

Telecommunications Service

TITLE SHEET

MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF
OF
VIVA TELECOM, L.L.C.

This Tariff applies to the Long Distance Telecommunications Services furnished by Viva Telecom, L.L.C., with principal offices at 1844 South 3850 West, Suite A, Salt Lake City, Utah, 84104, between one or more points in the State of Missouri. This Tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Viva Telecom, L.L.C. operates as a competitive telecommunications company within the state of Missouri.

Issued: July 29, 2002

Effective: September 12, 2002

Issued by:

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WAIVER OF RULES AND REGULATIONS

Viva Telecom, L.L.C., is a competitive interexchange carrier in the state of Missouri, and as such, has been granted waivers from the following statutes and Commission rules pursuant to Section 392.420 RSMo.:

STATUTES

392.210.2	Uniform System of Accounts
392.240.1	Just & Reasonable Rates
392.270	Ascertain Property Values
392.280	Depreciation Accounts
392.290	Issuance of Securities
392.300.2	Acquisition of Stock
392.310	Issuance of stocks and debt
392.320	Stock dividend payment
392.330	Issuance of securities, debts & notes
392.340	Reorganization

COMMISSION RULES

4 CSR 240-10.020	Depreciation fund income
4 CSR 240-30.010(2)(C)	Rate schedules should be posed at central office
4 CSR 240-30.040	Uniform system of accounts
4 CSR 240-33.030	Inform customers of lowest price
4 CSR 240-35	Reporting of customer bypass

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EXPLANATION OF SYMBOLS

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

- C - Changed regulation
- D - Delete or Discontinue
- I - Change Resulting in an Increase to a Customer's Bill
- M - Moved from Another Tariff Location
- N - New
- R - Change Resulting in a Reduction to a Customer's Bill
- T - Change in Text or Regulation but No Change in Rate or Charge

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. 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 each page. These numbers are used to determine the most current sheet version on file with the Missouri Public Service Commission (MoPSC). For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the MoPSC follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level.

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

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SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS

Access Line: An arrangement which connects the End User's location to an interexchange switching center.

Authorization Code: A numerical code, one or more of which is available to an End User to enable him/her to access the Company, and which is used by the Company both to prevent unauthorized access to its Services and to identify the End User for billing purposes.

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

Calling Station: The originating point of a call (i.e., the calling number).

Company: Viva Telecom, L.L.C. ("Viva"), a Utah limited liability company.

Customer: Any person, firm, partnership, corporation, or other entity furnished telecommunications Services under the provisions and regulations of this Tariff and that is responsible for payment of the charges and for compliance with the Company's tariff regulations.

End User: Any person who purchases a Customer's prepaid calling card.

Incomplete Call: Any calls where voice transmission between the Calling Station and the Called Station is not established (i.e., busy, no answer, etc.)

LATA: Local Access and Transport Area. A geographic area established as required by the modification of Final Judgment entered in *United States v. Western Electric Co., Inc.*, 552 F. Supp. 131 (D.D.C. 1982), within which a local exchange company provides communication service.

Local Exchange Company: A telephone company utility which provides local telecommunications services to a specific geographical area for business and residential End Users.

Pay Telephone: A telephone instrument equipped with devices that permit the instrument to access the Company's Services and that is authorized to provide such Services and conforms with state and federal regulations governing such equipment.

Service: All telecommunications Services provided by the Company to its Customers.

Unit: A measurement of telecommunications Service.

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SECTION 2 RULES AND REGULATIONS

2.1 Application of Tariff

2.1.1 This Tariff contains the regulations and rates applicable to intrastate resale telecommunications Services provided by Viva Telecom, L.L.C. ("Viva") for telecommunications between points within the State of Missouri. Viva's Services are furnished subject to the availability of products or facilities and subject to the terms and conditions of this Tariff.

2.1.1.A The Services of Viva are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or Services, but do involve the resale of Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers who may be subject to the jurisdiction of this Commission.

2.1.1.B The rates and regulations contained in this Tariff apply only to the Services furnished by Viva and do not apply unless otherwise specified, to the lines, facilities, or Services provided by a local exchange telephone company or other common carrier for use in accessing the Services of Viva.

2.1.1.C The Services of Viva are furnished to Viva's Customer.

2.2 Use of Services

2.2.1 Viva's Services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of Services.

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Rules and Regulations, continued

- 2.2.2 The use of Viva'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.
- 2.2.3 The use of Viva's Services without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false credit cards is prohibited.
- 2.2.4 Viva's Service area is available for use twenty-four hours per day, seven days per week.
- 2.2.5 Viva does not transmit messages pursuant to this Tariff, but its Services may be used for that purpose.
- 2.2.6 Viva's Services may be denied for nonpayment of charges or for other violations of this Tariff.

2.3 Liabilities of the Company

- 2.3.1 Viva shall not be liable for loss or damage sustained by reason of any failure in or breakdown of facilities associated with Viva's Services or for any interruption or delay of Services, whatever shall be the cause of such failure, breakdown, or interruption, and whether negligent or otherwise, and however long it shall last. In no event shall Viva's liability for any Service exceed the charges applicable under this Tariff for such Service.
- 2.3.2 Viva shall be indemnified and saved harmless by any Customer or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its Services; and against all other claims arising out of any act or omission of an Customer or of any other entity in connection with the Services provided by Viva.

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Rules and Regulations, continued

- 2.3.3 Viva is not liable for any act or omission of any entity furnishing facilities or Services connected with or provided in conjunction with the Services of Viva.
- 2.3.4 Viva shall not be liable for any personal injury, or death of any person or persons, nor for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its Services, whatever shall be the cause, and whether negligent or otherwise.
- 2.3.5 Viva shall not be liable for and shall be indemnified and saved harmless by any Customer or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any Customer or any other entity or any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the Customer or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of Services, facilities or equipment provided by Viva which is not the direct result of Viva's negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of Viva.
- 2.3.6 Viva shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.4 Responsibilities of the Customers
- 2.4.1 The Customer is responsible for payment for the use of Viva's Services and for complying with tariff regulations.
- 2.4.2 The Customer must pay Viva for replacement or repair of damage to the equipment or facilities of Viva caused by negligence or willful act of the Customer or others, by improper use of the Services, or by the use of equipment provided by the Customer or others.

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Rules and Regulations, continued

2.4.3 The Customer is responsible for compliance with the applicable regulations set forth in this Tariff.

2.5 Suspension, Interruption or Termination of Service

Without incurring liability, Viva may terminate or suspend Services to a Customer or may withhold the provision of ordered or contracted Services if any of the following circumstances occur:

2.5.1 Without notice, if a Customer violates any of the provisions of this Tariff;

2.5.2 Without notice, if, by reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority, Viva is prohibited from furnishing its Services.

2.5.3 Without notice, if a Customer uses the Service in such a manner as to adversely affect the Company's network or the Company's Service to others;

2.5.4 Without notice, if a Customer tampers with equipment owned and furnished by Company;

2.5.5 With notice, if a Customer violates any statute, law, municipal ordinance, or any rule or regulation of any state or federal regulatory agency relating to communications, or otherwise fails to comply with this Tariff; or

2.5.6 With notice, if a Customer fails to permit Company reasonable access to such locations as may be necessary for maintenance or repair of facilities used by Company to provide Service to Customer.

2.5.7 For nonpayment of any sum due Viva for the provision of any communications Services to the Customer. Suspension or termination of Service shall not be made without five (5) working days' written notice to the Customer, except in extreme cases. Service shall not be terminated for nonpayment of a bill rendered unless:

2.5.7.A The Company shall have verified that payment has not been received at any office of the Company, or at any office of an authorized collection agent, through the end of the period indicated in the notice.

2.5.7.B The Company shall have checked the Customer's payment record on the day termination occurs.

Rules and Regulations, continued

The Customer's Service may, at Company's sole discretion, be reinstituted upon receipt of full payment of the undisputed portion of the balance due. Service shall not be terminated on account of nonpayment of any amount that is subject to bona fide dispute pursuant to the

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provisions of this Tariff, but any such dispute shall not relieve the Customer of the obligation of paying all undisputed amounts in a timely manner.

2.5.8 Viva may interrupt the provision of Services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Viva equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

2.5.9 Service may be discontinued by Viva, without notice to the Customer, by blocking traffic to certain countries, cities, or exchanges, or by blocking calls using certain Customer account numbers, when Viva deems it necessary to take such action to prevent unlawful use of its Service. Viva will restore Service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new account number to replace the one that has been deactivated. Viva reserves the right to block certain destinations for terminating calls for any reason.

2.6 Termination by Customer

Except as otherwise agreed between the Customer and Company, Service may be terminated by the Customer at any time, subject to payment in full of all charges that are due and are undisputed for the period Service is rendered.

2.7 Billing of Calls

All charges due by the Customer are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

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Rules and Regulations, continued**2.8 Billing Arrangements**

2.8.1 Late Payment Charges. Charges will be invoiced on a monthly basis. Invoices will be due upon receipt, and delinquent 30 days thereafter. Delinquent accounts will accrue interest at the rate of 1.5% per month, or the highest rate authorized under Missouri law.

2.8.2. Return Check Charges. A return check charge not to exceed the maximum amount allowed by state law will be assessed for checks returned for insufficient funds. In the event of suit for payment, Viva may recover all its costs expended therein, including reasonable attorneys' fees.

2.9 Restoration of Service.

A reconnection fee of \$25.00 per occurrence is charged when Service is reestablished for Customers who had been disconnected for nonpayment.

2.10 Validation of Credit.

Viva reserves the right to validate the creditworthiness of Customers through available verification procedures. Where a requested billing method cannot be validated, the Customer may be required to provide an acceptable alternative billing method or Viva may refuse to place the call.

2.11 Payment and Billing

2.11.1 Service is provided and billed on a monthly basis, beginning on the date that Service becomes effective. Payment is due thirty (30) days after the postmarked date of the Customer's bill.

2.11.2 Accounts shall be delinquent when payment is not received by thirty (30) days after the postmarked date of the Customer's invoice. Discounts for prompt payment are not offered by the Company.

2.11.3 The Customer is responsible for payment of all charges for Services furnished to the Customer or the Customer's authorized End Users. Nonrecurring charges will appear on the first monthly bill rendered after Service is initiated. Recurring charges are

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Rules and Regulations, continued

billed monthly in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

2.11.4 Company will provide a toll free telephone number 800-373-3963, for inquiries regarding bills or Service. Company may change the toll free number by a notice appearing on Customer's bill. This toll free number will be answered approximately 24 hours per day. Voice Mail messages may be left during the down time in which a live voice does not answer and will be responded to in a prompt manner.

2.11.5 Billing disputes: All bills are presumed accurate. In the case of a billing dispute between the Customer and the Company for Service furnished to the Customer, which cannot be settled with mutual satisfaction by a telephonic inquiry, the Customer may request in writing, and the Company will provide, an in depth review of the disputed amount. If the Customer is dissatisfied with this review, the Customer may contact the Missouri Public Service Commission at:

Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

2.11.6 Re-establishment of credit: A Customer whose Service has been discontinued for non-payment of bills will be required to pay the unpaid balance due the Company for the premises for which Service is to be restored. Restoration of Service will be subject to all applicable installation charges.

2.12 Deposits

The Company does not require a deposit from the Customer.

2.13 Taxes

All state and local taxes (e.g., sales tax, municipal utilities tax) and applicable foreign taxes are listed as separate line items and are not included in tariffed rates for such Services. All charges and fees subject to MoPSC jurisdiction, except taxes and franchise fees, will be submitted to the MoPSC for prior approval.

2.14 Certification

Customers must be certificated as required by the Missouri Public Service Commission.

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SECTION 3 DESCRIPTION OF SERVICE

3.1 Timing of Calls

3.1.1. Billing for calls placed over the Viva network is based in part on the duration of the call. Timing of each call begins when the Customer connects to the Viva network and ends when the calling or called party hangs up.

3.1.2. There shall be no charge for calls which ring "busy" or "no answer".

3.2 Minimum Call Completion Rate

A Customer can expect a call completion rate of not less than 98% during peak use periods for all FGD services ("1+" dialing).

3.3 Service Offerings

Viva offers long distance Service to its Customers, who resell the Service to End Users via prepaid calling cards. Service is available twenty-four (24) hours per day, seven (7) days a week. Viva's Customers sell cards in various denominations and with various rates and charges, all as determined by the Customer. Viva's facilities are used to provide Service via the Customer's calling cards. The platforms of each Customer's various cards are programmed into Viva's equipment. Viva's processor tracks the call duration and destination of the End User's call for rating purposes on a real time basis. The total price of each call, based upon the platform determined by the Customer, is deducted from the prepaid amount on the End User's phone card

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SECTION 4 RATES AND CHARGES

- 4.1 Viva will charge \$0.041 per minute. In addition to the per minute rate, Viva charges Customers \$0.26 for each call made by an End User from a pay phone.

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