o ecelyen

MISSOURI TELECOMMUNICATIONS TARIFF

JUN 9 1997

Max-Tel Communications, Inc.

MISSOURI - : - - Service Commissio

This tariff contains the descriptions, regulations, and rates applicable to the resale of prepaid basic local telecommunications services offered by Max-Tel Communications, Inc. (Max-Tel) within the State of Missouri. The Company has principal offices at 102 W. Franklin, Alvord, TX 76225, telephone number (800) 583-2289. This tariff is on file with the Missouri Public Service Commission ("Commission") and a copy also may be inspected during business hours at the Company's principal place of business. The Missouri Public Service Commission in its Order in Case No. TA-97-342 has classified Max-Tel and its telecommunications services offered as competitive and has waived the following statutes and regulations:

STATUTES

Section 392.210.2	uniform system of accounts
Section 392.270	valuation of property (ratemaking)
Section 392.280	depreciation accounts
Section 392.290.1	issuance of securities
Section 392.300.2	acquisition of stock
Section 392.310	stock and debt issuance
Section 392.320	stock dividend payment
Section 392.330	issuance of securities, debt and notes
Section 392.340	reorganizations

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

Issued: June 9, 1997

By: Mark Maxey President Max-Tel Communications, Inc. 102 W. Franklin Alvord, TX 76225 Effective: December 5, 1997

97.53,42



Missouri Public Service Commission

1997

TABLE OF CONTENTS SOURI	
TITLE PAGE - Ce Con	imissic
TABLE OF CONTENTS	. 2
EXPLANATION OF SYMBOLS	. 3
TARIFF FORMAT	. 4
SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS	. 5
SECTION 2 - RULES AND REGULATIONS	. 6
2.1 - APPLICATION OF TARIFF	6
2.2 - UNDERTAKING OF MAX-TEL COMMUNICATIONS, INC	7
2.3 - LIMITATIONS	. 8
2.4 - USE	8
2.5 - LIABILITIES OF THE COMPANY	. 9
2.6 - OBLIGATIONS OF THE CUSTOMER	I 1
2.7 - INTERRUPTION OF SERVICE	. 11
2.8 - RESTORATION OF SERVICE	
2.9 - PAYMENTS AND BILLING	. 13
2.10 - CANCELLATION BY CUSTOMER	. 14
2.11 - CANCELLATION BY COMPANY	
2.12 - INTERCONNECTION	16
SECTION 3 - DESCRIPTION OF SERVICE	16
3.1 - SERVICES OFFERED	. 16
3.2 - SERVICES NOT PROVIDED	
3.3 - EXCHANGES SERVED	. 19
SECTION 4 - RATES AND CHARGES	20
4.1 - BASIC LOCAL SERVICE	20
4.2 - INITIATION FEE	. 20
4.3 - PROMOTIONS	21
4.4 - DEPOSITS	21
4.5 - TAXES/SURCHARGES	
4.6 - RECONNECTION OF SUSPENDED SERVICE	21
4.7 - RESIDENTIAL CUSTOMER RIGHTS AND RESPONSIBILITIES	21

Issued: June 9, 1997

By: Mark Maxey President Max-Tel Communications, Inc. 102 W. Franklin Alvord, TX 76225 Effective: December 5, 1997



MoPSC No. 1 Original Sheet No. 3 E 以 E ①

JUN 9 1997

EXPLANATION OF SYMBOLS

MISSOURI

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

- C To signify changed regulation
- D Delete or discontinue
- 1 Change resulting in an increase to a customer's bill
- M Moved from another tariff location
- N New
- R Change resulting in a decrease to a customer's bill
- T Change in text of regulation but no change in rate or charge

Issued: June 9, 1997

By: Mark Maxey President Max-Tel Communications, Inc. 102 W. Franklin Alvord, TX 76225 Effective: December 5, 1997

71361

9 7 - 3 4 2



TD-2005-0240 Missouri Public Service Commission

MoPSC No. 1 Original Sheet No. 4

PECSIVED

บบN 9 **1997**

TARIFF FORMAT

MISSOURI . Bervic**e Commiss**io

- 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 sheet 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 tariff sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. <u>Paragraph Numbering Sequence</u> There are nine (9) levels of paragraph coding. Each level of coding is subservient to its next higher level:

2. 2.1.A 2.1.A.(1). 2.1.A.(1).a. 2.1.A.(1).a.I. 2.1.A.(1).a.I.(A). 2.1.A.(1).a.I.(A).i 2.1.A.(1).a.I.(A).i

Issued: June 9, 1997

By: Mark Maxey President Max-Tel Communications, Inc. 102 W. Franklin Alvord, TX 76225 Effective: December 5, 1997

9.7 - 3.4.2

POBE2

MoPSC No. 1 Original Sheet No. 5 ₽ECELVED

JUN 9 1997

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

MISSOURI مانودان Sarvice Commissio

Billed Party - The person or entity responsible for payment of Max-Tel's service. The Billed Party is the Customer in whose name service is registered with Max-Tel Communications, Inc.

Called Station - The terminating point of a call.

Calling Station - The originating point of a call.

Carrier - The facilities-based telecommunications provider whose services are being resold to the Customer by the Company.

Commission - The Missouri Public Service Commission.

Company - Max-Tel Communications, Inc.

Customer - The person who orders or uses service and is responsible for payment of charges and compliance with tariff regulations.

Local Calling Scope - Includes the Metropolitan Calling Area (MCA) mandatory calling scope of the incumbent local exchange company but does not include tiers designated as optional.

Suspension - The first 14 days when service is blocked from customer use prior to termination of service.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, or any other form of intelligence.

Termination - Complete disconnection of service.

User - A customer, or any person or entity which makes use of services provided to a Customer under this Tariff.

Issued: June 9, 1997

By: Mark Maxey President Max-Tel Communications, Inc. 102 W. Franklin Alvord, TX 76225 Effective: December 5, 1997

FISE

975342



TD-2005-0240 Missouri Public Service Commission

MoPSC No. 1 Original Sheet No. 6 常覧に関係的

SECTION 2 - RULES AND REGULATIONS

JUN 9 1997

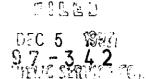
2.1 APPLICATION OF TARIFF

MISSOURI ---- Service Commissic

- 2.1.A This tariff contains the Rates, Rules and Regulations governing the resale of prepaid basic local telecommunications service by Max-Tel in those exchanges of incumbent local exchange companies in the State of Missouri specified in this tariff.
- 2.1.B The telecommunications services of Max-Tel are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services. However, services under this tariff are conditioned upon the continued availability of the various services provided to Max-Tel by its underlying carriers.
- 2.1.C The rates and regulations contained in this tariff apply only to services provided through Max-Tel's underlying contracted carrier, and do not apply, unless otherwise specified, to the lines, facilities, or other services provided by any other local exchange telephone company or other common carrier for use in accessing the services of Max-Tel.
- 2.1.D Where not specifically stated otherwise herein, Max-Tel concurs in the conditions, limitations and restrictions applying to and governing services offered by Southwestern Bell Telephone Company in its local and general exchange tariffs on file with and approved by the Public Service Commission of the State of Missouri and in anyamendments or revisions thereto as authorized by the Missouri Public Service Commission or applicable law.
- 2.1.E Applications for initial or additional service made by the customer to Max-Tel, either verbally or in writing, upon acceptance by Max-Tel and the establishment of the service or facility, shall become a contractual obligation subject to the provisions of this tariff and applicable Commission rules.

Issued: June 9, 1997

By: Mark Maxey President Max-Tel Communications, Inc. 102 W. Franklin Alvord, TX 76225 Effective: December 5, 1997





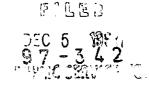
2.2 UNDERTAKING OF MAX-TEL COMMUNICATIONS, INC.

MISSOURI Public Servi**ce Commiss**ic

- 2.2.A Max-Tel undertakes to provide telecommunications services to customers for their lawful and direct transmission and reception of voice, data, and other types of communications in accordance with the terms and conditions set forth in this tariff.
- 2.2.B All service is subject to the availability of necessary and suitable facilities and to the provisions of this tariff. Max-Tel or its designee may act as the customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the customer, to allow connection of a customer's location to a service provided by Max-Tel. The customer shall be responsible for all charges due for such service arrangement, and shall pay for such service arrangement in advance.
- 2.2.D Max-Tel shall not be responsible for any construction, installation, operation or maintenance of any customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of Max-Tel shall be limited to furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner.
- 2.2.E Max-Tel assumes no liability with respect to the construction, operation, or maintenance of customer-provided station equipment at the customer's premises, excepting such liability directly due to the negligence of Max-Tel employees or agents.
- 2.2.F The underlying carrier may, upon notification of the customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements of this tariff are being complied with in the installation, operation, and maintenance of customer provided equipment and in the wiring of the connection of customer channels to carrier-owned facilities.
- 2.2.G Max-Tel may take such action as necessary to protect its operations, personnel, and services, and will promptly notify the customer by registered mail in writing of the need for protective action. In the event that the customer failed to advise Max-Tel within ten (10) days after such notice that corrective action has been taken, Max-Tel may take whatever additional action is deemed necessary, including the suspension of service, to protect its operations, personnel, and services from harm.

Issued: June 9, 1997

By: Mark Maxey President Max-Tel Communications, Inc. 102 W. Franklin Alvord, TX 76225 Effective: December 5, 1997





MoPSC No. 1 Original Sheet No. 8JUN 9 1997

> MISSOUR: Public Service Commiss o

2.2.H Max-Tel is obligated to supply the E-911 service provider in the customer's exchange with information necessary to update the E-911 database at the time Max-Tel submits customer orders to the underlying local exchange carrier whose service is being resold pursuant to these tariffs.

At the time Max-Tel provides local basic service to a customer by means of Max-Tel's own cable pair, or over any other exclusively owned facility, Max-Tel 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. Max-Tel will be obligated to provide facilities to route calls from the end users to the proper PSAP.

Max-Tel recognizes the authority of the E-911 customer to establish service specifications and grant full approval or denial of service configurations offered by Max-Tel.

Max-Tel Communications, Inc. will bill for all required 911 monthly surcharges as a separate line item on the customers bill and will remit all 911 surcharge revenue to the appropriate governmental entity pursuant to Section 190.310 RSMo 1994 and any amendments thereto.

2.3 LIMITATIONS

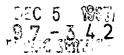
- 2.3.A Max-Tel does not undertake to transmit messages, but mediates the use of its underlying carriers' facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.B Prior written permission from Max-Tel is required before any assignment 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.
- 2.3.C Max-Tel reserves the right to disconnect service without incurring liability when necessitated by conditions beyond Max-Tel's control or if otherwise permitted by applicable Commission rules.

Issued: June 9, 1997

By: Mark Maxey President Max-Tel Communications, Inc. 102 W. Franklin Alvord, TX 76225

Effective: December 5, 1997

FILED





MoPSC No. 1 Original Sheet No. 9

RECEIVED

2.4 USE

JUN 9 1997

- 2.4.A Services may be used for the lawful transmission of communications by the customer with the provisions of this tariff.
- 2.4.B Service may not be used for any unlawful purpose. The use of Max-Tel's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.4.C The use of Max-Tel's services without payment for service, as well as any attempt to avoid payment for service by fraudulent means, devices, or schemes, false or invalid numbers, or false calling or credit cards, or other fraudulent means, is prohibited.
- 2.4.D Max-Tel's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.4.E The customer shall be responsible to Max-Tel for payment of all charges for services used by others, with or without the customer's knowledge, and is responsible for notifying Max-Tel immediately of any unauthorized use of services.

2.5 LIABILITIES OF THE COMPANY

2.5.A Max-Tel shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to: acts of God, fires, flood or other catastrophes; any law, order, regulation, directive, action, or request of the United States Government or any other government, including state and local governments having jurisdiction over Max-Tel, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of said governments or of any civil or military authority; national emergencies; insurrections; riots; wars; or labor difficulties.

Issued: June 9, 1997

By: Mark Maxey President Max-Tel Communications, Inc. 102 W. Franklin Alvord, TX 76225 Effective: December 5, 1997

risai

575 3822



MoPSC No. 1 Original Sheet No. 10 JUN 9 1997

> MISSOURI Public Service Commuse

- 2.5.B Max-Tel shall not be liable for any act or omission of any other entity furnishing to the customer facilities, equipment, or services used with Max-Tel's services. Max-Tel shall not be liable for any damages or losses due to the failure of customer-provided equipment, facilities, or services. Max-Tel is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of connecting, concurring, or other participating carriers or companies shall be deemed to be agents or employees of Max-Tel, without written authorization.
- 2.5.C Max-Tel shall not be liable for and customer shall indemnify and hold Company harmless from any and all losses, claims, demands, suits, or other action or liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any other party or persons, for any personal injury to, or 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, wiring, or services provided by Max-Tel or underlying carrier where such installation, operation, failure to operate, maintenance, condition, location, or use is not the direct result of Max-Tel's negligence.
- 2.5.D The liability of Max-Tel for mistakes, omissions, interruptions, delays, errors, or defects in transmission shall not exceed an amount equivalent to the proportionate monthly recurring charge to the customer for the period of service during which these events occur. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours. For purposes of determining service credits, a month shall be deemed to have seven-hundred twenty (720) hours. Any credits will be set off against charges billed during the next month.
- 2.5.E In addition to and not in limitation of all other provisions in this paragraph 2.5 with respect to customer indemnification of Max-Tel, Max-Tel shall be indemnified and held harmless by the customer against:

Issued: June 9, 1997

By: Mark Maxey President Max-Tel Communications, Inc. 102 W. Franklin Alvord, TX 76225 Effective: December 5, 1997

DEC 5 18(1) 97-342 Truc servicino

MISSOURI

- (1) 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 via Max-Tel's services.
- (2) Claims for patent infringement arising from combining or connecting carrier's facilities with apparatus and systems of the customer; and
- (3) All other claims arising out of any act or omission of the customer in connection with any service provided by Max-Tel.
- (4) In the event that the Max-Tel's underlying carrier(s) no longer provide Max-Tel with services necessary for it to provide the services offered herein, Max-Tel will refund the customer on a pro rated basis for the remaining time of service for the same month.
- 2.5.F Subject to the provisions of 4 CSR 33.080(1), Max-Tel shall not be liable for damages or adjustment, refund, or cancellation of charges unless the customer has notified Max-Tel either verbally, in person or in writing, of any dispute concerning charges, or the basis of any claim for damages, within a reasonable period of time after the invoice is rendered or debit is effected by Max-Tel for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide Max-Tel with a reasonable basis upon which to evaluate the customer's claim or demands. If notice of a dispute concerning the charges is not received within a reasonable period of time after the invoice is rendered or a debit is effected, such invoice shall be deemed to be correct, accepted, and binding upon the customer.

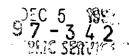
2.6 OBLIGATIONS OF THE CUSTOMER

- 2.6.A The customer shall provide the personnel, power, and space required to operate all facilities and associated equipment installed on the premises of the customer.
- 2.6.B The customer shall be responsible for providing Max-Tel's underlying carrier personnel access to premises of the customer at any reasonable hour for the purpose of testing the facilities or equipment of the carrier.

Issued: June 9, 1997

By: Mark Maxey President Max-Tel Communications, Inc. 102 W. Franklin Alvord, TX 76225 Effective: December 5, 1997

e e e e





TD-2005-0240 Missouri Public Service Commission

PECSION W

MoPSC No. 1 Original Sheet No. 12UN 9 1997

MISSOURI

- 2.6.C The customer will be liable for damages to the facilities of the underlying carrier caused by negligence or willful acts of any officers, employees, agents, or contractors of the customer.
- 2.6.D The customer is responsible for pre-payment of all charges for services to be rendered by Max-Tel. Customer may authorize others to use the services provided by Max-Tel, but customer remains responsible to Max-Tel for payment of all charges for services used by others, with or without the customer's knowledge. Customer is responsible for notifying Max-Tel immediately of any unauthorized use or service.

2.7 INTERRUPTION OF SERVICE

For the interruption of service which lasts more than two hours in continuous duration, and which is not due to Max-Tel's testing or adjusting, to the negligent or willful acts of the customer, or to the failure of channels and/or equipment provided by the customer, the customer is eligible for a service credit. It shall be the obligation of the customer to notify Max-Tel of any interruptions of service for which a credit allowance is desired. Before notifying Max-Tel of any service interruption, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer, not within the customer's control, and/or is not in the wiring or equipment, if any, furnished by the customer and connected to Max-Tel's facilities. For purposes of calculating the service credit under this provision, every month shall be considered to have seven hundred twenty (720) hours, and the applicable credit shall be calculated according to the following formula:

Credit = $A/720 \times B$

A = outage time in hours

B = total monthly charge for affected facility

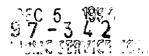
2.8 RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with rules prescribed by the Commission.

Issued: June 9, 1997

By: Mark Maxey President Max-Tel Communications, Inc. 102 W. Franklin Alvord, TX 76225 Effective: December 5, 1997

79<u>866</u>7



2.9 PAYMENTS AND BILLING

2.9.A Service is offered on a prepaid basis only and is provided on a monthly basis billed in advance. The minimum service period is one month, except for customer's second invoice, which will be pro-rated for the portion of the month in which service was initiated that customer received services, calculated according to the following formula:

Second invoice amount = $A \times B/C$

RECEIVED

A = number of days of service received by customer

JUN 9 1997

B = flat monthly charge for services

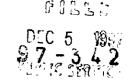
C = number of days in calendar month in which service was initiated MISSOURI

Service Commission

- 2.9.B The customer is responsible for the payment of all charges for services furnished by Max-Tel. Usage charges are based on a calendar month and are billed in advance on the 7th day of the previous calendar month.
- 2.9.C Bills are due and payable upon the first of the month after issuance. If payment is not received Max-Tel within six (6) days shall notify the customer by written notice sent by first class mail that the customer's account has become delinquent and that service shall be discontinued in seven (7) days from the date the notice was sent. Such notice shall contain the information specified in Section 2.11.B and C of this tariff. Max-Tel will contact the customer by telephone to notify the customer at least twenty-four (24) hours prior to discontinuing service.
- 2.9.D Bills are payable by valid personal check, cash, credit card, cashier's check, money order, or electronic funds transfer.
- 2.9.E Max-Tel Communications, Inc. may appoint an agent to provide billing and collection service.
- 2.9.F Customer questions, complaints, and disputes regarding billing or service provided by Max-Tel Communications, Inc. may be referred to Max-Tel's customer service department in writing at 102 W. Franklin, PO Box 280, Alvord, TX 76225, by facsimile at 1-800-583-9834, or by telephone at 1-800-583-2289.

Issued: June 9, 1997

By: Mark Maxey President Max-Tel Communications, Inc. 102 W. Franklin Alvord, TX 76225 Effective: December 5, 1997





MoPSC No. 1
Original Sheet No. 14) 1997

MISSOURI

2.10 CANCELLATION BY CUSTOMER

2.10.A The minimum service period after the initiation of service is one calendar month. Customers may cancel by providing written or verbal notice during the last calendar month of service. The Customer shall remain liable for any charges incurred prior to the time that such cancellation becomes effective.

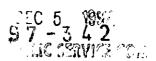
2.11 CANCELLATION BY COMPANY

- 2.11.A Without incurring liability, the Company may discontinue service to a customer or to a particular customer location, or may withhold the provision of ordered or contracted services for:
 - (1) nonpayment of an undisputed delinquent charge;
 - (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;
 - (3) failure to substantially comply with the terms of the customer's settlement agreement;
 - (4) refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment;
 - (5) material misrepresentation of identity in obtaining telephone service; or
 - (6) as provided by state or federal law.
- 2.11.B Seven (7) days prior to discontinuing a customer's service, Max-Tel will notify the customer in writing sent by first class mail that service will be discontinued. Said written notice shall contain the following information:

Issued: June 9, 1997

By: Mark Maxey President Max-Tel Communications, Inc. 102 W. Franklin Alvord, TX 76225 Effective: December 5, 1997

61235



MoPSC No. 1 Original Sheet No. 15

PECEIVED

(1) the name and address and the customer's telephone number;

JUN 9 1997

- (2) a statement for the reason of discontinuance and the cost for reconnection; MSSOURI
- (3) the date after which service will be discontinued unless appropriate action is taken;
- (4) how the customer may avoid the discontinuance;
- (5) the customer's right to enter into a settlement agreement if the claim is for a charge not in dispute and the customer is unable to pay the charge in full;
- (6) the telephone number for the company where the customer may make an inquiry;
- (7) a statement that this notice will not be effective if the charges involved are part of an unresolved dispute; and
- (8) a statement which indicates that Max-Tel will postpone the discontinuance for a time not in excess of twenty-one (21) days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the service is provided and where such person is under the care of a physician. Any person who alleges such an emergency shall, if required, provide Max-Tel with reasonable evidence of such necessity.
- 2.11.C When a customer is unable to pay a charge in full when due, Max-Tel shall permit the customer to enter into an initial settlement agreement under which the charge may be paid as mutually agreed to by both Max-Tel and the customer. A copy of any such settlement agreement shall be delivered by mail to the customer upon the customer's request. Matters resolved by a settlement agreement shall not constitute a basis for discontinuance of service as long as the terms of the settlement agreement are followed by the customer.
- 2.11.D Max-Tel concurs in the tariffs approved by the Commission for Southwestern Bell Telephone Company with regard to the definitions and procedures utilized by Southwestern Bell Telephone Company for suspension and disconnection of service. Consistent with Commission rules, service may be disconnected during normal business hours on or after the date specified in the notice of disconnection. Service shall not be disconnected on a day when the offices of Max-Tel are not available to facilitate reconnection of service or on a day immediately preceeding such day.

Issued: June 9, 1997

By: Mark Maxey President Max-Tel Communications, Inc. 102 W. Franklin Alvord, TX 76225 Effective: December 5, 1997

21881

97 - 3 4 2



Service Commission

MoPSC NO € € € ₩ € D Original Sheet No. 16

JUN 9 1997

2.12 INTERCONNECTION

MISSOURI Fratility Service Commission

- 2.12.A Services furnished by Max-Tel may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Max-Tel or said carrier. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Max-Tel and other participating carriers shall be provided at the customer's expense.
- 2.12.B Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. Max-Tel is responsible for taking all necessary legal steps for interconnecting customer provided terminal equipment or communications equipment with Max-Tel's facilities. Max-Tel shall secure all licenses, permits, rights-of-way, and other arrangements necessary for interconnection.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 SERVICES OFFERED

3.1.A Max-Tel provides resold, prepaid basic two-way switched voice service within a local calling scope of the incumbent local exchange companies specified in this tariff.

3.1.B Max-Tel offers:

- (1) Call Waiting a service which alerts the customer with a special tone alerting the customer that an incoming call is waiting.
- (2) Call Return allows the customer to call back the last number called, even if the customer does not know the number or who called. If the line is busy, Call Return keeps trying for up to 30 minutes. When the line is free, Call Return signals the customer with a special ring and places the call.

Issued: June 9, 1997

By: Mark Maxey
President
Max-Tel Communications, Inc.
102 W. Franklin
Alvord, TX 76225

Effective: December 5, 1997

ថ្នៃស្លា

DEC 5 3 4 2



MAX-TEL COMMUNICATIONS, INC.

MoPSC No. 1 First Revised Sheet No. 17 Replacing Original Sheet No. 17

(3). Caller ID -Line blocking for the delivery of the calling name and/or order Cornmission number is available upon request, at no charge, to the following entities and their employees/volunteers, for lines over which the official business of the FCD AUG 1 4 2000 agency is conducted including those at the residences of employees/volunteers, where an executive officer of the agency registers with the Company a need for a blocking: (a) private, nonprofit, tax-exempt, domestic violence intervention agencies and (b) federal, state, and local law enforcement agencies. Line blocking customers can unblock their calling name and/or number 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 their Touch-Tone pad or 1167 from a rotary telephone), 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 name and/or number will not be transmitted across the line to the called party. Instead, Caller ID customers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID customer that the calling party has elected to block the delivery of their name and telephone.

- (4). Call Block rejects calls from specific numbers. The last number that called the customer can be put on a list to prevent that number from reaching the customer again. Calls from numbers on the customer's list hear a recorded message saying they are not accepting calls and the telephone does not ring on the receiving end.
- (5). Auto Redial calls back the last number the customer called, whether they received a busy signal or need to re-contact the person. If the line is busy, Auto Redial keeps trying for up to 30 minutes. When the line is free, Auto Redial signals with a special ring and places the call.
- (6). Call Forwarding sends all calls to another number.
- (7). Selective Call Forwarding sends calls from selected numbers to (N) another number. (N)
- (8). Priority Call identifies important callers with a distinctive ring or tone. When the customer receives calls from one of the pre-selected numbers, the phone will signal with a special ring (short-long-short).

Issued: August 14, 2000

By: Mark Maxey President Max-tel Communication, Inc. 105 N. Wickham Alvord, TX 76225 Effective: September 14,2000

Missouri Public Service Commission

FILE EP 14 2000

(3)

MISSOURI

Caller ID - Line blocking for the delivery of the calling name and/or number is available upon request, at no charge, to the following entities and their employees/volunteers, 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 with the Company a need for blocking:

(a) private, nonprofit, tax-exempt, domestic violence intervention agencies and (b) federal, state, and local law enforcement agencies. Line blocking customers can unblock their calling name and/or number information on a per call basis, at no charge, by dialing and 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 their Touch-Tone pad or 1167 from a rotary phone) immediately prior to placing a call.

If the calling party activates blocking, the name and/or number will not be transmitted across the line to the called party. Instead, Caller ID customers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID customer that the calling party has elected to block the delivery of their name and telephone.

- (4) Call Block rejects calls from specific numbers. The last number that called the customer can be put on a list to prevent that number from reaching the customer again. Calls form numbers on the customer's list hear a recorded message that they are not accepting calls and the telephone does not ring on the receiving end.
- (5) Auto Redial calls back the last number the customer called, whether they received a busy signal or a need to re-contact the person. If the line is busy, Auto Redial keeps trying for up to 30 minutes. When the line is free, Auto Redial signals with a special ring and places the call.
- (6) Call Forwarding sends all calls to another number.
- (7) Priority Call identifies important callers with a distinctive ring or tone. When the customer receives calls form one of the pre-selected numbers, the phone will signal with a special ring (short-long-short).

Issued: June 9, 1997

By: Mark Maxey President Max-Tel Communications, Inc. 102 W. Franklin Alvord, TX 76225 Effective: December 5, 1997

ं ही ये विश्व

97 - 3 4 2

MoPSC No. 1 First Revised Sheet No. 18 Replacing Original Sheet No. 18

(8) Three-Way Calling - connects the customer with two people in two different locations at the raiseic same time. The customer can put one person on hold while talking to another.

1ECT) FEB 0.8 1999

N

N

Ν

- (9) Speed-Calling dials local numbers with just one or two buttons.
- (10) White pages directory listing of the customer's name and telephone number through the underlying incumbent local telecommunications company's white pages directory.
- (11) Unlisted Number Allows the customer to keep the customer's name and telephone number out of the underlying incumbent local telecommunications company's white pages and directory assistance.
- (12) Call Trace Customers receiving annoying or anonymous calls may request a telephone number change, which will be provided at no charge by Max-Tel Communications or the capability to utilize Call Trace on a per activation basis, as needed. Call Trace allows the customer to dial a code (*57) to automatically request the following information be recorded:
 - The originating phone number
 - The date and time of the call
 - The date and time Call Trace was activated

When Call Trace successfully identifies a calling number, a recording instructs the customer to call a toll free number, which will activate a Voice Response Script and assist the customer in establishing an open file. Should the customer decide to prosecute the call originating party, the customer should contact Max-Tel Communications for further instructions. Activation of Call Trace never authorizes Max-Tel Communications to provide the called party with the name or number of the calling party. In the event that Call Trace is not available or is unable to solve the case, it may be necessary to place a manual trap on the customer's telephone line.

3.1.C A service package including all custom calling options except Caller ID, Unlisted Number and Call Trace, which has a per successful activation charge, shall be available.

3.2 SERVICES NOT PROVIDED

- 3.2.A Except as provided by Max-Tel's underlying carrier to its own customer's who are subject to toll restriction, and consistent with the toll-restriction rules and practices imposed by the underlying incumbent local exchange carrier whose services are being resold by Max-Tel pursuant to this tariff, Max-Tel blocks and does not provide the following services to customers:
 - (1) access to local or long-distance directory assistance;
 - (2) access to long distance service, including inbound collect calls;
 - (3) access to local or long distance operator services.
- 3.2.B Max-Tel does not block toll free 1+800 calls.

Issued: February 5, 1999

By: Mark Maxey President Max-Tel Communications, Inc. 102 W. Franklin Alvord, TX 76225

Tacuti Public

Effective: March 15, 1999

1999 5 1999

Cancelled

TD-2005-0240 Missouri Public Service Commission

MoPSC No. 1 Original Sheet No. 18

- Three-Way Calling connects the customer with two people in two different locations at the same time. The customer can put one person on hold while talking to the locations at the same time. another.
- Speed-Calling dials local numbers with just one or two buttons. (9)

JUN 3 1997

MISSOURI

- White pages directory listing of the customer's name and telephone number commission. (10)through the underlying incumbent local telecommunications company's white pages directory.
- 3.1.C A service package including all custom calling options except Caller ID shall be available.

3.2 SERVICES NOT PROVIDED

- 3.2.A Except as provided by Max-Tel's underlying carrier to its own customer's who are subject to toll restriction, and consistent with the toll-restriction rules and practices imposed by the underlying incumbent local exchange carrier whose services are being resold by Max-Tel pursuant to this tariff, Max-Tel blocks and does not provide the following services to customers:
 - (1) access to local or long-distance directory assistance;
 - (2) access to long distance service, including inbound collect calls;
 - (3) access to local or long distance operator services.

3.2.B Max-Tel does not block toll free 1+ 800 calls.

CANCELLED

MAR 1 5 1999 Bylor Ko # 18 Public Service Commission

Effective: December 5, 1997

Issued: June 9, 1997

By: Mark Maxey President Max-Tel Communications, Inc. 102 W. Franklin Alvord, TX 76225

មិន្ត្រី មិន



TD-2005-0240 Missouri Public Service Commission

EXCHANGES SERVED 3.3

Max-Tel Communications, Inc.'s Missouri service ares shall be limited to the following exchanges:

Lamar

Southwestern Bell Telephone Company:

1997 3UN 9

MISSOURI

Adrian Advance Аделсу Altenburg-Frohm Antonia Archie Argyle Armstrong Ash Grove Regulort Bell City Belton Benton Billings Bismarck Bloomfield Bloomsdale Blue Springs Bonne Terre Boonville Bowling Green Bridgeton Brookfield Camdenton Campbell Cape Girardeau Cardweil Carl Junction Carrollton Carthage Caruthersville Cedar Hill Center Chaffee Charleston Chesterfield Chillicothe Clarksville Clever Climax Springs

Eldon Elsberry Essex Eureka **Excelsior Springs** Fair Grove Farley Farmington Fayette Fenton Ferguson Festus-Crystal City Fisk Flat River Florissant Frank ford Fredericktown Freeburg Fulton Gideon Gladstone Glasgow Grain Valley Gravois Mills Gray Summit Greenwood Hannibal Harvester Hayti Herculaneum-Pevely Higbee High Ridge Hillsboro Holcomb Homersville Imperial Independence Jackson

Jasper

Joplin

Kennett

Kirksville

Kirkwood

La Monte

Lake Ozark

Ladue

Knob Noster

Kansas City

Lancaster Leadwood Lees Summit Liberty Lilbourn Linn Lockwood Louisianna Macks Creek Malden Manchester Marble Hill Marceline Marionville Marshall Marston Maxville Mehlville Meta Mexico Moberly Monett Montgomery City Morchouse Nashua Neosho Nevada New Franklin New Madrid Nixa Oak Ridge Oakville Old Appleton Oran Osage Beach Overland Pacific Parkville Patton Paynesville Perryville Pierce City Pocahontas-New Wells Pond Poplar Bluff

Portages des

Portageville

Sioux

Puxico Qulin Raytówn நிற Service Commissio Republic Richmond Richwoods Risco Riverview Rogersville Rushville St. Charles St. Clair St. Joseph St. Louis St. Marys Ste. Genevieve San Antonio Sappinton Scott City Sedalia Senath Sikeston Slater Smithville South Kansas City Spanish Lake Springfield Stanberry Strafford Tiffany Springs Trenton Tuscumbia Union Valley Park Versailles Vienna Walnut Grove Wardell Ware Washington Webb City Webster Groves Wellsville Westphalia Willard Wyatt

Issued: June 9, 1997

Creve Couer

De Kalb

De Soto

Deering

Delta

Dexter

Edina

Downing

East Prairie

E.Independence

By: Mark Maxey President Max-Tel Communications, Inc. 102 W. Franklin Alvord, TX 76225

Effective: December 5, 1997

6月1日



TD-2005-0240

Missouri Public Service Commission

SECTION 4 – RATES AND CHARGES

Missouri Public

4.1 BASIC LOCAL SERVICES

REC'D AUG 14 2000

BASIC SERVICE	RATES	INITIATION FEES
Basic Local Service	\$44.99 plus tax/mo.	\$ 49.99
Call Waiting	\$10.95/per mo.	
Call Return	\$ 5,95/per mo.	
Caller ID	\$12.95/per mo.	10.00
Call Block	\$ 5.95/per mo.	
Auto Redail	\$ 5.95/per mo.	
Call Forwarding	\$ 5.95/per mo.	
Sel. Call Forwarding	\$ 5.95/per mo.	
Priority Call	\$ 5.95/per mo.	
Three-way Calling	\$ 5.95/per mo.	
Speed Dial	\$ 5.95/per mo.	
Unlisted Number	\$ 5.95/per mo.	15.00
Custom Package without		
Caller ID or Unlisted Number	\$20.00/per mo.	
	Per Succ	cessful Activation

	Per Successful Activation	
Call Trace	\$6.00	
PKG. 1 \$35.95	Free w/initial order	(N)
(Call Waiting, 3-Way, Speed Dialing,		(N)
Selective Call forwarding,		(N)
Call return & Caller ID)		(N)
PKG. 2 \$20.95	Free w/initial order	(N)
(Call Waiting, 3-Way, Speed Dialing,		(N)
Selective Call Forwarding & Call Return)		(N)
PKG. 3 \$15.95	Free w/initial order	(N)
(Call Waiting, 3-Way & Call Forwarding)		(N)

The above rates do not include the taxes and surcharges specified in Section 4.5 of this tariff.

*Unless noted, initiation fees will not be charged for additional services ordered at the time of initiation of service. A \$20.00 fee will be charged to add a additional service(s) to an existing customer.

4.2 INITIATION FEE

Max-tel Communications, Inc. shall charge a flat fee of 49.99 for initiation of services, which includes the first month's basic local service fee of \$44.99. The initiation fee is nonrefundable. The initiation fee is due and payable before the service is activated. If service is ever disconnected And terminated, the customer shall pay another fee prior to receiving service.

Issued: August 14, 2000

By: Mark Maxey President Max-tel Communications, Inc. 105 N. Wickham Alvord, TX 76225 Effective: September 14, 2000

Missouri Public Service Commission

FILED SEP 14 2000



MAX-TEL COMMUNICATIONS, INC.

MoPSC No. 1 THIRD REVISED SHEET NO. 20 REPLACING SECOND REVISED SHEET NO. 20

SECTION 4 - RATES AND CHARGES

Missouri Public Service Commission

RECE AU 2 01 2000

4.1 BASIC LOCAL SERVICES

BASIC SERVICE	RATES	INITIATION FEES	
Basic Local Service	\$44.99 plus tax/mo.	\$ 49.99	(R)
Call Waiting	\$10.95/per mo.		(1)
Call Return	\$ 5.95/per mo.	10.00	(1)
Caller ID	\$12.95/per mo.	10.00	(I)
Call Block	\$ 5.95/per mo		<u>(1)</u>
Auto Redial	\$ 5.95/per mo.		(I)
Call Forwarding	\$ 5.95/per mo.		(I)
Priority Call	\$ 5.95/per mo.		(I)
Three-way Calling	\$ 5.95/per mo.		© CANCELLED
Speed Dial	\$ 5.95/per mo.		(I) OVMOEFFED
Unlisted Number	\$ 5.95/per mo.	15.00	(I)
Custom Package without Caller ID or Unlisted Number	\$20.00/per mo.		SEP 1 4 2000
			4th 25 20
	Per Suc	essful Activation	Public Service Commission
Call Trace		\$ 6.00	MISSOURI

The above rates do not include the taxes and surcharges specified in Section 4.5 of this tariff.

4.2 INITIATION FEE

Max-tel Communications, Inc. shall charge a flat fee of 49.99 for initiation of services, which includes the first month's basic local service fee of \$44.99. The initiation fee is nonrefundable. The initiation fee is due and payable before the service is activated. If service is ever disconnected And terminated, the customer shall pay another fee prior to receiving service.

Missouri Public Service Commission

(R)

FILED AUG 11 2000

Issued: August 1, 2000

By: Mark Maxey President Max-tel Communications, Inc. 105 N. Wickham Alvord, TX 76225 Effective: August 11, 2000

Cancelled
TD-2005-0240

Missouri Public Service Commission

^{*}Unless noted, initiation fees will not be charged for additional services ordered at the time of initiation of service. A \$20.00 fee will be charged to add a additional service(s) to an existing customer.

MoPSC No. 1 Second Revised Sheet No. 20 Replacing First Revised Sheet No. 20

SECTION 4 - RATES AND CHARGES

Missouri Public Price Commission

4.1 BASIC LOCAL SERVICE

HECT ! EB 08 1999

BASIC SERVICE	RATES	<u>INITI</u>	ATION FEES*	
Basic Local Service	\$44.99/per mo.		\$69.00	
Call Waiting	10.00/per mo.			I
Call Return	5.00/per mo.			R
Caller ID	12.00/per mo.		10.00	I
Call Block	5.00/per mo.			R
Auto Redial	5.00/per mo.			R
Call Forwarding	5.00/per mo.			R
Priority Call	5.00/per mo.			R
Three-Way Calling	5.00/per mo.			R
Speed Calling	5.00/per mo.			R
Unlisted Number	5.00/per mo.		15.00	N
Custom Package with	iout			
Caller ID or Unliste	d Number 20.00/per mo.			R
		Per Succes	sful Activation	
Call Trace		\$	6.00	N

The above rates do not include the taxes and surcharges specified in Section 4.5 of this tariff.

4.2 INITIATION FEE

Max-Tel Communications, Inc. shall charge a flat fee of \$69.00 for initiation of services, which includes the first month's basic local service fee of \$44.99. The initiation fee is nonrefundable. The initiation fee is due and payable before the service is activated. If service is ever disconnected and terminated, the customer shall pay another initiation fee prior to receiving service.

CANCELLED

Missouri Public Prvice Commission

Ι

AUG 1 1 2000

FILED MAR 1 5 1999

Issued: February 5, 1999

Public Service Commission
By: Mark Maxey MISSOURI Effective: March 15, 1999

President

Max-Tel Communications, Inc.

102 W. Franklin Alvord, TX 76225

Missouri Public Service Commission

^{*} Unless noted, initiation fees will not be charged for additional services ordered at the time of initiation of service. A \$20.00 fee will be charged to add an additional service(s) to an existing customer.

SECTION 4 - RATES AND CHARGES

4.1 BASIC LOCAL SERVICE

BASIC SERVICE	RATES	INITIATION FEES
Basic Local Service	\$44.99/per mo. I	\$69.00
Call Waiting	8.00/per mo.	10.00
Call Return	5.00/per mo.	10.00
Caller ID	10.00/per mo.	10.00
Call Block	5.00/per mo.	10.00
Auto Redial	5.00/per mo.	10.00
Call Forwarding	5.00/per mo.	10.00
Priority Call	5.00/per mo.	10.00
Three-Way Calling	5.00/per mo.	10.00
Speed Calling	5.00/per mo.	10.00
Custom Package with	out ID 20.00/per mo.	10.00

The above rates do not include the taxes and surcharges specified in Section 4.5 of this tariff.

4.2 INITIATION FEE

Max-Tel Communications, Inc. shall charge a flat fee of \$69.00 for initiation of services, which includes the first month's basic local service fee of \$44.99. The initiation fee is nonrefundable. The initiation fee is due and payable before the service is activated. If service is ever disconnected and terminated, the customer shall pay another initiation fee prior to receiving service.

CANCELLED

MAR 1 5 1998

By San Residual Public Service Commission MISSOURI

Issued: July 9, 1998

By: Mark Maxey

President

Max-Tel Communications, Inc.

102 W. Franklin Alvord, TX 76225 AND ITS EFFECTIVE DATE FILED ON

(DATE)
PURSUANT TO SECTION 392.500 (2)

RSMO SUPP. 15 SEFFECTIVE DATE OF RATL INCREASE

(DATE)

Effective: August 1, 1998

RECEIVED

SECTION 4 - RATES AND CHARGES

JUN 9 1997

4.1 BASIC LOCAL SERVICE

MISSOURI Tables Service Commission

BASIC SERVICE	RATES	INITIATION FEES
Basic Local Service	\$39.99/per mo.	\$69.00
Call Waiting	8.00/per mo.	10.00
Call Return	5.00/per mo.	10.00
Caller ID	10.00/per mo.	10.00
Call Block	5.00/per mo.	10.00
Auto Redial	5.00/per mo.	10.00
Call Forwarding	5.00/per mo.	10.00
Priority Call	5.00/per mo.	10.00
Three-Way Calling	5.00/per mo.	10.00
Speed Calling	5.00/per mo.	10.00
Custom Package with	nout ID 20.00/per mo.	10.00

The above rates do not include the taxes and surcharges specified in Section 4.5 of this tariff.

4.2 INITIATION FEE

Max-Tel Communications, Inc. shall charge a flat fee of \$69.00 for initiation of services, which includes the first month's basic local service fee of \$39.99. The initiation fee is nonrefundable. The initiation fee is due and payable before the service is activated. If service is ever disconnected and terminated, the customer shall pay another initiation fee prior to receiving service.

CANCELLED

AUG 01 1998

Public Service Commission
MISSOURI

Issued: June 9, 1997

By: Mark Maxey

President

Max-Tel Communications, Inc.

102 W. Franklin Alvord, TX 76225 Effective: December 5, 1997

្រាក្ខ**ា**

DEC 5 18812 97-342

4.3 PROMOTIONS

₩ 1999 (1999 | 1999 | 1999

The Company may, from time to time, engage in special promotional offerings or trial service offerings limited to certain dates, times, and/or locations in order to attract new customers or increase the usage by existing customers. These promotions will be subject to prior notification and approval by the Commission.

4.4 DEPOSITS

Max-Tel Communications, Inc. does not require deposits from customers in order to initiate service.

4.5 TAXES/SURCHARGES

All state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax), Relay Missouri, 911 surcharges, and other lawfully required surcharges are in addition to, and are not included in the monthly recurring rates specified above for the services provided and shall be listed separately on the customer's bill.

4.6 RECONNECTION OF BLOCKED OR SUSPENDED SERVICE

If after service is terminated and the customer again requests service, the customer shall be assigned a new telephone number and shall pay a new initiation fee. Prior to actual disconnection, a customer's service may be suspended at which time the customer's telephone number shall be reserved for fourteen (14) days. Max-Tel shall charge a restoration fee of \$15.00 for restoration of service during any period of suspension.

Prior to actual disconnection, service may be extended by a payment of a service continuation fee of \$10.00, at which time the telephone number will be reserved for ten (10) days and service will be extended ten (10) days beyond the expiration of the prepaid period. The customer may elect to pay the continuation fee to avoid a reconnection fee, however the customer will be responsible to pay for all services provided during the service continuation period. The \$10.00 service continuation fee will not be deducted from the month recurring charge.

4.7 RESIDENTIAL CUSTOMER RIGHTS AND RESPONSIBILITIES

4.7.1 Max-Tel may process a customer's request for service via telephone call initiated by the customer. The customer is not required to sign a service contract with Max-Tel in order to receive service.

Issued: February 5, 1999

By: Mark Maxey President Max-Tel Communications, Inc. 102 W. Franklin Alvord, TX 76225 Effective: March 15, 1999

Vissouti Public

R

Ν

11) MAR 7 5 1999



4.3 PROMOTIONS

The Company may, from time to time, engage in special promotional offerings or trial service offerings limited to certain dates, times, and/or locations in order to attract new customers or increase the usage by existing customers. These promotions will be subject to prior notification and approval by the Commission.

BECEINED

4.4 DEPOSITS

Max-Tel Communications, Inc. does not require deposits from customers in order to initiate service.

MISSOURI

4.5 TAXES/SURCHARGES

All state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax), Relay Missouri, 911 surcharges, and other lawfully required surcharges are in addition to, and are not included in the monthly recurring rates specified above for the services provided and shall be listed separately on the customer's bill.

4.6 RECONNECTION OF BLOCKED OR SUSPENDED SERVICE

If after service is terminated and the customer again requests service, the customer shall be assigned a new telephone number and shall pay a new initiation fee. Prior to actual disconnection, a customer's service may be suspended at which time the customer's telephone number shall be reserved for fourteen (14) days. Max-Tel shall charge a restoration fee of \$25.00 for restoration of service during any period of suspension.

4.7 RESIDENTIAL CUSTOMER RIGHTS AND RESPONSIBILITIES

4.7.1 Max-Tel may process a customer's request for service via telephone call initiated by the customer. The customer is not required to sign a service contract with Max-Tel in order to receive service.

CANCELLED

MAR 1 5 1999

Public Service Continues MISSOURI

Issued: June 9, 1997

By: Mark Maxey President Max-Tel Communications, Inc. 102 W. Franklin Alvord, TX 76225 Effective: December 5, 1997

O C L E D

97-342



- Replacing Original Sheet No. 22
- 4.7.2 Prior to providing service to the customer, Max-Tel will provide the customer with a written notice which specifies the rates to be charged for the services to be provided and that the rates charged are exclusive of applicable taxes and surcharges, such as Relay Missouri and 911. Said notice shall contain a statement that:
 - (A) the customer is subject to toll restriction, including blocking of long distance, toll, incoming collect calls and operator services, just as if the customer was receiving service with a toll restriction from the underlying carrier;
 - (B) that 1 + 800 toll free calls shall not be blocked;
 - (C) includes dialing instructions for accessing emergency services within the customer's exchange.
- 4.7.3 Prior to providing service to the customer, Max-Tel also will provide the customer with the following information:

STATEMENT OF RESIDENTIAL CUSTOMER RIGHTS AND RESPONSIBILITIES

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

Your Telephone Bill

You will receive a telephone bill from us each month. Max-Tel does not require you to pay a security deposit. Max-Tel's prepaid services are billed twenty-one (21) days in advance of service being provided and payment is due in full on the first day of the month. If we do not receive your payment by the first of the month, your service is subject to suspension and disconnection. When paying by mail, be sure to allow enough time for your payment to reach us by the due date.

Payment Arrangements

Payments must be sent to Max-Tel's business office or made at one of our Agent locations. Payment may be made by valid personal check, cash, credit card, cashier's check, money order, or electronic funds transfer. If you are temporarily having difficulty paying your telephone bill, or if you have any inquiry or dispute of any charge, please call Max-Tel immediately toll-free, twenty-four (24) hours a day at 1-800-583-2289.

Issued: June 9, 1997

By: Mark Maxey President Max-Tel Communications, Inc. 102 W. Franklin Alvord, TX 76225 Effective: December 5, 1997

/issouri Public

D MAH 1 5 1999

М

Cancelled
TD-2005-0240

- 4.7.2 Prior to providing service to the customer, Max-Tel will provide the customer with a written notice which specifies the rates to be charged for the services to be provided and that the rates charged are exclusive of applicable taxes and surcharges, such as Relay Missouri and 911. Said notice shall contain a statement that:
 - (A) the customer is subject to toll restriction, including blocking of long distance, toll, incoming collect calls and operator services, just as if the customer was receiving service with a toll restriction from the underlying carrier:
 - (B) that 1 + 800 toll free calls shall not be blocked;

JUN 9 1997

- (C) includes dialing instructions for accessing emergency services within the customer's exchange.

 Public Service Commissic.
- 4.7.3 Prior to providing service to the customer, Max-Tel also will provide the customer with the following information:

STATEMENT OF RESIDENTIAL CUSTOMER RIGHTS AND RESPONSIBILITIES

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

Your Telephone Bill

You will receive a telephone bill from us each month. Max-Tel does not require you to pay a security deposit. Max-Tel's prepaid services are billed twenty-one (21) days in advance of service being provided and payment is due in full on the first day of the month. If we do not receive your payment by the first of the month, your service is subject to suspension and disconnection. When paying by mail, be sure to allow enough time for your payment to reach us by the due date.

CANCELLED

MAR 1 5 1999

Sunda Service Confirme

Issued: June 9, 1997

By: Mark Maxey

President

Max-Tel Communications, Inc.

102 W. Franklin Alvord, TX 76225 Effective: December 5, 1997

957 5 3 7252 Wale service of 1



MoPSC No. 1
First Revised Sheet No. 23
Replacing Original Sheet No. 23
IVIISSOURI Public

Suspension and Disconnection of Telephone Service

HCD FEB 08 1999

Your telephone service is subject to suspension and blocking of your service for any of the reasons listed below. If after your service is disconnected you again request service, a new telephone number will be assigned and you will be required to again pay a \$69.00 service initiation fee. Prior to actual disconnection, your service may be suspended. If your service is suspended, your telephone number shall be reserved for fourteen (14) days, during which time a service restoration charge of \$15.00 shall apply.

R

Prior to actual disconnection, service may be extended at which time your telephone number shall be reserved for ten (10) days and will extend service beyond the expiration of the prepaid period after paying the service continuation fee of \$10.00. You may elect to pay a service continuation fee to avoid a reconnection fee, however, you will be responsible to pay for all service provided during the service continuation period.

N

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

- 1. Non-payment of an undisputed delinquent charge. Your service will not be discontinued for nonpayment of a delinquent account until seven (7) days after Max-Tel has sent you a written notice advising you of the delinquent account. In addition, Max-Tel will make reasonable efforts to contact you be telephone twenty-four (24) hours prior to suspension of 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.
- 3. Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.
 - 4. Misrepresentation of identity in obtaining telephone service.
 - 5. As allowed by federal or state law.

If you are unable to pay a charge in full when due, you should contact Max-Tel to discuss a possible settlement agreement. Matters resolved by settlement agreement shall not constitute a basis for disconnection as long as you are following the terms of the agreement.

Issued: February 5, 1999

By: Mark Maxey President Max-Tel Communications, Inc. 102 W. Franklin Alvord, TX 76225 Effective: March 15, 1999

Masouri Public Tommissi**o**n

16 MAR 15 1999

Cancelled
TD-2005-0240
Missouri Public
Service Commission

MoPSC No 15 C E | ₩ S A)
Original Sheet No. 23

JUN 9 1997

Payment Arrangements

MISSOURI
Public Service Commissiol

Payments must be sent to Max-Tel's business office or made at one of our Agent locations. Payment may be made by valid personal check, cash, credit card, cashier's check, money order, or electronic funds transfer. If you are temporarily having difficulty paying your telephone bill, or if you have any inquiry or dispute of any charge, please call Max-Tel immediately toll-free, twenty-four (24) hours a day at 1-800-583-2289.

Suspension and Disconnection of Telephone Service

Your telephone service is subject to suspension and blocking of your service for any of the reasons listed below. If after your service is disconnected you again request service, a new telephone number will be assigned and you will be required to again pay a \$69.00 service initiation fee. Prior to actual disconnection, your service may be suspended. If your service is suspended, your telephone number shall be reserved for fourteen (14) days, during which time a service restoration charge of \$25.00 shall apply.

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

- 1. Non-payment of an undisputed delinquent charge. Your service will not be discontinued for nonpayment of a delinquent account until seven (7) days after Max-Tel has sent you a written notice advising you of the delinquent account. In addition, Max-Tel will make reasonable efforts to contact you be telephone twenty-four (24) hours prior to suspension of 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.
- 3. Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.

4. Misrepresentation of identity in obtaining telephone service.

MAR 1 5 1999

5. As allowed by federal or state law.

rubiic Service Commission

If you are unable to pay a charge in full when due, you should contact Max-Tel to discuss a possible settlement agreement. Matters resolved by settlement agreement shall not constitute a basis for disconnection as long as you are following the terms of the agreement.

Issued: June 9, 1997

By: Mark Maxey President Max-Tel Communications, Inc. 102 W. Franklin Alvord, TX 76225 Effective: December 5, 1997

F1660

975 - 3842 2011 - 388 - 386 -



TD-2005-0240 Missouri Public Service Commission

Max-Tel Communications, Inc.

MoPSC No. 1 First Revised Sheet No. 24 Replacing Original Sheet No. 24 Replacing Original Sheet No. 24 Replacing Original Sheet No. 24

R

Max-Tel will postpone disconnection for a time not in excess of twenty-one (21) days if the telephone is necessary to obtain emergency medical assistance for a person who is member residing in the customer's household and where such person is under the care of a physician. You must notify and provide Max-Tel with reasonable evidence of such necessity.

Reconnection of Service

After service has been suspended, Max-Tel will restore your service when the reason for the suspension has been remedied. Before your service is restored, the following will be required:

- 1. Payment for all undisputed amounts must be received by Max-Tel or its authorized Agent.
- 2. Installation charges must be paid again if your service has been disconnected. Installation charges will not be assessed if your service has been suspended, but you will be required to pay a \$15.00 service restoration fee.
- 3. One months advance payment has been made and received by Max-Tel or its authorized Agent.

Procedures for Handling Inquiries and Complaints

Telephone inquiries may be directed to Max-Tel at 1-800-583-2289. Written inquiries may be directed to Max-Tel, 102 W. Franklin, P.O. Box 280, Alvord, Texas, 76225. Facsimiles may be sent to 1-800-392-4211.

Filing a Complaint with the Missouri Public Service Commission

If Max-Tel 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 P.O.Box 360, Jefferson City, Missouri, 65102.

Also, the Missouri Office of the Public Counsel, representing the public before the Missouri Public Service Commission, has its office at 301 West High Street, Jefferson City, Missouri 65101. The telephone number is 1-573-751-4857.

Issued: February 5, 1999

By: Mark Maxey President Max-Tel Communications, Inc. 102 W. Franklin Alvord, TX 76225

Effective: March 15, 1999

sscuri Public

7 MAR 1 5 1999



MoPSC No. 1 Original Sheet No. 24

Max-Tel will postpone disconnection for a time not in excess of twenty-one (21) days if the telephone is necessary to obtain emergency medical assistance for a person who is member residing in the customer's household and where such person is under the care of a physician. You must notify and provide Max-Tel with reasonable evidence of such necessity.

Reconnection of Service

RECEIVED

By ISPRS#24

After service has been suspended, Max-Tel will restore your service when the reason for the suspension has been remedied. Before your service is restored, the following will be required:

Public Service Commission 1. Payment for all undisputed amounts must be received by Max-Tel or its authorized Agent.

- 2. Installation charges must be paid again if your service has been disconnected. Installation charges will not be assessed if your service has been suspended, but you will be required to pay a \$25.00 service restoration fee.
- 3. One months advance payment has been made and received by MaxCTANCELLED authorized Agent.

 MAR 1 5 1999

Procedures for Handling Inquiries and Complaints

Telephone inquiries may be directed to Max-Tel at 1-800-583-2289. Written Service Commission may be directed to Max-Tel, 102 W. Franklin, P.O. Box 280, Alvord, Texas, 76225. Facsimiles may be sent to 1-800-392-4211.

Filing a Complaint with the Missouri Public Service Commission

If Max-Tel 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 P.O.Box 360, Jefferson City, Missouri, 65102.

Also, the Missouri Office of the Public Counsel, representing the public before the Missouri Public Service Commission, has its office at 301 West High Street, Jefferson City, Missouri 65101. The telephone number is 1-573-751-4857.

Issued: June 9, 1997

By: Mark Maxey President Max-Tel Communications, Inc. 102 W. Franklin Alvord, TX 76225 Effective: December 5, 1997

TILED TEC 5 COR

9-7 - 3 4 2

