

**MISSOURI INTEREXCHANGE**  
**TELECOMMUNICATIONS SERVICE TARIFF**

OF

**Silv Communication, Inc.**

3460 Wilshire Boulevard, Suite 1103  
Los Angeles, CA 90010

This Tariff ("Tariff") contains the descriptions, regulations, and rates applicable to the provision of competitive interexchange telecommunications services provided by Silv Communication Inc. in the State of Missouri. This Tariff is on file with Missouri Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal offices, 3460 Wilshire Boulevard, Suite 1103, Los Angeles, CA 90010

Silv Communication, Inc. operates as a competitive telecommunications company within the State of Missouri.

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Effective Date: April 4, 2009

Issued By:

SK Golam Ahia  
Silv Communication Inc.  
3460 Wilshire Boulevard, Suite 1103  
Los Angeles, CA 90010  
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**WAIVER OF RULES AND REGULATIONS**

The following Rules and Regulations have been waived for purposes of offering network services as set forth herein:

**Missouri Public Service Commission Rules**

- 4 CSR 240-10.020 - Depreciation and income
- 4 CSR 240-30.040 - Uniform system of accounts

**Missouri Statutes Laws (RSMo)**

- Section 392.210.2 - Establish uniform system of accounts for annual reports
- Section 392.240.1 - Rates – reasonable average return on investment
- Section 392.270 - Property valuation
- Section 392.280 - Depreciation rates
- Section 392.290 - Issuance of securities
- Section 392.300.2 - Acquisition of stock
- Section 392.310 - Issuance of stocks and debt
- Section 392.320 - Stock dividend payment
- Section 392.330 - Issuance of securities, debt, and notes
- Section 392.340 - Reorganization(s)

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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

**EXPLANATION OF SYMBOLS**

- (C) To signify **changed** condition or regulation.
- (D) To signify **discontinued** rate, regulation or condition.
- (I) To signify a change resulting in an **increase** to a Customer's bill.
- (M) To signify that text has been relocated (**moved**) without change.
- (N) To signify a **new** rate, regulation condition or sheet.
- (R) To signify a change resulting in a **reduction** to a Customer's bill.
- (T) To signify a change in **text** but no change to rate or charge.

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**TARIFF FORMAT**

- A. **Sheet Numbering** – Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
  
- B. **Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd 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 sheet in effect. Consult the Check Sheet for the sheet currently in effect.
  
- C. **Paragraph Numbering Sequence** – There are four levels of paragraph coding. Each level of code is subservient to its next higher level:
  - 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.1.

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**APPLICATION OF TARIFF**

This tariff contains the descriptions, regulations and rates applicable to the furnishing of resold intraLATA and interLATA interexchange telecommunications Services within the State of Missouri by Silv Communication Inc.

Company's Services as set forth herein are provided exclusively in conjunction with Company's presubscribed interstate interexchange services, and is not otherwise available.

The rates and regulations contained in this Tariff apply only to the intrastate telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the services provided by a Local Exchange Carrier or other common carrier for use in accessing the Services of Company. This Tariff does not cover any unregulated service offered by Company. Company will offer any unregulated service in accordance with Company's current price list or contract, whichever applies to the particular customer.

Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Missouri Public Service Commission.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS****Agency**

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

**Authorized User**

A person, corporation or other entity who is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

**Automatic Number Identification (“ANI”)**

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

**Business Service**

A service which conforms to one (1) or more of the following criteria:

- A. Used primarily for a paid commercial, professional or institutional activity; or
- B. The service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. The service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. The service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of service, without compensation or reimbursement, for a charitable or civic purpose will not constitute a business use of service unless other criteria apply.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

Called Station

The terminating point of a call (i.e., the called number).

Calling Card

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Central Office

An operating office of the Company where connections are made between telephone exchange lines.

Change

Includes the rearrangement or reclassification of existing service at the same location.

Commission

The Missouri Public Service Commission (“Commission”)

Company

Silv Communication Inc. (“Silv”)

Credit Card

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Disconnect or Disconnection

The termination of a circuit connection between the originating station and the called station or the Company’s operator.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Credit Card**

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

**Customer**

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

**Customer Premises Equipment (“CPE”)**

Equipment provided by the Customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX or other communication system.

**Disconnect or Disconnection**

The termination of a circuit connection between the originating station and the called station or the Company's operator.

**Dual Tone Multi-Frequency (“DTMF”)**

The pulse type employed by tone dial station sets (touch tone).

**Exchange**

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Final Account**

A Customer whose service has been disconnected who has outstanding charges still owed to the Company.

**Flat Rate Service**

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

**Holidays**

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

**Interruption**

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

**LATA**

Local Access and Transport Area. A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

**Resale of Service**

The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without "adding value") for profit.

**Subscriber**

See "Customer" definition.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

Suspension

Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

Toll Call

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

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**SECTION 2 – RULES AND REGULATIONS****2.1. UNDERTAKING OF COMPANY**

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Missouri.
- 2.1.2. Company offers resold telecommunications services to Customers for the direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.4. Request for service under this tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.
- 2.1.5. In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 2.1.6. Service may be terminated pursuant to the provisions of applicable Commission regulations.
- 2.1.7. This Tariff shall be interpreted and governed by the laws of the State of Missouri regardless of its choice of laws provision.

**2.2. LIMITATIONS**

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or service and subject to the provisions of this tariff.
- 2.2.2. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.

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**SECTION 2 – RULES AND REGULATIONS, Continued****2.2. LIMITATIONS, Continued**

- 2.2.3. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.4. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.2.5. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until this indebtedness is satisfied.

**2.3. USE**

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which it is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

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**SECTION 2 – RULES AND REGULATIONS, Continued****2.3. USE, Continued**

- 2.3.5. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.6. Service will not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass the called party.
- 2.3.7. Service will not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.3.8. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

**2.4. LIABILITIES OF THE COMPANY**

- 2.4.1. The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. For the purpose of computing such amount a month is considered to have thirty (30) days. In no event will the Company be responsible for consequential damages for lost profits suffered by a customer or end user as the result of interrupted or unsatisfactory service.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3. Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
  - B. Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of the Customer; and
  - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.4. Company is not liable for any defacement of, or damage to, the equipment or premises of a customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.
- 2.4.5. Company shall not be liable for, and the Customer indemnifies and holds harmless from, any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, instituted or asserted by the Customer or by any other party of person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.6. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed agents or employees of the Company without written authorization.
- 2.4.7. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature: storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, Commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of the Company’s agents and employees, if committed beyond the scope of their employment.
- 2.4.8. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the company for the call giving rise to such dispute or claim, as set forth in Section 2.11.6, below.
- 2.4.9. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer’s communications equipment includes, but is not limited to, the placement of calls from the Customer’s premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company’s network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.10. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps, including obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as the Customer's agent, to the Company's network.
- 2.4.11. In the absence of gross negligence or willful misconduct, no liability for damages arising from errors, mistakes in or omissions of directory listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, will attach to the Company.
- 2.4.12. The Company's liability arising from errors or omissions in directory listings will be limited to the amount of actual impairment to the Customer's service and in no event will exceed one-half (1/2) 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.
- 2.4.13. As part of providing any private listing or semi-private listing services, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. The Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.
- 2.4.14. The Company will 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 will not be liable for any delays in commencing service to any Customer.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.5. EQUIPMENT AND FACILITIES**

2.5.1. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this tariff, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this tariff. Beyond this responsibility, the Company will not be responsible for:

- A. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- B. The reception of signals by Customer-provided equipment; or
- C. Network control signaling when performed by Customer-provided network control signaling equipment.

2.5.2. At the request of the Customer, installation or maintenance may be performed outside of the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by the Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

**2.6. CUSTOMER RESPONSIBILITIES**

2.6.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.

2.6.2. The Customer is responsible for compliance with applicable regulations set forth in this tariff.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.6. CUSTOMER RESPONSIBILITIES, Continued**

2.6.3. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.

**2.7. INTERRUPTION OF SERVICE**

2.7.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4, herein. It shall be the obligation of the customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.

2.7.2. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service since the Customer has the option of using the long distance network via local exchange company access.

2.7.3. For purposes of credit computation for service, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours.

2.7.4. The subscriber shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula:  $Credit - (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.8. RESTORATION OF SERVICE**

- 2.8.1. The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.
- 2.8.2. When a Customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service.

**2.9. MINIMUM SERVICE PERIOD**

- 2.9.1. The minimum service period is one month (30 days). The Customer must pay the regular listed rate for the service they subscribe to for the minimum period of service. If a Customer disconnects service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.
- 2.9.2. If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.
- 2.9.3. If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.10. ACCESS TO CUSTOMER'S PREMISES**

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

**2.11. PAYMENTS AND BILLING**

- 2.11.1. During the first billing period in which a customer receives service, a customer will receive a bill insert or other written notice that contains an itemized account of the charges for the equipment and service for which the customer has contracted. This notice is in addition to the notice required in 4 CSR 240-33.045.
- 2.11.2. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer on not less than thirty (30) days' notice.
- 2.11.3. The Customer is responsible for the payment of all charges for services furnished to the customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.11.4. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, or the maximum allowable under state law and may be subject to additional collection agency fees.
- 2.11.5. Return check charges of \$20.00 may be applied in the event of a financial institution's return of a Customer's check.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

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**2.11. PAYMENTS AND BILLING, Continued**

- 2.11.6. The Company's billing invoices will be considered correct and binding upon the Customer if no notice is received from the Customer within forty five (45) days of the date of the invoice. (Billing inquiries may be made in writing, in person, or via telephone.) Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate. Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice.
- 2.11.7. Billing disputes should be addressed to Company's Customer service organization via the Company's toll-free telephone number, 888.723.2199. Customer service representatives are available from 9:00 a.m. to 5:00 p.m. Pacific Time. Messages may be left for Customer services from 5:01 p.m. to 8:59 a.m. Pacific Time, which will be responded to on the next business day.
- 2.11.8. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- A. First, the customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
  - B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, Customers who are not satisfied with the Company's handling of a dispute may contact the Commission at the following address and telephone number:

Missouri Public Service Commission  
Governor Office Building  
200 Madison Street  
PO Box 360  
Jefferson City, MO 65102-0360  
PSC Main Line: 1.573.751.3234  
Main Toll Free: 1.800.392.4211  
Utility Consumer Hotline: 1.800.392.4211

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.12. CANCELLATION BY CUSTOMER**

- 2.12.1. Business Customers may cancel Service by providing written notice to Company at least thirty (30) days prior to cancellation. Residential Customers may cancel Service by providing written or oral notice to Company at least five (5) days prior to cancellation. Customers may cancel Service by subscribing to another presubscribed interexchange carrier.
- 2.12.2. Customer is responsible for usage charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.
- 2.12.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
  - A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
  - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
  - C. If based on an order for service and construction has either begun or has been completed, but no service provided.
- 2.12.4. The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier including legal and accounting expenses. Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.13. CANCELLATION BY COMPANY**

- 2.13.1. Company reserves the right to immediately discontinue furnishing the service to Customers:
- A. In the event of a condition determined to be hazardous to the Customer, to other Customers of the utility, to the utilities equipment, to the public or to employees of the utility; or
  - B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
  - C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
  - D. For unlawful use of the service or use of the service for unlawful purposes; or
  - E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.
- 2.13.2. Company may discontinue service according to the following conditions upon fifteen (15) days written notice via first-class U.S. mail, followed by a second written notice five (5) days prior to discontinuance of service, under the following circumstances and pursuant to the procedures set forth in 4 CSR 240-33.070:
- A. For violation of Company's filed tariff.
  - B. For the non-payment of any proper charge as provided by Company's tariff in accordance with the terms of a deferred payment agreement.
  - C. For Customer's breach of the contract for service between the utility and Customer.
  - D. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.13. CANCELLATION BY COMPANY, Continued**

- 2.13.3. Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:
- 2.13.3.1. The use of facilities or service of the Company without payment of tariff charges; or
  - 2.13.3.2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons; or
  - 2.13.3.3. The use of profane or obscene language; or
  - 2.13.3.4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls.
- 2.13.4. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.
- 2.13.5. The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.13. CANCELLATION BY COMPANY, Continued**

2.13.6. The Company may discontinue service without notice in the event of:

2.13.6.1. Customer use of equipment in such a manner as to adversely affect the Company's service to others. Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filling a formal complaint with the Commission.

2.13.6.2. Customer's tampering with the equipment or services owned by the Company or its agents. Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filling a formal complaint with the Commission.

2.13.6.3. Customer's unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use. Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filling a formal complaint with the Commission.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.14.      ADVANCED PAYMENTS AND DEPOSITS**

The Company does not require from any Customer a minimum cash deposit or other guaranty to secure payment of bills.

**2.15      INTERCONNECTION**

- 2.15.1.    The Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with the Company. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service and the signals emitted into the Company's network are of the proper mode, band-width, power, data speed and signal level for the intended use of the Customer. If the Customer or its agent fails to properly maintain and operate its equipment and/or system of that of its agent, the Company may, upon written request, require the use of protective equipment at the Customer's expense.
- 2.15.2.    Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.15.3.    Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.16. FULL FORCE AND EFFECT**

Should any provision or portion of this tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this tariff will remain in full force and effect.

**2.17. CREDIT LIMIT**

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of services for any monthly period.

**2.18. MISSOURI UNIVERSAL SERVICE FUND**

2.18.1. Company will place on each retail end-user customer's bill a surcharge equal to the Missouri Universal Service fund percentage assessment ordered by the Commission.

2.18.2. The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund"

2.18.3. The surcharge percentage will be applied to the total of each customer's charges for intrastate regulated telecommunications services that meet the definition of net jurisdictional revenues at 4 CSR 240-31.010(12).

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**SECTION 3 – DESCRIPTION OF SERVICES****3.1. INTEREXCHANGE TELECOMMUNICATIONS SERVICES**

3.1.1. Company offers a switched access, Outbound (1 + dialing) InterLATA and IntraLATA service which allows a Customer to establish a communications path between two stations by using uniform dialing plans. Calls are routed over the Company's underlying carrier network and Company switching facilities. Calls are billed in increments with minimum billing increments unless otherwise specified. Fractional billed amounts are rounded up to the next whole cent.

**3.2. APPLICATION OF RATES****3.1.1. Timing of Calls**

3.1.1.1. The Customer's usage charge is based on the actual usage of Company's Service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer and termination is determined by hardware supervision in which the distant local telephone company sends or ends an supervision signal to Company's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.

3.1.1.2. Unless otherwise stated in this Tariff, the minimum call duration for billing purposes is one minute with one minute billing increments thereafter.

3.1.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.

3.1.1.4. There is no billing for incomplete calls.

**3.1.2. Service Areas**

3.1.2.1. Unless otherwise specified in this tariff, Company's interexchange Service area is statewide.

3.1.2.2. Company's description of service area in no way compels Company to provide any Service in an area where facilities or other extenuating factors limit Company's ability to provide Service.

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**SECTION 3 - SERVICES**

**3.2 PROMOTIONAL OFFERINGS**

Company will provide tariff notification to the Commission no less than (7) days prior to the beginning of each promotion identifying the promotion, the exchange(s) within which the promotion will be offered, and the start and end dates of the promotion. Company will offer all promotions in a non-discriminatory manner.

**3.3. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

Pursuant to Section 392.200.8 RSMO. Customer-specific ICB pricing is authorized for: (1) dedicated, nonswitched, private line, and special access services, (2) central office based switching systems which substitute for customer premise, private branch exchange (PBX) services and (3) any retail business service.

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**SECTION 4 – RATES AND CHARGES**

**4.1. INTEREXCHANGE SERVICE CHARGES**

Monthly service charges apply exclusively to Switched Access Services

**4.1.1. Switched Access Service - InterLATA**

Initial 30 seconds	\$0.045
Each additional 30 seconds	\$0.045

**4.1.2. Switched Access Service - IntraLATA**

Initial 30 seconds	\$0.110
Each additional 30 seconds	\$0.110

**4.1.3. Unlimited Plan**

Customers receive unlimited intrastate, interstate, and Canada calls under a single recurring monthly charge per line.

Unlimited Plan, initial line, per month	\$29.95
Unlimited Plan, each additional line, per month	\$24.95

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**SECTION 4 – RATES**

**4.2. MISCELLANEOUS FEES AND SURCHARGES**

**4.2.1. Monthly Service Fee**

Service Fee, Per Account, Per Month \$4.99

**4.2.2. Primary Interexchange Carrier Change Charge**

Charge, per change \$5.95

**4.2.3. Late Payment Penalty**

Bills not paid within thirty (30) days after the date of posting are subject to a payment charge of 1.5% on the unpaid balance, and may be subject to additional collection agency fees.

**4.2.4. Returned Check Charge**

A charge of \$20.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

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