

REC'D DEC 1 5 1998

TITLE SHEET

MISSOURI PREPAID LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

OF

SURETEL, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Suretel, Inc. within the State of Missouri. This tariff is on file with the Missouri Public Service Commission and copies may be inspected, during normal business hours, at Suretel, Inc.'s principal place of business.

Suretel, Inc. operates as a competitive telecommunications company as defined by Case No. TA-98-568 within the State of Missouri.

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TELECOMMUNICATIONS SERVICES

Missouri Public Service Commission

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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 the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect.
- C. <u>Paragraph Numbering Sequence</u> 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)

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF

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

AT - To signify addition to text.

C - To signify a correction.

CP - To signify a change in practice.

CR - To signify a change in rate.

CT - To signify a change in text.

DR - To signify a discontinued rate.

FC - To signify a format lettering or numbering.

MT - To signify a move in location.

NR - To signify a new rate.

RT - To signify a removal of text.

In addition to symbols for changes, each provision or rate element changed will contain a vertical line which will clearly show the exact number of lines being changed.

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WAIVER OF RULES AND REGULATIONS

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Pursuant to Case No. TA-98-568, the following statutes and rules have been waived for purposes of offering telecommunications services as set forth herein:

STATUTES

392.210.2 - uniform system of accounts

392.270 - valuation of property (ratemaking)

392.280 - depreciation accounts

392.290.1 - issuance of securities

392.300.2 - acquisition of stock

392.310 - stock and debt issuance

392.320 - stock dividend payment

392.340 - reorganization(s)

392.330, RSMo Supp. 1997 - issuance of securities, debts & notes

COMMISSION RULES

4 CSR 240-10.020 - depreciation fund income

4 CSR 240-30.040 - uniform system of accounts

4 CSR 240-35 - reporting of bypass and customer-specific arrangements

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P.S.C. MO. No. 1

SURETEL, INC.

TELECOMMUNICATIONS SERVICES



APPLICATION OF TARIFF

RECD DEC 15 1998

This tariff sets forth the services offerings, rates, terms and conditions applicable to the furnishing of resold local basic telecommunications services by Suretel, Inc., (hereinafter "Company"). This tariff is on file with the Missouri Public Service Commission ("Commission"), and copies can be inspected, during normal business hours, at the Company's principal place of business. If the Company does not maintain an office in the State of Missouri, a copy of the relevant portion of this tariff may be obtained by the Customer, free of charge, upon written notice by writing to Suretel, Inc., 5 N. McCormick, Oklahoma City, OK 73127 or by calling the Company at 1-800-232-1908.

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SERVING AREA

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This tariff applies to the Company's resale of telecommunications services within the following Southwestern Bell Telephone Company exchanges:

Adrian Advance Agency Altenburg-Frohna Antonia Archie Argyle Armstrong Ash Grove Beaufort Bell City Benton Billings Bismarck Bloomfield Bloomsdale Bonne Terre Boonville Bowling Green Brookfield Camdenton Campbell Cape Girardeau Cardwell Carl Junction Carrollton Carthage Caruthersville Cedar Hill Center Chaffee Charleston Chesterfield Chillicothe

Downing East Prairie Edina Eldon Elsberry Essex Eureka **Excelsior Springs** Farley Farmington Fayette Fenton Festus-Crystal City Fisk Flat River Frankford Fredericktown Freeburg Fulton Gideon Glasgow Grain Valley Gravois Mills **Gray Summit** Greenwood Hannibal Harvester Hayti Herculaneum-Pevely Higbee High Ridge Hillsboro Holcomb Homersville Imperial Jackson Jasper

Joplin

Kansas City Metro

Independence

Gladstone

Parkville

Raytown South Kansas City Belton Blue Springs East Independence Lee's Summit Liberty Nashua Tiffany Springs Kennett Kirksville Knob Noster Lake Ozark-Osage Beach Lamar LaMonte Lancaster Leadwood Lilbourne Linn Lockwood Louisiana Macks Creek Malden Manchester Marble Hill Marceline Marionville Marshall Marston Maxville Meta Mexico Moberly Monett Montgomery City Morehouse Neosho Nevada New Franklin New Madrid Oak Ridge

Old Appleton Oran Pacific Patton Paynesville Perryville Pierce City Pocohontas-New Wells Pond Poplar Bluff Portage Des Sioux Portageville Puxico Oulin Richmond Richwoods Risco Rushville Ste. Genevieve St. Charles St. Clair St. Joseph St. Louis Metro Ferguson Ladue Mehlville Overland Riverview Sappington Webster Groves Bridgeton Creve Coeur Florissant Kirkwood Oakville Spanish Lake St. Marys

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Clarksville

Climax Springs

Clever

Deering

DeKalh

Delta

DeSoto

Dexter

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SERVING AREA (Cont'd)

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This tariff applies to the Company's resale of telecommunications services within the following Southwestern Bell Telephone Company exchanges:

San Antonio

Scott City

Sedalia

Senath

Sikeston

Slater

Smithville

Springfield Metro

Fair Grove

Nixa

Republic

Rogersville

Strafford

Willard

Stanberry

Trenton

Tuscumbia

Union

Valley Park

Versailles

Vienna

Walnut Grove

Wardell

Ware

Washington

Webb City

Wellsville

Westphalia

Wyatt

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SECTION 1 - DEFINITIONS

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Certain terms used generally throughout this tariff are defined below.

- "Access Code" means a sequence of numbers that, when dialed, connects a Customer to the Carrier associated with that sequence.
- "Authorized User" means a person that either is authorized by the Customer to use local exchange telephone service at the Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.
- "Commission" means the Missouri Public Service Commission.
- "Company" means Suretel, Inc., an Oklahoma corporation.
- "Customer" means the person, firm, company, corporation, or other entity who, pursuant to a Service Order orders Service(s) and is responsible for the payment at the rates and charges under this Tariff. Customer shall include both residential and business customers.
- "Customer-Provided Equipment" means terminal equipment, as defined herein, provided by the Customer.
- "Days" means calendar days.
- "Demarcation Point" means the premises wire demarcation point begins where the Customer's inside wire connects to the intrabuilding network cable (INC). Where there is no INC, the demarcation point is the point of entry at Company's entrance facility. This demarcation point separates the responsibility of the end user from that of a vendor or Company's vendor of choice for premises wire repair and Customer Provided Equipment trouble isolation.
- "Disconnection or Discontinuance" means the disconnection of a circuit, dedicated access line, or port connection being used for existing service.
- "Exchange Carrier" means any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.
- "Exchange Service" means the furnishing of service for telephone communication within local service areas in accordance with the provisions of this Tariff.
- "Incumbent Local Exchange Carrier (ILEC)" means a Local exchange carriers that is providing telephone exchange service in an area on the date of the enactment of the Telecommunications Act of 1996 and that is deemed to be a member of the exchange carrier association.
- "LATA" means a local access and transport area established pursuant to the Modification of Final Judgment entered by the Unites States District Court for the District of Columbia in Civil Action No 82-0192 for the provision and administration of communications services.

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SECTION 1 - DEFINITIONS (Cont'd)

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"Local Calling" means a completed call or telephone communication between a calling Station and any other Station within the local service area of the calling Station.

"Local Service" means service which provides for exchange telephone communication within the local service area at rates and under regulations as provided in this Tariff.

"Local Service Area" means that area within which a Customer to exchange service can make telephone calls at exchange rates. A local service area may be made up of one or more central office areas or exchange areas.

"Non-Recurring Charges" means the one-time initial charges for services or facilities, including but not limited to charges for processing and installation, for which the Customer becomes liable at the time the Service Order is executed.

"Other Providers" means any carriers or other service providers, whose services or facilities are connected to the Services.

"Premises" means Customer premises and is all space in the same building occupied by a Customer and all space occupied by the same Customer in a different buildings or continuous property.

"(Premises) Inside Wire" means inside (premises) wire (simple wire) refers to all non system inside (premises) telephone wire on the Customer's side of the inside wire demarcation point but does not include Customer premises equipment.

"Recurring Charges" means the monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

"Service Commencement Date" means the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

"Service Order" means the written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth herein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement date. Service Order may also be referred to as Customer Service Agreement.

"Services" means the Company's local telecommunications services offered to the Customer. Such services consist of basic and optional elements.

"Station" means telephone equipment from or to which calls are placed.

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SECTION 1 - DEFINITIONS (Cont'd)

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"Termination" (or "Terminate")" means discontinuance of (to discontinue) Services, either at the Customer's request, or by the Company in accordance with Regulations.

"Underlying Carrier(s)" means the LEC(s) or other Carrier(s) whose services are resold by the Company pursuant to this Tariff.

"User" means a Customer or any other person authorized by the Customer to use Services provided under this tariff.

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SECTION 2 - REGULATIONS

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2.1 Undertaking of Company

2.1.1 Scope

- 2.1.1.A The Company undertakes to furnish intrastate telecommunications services within the State of Missouri under the terms of this tariff as a reseller. The Services described in 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 Commission. Service is available twenty-four (24) hours a day, seven (7) days a week.
- 2.1.1.B 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

- 2.1.2.A The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- 2.1.2.B The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities and services from the Incumbent Local Exchange Carrier or other providers to the Company for resale.

2.1.3 Terms and Conditions

- 2.1.3.A Except as otherwise provided herein, the minimum period of service is one month (30 days). All payments for service are due in advance on the date specified by the Company. Service may be disconnected after five (5) days' written notice if a Customer's account is not paid in full on the due date. Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.
- 2.1.3.B This tariff shall be interpreted and governed by the laws of the State of Missouri.
- 2.1.3.C All calculations of dates set forth in this tariff shall be based on calendar days.
- 2.1.3.D The 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 the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

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SECTION 2 - REGULATIONS (Cont'd)

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2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

- 2.1.4.A The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruptions as set forth in Section 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company.
- 2.1.4.B 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 any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.1.4.C 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 local exchange companies.
- 2.1.4.D The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, the Customer or due to the failure or malfunction of Customerprovided equipment or facilities.
- 2.1.4.E [RESERVED FOR FUTURE USE]

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2.1 <u>Undertaking of the Company (Cont'd)</u>

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2.1.4. Liability of the Company (Cont'd)

- 2.1.4.F The Company shall not be liable for any defacement of or damage to the Customer's premises resulting from the furnishing of services of equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- 2.1.4.G Notwithstanding the Customer's obligations as set forth in Section 2.3, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from the Customer's use of services furnished under this tariff, including:
 - 1. 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 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. Patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and
 - 3. All other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- 2.1.4.H 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 the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than two (2) years after the service is rendered.
- 2.1.4.I 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.
- 2.1.4.J 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.
- 2.1.4.K No agent or employee of any other carrier shall be deemed to be an legislation of the Company.

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2.1 Undertaking of the Company (Cont'd)

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2.1.4. <u>Liability of the Company (Cont'd)</u>

2.1.4.L With respect to Emergency Number 911 Service:

- 1. This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (a) mistakes, omissions, interruptions, delays, errors or other defects in the provisions of this service; or (b) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- 2. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, or occasion by the use of Emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.
- 3. The Company is obligated to supply the E-911 service provider in the Company's service area (the "E-911" Service Provider) with 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.
- 4. If, and when, the Company provides local basic service to a customer by means of the Company's own cable pair, or over any other exclusively-owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 Service Provider's equipment in order to properly update the database for 911. The Company will be obligated to provide facilities to route calls from the end-users to the proper PSAP. The Company recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.
- 5. The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to section 190.310 RSMo., or any amendments thereto.

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Chief Operating Office
Suretel, Inc.
5 N. McCormick

Missouri Public Service Commission

2.1 Undertaking of the Company (Cont'd)

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2.1.4. Liability of the Company (Cont'd)

- 2.1.4.M The Company's liability arising from errors or omission in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listing involved during the period covered by the directory in which the error or omission occurs.
- 2.1.4.N In conjunction with a nonpublished telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by the number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- 2.1.4.O When a Customer with a nonpublished telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routing and preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outrage resulting from cable damage, notification to the Customer may not be possible.

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2.1 <u>Undertaking of the Company (Cont'd)</u>

2.1.6 Provision of Equipment and Facilities

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- 2.1.6.A The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.1.6.B The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others except the Incumbent Local Exchange Carrier to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon written consent of the Company.
- 2.1.6.C The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities and/or services offered under this tariff and to the maintenance and operation of such facilities and/or services. Beyond this responsibility, the Company shall not be responsible for:
 - 1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2. The reception of signals by Customer-provided equipment; or
 - Network control signaling where such signaling is performed by Customerprovided network control signaling equipment.

2.1.7 Nonroute Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations.

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2.1 Undertaking of the Company (Cont'd)

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2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains with the Company, its agents or contractors or the Incumbent Local Exchange Carrier.

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Services also may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a duly authorized regulated common carrier.
- 2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

A. Placing orders for service;

When placing an order for service, the Customer must provide:

- 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges; and
- 2. The name (s), telephone number(s), and address(es) of the Customer contact person(s).
- B. The payment of all applicable charges pursuant to this tariff;

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2.3 Obligations of the Customer (Cont'd)

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2.3.1. General (Cont'd)

- C. Reimbursing the Company for damages to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
- D. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the operating environment on such premises;
- E. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1.D. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this Section 2.3.1 prior to accepting an order for service;
- F. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- G. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the company in Public

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2.3 Obligations of the Customer (Cont'd)

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2.3.1. General (Cont'd)

- H. Not creating, or allowing to be placed or maintained, any liens or other encumbrances on the Company's equipment or facilities; and
- I. Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.3.2 <u>Claims</u>

With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:

- A. Any loss, destruction or damages to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. Any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, with limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.4 <u>Customer Equipment and Channels</u>

2.4.1 <u>Interconnection of Facilities</u>

- 2.4.1.A Services furnished by the Company may be connected to the services or facilities of other authorized communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections. Service furnished by the Company is not part of a joint undertaking with such other carriers.
- 2.4.1.B Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- 2.4.1.C Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provision of this tariff.

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2.4 <u>Customer Equipment and Channels (Cont'd)</u>

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2.4.1 <u>Interconnection of Facilities (Cont'd)</u>

2.4.1.D The Customer is responsible for taking all necessary legal steps for interconnecting his or her customer-provided terminal equipment of communications systems with the Company's facilitates. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

2.4.2 Inspections

- 2.4.2.A Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of any Customer-provided facilities and equipment to any Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- 2.4.2.B If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within five days (5) of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or authorized Users.

2.5.1.A <u>Taxes</u>: The Customer is responsible for the payment of any sales, use, gross receipts, excise, or other local, state and federal taxes, charges or surcharges (including 911 and Relay Misourri Surcharge) excluding taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

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2.5 Payment Arrangements (Cont'd)

REC'D DEC 1 5 1998

2.5.2 <u>Billing and Collection of Charges</u>

- 2.5.2.A All payments for service are paid in advance. The Company mails statements to each customer during every billing cycle indicating the due date and the amount that is due. Payment for service is payable in advance with payment in advance for each month of service thereafter due in full within twenty-one 21 days of the date of the bill. If we do not receive your initial payment within ten (10) days after your service is activated, or your subsequent payments within twenty-one (21) days after the date of your monthly bill, your service will be subject to suspension or disconnection. If an account is unpaid for five (5) days after the due date, service is suspended. If service is suspended, the customer's telephone number is reserved for five (5) days, and if the customer is reconnected within that time, the customer will be charged a Suspended Service Connection fee as found in Section 4.1.1.C. If the reason for suspension has not been resolved within the five (5) day period of suspension, the customer's service will be disconnected. If service is disconnected, and the Customer requests to reestablish service, a new telephone number will be assigned and the Customer will be again required to pay a new Guaranteed Service Nonrecurring Charge as found in Section 4.1.1.A. Prior to any reconnection, the Customer must pay any unpaid charges that are undisputed.
- 2.5.2.B Customers may pay for service by credit card, cash, money order, an authorized payment agent, or check at a Company-authorized location.
- 2.5.2.C The Company will bill the Customer a one-time Return Check Charge as found in Section 4.1.1.C. if the 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.
- 2.5.3 [RESERVED FOR FUTURE USE]
- 2.5.4 Discontinuance of Service

The Company may discontinue service or cancel an application for service for any of the following:

2.5.4.A Upon nonpayment of any amounts owing to the Company, and after five (5) days from the date of mailing notice, first class, to the Customer at the Customer's billing address as listed with the Company, the Company may discontinue service.

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2.5 Payment Arrangements (Cont'd)

2.5.4 Discontinuance of Service (Cont'd)

- 2.5.4.B Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving five (5) days' prior notice in writing to the Customer, discontinue or suspend service if such violation continues during that period.
- 2.5.4.C Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.5.4.D Upon the Customer's abandonment of service, the Company may, with prior notice to the Customer, immediately discontinue service.
- 2.5.4.E Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may discontinue or suspend service.
- 2.5.4.F The Company may discontinue the furnishing of any and/or all service(s) to a Customer:
 - 1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.
 - The Customer provides false information to the Company regarding the Customer's 2. identity, address, or use of service(s).
 - 3. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (a) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff;
 - Using tricks, schemes, false or invalid numbers, false credit devices, (b) electronic devices; or
 - Any other fraudulent means or devices; or (c)

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2.5 Payment Arrangements (Cont'd)

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2.5.4 Discontinuance of Service (Cont'd)

2.5.4.F (Cont'd)

- 4. Use of service in such a manner as to interfere with the service of other users; or
- 5. Use of service for unlawful purposes.
- 6. After five (5) days' written notice to a Customer who has failed to pay any sum within five (5) days of the date when payment was due;
- 7. Five (5) days after sending the Customer written notice of noncompliance with any provisions of this tariff if the noncompliance is not corrected within that five (5) day period.
- 2.5.4.G The discontinuance or suspension of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

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2.6 Allowances for Interruptions of Service

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of twenty-four (24) hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in this tariff.

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 the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer 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. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.6.1 Credit Allowances

- 2.6.1.A Credit allowances for failure of service or equipment starts when the Customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer.
- 2.6.1.B For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for services outages that exceed twenty-four (24) hours in duration will be rounded up to the next whole twenty-four (24) hours.

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2.6 Allowances for Interruptions of Service (Cont'd)

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2.6.2 <u>Limitations on Allowances</u>

No credit will be made for:

- 2.6.2.A Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer;
- 2.6.2.B Interruptions due to the negligence of any person using the Company's facilities with the Customer's permission.
- 2.6.2.C Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 2.6.2.D Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 2.6.2.E Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

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2.7 [RESERVED FOR FUTURE USE]

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2.8 Transfers and Assignments

Neither the Company nor the 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 or substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

- 2.9.1 The Customer shall designate an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 [RESERVED FOR FUTURE USE]
- 2.9.3 Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party three business days following deposit of the notice, communication or bill with the U.S. Mail or private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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SECTION 3. - DESCRIPTION OF SERVICES

3.1. Local Telephone Service

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The Company's Local Telephone Service is provided by the Company through resale of services provided by an underlying carrier which enables the Customer to:

- Place or receive calls to any calling Station in the local calling area, as defined herein;
- Access 911 Emergency Service if available in the Customer's area;
- Where available, place calls to toll-free "800" or "888" telephone numbers.

The Company's service cannot be used to originate calls to other companies' caller-paid information services (e.g. "900", "976", "711").

3.1.1. Guaranteed Service

Guaranteed Service provides the Customer with a single, voice-grade communications channel. Each Guaranteed Service will include a telephone number. Guaranteed Service does not include any long distance service or other toll services, nor local measured or other usage sensitive services. The following types of calls and services may be blocked by the Company: long distance; collect calls; local and toll operator-assisted calls; third number billed calls; or any service that may be billed to the Customer's telephone number. Any charges for long distance, toll or other services are billed to, due from and payable by the Customer.

3.1.1.A. Standard Features

Each Guaranteed Service Customer is provided with only local telephone service.

3.1.2. Optional features:

- 3.1.2.A. <u>Call Waiting</u>. A tone signals the subscriber to indicate that another call is waiting. The Customer can answer the second call by flashing the switchhook or by hanging up the phone.
- 3.1.2.B. <u>Call Forwarding</u>. The Customer may direct incoming calls to the Customer's telephone number to be routed to a Customer-defined telephone number.
- 3.1.2.C. <u>Three-Way Calling</u>. The Customer may sequentially call up to two other Customers' telephone numbers and add the calls together making a three way call.
- 3.1.2.D. <u>Nonpublished Number</u>. The Customer may refuse a listing of its name, street address, and telephone number in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 3.1.2.E Speed Dial. The Customer may pre-select up to eight (8) pre-programmed telephone numbers by dialing a one or two-digit code.

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3.1.2. Optional Services Features (Cont'd)

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- 3.1.2.F. <u>Call Return</u>. The Customer may return the last call to the Customer's telephone number by dialing a one or two-digit code.
- 3.1.2.G. <u>Caller ID</u>. 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, 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 of 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.

Line blocking Customers can unblock their CPN information on a per call basis, at no charge, by dialing an access code (#82 on their Touch Tone pad or 1182 from a rotary phone) immediately prior to placing a call.

A Customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (#67 on the Touch Tone pad or 1167 from a rotary phone) 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, Calling Line identification customers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from Customer Owned Pay Telephone Service. 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.

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. The Company assumes no liability and will be held harmless for any features 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

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3.1.2. Optional Services Features (Cont'd)

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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.

3.2. Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number.

- 3.2.1. The Company reserves the right to limit the length of any listing in the directory by abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- 3.2.2. 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 the Customer, will withdraw any listing which is found to be in violation of this tariff pr amu applicable laws, rules and regulations with respect thereto.
- 3.2.3. In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.2.4. Directory listings are provided in connection with each Customer service as specified herein.
- 3.2.5. Nonrecurring Charges

Nonrecurring Charges associated with Directory Listings are as found in Section 4.1.1.C.

3.2.6. Recurring Charges

Monthly Recurring charges associated with Directory Listings are as found in Section 4.1.1.C.

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3.3. Emergency Services (Enhanced 911)

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Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

3.4. Prepaid 1+ Service

[RESERVED FOR FUTURE USE]

3.4.1. <u>Description of Services</u>

[RESERVED FOR FUTURE USE]

3.4.2. Rates

[RESERVED FOR FUTURE USE]

3.5. Promotional Offerings

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 will 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 to the approval of the Commission. The Company will notify the Commission by letter specifying the services offered, terms of the promotion, location and dates of each promotional period in advance of the offering.

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SECTION 4. - RATES AND CHARGES

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4.1. Rates and Charges

4.1.1. <u>Guaranteed Service.</u> A Guaranteed Service Customer will be charged applicable Nonfecuring ission Charges and Monthly Recurring Charges as specified below:

	Ī	Monthly Recurring Charges	Nonrecurring Charges	
A.	Guaranteed Service Charge:	\$36.35	\$20.00	
B.	Optional Features:			
	Call Forwarding	\$ 3.99	\$ 7.49 *	
	Call Waiting	\$ 8.00	\$ 7.49 *	CR
	Three-Way Calling	\$ 3.99	\$ 7.49 *	
	Nonpublished Number	\$ 2.99	\$ 5.99 *	
	Speed Dial	\$ 3.99	\$ 7.49 *	
	Call Return	\$ 4.49	\$ 7.49 *	
	Package of three or more of the above features	\$20.00	\$ 7.49	
	Caller ID-Number	\$ 8.95	\$ 7.49	CR
	Caller ID-Name	\$ 8.95	\$ 7.49	CR
C.	Other Charges:			
	Account transfer to new address	N/A	\$39.99	
	Change name/phone number or other information on an acco	ount N/A	\$15.00	
	Directory Listing	N/A	N/C	
	Return Check Charge	N/A	\$20.00	
	Suspended Service Continuation	fee N/A	\$20.00	

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^{*}If any one or more of these optional features is ordered at the time of initial activation of service, there is no separate nonrecurring charge for such optional feature(s). When one or more of the above optional features is ordered at any time after initial activation of service, only one nonrecurring charge of \$7.49 is charged for each such time of ordering.

4.1. Rates and Charges

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Guaranteed Service. A Guaranteed Service Customer will be charged applicable Nonrecurring Charges and Monthly Recurring Charges as specified below:

Monthly

]	Monthly Recurring Charges	Nonrecurring <u>Charges</u>	
	λ. (Guaranteed Service Charge:	\$36.35	\$20.00	CR
I	3.	Optional Features:			
		Call Forwarding	\$ 3.99	\$ 7.49 *	
		Call Waiting	\$ 3.99	\$ 7.49 *	
		Three-Way Calling	\$ 3.99	\$ 7.49 *	
		Nonpublished Number	\$ 2.99	\$ 5.99 *	
		Speed Dial	\$ 3.99	\$ 7.49 *	
		Call Return	\$ 4.49	\$ 7.49 *	
		Package of three or more of the above features	\$20.00	\$ 7.49	
		Caller ID-Number	\$ 7.49	\$ 7.49	
		Caller ID-Name	\$ 7.49	\$ 7.49	
(C	Other Charges:			
ARITTEN NOTICE OF RATE DEC	REASE	Account transfer to new address	s N/A	\$39.99	
AND ITS EFFECTIVE DATE FILE		Change name/phone number or other information on an accordance		\$15.00	
(DATE) PURSUANT TO SECTION 392.5	i00 (1)	Directory Listing	N/A	N/C	
RSMO SUPP. 1985		Return Check Charge	N/A	\$20.00	
EFFECTIVE DATE OF RATE DEC	KEASE	Suspended Service Continuation	n fee N/A	\$20.00	

^{*}If any one or more of these optional features is ordered at the time of initial activation of service, there is no separate nonrecurring charge for such optional feature(s). When one or more of the above optional features is ordered at any time after initial activation of service, only one nonrecurring charge of \$7.49 is charged for each such time of ordering.

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SECTION 4. - RATES AND CHARGES

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4.1. Rates and Charges

4.1.1. <u>Guaranteed Service.</u> A Guaranteed Service Customer will be charged applicable Nonrecurring Charges and Monthly Recurring Charges as specified below:

	1	Monthly Recurring Charges	Nonrecurring <u>Charges</u>
Α. Ο	Guaranteed Service Charge:	\$40.00	\$39.00
В. С	Optional Features:		
	Call Forwarding	\$ 3.99	\$ 7.49 *
	Call Waiting	\$ 3.99	\$ 7.49 *
	Three-Way Calling	\$ 3.99	\$ 7.49 *
	Nonpublished Number	\$ 2.99	\$ 5.99 *
	Speed Dial	\$ 3.99	\$ 7.49 *
	Call Return	\$ 4.49	\$ 7.49 *
	Package of three or more of the above features	\$20.00	\$ 7.49
	Caller ID-Number	\$ 7.49	\$ 7.49
	Caller ID-Name	\$ 7.49	\$ 7.49
C. C	Other Charges:		
	Account transfer to new address	N/A	\$39.99
CANCELLED	Change name/phone number or other information on an acco	ount N/A	\$15.00
0.0000	Directory Listing	N/A	N/C
JAN 1 8 2000	Return Check Charge	N/A	\$20.00
Public Service Commission MISSOURI	Suspended Service Continuation	ı fee N/A	\$20.00

^{*}If any one or more of these optional features is ordered at the time of initial activation of service, there is no separate nonrecurring charge for such optional feature(s). When one or more of the above optional features is ordered at any time after initial activation of service, only one nonrecurring charge of \$7.49 is charged for each sterifine expression.

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SECTION 5 - CUSTOMER INFORMATION BULLETIN

5.1 CUSTOMER INFORMATION BULLETIN

RECD DEC 1 5 1998

Upon receipt of the Service Order, the Company 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 rule of the Missouri Public Service Commission and explains your rights and responsibilities as a residential telephone customer.

Your Telephone Bill

You'll receive a detailed monthly telephone bill setting forth all services ordered and the charges for such services. Suretel, Inc. only provides prepaid basic local services. Suretel, Inc. does not require a deposit for its prepaid basic local service. Payment for the first month's service is payable in advance with payment in advance for each month of service thereafter due in full within 21 days of the date of the bill. If we do not receive your initial payment within 10 days after your service is activated, or your subsequent payments within 21 days after the date of your monthly bill, your service will be 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 Suretel, Inc. or made at one of our Agent locations. Payment for service may be made by check, credit card, money order or cash at an authorized Agent location. Payments for service mailed to Suretel must be in the form of a Money Order or Personal or Certified Check. Credit card payments are accepted by Suretel by telephone only. If you are temporarily having difficulty paying your telephone bill, please call Suretel at 1-800-232-1908 between 7 AM and 9 PM Central Time, Monday through Friday or 8 AM and 6 PM Saturday and contact the billing department. 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 five days prior to the date of the proposed discontinuance.

Disconnection or Suspension of Telephone Service

Your telephone service is subject to suspension and disconnection for any of the reasons listed below. If you do not resolve the reason for suspension or disconnection, your service will first be suspended. If service is suspended your telephone number is reserved for five days, and if you are reconnected within that time there will be a Suspended Service Continuation fee of \$20.00. 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 and you then desire service, a new telephone number will be assigned you will be considered that the Company Public Company amounts past due for undisputed that the Company Solon 98-568

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Issued: December 15, 1998

Effective: February 1, 1999

CANCELLED TC-2005-0366 October 7, 2005 Missouri Public Service Commission

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Service Commission

5.1 CUSTOMER INFORMATION BULLETIN (Cont.)

RECD DEC 1 5 1998

Your service may be suspended or 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 five days after a charge has become delinquent. Additionally, Suretel will make reasonable efforts to contact you at least 24 hours in advance prior to disconnecting your telephone service.
- 2. 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.
- Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.
- 4. Misrepresentation of the identity in obtaining telephone utility service.
- 5. Incurs charges and evidences an intent not to pay such charges when due.

Restoration of Service

After local telephone service has been disconnected, Suretel Inc. will restore your service when the reason for the disconnection has been remedied. Before restoring your service, the following will be required:

- 1. Payment for all undisputed amounts must be received by Suretel Inc. or its authorized Agent.
- 2. The Guaranteed Service Nonrecurring Charge of \$39.99 must be paid again if your service has been disconnected.
- 3. The Guaranteed Service Nonrecurring Charge will not be charged if your service has been suspended. If your service has been suspended you will be charged a Suspended Service Continuation fee of \$ 20.00. Reconnection must be made during the five day suspension period to avoid disconnection.

Procedures for Handling Inquiries and Complaints

Telephone inquiries may be made directly by calling Suretel, Inc. at 1-800-232-1908 7 AM and 9 PM Central Time, Monday through Friday or 8 AM and 6 PM Saturday. Written inquiries may be directed toll free by fax to 1-800-232-1908. Written inquires may also be directed to:

Suretel, Inc.
Customer Service Department
5 N. McCormick
Oklahoma City, OK 73127

Missouri Public

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Issued: December 15, 1998

Effective: February 1, 1999

5.1 CUSTOMER INFORMATION BULLETIN (Cont.)

RECD JUN 28 2001

Filing a Complaint with the Missouri Public Service Commission

Service Commission

If Suretel, Inc. cannot resolve your complaint, you may call the Missouri Public Service Commission, located at 301 West High Street, 5th Floor, 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 301 West High Street, 2nd Floor, Jefferson City, Missouri 65101. The Public Counsel's telephone number is 1-573-751-4857.

Rates for Service

The following rates are for services available from Suretel, Inc.. These rates are published in Section 4.1.1. of the Suretel, Inc.'s approved tariffs which are available for your review upon request:

5.1.1. <u>Rates and Charges.</u> A Guaranteed Service Customer will be charged applicable Nonrecurring Charges and Monthly Recurring Charges as specified below:

		Monthly Recurring Charges	Nonrecurring <u>Charges</u>	
A.	Guaranteed Service Charge:	\$36.35	\$20.00	
B.	Optional Features:			
	Call Forwarding	\$ 3.99	\$ 7.49	
	Call Waiting	\$ 8.00	\$ 7.49	CR
	Three-Way Calling	\$ 3.99	\$ 7.49	
	Nonpublished Number	\$ 2.99	\$ 5.99	
	Speed Dial	\$ 3.99	\$ 7.49	
	Call Return	\$ 4.49	\$ 7.49	
	Package of three or more of the above features	\$20.00	\$ 7.49	
	Caller ID-Number	\$ 8.95	\$ 7.49	CR
	Caller ID-Name	\$ 8.95	\$ 7.49	CR

Issued: June 28, 2001

Thomas F. Riley, Jr.
Chief Operating Office
Suretel, Inc.
5 N. McCormick
Oklahoma City, Oklahoma 73127

Missouri Public

Effective: July 8, 2001

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Missouri Public Sorvice Commission

5.1 <u>CUSTOMER INFORMATION BULLETIN (Cont.)</u>

Filing a Complaint with the Missouri Public Service Commission

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B.	Optional Features:			c
'RITTEN NOTICE OF RATE DECREASE AND ITS EFFECTIVE DATE FILED ON	Call Forwarding	\$ 3.99	\$ 7.49	nission
118/00	Call Waiting	\$ 3.99	\$ 7.49	, =\\(\) ig
(DATE) PURSUANT TO SECTION 392.500 (1)	Three-Way Calling	\$ 3.99	\$ 7.49	200 63 90 100 100 100
RSMO SUPP. 1925 EFFECTIVE DATE OF RATE DECREASE	Nonpublished Number	\$ 2.99	\$ 5.99	\$ \$\times_{\t
1/18/00	Speed Dial	\$ 3.99	\$ 7.49	Siscing Siscin
(DATE)	Call Return	\$ 4.49	\$ 7.49	S S S
	Package of three or more of the above features	\$20.00	\$ 7.49	en Public
	Caller ID-Number	\$ 7.49	\$ 7.49	a.
	Caller ID-Name	\$ 7.49	\$ 7.49	

Issued: January 11, 2000

Effective: January 18, 2000

CANCELLED TC-2005-0366 October 7, 2005 Missouri Public Service Commission

Missouri Public Service Commission

5.1 <u>CUSTOMER INFORMATION BULLETIN (Cont.)</u>

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Filing a Complaint with the Missouri Public Service Commission

If Suretel, Inc. cannot resolve your complaint, you may call the Missouri Public Service Commission, located at 301 West High Street, 5th Floor, 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.

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5.1.1. <u>Rates and Charges.</u> A Guaranteed Service Customer will be charged applicable Nonrecurring Charges and Monthly Recurring Charges as specified below:

		Monthly Recurring Charges	Nonrecurring <u>Charges</u>
	A. Guaranteed Service Charge:	\$40.00	\$39.00
	B. Optional Features:		
	Call Forwarding	\$ 3.99	\$ 7.49
	Call Waiting	\$ 3.99	\$ 7.49
A 111 A 21 1 22	Three-Way Calling	\$ 3.99	\$ 7.49
CANCELLED	Nonpublished Number	\$ 2.99	\$ <i>5</i> .99
1011 4 0 2000	Speed Dial	\$ 3.99	\$ 7.49
JAN 1 8 2000	Call Return	\$ 4.49	\$ 7.49
By 155 RP 35 Public Service Commission MISSOURI	Package of three or more of the above features	\$20.00	\$ 7.49
MISSOURI	Caller ID-Number	\$ 7.49	\$ 7.49
	Caller ID-Name	\$ 7.49	s Wies our Publique 9 8 - 5 6 8 FLED FEB 0 1 1999

Issued: December 15, 1998

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<u>Missouri Public</u> Sorvice Commission

5.1 CUSTOMER INFORMATION BULLETING (Cont'd)

Rates for Service (Cont'd)

REC'D DEC 1 5 1998

5.1.1. Rates and Charges (Conti'd)

		Monthly Recurring Charges	Nonrecurring Charges
C.	Other Charges:		
	Account transfer to new address	N/A	\$39.99
	Change name/phone number or other information on an account	N/A	\$15.00
	Directory Listing	N/A	N/C
	Return Check Charge	N/A	\$20.00
	Suspended Service Continuation fee	N/A	\$20.00

^{*}If any one or more of these optional features is ordered at the time of initial activation of service, there is no separate nonrecurring charge for such optional feature(s). When one or more of the above optional features is ordered at any time after initial activation of service, only one nonrecurring charge of \$7.49 is charged for each such time of ordering.

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Suretel, Inc. <u>DOES NOT</u> provide operator services or access to local or long distance directory assistance.

TOLL SERVICES ARE BLOCKED

You are ordering Guaranteed Service from Suretel, Inc. Guaranteed Service is a prepaid, switched, intrastate, basic local telecommunications service which permits Customers to establish communications between two locations within the local calling areas in the State of Missouri in which Suretel, Inc. is authorized to offer and provide service.

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

- (i) Place calls within your Local Calling Area;
- (ii) Access 91 I Service if available in your Local Calling Area;
- (iii) Place calls to toll-free "800" or "888" telephone numbers.

Guaranteed 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-) or (00) operator access or services. Calls to telephone numbers used for toll services, caller-paid information services, or operator services will be blocked by the Company.

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Issued: December 15, 1998

P.S.C. MO. No. 1

SURETEL, INC.

TELECOMMUNICATIONS SERVICES



REFUND OF GUARANTEED LOCAL LINE RECURRING CHARGE AND NONRECURRING CHARGES 98

A portion of the Nonrecurring charge and Monthly Recurring Guaranteed Service Charges you paid at the time you signed or authorized your Service Order can be refunded to you if you cancel service anytime within ten (10) business days from that date. The prepaid recurring charges, plus associated taxes, shall be prorated for the actual number of days during which service has been provided with the non-used portion being refunded to you.

Missouri Public Sorvice Commission FILED FEB 0 1 1999

Issued: December 15, 1998

Thomas F. Riley, Jr.
Chief Operating Office
Suretel, Inc.
5 N. McCormick

CANCELLED TC-2005-0366 October 7, 2005 Missouri Public Service Commission