if collected, will be collected and maintained in accordance with Commission rules.

**2.7 Taxes and Fees**

**2.7.1** All state and local taxes (i.e., federal excise taxes, gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.

**2.7.2** To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. Any new line item assessments shall be submitted to the Commission in the form of a tariff revision. All charges and fees, other than taxes and franchise fees, will be submitted to the Commission for approval.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.7 Taxes and Fees, (Cont'd.)****2.7.3 Public Pay Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company's service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any re-originated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call	\$0.56
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**2.7.4 Missouri Universal Service Fund**

- A. The Company will place, on each retail end-user customer's bill, a surcharge equal to the Missouri Universal Service Fund percentage assessment ordered by the Missouri Public Service 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 at 4 CSR 240-31.010(12).

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.8 Payment and Credit Regulations****2.8.1 Billing and Credit Regulations**

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

**2.8.2 Payment for Service**

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Any applicable federal, state or local taxes or similar liabilities chargeable to or against the Company as a result of the provision of the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (B) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (C) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- (D) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- (E) NCIC will not knowingly bill for unanswered calls. In the event that an unanswered call is inadvertently billed, NCIC will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (F) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.9 Right to Backbill for Improper Use of the Company's Service**

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

**2.10 Billing Entity Conditions**

When billing functions on behalf of NCIC are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact NCIC directly. If there is still a disagreement about the disputed amount after investigation and review by NCIC or other service provider, the Billed Party has the option to pursue the matter with the appropriate state commission and/or the Federal Communications Commission.

**2.11 Compliance with Regulatory Requirements**

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the Commission.

**2.12 Interconnection**

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.13 Denial of Access to Service by the Company**

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

**2.13.1** Nonpayment of any sum due for service provided hereunder;

**2.13.2** Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to NCIC operations or its furnishing of service.

**2.13.3** The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or

**2.13.4** Failure to pay a previously owed bill by the same Customer at another location.

**2.14 Customer's Liability in the Event of Denial of Access to Service by the Company**

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 2.13, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

**2.15 Reinstitution of Service**

The Company will reinstate service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstitution of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstituted all accrued and unpaid charges, but there will be no charge for the service restoration.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.16 Credit Allowances for Interruption of Service**

Credit allowances for interruptions of service are limited the initial minimum period charge incurred to re-establish the interrupted call.

**2.17 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

**2.18 Operator Services - General Regulations**

**2.18.1** The Company will not bill for incomplete calls where answer supervision is available. The Company will not bill for incomplete calls and will remove any charge(s) for incomplete calls upon (i) subscriber notification, or (ii) the Company's knowledge.

**2.18.2** Only tariffed rates approved by the Missouri Public Service Commission for the Company shall appear on any Company billings.

**2.18.3** The Company will employ reasonable calling card verification procedures which are acceptable to the companies issuing the calling cards.

**2.18.4** The Company will advise the caller and billed party if different from caller that the Company is the operator service provider at the time of the initial contact.

**2.18.5** The Company will provide rate quotes, upon request, at no charge, including all rate components and any additional charges.

**2.18.6** The Company will direct all "0" or "0-" in the quickest possible manner to the appropriate local emergency provider, at no charge.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.19 Responsibilities of Aggregators**

In addition to the responsibilities of Aggregators in their capacities as Subscribers, Aggregators must also adhere to the following requirements:

**2.19.1** Aggregators must post on the telephone instrument, in plain view of Authorized Users,

- (A) The name, address, and toll-free telephone number of the provider of operator services; and
- (B) A written disclosure that the rates for all operator-assisted calls are available on request, and that Authorized Users have a right to obtain access to the intrastate common carrier of their choice and may contact their preferred intrastate common carriers for information on accessing that carrier's service using that telephone; and
- (C) The name and address of the enforcement division the Federal Communications Commission, to which the Authorized User may direct complaints regarding Operator Services.
- (D) Any other information required by state or federal regulatory agencies or law.

**2.19.2** Aggregators must ensure that each of its telephones presubscribed to a provider of operator services allows the Authorized User to use "800" and "950" access code numbers to obtain access to the provider of operator services desired by the Authorized User.**2.19.3** NCIC shall withhold payment (on a location-by-location basis) of any compensation, including commissions, to Aggregators if NCIC reasonably believes that the Aggregator (i) is blocking access by means of "950" or "800" numbers to intrastate common carriers in violation of The Telephone Consumer Protection Act of 1990 paragraph 3.4.1.B.; or (ii) is blocking access to equal access codes in violation of rules the Federal Communication Commission and/or the state Commission may prescribe.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.20 Responsibilities of the Subscriber**

- 2.20.1** The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 2.20.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by NCIC on the Subscriber's behalf.
- 2.20.3** If required for the provision of NCIC's Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to NCIC.
- 2.20.4** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and NCIC when required for NCIC personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of NCIC's Services.
- 2.20.5** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with NCIC's facilities or services, that the signals emitted into NCIC's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.
- 2.20.6** If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to NCIC's equipment, personnel, or the quality of Service to other Subscribers or Customers, NCIC may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, NCIC may, upon written notification, terminate the Subscriber's service.
- 2.20.7** The Subscriber must pay NCIC for replacement or repair of damage to the equipment or facilities of NCIC caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.
- 2.20.8** The Subscriber must pay for the loss through theft or fire of any of NCIC's equipment installed at Subscriber's premises.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.21 Responsibilities of Authorized Users**

- 2.21.1** The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.
- 2.21.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.21.3** The Authorized User is responsible for providing NCIC with a valid method of billing for each call. NCIC reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or NCIC may refuse to place the call.

**2.22 Call Restrictions at Correctional or Confinement Institutions**

Calling capabilities may be restricted by the administration of the correctional or confinement institutions. The following types of calls will be blocked: directory assistance, 0-, 700, 800, 900, 976, 950, 10XXX, 1+ sent paid, third number billed, credit card and local direct. The institution may block calls to specific telephone numbers and may limit calling service to pre-approved telephone numbers only. Call duration may be limited by the institution.

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### SECTION 3 – OPERATOR ASSISTED SERVICES

#### 3.1 General

NCIC's Operator Assisted Service is provided for use by transient customers at host or Subscriber locations. Services arranged for the use of the transient public are subject to restrictions imposed by the Public Service Commission of Missouri and the Federal Communications Commission.

#### 3.2 Determination of Call Duration and Timing of Calls

**3.2.1** Chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console. For Person-to-Person calls chargeable time begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.

**3.2.2** Chargeable time ends when the connection is terminated.

**3.2.3** Chargeable time does not include the time lost because of known faults or defects in the service.

**3.2.4** The initial and additional timing periods for billing purposes vary by product and are specified in Section 3 of this tariff.

**3.2.5** The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, NCIC will reasonably issue credit for the call.

#### 3.3 Time of Day Rate Periods

Rates for service are not time-of-day sensitive.

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**SECTION 3 - OPERATOR ASSISTED SERVICES, (CONT'D.)****3.4 Operator Services**

Card Service(s) allows a Customer to place a long distance call to any geographical area in the United States from an access line and receive the bill for said call(s) placed on an assigned calling card billing number.

For operator service calls, one of the following per-call service charges applies:

**(A) Customer Dialed Credit/Calling Card Charge**

This charge applies in addition to usage charges for calls billed to a Commercial Credit Card or Calling Card when the Customer dials all of the digits required to route and bill the call.

**(B) Operator Station Charge**

This charge applies in addition to usage charges for calls placed with operator assistance, other than Customer Dialed Credit/Calling Card and Person to Person calls.

**(C) Person to Person Charge**

An Operator Assisted call which is placed under the stipulation that the caller will speak only to a specific called party, a specified extension or office to be reached through a PBX attendant. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party. The caller must arrange with the operator to make a person-to-person call; otherwise, all Operator Assisted calls will be treated as Operator Station calls.

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**SECTION 3 – OPERATOR ASSISTED SERVICES, (CONT'D.)****3.4 Operator Services, (Cont'd.)****3.4.1 Intrastate Operator Service Rates****(A) Usage Rates**

Calls are billed in one (1) minute increments after an initial minimum call duration of three (3) minutes. Partial minutes are rounded up to the next minute.

**Per Minute Usage Rates:**

All Calls	\$1.15
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**(B) Per Call Service Charges**

	<b>Per Call Charge</b>	
Customer Dialed Calling Card Station:		
Automated	\$4.99	
Operator Assisted	\$7.50	
Operator Must Assist	\$4.99	
Operator Dialed Calling Card Station	\$7.50	
Operator Station:	<b>Automated</b>	<b>Operator Assisted</b>
Collect	\$5.99	\$7.50
Billed to 3 <sup>rd</sup> Party	\$6.99	\$9.99
Person-to-Person		\$12.50

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**SECTION 3 – OPERATOR ASSISTED SERVICES, (CONT'D.)****3.4 Operator Services, (Cont'd.)****3.4.2 Dial Around Access - \*77 Program**

The following rates apply for operator-assisted calls placed by dialing a designated access code (\*77), and completing the call using the automated system by following the correct prompts. Calls are billed in one (1) minute increments.

<b>Usage Rate, per minute</b>	<b>\$0.89</b>
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**Per Call Charges:**

Customer Dialed Station to Station	\$6.50
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Operator Station to Station	\$6.50
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**SECTION 3 – OPERATOR ASSISTED SERVICES, (CONT'D.)****3.5 Miscellaneous Charges****3.5.1 Non-Subscriber Service Charge**

A Service charge is applicable to interstate Operator Station, Person-to-Person or Real Time rated calls billed to all lines which are presubscribed to an interexchange carrier other than NCIC, or not presubscribed to any interexchange carrier. This charge is in addition to the initial period and additional period charges applicable to calls from points throughout the United States.

The Non-Subscriber Service Charge does not apply to calling card calls, intraLATA calls, conference calls, calls to Directory Assistance, toll free or 900 telephone numbers, Ship-to-Shore service or Telecommunications Relay Service, calls originated from cellular phones; Customers with disabilities and calls billed to all lines which have discontinued presubscription to NCIC but for whom an active billing record still exists in NCIC's billing system.

Non-Subscriber Service Charge per call: \$3.50

**3.5.2 Return Check Charge**

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to Missouri law and Commission regulations.

**3.5.3 Directory Assistance**

Directory Assistance is available to Customers of NCIC service. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call \$2.75

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**SECTION 3 – OPERATOR ASSISTED SERVICES, (CONT'D.)**

**3.5 Miscellaneous Charges, (Cont'd.)**

**3.5.4 [Reserved for Future Use]**

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**3.5.5 [Reserved for Future Use]**

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**3.5.6 [Reserved for Future Use]**

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**SECTION 4 – INSTITUTIONAL CALLING SERVICES****4.1 Institutional Collect Operator Service****4.1.1 Description**

The Company provides Institutional Automated Collect Operator Service to inmates of confinement facilities. Service may be limited by the administrators of the institutions as to availability, call duration or calling scope. Calls are billed to the Called Party. The Called Party must actively accept charges for the call. A per-call service charge applies to each call.

Institutional Collect Operator Service allows inmates to make collect calls to terminating locations anywhere within in the state. An automated system prompts the caller and the called party through user - friendly instructions. The called party must accept responsibility for payment of the charges by dialing the designated digit for acceptance. If a call is not accepted within five (5) seconds of the automated voice recording prompt, the automated recording is replayed a second time. If an acceptance digit is not received five (5) seconds after the second recording is completed, the call is terminated.

Use of the collect calling service is subject to the rules and regulations of the Commission and the institution's administrative restrictions.

**4.1.2 Institutional Collect Operator Service Rates and Charges****A. Rates and Charges**

Per Minute Usage Rate	\$1.15
Operator Station Collect Service Charge	\$5.99

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**SECTION 4 – INSTITUTIONAL CALLING SERVICES, (CONT'D)****4.2 Prepaid Institutional Collect Service****4.2.1 Description**

Prepaid Institutional Calling Services provide alternative payment arrangements for inmates in Confinement Institutions. This service enables end users to receive calls originating from confined persons and who cannot or who do not wish to have such calls billed through their own local exchange service provider. (T)

With Institutional Prepaid Collect Service, a prepaid account is set up by the Company for the Customer who receives collect calls from an inmate in a confinement facility. A \$4.95 account set up fee will apply. Once an account is established, all collect calls from the confinement facility to the telephone number associated with the prepaid collect account are automatically processed as prepaid collect. If the payment into the account is provided via the Customer's credit card, credit verification procedures are carried out under the terms specified in Section 2. The Company does not engage in direct monetary transactions with the inmate. (T)  
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(T)

Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses. All calls must be charged against an Account that has sufficient available balance. Calls in progress will be terminated by the Company if the balance on the Account is insufficient to continue the call. Customers are responsible for contacting the Company's Customer Service Department to obtain the Available Usage Balance remaining in the Prepaid Collect Account.

Payment for Prepaid Institutional Calling Services and any Available Usage in the Prepaid Account is refundable upon request by the called party. The Available Usage Balance expires twelve months from the date of the last customer-initiated activity. Alternatively, the account will expire if there is a zero balance in the account for more than 30 days. Once the account expires it may no longer be funded and no refunds of unused balances will be issued after the expiration date. However, the account holder may request reinstatement of an expired account within twelve months of initial account set-up. (T)  
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Prepaid Institutional Calling Services are available 24 hours a day, seven days per week. Access to telephone service by an inmate may be subject to time of day and usage restrictions imposed by individual Confinement Institutions. No minimum service period applies. (T)

Network usage for Prepaid Institutional Calls is deducted from the Available Usage Balance in full minute increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest penny on a per call basis. Prepaid accounts may be replenished; the minimum initial deposit or replenishment amount is \$25.00; the maximum replenishment permitted is \$1000.

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**SECTION 4 – INSTITUTIONAL CALLING SERVICES, (CONT'D)****4.2 Prepaid Institutional Collect Service, (Cont'd.)****4.2.2 Institutional Collect Operator Service Rates and Charges****A. Rates and Charges**

Per Minute Usage Rate	\$1.15
Operator Station Collect Service Charge	\$5.99

**4.3 Prepaid Debit Service**

Institutional prepaid debit service allows an inmate to purchase a card or deposit funds into an account. Debit cards or Debit accounts may be funded in any amount subject to the requirements or restrictions of the Confinement Institution. To place a call, the inmate enters a specified Personal Identification Number (PIN) and dials the desired telephone number. The Company's system automatically informs the caller of the Available Usage Balance remaining in the Prepaid Account, and provides prompts to place the call by entering the destination telephone number. Network usage is deducted on a real-time basis from the Available Usage Balance in the account following completion of the call and after it is rated. Refunds of remaining balances in a Debit Card or Debit Account are refundable upon release. The Available Usage Balance is refundable through the confinement institution or can be transferred to a prepaid calling card for use outside the facility unless otherwise directed by state law.

Service is offered as a flat-rated telecommunications service. For billing purposes, usage is rounded up to the next full minute increment after a minimum initial period of one (1) minute.

**4.3.1 Rates and Charges**

Per Minute Usage Rate	\$1.15
Operator Station Collect Service Charge	\$5.99

*Material previously found on this page can now be found on Page 31*

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**SECTION 4 – INSTITUTIONAL CALLING SERVICES, (CONT'D)****4.4 Miscellaneous Charges****4.4.1 [Reserved for Future Use]**

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**4.4.2 Regulatory Assessment Fee**

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**4.4.3 Monthly Account Maintenance Fee: \$5.00 or the account balance, whichever is smaller.**

A prepaid collect account is deactivated when no customer initiated activity occurs within 180 days following the last customer-initiated transaction. After 180 days of inactivity, a monthly Account Maintenance Fee may be applied to the prepaid collect account. The monthly fee is \$5.00 or the remainder of the balance in the account, whichever is smaller.

**4.4.4 Convenience Fees****A. Option 1**

Prepaid Account Set-up Fee:	\$4.95
Auto Op Recharge Fee:	\$1.50
Live Op Recharge Fee:	\$2.50
Website Transaction Fee:	\$1.50
Refund Fee:	\$2.50

(N)

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