

# BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

In the Matter of the Cancellation of the )  
Certificate of Service Authority )  
Of EliteView L.L.C. d/b/a Groveline )  
to provide Competitive Intrastate )  
Interexchange and Nonswitched Local )  
Exchange Telecommunications )  
within the State of Missouri )

**File No. XD-2009-0441**

Tracking No. JX-2006-0590

## **ORDER CANCELING CERTIFICATE** **AND ACCOMPANYING TARIFF**

Issue Date: June 29, 2009

Effective Date: July 9, 2009

On June 18, 2009, the Staff of the Commission filed a motion asking the Commission to cancel the certificate of service authority and accompanying tariff of EliteView L.L.C. d/b/a Groveline, a company that has been authorized to offer competitive intrastate interexchange and nonswitched local exchange telecommunications services by the Commission.

In Case Number XA-2006-0312, the Commission granted Groveline a certificate to provide competitive intrastate interexchange and nonswitched local exchange telecommunications services. Groveline's tariff, P.S.C. MO No. 1, was also approved.

Staff's motion states that the company indicated in a letter to Public Service Commission that Groveline requested the cancellation of the company's certificate and tariff. Furthermore, Groveline owes no past assessments to the Commission and is not delinquent in filing an annual report. Staff contacted counsel for Groveline for additional information, but no additional information has

been provided. Staff believes Groveline is no longer providing telecommunications services in Missouri and Staff recommends that the Commission cancel the company's certificate of service authority and accompanying tariff, P.S.C. MO No. 1, to provide competitive intrastate interexchange and nonswitched local exchange telecommunications services.

The Commission has the authority to cancel a certificate and tariff pursuant to Section 392.410.5, RSMo, which states, in part, "[a]ny certificate or service authority may be altered or modified by the commission after notice and hearing, upon its own motion or upon application of the person or company affected."

Based on Staff's motion and Groveline's request to cancel the certificate and tariff, the Commission finds that the certificate of service authority and accompanying tariff granted to EliteView L.L.C. d/b/a Groveline, shall be canceled.

**IT IS ORDERED THAT:**

1. The certificate of authority to provide competitive intrastate interexchange and nonswitched local exchange telecommunications services granted to EliteView L.L.C., d/b/a Groveline, in Case Number XA-2006-0312, is canceled.

2. Groveline's tariff, P.S.C. MO No. 1, is canceled.

3. This order shall become effective on July 9, 2009.
4. This case may be closed on July 10, 2009.

**BY THE COMMISSION**

A handwritten signature in black ink, appearing to read 'Colleen M. Dale', with a stylized, cursive script.

Colleen M. Dale  
Secretary

(SEAL)

Nancy Dippell, Deputy Chief Regulatory Law  
Judge, by delegation of authority pursuant to  
Section 386.240, RSMo 2000.

Dated at Jefferson City, Missouri  
on this 29th day of June, 2009.

MISSOURI TELECOMMUNICATIONS TARIFF

of

**EliteView LLC d/b/a GroveLine**

350 Myles Standish Boulevard  
Taunton, Massachusetts 02780

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This tariff ("Tariff") contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by EliteView LLC d/b/a GroveLine ("Company") within the State of Missouri. The Company is a competitive company offering competitive services within the State of Missouri. This Tariff is on file with the Missouri Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 350 Myles Standish Boulevard, 2<sup>nd</sup> Floor, Taunton, Massachusetts 02780.

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Issued: January 30, 2006

Effective Date: March 16, 2006

Issued By:

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## WAIVER OF RULES AND REGULATIONS

The following Rules and Regulations have been waived for purposes of offering network Services as set forth herein:

### STATUTES (RSMo)

Section 392.210.2	-	Establish uniform system of accounts for annual reports
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 securities
Section 392.300.2	-	Acquisition of stock
Section 392.310	-	Issuance of stocks and debt
Section 392.320	-	Stock dividend payment
Section 392.330	-	Issuance of securities, debt, and notes
Section 392.340	-	Reorganization(s)

### COMMISSION RULES

4 CSR 240-10.020	-	Depreciation and income
4 CSR 240-30.040	-	Uniform system of accounts

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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

**EXPLANATION OF SYMBOLS**

- (C) To signify **changed** condition or regulation
- (D) To signify **deleted or discontinued** rate, regulation or condition
- (I) To signify a change resulting in an **increase** to a Customer's bill
- (M) To signify that material has been **moved from** another Tariff location
- (N) To signify a **new** rate, regulation condition or sheet
- (R) To signify a change resulting in a **reduction** to a Customer's bill
- (T) To signify a change in **text** but no change to rate or charge

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### TARIFF FORMAT

- A. Sheet Numbering** – Sheet numbers appear in the heading of each sheet. Sheets are numbered sequentially. However, occasionally, 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. Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of code 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.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).

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### APPLICATION OF TARIFF

This Tariff contains the rates, terms and conditions applicable to the provision of specialized resold intrastate telecommunications services by EliteView LLC d/b/a GroveLine between various locations within the State of Missouri.

All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offerings.

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## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

**Account Code:** A numerical code, one or more of which are available to a Customer to enable identification of individual Users or groups of Users on an account and to allocate costs of service accordingly.

**Authorized User:** A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange service or is placed in a position by the Customer, either through acts or omissions, to use local exchange service.

**Business Service:** A service which conforms to one or more of the following criteria:

- A. used primarily for paid commercial, professional or institutional activity; or
- B. the service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. the service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. the service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of service, without compensation or reimbursement, for a charitable or civic purpose will not constitute business use of service unless other criteria apply.

**Called Station:** The terminating point of a call (i.e., the called number).

**Calling Card:** A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

**Carrier or Common Carrier:** Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

**Commission:** Missouri Public Service Commission

**Commitment Period:** The time period stated in a Customer contract wherein the Customer is obligated to continue service with the Company in accordance with the terms of the Contract.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Company:** EliteView LLC d/b/a GroveLine (“GroveLine”)

**Credit Card:** A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

**Customer:** The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

**Dedicated Access:** Non-switched access between a Customer’s premises and the point of presence of the Company’s underlying Carrier.

**Disconnect or Disconnection:** The termination of a circuit connection between the originating station and the Called Station or the Company’s operator.

**Prepaid Calling Card:** A card issued by the Company permitting Users to purchase a predetermined amount of access to the Company’s long distance service prior to the use of service(s). Also called a debit card.

**Residential Service:** A service which does not meet the definition of a Business Service and conforms to the following criteria:

- A. the use of the service is primarily and substantially of a social or domestic nature; and
- B. service is located in a residence, or in the case of a combined business and residential premises, the service is located in the residential section of the premises.

**Subscriber:** See “Customer” definition.

**Toll Free (“800”) Number:** An interexchange service offered pursuant to this Tariff for which the called party is assigned a unique 800-NXX-XXXX or 866-NXX-XXXX, 888-NXX-XXXX or 887-NXX-XXXX number, or any other NPA, and is billed for calls terminating at that number.

**Travel Card:** See definition of “Calling Card.”

**User:** Any person or entity that obtains the Company's services provided under this tariff, regardless of whether such person or entity is so authorized by the Customer.

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## SECTION 2 – RULES AND REGULATIONS

### 2.1. UNDERTAKING OF THE COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and terminating in any area within the State of Missouri.
- 2.1.2. Company is a non-facilities-based provider of resold interexchange telecommunications to Business and Residential Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport, and termination services provided by other interexchange Carriers.
- 2.1.4. Subject to availability, the Customer may use Account Codes to identify the Users or User groups on the Customer's account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.5. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

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## SECTION 2 – RULES AND REGULATIONS, Continued

### 2.2. LIMITATIONS OF SERVICE

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.2.2. Company reserves the right to disconnect service, with proper notice if necessary, without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this Tariff or the Commission rules.
- 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. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.
- 2.2.7. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.3. USE**

- 2.3.1.** Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2.** Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is certificated as an interexchange Carrier by the Commission. This provision does not prohibit an arrangement between the Customer, Authorized User or joint User to share the cost of service.
- 2.3.3.** Application for service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.4.** The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified Calling Card numbers or invalid Calling Card numbers to the Company, providing falsified or invalid Credit Card numbers to the Company or in any way misrepresenting the identity of the Customer.
- 2.3.5.** Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.6.** A business Customer may extend service capable of two-way communications to the location of another business Customer for the purpose of performing clerical services, which include the answering and originating of telephone calls. All regulations governing the use of service and the charges normally associated with the provision of service are applicable.
- 2.3.7.** Service will not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass the called party.
- 2.3.8.** Service will not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.3. USE, Continued**

**2.3.9.** The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

**2.3.10.** The Company's offerings are available for resale only under the terms of individually negotiated contracts. Company may require an applicant for service, who intends to use Company's offerings for resale and/or for shared use, to confirm in writing that the applicant's use of Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

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## SECTION 2 – RULES AND REGULATIONS, Continued

### 2.4. LIABILITIES OF THE COMPANY

- 2.4.1. The liability of the Company arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur, unless ordered by the Commission. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.
- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3. Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.
- 2.4.4. Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
  - B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
  - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.5.** The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.
- 2.4.6.** Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.
- 2.4.7.** No agents or employees of connecting, concurring or other participating Carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.8.** The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common Carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.

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## SECTION 2 – RULES AND REGULATIONS, Continued

### 2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.9.** The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps, including obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as the Customer's agent, to the Company's network.
- 2.4.10.** The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing or verbally or pursuant to 4 CSR 240-33.080(2) by phone message directed to the company during normal business hours and within 30 days from date of invoice, unless Commission rules specify otherwise, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Missouri law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.11.** The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.
- 2.4.12.** The Company will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing service to any Customer.
- 2.4.13.** The Company shall not be liable for any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or for the acts or omissions of other common Carriers.

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## SECTION 2 – RULES AND REGULATIONS, Continued

### 2.5. EQUIPMENT AND FACILITIES

- 2.5.1.** The Company will use reasonable efforts to maintain the facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon written consent by the Company.
- 2.5.2.** Equipment installed at the Customer premises for use in connections with the services the Company offers shall not be used for any purposes other than that for which the Company has provided the equipment.
- 2.5.3.** The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this tariff, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this tariff. Beyond this responsibility, the Company will not be responsible for:
- A. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - B. the reception of signals by Customer-provided equipment; or
  - C. network control signaling when performed by Customer-provided network control signaling equipment.
- 2.5.4.** At the request of the Customer, installation or maintenance may be performed outside of the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by the Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

Issued: January 30, 2006

Effective Date: March 16, 2006

Issued By:

Kelly Knapp, Member/Vice President  
350 Myles Standish Boulevard, 2nd Floor  
Taunton, Massachusetts 02780

Cancelled

July 9, 2009

Missouri Public

Service Commission

XD-2009-0441; JX-2006-0590

XA-2006-0312

**FILED**  
**MO PSC**

## SECTION 2 – RULES AND REGULATIONS, Continued

### 2.6. CUSTOMER RESPONSIBILITIES

- 2.6.1.** The Customer is responsible for the payment of all charges for service furnished to the Customer and for all additional charges for calls the Customer elects to continue making.
- 2.6.2.** The Customer is responsible for compliance with applicable regulations set forth in this tariff.
- 2.6.3.** The name(s) of the Customer(s) desiring to use the service must be properly verified.
- 2.6.4.** The Customer agrees to return to the Company within five (5) days of termination of service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.6.5.** The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.
- 2.6.6.** Customer shall provide and maintain at its own expense terminal equipment on the Customer's premise and the electric power consumed by such equipment. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.
- 2.6.7.** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltage and currents impressed on Company-provided equipment and wiring by the connection, operations, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by Company at the Customer's expense.

Issued: January 30, 2006

Effective Date: March 16, 2006

Issued By:

Kelly Knapp, Member/Vice President  
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Taunton, Massachusetts 02780

Cancelled  
July 9, 2009

Missouri Public

Service Commission

XD-2009-0441; JX-2006-0590

XA-2006-0312

**FILED**  
**MO PSC**

## SECTION 2 – RULES AND REGULATIONS, Continued

### 2.6. CUSTOMER RESPONSIBILITIES, Continued

- 2.6.8.** In the event Company incurs fees or expenses, including attorney's fees, to collect; or attempt to collect, any charges owed Company by customer, including charges alleged to have resulted from fraud or abuse of customer's service, the Company shall charge customer all such fees and expenses, including Company's reasonable attorney's fees, incurred to collect or to attempt to collect its charges, and Company shall be entitled to recover such fees or expenses irrespective of whether it prevails in any legal action brought to collect its charges, all in accordance with and subject to the following additional legal requirements.
- 2.6.9.** In accordance with the "filed tariff doctrine," as established by judicial and regulatory decisions and precedents, customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which customer may claim to be entitled, the duty to pay such charges shall arise upon the demand for payment by Company and shall not be delayed or deferred by the commencement of any legal or equitable action by either customer or Company in connection with such charges incurred under this Tariff.
- 2.6.10.** The Customer is responsible for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User, with these regulations; or by fire or theft or other casualty on the Customer Premises or the premises of any User, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.6.11.** The Customer is responsible for providing, at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

Issued: January 30, 2006

Effective Date: March 16, 2006

Issued By:

Kelly Knapp, Member/Vice President  
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Taunton, Massachusetts 02780

Cancelled

July 9, 2009

Missouri Public

Service Commission

XD-2009-0441; JX-2006-0590

XA-2006-0312

**FILED**  
**MO PSC**

## SECTION 2 – RULES AND REGULATIONS, Continued

### 2.6. CUSTOMER RESPONSIBILITIES, Continued

- 2.6.12.** The Customer is responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of transmission facilities and associated equipment used to provide services to the Customer from the cable building entrance or property line to the location of the building equipment space. Any and all costs associated with the obtaining and maintaining rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for service.
- 2.6.13.** The Customer is responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- 2.6.14.** The Customer is responsible for complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the locations of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under other provisions of this Tariff;
- 2.6.15.** The Customer is responsible for not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities;
- 2.6.16.** The Customer is responsible for making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes;

Issued: January 30, 2006

Effective Date: March 16, 2006

Issued By:

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Taunton, Massachusetts 02780

Cancelled  
July 9, 2009

Missouri Public

Service Commission

XD-2009-0441; JX-2006-0590

XA-2006-0312

**FILED**  
**MO PSC**



## SECTION 2 – RULES AND REGULATIONS, Continued

### 2.6. CUSTOMER RESPONSIBILITIES, Continued

- 2.6.17.** The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company, at times mutually acceptable to Company and Customer, to enter the premises of the Customer or any joint User or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities, without charge to the Company;
- 2.6.18.** The Customer is responsible for notifying Company of any interruptions of service.
- 2.6.19.** The Customer is responsible for placing any necessary orders; for complying with Tariff regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with Tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to Users. The Customer is also responsible for the payment of all charges for calls originated at the Customer's numbers.
- 2.6.20.** The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.6.21.** The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or services, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.

Issued: January 30, 2006

Effective Date: March 16, 2006

Issued By:

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Taunton, Massachusetts 02780

Cancelled  
July 9, 2009

Missouri Public

Service Commission

XD-2009-0441; JX-2006-0590

XA-2006-0312

**FILED**  
**MO PSC**



**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.7. CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF SERVICE**

**2.7.1. Unauthorized Use of Services**

- A. Unauthorized use of services occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the service, obtains the Company's services provided under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the services, makes fraudulent use of the Company's services, or uses specific services that are not authorized.
- B. Fraudulent use includes, but is not limited to:
1. Using the Company's services to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
  2. Using or attempting to use the Company's services with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
  3. Toll free callers using the Company's services with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
  4. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

Issued: January 30, 2006

Effective Date: March 16, 2006

Issued By:

Kelly Knapp, Member/Vice President  
350 Myles Standish Boulevard, 2nd Floor  
Taunton, Massachusetts 02780

Cancelled  
July 9, 2009

Missouri Public

Service Commission

XD-2009-0441; JX-2006-0590

XA-2006-0312

**FILED**  
**MO PSC**

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.7. CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF SERVICE,**  
Continued

**2.7.1. Unauthorized Use Services, Continued**

- C. Customers are advised that use of telecommunications equipment and services, including those provided under this tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll, PBX, and Centrex "clip-on" fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this tariff. Furthermore, Customers must notify the Company in writing of unauthorized use or charges appearing on the Customer's bill. All charges shall be deemed correct and authorized if such notice is not received by the Company within thirty (30) days from the date of issuance of the Customer's bill.

**2.7.2. Liability for Unauthorized Use**

- A. The Customer is responsible for payment of all charges for services provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is responsible for payment of all outbound call charges arising from calls placed to a Customer's 800 service number, whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.

Issued: January 30, 2006

Effective Date: March 16, 2006

Issued By:

Kelly Knapp, Member/Vice President  
350 Myles Standish Boulevard, 2nd Floor  
Taunton, Massachusetts 02780

Cancelled

July 9, 2009

Missouri Public

Service Commission

XD-2009-0441; JX-2006-0590

XA-2006-0312

**FILED**  
**MO PSC**

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.7. CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF SERVICE,**  
Continued

**2.7.2. Liability for Unauthorized Use, Continued**

- C. The Customer is liable for all costs incurred as a result of unauthorized use of the network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the Customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer's service. The Company will also assist the Customer in facilitating changes in phone number, and assist the Customer in identifying perpetrator(s) of the fraud for purposes of pursuing civil remedies.
- D. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Company's services.

**2.7.3. Liability for Calling Card Fraud**

- A. The Customer is liable for the unauthorized use of the Company's services obtained through the fraudulent use of a Company Calling Card, provided that the unauthorized use occurs before the Company has been notified.
- B. The Customer must give the Company notice that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons.
- C. The limitations on Customer liability in this subsection shall not apply to pre-paid or debit cards.

Issued: January 30, 2006

Effective Date: March 16, 2006

Issued By:

Kelly Knapp, Member/Vice President  
350 Myles Standish Boulevard, 2nd Floor  
Taunton, Massachusetts 02780

Cancelled  
July 9, 2009

Missouri Public

Service Commission

XD-2009-0441; JX-2006-0590

XA-2006-0312

**FILED**  
**MO PSC**

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.7. CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF SERVICE,**  
Continued

**2.7.4. Liability for Credit Card Fraud.**

The Customer is liable for the unauthorized use of the Company's services obtained through the fraudulent use of a Credit Card. The liability of the Customer for unauthorized use of the Company's services by Credit Card fraud may be limited by state or federal law, and the Customer shall seek indemnification from the organization or company issuing such card for unauthorized use thereof.

**2.8. INDEMNITY**

Subject to the limitations of liability set forth in Section 2.4 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all claims to the extent that such claims were proximately caused by any negligent or willful act or omission by the party from whom indemnity is sought, or by the agents, employees, subcontractors or assignees of the party from whom indemnity is sought, in connection with use of the services. The indemnifying party under this Section shall defend the other at the other's request against any such claim. The party seeking indemnification under this Section must notify the other promptly of written claims or demands for which the indemnifying party may be responsible. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal, provided it pays the cost of any required appeal bond, compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

**2.9. FULL FORCE AND EFFECT**

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

Issued: January 30, 2006

Effective Date: March 16, 2006

Issued By:

Kelly Knapp, Member/Vice President  
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Taunton, Massachusetts 02780

Cancelled  
July 9, 2009

Missouri Public

Service Commission

XD-2009-0441; JX-2006-0590

XA-2006-0312

**FILED**  
**MO PSC**

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.10. INTERRUPTIONS OF SERVICE**

- 2.10.1.** Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4, herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.10.2.** An interruption period begins when the Customer reports a service facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.10.3.** If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired, but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 2.10.4.** Only Customers receiving services utilizing the Company's facilities and switch equipment will be entitled to credit allowances.
- 2.10.5.** Credits for interruptions of service shall in no event exceed an amount equivalent to the Monthly Facility Charge for the month of service during which the event that gave rise to the claim for a credit occurred. A credit allowance as provided in Section 2.10.7. is applied against the rates specified and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

Issued: January 30, 2006

Effective Date: March 16, 2006

Issued By:

Kelly Knapp, Member/Vice President  
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Taunton, Massachusetts 02780

Cancelled  
July 9, 2009

Missouri Public

Service Commission

XD-2009-0441; JX-2006-0590

XA-2006-0312

**FILED**  
**MO PSC**

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.10. INTERRUPTIONS IN SERVICE, Continued**

**2.10.6.** No credit allowances will be made for any interruption in service:

- A. due to the negligence of, or non-compliance with the provisions of this Tariff , by any person or entity other than the Company, including but not limited to the customer or other common Carriers connected to the service of the Company;
- B. due to the failure of power, equipment, systems, or services not provided by the Company;
- C. due to circumstances or causes beyond the control of the Company;
- D. during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period in which the Customer continues to use the service on a impaired basis;
- F. during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a chance in service arrangements;
- G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. that was not reported to the Company within thirty (30) days of the date that service was affected.

Issued: January 30, 2006

Effective Date: March 16, 2006

Issued By:

Kelly Knapp, Member/Vice President  
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Taunton, Massachusetts 02780

Cancelled

July 9, 2009

Missouri Public

Service Commission

XD-2009-0441; JX-2006-0590

XA-2006-0312

**FILED**  
**MO PSC**

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.10. INTERRUPTIONS IN SERVICE, Continued**

**2.10.7. Credit for Service Interruption**

- A. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.
- B. The Subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula:  $\text{Credit} = (A/720) \times B$

A – outage time in hours

B – total monthly charge for affected utility

- 2.10.8.** Company has no liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission or call processing of customer's communications traffic by any underlying Carrier. The Company's liability for such damages occurring in the course of furnishing the Company's services but not caused by its gross negligence or willful misconduct or that of its employees or agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which such mistakes, interruptions, omissions, delays, errors, or defects in the Company's furnishing of its services occur.

Issued: January 30, 2006

Effective Date: March 16, 2006

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Cancelled

July 9, 2009

Missouri Public

Service Commission

XD-2009-0441; JX-2006-0590

XA-2006-0312

**FILED**  
**MO PSC**

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.11. RESTORATION OF SERVICE**

**2.11.1.** The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

**2.11.2.** When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service.

**2.12. MINIMUM SERVICE PERIOD**

The minimum service period is one month (30 days).

**2.13. EARLY CONTRACT TERMINATION PENALTIES**

In the event a Customer terminates service with the Company prior to the end of the service contract or in the event that the Company terminates service based upon Customer's default during the term of the service contract, Customer will pay to the Company a termination fee consisting of 1) any installation charges previously waived by Company, and 2) a termination penalty equivalent to the month-to-month rate for all service multiplied by the number of months remaining in the service contract. The termination fee will be due immediately upon termination of service.

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Issued: January 30, 2006

Effective Date: March 16, 2006

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Taunton, Massachusetts 02780

Cancelled

July 9, 2009

Missouri Public

Service Commission

XD-2009-0441; JX-2006-0590

XA-2006-0312

**FILED**  
**MO PSC**



## SECTION 2 – RULES AND REGULATIONS, Continued

### 2.14. PAYMENTS AND BILLING

#### 2.14.1. Service Cycle and Billing Date

Service is provided and billed on a monthly (30 day) basis and sent via first class mail, by electronic posting to a secure site on the Internet, or via electronic mail to a confirmed Customer electronic mail address. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.

#### 2.14.2. Bills

##### A. Residential Billing

Pursuant to 4 CSR 240-33.040:

1. The Company, after the initial bill for new Service is rendered, will render a bill during each billing period except when the bill has a “00” balance.
2. Every bill will clearly state the information required by 4 CSR 240-33.040 (6)
3. The amount of any deposit held by the Company and the interest accrual rate will be stated on the first bill for which a Customer received Service and on the last bill for which the Customer received Service.
4. During the first billing period in which a Customer receives Service, a Customer will receive a bill insert or other written notice that contains an itemized account of the charges for the equipment and Service for which the Customer has contracted.

##### B. Business Billing

For Business Customers, only, usage charges may be billed without being detailed as to the duration, time of day, or destination of individual calls.

Issued: January 30, 2006

Effective Date: March 16, 2006

Issued By:

Kelly Knapp, Member/Vice President  
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Taunton, Massachusetts 02780

Cancelled  
July 9, 2009

Missouri Public

Service Commission

XD-2009-0441; JX-2006-0590

XA-2006-0312

**FILED**  
**MO PSC**

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.14. PAYMENTS AND BILLING, Continued**

- 2.14.3.** The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.14.4.** Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty (30) days after the date of posting are subject to a late payment charge on the unpaid balance, as set forth in Section 4.2, and may be subject to additional collection agency fees.
- 2.14.5.** Billing is payable via check, wire transfer, Credit Card or automatic bank debit upon receipt and past due thirty (30) days after issuance and posting of invoice.
- 2.14.6.** A returned check charge as listed in Section 4.2 of this Tariff will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.
- 2.14.7.** At the Customer's request, and upon payment of all outstanding non-disputed amounts owed by Customer to the Company for service, Company will reconnect Customer whose service has been disconnected for non-payment. Customer is also responsible for payment of the reconnection fee set forth in Section 4.2 of this Tariff.
- 2.14.8.** Pursuant to 4 CSR 240-33.090 a Residential Customer may enter into a "Settlement Agreement" to obtain an extension of time in which to pay charges due to the Company as set forth below.
- A. When a Customer is unable to pay a charge in full when due, the Company to will permit the Customer to enter into an initial Settlement Agreement under which the charge may be paid as mutually agreed to by both parties. A copy of the Settlement Agreement shall be delivered or mailed to the Customer upon request by the Customer.
  - B. Matters treated by a Settlement Agreement shall not constitute a basis for a discontinuance as long as the terms of the Settlement Agreement are followed.

Issued: January 30, 2006

Effective Date: March 16, 2006

Issued By:

Kelly Knapp, Member/Vice President  
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Cancelled

July 9, 2009

Missouri Public

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XD-2009-0441; JX-2006-0590

XA-2006-0312

**FILED**  
**MO PSC**

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.14. PAYMENTS AND BILLING, Continued**

- 2.14.9.** Pursuant to 4 CSR 240-33.080(2) A Customer shall advise the Company that all or part of a charge is in dispute by written notice, in person or by a telephone message directed to the Company during normal business hours. The dispute must be registered with the Company prior to the delinquent date of the charge or a Customer to avoid discontinuance of service as set forth in Section 2.16 of this Tariff.
- 2.14.10.** Billing disputes should be addressed to Company's Customer Service Organization via telephone to (800) 334-3050, or in writing, addressed to Customer Service Department, 350 Myles Standish Boulevard, 2nd Floor, Taunton, Massachusetts 02780.
- 2.14.11.** In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
  - B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Missouri Public Service Commission for its investigation and decision.

The address and telephone number of the Commission are:

Missouri Public Service Commission  
200 Madison Street, Suite 100  
Jefferson City, MO 65102-0360

Telephone: (573) 751-8514  
Toll Free: (800) 392-4211

Issued: January 30, 2006

Effective Date: March 16, 2006

Issued By:

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Cancelled  
July 9, 2009

Missouri Public  
Service Commission

XD-2009-0441; JX-2006-0590

XA-2006-0312

**FILED**  
**MO PSC**

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.15. CANCELLATION BY CUSTOMER**

- 2.15.1.** Customer may cancel service by subscribing to another presubscribed interexchange Carrier.
- 2.15.2.** The Customer may cancel service orally or in writing.
- 2.15.3.** Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
  - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
  - C. Based on an order for service and construction has either begun or has been completed, but no service provided.

Issued: January 30, 2006

Effective Date: March 16, 2006

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Cancelled

July 9, 2009

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XD-2009-0441; JX-2006-0590

XA-2006-0312

**FILED**  
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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.16. CANCELLATION BY COMPANY**

**2.16.1. Discontinuance of Service to Business Customers**

Company may immediately discontinue furnishing the Service to a Business Customer without incurring liability.

- A. If there is a condition determined in Company's sole discretion to be hazardous to the Customer, to other Customers of Company, to Company's equipment, to the public or to employees or agents of Company; or
- B. If Company deems refusal or disconnection necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or Services; or
- C. For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to Service; or
- D. For use of Company's Services for any purpose other than that described in the application; or
- E. In the event of Customer use of equipment in such a manner as to adversely affect Company's equipment or the Service to others; or
- F. In the event of tampering with the equipment furnished and owned by Company; or
- G. In the event of unauthorized or fraudulent use of Service.

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XD-2009-0441; JX-2006-0590

XA-2006-0312

**FILED**  
**MO PSC**

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.16. CANCELLATION BY COMPANY, Continued**

**2.16.2. Discontinuance of Service to Residential Customers**

- A. Pursuant to 4 CSR 240-33.070, Company may discontinue Service to Residential Customers without liability upon ten (10) days written notice to the Customer via first-class mail prior to discontinuance of Service. Service of notice by mail is complete upon mailing. As an alternative, the Company may deliver a written notice by hand to the Customer at least ninety-six (96) hours prior to discontinuance.
- B. The Company may discontinue service for the following reasons:
  - 1. Nonpayment of a delinquent charge except as limited by state rules.
  - 2. Failure to post a required deposit or guarantee;
  - 3. Unauthorized use of Company equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;
  - 4. Failure to comply with terms of a settlement agreement;
  - 5. Refusal after reasonable notice to permit inspection, maintenance or replacement of Company equipment;
  - 6. Material misrepresentation of identity in obtaining Service; or
  - 7. As provided by state or federal law.
- C. A notice of discontinuance will contain the information required by 4 CSR 240-33.040(8)
- D. Upon the Customer's request, the Company will restore Service consistent with all other provisions of this Tariff when the cause of discontinuance has been eliminated.
- E. Payment by personal check may be refused if the Customer, within the last twelve (12) months, has tendered payment in this manner and the check has been dishonored, except when the dishonor is due to bank Error.

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XD-2009-0441; JX-2006-0590

XA-2006-0312

**FILED**  
**MO PSC**

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.16. CANCELLATION BY COMPANY, Continued**

- 2.16.3.** The discontinuance of Service(s) by Company pursuant to this section does not relieve the Customer of any obligations to pay Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein are not exclusive, and Company is at all times be entitled to all the rights available to it under law or equity.
- 2.16.4.** The Company may refuse to permit collect calling, Calling Card and third-number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.
- 2.16.5.** Service will not be disconnected on any Friday, Saturday, Sunday, or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.17. INTERCONNECTION**

- 2.17.1.** The Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for interconnections with the Company. In addition, the Customer shall ensure that its equipment and/or system or that of its agents is properly interfaced with the Company's service and the signals emitted into the Company's network are of the proper mode, band-width, power, data, speed and signal level from the intended use of the Customer. If the Customer or its agent fails to properly maintain and operate its equipment and/or system of that of its agent, the Company may, upon written request, require the use of protective equipment at the Customer's request.
- 2.17.2.** Service furnished by Company may be interconnected with services or facilities of other authorized communications common Carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating Carriers shall be provided at the Customer's expense.
- 2.17.3.** Interconnection between the facilities or services of other Carriers shall be under the applicable terms and conditions of the other Carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

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## SECTION 2 – RULES AND REGULATIONS, Continued

### 2.18. DEPOSITS AND ADVANCE PAYMENTS

#### 2.18.1. Advance Payments

To safeguard its interests, Company may require a Customer to make an advance payment before Services are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's recurring charges for the Service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges for a period to be set between Company and the Customer (if any). The advance payment will be credited to the Customer's initial bill. An advance payment will be required in addition to a deposit.

#### 2.18.2. Deposits

##### A. Deposits and Guarantees of Payment for Residential Customers

Pursuant to 4 CSR 240-33.050, the Company may require a deposit from a Residential Customer as set forth below.

1. The Company may require a deposit or guarantee as a condition of new Service. The deposit may be required prior to and no more than thirty (30) calendar days after the Company actually provides Service as stated in this Tariff.
2. The Company may require a deposit or guarantee as a condition of continued Service under either of the following circumstances:
  - (a) The Customer has delinquent charges in two (2) out of the last twelve (12) billing periods.
  - (b) The Customer has had Service discontinued as set forth in Section 2.16 at any time during the preceding twelve (12) billing periods.
3. No deposit, guarantee, additional deposit nor additional guarantee will be required by the Company because of race, sex, creed, national origin, marital status, age, number of dependents, source of income, disability or geographical area of residence.

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XA-2006-0312

**FILED**  
**MO PSC**

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.18. DEPOSITS AND ADVANCE PAYMENTS, Continued**

**2.18.2. Deposits, Continued**

**A. Deposits and Guarantees of Payment for Residential Customers, Continued**

**4. Deposit Terms**

A deposit will be subject to the following terms:

- (a) It will not exceed estimated charges for two (2) months' Service based on the average bill during the preceding twelve (12) months, or, in the case of new Applicants for Service, the average monthly bill for new Subscribers within a Customer class;
- (b) It will bear interest at a rate which is equal to one percent (1%) above the prime lending rate as published in the *Wall Street Journal*. This rate will be adjusted annually on December 1 using the prime lending rate, as published in the *Wall Street Journal* on the last business day of September of each year, plus one percent (1%). The interest will be credited annually upon the account of the Customer or paid upon the return of the deposit, whichever occurs first. Interest will not accrue on any deposit after the date on which a reasonable effort has been made to return it to the Customer. Records shall be kept of efforts made to return a deposit;
- (c) Upon discontinuance or termination, it will be credited, with accrued interest, to the charge stated on the final bill and the balance, if any, will be returned to the Customer within twenty-one (21) days of the rendition of such final bill;
- (d) Upon satisfactory payment of all undisputed charges during the last twelve (12) billing periods, it will with accrued interest be promptly refunded or credited against charges stated on subsequent bills. The Company may withhold refund of a deposit pending the resolution of a dispute with respect to charges secured by such deposit;

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XA-2006-0312

**FILED**  
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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.18. DEPOSITS AND ADVANCE PAYMENTS, Continued**

**2.18.2. Deposits, Continued**

A. Deposits and Guarantees of Payment for Residential Customers, Continued

4. Deposit Terms, Continued

- (e) The Company will maintain records which show the name of each Customer who has posted a deposit, the current address of such Customer, the date and amount of deposit, the date and amount of interest paid and the earliest possible refund date;
  - (f) The Company will upon request provide within ten (10) days a receipt that contains the following information: 1. Name of Customer; 2. Address where the Service for which the deposit is required will be provided; 3. Place where deposit was received or a designated code which identifies the location; 4. Date when the deposit was received; 5. Amount of the deposit; and 6. The terms which govern retention and refund of the deposit;
  - (g) The Company will maintain a record of the deposit refunded and interest paid on such deposit for a period of at least two (2) years after the refund is made; and
  - (h) The Company will permit a Customer to post a deposit required as a condition of continued Service in two (2) equal monthly installments or as otherwise agreed upon. A company may bill these installments as a line-item on Customer bills.
5. In lieu of a deposit the Company may accept a written guarantee. The guarantee will not exceed the amount of a cash deposit that the Company could request under this section.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.18. DEPOSITS AND ADVANCE PAYMENTS, Continued**

**2.18.2. Deposits, Continued**

A. Deposits and Guarantees of Payment for Residential Customers, Continued

6. A guarantor shall be released upon satisfactory payment of all undisputed charges during the last twelve (12) billing periods. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent, provided it is not in dispute. The Company will provide to the Commission upon request credit criteria and screening procedures, and standardized record keeping and verification procedures for uncollectible accounts.

B. Deposits and Guarantees of Payment for Business Customers

1. Company may require a deposit from a business Applicant for new Service. A deposit may be waived if, according to Company's assessment, the applicant is a satisfactory credit risk.
2. Company may require a deposit from an existing Business Customer as a condition to the further provision of Service if, according to Company's assessment, the Customer has become a credit risk.
3. Customers may satisfy deposit requirements: (a) in cash, (b) by an acceptable bank letter of credit, or (c) other forms of security acceptable to Company.
4. Deposits will be refunded to Business Service Customers at the sole discretion of Company.
5. When Service has been terminated or disconnected, Company will deduct any and all unpaid amounts from the deposit, and the difference will be refunded, if applicable.

C. A Deposit may be required in addition to an Advance Payment.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.19. CREDIT LIMIT**

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of services for any monthly period.

**2.20. TAXES AND SURCHARGES**

The Customer is responsible for payment of all federal, state and local taxes, franchise, excise and other fees applicable to the services, including, but not limited to: sales, use, excise, franchise, access, universal service, 911 services and handicapped services.

Taxes and franchise fees will be itemized separately on the Customer's bill

All charges and fees subject to Missouri Public Service Commission jurisdiction, except taxes and franchise fees, will be submitted to the Commission for prior approval.

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### SECTION 3 – DESCRIPTION OF SERVICE

#### 3.1. TIMING OF CALLS

- 3.1.1.** The Customer's long-distance usage charge is based on the actual usage of Company's service. Usage begins when the called party answers, (i.e. when any two-way communication, often referred to as "conversation time" is possible). When the called party answers is determined by hardware supervision in which the local telephone company sends a signal to the Carrier's switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when either the called or calling party hangs up.
- 3.1.2.** The minimum call duration for billing purposes for all services, unless otherwise provided in this Tariff, is eighteen (18) seconds with six (6) second billing increments thereafter.
- 3.1.3.** Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4.** There is no billing for incomplete calls.

Issued: January 30, 2006

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Cancelled

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XA-2006-0312

**FILED**  
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### SECTION 3 – DESCRIPTION OF SERVICE, Continued

#### 3.2. GROVELINE TELECOMMUNICATIONS SERVICES

Company provides switched and dedicated telecommunications services, which allow a Customer to establish a communications path between two stations by using uniform dialing plans.

**3.2.1 Switched Access Service** offers Users both outbound One Plus and inbound toll free long distance telecommunications services.

**3.2.2 Dedicated Access Service** offers Users both outbound One Plus and inbound, toll free long distance telecommunications services over dedicated local access connections to the underlying Carrier's point of presence. This service is designed for Customers with high traffic volumes that justify the additional costs of Dedicated Access facilities.

**3.2.3 Directory Assistance** is provided by the Company's underlying Carrier to Subscriber's of record. The Customer may access the underlying Carrier's Directory Assistance by dialing the area code plus 555-1212. The Customer will be billed for such service by Company, except as stated in this Tariff.

**3.2.4 Toll Free Service** is a switched or Dedicated Access service offering inbound, toll free, long distance telecommunications services from points originating and terminating in the State of Missouri. This service enables the caller to contact the Customer without incurring toll charges, through the use of an assigned "800, 866, 877" or other designated toll-free number. The Customer pays for the call. The Company will participate in porting toll-free numbers only if the account balance is zero and all undisputed charges incurred as a result of the toll-free number have been paid.

**3.2.5 Travel Card Service** permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch-tone phone in the United States by dialing a toll free number and entering a personal identification code, followed by the desired telephone number. Calling Card calls appear on the Customer's monthly long-distance bill.

#### 3.3. PROMOTIONS

The Company may, from time to time, engage in special promotions of new or existing service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group. Promotional offerings shall go into effect seven (7) days after being filed with the Commission pursuant to Missouri State law.

Issued: January 30, 2006

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## SECTION 4 – RATES

### 4.1. SERVICE CHARGES

Service charges per account are based on the following schedules:

#### 4.1.1. Switched Access Outbound Service

Initial 18 <u>Seconds</u>	Additional <u>6 Seconds</u>
\$0.0885	\$0.0295

#### 4.1.2. Switched Access Toll Free Service

Initial 18 <u>Seconds</u>	Additional <u>6 Seconds</u>
\$0.0885	\$0.0295

#### 4.1.3. Dedicated Access Outbound Service

Initial 18 <u>Seconds</u>	Additional <u>6 Seconds</u>
\$0.0300	\$0.0100

#### 4.1.4. Dedicated Access Toll Free Service

Initial 18 <u>Seconds</u>	Additional <u>6 Seconds</u>
\$0.0300	\$0.0100

#### 4.1.5. Travel Card Service

Initial 18 <u>Seconds</u>	Additional <u>6 Seconds</u>
\$0.0950	\$0.0190

#### 4.1.6. Directory Assistance

Per Call	\$0.75
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**FILED**  
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**SECTION 4 – RATES, Continued**

**4.2. MISCELLANEOUS FEES AND SURCHARGES**

**4.2.1. Late Payment Penalty**

Bills not paid within thirty (30) days after the date of posting are subject to a payment charge of 1.5% on the unpaid balance, and may be subject to additional collection agency fees.

**4.2.2. Returned Check Charge**

A charge of \$25.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

**4.2.3. Service Reconnection Fee**

At the Customer's request, and upon payment of all outstanding non-disputed amounts owed by Customer to the Company for service, Company will reconnect Customer whose service has been disconnected for non-payment.

Service Reconnection Fee, per occurrence \$25.00

**4.3. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

Private line services will be made available to customers in a non-discriminatory manner. Rates for interexchange and local exchange dedicated access, private line, non-switched services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched service.

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