

Missouri Public
Service Commission

RECD JUL 19 1999

Title Sheet

**MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF
OF
TWISTER COMMUNICATIONS NETWORK, INC.**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunications services provided by Twister Communications Network, Inc. ("Twister") within the state of Missouri. Twister operates as a competitive telecommunications company within the state of Missouri.

Missouri Public
Service Commission
00 - 040
FILED SEP 02 1999

Issued: July 19, 1999

Effective: September 2, 1999

By:

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Service Commission~~

00-040
FILED SEP 02 1999

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SYMBOLS

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

C - Changed regulation.

D - Delete or discontinue.

I - Change Resulting in an increase to a Customer's bill.

M - Moved from another tariff location.

N - New

R - Change resulting in a reduction to a Customer's bill.

T - Change in text or regulation.

Missouri Public
Service Commission
00-040

FILED SEP 02 1999

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TARIFF FORMAT

REC'D JUL 19 1999

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

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the PSCM. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the PSCM follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff page 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 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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STATEMENT OF COMPETITIVE CARRIER STATUS

REC'D JUL 19 1999

Twister Communications Network, Inc. is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived.

STATUTES

392.240(1)	Ratemaking
392.270	Valuation of property
392.280	Depreciation accounts
392.290	Issuance of securities
392.310	Stock and debt issuance
392.320	Stock dividend payment
392.330	Issuance of securities, debt and notes
392.340	Reorganization(s)

COMMISSION RULES

4 CSR 240-10.020	Depreciation
4 CSR 240-30.010(2)(C)	Rate schedules
4 CSR 240-30.040	Uniform system of accounts
4 CSR 240-32.030(1)(B)	Exchange boundary maps
4 CSR 240-32.030(1)(C)	Record keeping
4 CSR 240-32.030(2)	In-state record keeping
4 CSR 240-32.050(3)	Local office record keeping
4 CSR 240-32.050(4)	Telephone directories
4 CSR 240-32.050(5)	Call intercept
4 CSR 240-32.050(6)	Telephone number changes
4 CSR 240-32.070(4)	Public coin telephone
4 CSR 240-33.030	Minimum charge rule
4 CSR 240-33.040(5)	Financing fees

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

NEW JUL 19 1999

Access Line - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

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, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

Available Usage Balance - The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account has an Initial Account Balance which is stated either in U.S. dollars or Call Units, depending upon the type of service. The Available Balance is depleted as services provided by the Company are utilized by the Customer.

Commission - Refers to the Missouri Public Service Commission.

Company - Twister Communications Network, Inc. ("Twister"), unless otherwise indicated by the context.

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

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

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0-0-040

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

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Debit Account - An account which consists of a pre-paid usage balance depleted on a real-time basis during each Debit Service call.

Debit Card - A card issued by the Company which provides the Customer with a Personal Account code and instructions for accessing the Carrier's network.

Debit Service Call - A service accessed via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company issued Debit Account.

Initial Usage Balance - The amount of usage on a Debit Account upon issuance and before any depleting call activity.

LEC - Local Exchange Company.

Marks - A collective term to mean such items as trademarks, service marks, trade names and logos; copyrighted words, artwork, designs, pictures or images; or any other device or merchandise to which legal rights or ownership are held or reserved by an entity.

Personal Identification Number - A numeric or alpha-numeric sequence which uniquely identifies a travel card or debit card account. See Authorization Code.

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

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Renewal - A method of replenishing a Debit Account's Available Usage Balance with additional minutes of usage as authorized and paid for by the Customer.

Sponsor - A corporation or other legal entity that exclusively permits the use of its Marks to the company for use with telephone cards or other merchandise, and contracts with the company for the marketing of the services described herein.

Subscriber - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of transient third party Customers or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber is also a Customer under the terms of the tariff.

Switched Access - Where access between the Customer and the Carrier is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group access is billed to the Carrier.

Twister - Used throughout this tariff to refer to Twister Communications Network, Inc., unless otherwise clearly indicated by the context.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purposed of rating calls.

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SECTION 2 - RULES AND REGULATIONS

REC'D JUL 19 1999

2.1 Undertaking of Twister

Twister's services and facilities are furnished for communications originating at specified points within the state of Missouri under terms of this tariff.

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

The Company's services and facilities are available twenty-four (24) hours per day, seven days (7) per week.

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

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2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 Twister reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All facilities provided under this tariff are directly or indirectly controlled by Twister 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.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6 Twister reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

2.3 Use

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

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

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2.4 Liabilities of the Company

- 2.4.1 Twister's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename 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 out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person 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 directly caused by negligence of the Company.

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

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2.4 Liabilities of Company, (Cont'd.)

- 2.4.4 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.4.5 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Debit Cards or Personal Identification Numbers (PINs) issued for use with the Company's services. Nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Debit Card provided to a Customer.
- 2.4.6 The Company shall not be liable for any claim, loss or refund on any unused portion of the usage balance remaining in a Debit Account provided to a Customer before or after the expiration date assigned to each Debit Account.

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

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2.5 Deposits

The Company does not require deposits. The prepayment of service immediately available, such as debit card service, does not constitute a deposit.

2.6 Advance Payments

The Company does not require advance payments. The prepayment of service immediately available, such as debit card service, does not constitute an advance payment.

2.7 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates for services paid for in arrears. All state and local taxes are included in the quoted rates for prepaid services. All charges and fees subject to the Missouri Public Service Commission jurisdiction, except taxes and franchise fees, will be submitted to the Commission for prior approval.

2.8 Interconnection

Service furnished by Twister may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with Twister's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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2.9 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.10 Installation and Termination

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

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

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2.11 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. This includes payment for calls or services originated at the Customer's number(s); placed using a Debit Card as a form of payment regardless of the purchaser of the card or the originating location of the call; incurred at the specific request of the Customer. The Customer agrees to pay to the Company any cost(s) incurred as a result of 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. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Payments for service provided in association with Company-issued Debit Accounts must be received by the Company or its authorized agent prior to the activation of the Customer's Debit Account. The billing agency may be the Company, a local exchange telephone company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies 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 which reasonably indicate that such changes are appropriate.

The Customer shall be responsible for all calls placed via the Debit Account as the result of the Customer's intentional or negligent disclosure of their PIN. Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent.

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

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2.12 Cancellation by Customer

Customers may cancel service at any time, either verbally or in writing. Customers are responsible for all charges up through the actual disconnect date. Charges may be avoided by dialing another carrier's access code. For prepaid services, the Customer may cancel service by fully depleting the available balance of the Customer account and/or by not renewing a renewable account.

2.13 Refusal or Discontinuance by Company

2.13.1 Twister may refuse or discontinue service with proper notice to the Customer for any of the following reasons:

- (A) For failure of the Customer to pay a bill for service when it is due.
- (B) For failure of the Customer to meet the Company's deposit and credit requirements.
- (C) For failure of the Customer to make proper application for service.
- (D) For Customer's violation of any of the Company's rules on file with the Commission.
- (E) For failure of the Customer to provide the Company reasonable access to its equipment and property.
- (F) For Customer's breach of the contract for service between the Company and the Customer.
- (G) For a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service.
- (H) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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

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2.13 Refusal or Discontinuance by Company, (Cont'd.)

2.13.2 Twister may refuse or discontinue service without notice to the Customer for any of the following reasons:

- (A) In the event of tampering with the Company's equipment.
- (B) In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.
- (C) In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- (D) In the event of fraudulent use of the service.

2.14 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

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

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2.15 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.

2.16 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. All promotions are subject to the prior approval of the commission.

2.17 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Company, including legal and accounting expenses. Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.18 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance. The late payment fee is not applicable to residential accounts. Payment required is within thirty (30) days subsequent to the invoice date and is considered past due after the thirty day period.

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2.19 Return Check Charge

The Company reserves the right to assess a return check charge of up to \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds. In addition, the Company reserves the right to place the Available Usage Balance for the Customer's Debit Account on hold until the check or draft clears or is paid, pursuant to Missouri law and the Missouri Public Service Commission regulations.

2.20 Other Rules

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Identification Numbers 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.

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES

REC'D JUL 19 1999

3.1 General

Service is available twenty-four hours per day, seven days a week.

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 Minimum call duration and additional billing increments are specified in Section 3.

3.2.4 There is no billing applied for incomplete calls.

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

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3.3 Applicable Rate Periods

Usage rates are subject to the following time-of-day, rate periods:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD					EVE	
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

* up to, but not including

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

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3.4 Calculation of Distance

Usage charges for mileage sensitive services vary based on the type of service subscribed to by the Customer. For services utilizing switched access, mileage measurements for rate schedules are based on the distance in airline miles between rate centers associated with the originating and terminating stations. For services utilizing dedicated access, mileage measurements for rate schedules are based on the distance in airline miles between the Twister network access point associated with the station utilizing Dedicated Access Origination/Termination and the rate center associated with the called/calling station.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

- Step 1: Obtain the "V" and "H" coordinates for the serving wire center or network access point serving the Customer's location and the called/calling station.
- Step 2: Obtain the difference between the "V" coordinates. Obtain the difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating locations of the call.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

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3.5 Twister Combination Service - #1

Twister Combination Service - #1 is available to business and residential Customers of Twister. This service provides the Customer with outbound, toll free inbound and travel card service. All calls are billed in one (1) minute increments after an initial period, for billing purposes of one (1) minute.

3.5.1 Outbound service

(A) Per Call Rates	<u>Initial Minute</u>	<u>Each Add'l. Minute</u>
	\$0.0500	\$0.0500

3.5.2 Inbound Toll Free service

(A) Per Call Rates	<u>Initial Minute</u>	<u>Each Add'l. Minute</u>
	\$0.1500	\$0.1500
(B) Monthly Recurring Charge	\$3.00	

3.5.3 Travel Card Service

(A) Per Call Rates	<u>Initial Minute</u>	<u>Each Add'l. Minute</u>
	\$0.1500	\$0.1500
(B) Per Call Surcharge	\$0.75	

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

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3.6 Twister Prepaid Calling Card Service

Twister Prepaid Calling Card Service allows the Customer to pay for long distance usage in advance through the purchase of a prepaid calling card. Each card has an account number with an associated balance of rights of usage on the Twister network. End users access the service by dialing a Company 800/888 number, followed by the account code. Usage is deducted from the balance on a real time basis. When the card balance is fully depleted, the end user must enter another Prepaid Calling Card Service account code or have the existing card recharged, if applicable, pursuant to instructions the Company provides to end users purchasing the cards. Twister Prepaid Calling Card Service is offered at a flat per minute rate twenty-four (24) hours a day, seven days a week. Cards may be sold in minutes of usage, or units of usage convertible to minutes.

Method of Access	Per Minute Rate	Units Per Minute	Surcharge
Local Access	\$0.070	1 unit per minute	\$0.25
800 Number Access	\$0.200	1 unit per minute	\$0.00

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00 - 040

FILED SEP 02 1999

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Effective: September 2, 1999

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MOi9900

SECTION 4 - MISCELLANEOUS SERVICES

REC'D JUL 19 1999

4.1 Directory Assistance

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

Directory Assistance, Per Call Charge	\$0.50
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Missouri Public
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00-040
FILED SEP 02 1999

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SECTION 5 - PROMOTIONS

REC'D JUL 19 1999

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. These promotions will be subject to prior notification and approval by the Missouri Public Service Commission.

5.2 Demonstration of Calls

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

Missouri Public
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FILED SEP 02 1999

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