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Public Service Commission

Schedule of Rates, Rules, and Regulations Governing Resale of Basic Local Service Provided in the State of Missouri

OFFERED BY

dPi-TeleConnect, L.L.C.

Applying generally to its authorized territories within the State of Missouri

dPi-TeleConnect, L.L.C.

is a Competitive Telecommunications Company Under the Revised Statutes of Missouri

This Tariff sets forth the services offerings, rates, terms and conditions applicable to the furnishing of intrastate basic local communications services by dPi-TeleConnect, L.L.C., hereinafter, "Carrier" or the "Company") with principal offices at 2997 LBJ Freeway, Suite 225, Dallas, Texas 75234.

This Tariff applies to services furnished in the State of Missouri.

This Tariff is on file with the Missouri Public Service Commission (the "Commission"), and copies can be inspected, during normal business hours, at the Company's principal place of business.

FILED 0 1 - 2 0 9 NOV 15 2000

MISSOURI Public Service Commission

Issued: September 25, 2000

David M. Pikoff, Vice-President dPi-TeleConnect, L.L.C. 2997 LBJ Freeway Dallas, Texas 75234

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Effective Account Page 1

WAIVER OF RULES AND REGULATIONS

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

Statutes

392.210.2	-	Uniform system of accounts.	SEP 25 2000
392.270	-	Property valuation.	b 6
392.280	-	Depreciation rates.	MISSOURI
392.290.1	-	Issuance of stock and bonds.	Public Service Commission
392.300.2	-	Acquisition of stock.	-
392.310	-	Issuance of stock and bonds.	
392.320	-	Stock dividends.	
392.330	-	Issuance of securities, debt. and	notes.
392.340	-	Reorganization.	

Commission Rules

4 CSR 240 - 10.020	-
4 CSR 240 - 30.040	-
4 CSR 240 - 35	-

- Income on depreciation fund investments.
- Uniform system of accounts.
- Reporting of bypass and customer-specific arrangements.

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EXPLANATION OF SYMBOLS

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The following symbols shall be used in this Tariff for the purpose indicated below:

SEP 25 2000

.C	-	To signify changed regulation.	Public Service Commission
D	-	To signify discontinued rate or regulation.	delic Service Commission
I	-	To signify increased rate.	
M		To signify a move in location of text.	
N	-	To signify new rate or regulation.	
R	-	To signify reduced rate.	ı
S	-	To signify reissued matter.	
Т	_	To signify a change in text but no change in rate or	regulation.

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TARIFF FORMAT SHEET

- A. Page Numbering Page numbers appear in the upper-right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added, the page appears as a decimal. 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 the page.

 These numbers are used to determine the most current page version on file with the Commission.

 For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

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 - DEFINITIONS

Certain terms used generally throughout this Tariff are defined below.

<u>Authorized User</u>: A person that either is authorized by Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by Customer, either through acts or omissions, to use local exchange telephone service.

Company: dPi-TeleConnect, L.L.C., a Delaware Limited Liability Company, which is the issuer of this Tariff.

<u>Customer</u>: The person or entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Incumbent Local Exchange Carrier (ILEC): Local exchange carriers that are providing telephone exchange service in an area on the date of the enactment of the Telecommunications Act of 1996 and that are deemed to be members of the exchange carrier association.

Local Exchange Carrier: A company which furnishes exchange telephone service.

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SECTION 2 - REGULATIONS

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2.1 Undertaking of the Company

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2.1.1 <u>Scope</u>

The Company undertakes to furnish residential and business local telecommunications services within the State of Missouri under the terms of this Tariff as a reseller. Service is available 24 hours a day, seven days a week. The Services described in Section 3 of this Tariff are provided to Customers by the Company pursuant to one or more applicable resale agreements or Resale Tariffs which are on file with, and have been approved by, the Missouri Public Service Commission.

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

2.1.2 Shortage of Equipment or Facilities

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

2.1.3 Terms and Conditions

- 2.1.3.A This Tariff shall be interpreted and governed by the laws of the State of Missouri.
- 2.1.3.B Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.3.C Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- 2.1.3.D Service may not be used for any unlawful purpose.
- 2.1.3.E Neither the Company nor Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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TELECOMMUNICATIONS SERVICES SFP 25 2000

2.2 Liability of the Company

MISSOURI Public Service Commission

- 2.2.1 The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.2.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the provision of any service offered under this Tariff, the Company's liability, if any, shall be limited as provided herein.
- 2.2.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.2.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- 2.2.5 The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.2.6 The Company shall be indemnified, defended, and held harmless by Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this Tariff, including:
 - 2.2.6.A claims for defamation libel, slander, invasion of privacy, infringement of copyright, unauthorized use of 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 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;
 - 2.2.6.B all other claims arising out of any act or omission of Customer or others, in connection with any service provided by the Company pursuant to this Tariff.

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2.2 <u>Liability of the Company</u> (Cont'd) Public Service Commission

- 2.2.7 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.2.8 Company shall not be liable for any damages, including usage charges, that Customer may incur as a result of the unauthorized use of its Authorization Code(s) by others. The unauthorized use of Customer Authorization Code(s) includes, but is not limited to, the placement of calls using Customer's Authorization Code(s) without the authorization of the Customer. Customer shall be fully liable for all such usage charges.
- 2.2.9 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.2.10 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 2.2.11 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

2.3 Discontinuance or Interruption of Service by Company

- 2.3.1 Service may be discontinued for any of the following reasons:
 - 2.3.1.A nonpayment of an undisputed delinquent charge;
 - 2.3.1.B unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;
 - 2.3.1.C refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment;
 - 2.3.1.D material misrepresentation of identity in obtaining telephone utility service;
 - 2.3.1.E failure to substantially comply with terms of a settlement agreement;
 - 2.3.1.F as approved by federal or state law.

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TELECOMMUNICATIONS SERVICES

Public Service Commission

- 2.3 <u>Discontinuance or Interruption of Service by Company</u> (Cont'd)
 - 2.3.2 Service may not be discontinued by the Company for failure to pay charges not subject to the Missouri Public Service Commission's jurisdiction unless specifically authorized in this Tariff.
 - 2.3.3 Residential service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.
 - 2.3.4 Residential customers shall have 21 days from the rendition of a bill (invoice date) to pay the charges stated.
 - 2.3.5 Residential service shall not be discontinued unless written notice by first-class mail is sent or delivered to the Customer at least ten days prior to the date of the proposed discontinuance.
 - 2.3.6 At least 24 hours preceding a discontinuance, the Company shall make reasonable efforts to contact the Customer to advise of the proposed discontinuance and what steps must be taken to avoid it.
 - 2.3.7 Notice of Discontinuance shall contain the following information:
 - 2.3.7.A the name, address, and telephone number of the Customer;
 - 2.3.7.B a statement of the reason for the proposed discontinuance and the cost for reconnection;
 - 2.3.7.C the date after which service will be discontinued unless appropriate action is taken;
 - 2.3.7.D how a customer may avoid the discontinuance;
 - 2.3.7.E the customer's right to enter into a settlement agreement if the claim is for a charge not in dispute and the customer is unable to pay the charge in full;
 - 2.3.7.F the telephone number where the customer may make an inquiry;
 - 2.3.7.G a statement that this notice will not be effective if the charges involved are part of an unresolved dispute; and

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2.3 <u>Discontinuance or Interruption of Service by Company</u> (Cont'd)

2.3.7 (Cont'd)

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2.3.7.H a statement of the exception for medical emergency as follows: Service Commission

Residential Medical Emergency

Company will postpone a discontinuance for a minimum of 21 days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the service is provided and where such a person is under the care of a physician. Any person who alleges such an emergency, shall, if requested, provide Company with reasonable evidence of such necessity.

2.3.8 Settlement Agreements for Residential Customers

When a residential customer is unable to pay a charge in full when due, the Company shall permit the customer to enter into an initial settlement agreement under which the charge may be paid as mutually agreed to by both the Company and the customer. A copy of the settlement agreement shall be delivered or mailed to the customer upon request by the customer. Matters treated by a settlement agreement shall not constitute a basis for discontinuance as long as the terms of the settlement are followed.

2.4 Payment and Billing

- 2.4.1 Except as otherwise limited by regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Customers, including without limitation any unauthorized, unlawful, or fraudulent use or access.
- 2.4.2 All amounts stated on each monthly invoice are due and payable as set out in Paragraph 2.4.1.
- 2.4.3 Customers may pay for Service by money order or cash at a Company authorized Agent location. Payments for Service mailed to the Company may be in the form of a money order or certified check. Credit card payments are accepted by the Company by telephone. Payment for reconnection of Service as provided in this Tariff may be made in any reasonable manner, including personal check. The Company may refuse payment by personal check if the Customer, within the last twelve (12) months, has tendered payment in this manner and the check has been dishonored, excepting bank error.
- 2.4.4 Charges for Prepaid Service will be mailed to the Customer on a monthly (30 days) basis.

 Payment for the first month's service is payable in advance and payment in advance for each month of service thereafter is due in full within twenty-one (21) days after the invoice date.

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2.4 Payment and Billing (Cont'd)

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- 2.4.5 The Company issues bills on a monthly basis with bills received by the Customer on or about the same day each month.
- 2.4.6 The Company will not alter the billing cycle unless affected customers are sent a bill insert or other written notice explaining the alteration not less than 30 days prior to the effective date of the alteration. Such notification is not required when a Customer requests a number or billing change or when the Customer disconnects and reconnects service or transfers service from one premises to another.
- 2.4.7 The Company sets forth the following on residential bills:
 - 2.4.7.A the number of access lines for which charges are stated;
 - 2.4.7.B the beginning or ending dates of the billing period;
 - 2.4.7.C the date the bill becomes delinquent if not paid on time;
 - 2.4.7.D the unpaid balance (if any);
 - 2.4.7.E the amount for basic service;
 - 2.4.7.F an itemization for the amount due for all other regulated or nonregulated services including the date and duration (in minutes or seconds) of each toll call if such service is provided as an individual service;
 - 2.4.7.G the amount due for all regulated or nonregulated services offered at a packaged rate and an itemization of each service included in the package;
 - 2.4.7.1 an itemization of the amount due for taxes, franchise fees, Relay Missouri surcharge, 911 surcharges (if applicable), and other surcharges as may be necessary and appropriate;
 - 2.4.7.G the total amount due;
 - 2.4.7.H a toll-free telephone number where inquiries and/or dispute resolutions may be made for each company with charges appearing on customer's bill; and
 - 2.4.7.I any other credits and charges applied to the account during the current billing period.
- 2.4.8 During the first billing period in which a residential customer receives Service, the Company provides each Customer an insert or other written notice which contains an itemized account of the charges for the equipment and Service for which the Customer has contracted.

2.5 Taxes and Surcharges

The Customer is responsible for payment of any and all sales, use, gross receipts, excise, or other local, state and federal taxes, excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of network services. The customer is also responsible for charges and surcharges including Relay Missouri Surcharge, E-911 Surcharges, franchise fees and other charges and surcharges (however designated). Taxes and surcharges for Prepaid Services will be billed by the Company as separate line items on Customer's invoice and are not included in any rates set forth in this Tariff. Charges and surcharges other than taxes will be submitted to the Commission for approval.

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2.6 Deposits

Company does not require or collect deposits from Customers.

2.7 Returned Check Charge SEP 25 2000

MISSOURI Public Service Commission

Company will charge Customer a one-time fee of \$20.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

2.8 Disputed Charges

- 2.8.1 A customer shall advise Company if any part of a charge is in dispute by written notice, in person or by telephone call directed to Company during regular business hours. A dispute must be registered with Company prior to the delinquent date of a charge to avoid discontinuance of service. When a customer advises Company that all or part of a charge is in dispute, Company shall record the date, time and place the inquiry is made, investigate the matter promptly and thoroughly and attempt to resolve the dispute in a manner satisfactory to both parties.
- 2.8.2 Failure of a customer to cooperate with Company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute waiver of the customers right to continuance of service under this tariff.
- 2.8.3 If a customer disputes a charge, the customer shall pay an amount to the Company equal to that part of the total bill not in dispute. The parties shall consider the customer's prior usage, the nature of the dispute and any other pertinent factors in determining the amount not in dispute. The Company shall not discontinue service for nonpayment of charges in dispute while the dispute is pending. If the parties are unable to determine the amount not in dispute, the customer shall pay to the Company, at the Company's option, an amount not to exceed fifty (50) percent of the charge in dispute or an amount based on usage during a like period under similar conditions which shall represent the amount not in dispute. The Company shall not discontinue service to a customer for nonpayment of charges in dispute while that dispute is pending.
- 2.8.4 Failure of the customer to pay to the Company the amount not in dispute within four (4) working days from the date the dispute is registered or by the delinquent date of the disputed bill whichever is later, shall constitute a waiver of the customer's right to continuance of service and the Company may then proceed to discontinue service as provided in this tariff.
- 2.8.5 If the dispute is ultimately resolved in favor of the customer in whole or in part, the Company must promptly repay any excess moneys paid by the customer. If the dispute cannot be resolved to the satisfaction of the customer, the Company shall notify the customer of its right to make an informal complaint to the Commission, and of the address and telephone number where the customer may file an informal complaint with the Commission.
- 2.8.6 After resolution of the customer's complaint, the Company may treat a second complaint based on the same facts as already determined.

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2.9 Restoration of Service

MISSOURI
Public Service Commission

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

2.10 Customer Cancellation of Service

If the Customer cancels Service after ten (10) days passes from mailing (date of postmark) or delivery of the Customer Information Bulletin, which appears in Section 4.6 below, the prepaid service charges, plus associated taxes, shall be pro-rated for the actual number of days during which Service has been provided with the non-used portion being refunded to the Customer.

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SECTION 3 - LOCAL EXCHANGES

3.1 Exchange Listings

MISSOURI Public Service Commission

This Tariff applies to the Company's resale of telecommunications services within the following Southwestern Bell Telephone Company (SWBT) exchanges:

3.1.1 SWBT Exchanges:

Adrian Advance Agency Altenburg-Frohna Antonia Archie Argyle Armstrong Ash Grove Beaufort Bell City Belton Benton **Billings** Bismarck Bloomfield Bloomsdale Blue Springs Bonne Terre Boonville

Campbell
Cape Girardeau
Cardwell
Carl Junction
Carollton
Carthage
Caruthersville
Cedar Hill
Center
Chaffee

Bowling Green

Bridgeton

Brookfield

Camdenton

Charleston Chesterfield Chillicothe Clarksville Clever Climax Springs Creve Couer Deering Dekalb Delta **DeSoto** Dexter Downing East Prairie East Independence Edina Eldon Elsberry Essex Eureka **Excelsior Springs** Fair Grove Farley Farmington Fayette **Fenton** Ferguson Festus-Crystal City Fisk

Flat River

Florissant

Frankford

Freeburg

Frederickton

Fulton
Gideon
Gladstone
Glasgow
Grain Valley
Gravois Mills
Gray Summit
Greenwood
Hannibal
Harvester
Hayti
Herculaneum-Pevely
Higbee
High Ridge
Hillsboro
Holcomb

Higbee
High Ridge
Hillsboro
Holcomb
Hornersville
Imperial
Independence
Jackson
Jasper
Joplin
Kansas City Metropolitan
Kennett
Kirksville

Kirkwood Knob Noster Ladue Lake Ozark-Osage Beach

Lamar

LaMonte

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3.1.1. SWBT Exchanges (Contd)

MISSOURI Public Service Commission St. Marys

Lancaster Leadwood Lee's Summit Liberty Lilbourn Linn Lockwood Louisiana · Macks Creek Malden Manchester Marble Hill Marceline Marionville Marshall Marston Maxville Mehlville Meta Mexico

Monett Montgomery City Morehouse Nashua Neosho Nevada New Franklin New Madrid St. Louis Metropolitan Nixa

Old Appleton Oran Overland Pacific Parkville Patton Pavnesville Perryville Pierce City Pocohontas-New Wells Pond Poplar Bluff Portage Des Sioux Portageville Puxico Qulin Raytown Republic Richmond Richwoods Risco Riverview Rogersville Rushville St. Charles St. Clair St. Joseph

Ste. Genevieve San Antonio Sappington Scott City Sedalia Senath Sikeston Slater Smithville South Kansas City Spanish Lake Springfield Metropolitan Stanberry Stafford **Tiffany Springs** Trenton Tuscumbia Union Valley Park Versailles Vienna Walnut Grove Wardell Ware Washington Webb City Webster Groves Wellsville Westphalis Willard

Wyatt

3.1.2 RESERVED FOR FUTURE USE:

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Oak Ridge

Oakville

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<u>SECTION 4 - SERVICE DESCRIPTIONS AND RATES</u>

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4.1 <u>Description of Service</u>

MISSOURI Public Service Commission

The Company's Local Exchange Service enables Customer to:

- Place or receive calls to any calling Station in the local calling area, as defined herein;
- Access basic 911 Emergency Service if available in Customer's area;
- Where available, place or receive calls to toll free 8XX telephone numbers.

The Company's service can not be used to originate calls to other telephone companies' caller-paid information services (e.g., 900, 976).

4.1.1 Basic Local Service

Basic Local Service is a service which is available for access by subscribers on a full time basis. Basic Local Service provides Customer with a single, voice-grade communications channel and access to unlimited local calls, "911" and/or "E 911" calls, if available in the Customer's area, and toll free (e.g. "800" or "888") calls.

Basic Local Service does not include any long distance service or other toll services. The following types of calls and services will be blocked by the Company through the ILEC's switch: interLATA, intraLATA, interstate, and international (e.g. "1+" or "0+"); collect calls; operator-assisted calls; third number billed calls; or any service that may be billed to Customer's telephone number (e.g. "900" and "976" calls).

4.1.2 Service Area

Where facilities are available, the Company's service area incorporates the geographic regions and exchanges currently served Southwestern Bell Telephone Company.

4.1.3 Local Calling Area

Local calling areas will be identical to the local calling areas of the incumbent local exchange carriers from which the Company purchases services, as those local calls areas are defined in the tariffs of the incumbent local exchange carrier that have been filed with the Commission.

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4.1 Local Exchange Service (Cont'd)

SEP 25 2000

4.1.4 Optional Features

4.1.4.A Call Waiting

MISSOURI Public Service Commission

Allows Customer to be notified of an incoming call while having a conversation with another party.

4.1.4.B Call Forwarding

Allows calls to automatically ring to another phone number selected or determined by the Customer.

4.1.4.C. Three-Way Calling

Allows the Customer to add a third party to a conversation.

4.1.4.D Caller ID Name and Number

This feature enables the customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls. When Caller ID is activated on a customer's line, the CPN of incoming calls is displayed on the called CPE during the first long silent interval of the ringing cycle.

Per line blocking for the blocking of CPN will be available upon request, at no charge, only to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to the Company: a) private, nonprofit, tax exempt, domestic violence intervention agencies and b) federal, state, and local law enforcement agencies. The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the customer by dialing an access code immediately prior to placing a call.

A customer may prevent delivery of their calling name and/or number to the called party by dialing an access code immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, Caller ID customers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID customer that the calling party has elected to block delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from Customer Owned Pay Telephones. If the Caller ID customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

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4.1.4.E Caller ID (Cont'd)

Any customer subscribing to Caller ID will be responsible for the provision of a display device which will be located on the customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the customer. Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactoryily with the network features described herein.

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibitted by this tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator handled calls.

4.1.4.F Call Trace

Allows Customers receiving annoying or anonymous calls to request (I) a telephone number change, which will be provided at no charge by the Company, or (ii) the capability to utilize Call Trace on a per activation basis, as needed. Call Trace allows the customer to dial a code (*57) to automatically request the following information be recorded: the originating telephone number; the date and time of the call; the date and time Call Trace was activated.

When Call Trace successfully identifies a calling number, a recording instructs the Customer to call a toll-free number, which will activate a Voice Response Script which will assist the Customer in establishing an open file (in exchanges where SWBT service is being resold). Should the Customer decide to prosecute the call originating party, the Customer should contact Company to provide the called party with the name or telephone number of the calling party. In the evernt that Call Trace is not available or is uncable to resolve the case, it may be necessarey to place a mannual trap on the Customer's telephone line or customer may need to contact local law enforcement personnel to provide assistance.

4.1.4.G Call Return

Enables a customer to place a call to the telephone number associated with the most recent call received, whether or not the call was answered or the number is known. The customer can dial a code to request that the network place the call.

(N)

4.1.4.F Unlisted Number

A non-published listing is not listed in either the alphabetical section of the Company's directory or directory assistance records and will not be furnished upon request of the calling party. However, when a call is placed from a telephone number associated with a non-published listing, the number and/or name may be disclosed if the called party has the necessary equipment for receiving and/or disclosing incoming telephone numbers and/or names. (N)

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June 09, 2010
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4.1.4.E Caller ID (Cont'd)

Any customer subscribing to Caller ID will be responsible for the provision of a display device which will be located on the customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the customer. Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator handled calls.

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When Call Trace successfully identifies a calling number, a recording instructs the Customer to call a toll-free number, which will activate a Voice Response Script which will assist the Customer in establishing an open file (in exchanges where SWBT service is being resold). Should the Customer decide to prosecute the call originating party, the Customer should contact Company for further instructions. Activation of Call Trace never authorizes Company to provide the called party with the name or telephone number of the calling party. In the event that Call Trace is not available or is unable to resolve the case, it may be necessary to place a manual trap on the Customer's telephone line or customer may need to contact local law enforcement personnel to provide assistance.

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David M. Pikoff, Vice-President dPi-TeleConnect, L.L.C. 2997 LBJ Freeway Dallas, Texas 75234

4.1.5 Miscellaneous Charges

A. <u>Service Suspension Restoral Fee</u>

Charge for restoring service that has been suspended by the Company. The phone number of a Customer whose service has been suspended will be reserved for five days.

B. <u>Service Reconnection Fee</u>

Charge for reconnecting service that has been disconnected by the Company. The Customer must pay the Service Reconnection Fee if service is disconnected.

C. Transfer Fee

Charge for initiation of service subsequent to a customer location move.

4.2 Basic Local Service Rates and Charges

4.2.1 Activation/Installation Fee

This fee will apply when Customer initiates service. This fee is refundable for ten (10) business days following the date on which the Customer Information Bulletin is postmarked. The Activation/Installation Fee, along with the first month's Recurring Charges listed in Section 4.2.2 below, must be paid before Company will initiate service.

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Activ	anon	ı/ Inst:	allatio	n Hee

\$40.00

4.2.2 Recurring Charges

Basic Local Monthly Service Charge

\$53.50

4.2.3 Optional Features Rates and Charges

One-Time Activation Fee

\$5.00** (N)

\$20.00* (M)

^{**} If Service is installed upon time of initial basic line installation (N)

	<u>Monthly</u>
Call Waiting	\$ 7.00 (I)
Call Forwarding	\$ 7.00 (I)
Call Return (N)	\$ 7.00 (N)
Three-Way Calling	\$ 7.00 (I)
Caller ID Name & Number	\$ 12.00 (I)
Unlisted Number (N)	\$ 7.00 (N)
Directory Assistance	\$.75 per call**
Call Trace	\$9.00 per successful activation**

^{**} No monthly fee or one time activation fee.

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^{*}Fee applies only if optional feature is installed after initial Access Service Activation/Installation. (M)

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4.1.5 Miscellaneous Charges

MISSOURI Public Service Commission

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Charge for reconnecting service that has been disconnected by the Company. The Customer must pay the Service Reconnection Fee if service is disconnected.

C. Transfer Fee

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4.2 <u>Basic Local Service Rates and Charges</u>

4.2.1 Activation/Installation Fee

This fee will apply when Customer initiates service. This fee is refundable for ten (10) business days following the date on which the Customer Information Bulletin is postmarked. The Activation/Installation Fee, along with the first month's Recurring Charges listed in Section 4.2.2 below, must be paid before Company will initiate service.

Activation/Installation Fee	\$40.00
	4.0,00

4.2.2 Recurring Charges

Basic Local Monthly Service Charge \$53.50

4.2.3 Optional Features Rates and Charges

		One Time
	Monthly Fee	Activation Fee*
Call Waiting	\$ 4.99	\$20.00
Call Forwarding	\$ 4.99	\$20.00
Three-Way Calling	\$ 4.99	\$20.00
Caller ID Name and Number	\$ 9.99	\$20.00
Directory Assistance	\$.75 per call**	
Call Trace	\$9.00 per successful activation**	

^{*}Fee applies only if optional feature is installed after initial Access Service Activation/Installation.

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^{**}No monthly fee or one time activation fee.

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4.2 <u>Basic Local Service Rates and Charges</u> (Cont'd)

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4.2.4 <u>Miscellaneous Charges</u>

- 4.2.4.A The Basic Local Service charge does not include any federal, state, or local taxes or surcharges, including the Missouri 911/E911 surcharge, Relay Missouri surcharge, federal end-user surcharge, and PICC. Customer is responsible for payment of all such charges, which will be billed monthly and itemized in the Customer's bill pursuant to 4 CSR 240-33.040(6). Additionally, Customer is responsible for the following charges, where applicable:
- 4.2.4.B Service Suspension Restoral Fee

\$20.00

4.2.4.C Service Reconnection Fee

\$40.00

4.2.4.D Transfer Fee

\$60.00*

*For customers that have subscribed to the Company's services for six (6) months or more, the Transfer Fee is reduced to \$30.00.

4.3 <u>Directory Listings</u>

The Company shall provide for a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number, termed the primary listing, in the telephone directory published by the dominant exchange service provider in Customer's exchange area.

- 4.3.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of Customer is not impaired thereby. Where more than one line is required to properly list Customer, no additional charge is made.
- 4.3.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

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4.3 **Directory Listings** (Cont'd)

MISSOURI Public Service Commission

- In order for listings to appear in an upcoming directory, Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- Directory listings are provided in connection with each Customer service as specified herein. 4.3.4
- Non-Recurring Charges 4.3.5

Non-Recurring Charges associated with Directory Listings are as follows:

Non-Recurring

Primary Listing (one number)

N/C

4.3.6 Recurring Charges

Monthly Recurring Charges associated with Directory Listings are as follows:

Monthly

Primary Listing (one number)

N/C

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4.4 Emergency Services (Enhanced 911) Public Service Commission

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 (E-911) has the ability to selectively route an emergency call to the primary E-911 provider so that it reaches the correct emergency service located closest to the caller. In addition, Customer's address and telephone information will be provided to the primary E-911 provider for display at the Public Service Answering Point (PSAP).

- 4.4.1 The Company is obligated to supply the E-911 service provider in the Company's service area (the E-911 Service Provider) with accurate information necessary to update the E-911 database at the time the Company submits customer orders to the local exchange company whose service is being resold pursuant to this Tariff. The Company recognizes the authority of the E-911 service provider to establish service specifications and grant final approval or denial of service configurations offered by the Company.
- 4.4.2 The Company will collect 911 and E-911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to §190.310 RSMo.
- 4.4.3 The Company undertakes no responsibility to inspect or to monitor 911 and E-911 Service facilities to discover errors, defects or malfunction in the emergency services.
- 4.4.4 By dialing 911, the 911 Service calling party waives all privacy rights afforded by non-listed and non-published Service to the extent the Customer's telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

4.5 <u>Promotional Offerings</u>

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings are subject prior notification to and approval by the Commission. The Company will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period identifying the promotion, specifying the terms of the promotion, the location and dates of the promotion.

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4.6 <u>Customer Information Bulletin</u>

MISSOURI Public Service Commission

Upon receipt of the Service Order, the Company or its agents will personally deliver or mail, by first class mail, the Customer Information Bulletin, the form of which will be as follows:

IMPORTANT CUSTOMER INFORMATION FOR YOUR REVIEW BEFORE SERVICE CONNECTION

Rights and Responsibilities of Missouri Residential Telephone Customers

This information is provided in accordance with the rules of the Missouri Public Service Commission and explains your rights and responsibilities as a residential telephone customer.

Your Telephone Bill

You will receive a telephone bill from us each month. dPi-TeleConnect provides basic local exchange prepaid services. The Company does not require a deposit for service. Payment for the first month's service is payable in advance and payment in advance for each month of service thereafter is due in full within 21 days of the invoice date. If we do not receive your payment within 21 days, your service is subject to suspension or disconnection. When paying by mail, be sure to allow enough time for your payment to reach us by the due date.

Payment Arrangements

Payment must be sent to dPi-TeleConnect or made at one of our Agent locations. Payment for service may be made by Money Order or cash at an authorized Agent location. Payments for service mailed to dPi-TeleConnect must be in the form of a Money Order or Certified Check. Credit card payments are accepted by dPi-TeleConnect by telephone only. If you are temporarily having difficulty paying your telephone bill, please call dPi-TeleConnect at the Company's toll-free number 800-687-6727 24 hours a day 7 days a week. By doing this, you may avoid having your telephone service suspended or disconnected. Your service shall not be discontinued unless written notice by first-class mail is sent or delivered to you at least ten days prior to the date of the proposed discontinuance.

Disconnection or Suspension of Telephone Service

Your telephone service is subject to disconnection or suspension for any of the reasons listed below. If you do not resolve the reason for disconnection or suspension, your service may first be suspended. If service is suspended, your telephone number is reserved for five days, and can be reconnected within that time for a restoral charge of \$20.00 as described in the "Reconnection of Service section of this Information Bulletin. If the reason for suspension has not been resolved within the 5-day period of suspension, your service will be disconnected. If service is disconnected, a new telephone number will be assigned and you will be required to pay the \$40.00 Service Reconnection Fee under the "Miscellaneous Charges" section of this Information Bulletin.

Your service may be disconnected for any of the following reasons:

- Nonpayment of an undisputed delinquent account. Your service will not be discontinued for nonpayment of a delinquent charge until ten days after a charge has become delinquent. Your service shall not be discontinued unless written notice is sent to you by first class mail or delivered to you at least ten days prior to the date of the proposed discontinuance. Additionally, dPi-TeleConnect will make reasonable efforts to contact you at least 24 hours in advance prior to disconnecting your telephone service.
- Unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility or damage or destruction to such equipment.

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David M. Pikoff, Vice-President dPi-TeleConnect, L.L.C. 2997 LBJ Freeway Dallas, Texas 75234

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Public Service Commission

- Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.
- 4. Material misrepresentation of identity in obtaining telephone utility service.
- 5. Failure to substantially comply with terms of a settlement agreement.
- 6. As approved by federal or state law.

Residential Medical Emergency

Company will postpone a discontinuance for a minimum of 21 days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the service is provided and where such a person is under the care of a physician. Any person who alleges such an emergency, shall, if requested, provide Company with reasonable evidence of such necessity.

Reconnection of Service

After local telephone service has been disconnected or suspended, dPi-TeleConnect will reconnect or restore your service when the reason for disconnection or suspension has been remedied. Before reconnecting or restoring your service, the following will be required:

- 1. Payment for all undisputed amounts must be received by dPi-TeleConnect or its authorized Agent in the event service has been disconnected or suspended.
- 2. If your service has been disconnected, the Service Reconnection Fee of \$40.00 must be paid.
- 3. If your service has been suspended, the Service Restoral fee of \$20.00 must be paid.

Procedures for Handling Inquiries and Complaints

Telephone inquiries may be made directly calling dPi-TeleConnect at the Company's toll-free number 800-687-6727 24 hours a day 7 days a week. Written inquiries may also be directed to:

dPi-TeleConnect 2997 LBJ Freeway Dallas, Texas 75234

Filing a Complaint with the Missouri Public Service Commission

If dPi-TeleConnect cannot resolve your complaint, you may call the Missouri Public Service Commission, located at 200 Madison Street, Suite 100, Jefferson City, Missouri 65101, toll-free at 1-800-392-4211 to file an informal complaint.

If your complaint cannot be resolved informally, you may file a formal complaint in writing with the Missouri Public Service Commission at their mailing address: P.O. Box 360, Jefferson City, Missouri 65102.

Also, the Missouri Office of the Public Counsel, representing the public before the Public Service Commission, has an office at 200 Madison Street, Suite 600, Jefferson City, Missouri 65101. The Public Counsel's telephone number is 1-573-751-4857.

Rates for Service

The following are the rates for the services available from dPi-TeleConnect. These rates are published in Section 4 of the Company's approved tariffs which are available for your review upon request:

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David M. Pikoff, Vice-President dPi-TeleConnect, L.L.C. 2997 LBJ Freeway Dallas, Texas 75234

Effective: November 9, 2000

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Public Service Commission

Basic Local Service Rates and Charges

Activation/Installation Fee

This fee will apply when Customer initiates service. This fee is refundable for ten (10) business days following the date on which the Customer Information Bulletin is postmarked. The Activation/Installation Fee, along with the first month's Recurring Charges listed in Section 4.2.2 below, must be paid before Company will initiate service.

Activation/Installation Fee

\$40.00

Recurring Charges

Local Line Monthly Service Charge

\$53.50

Optional Features Rates and Charges

One-Time Activation Fee

\$5.00** (N)

\$20.00* (M)

^{**} If Service is installed upon time of initial basic line installation (N)

	Monthly Fee
Call Waiting	\$ 7.00 (I)
Call Forwarding	\$ 7.00 (I)
Call Return (N)	\$ 7.00 (N)
Three-Way Calling	\$ 7.00 (I)
Caller ID Name & Number	\$ 12.00 (I)
Unlisted Number (N)	\$ 7.00 (N)
Directory Assistance	\$.75 per call**
Call Trace	\$9.00 per successful activation**

^{**}No monthly fee or one time activation fee.

Miscellaneous Charges

The Basic Local Service charge does not include any federal, state, or local taxes or surchages, including the Missiour 911/E911 surcharge, Relay Missour surcharge, federal end-user surcharge, and PICC. Customer is responsible for payment of all such charges, wihich will be billed monthly and itemized in the Customer's bill pursuant to 4 CSR 240-33.040(6). Additionally, Customer is responsible for the following charges, where applicable:

Service Suspension Restoral Fee

\$20.00

Service Reconnection Fee

\$40.00

Transfer Fee

\$60.00*

*For customers that have subscribed to the Company's services for six (6) monthls or more, the Transfer Fee is reduced to \$30.00

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^{*}Fee applies only if optional feature is installed after initial Access Service Activation/Installation. (M)

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CALL TRACE

MISSOURI Public Service Commission

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When Call Trace successfully identifies a calling number, a recording instructs the Customer to call a toll-free number, which will activate a Voice Response Script which will assist the Customer in establishing an open file (in exchanges where SWBT service is being resold). Should the Customer decide to prosecute the call originating party, the Customer should contact Company for further instructions. Activation of Call Trace never authorizes Company to provide the called party with the name or telephone number of the calling party. In the event that Call Trace is not available or is unable to resolve the case, it may be necessary to place a manual trap on the Customer's telephone line or customer may need to contact local law enforcement personnel to provide assistance.

OPERATOR SERVICES

dPi-TeleConnect DOES NOT provide operator services.

TOLL SERVICES ARE BLOCKED

You are ordering <u>Prepaid Service</u> from dPi-TeleConnect. Prepaid Service is a prepaid, switched, intrastate, telecommunications service which permits Customers to establish communications between two locations within the State of Missouri that are within the exchanges (the Local Calling Area) in which dPi-TeleConnect is authorized to offer and provide service.

Prepaid Service provides you with a single, voice-grade communications channel, including a telephone number and a Directory Listing. Prepaid Service permits you to:

- (I) place calls within the Local Calling Area;
- (ii) access 911 Service if available in your Local Calling Area;
- (iii) place calls to toll-free "800" or "888" telephone numbers.

Prepaid Service does not permit you to originate calls to direct dial (1+) or (0+) toll services; to caller-paid information services (e.g., "900", "976", "711"); or to (0-) access or services. Calls to telephone numbers used for toll services and caller-paid information services will be blocked by the Company.

REFUND OF PROCESSING FEE AND FIRST MONTH'S CHARGES

The <u>Processing Fee and First Month's Prepaid Service Charges</u> you paid at the time you signed-up for service <u>can be refunded</u> to you if you cancel service anytime <u>within 10 business days</u> after signing-up for service.

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Basic Local Service Rates and Charges

MISSOURI Public Service Commission

Activation/Installation Fee

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Activation/Installation Fee

\$40.00

Recurring Charges

Local Line Monthly Service Charge

\$53.50

Optional Features Rates and Charges

		One Time
	Monthly Fee	Activation Fee*
Call Waiting	\$ 4.99	\$20.00
Call Forwarding	\$ 4.99	\$20.00
Three-Way Calling	\$ 4.99	\$20.00
Caller ID Name and Number	\$ 9.99	\$20.00
Directory Assistance	\$.75 per call**	
Call Trace	\$9.00 per successful activation**	

^{*}Fee applies only if optional feature is installed after initial Access Service Activation/Installation.

Miscellaneous Charges

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Service Suspension Restoral Fee

\$20.00

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Service Reconnection Fee

\$40.00

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Transfer Fee

\$60.00*

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*For customers that have subscribed to the Company's services for six (6) months or more, the Transfer Fee is reduced to \$30.00

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^{**}No monthly fee or one time activation fee.