

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

Missouri Public

REC'D JUL 03 2003

Service Commission

TITLE PAGE

OF

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

OF

METRO TELECONNECT COMPANIES, INC.

2150 Herr Street
Harrisburg, Pennsylvania 17013
Toll-Free Telephone: (800) 695-6955

This Tariff, filed with the Missouri Public Service Commission,
contains rates, terms, and conditions applicable to
intrastate interexchange telecommunications services
provided within the State of Missouri by
Metro Teleconnect Companies, Inc.

Metro Teleconnect Companies, Inc., operates as a
competitive telecommunications company in the State of Missouri.

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Metro Teleconnect Companies, Inc.
2150 Herr Street
Harrisburg, PA 17103

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES **Missouri Public**

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WAIVER OF RULES AND REGULATIONS

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Pursuant to Order of the Missouri Public Service Commission, the following statutory provisions and Commission rules have been waived with respect to the Company's provision of basic local exchange telecommunications services as set forth herein:

Statutes

392.210.2
392.240.1
392.270
392.280
392.290
392.300.2
392.310
392.320
392.330
392.340

Missouri Public Service Commission Rules

4 CSR 240-3.545(2)(C)
4 CSR 240-10.020
4 CSR 240-30.040
4 CSR 240-33.030

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EXPLANATION OF SYMBOLS
AND ABBREVIATIONS

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

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- C - To signify changed administrative regulation
- D - To signify discontinued rate, administrative regulation, or text.
- I - To signify increase.
- N - To signify new rate and/or new text.
- R - To signify reduction.
- T - To signify change in text.

The following abbreviation is used in this tariff.

LATA - Local Access and Transport Area

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APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by Metro Teleconnect Companies, Inc., with principal offices at 2150 Herr Street, Harrisburg, Pennsylvania 17103. This Tariff applies to services furnished in the State of Missouri. Service is furnished subject to the availability of facilities. This Tariff is on file with the Missouri Public Service Commission and copies can be inspected, during normal business hours, at the Company's principal place of business.

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SECTION 1 - DEFINITIONS

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Certain terms used generally throughout this Tariff are defined below.

Service Commission

Commission - Missouri Public Service Commission, unless the context indicates otherwise.

Company - Metro Teleconnect Companies, Inc. ("Company"), unless the context indicates otherwise. Also may be referred to as the "Carrier."

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of rates and charges and compliance with Tariff regulations.

Disconnection - The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

ICB - Individual case basis, i.e., a service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of Customer's situation.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0 192 for the provision and administration of communications services.

Premises - The space designated by Customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business, as well as space at Customer's place of business.

Service or Services - The services covered by this tariff shall include only the State of Missouri.

Tariff - This tariff containing the descriptions, regulations and rates applicable to the furnishing of service and facilities for telecommunications services provided by Company, unless the context indicates otherwise.

Terminal Equipment - Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephone, and data sets.

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SECTION 2 - RULES AND REGULATIONS

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2.1 UNDERTAKING OF THE COMPANY

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2.1.1 Scope

The Company undertakes to furnish intrastate telecommunications services within the State of Missouri under the terms of this Tariff. Service is available 24 hours a day, seven days a week. The Company reserves the sole right to determine the methods of access and the optimum routing for communications.

The Company is responsible under this Tariff only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

2.1.2 Shortage of Equipment or Facilities

The furnishing of service under this Tariff is subject to availability on a continuing basis of all necessary equipment or facilities from other telecommunications providers to the Company for resale.

2.2 TERMS AND CONDITIONS

2.2.1 This Tariff shall be interpreted and governed by the laws of the State of Missouri.

2.2.2 Another telephone company must not interfere with the right of any person or entity to obtain service directly from Company.

2.2.3 Neither the Company nor Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer or substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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2.2 TERMS AND CONDITIONS (continued)

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2.2.4 Use of Service

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Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by Customer. This provision does not prohibit an arrangement between Customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

A. The minimum period of service is one month (30 days), unless otherwise stated in this Tariff.

B. At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.

2.3 LIMITATIONS OF SERVICE

2.3.1 The Company offers service to all those who desire to purchase service from the Company consistent with all provisions of this Tariff. Customers or subscribers interested in the Company's services shall file a service application with the Company which fully satisfies the Company and identifies the services required.

2.3.2 Service is offered subject to the availability on a continuing basis of all necessary facilities and/or equipment from other telecommunications providers to the Company for resale and subject to the provisions of this Tariff. The Company reserves the right not to provide service to or from a location where legally prohibited or the necessary facilities or equipment are not available.

2.3.3 The Company reserves the right to discontinue furnishing service, upon a written notice, when necessitated by conditions beyond its control, or when Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Commission, or the law.

2.3.4 Title to all facilities provided by the Company under these regulations remains with the Company. 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 for service.

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2.4 LIABILITY

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- 2.4.1 The liability of the Company for any damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, errors, or defects in any service, facility, or transmission provided under the Tariff, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission shall not exceed an amount equivalent to the proportionate charge to Customer for the period of service or the facility provided during which such mistake, omission, interruption, delay, error, or defect occurs. For the purpose of computing this amount, a month is considered to have 30 days. The extension of such allowances for interruption shall be the sole remedy of Customer and the sole liability of the Company for any direct, indirect, incidental, special, consequential, special, exemplary or punitive damages, or for any lost profits, even if advised of the possibility of the same, as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this Tariff, and subject to the provisions of this Section, the Company's liability, if any, shall be limited as provided herein.
- 2.4.3 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.4.4 The Company shall not be liable for any claim of loss, expense, or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff, if caused by any person or entity other than the Company, any malfunction of any service or facility provided by any other carrier, act of God, fire, war, civil disturbance, act of government, or by any other cause beyond the Company's control.
- 2.4.5 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with the Company's services.
- 2.4.6 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of equipment on such premises or the installation or removal thereof unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

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2.4 LIABILITY (continued)

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- 2.4.7 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.4.8 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's offers or for the acts or omissions of other common carriers or warehousemen.
- 2.4.9 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages or losses associated with service, channels, or equipment which it does not furnish, or for damages or losses which result from the operation of Customer-provided systems, equipment, facilities or services.
- 2.4.10 The Company shall not be liable for and shall be fully indemnified, held harmless, and defended by Customer or others authorized by it to use the Service against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
- A. defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by the Company under this Tariff;
 - B. all other claims arising out of any act or omission of Customer or others, in connection with any service provided by the Company pursuant to this Tariff;
 - C. connecting, combining, or adapting the Company's facilities with Customer's apparatus or systems;
 - D. any act or omission of Customer or others, in connection with any service provided by the Company pursuant to this Tariff; or

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2.4 LIABILITY (continued)

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2.4.10 (continued)

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- E. any personal injury or death of any person or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by gross negligence of the Company.

- 2.4.11 Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

- 2.4.12 The Company shall not be liable for any damages, including usage charges, that Customer may incur as a result of the unauthorized use of its Authorization Code(s) by others. The unauthorized use of Customer Authorization Code(s) includes, but is not limited to, the placement of calls using Customer's Authorization Code(s) without the authorization of Customer. Customer shall be fully liable for all such usage charges.

- 2.4.13 No agent or employee of any other carrier shall be deemed to be an agent or employee of Carrier.

- 2.4.14 THE COMPANY MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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2.5 RESPONSIBILITY OF CUSTOMER

Service Commission

2.5.1 All Customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment, and/or communications systems provided by others are connected to the Company's facilities, Customer assumes additional responsibilities. Customers are responsible for the following:

- A. Customer is responsible for placing orders for service, paying all charges for service rendered by the Company, and complying with the Company's regulations governing the service. Customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, Customer must provide:
 - 1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 - 2. the name(s), telephone number(s), and address(es) of Customer contact person(s).
- C. Customer must pay the Company for the replacement or repair of the Company's equipment when the damage results from:
 - 1. the negligence or willful act of Customer or user;
 - 2. improper use of service; or
 - 3. any use of equipment or service provided by others.

2.5.2 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

- A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by the Company.
- B. Credit allowances for failure of service or equipment starts when Customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.

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2.5 RESPONSIBILITY OF CUSTOMER (continued)

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2.5.3 Cancellation by Customer

Service Commission

- A. Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if Customer cancels prior to the expiration of a one-year or multi-year service agreement. Such termination charge will be equal to one month's usage as projected in the Company's proposal for service, or the actual average monthly usage to date, whichever is higher, plus the monthly account charge for the remainder of the contract period.
- B. If Customer orders service requiring special facilities dedicated to Customer's use and then cancels the order before the service begins, before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and the Company, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by the Company and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by Customer. Such charge will be determined on a case-by-case basis.

2.5.4 Payment and Charges for Service

- A. Payment for Service is made in advance by Customer at the time any of the Company's prepaid services are initially purchased or are replenished.
- B. Customer is responsible for payment of all charges for service furnished to Customer or Authorized Users, including, but not limited to all calls originated at Customer's number(s); received at Customer's number(s); billed to Customer's number(s) via third-party billing; incurred at the specific request of Customer; or placed using a calling card issued to Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to Customer. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- C. The security of Customer's Authorization Code(s) is the responsibility of Customer. All calls placed using Customer's Authorization Code(s) shall be deducted from Customer's account.
- D. Customers may pay for service by credit card, an authorized payment agent, or check.
- E. Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees. Interest charges (1.5% per month, or the highest rate permitted by law if lower than 1.5% per month) will accrue daily on any unpaid balance that is more than 30 days old.

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2.5 RESPONSIBILITY OF CUSTOMER (continued)

Service Commission

2.5.5 Disputed Bills

Customer shall notify the Company of any disputed items on a bill within 30 days. The Company will make a prompt and reasonable investigation of each complaint including complaints regarding service requests or problems, whether made in writing, in person, or by telephone. If Customer and the Company are unable to resolve the dispute to their mutual satisfaction, Customer may contact the Missouri Public Service Commission.

- A. The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies Customer of the disposition of the dispute.

2.5.6 Deposits

The Company does not require or collect deposits from Customers.

2.6 RESPONSIBILITY OF THE COMPANY

2.6.1 Discontinuance of Service by the Company

Without incurring any liability, Company may under the following conditions discontinue or terminate Service to a Customer.

- A. For nonpayment of bills.
- B. For noncompliance with a state, municipal or Federal law, ordinance or regulation or noncompliance with or violation of any Commission regulation.
- C. For noncompliance with any of the provisions of this tariff governing Service.
- D. For dangerous conditions.
- E. For outstanding indebtedness.
- F. In the event of unauthorized or fraudulent use of Service.
- G. By reason of any order or decision of a court or other government authority having jurisdiction that prohibits the Company from furnishing Service to Customer.
- H. For refusal of access in order to perform tests and inspections necessary to insure compliance with tariff regulations or the proper installation, operation, and maintenance of Company's equipment and facilities.
- I. For illegal use or theft of Service.

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2.7 INTERRUPTION OF SERVICE

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Credit allowance for interruption of service which is not due to the negligence of Customer or to the failure of channels, equipment, and/or communications systems provided by Customer and other carriers are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to the Company's terminal.

2.8 RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.9 TAXES AND SURCHARGES

Customer is responsible for payment of any sales, use, gross receipts, excise, or other local, state, or federal taxes or surcharges, however designated (excluding taxes on the Company's net income) imposed on or based upon the provision, sale, or use of the Company's services. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

- 2.9.1 All state and local taxes are listed as separate line items on the Customer's bill and are not included in the quoted rate(s). Other taxes, charges and regulatory assessments may be identified in the aggregate on the Customer's bill and are not be included in the quoted rate.
- 2.9.2 Taxes, charges, surcharges and assessments shall be billed to the Customer receiving service within the territorial limits of such State, county, city or other taxing authority. Such billing shall allocate the tax, charge, surcharge and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of service made subject to such tax, charge, and/or assessment.
- 2.9.3 Rates and charges for the Company's prepaid services, as stated in the Company's rate schedule, do not include federal excise tax or those state and local taxes which are required to be paid at the point of sale. The tariffed rate does include those state and local taxes which are required to be paid on the usage of the underlying telecommunications service when that service originates and terminates within a particular tax jurisdiction.
- 2.9.4 The Company reserves the right to charge Customer an amount sufficient to recover any governmental assessments, fees, licenses or other similar taxes or fees imposed upon the Company. Any surcharge or fee other than taxes will be filed for Commission approval.

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2.10 TIMING OF CALLS

Service Commission

- 2.10.1 Chargeable time for Customer shall begin when the called party answers, as determined by answer supervision, and shall end upon disconnection by either party.
- 2.10.2 No charges apply for incomplete calls. If Customer believes it has been incorrectly billed for an incomplete call, the Company shall, upon notification, investigate the circumstances of the call and issue a credit when appropriate.

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SECTION 3 - SERVICE DESCRIPTION

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3.1 PREPAID LONG DISTANCE SERVICE

Service Commission

3.1.1 Description

Prepaid Long Distance Service provides a residential Customer with 600 minutes of direct-dialed outbound interexchange calling within the 48 contiguous United States for a single monthly fee, paid in advance.

3.1.2 Regulations

- A. Service may be used only for residential voice communications originated and terminated within the 48 contiguous United States. Customer is responsible for ensuring that Customer and any individual whom Customer has authorized to use the Service (an "Authorized User") use the Service in compliance with the provisions described in this Tariff and any applicable Customer Service Agreement.
- B. Service may not be used for "non-residential voice use," defined to include any use of the Service in conjunction with the running, operation or maintenance of a business, including but not limited to a home-based business or permanent Internet connection, and regardless of whether the business is operated for profit.
- C. Resale of Service is not permitted.
- D. Customers must place all telephone calls from the residence telephone number provided when the Customer applied for Service. Customer is responsible for maintaining the confidentiality of any passwords or access codes required for use of the Service by Customer or Authorized User.
- E. The Service will be made available on a best-efforts basis, but Company makes no guarantees or warranties, express or implied, as to the availability or quality of the Service itself or any specific feature of the Service. To the extent the Company's underlying carrier relies in whole or in part on an Internet Protocol ("IP") network, Customer may experience service problems or interruptions, including but not limited to delay or "lay" in calls, reduced sound quality, dropped telephone calls, or an inability to access the network during times of peak usage.
- F. The Company reserves the right to monitor Customer's account for unauthorized or fraudulent use of the Service and may terminate the Customer's Service immediately if the Company determines, in its sole discretion, that the Customer has engaged in unauthorized or fraudulent use of the Service, including but not limited to non-residential use or use in excess of the allotted minutes. The Company reserves the right to decline or refuse service to any potential Customer for any reason, including prior nonpayment of amounts owed to the Company, subject to applicable law.

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Chad Hazam, President
Metro Teleconnect Companies, Inc.
2150 Herr Street
Harrisburg, PA 17103

Missouri Public

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Cancelled

TD-2006-0353

April 6, 2006

Missouri Public
Service Commission

Service Commission

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

3.2 PROMOTIONS

Carrier may, from time to time, engage in national and/or intrastate promotional offerings or trials, designed to attract new Customers, to stimulate Customer usage, to test potential new services, and/or to increase existing Customer awareness of Carrier services. These offerings may be limited to certain services, dates, times of day and/or locations determined by Carrier. Such promotional service offerings shall be subject to specific dates, times (not to exceed one year), and/or locations, and shall be subject to prior notification to and approval by the Commission. The Company will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period identifying the promotion, specifying the terms of the promotion, the location and dates of the promotion.

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INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 - RATE AND CHARGES

4.1 SERVICE OFFERINGS

4.1.1 Prepaid Long Distance Service

Monthly Rate

\$25.00

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