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Title Sheet

#### MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

#### P.D.S. Inc.,d/b/a PHONE DEBIT SYSTEMS, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunications services provided by P.D.S. Inc.,d/b/a PHONE DEBIT SYSTEMS, INC. ("Phone Debit") within the State of Missouri. Phone Debit operates as a competitive telecommunications company within the State of Missouri.

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ISSUED: September 15, 1999

BY: Perry D. Snavely, President 17400 Dallas Parkway, Suite 114 Dallas, Texas 75287-7305



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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.

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#### TARIFF FORMAT

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A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. 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 sheet. 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 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 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).

**D.** Check Sheets - When a tariff filing is made with the PSCM, 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. remain the same, just revised revision levels on some sheets.) The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the PSCM.

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STATEMENT OF COMPETITIVE CARRIER STATUS RECD SEP 15 1999

P.D.S. Inc.,d/b/a PHONE DEBIT SYSTEMS, INC. is classified as a competitive telecommunications company in the state of Missouri for which the following statutory and regulatory requirements are waived.

4 CSR 240-10.020	- Depreciation fund income
4 CSR 240-30.010(2)(C)	- Posting of exchange rates at
	central operating offices
4 CSR 240-30.040	- Uniform system of accounts
4 CSR 240-32.030(1)(B)	- Exchange area maps and records of
and (C)	access lines
4 CSR 240-32.030(2)	- In-state record keeping
4 CSR 240-32.050(3)	- Information concerning local service tariffs,
through (6)	maps, directories and telephone numbers
4 CSR 240-32.070(4)	- Coin telephones
4 CSR 240-33.030	- Minimum charge rule
4 CSR 240-33.040(5)	- Finance fee
Section 392.210.2	- System of Accounts
Section 392.240(1)	- Ratesreasonable average return on investment
Section 392.270	- Property valuation
Section 393.280	- Depreciation rates
Section 392.290	- Issuance of securities
Section 392.300.2	- Stock ownership and sale
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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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the 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 Account or Card has an Initial Account Balance or credit to be debited which is stated either in U.S. dollars or Call Units, depending upon the type of service. The Available Balance or credit is depleted as services provided by the Company are utilized by the Customer.

Commission - Refers to the Public Service Commission of Missouri.

**Company** - Refers to P.D.S., Inc., d/b/a Phone Debit Systems, Inc. ("Phone Debit"), issuer of this tariff.

**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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#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CONT'D.

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

**Debit Account Payment** - A payment by commercial credit card, check, or draft that increases or establishes the Available Usage Balance.

**Debit Card** - A card issued by the Company which provides the Customer with a Personal Identification Number or Authorization 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.

**Depletion** - Real time reductions in the Available Usage Balance, based on usage of the customer Debit Account.

**Initial Usage Balance** - The amount of usage on a Debit Account upon issuance or activation 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.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CONSERNED SEP $\frac{1}{2}$ $\frac{5}{9}$ $\frac{1}{9}$

Personal Identification Number (PIN)- See Authorization Code.

**Phone Debit** - Used throughout this tariff to refer to P.D.S., Inc., d/b/a Phone Debit Systems, Inc. unless otherwise clearly indicated by the context.

**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 (prepaid or otherwise) or other merchandise, and contracts with the Company for the marketing of the services described herein.

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.

**Terminal Equipment** - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

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## SECTION 2 - RULES AND REGULATIONS RECTORED SEP 25 1999

#### 2.1 Undertaking of P.D.S. Inc.,d/b/a PHONE DEBIT SYSTEMS, INC.

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

Phone Debit installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. Phone Debit 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 Phone Debit 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.

2.2 Use

Service 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**

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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** Phone Debit 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 Phone Debit 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** Phone Debit 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.

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## SECTION 2 - RULES AND REGULATIONS, CONT'D. REGD SEP 1.5 1999

#### 2.4 Liabilities of the Company

- 2.4.1 The liability of the Company for any 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 shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, onission, or defect occurs.
- 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 the Company, Cont'd.

- 2.4.4 The Company shall not be liable for any claim, loss, or refund as a result of theft of a Debit Card(s) or Personal Identification Numbers (PINs) issued for the use of 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 the Customer.
- 2.4.5 The Company shall not be liable for any claim, loss, or refund on any unused portion of the credit balance remaining on a Debit Account provided to a Customer before or after the expiration date assigned to each Debit Account or Card.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

#### 2.5 Payment for Service

#### 2.5.1 Payment Arrangements

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) or 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. The billing agency may be the Company, a local exchange telephone company, or other billing or commercial entity or 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 or decremented 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.

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#### SECTION 2 - RULES AND REGULATIONS, CONT'D.

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#### 2.5 **Payment for Service**

#### 2.5.2 Deposits

The Company does not require deposits. The prepayment of services which are immediately available is a Debit Account Payment and does not constitute a deposit.

#### 2.5.3 Advance Payments

The Company does not require Advance Payments. The prepayment of services which are immediately available is a Debit Account Payment and does not constitute an advance payment.

#### 2.5.5 Payment Due Date and Late Payment Charges

All bills are due upon receipt. Any bill outstanding and unpaid more than thirty (30) days after the date the bill is postmarked, shall be considered past due. A late payment fee of 1.5% per month will be applied to any past due balance.

#### 2.5.6 Return Check Charge

The Company reserves the right to assess a return check charge of \$25.00 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.

The Company reserves the right to place a hold on the increase of the Available Usage Balance of a renewable Debit Card or the initial activation of any Debit Card until the check or draft clears or is paid.

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#### 2.6 Taxes and Fees

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The Company shall charge the Customer an amount sufficient to recover any governmental assessments, fees, license, or other similar taxes or fees imposed upon the Company in support of statutory or regulatory programs. All charges and fees subject to the Commission's jurisdiction, except taxes and franchise fees, will be submitted to the Commission for prior approval.

- **2.6.1** For Debit Card calls, Federal, State and local taxes and fees are included in the stated rates in this tariff.
- 2.6.2 For all other services offered by the Company, taxes and fees shall be added pro-rata, insofar as practical, to the rates and charges stated in the Company's rate schedules and listed as separate line items on the Customer's bill for services provided.

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#### 2.6 Taxes and Fees (Cont'd)

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#### 2.6.3 Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all Interstate, Intrastate and International calls that originate from any domestic pay telephone used to access the Company's services. The Pay Telephone Surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Pay Telephone Surcharge will be debited with the call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Pay Telephone Surcharge may be debited to the Customer's account subsequent to the Company obtaining information from a carrier that the originating station is an eligible pay telephone.

The Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Surcharge, per call

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## SECTION 2 - RULES AND REGULATIONS, CONT'D.

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#### 2.7 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 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein.

Credit allowances for interruptions of service billed on a usage basis shall be limited to the rate applicable to the initial period (if any) and surcharges (if any) of the call to compensate for re-establishing the interrupted call.

#### 2.8 Inspection, Testing and Adjustment

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

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#### SECTION 2 - RULES AND REGULATIONS, CONT'D.

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#### 2.9 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 Usage Balance of the Debit Account and/or by not renewing a renewable account.

#### 2.10 Interconnection

Service furnished by Phone Debit 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 Phone Debit.'s service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

#### 2.11 Terminal Equipment

Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. 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 Company's service.

#### 2.12 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. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

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# SECTION 2 - RULES AND REGULATIONS, CONT'D.

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#### 2.13 Refusal or Discontinuance by Company

- 2.13.1 Phone Debit may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given fifteen (15) days notice to comply with any rule or remedy any deficiency:
  - A. For failure of the Customer to pay a bill for service when it is due, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases.
  - **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, provided five (5) days' written notice is given before termination.
  - **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 Phone Debit 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.

#### 2.15 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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## Miscouri Public SECTION 2 - RULES AND REGULATIONS, CONT DOMES Commissio

#### 2.14 Inspection, Testing and Adjustment

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

#### 2.15 Tests, Pilots and Contests

[Reserved].

#### 2.16 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.

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BY: Perry D. Snavely, President 17400 Dallas Parkway, Suite 114 Dallas, Texas 75287-7305 EFFECTIVE: October 30, 1999

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

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#### 2.17 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.

#### 2.18 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 3 -DESCRIPTION OF SERVICE**

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#### 3.1 General

The Company offers prepaid debit card service throughout the state. Service is available to business and residential customers twenty-four (24) hours per day, seven (7) days per week.

#### 3.2 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

- **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 one of the parties disconnects from the call.
- **3.2.3** Call durations and minimum calling periods are provided with each specific product description.
- 3.2.4 There is no billing applied for incomplete calls.

#### 3.3 Calculation of Distance and Time of Day

The Company's services are not distance sensitive. The Company does not discount services by time of day.

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#### **SECTION 3 - DESCRIPTION OF SERVICE, CONT'D**

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#### 3.4 Debit Card Service

Debit Card Service is a prepaid card service available to the general public and offered in conjunction with interstate service. Debit Card Service is a non-refundable service subject to the terms and conditions contained herein. Debit Card Service is available in rechargeable and non-rechargeable formats.

Debit Card Service is offered to organizations or commercial entities for distribution to their members, patrons or customers. The marketing vehicle and expiration period is selected by the organization or commercial entity upon joint agreement with the Company. The organization or commercial entity is responsible for obtaining all necessary permissions for the use of any trade mark, trade name, service mark or other image on the card. The Company reserves the right to approve or reject any image and to specify the Customer information language and use of the Company's trade mark, trade name, service mark or other image on the card. The organization or commercial entity and use of the Company's trade mark, trade name, service mark or other image on the card. The organization or commercial entity may distribute the Company's debit cards at reduced rates or free of charge to end users.

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## SECTION 3 - DESCRIPTION OF SERVICE, CONT'D SOLVED COMMIS

#### 3.4 Debit Card Service (Cont'd.)

#### 3.4.1 General Terms and Conditions

- .1 Calls may originate from standard residential, business or pay telephone access lines and may terminate to any intrastate location via an access number. Call timing is detailed in the description of each service. Service is available 24 hours a day, 7 days per week. The number of available cards is subject to technical limitations. Cards will be offered to customers on a first come, first served basis.
- .2 Calls are originated by dialing an access number followed by an Authorization Code or PIN. The Authorization Code or PIN enables the Company to track and automatically decrement the Available Usage Balance on the Debit Card as the card is used. Customers are notified of their remaining Available Usage Balance at the beginning of each call.
- .3 Calls to 500, 700, 800/888, 900 and 976 numbers and calls requiring operator assistance and the quotation of time and charges cannot be completed using the Debit Card. Air to ground and high seas service may not be completed. Calls will not be completed using rotary telephone service.
- .4 All calls must be charged against a Debit Card that has sufficient available balance. A Customer's call may be interrupted with an announcement before the balance is about to be depleted. Calls in progress will be terminated by the Company if the Available Usage Balance is insufficient to continue the call.

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SECTION 3 - DESCRIPTION OF SERVICE, CONT'D SOLVER COMMINSI

#### 3.4 Debit Card Service (Cont'd)

#### 3.4.2 Discontinuance of Service

Debit Card Service may also be discontinued or refused without notice for the following conditions:

- .1 For non-payment of any amount past due to the Company by the Customer, including non-payment of a Customer Card Account Renewal of a fullydepleted balance.
- .2 When the Available Account Balance of a non-renewable account is Depleted to a level insufficient to place a one-minute call to the location of least cost.
- .3 When the established expiration date of the Customer Account is reached.

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#### **SECTION 4 - RATES**

#### 4.1 Debit Card Service

Usage is decremented at the rate listed below. There is no per call surcharge.

Per minute rate: \$0.50

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#### **SECTION 5 - PROMOTIONS**

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#### 5.1 General

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From time to time, Company may, upon Commission approval, offer certain customers specific rate incentives during specified promotional periods. Company will provide written notice to the Commission at least seven days prior to the commencement of a promotional program specifying the terms of the promotion, the specific service offered, the location, and the beginning and ending dates of the promotional period.

#### 5.2 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type and duration of service provided will be at the Company's discretion.

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