
ADOPTION NOTICE

Mercury Voice and Data, LLC d/b/a Suddenlink Communications

Mercury Voice and Data, LLC d/b/a Suddenlink Communications, a Delaware limited liability company, hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all schedules, rules, notices, concurrences, schedule agreements, divisions, authorities or other instruments whatsoever, filed with the Missouri Public Service Commission, by Mercury Voice and Data Company.

By this notice it also adopts and ratifies all supplements or amendments to any of the above schedules, etc., which Mercury Voice and Data Company has heretofore filed with the Commission.

Issued: November 11, 2011

Effective: November 21, 2011

By:

Tim Thompson, Vice President
12444 Powerscourt Drive
St. Louis, MO 63131

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MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF
OF
MERCURY VOICE AND DATA, LLC d/b/a
SUDDENLINK COMMUNICATIONS

Mercury Voice and Data, LLC d/b/a Suddenlink Communications operates as a competitive telecommunications company within the State of Missouri.

This tariff contains the descriptions, regulations, and rates applicable to the resale of telecommunication services provided by Mercury Voice and Data, LLC with offices at 12444 Powerscourt Drive, St. Louis, MO 63131.

This tariff applies to services furnished within the State of Missouri. This tariff is on file with the Public Service Commission of Missouri, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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EXPLANATION OF SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify a change in regulation.
- (D) To signify a discontinued rate or regulation.
- (I) To signify an increase in rate or charge.
- (M) To signify material relocated from one page to another without change.
- (N) To signify a new rate or regulation.
- (R) To signify a reduced rate or charge.
- (S) To signify a correction or reissued matter.
- (T) To signify a change or regulation but no change in rate or charge.

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STATEMENT OF COMPETITIVE CARRIER STATUS

Mercury Voice and Data Company is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived:

Commission Rules

4 CSR 240-10.020	--	Depreciation fund income
4 CSR 240-30.040	--	Uniform system of accounts
4 CSR 240-3.550(5)(C)	--	Exchange boundary map

Statute

Section 392.210.2	--	Uniform System of Accounts
Section 392.240(1)	--	Just & Reasonable Rates
Section 392.270	--	Property valuation
Section 392.280	--	Depreciation rates
Section 392.290	--	Issuance of securities
Section 392.300.2	--	Acquisition of Stocks
Section 392.310	--	Issuance of stocks and bonds
Section 392.320	--	Stock dividends
Section 392.330	--	Issuance of securities, debt and notes
Section 392.340	--	Reorganization

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TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Missouri PSC. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14.

Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's telephone to a Mercury designated switching center or point-of-presence.

Account Code - A numerical code, assigned to the Customer, to enable the Company to identify use of a service offering by the Customer and to bill the use of that service offering by the Customer. Multiple Account Codes may be assigned to the Customer to identify individual users or groups of users.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Authorized User - A person, corporation or other entity that is authorized by the Company Customer to utilize services provided by the Company to the Customer. The customer is responsible for all charges incurred by an Authorized User.

Calling Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved LEC-issued calling card. The terms and conditions of the local exchange carrier apply to payment arrangements.

Commission - Refers to the Missouri Public Service Commission.

Company or Carrier - Refers to Mercury Voice and Data Company, unless otherwise clearly indicated by the context.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

DID or direct inward dialing - A feature offered by telecommunication companies for use with their customers' PBX systems. (N)
(N)

DOD or direct outward dialing - a service offered by local communication company that allows subscribers within a company's private branch exchange system (PBX) to connect to outside lines directly. (N)
(N)
(N)

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

End User - Any person, firm, partnership, corporation or other entity that uses the service of the Company under the terms and conditions of this tariff. The End User is responsible for payment unless the charges for the service utilized are paid by the Customer.

Equal Access - where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers can pre-subscribe their telephone line(s) to their preferred interexchange carrier.

Initial and Additional Period - The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

LATA - Local Area of Transport and Access.

Mercury - Refers to Mercury Voice and Data Company, unless otherwise clearly indicated by the context.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service. (N)
(N)

PRI or Primary Rate Interface - Delivers both voice and data over a high capacity T-1 trunk. (N)

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, make telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the premises of the Customer.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Mercury Voice and Data Company

Company services and facilities are furnished for communications originating at specified points within the State of Missouri under terms of this tariff.

Mercury installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. Mercury may act as the Customer's agent for ordering access connection facilities provided by other entities, when authorized by the Customer, to allow connection of a Customer's location to the Mercury network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Use

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

2.2.2 The services the Company 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.

2.2.3 A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

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

2.3 Limitations

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

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

2.4 Liabilities of the Company

2.4.1 General

- A.** Except for the credit allowance specified in Section 2.8, the Company shall not be liable for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the tariff. In no event will the Company be liable for any direct, indirect, consequential, incidental, exemplary, punitive, or special damages, or for any lost income or profits, for any reason whatsoever, even if Company is advised of the possibility of the same.
- B.** The Company shall not be liable for any claim or 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 or resulting from: any person or entity other than the Company; any malfunction of any service or facility provided by any person other than the Company; labor difficulties; fire, flood, earthquake, or any other act of God; explosion; war; riot or civil disturbance; any law, order, regulation, direction, action or request of any federal, state or local government or any department, agency, commission, bureau, or other instrumentality of federal, state or local government; or by any other cause beyond the Company's control.
- C.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to 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.

2.4.2 The Company shall not be liable for and shall be fully indemnified and held harmless by Customer 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;

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2.4 Liabilities of the Company (Cont'd.)

2.4.2 (Cont'd.)

- B.** Connecting, combining, or adapting the Company's facilities with Customer's apparatus or systems;
- C.** Any loss, destruction or damage to property of the Company, the Customer, or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives, family members or invitees;
- D.** Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of the Company or any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by this tariff or any agreement between the Customer and the Company; or
- E.** Any personal injury or death of any person or for any loss of or damage to the premises, equipment or other property 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.

2.4.3 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

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

2.5 Billing and Payment for Service

2.5.1 Responsibility for Charges

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- A.** any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;
- B.** any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- C.** any calls placed by or through the Customer's equipment via any remote access feature(s);
- D.** any and all calls placed to an toll-free (e.g., 800, 888) service number provided to the Customer by the Company.

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

2.5 Billing and Payment for Service (Cont'd.)

2.5.2 Payment for Service

Terms of payment are subject to the rules of the Commission. Contested charges will be handled in accordance with the Commission.

- A.** All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The billing agent may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist that reasonably indicate that such changes are appropriate.
- B.** Disputes with respect to charges must be presented to the Company in writing within one hundred (120) days from the date the bill in question is issued or such bill will be deemed correct and binding on the Customer.
- C.** Unless otherwise specified below, services provided by the Company are billed in arrears directly to the Customer on a monthly basis.
- D.** Charges for third party calls which are charged to a domestic telephone number will be included on the billed party's local exchange telephone company bill pursuant to billing and collection agreements established by Mercury or its intermediary with the applicable telephone company.
- E.** Charges for credit card calls will be included on the billed party's regular monthly statement from the card-issuing company.

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

2.5 Billing and Payment for Service (Cont'd.)

2.5.3 Deposits

The Company does not collect deposits from Customers.

2.5.4 Advance Payments

The Company does not collect advance payments.

2.5.5 Late Payment Charge

If any portion of amount owed to the Company by the Customer is not received by the Company within 30 days following the invoice date, or if any portion of the Customer's payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of \$20 for each billing cycle shall be due to the Company until the full amount owed to the Company is paid.

2.5.6 Return Check Charge

The Company will assess a return check charge of up to \$25.00, whenever a check or draft presented for payment of service is not accepted by the institution on which it is written, including for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

2.5.7 Customer Complaints and/or Billing Disputes

Customers have the right to refer billing disputes and any other complaints to Company at 825 Edmond Street, St. Joseph, MO 34501 or via telephone by dialing 1-866-693-9440. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Missouri Public Service Commission in accordance with the Commission's rules of procedure. The address and toll-free telephone number of the Commission is as follows:

Missouri Public Service Commission
200 Madison Street
P.O. Box 360
Jefferson City, Missouri 65102
1-800-392-4211

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

2.5 Billing and Payment for Service (Cont'd.)

2.5.8 Taxes and Fees

- A.** All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- B.** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF) and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.
- C. Missouri Universal Service Fund**

 - 1. The Company will place, on each retail end-user customer's bill, a surcharge equal to the Missouri Universal Service Fund percentage assessment ordered by the Missouri Public Service Commission.
 - 2. The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund."
 - 3. The surcharge percentage will be applied to the total of each customer's charges for intrastate regulated telecommunications services that meet the definition of net jurisdictional revenues at 4 CSR 240-31.010(12).

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

2.6 Refusal or Discontinuance by Company

The Company may refuse or discontinue service under the following conditions:

- 2.6.1** For non-compliance with and/or violation of any federal, state or municipal law, ordinance or regulation pertaining to telephone service.
- 2.6.2** For the use of telephone service for any other property or purpose other than that described in the application.
- 2.6.3** For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- 2.6.4** For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission.
- 2.6.5** For non-payment of bills for telephone service.
- 2.6.6** Without notice in the event of Customer, Authorized User or Subscriber use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.6.7** Without notice in the event of tampering with the equipment furnished and owned by the Company.

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

2.6 Refusal or Discontinuance by Company (Cont'd.)

2.6.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

2.6.9 For failure of the Customer or Subscriber to make proper application for service.

2.6.10 For Customer's or Subscriber's breach of the contract for service between the Company and the Customer, including posting or access requirements as specified to comply with state and federal regulations.

2.6.11 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

Unless otherwise specified, the Customer or Subscriber will be given five (5) days written notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

2.7 Cancellation by Customer

Subject to 2.13, Customers may cancel service at any time, either verbally or in writing. (N)
Customers are responsible for all charges up through the actual disconnect date. (N)

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Interruption of Service**

2.8.1 Except as set forth in Section 2.8.2, a customer will be entitled to a credit allowance for an interruption of service which is caused by or occurs in facilities or equipment owned, provided and billed for, by the Company. The credit allowance shall be the sole remedy of Customer and the sole liability of the Company. For purposes of computing a credit allowance, a month consists of 720 hours. The Company will credit the Customer's account at the rate of 1/720th of the monthly charge for each full hour of any interruption. The Customer must notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.

2.8.2 No credit allowance will be made for:

- A.** interruptions due to the Company's testing or adjusting;
- B.** interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer or any other person or by the common carrier providing service connected to the Service of the Company;
- C.** interruptions due to the act or omission of any person other than the Company, including but not limited to, the Customer or other common carriers connected to the Company's facilities;
- D.** interruptions due to the failure or malfunction of non-Company equipment;
- E.** interruptions of Service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- F.** interruptions of Service during a period in which the Customer continues to use the Service on an impaired basis;
- G.** interruptions of Service during any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; and

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

2.8 Interruptions of Services (Cont'd.)

2.8.2 (Cont'd.)

- H.** interruption of Service due to circumstances or causes beyond the control of the Company.

2.9 Inspection, Testing and Adjustment

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

2.10 Other Rules

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities of NXX exchanges, or by blocking calls using certain personal account codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

2.11 Responsibilities of the Subscriber

2.11.1 The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.

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

2.11 Responsibilities of the Subscriber (Cont'd.)

- 2.11.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by Mercury on the Subscriber's behalf.
- 2.11.3** If required for the provision of Mercury' Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to Mercury.
- 2.11.4** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and Mercury when required for Mercury personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of Mercury' Services.
- 2.11.5** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with Mercury' facilities or services, that the signals emitted into Mercury' network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.
- 2.11.6** If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Mercury's equipment, personnel, or the quality of Service to other Subscribers or Customers, Mercury may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Mercury may, upon written notification, terminate the Subscriber's service.
- 2.11.7** The Subscriber must pay Mercury for replacement or repair of damage to the equipment or facilities of Mercury caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.
- 2.11.8** The Subscriber must pay for the loss through theft or fire of any of Mercury's equipment installed at Subscriber's premises.

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

2.12 Responsibilities of the Customer

2.12.1 The Customer is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the Commission and the Federal Communications Commission.

2.12.2 The Customer is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.

2.12.3 The Customer is responsible for providing Mercury with a valid method of billing for each call. Mercury reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or Mercury may refuse to place the call.

2.13 Early Termination Charges

If a Customer cancels any order for any service or equipment provided by the Company under this tariff prior to installation of the access equipment, Customer shall pay a cancellation charge of \$500 per circuit to the Company. If a Customer cancels an order after the access equipment has been installed, but before the circuit is completely installed, Customer shall pay the Company an order cancellation charge of \$500 per circuit, plus all Non-Recurring Charges (including any Non-Recurring Charges that were initially waived) and all other costs passed on to the Company from its underlying providers. In the event Customer elects to terminate any service provided by the Company under this tariff, or causes termination by its default, subsequent to installation but prior to expiration of the contract term, Customer shall pay a lump sum amount equal to 100% of the monthly rate for the remaining months in the unexpired portion of the first year of the contract term, plus 50% of the monthly charges for the remainder of the term of contract. Any Non-Recurring Charges waived as a result of a term commitment from Customer shall be payable in full by Customer to the Company.

(N)

(N)

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SECTION 3 -- DESCRIPTION OF SERVICES

3.1 General

Mercury provides direct dialed outbound service to presubscribed customers for communications originating and terminating within the state of Missouri under terms of this tariff. Company services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service.

3.2 Timing of Calls

3.2.1 Timing for all calls begins when the called party answers the call (i.e. when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.2.2 Chargeable time for all calls ends when either one of the parties disconnects from the call.

3.2.3 The minimum call duration and additional billing increments are specified on a per product basis in this section of the tariff.

3.2.4 The Company will not bill for incomplete calls.

3.3 Holidays

The Company does not offer rate discounts for calls placed on state or federal holidays.

3.4 Rate Periods

The Company does not rate calls based on time-of-day.

3.5 Calculation of Distance

The Company does not rate calls based on distance.

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SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**3.6 Mercury Long Distance Business Service**

Mercury Long Distance Business Service is a presubscribed long distance service providing direct dial outbound domestic long distance calling. Calls are billed in six (6) second increments. Rates are neither mileage nor time-of-day sensitive. Intrastate service is an add-on to interstate service.

3.7 Mercury Long Distance Package Plan

Mercury Long Distance Package Plan is a direct dial outbound calling plan available to business Customers. Customers are offered a selection of long distance packages that provide a specified monthly allowance of combined intrastate and interstate direct dial outbound long distance calling for a flat monthly rate. Minutes used in excess of the number of minutes available in the package selected will be billed at a per minute rate. Calls are billed in six (6) second increments.

3.8 Directory Assistance

A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Two (2) requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call, regardless of whether the Directory Assistance Bureau is able to furnish a requested telephone number.

Per Request Charge - local directory assistance:	\$0.50
Per Request Charge - national directory assistance:	\$0.80
Call Completion - national directory assistance:	\$0.25 per minute

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SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**3.9 Local T1/PRI Service**

The Local T1 product provides high capacity local access services, with up to 24 channels. This service is intended to be utilized in conjunction with a Customer-provided Private Branch Exchange (PBX) or similar a system. The T1 can be configured for either two-way trunks, with one way DID and/or two way with DOD service. The PRI provides voice and data communications capabilities via a 1.544 Mbps central office termination and a 1.544 Mbps at Customer's premises. The product also provides high capacity local access services, with up to 24 channels of which 23 channels are 64 Kbps B channels and one channel is a D channel at 64 Kbps. The D channel is used for signaling and control of the B channels. When DID service is ordered, DID numbers must be purchased from the Company.

This service can only be provided where Company facilities are available. Customer must enter into term agreements of a 12, 24, 36 month contract term, and with a minimum of 12 sub trunk/lines required. Subsequent T1 facilities installed for the same Customer will also require that a minimum of 12 sub trunk/lines be purchased on each facility. The Customer can select from in-only, out-only or two-way communication trunks.

3.10 Session Initiation Protocol (SIP) Trunking

A SIP session is primarily a concurrent call that is routed over the Company's internet protocol (IP) backbone using VoIP technology. SIP trunks can be used in conjunction with an IP-PBX and are thought of as replacements for traditional PRI.

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SECTION 4 - RATES

4.1 Mercury Long Distance Business Service

Rate Per Minute: \$0.10

4.2 Mercury Long Distance Package Plan

<u>Package</u>	<u>Monthly Rate</u>
100 Minutes:	\$9.00
500 Minutes:	\$40.00
1000 Minutes:	\$70.00
Rate Per Minute excess of Package Allowance:	\$0.10

4.3 Directory Assistance – Operator Assisted Calls

Operator Dialed Surcharge	\$0.75
Station to Station Surcharge	\$5.00
Person to Person Surcharge	\$8.00

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SECTION 4 – RATES (CONT'D.)**4.4 Local T1/PRI Service**

(N)

<u>Configuration</u>	<u>Monthly Rate</u>	<u>Service Order Charge</u>
12 lines:	\$300.00	\$45.00
16 lines:	\$400.00	\$45.00
20 lines:	\$500.00	\$45.00
24 lines:	\$600.00	\$45.00

<u>DID Numbers</u>	<u>Monthly Rate per #</u>	<u>Number Block Setup</u>
Block of non-sequential	\$2.00	\$20.00

On Site Installation Charge \$200.00

4.5 SIP Trunking Service

<u>Configuration</u>	<u>Monthly Rate</u>	<u>Service Order Charge</u>
12 sessions:	\$250.00	\$45.00
25 sessions:	\$300.00	\$45.00
50 sessions:	\$400.00	\$45.00
150 sessions:	\$500.00	\$45.00

<u>DID Numbers</u>	<u>Monthly Rate per #</u>	<u>Number Block Setup</u>
Block of non-sequential	\$2.00	\$20.00

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SECTION 5 - PROMOTIONS

5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. The Company will provide tariff notification to the Commission no less than seven (7) days prior to the beginning of each promotion identifying the promotion, the exchange(s) within which the promotion will be offered, and the start and end dates of the promotion.

5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four (4) minutes duration over its network.

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