

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

In the Matter of the Cancellation of the Certificate of Service ) Case No. TD-2002-23  
Authority and Accompanying Tariff of Host Network, Inc. )

**ORDER CANCELING CERTIFICATE**

On July 10, 2001, the Staff of the Missouri Public Service Commission filed a motion to open a case and cancel the certificate of service authority and accompanying tariff of Host Network, Inc. This order grants that motion.

In its motion, Staff stated that the Commission granted Host Network a certificate of service authority to provide intrastate interexchange telecommunications services on June 7, 1996, in Case No. TA-96-338. Staff notes that Host Network's 2000 annual report was returned by the post office as undeliverable. Furthermore, according the Missouri Secretary of State's website Host Network has been inactive since April 12, 1998, due to withdrawal from the state of Missouri. Staff did not give the dates of these two events.

Staff pointed out that Host Network has not filed a formal request to cancel its certificate. Instead, Staff alleged that the company has violated the terms of its certificate by its failure to keep the Commission informed of its current address and telephone number and its failure to file annual reports (*sic*). (The Commission notes that Staff only included information about Host Network failing to file one annual report.) Telecommunications companies are required to file a Missouri-specific annual report pursuant to Sections 392.210 and 392.310, RSMo 2000. The terms of the certificate require the company to keep the Commission informed of its current address and telephone number.

The Commission has the authority to cancel a telecommunications corporation's certificate pursuant to Section 392.410.5, RSMo 2000, which provides that "[a]ny certificate of service authority may be altered or modified by the commission after notice and hearing, upon its own motion or upon application of the person or company affected."

The statute's requirement of a hearing is met when the opportunity for hearing has been provided and no proper party has requested the opportunity to present evidence.<sup>1</sup> 4 CSR 240-2.080(16) provides that parties are allowed not more than ten days in which to respond to any pleading unless otherwise ordered by the Commission. More than ten days have passed since Staff filed its motion. No response has been filed and no one has requested a hearing. Therefore, the Commission may grant the relief requested based on Staff's motion.

The Commission has reviewed the motion and the official file, and finds that the certificate of service authority and accompanying tariff to provide intrastate interexchange telecommunications services granted to Host Network shall be canceled.

**IT IS THEREFORE ORDERED:**

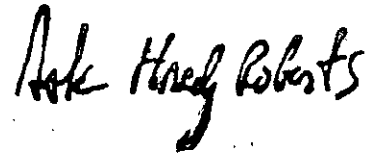
1. That the certificate of service authority and tariffs granted to Host Network, Inc., in Case No. TA-96-338, shall be canceled on August 4, 2001.
2. That this order shall become effective on August 4, 2001.

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<sup>1</sup> *State ex rel. Rex Deffenderfer Enterprises, Inc. v. P.S.C.*, 776 S.W.2d 494, 496 (Mo. App. 1989).

3. That this case may be closed on August 5, 2001.

**BY THE COMMISSION**



**Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge**

( S E A L )

Vicky Ruth, Senior Regulatory Law  
Judge, by delegation of authority pursuant  
to Section 386.240, RSMo 2000.

Dated at Jefferson City, Missouri,  
on this 25th day of July, 2001.

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Host Network, Inc.

P.S.C. MO. - Tariff No. 1

APR 12 1996

Original Sheet 1

**MISSOURI  
Public Service Commission**

TITLE SHEET

MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

HOST NETWORK, INC.

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Host Network, Inc. (hereinafter "Host" or "Carrier") with principal offices at 9401 Wilshire Boulevard, Suite 501, Beverly Hills, California 90212. This Tariff applies to services furnished within the state of Missouri. This Tariff is on file with the Missouri Public Service Commission ("P.S.C. MO."), and copies may be inspected, during normal business hours, at Host's principal place of business.

Host operates as a competitive telecommunications company within the State of Missouri.

**CANCELLED**

AUG 04 2001

TD-2002-23

Public Service Commission  
MISSOURI

**FILED**

JUN 10 1996

96-338

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Issued: April 12, 1996

Effective: ~~May 05, 1996~~

JUN 10 1996

By:  
Steve Salekford, President  
Host Network, Inc.  
9401 Wilshire Boulevard, Suite 501  
Beverly Hills, California 90212

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Public Service Commission Original Sheet 2

**WAIVER OF RULES AND REGULATIONS**

Pursuant to Case No. TA 94-348, the following statutes and rules have been waived for purposes of offering telecommunications services as set forth herein:

- 4 CSR 240-10.020 -- Depreciation fund income
- 4 CSR 240-30.010(2)(C) -- Posting of exchange rates at central operating offices
- 4 CSR 240-30.040(1)(, (2), (3), (5) and (6) -- Uniform system of accounts
- 4 CSR 240-32.030(1)(B) and (C) -- Exchange area maps and record of access lines
- 4 CSR 240-32.030(2) -- In-state record keeping
- 4 CSR 240-32.050(3) through (6) -- Information concerning local service tariffs, maps, directories, and telephone numbers
- 4 CSR 240-32.070(4) -- Coin telephones
- 4 CSR 240-33.030 -- Minimum charge rules
- 4 CSR 240-33.040(5) -- Finance fee
  
- 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 392.310 -- Issuance of stocks and bonds
- Section 392.320 -- Stock dividends
- Section 392.330 -- Issuance of securities, debt, and notes
- Section 392.340 -- Reorganization

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MISSOURI Sheet 3  
Public Service Commission

CHECK SHEET

Sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets, as named below, comprise all changes from the original Tariff that are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>NUMBER OF REVISION (except as indicated)</u>	<u>EFFECTIVE DATE</u>
1	Original	
2	Original	
3	Original	
4	Original	
5	Original	
6	Original	
7	Original	
8	Original	
9	Original	
10	Original	
11	Original	
12	Original	
13	Original	
14	Original	
15	Original	
16	Original	
17	Original	

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Host Network, Inc.

Original Sheet 4

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Original Sheet 5

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EXPLANATION OF SYMBOLS  
AND ABBREVIATIONS

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

- C - Change in regulation
- D - Delete rate or regulation
- I - Increase in rate
- M - Moved from another Tariff location
- N - New
- R - Reduction in rate
- T - Change in text or regulation but no change in rate or charge

The following are abbreviations used in this tariff.

P.S.C. MO - Missouri Public Service Commission

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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, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc., the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I.(i)
- 2.1.1.A.1.(a).I.(i)(1)

D. Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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Original Sheet 7

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**Public Service Commission**

P.S.C. MO. No. 1

Host Network, Inc.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 DEFINITIONS

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Carrier to provide telecommunication service as required.

Carrier - Host Network, Inc. ("Host"), unless the context indicates otherwise.

Commission - Missouri Public Services Commission, unless the context indicates otherwise.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of rates and charges and compliance with Tariff regulations.

Day - From 8:00 a.m. up to but not including 5:00 p.m. local time Monday through Friday.

Disconnection - The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

Evening - From 5:00 p.m. up to but not including 11:00 p.m. local time Sunday through Friday.

Holiday - The Carrier's recognized Holidays are New Year's Day (January 1), Independence Day (July 4), Labor Day, Memorial Day, Thanksgiving Day, Christmas Day (December 25), Martin Luther King Day, and President's Day. Evening rates apply unless a lower rate is prescribed by this Tariff.

Night/Weekend - From 11:00 p.m. up to but not including 8:00 a.m., and 8:00 a.m. Saturday up to but not including 5:00 p.m. Sunday.

Premises - The space designated by a customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business, as well as space at the customer place of business.

Service or Services - The services covered by this Tariff shall include only the State of Missouri.

Terminal Equipment - Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephone, and data sets.

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P.S.C. MO. No. 1

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**Public Service Commission**

SECTION 2 - RULES AND REGULATIONS

2.1 UNDERTAKING OF CARRIER

Carrier is a resale common carrier providing intrastate communications services to Customers for their direct transmission and reception of voice, data, and other types of telecommunications. Service is available 24 hours a day, seven days a week, throughout the State of Missouri.

2.2 LIMITATIONS OF SERVICE

2.2.1 The Carrier offers service to all those who desire to purchase service from the Carrier consistent with all provisions of this Tariff. Customers or subscribers interested in the Carrier's services shall file a service application with the Carrier which fully satisfies the Customer and identifies the services required.

2.2.2 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. Carrier reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.

2.2.3 Carrier reserves the right to discontinue furnishing service, upon a written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Commission, or the law.

2.2.4 Title to all facilities provided by the Carrier under these regulations remains with the Carrier. Prior written permission from the Carrier 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 for service.

2.3 USE OF SERVICE

Service may not be used for any unlawful purposes 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 the service as long as the arrangement generates no profit for any participant in the arrangement.

2.3.1 Minimum Service Period

The minimum period of service is one month (30 days), unless otherwise stated in this Tariff.

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Host Network, Inc.

**MISSOURI** Sheet 9  
**Public Service Commission**

2.4 LIABILITY

2.4.1 The liability of the Carrier for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff shall not exceed an amount equivalent to the proportionate charge to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs. For the purpose of computing this amount, a month is considered to have 30 days. In no event will Carrier be liable for any indirect, consequential or special damages, or for any lost profits, even if advised of the possibility of the same.

2.4.2 Carrier shall not be liable for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff, if caused by any person or entity other than Carrier, any malfunction of any service or facility provided by any other carrier, act of God, fire, war, civil disturbance, act of government, or by any other cause beyond Carrier's control.

2.4.3 Carrier shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:

A. defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by Carrier under this Tariff;

B. connecting, combining, or adapting Carrier's facilities with Customer's apparatus or systems;

C. any act of omission by the Customer; or

D. any personal injury or death of any person or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Carrier, if not caused by gross negligence of the Carrier.

2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Carrier.

2.4.5 CARRIER MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**CANCELLED**

**FILED**

2.5 INTERRUPTION OF SERVICE

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Host Network, Inc.

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2.5.1 Credit allowance for interruption of service which is not due to the negligence of Customer or to the failure of channels, equipment, and/or communications systems provided by the Customer and other carriers are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

**2.6 RESPONSIBILITY OF THE CUSTOMER**

2.6.1 All Customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communications systems provided by others are connected to Carrier's facilities, Customer assumes additional responsibilities. Customers are responsible for the following:

A. Customer is responsible for placing orders for service, paying all charges for service rendered by Carrier, and complying with Carrier's regulations governing the service. Customer is also responsible for assuring that its users comply with regulations.

B. When placing an order for service, Customer must provide:

- 1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
- 2. the name(s), telephone number(s), and address(es) of the Customer contact person(s).

C. Customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:

- 1. the negligence or willful act of Customer or user,
- 2. improper use of service; or
- 3. any use of equipment or service provided by others.

**2.6.2 Availability of Service for Maintenance, Testing, and Adjustment**

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

**2.6.3 Credit Allowances**

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Host Network, Inc.

Original Sheet 11

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Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Carrier.

A. Credit allowances for failure of service or equipment starts when Customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.

B. Customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer provided facilities, any act or omission of the Customer, or in wiring or equipment connected to the terminal.

C. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:

1. interruptions of service resulting from Carrier performing routine maintenance;
2. interruptions of service for implementation of a Customer order for a change in the service;
3. interruptions caused by negligence of Customer or his authorized user, or
4. interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

2.6.4 Cancellation by Customer

A. Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if Customer cancels prior to the expiration of a one-year or multi-year service agreement. Such termination charge will be equal to one month's usage as projected in the Carrier's proposal for service, or the actual average monthly usage to date, whichever is higher, plus the monthly account charge for the remainder of the contract period.

B. If Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before the service begins, before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and Carrier, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by Customer. Such charge will be determined on a case-by-case basis.

2.6.5 Payment and Charges for Service

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Host Network, Inc.

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**MISSOURI  
Public Service Commission**

A. Charges for service are applied on recurring and nonrecurring bases. Service is billed on a monthly basis. Service continues to be provided until canceled by Customer or by Carrier in accordance with provisions of this Tariff.

B. Payment will be due twenty-one (21) days from the rendition of a bill, except under the circumstances that permit Carrier to collect sooner, as prescribed in 4 CSR 240-33.040 1 (3). A nonrecurring 1.5 percent per month penalty fee (unless a lower rate is prescribed by law in which event at the highest rate allowable by law) will accrue upon any unpaid amount commencing 30 days after rendition of the bill.

C. The Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated at the Customer's number(s); received at the Customer's number(s); billed to the Customer's number(s) via third-party billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. The initial billing may include the account set-up charge where applicable. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

D. Service may be denied or discontinued at Carrier's discretion, for non-payment of amounts due to Carrier, past the due date. Restoration of service will be subject to all applicable installation charges.

E. Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees.

F. Customers of inbound toll free services (e.g., 800, 888) are responsible for payment for all calls placed to or via Customer's toll free service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of Customer's service by Customer-provided systems, equipment, facilities, or services interconnected to Customer's toll free service, or use, misuse, or abuse occasioned by third parties, including, without limitation, Customer's employees, other common carriers, or members of the public who dial Customer's toll free service number(s) by mistake. Carrier reserves the right to not switch Customer's toll free number(s) to another carrier until Customer has paid in full all amounts owned to Carrier for such toll free service.

2.6.6 Application of Charges

The charge for service are those in effect for the period that service is furnished. If the charge for a period covered by a bill changes after the bill has been rendered, the bill will be adjusted to reflect the new charges.

2.6.7 Deposits

Carrier does not require or accept deposits.

2.6.8 Bad Check Charge

Carrier will bill Customer a one-time charge of \$25.00 if Customer's check for payment of service is returned for insufficient of uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

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Host Network, Inc.

**2.7 RESPONSIBILITY OF CARRIER**

**2.7.1 Calculation of Credit Allowance**

Pursuant to limitations set forth in Section 2.6.3, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. Customer shall be credited for an interruption of two hours or more for as long as the interruption continues.
- C. When a minimum usage charge is applicable and Customer fails to meet the minimum usage charge because of a service interruption, a credit shall be applied against that minimum usage charge in the following manner. For each period of two hours that the interruption continues the credit shall equal 1/360th of the monthly minimum charge. Note: in this instance a fractional period of more than one hour shall be treated as a two hour period.
- D. If notice of a dispute as to charges is not received in writing by Carrier within 30 days after billing is received by the Customer, the invoice shall be considered correct and binding on the Customer, unless extraordinary circumstances are demonstrated.

**2.7.2 Cancellation of Credit**

Where Carrier cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

**2.7.3 Disconnection of Service by Carrier**

Carrier may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. After ten days written notice, for non-payment of any sum due to Carrier for service for more than 30 days beyond the date of rendition of the bill for such service. Notice of disconnection shall be separate and apart from the regular monthly bill for service;
- B. After ten days written notices, in the event of a violation of any regulation governing the service under this Tariff;
- C. Without notice, in the event of a violation of any law, rule, or regulation of any government authority having jurisdiction over the service;

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MISSOURI**

By:

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Beverly Hills, California 90212

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D. Without notice in the event Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction; or

E. In the event of fraudulent use of Carrier's network, Carrier will discontinue service and/or seek legal recourse to recover all costs involved in enforcement of this provision.

2.7.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days by 30 days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

2.8 RESTORATION OF SERVICE

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

2.9 TAXES

Customer will be billed and is responsible for payment of applicable local, state, and federal taxes assessed in conjunction with service used.

2.10 TIMING OF CALLS

Chargeable time begins when two way communications is possible between the Customer and the calling or called station, and the call ends when either station "hangs up."

2.11 START OF BILLING

For billing purposes, the start of service is the day following acceptance by the Customer of Carrier's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by Carrier of notification of cancellation as described in Section 2.6.4 of this Tariff.

2.12 INTERCONNECTION

2.12.1 Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitation established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Carrier and other participating carriers shall be provided at the Customer's expense.

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2.12.2 Interconnection with 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 his or her customer provided terminal equipment of communications systems with Carriers' facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 DESCRIPTION OF PROPOSED SERVICES

3.1.1 1+ Switched Inbound and Outbound - Long distance interexchange service billed in six-second increments.

3.1.2 1+ Dedicated Inbound and Outbound - Long distance interexchange service billed in six-second increments.

3.1.3 Calling Cards - A calling card service that may be accessed from any touch tone or rotary telephone, billed in one-minute increments.

3.1.4 Directory Assistance - Directory assistance.

3.1.5 Special Services - Rates for services offered on an individual case basis will be structured to recover costs of providing such service. Terms of specific individually cost based contracts will be made available to the Commission on request on a proprietary basis. Special services are not applied to switched services.

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SECTION 4 - RATES AND CHARGES

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4.1 1+ SWITCHED INBOUND AND OUTBOUND

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Rate per minute: \$0.199  
Each additional minute: \$0.199

4.1.1 Customers with term commitments will qualify for discounts between ten and 25 percent depending upon the number of months in the term plan. Toll free customers will not receive term plan discounts. Customers with term commitments who terminate those commitments before the term ends will be required to pay the difference between the Tariff rate and the discounted rates for all usage on Carrier's network during the term.

One year term commitment - 10 percent discount  
Two year term commitment or longer - 25 percent discount

4.1.2 Volume discounts will be awarded in increments of five percent for each \$50.00 of usage or fraction thereof.

<u>Dollar amount of usage</u>	<u>Percent Discount</u>
\$ 0 - 50	0 percent discount
\$ 51-100	5 percent discount
\$ 101-150	10 percent discount
\$ 151 and above	15 percent discount

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4.1.3 A \$15.00 account fee will be imposed on all accounts with high intrastate traffic utilizing one or more discount plans. Customers may request account codes, which range from \$5.00 to \$15.00 per month.

Unverified account codes - \$5.00 for unlimited numbers  
Verified account codes - \$15 for group 1-30  
\$15 thereafter for each group of 30

Account fees may be reduced or waived during promotional periods and/or in cases where customers sign up for more than one location.

4.2 1+ DEDICATED INBOUND AND OUTBOUND

Rate per minute: \$0.149  
Each additional minute: \$0.149

4.2.1 Customers will be billed the local exchange carrier rates for the dedicated access line.

4.2.2 Customers with term commitments will qualify for discounts between ten and 25 percent depending upon the number of months in the term plan. Toll free customers will not receive term plan discounts. Customers with term commitments who terminate those commitments before the term ends will be required to pay the difference between the Tariff rate and the discounted rates for all usage on Carrier's network during the term.

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One year term commitment	-	10 percent discount
Two year term commitment	-	15 percent discount
Three year term commitment or longer	-	25 percent discount

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4.2.3 Volume discounts will be awarded in increments of three percent for each \$10,000.00 of usage or fraction thereof.

<u>Dollar amount of usage</u>	<u>Percent Discount</u>
\$ 0 - 9,999	0 percent discount
\$ 10,000 - 19,999	3 percent discount
\$ 20,000 - 29,999	6 percent discount
\$ 30,000 and above	9 percent discount

4.2.4 A \$15.00 account fee will be imposed on all accounts with high intrastate traffic utilizing one or more discount plans. Customers may request account codes, which range from \$5.00 to \$15.00 per month.

Unverified account codes	-	\$5.00 for unlimited numbers
Verified account codes	-	\$15 for group 1-30 \$15 thereafter for each group of 30

Account fees may be reduced or waived during promotional periods, subject to regulations of the Missouri Public Service Commission, and/or in cases where customers sign up for more than one billing location.

4.3 CALLING CARDS

Rate per minute:	\$0.25
Surcharge per call:	\$0.25

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4.4 DIRECTORY ASSISTANCE

Rate per call:	\$0.79
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