

MISSOURI TELECOMMUNICATIONS TARIFF

Rates, Terms and Conditions
Relating to the Provision of Competing Interexchange Service in the State of Missouri

Trans National Communications International, Inc.

2 Charlesgate West
Boston, Massachusetts 02215

**This Tariff Missouri P.S.C. Tariff No. 2
Replaces Trans National Communications International, Inc.
Tariff Missouri P.S.C. Tariff No. 1 in its Entirety**

Tariff ("Tariff") contains descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed interexchange telecommunications Services provided by Trans National Communications International, Inc. ("TNCI") within the State of Missouri. This Tariff is on file with the Missouri Public Service Commission ("Commission"). This Tariff may also be inspected during normal business hours at TNCI's principal place of business at 2 Charlesgate West, Boston, Massachusetts 02215.

Trans National Communications International, Inc. operates as a competitive telecommunications company within the State of Missouri.

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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:

Missouri Public Service Commission Rules

- | | | |
|-----------------------|---|--|
| 4 CSR 240-10.020 | - | Depreciation and income |
| 4 CSR 240-30.040 | - | Uniform system of accounts |
| 4 CSR 240-3.550(5)(C) | - | Telecommunications Company Records and Reports |

Missouri Statutes Laws (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) |

TABLE OF CONTENTS

Waiver of Rules and Regulations2
 Table of Contents.....3
 Concurring Carriers.....4
 Connecting Carriers4
 Other Participating Carriers.....4
 Explanation of Symbols.....5
 Tariff Format6
 Application of Tariff7

Section 1 - Definitions and Abbreviations.....8

Section 2 - Rules and Regulations.....13

 2.1. Undertaking of TNCI13
 2.2. Prohibited Uses.....21
 2.3. Obligations of the Customer25
 2.4. Payment Arrangements.....27
 2.5. Interruptions of Service35
 2.6. Restoration of Service37
 2.7. Use of Customer’s Service By Others38
 2.8. Cancellation of Service By Customer38
 2.9. Cancellation of Service By TNCI39
 2.10. Notices and Communications.....41
 2.11. Full Force and Effect41
 2.12. Taxes, Fees, and Surcharges41

Section 3 – Description of Service.....42

 3.1. Application of Rates and Charges42
 3.2. Description of Services.....44

Section 4 –Rates & Charges.....46

 4.1. Fees.....46
 4.2. Services & Products.....46
 4.3. Promotions.....53
 4.4. Individual Case Basis Agreements.....53

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C)** Change in the offering
- (D)** To signify a discontinued regulation.
- (I)** To signify increased rate.
- (M)** To signify material relocated from or to another Tariff location.
- (N)** To signify a new rate or regulation.
- (R)** To signify a reduced rate.
- (T)** To signify a change in text only.

TARIFF FORMAT

- A. Page Numbering** - Sheet numbers appear in the upper right corner of the 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. Page 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).
- D. Check Sheets** - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the Sheets contained in the Tariff with a cross-reference to the current revision number. When new Sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this Sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Sheets). The Tariff user should refer to the latest Check Sheet to find if a particular Sheet is the most current on file with the Commission.

APPLICATION OF TARIFF

- A.** This Tariff schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of Intrastate Interexchange Telecommunications Services offered by TNCI to Customers in the State of Missouri, subject to availability.
- B.** TNCI has been granted authority to provide Interexchange Service throughout the State of Missouri.
- C.** The rates and regulations contained in this Tariff apply only to the intrastate telecommunications Services furnished by TNCI and do not apply, unless otherwise specified, to the lines, facilities, or the Services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of TNCI. This Tariff does not cover any information service or other unregulated service offered by TNCI.
- D.** TNCI may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of TNCI at variance with the terms hereof, or any failure, refusal or neglect of TNCI to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by TNCI to exercise any right, power or option hereunder.
- E.** The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.
- F.** This Tariff is governed and interpreted according to applicable Laws and regulations of Missouri.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Certain terms used generally throughout this Tariff are defined in this section. Other terms having reference only to a specific Service offered by TNCI may be defined in the sections applicable to that Service.

Access Line: A circuit providing Exchange Service between a Customer's standard network interface and a serving switching center.

Automatic Number Identification (ANI): Calling telephone number identification, which will be forwarded to Carriers' network by the Local Exchange Company (LEC) as a call is placed.

Applicant: The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which has applied to TNCI for Services provided as set forth in this Tariff.

Authorization Code: A numerical code, one or more of which are available to Customer to enable Customer to access Carrier's network, and which are used by Carrier both to prevent unauthorized access to its facilities and to identify Customer for billing purposes.

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

Business Customer: A Business Customer is a Customer who subscribes to TNCI's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

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

Calling Card: Billing arrangement by which a call may be charged to an Authorized User's calling card account.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Carrier: An entity certified by the Commission to provide telecommunications Services within the State of Missouri.

Central Office: A switching unit, in one location of a telecommunications system providing Service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines.

Collect Call: Billing arrangement by which the charge for a call may be reversed provided the charge is accepted at the station.

Commission: The Missouri Public Service Commission.

Channel: A communications path between two or more points of termination.

Contract Service Arrangement: Agreement in which Carrier provides services under specific terms and conditions in this Tariff.

Company: Trans National Communications International, Inc. ("TNCI"), the issuer of this Tariff.

Customer Dialed Direct: Service where the person originating the call dials the telephone number desired, completing the call without the assistance of an Operator and the call is billed to the originating number.

Customer: The commercial individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which contracts for telephone Service and is responsible for the payment of charges and compliance with the rules and regulations of TNCI. TNCI offers Service(s) exclusively to commercial customers within the State of Missouri.

Customer Premises: A location designated by the Customer for the purposes of connecting to TNCI's Services.

Dedicated Access: An arrangement whereby the facilities used between the Customer's premises and the TNCI point of presence are directly linked. Such arrangements may involve interconnection facilities provided by another carrier or a local access provider.

Directory Listing: The publication in alphabetical directory published by an incumbent local exchange carrier ("LEC") of information relative to a subscriber's telephone number, by which telephone Users are enabled to ascertain the telephone number of a desired telephone.

SECTION 1 – DEFINITIONS AND ABBREVIATIONS, Continued

Disconnect or Disconnection: The termination of a circuit connection between the Originating Station and the Called Station or TNCI's operator.

End User: Any person, firm, corporation, partnership or other entity that uses the Services of TNCI under the provisions and regulations of this Tariff. The End User is responsible for payment unless the charges for the Services utilized are accepted and paid by another Customer.

Exchange: A basic unit for the administration of communication Services in a specified area, called the Exchange Area. It usually consists of one or more Central Offices together with the associated plant used in furnishing communication Service in that area.

Facility or Facilities: Includes, in the aggregate or otherwise, but is not limited to, the following: Channels, Lines, Apparatus, Devices, Equipment, Accessories, Communications paths and Systems, which are provided by TNCI and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

Force Majeure: Causes beyond TNCI's control, including but not limited to: acts of God, fire, flood explosion or other catastrophes; any 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 TNCI, or of any department, agency, Commission, bureau, corporation related thereto.

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed federal government holiday.

Installation Charges: Charges, which are assessed on a non-recurring basis at the establishment of a Service.

Interexchange: Telephone calls, Traffic, Facilities or other items that originate in one Exchange and terminate in another.

Interexchange Service: Service that includes the following:

- Switched 1 + Dialing
- Dedicated 1 + Dialing
- Travel Cards
- Switched Toll-Free
- Dedicated Toll-Free
- Enhanced Services
- Directory Assistance

SECTION 1- DEFINITIONS AND ABBREVIATIONS, Continued

InterLATA: A term used to describe Services, functions, etc., that relate to telecommunications originating in one LATA and terminating outside of the originating LATA.

IntraLATA: A term used to describe Services, revenues, functions, etc., that relate to the telecommunications that originate and terminate within the same LATA.

Joint User: An individual, partnership, association or corporation sharing a Customer's Exchange Service according to the provisions of this Tariff for such shared use.

LATA (Local Access and Transport Area): A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192 or any other geographical area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4 or its successor Tariffs.

Local Calling Area: One or more rate centers within which a Customer can place calls without incurring long-distance (toll) charges.

Local Exchange Carrier ("LEC"): A company that furnishes Local Exchange telecommunications Service.

Local Exchange Service Area: The area within which a Customer may make calls without payment of message toll charges. A Local Exchange Service Area may include one or more Exchange Areas of TNCL or of other telephone companies.

Minimum Service Period: The minimum period of time during which Customer is obligated to pay for services provided by the Company.

Operator Assisted: Service where the person originating the call requests the Operator to reach a particular number.

Presubscription: A switched access arrangement whereby the Customer directs the local telephone company to route all long distance telephone calls to the Company.

Point of Presence: The Company's physical presence in a local calling area or LATA which is used for the purpose of transmitting telephone calls.

Premises: The building, or portion(s) of a building or structure, occupied at one time by a Customer either as a residence or for business use.

Responsible Organization ("Resp. Org."): Responsible Organization or entity identified by an 800 service Customer that manages and administers records in the 800 database and management system.

SECTION 1- DEFINITIONS AND ABBREVIATIONS, Continued

Service(s): The intrastate telecommunications Service(s) that TNCI offers as set forth in this Tariff.

Special Promotional Offering: Special discounts and/or other modification of the Company's standard service offerings which may be offered, from time to time, to Customers.

Station: Telephone equipment from or to which calls are placed.

Switched Access - Switched Access - An access arrangement whereby the Customer uses common lines provided by a local access provider to access TNCI's network.

Telecommunications – The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Trunk: A communications path connecting two switching systems in a network used in the establishment of an end-to-end connection.

Underlying Carrier – The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

User: A Customer or any other person authorized by the Customer to use Service provided under this Tariff.

SECTION 2 - RULES AND REGULATIONS**2.1. UNDERTAKING OF TNCI****2.1.1. Scope**

- A. TNCI undertakes to furnish competitive Interexchange communications Services within the State of Missouri pursuant to the rates, terms and conditions set forth in this Tariff.
- B. Customers and Users may use Services and Facilities provided under this Tariff to obtain access to Services offered by other service providers. TNCI is responsible under this Tariff only for the Services and Facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to TNCI network in order to originate or terminate its own services, or to communicate with its own customers.
- C. TNCI offers Services to Customers for the transmission and reception of voice, data, and other types of communications.
- D. TNCI'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, and three-hundred and sixty-five (365) days per year.
- E. TNCI may, at TNCI's sole discretion, elect to employ third parties to perform any of its obligations under this Tariff.

2.1.2. Shortage of Equipment or Facilities

- A. TNCI reserves the right to limit or to allocate the use of existing Facilities, or of additional Facilities offered by TNCI, when necessary because of lack of Facilities, or due to some other causes beyond TNCI's control.
- B. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary Facilities and is limited to the capacity of TNCI's Facilities as well as Facilities TNCI may obtain from other Carriers to furnish Service from time to time as required at the sole discretion of TNCI.
- C. Notwithstanding anything else in this Section, the quality of Service will meet or exceed the current minimum standards set forth by the Commission.

SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF TNCI, Continued****2.1.3. Terms and Conditions**

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have (thirty) 30 calendar days.
- B. Customers may be required to enter into written Service orders, which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in this Tariff; further, Customers will also be required to execute any other documents as may be reasonably requested by TNCI.
- C. At the expiration of the initial term specified in each Service Order, 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 (thirty) 30 calendar days' notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service order and this Tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Service order, shall survive such termination, or as reflected in a separate agreement.
- D. No other telecommunications provider may interfere with the right of any person or entity to obtain Service directly from TNCI. Customers who have service with another carrier under contract may incur early termination fees to subscribe to TNCI's Services.

SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF TNCI, Continued****2.1.4. Liability of TNCI**

Because the Customer has exclusive control of its communications over the Services furnished by TNCI, and because interruptions and errors incident to these Services may occur, the Services TNCI furnishes are subject to the terms, conditions and limitations as set forth in the special regulations applicable to the particular Services and Facilities furnished under this Tariff.

A. Liability for Service Disruption – The liability of TNCI for damages arising out of the furnishings of its Services, including but not limited to mistakes, omissions, interruptions, delays, or error, or other defects, representations or use of these Services arising out of the failure to furnish the Service, whether caused by act or omission, shall be limited to the proportionate charge (based on the rates then in effect) for the Service during the period of time in which the Service is affected. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of TNCI. TNCI will not be liable for any direct, indirect, incidental, special consequential, exemplary or punitive damages to Customer as a result of any TNCI Service, equipment, or Facilities, or the acts or omissions or negligence of TNCI's employees or agents.

B. Indemnification – TNCI will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless TNCI from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:

1. **Circumstances Beyond TNCI's Control** – TNCI shall not be liable for any delay or failure of performance or equipment due to cause beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or any other government, including state and local governments having or claiming jurisdiction over TNCI, or of any department, agency, Commission, bureau, corporation or other instrumentality of any one or more of 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 when it does not involve TNCI's employees.

SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF TNCI, Continued****2.1.4. Liability of TNCI, Continued****B. Indemnification, Continued**

2. Acts of Other Entities - TNCI shall not be liable for: (a) any act or omission of any entity furnishing TNCI or TNCI's Customers facilities or equipment used for or with the Services TNCI offers, or (b) for the acts or omissions of other Carriers or warehousemen.
3. Acts of the Customer - TNCI shall not be liable for any damages or losses due to the fault or negligence of the Customer, its employees, agents, or suppliers, or due to the failure or malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer Premises Equipment ("CPE") purchased or leased from TNCI by the Customer.
4. Damage to Customer's Premises - TNCI shall not be liable for any defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of TNCI's agents or employees.
5. Liability for Acts of Other Carriers or Companies - TNCI shall not be liable for any act or omission of any other companies supplying 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 TNCI Services.
6. Liability for Transmission Errors - TNCI shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the Service of TNCI, (1) caused by Customer-provided equipment or (2) not prevented by Customer-provided equipment but which would have been prevented had TNCI-provided equipment been used.

SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF TNCI, Continued****2.1.4. Liability of TNCI, Continued****B. Indemnification, Continued**

7. Disconnection of Service - TNCI shall not be liable for the Disconnection of Service, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such Disconnection of Service complied with the applicable rules and regulations; or
8. Violations - TNCI shall not be liable for violations of the obligations of the Customer under this Tariff; or
9. Interruption - TNCI shall not be liable for the interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service; or
10. Loss, Destruction or Damage - TNCI shall not be liable for any loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either TNCI or the Customer, to the extent caused by or resulting from the negligent or unintentional act or omission of TNCI, Customer, Authorized User or their employees, agents representatives or invitees; or
11. Unlawful Acts - TNCI shall not be liable for unlawful acts of TNCI's agents and employees if committed beyond the scope of their agency or employment; or
12. Disclosure - TNCI shall not be liable for misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as TNCI has complied with any applicable rules and regulation related thereto; or

SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF TNCI, Continued****2.1.4. Liability of TNCI, Continued****B. Indemnification, Continued**

13. Fees - TNCI shall not be liable for fees TNCI delivered to a jurisdiction in question and not returned to TNCI; or
14. Caller ID Blocking - TNCI shall not be liable for any failures, errors malfunctions or omissions of Caller ID Blocking arising from or relating to any ordinary negligence of TNCI; or,
15. Unauthorized Use - TNCI shall not be liable for any unauthorized use of the Service provided to Customer.

C. Limitations of Damages and of Period for Bringing Claims - The entire liability of TNCI for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to TNCI by the Customer for the specific Services giving rise to the claim, and no action or proceeding against TNCI shall be commenced more than one (1) year after the Service related to the claim is rendered.

D. Service Installation and Operation - TNCI does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold TNCI harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, harm, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of Service furnished by TNCI at such locations. TNCI 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.

E. Notice of Temporary Disconnection - TNCI will, where practicable, notify the Customer that temporary discontinuance of the use of a Service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair TNCI's right to discontinue forthwith the use of a Service temporarily if such action is reasonable under the circumstances.

SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF TNCI, Continued****2.1.4. Liability of TNCI, Continued****E. Notice of Temporary Disconnection, Continued**

In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to temporary discontinuance.

- F. Connection to TNCI's Network** - TNCI shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, 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 its agent, to TNCI's network. The Customer shall secure all licenses, permits, rights of way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that the Customer's or the Customer's agent's equipment and/or system is properly interfaced with TNCI's Service, that the signals emitted into TNCI's network are of the proper mode, bandwidth, power data speed, and signal level for the intended use of the Customer and that the signals do not damage TNCI equipment, injure its personnel or degrade Service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to TNCI equipment, personnel, or the quality of Service to other Customers, TNCI may, upon written notice, require the use of protective equipment.

- G. EXPRESS AND IMPLIED WARRANTIES** - TNCI MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TNCI EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. TNCI MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES TNCI MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.

SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF TNCI, Continued

2.1.4. Liability of TNCI, Continued

- H. Errors in Billing** - The liability of TNCI for errors in billing that result in overpayment by the Customer will in no instance be greater than the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- I. Provision of Service** - TNCI will not be liable for any refusals or failures to provide or delays in commencing Service to any Customer or for any failure to provide or maintain Service at any particular performance level.
- J. Emergency 911 Service** – Emergency 911 calls are routed via the Customer’s local exchange carrier.

2.1.5. Service-Affecting Activities

TNCI will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to equipment or Facilities additions, removals or rearrangement and routine preventative maintenance.

SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF TNCI, Continued****2.1.6. Provision of Equipment and Facilities**

- A. TNCI shall 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. TNCI does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B. TNCI shall use reasonable efforts to maintain only the Facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, Disconnect, remove, and attempt to repair, or otherwise interfere with any of the Facilities or equipment installed by TNCI, except upon the written consent of TNCI.
- C. TNCI may substitute, change any equipment or Facility at reasonable times, but shall not thereby alter the technical parameters of the Service provided the Customer.
- D. Equipment TNCI provides or installs at the Customer Premises for use in connection with the Services TNCI offers shall not be used for any purpose other than that for which it was provided by TNCI.
- E. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by TNCI's agents or employees to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or Facilities provided by any party other than TNCI, including but not limited to the Customer.
- F. TNCI shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the Facilities furnished pursuant to this Tariff, the responsibility of TNCI shall be limited to the furnishing of Facilities offered under this Tariff and to the maintenance and operation of such Facilities. Subject to this responsibility, TNCI shall not be responsible for:
 - 1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2. The reception of signals by Customer-provided equipment.

SECTION 2 - RULES AND REGULATIONS, Continued**2.2. PROHIBITED USES****2.2.1. No Unlawful Purpose**

The Services TNCI offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2. Compliance Letter Required

TNCI may require Applicants for Service who intend to use TNCI's offerings for resale and/or for shared use to file a letter with TNCI confirming that their use of TNCI's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

2.2.3. No Interference

Service may not be used in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by TNCI. TNCI may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.2.4. Assignment Provisions

A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of TNCI. TNCI will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to TNCI for regulated communications Services. Such a transfer will be treated as a Disconnection of existing Service and installation of new Service, and non-recurring Installation Charges as stated in this Tariff will apply.

SECTION 2 - RULES AND REGULATIONS, Continued**2.2. PROHIBITED USES, Continued****2.2.5. Service Used for Compensation**

Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common Carrier. This provision does not prohibit an arrangement between the Customer and Authorized User to share the cost of Service.

2.2.6. Service Used to Annoy or Harass

Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.

2.2.7. Service Used for Impersonation or Lewd or Obscene Purposes

Service shall not be used to impersonate another person with fraudulent or malicious intent. Service shall not be used to make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material, which is obscene, lewd, lascivious, filthy, or indecent, regardless of the format or avenue of transmitting the indecent or obscene material (e.g., 900 or 999 service).

2.2.8. Service Used Without Payment

The use of TNCI's Services either without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

SECTION 2 - RULES AND REGULATIONS, Continued**2.2. PROHIBITED USES, Continued****2.2.9. Rights and Titles Remain with TNCI**

Except as provided by law, Commission regulations or the Federal Communications Commission's regulations, the Customer obtains no property right or interest in the use of any specific type of Service. All rights, titles and interests remain, at all times, solely with TNCI.

2.2.10. Use of Resold Services from Other Providers

Customer's use of any resold service obtained from other service providers is also subject to any applicable restrictions in the underlying provider's service agreements including, but not limited to, price lists, tariffs, and/or individual customer agreements.

2.2.11. Use for Solicitation by Recorded Messages

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequited or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited in accordance with state and federal laws.

SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER****2.3.1. Payment of Bills and Charges**

- A. The Customer shall be responsible for the payment of all applicable charges for Services rendered pursuant to this Tariff and/or any Services contract with TNCI;
- B. The Customer is responsible for the payment of charges for visits by TNCI's agents or employees to the Premises of the Customer or Authorized User when the Service difficulty or trouble report results from the use of Services and equipment by the Customer or Authorized User.
- C. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with TNCI. TNCI has no responsibility with respect to billing, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by TNCI.
- D. A charge of \$25.00 will be assessed for checks with insufficient funds or non-existing accounts, unless waived by TNCI for good cause shown.
- E. If the Customer chooses to place information services provider ("ISP") calls or receives calls via a non-Trans National Communications International, Inc. affiliated carrier, the Customer will be liable for all charges related to such calls; including without limitation, charges billed to TNCI or Customer by ISP or other carriers, and any applicable rebilling charge and charges for any service provided by TNCI or its affiliates.

2.3.2. Identification – The Customer is responsible for verifying the name(s) of the Authorized Users allowed to request and use the Customer's Service, upon TNCI request, and for establishing identity as often as is necessary during the course of a call to TNCI or when seeking credits from TNCI.

2.3.3. Compliance with Regulations – The Customer is responsible for compliance with applicable regulations set forth in this Tariff.

2.3.4. Compliance with Law – The Customer shall be responsible for complying with all laws and regulations applicable to use of services provided under this tariff and any Services contract between Customer and TNCI.

SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued**

2.3.5. Relationship – A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and TNCI is anything other than one of customer and supplier, respectively. Nothing in this Tariff gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of TNCI. Nothing in this Tariff constitutes an endorsement by TNCI of any activity, service or product of Customer or Authorized Users.

2.3.6. Claims – With respect to any Service or Facility provided by TNCI, the Customer shall indemnify, defend and hold harmless TNCI from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A. Any loss, destruction or damage to the property of TNCI or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either TNCI or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, from (1) combining TNCI-provided Services and equipment with any facilities, Services, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which TNCI furnished in a manner TNCI did not contemplate and over which TNCI exercises no control; or
- C. Any claim for breach in the privacy or security of communications transmitted over TNCI's Services; or
- D. Any and all other claims arising out of any act or omission of the Customer or others, in connection with any Service provided by TNCI pursuant to this Tariff.

SECTION 2 - RULES AND REGULATIONS, Continued**2.4. PAYMENT ARRANGEMENTS****2.4.1. Establishment of Service****A. Application for Service**

1. An Applicant for Service may be required by TNCI in its sole discretion to sign an application form requesting TNCI to furnish Service in accordance with the rates, charges, rules and regulations as set forth in this Tariff. This application for Service, where required by TNCI, together with the provisions of this Tariff, establishes the Contract between TNCI and the Customer, which may not be assigned or transferred in any manner.
2. If Customer's Service has been terminated or suspended and the Customer wishes to reestablish Service, payment of all unpaid, pending and undisputed charges, as well as a Deposit and or Advance Payment for all connection charges, may be required prior to re-establishing Service, pursuant to rules of the Commission and state laws, if any.
3. TNCI may refuse to establish Service if any of the following conditions exist:
 - (a) The Applicant has an outstanding amount due for similar Services and is unwilling to make acceptable arrangements with TNCI for payment; or
 - (b) A condition exists which in TNCI's judgment is unsafe or hazardous to the Applicant, the general population, or TNCI's personnel or facilities; or
 - (c) Refusal by the Applicant to meet the credit criteria; or
 - (d) The Applicant is known to be in violation of TNCI's Tariffs filed with the Commission; or
 - (e) Failure of the Applicant to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the Applicant and which have been specified by TNCI as a condition for providing Service; or

SECTION 2 - RULES AND REGULATIONS, Continued**2.4. PAYMENT ARRANGEMENTS, Continued****2.4.1. Establishment of Service, Continued****A. Application for Service, Continued**

3. TNCI may refuse to establish Service if any of the following conditions exist:
 - (f) Applicant falsifies his or her or its identity for the purpose of obtaining Service; or
 - (g) TNCI may refuse to provide Service at an address where Service has been discontinued for non-payment of bills for any Service subject to this Tariff if it is determined that the non-payment Customer or real users of the Service still reside at the address; or
 - (h) The Service requested is not expressly offered under this Tariff.

B. Establishment of Credit

1. Request for Service under this Tariff will authorize TNCI to conduct a credit search on the Customer. TNCI may refuse Service on the basis of credit history and to refuse further Service due to late payment or nonpayment by the Customer.
2. In order to assure the proper payment of all Customer-incurred charges for Service, TNCI will require Applicants for Service and Customers to establish and maintain acceptable credit.
3. The establishment or re-establishment of credit by an Applicant or Customer will not relieve the Applicant or Customer from compliance with other responsibilities, including the payment of advance payments or bills, and in no way modifies the provisions concerning disconnection and termination of Service for failure to pay Customer-incurred charges for Service rendered by TNCI.

SECTION 2 - RULES AND REGULATIONS, Continued**2.4. PAYMENT ARRANGEMENTS, Continued****2.4.1. Establishment of Service, Continued****B. Establishment of Credit, Continued**

4. TNCI may refuse to furnish Service to an Applicant that has not paid charges for Service of the same classification previously furnished by TNCI until, at the option of TNCI, the Applicant pays any past due bill and/or makes deposit arrangements suitable to TNCI.
5. If the verification of credit results in unsatisfactory credit information, the Applicant will be informed of the reason or reasons for denial of credit, after which TNCI may refuse to provide or continue Service pursuant to applicable State of Missouri law and regulation.
6. An existing Customer may be required to reestablish when any of the following conditions occur:
 - (a) During the first twelve (12) months that a Customer receives Service, the Customer pays late three (3) times or has Service disconnected by TNCI for nonpayment two (2) times; or
 - (b) After the first twelve (12) months that the Customer has received Service, the Customer has had Service disconnected two (2) times by TNCI or TNCI provides evidence that the Customer used a device or scheme to obtain Service without payment; or
 - (c) After the first twelve (12) months that a Customer has received Service, the Customer pays late at least three (3) times during any twelve (12) month period; or
 - (d) At any time during the term of the agreement the customers exceeds the established credit limit.
7. Payment by a Customer of past-due bills will not, of itself, relieve the Customer from the obligation of establishing credit.

SECTION 2 - RULES AND REGULATIONS, Continued**2.4. PAYMENT ARRANGEMENTS, Continued****2.4.1. Establishment of Service, Continued****B. Establishment of Credit, Continued**

8. A Customer may be required to reestablish credit when the nature of Service furnished or the basis on which credit was established has significantly changed.
9. If a Customer fails to reestablish credit as required by TNCI, Service may be disconnected pursuant to Commission rule(s) and state laws, if any.

2.4.2. Payment for Service

- A.** Service Charges - The Customer is responsible for the payment of all charges for Services furnished by TNCI to the Customer and to all Users authorized by the Customer, regardless of whether those Services are used by the Customer itself or are resold to or shared with other persons.
- B.** Taxes - The Customer is responsible for payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on TNCI's net income) imposed on or based upon the provision, sale or use of TNCI's Services.
- C.** Changes in Service Requested - If the Customer makes or requests material changes in circuit engineering, equipment specifications, Service parameters, Premises locations, or otherwise materially modifies any provision of the application for Service, the Customer's installation fee shall be adjusted accordingly.
- D.** Return Check Charge - Checks presented in payment for Services and subsequently returned to TNCI by the Customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a nonrecurring charge, per Customer, per check in accordance with Section 2.3.1.D. of this Tariff.

SECTION 2 - RULES AND REGULATIONS, Continued

2.4. PAYMENT ARRANGEMENTS, Continued

2.4.3. Billing and Collection of Charges

- A. Recurring charges are billed monthly in arrears. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer.
- B. Billing is payable upon receipt and past due thirty (30) calendar days following the billing date. Where any undercharge in billing of a Customer is the result of a TNCI mistake, TNCI will backbill Customer for applicable charges up to twenty four (24) months.

2.4.4. Advance Payments

TNCI does not require advance payments.

SECTION 2 - RULES AND REGULATIONS, Continued**2.4. PAYMENT ARRANGEMENTS, Continued****2.4.5. Deposits**

- A. TNCI may require a deposit from an applicant for new Service. A deposit may be waived if, according to Company's assessment, the applicant is a satisfactory credit risk.
- B. TNCI may require a deposit from an existing Customer as a condition to the further provision of Service if, according to TNCI's assessment, the Customer has become a credit risk.
- C. TNCI may calculate the maximum deposit required from an applicant for Service or an existing customer by estimating the expected charges for Service for a two (2) month period. TNCI may adjust the amount of deposit to be held in order to maintain a two (2) month estimated amount when, according to Company's assessment, such adjustment is deemed necessary to adequately secure the account.
- D. Customer's may satisfy deposit requirements as follows:
 - 1. In cash;
 - 2. By an acceptable bank letter of credit, or
 - 3. Other forms of security acceptable to Company.
- E. Deposits will be refunded to Business Service Customers upon Service termination, following reconciliation of amounts due and a review of the Customer's account payment history.
- F. 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.
- G. Interest shall be paid on all deposits held by the Company. The rate of interest will be provided by the Commission. The interest rate will be rounded to the nearest .5%. In December of each year the Commission shall announce the rate of interest that shall be paid on all deposits held during all or part of the subsequent year

SECTION 2 - RULES AND REGULATIONS, Continued**2.4. PAYMENT ARRANGEMENTS, Continued****2.4.6. Disputed Bills**

The Customer is responsible for notifying TNCI in writing, within twenty-one (21) days of the date of mailing of the bill, of any charges in dispute and the specific basis of such dispute by the date on the invoice.

In case of a billing dispute between Customer and TNCI as to the correct amount of a bill which cannot be adjusted with mutual satisfaction. Customer may enter the following arrangement if confirmed by TNCI:

- A. Customer requests and TNCI will comply with the request for an investigation and review of the disputed amount.
- B. The Customer pays the undisputed portion of the bill by the invoice Due Date shown on the bill. Otherwise the Service will be subject to disconnection if TNCI has notified Customer by written notice of such delinquency and impending termination.

If there is still disagreement after the investigation and review by a manager of TNCI, Customer may appeal to the Commission for its investigation and decision. TNCI will respond to the Commission requests for information within the timeframe specified by the Commission. The staff will review the claim regarding the disputed amount and communicate the results of its review to Customer and TNCI. Following staff review, the disputed amount becomes due and payable, unless either party files a formal complaint with the Commission.

In order to avoid Disconnection of Service, such amount must be paid within seven (7) calendar days after the date TNCI notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be disconnected prior to the Due By Date shown on the bill.

SECTION 2 - RULES AND REGULATIONS, Continued

2.4. PAYMENT ARRANGEMENTS, Continued

2.4.6. Disputed Bills, Continued

Customer inquiries or complaints regarding Service or accounting may be made in writing or by telephone to the Company at:

Trans National Communications International, Inc.
2 Charlesgate West
Boston, Massachusetts 02215
Telephone: 800.800.8400

Any objection to billed charges should be reported promptly to the Company. If after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Missouri Public Service Commission
Governor Office Building
200 Madison Street
PO Box 360
Jefferson City, MO 65102-0360
PSC Main Line: 1.573.751.3234
Main Toll Free: 1.800.392.4211
Utility Consumer Hotline: 1.800.392.4211

2.4.7. Late Payment Charges

Collection procedures and the requirement for a Deposit or Advance Payment are not affected by the application of a late payment charge.

2.4.8 Credit Limit

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

2.4.9. The Issuance of Credit or Payments

Customers may contact TNCI for resolution of billing disputes by telephone to TNCI's Customer Service Department at (800) 800-8400 or in writing addressed to the attention of TNCI Customer Service at 2 Charlesgate West, Boston, Massachusetts 02215. Customer Service representatives are available to address inquiries during company business hours from Monday through Friday 8 a.m. to 10 p.m. (EST) and Saturday 9 a.m. to 6 p.m. (EST).

SECTION 2 - RULES AND REGULATIONS, Continued**2.5. INTERRUPTIONS OF SERVICE****2.5.1. General**

- A. TNCI may temporarily interrupt Service when necessary to affect repairs or maintenance; to eliminate an imminent threat to life, health, safety or substantial property damage; or for reasons of local, State or National emergency. TNCI shall establish procedures to be followed by its employees to prevent or mitigate interruption or impairment and provide prompt oral or written notification to affected Customers.
- B. It is the obligation of the Customer to notify TNCI of any interruptions in Service. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission of the Customer, is not within the Customer's control, and is not in wiring or equipment connected to the terminal of TNCI.
- C. A credit allowance will not be given unless otherwise specified in this Tariff. A Service is interrupted when it becomes inoperative to the Customer, *e.g.*, the Customer is unable to transmit or receive calls because of a failure of a component furnished by TNCI under this Tariff.
- D. If the Customer reports to TNCI that a Service, facility or Circuit is inoperative but declines to release it for testing and repair, or refuses access to Customer Premises for test and repair by TNCI or an agent of TNCI, the Service, facility or Circuit is considered to be impaired but not interrupted. No credit allowance will be made for a Service, facility or Circuit considered by TNCI to be impaired. The Customer will be responsible for the payment of Service charges as set forth herein when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than TNCI, including, but not limited, to the Customer.

2.5.2. Limitations of Allowances

No credit allowance will be made for any interruption in Service:

- A. Due to the negligence of, willful act of, or noncompliance with the provisions of this Tariff by the Customer; or
- B. Due to the malfunction of Customer-owned telephone equipment; or
- C. Due to a Force Majeure; or

SECTION 2 - RULES AND REGULATIONS, Continued**2.5. INTERRUPTIONS OF SERVICE, Continued****2.5.2. Limitations of Allowances, Continued**

- D. During any period in which TNCI is not given full and free access to TNCI-provided facilities and equipment for the purposes of investigating and correcting interruptions; or
- E. During any period when the Customer has released Service to TNCI for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; or
- F. That occurs or continues due to the Customer's failure to authorize placement of any element of special construction; or
- G. That occurs when TNCI, under the terms of the Contract for Service, suspends or terminates Services for nonpayment of charges; or
- H. For the unlawful or improper use of the facilities or Service.

2.5.3. Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative Service used.

2.5.4. Application of Credits for Interruptions in Service

- A. Credits for interruptions in Service that is provided and billed on a flat rate basis for a minimum period of at least one (1) month, beginning on the date that billing becomes effective, will in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Credit will be given only for that portion of the Customer's Service affected by the interruption.
- B. For calculating allowances, every month is considered to have thirty (30) days.

SECTION 2 - RULES AND REGULATIONS, Continued**2.5. INTERRUPTIONS OF SERVICE, Continued****2.5.2. Credit Allowance for Interruptions in Service**

If the interruption is for more than twenty four (24) hours, an allowance, at the rate for that portion of the Customer's Service affected by the interruption, will be made upon request for the time such interruption continues after the fact is reported by the Customer or detected by TNCI as follows:

- A. If the interruption is for twenty four (24) hours or less, no allowance will be made.
- B. If the interruption continues for more than twenty-four (24) hours, the allowance will be equal to one thirtieth (1/30th) of the monthly rates for the first full twenty four (24) hour period and for each succeeding twenty four (24) hour period or fraction thereof.

2.6. RESTORATION OF SERVICE

2.6.1. 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 on file with the Commission, which specifies the priority system for such activities.

2.6.2. At the Customer's request Service shall be restored when the causes of suspension or discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the Customer or Applicant, including any proper Deposit, have been made as provided for in the Tariff; or as the Commission may order pending resolution of any bona fide dispute between TNCI and the Customer or Applicant over the Disconnection

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

2.6.4. A Customer whose Service has been discontinued for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance before Service is restored.

2.6.5. Whenever Service has been discontinued for fraudulent or other unlawful use, TNCI may, before restoring Service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

2.6.6. Any Customer whose Service has been disconnected may be required to pay Service reconnection charges equal to the initial Service Connection Charge before Service is restored.

SECTION 2 - RULES AND REGULATIONS, Continued**2.7. USE OF CUSTOMER'S SERVICE BY OTHERS**

Joint use arrangements will be permitted for all Services provided under this Tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the Service will be allocated. TNCI will accept orders to start, rearrange, relocate, or discontinue Service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the Service, each Joint User shall be responsible for the payment of the charges billed to it.

2.8. CANCELLATION OF SERVICE BY CUSTOMER

2.8.1. Customer may cancel Interexchange Service by providing notice to TNCI thirty (30) days prior to cancellation.

2.8.2. Customer is responsible for usage charges while still connected to TNCI's Service and for the payment of associated local Exchange TNCI charges, if any, for Service charges.

2.8.3. Any cost of TNCI 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 the 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 TNCI and not fully reimbursed by installation and monthly charges; and
- C. If based on an order for Service and construction has either begun or has been completed, but no Service provided.

SECTION 2 - RULES AND REGULATIONS, Continued**2.9. CANCELLATION OF SERVICE BY TNCI****2.9.1. Discontinuance Without Notice**

TNCI reserves the right to immediately discontinue furnishing the Service to Customers without incurring liability:

- A. In the event of a condition determined to be hazardous to the Customer, to other Customers of TNCI, to TNCI's equipment, the public or to employees of TNCI; or
- B. By reason of any order or decision of a court or any other governmental authority which prohibits TNCI from furnishing such Service; or
- C. For unlawful use of the Service or use of the Service for unlawful purposes; or
- D. When necessary for TNCI to comply with any order or request of any governmental authority having jurisdiction; or
- E. In the event that the Facilities have been abandoned or are being used by unauthorized persons.

2.9.2. Discontinuance With Notice

TNCI may discontinue Service, under the following conditions upon ten (10) days written notice:

- A. For violation of TNCI's filed Tariffs; or
- B. For the non-payment of any proper charge as provided by TNCI's Tariff, including one for the same Class Of Service furnished to the Applicant or Customer at the same or another location, or where the Applicant or Customer voluntarily assumed, in writing, responsibility for the bills of another Applicant or Customer;
- C. For failure to make payment in accordance with the terms of a deferred payment agreement; or
- D. When TNCI has reason to believe that a Customer has used a device or scheme to obtain Service without payment and where TNCI has so notified the Customer prior to Disconnection; or

SECTION 2 - RULES AND REGULATIONS, Continued**2.9. CANCELLATION OF SERVICE BY TNCI, Continued****2.9.2. Discontinuance With Notice, Continued**

- E. Failure to meet or maintain TNCI's credit requirements; or
- F. If the Customer provides false information to TNCI regarding the Customer's identity, address, credit-worthiness, past, current or planned use of TNCI's Services; or
- G. For Customer's breach of the contract for Service between TNCI and Customer, including by not limited to unauthorized resale of equipment or Service; or
- H. When a Customer's Service has been disconnected in accordance with this Tariff, Service will be re-established only upon the basis of an application for new Service.
- I. Service may be terminated for non-payment of a bill, provided that Company has made a reasonable attempt to affect collection and has given the Customer written notice stating the Customer has no less than five (5) business days in which to settle payment or have service disconnected. Service will be terminated only Monday through Thursday between the hours of 8:00am and 4:00pm, unless provisions have been made to have someone available to accept payment and reconnect service.

2.9.3. Payment Obligation up to Discontinuance of Service

The discontinuance of Service(s) by TNCI pursuant to this Section does not relieve the Customer of any obligations to pay TNCI for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies available to TNCI set forth herein shall not be exclusive and TNCI shall at all times be entitled to all the rights available to it under law or equity.

SECTION 2 - RULES AND REGULATIONS, Continued**2.10. NOTICES AND COMMUNICATIONS**

- 2.10.1.** The Customer will designate an address to which TNCI will mail or deliver all notices and other communications. The Customer may also designate a separate address to which TNCI's bills for Service will be mailed.
- 2.10.2.** TNCI will designate on the bills an address to which the Customer will mail or deliver all notices and other communications. TNCI may designate a separate address on each bill for Service to which the Customer will mail payment on that bill.
- 2.10.3.** All notices or other communications required to be given pursuant to this Tariff will be in writing, unless otherwise provided.
- 2.10.4.** TNCI or the Customer will advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.
- 2.10.5.** All notices or other communications required to be given pursuant to this Tariff will be in writing, unless otherwise provided.

2.11. 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.

2.12. TAXES, FEES AND SURCHARGES

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for Services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax and gross receipt tax. Unless otherwise specified in this Tariff, such taxes, fees and surcharges are in addition to rates as quoted in this Tariff and will be itemized separately on Customer invoices.

SECTION 3 – DESCRIPTION OF SERVICE**3.1. APPLICATION OF RATES AND CHARGES**

All Services offered in this Tariff are subject to Service order and change charges where the Customer requests new Services or changes in existing Services, as well as indicated Non-Recurring and Monthly Recurring Charges.

3.1.1. General

The following sections set forth the rules and regulations governing the application of rates for TNCI Services, including the following general rate categories:

1. Nonrecurring Charges for installation of Facilities and Services;
2. Monthly Recurring Charges for availability and use of Facilities and Services; and
3. Usage or Transaction Charges (where applicable).

3.1.2 Timing of Calls

- A. The subscriber's long distance usage charge is based on the actual usage of Company's service. Usage begins when called party answers and terminates when either party hangs up.. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection.
- B. The minimum call duration for billing purposes differs between rate plans.
- C. Usage is measured and rounded up to the next billing increment.
- D. There is no billing for incomplete calls.

SECTION 3 – DESCRIPTION OF SERVICE, Continued**3.1. APPLICATION OF RATES AND CHARGES, Continued****3.1.3. Service Connection and Maintenance Charges****A. Service Connection Charges**

1. Service Connection Charges are Nonrecurring Charges for establishing or modifying Services. Unless specifically exempted in this or other Sections of this Tariff, Service Connection Charges apply to all Customer-initiated requests, and are in addition to all other scheduled rates and charges.
2. Charges for installation or rearrangement of Service are billed on the next month's bill immediately following work performed by TNCI.
3. The charges specified in this Tariff reflect Service provided during regularly scheduled work hours, at current installation intervals and without work interruptions by the Customer.
4. Customer requests for expedited Services that require installations on a date that is sooner normally offered on a later date may result in an increase in applicable Service Connection Charges.
5. Customers that request service connection to be performed outside of normal business hours shall also incur an additional Service Connection Charge (excluding the Service Ordering Charge) as well as any additional costs attendant to the request.

SECTION 3 – DESCRIPTION OF SERVICE, Continued**3.2. DESCRIPTION OF SERVICES**

- 3.2.1.** Company provides Toll Free Inbound Service and “1+” Outbound interexchange long distance Services.
- A. Toll Free Inbound Service. Company’s Toll Free Inbound Service enables callers to place interexchange toll calls to Customers without incurring toll charges. Toll charges are assumed by Customers at the rates appearing in Section 4 below. Company’s Toll Free Inbound Service is provided on a switched access basis or via Customer-provided dedicated, non-switched facilities, which connect Customer’s premises to Company’s network. Toll Free Inbound Service is also offered with two enhanced options that provide additional feature packages, based on the selected option.
- B. “1+” Outbound Service. Company’s “1+” Outbound Service enables Customers to originate and terminate intrastate calls. The Customer dials “1+” followed by the desired ten digit telephone number, or, if not presubscribed to Company’s service, dials “1010XXX” followed by “1+” followed by the desired ten digit telephone number. Further, Company’s “1+” Outbound Service permits a Customer connection to Company’s interstate and international telecommunications services. Company’s “1+” Outbound Service is provided on switched access basis, or via dedicated, non-switched facilities, which connect Customer’s premises to Company’s network. “1+” Outbound Service is also offered on an enhanced basis that provides additional reporting features. “1+” Outbound Service Customers also have access to Company’s Operator-Assisted Calling Services; and access to Directory Assistance.
- C. Enhanced options may not be combined with non-enhanced Service offerings.
- 3.2.2. Travel Cards** – The Customer utilizes an 11 digit “Toll Free” access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.
- 3.2.3. Toll Free Service** – This service is inbound calling only where an 800, 888 or other Toll Free prefix number rings into a Customer’s premise routed to a specific telephone number or terminated over a dedicated facility.

SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.2. DESCRIPTION OF SERVICES, Continued

3.2.4 Directory Assistance – Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

3.2.5 Account Codes – Allows Customers to protect against telephone abuse and track calls back to the person or project originating the calls. A unique code must be entered before a long distance call will complete. As such, Account Codes provide an ideal way to prevent unauthorized long distance charges while tracking expenses and billing back to departments or other clients.

SECTION 4 – RATES & CHARGES
4.1. FEES

- 4.1.1. Minimum Usage Fee** – If a customer does not bill more than \$15.00 in usage (excluding taxes and other fees), a minimum usage fee of \$15.00 will be assessed per invoice-responsible account.

4.2. SERVICES & PRODUCTS**4.2.1. Calling Card**

Calling Card Rates	Charge
Domestic, per minute	\$0.1199
Billing Increments (all)	60/6
Calling Card Enhancements	Charge
Operator Assist Surcharge, per call	\$1.50
Directory Assistance Domestic, per call	\$1.20
Operator Assisted, (Manual Completion), per call	\$1.50
Operator Assistance Calls, Intrastate rate per minute	\$0.2100
Dialing Instructions, per call	\$0.85

SECTION 4 – RATES & CHARGES, Continued**4.2 SERVICES & PRODUCTS, Continued****4.2.2. Enhanced Switched Option 1**

Account Codes 2-5 Digits Validated	NRC	MRC	Change Fee NRC
Validated Codes	\$15.00	\$5.00	None
Switched Toll Free per number	NRC	MRC per Toll Free	Change Fee NRC
1-49	None	\$1.00	None
50-249	None	\$0.50	None
250-499	None	\$0.25	None
500+	None	\$0.20	None
Directory Assistance	NRC	MRC	Change Fee NRC
Switched Toll Free	\$35.00	\$15.00	\$35.00
Enhanced Services	NRC	MRC	Change Fee NRC per line
Time of Day Routing	\$50.00	\$5.00	\$20.00
Day of Week Routing	\$50.00	\$5.00	\$20.00
Day of Year Routing	\$50.00	\$5.00	\$20.00
Command Routing	\$50.00	\$5.00	\$20.00
NPA Routing/Blocking	\$50.00	\$5.00	\$20.00
NPA/NXX Routing/Blocking	\$50.00	\$5.00	\$20.00
Percentage Allocation	\$50.00	\$5.00	\$20.00
Overflow to T-1 Trunk	\$50.00	\$5.00	\$20.00

SECTION 4 – RATES & CHARGES, Continued**4.2 SERVICES & PRODUCTS, Continued****4.2.3. Enhanced Switched Option 2**

Account Codes 2-5 Digits Validated	NRC	MRC	Change Fee NRC
Validated Codes	\$15.00	\$5.00	None
Switched Toll Free per number	NRC	MRC	Change Fee NRC
1-49	None	\$1.00	None
50-249	None	\$0.50	None
250-499	None	\$0.25	None
500+	None	\$0.20	None
Directory Assistance	NRC	MRC	Change Fee NRC
With Directory Assistance	\$15.00	\$15.00	None
Enhanced Services	NRC	MRC	Change Fee NRC per Toll Free
Command Routing (setup/install)	\$10.00	None	\$100.00
Command Routing (invoke route)	\$50.00	None	\$100.00
Area Code Blocking	None	None	None
Area Code Routing	\$50.00	None	\$100.00
Time of Day Routing	\$50.00	None	\$100.00
Day of Week Routing	\$50.00	None	\$100.00
Day of Year Routing	\$50.00	None	\$100.00
Call Allocation	\$50.00	None	\$100.00
1-3 Route	\$50.00	None	\$100.00
4-12 Routes	\$50.00	\$125.00	\$100.00
13-99 Routes	\$50.00	\$225.00	\$100.00
Overflow to POTS (per toll free)	\$50.00	\$25.00	None
Overflow to T-1 Trunk	\$50.00	\$25.00	None
Configuration Change Order (per configuration)	\$250.00	None	

Switched Overflow Services

Per Minute

\$0.0349

SECTION 4 – RATES & CHARGES, Continued**4.2 SERVICES & PRODUCTS, Continued****4.2.4. Enhanced Dedicated Option 1**

Account Codes 2-5 Digits Validated	NRC	MRC	Change Fee NRC
Validated Codes	\$10.00	None	None
Switched Toll Free per number	NRC	MRC per Toll Free	Change Fee NRC
1-49	None	\$1.00	None
50-249	None	\$0.50	None
250-499	None	\$0.25	None
500+	None	\$0.20	None
Directory Assistance	\$35.00	\$15.00	\$35.00
Enhanced Services	NRC	MRC	Change Fee NRC per line
Time of Day Routing	\$10.00	\$5.00	\$50.00
Day of Week Routing	\$10.00	\$5.00	\$50.00
Day of Year Routing	\$10.00	\$5.00	\$50.00
Command Routing	\$10.00	\$5.00	\$50.00
NPA Routing/Blocking	\$100.00	\$5.00	\$50.00
NPA/NXX Routing/Blocking	\$100.00	\$5.00	\$50.00
Percentage Allocation	\$10.00	\$5.00	\$50.00
Overflow to POTS	\$10.00	\$5.00	\$50.00
Overflow to T-1 Trunk	\$10.00	\$5.00	\$50.00
Info Digit Screening	\$10.00	\$20.00	\$50.00
Change Order Expedite	\$500.00		
Dedicated Services	NRC	MRC	Change Fee NRC
Domain Name Service	\$100.00	None	
DIA Priority Access	\$75.00	\$45.00	
D-Marc Extension	NRC	MRC	Change Fee NRC
DS-1	\$276.00	None	None
DS-3	\$548.00	None	None
OC-3	\$627.00	None	None
D-Marc Expedite	NRC	MRC	Change Fee NRC
DS-1	\$1,000	ICB	ICB
DS-3	\$1,500	ICB	ICB
OC-3/OC-12	ICB	ICB	ICB
OC-48/OC-192	ICB	ICB	ICB
Dedicated Services Configuration Changes Per Calendar Quarter	NRC	MRC	Change Fee NRC
First Configuration Change Order	ICB	ICB	ICB
Each Additional Change Order	ICB	ICB	ICB
Dedicated Services Move Fee	NRC	MRC	Change Fee NRC
DS-1	ICB	ICB	ICB
DS-3	ICB	ICB	ICB
OC-3/OC-12	ICB	ICB	ICB
OC-48/OC-192	ICB	ICB	ICB

Dedicated Overflow ServicesPer Minute
\$0.0349

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SECTION 4 – RATES & CHARGES, Continued**4.2 SERVICES & PRODUCTS, Continued****4.2.5. Enhanced Dedicated Option 2**

Account Codes 2-5 Digits Validated	NRC	MRC	Change Fee NRC
Validated Codes	\$15.00	\$5.00	None
Switched Toll Free per number	NRC	MRC per Toll Free	Change Fee NRC
1-49	None	\$1.00	None
50-249	None	\$0.50	None
250-499	None	\$0.25	None
500+	None	\$0.20	None
Directory Assistance	NRC	MRC	Change Fee NRC
Switched Toll Free	\$35.00	\$15.00	\$35.00
Enhanced Services	NRC	MRC	Change Fee NRC per line
Time of Day Routing	\$10.00	\$5.00	None
Day of Week Routing	\$10.00	\$5.00	None
Day of Year Routing	\$10.00	\$5.00	None
Quick Call Allocator	\$10.00	\$5.00	None

SECTION 4 – RATES & CHARGES, Continued

4.2 SERVICES & PRODUCTS, Continued

4.2.6. RESTORATION OF SERVICE

A non-recurring charge may be assessed in instances where consumers request service restoration.

Restoration of Service Charge	Service Charge
Per restoration – Switched Services	\$ 50.00

SECTION 4 – RATES & CHARGES, Continued

4.2 SERVICES & PRODUCTS, Continued

4.2.7. SWITCHED ACCESS OUTBOUND “1+” SERVICES

	Per Minute
Switched Access	\$0.0499
Dedicated Access	\$0.0299

SECTION 4 – RATES & CHARGES, Continued**4.3 PROMOTIONS**

TNCI may from time-to-time, make promotional offerings to enhance the marketing of its Services. These offerings may be limited to certain dates, times and locations. All promotional offerings will be filed with the Commission and copies will be provided to ORS.

4.4. INDIVIDUAL CASE BASIS AGREEMENTS

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