

**TITLE PAGE**

**INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES**

This tariff applies to the resold and facilities-based intrastate interexchange telecommunications services furnished by Big River Telephone Company, LLC (“Big River ” or “Company”) between one or more points in the State of Missouri. This tariff applies to residential and business customers. This tariff is on file with the Public Services Commission of Missouri, and copies may be inspected, during normal business hours, at the Company’s principal place of business, 24 S. Minnesota Ave., Cape Girardeau, Missouri, 63703. This tariff complies with Missouri Public Service Commission rules and Missouri statutes applicable to the Company.

**BIG RIVER TELEPHONE COMPANY, LLC IS A  
COMPETITIVE TELECOMMUNICATIONS COMPANY  
UNDER THE REVISED STATUTES OF MISSOURI**

August 23, 2003

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Big River Telephone Company, LLC

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**LIST OF WAIVERS**

Big River Telephone Company, LLC is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived:

**Statutes**

Section 392.210.2	Uniform system of accounts used for annual reports
Section 392.240 (1)	Ratemaking
Section 392.270	Property valuation (ratemaking)
Section 392.280	Depreciation accounts
Section 392.290	Issuance of securities
Section 392.300.2	Acquisition of stock
Section 392.310	Stock and debt issuance
Section 392.320	Stock dividend payments
Section 392.330	Issuance of securities, debt and notes
Section 392.340	Reorganization(s)

**Commission Rules**

4 CSR 240-10.020	Income on Depreciation Fund Investments
4 CSR 240-30.010(2)(C) <sup>1</sup>	Posting of exchange rates at central operating offices
4 CSR 240-30.040	Uniform System of Accounts
4 CSR 240-33.030	Informing Customers of Lowest Priced Services
4 CSR 240-35 <sup>2</sup>	Reporting of Bypass and Customer-Specific Arrangements

<sup>1</sup> Now rule number 4 CSR 240-3.545(2)(C)

<sup>2</sup> Rule repealed.

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**TARIFF FORMAT SHEET**

1. **Page Numbering.** Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. New pages may occasionally be added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.
2. **Page Revisions Numbers.** Page Revision Numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page revision on file with the Public Utility Commission of Missouri. For example, the fourth revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, *etc.*, the most current page number on file with the Commission is not always the tariff page in effect. Business Customers should consult with check sheet for the page currently in effect.
3. **Paragraph Numbering Sequence.** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
  - 1.
  - 1.1.
  - 1.1.1.
  - 1.1.1.A.
  - 1.1.1.A.1.
  - 1.1.A.1.(a)
  - 1.1.1.A.1.(a)(I)
  - 1.1.1.A.1.(a)(I)(i)
  - 1.1.1.A.1.(a)(I)(i)(1)
4. **Check List of Effective Pages.** When a tariff filing is made with the Commission, an updated Check List of Effective Pages (“Check List”) accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check List 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 the Check List if these are the only changes made to it (i.e., the format, *etc.*). Customers should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.
5. **Symbols Used in This Tariff.**
  - (AT) To signify addition to text.
  - (C) To signify a correction.
  - (CP) To signify a change in practice.
  - (CR) To signify a change in rate.
  - (CT) To signify a change in Text.
  - (DR) To signify a discontinued rate.
  - (FC) To signify a change in format lettering or numbering.
  - (MT) To signify moved text.

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**SECTION 1 - DEFINITIONS**

Account - Either a Customer’s physical location or individual Service represented by a unique account number within the Billing Hierarchy. Multiple Services each with a unique account number may be part of one physical location.

Alternative Local Exchange Carrier (“ALEC”) or Competitive Local Exchange Carrier (“CLEC”) - means any entity or person providing local exchange services in competition with an ILEC or LEC.

Application for Service - The Big River order process that includes technical, billing and other descriptive information provided by the Customer that allows Big River to provide requested communications Services for the Customer and Customer’s Authorized Users. Upon acceptance by Big River, the Application for Service becomes a binding contract between the Customer and Big River for the provision and acceptance of Services.

Authorization Code - A multi-digit code that enables a Customer to access Big River’s network and enables Big River to identify the Customer’s use for proper billing. Also called a Personal Identification Code or PIN.

Authorized User - A person, firm, or corporation, who is authorized by the Customer to be connected to the Service of the Customer.

Billing Hierarchy - Allows Customers to combine multiple accounts and Services into a single billing structure. Business Customers can choose whether to have all Services invoiced together, invoiced separately, or in any combination thereof. In addition, the Business Customer may specify where the invoices are to be sent and who is to receive them.

BTN: Billed Telephone Number, may consist of one or more WTNs.

Business Hours - The phrase “business hours” means the time after 8:15 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

Business Office - The phrase “business office” means the primary location where the business operations of Big River are performed and where a copy of Big River’s tariff is made available for public inspection. The address of the business office is 24 S. Minnesota Ave., Cape Girardeau, Missouri, 63703.

Business Customer: A Customer whose use of the Services is primarily or substantially for a business, professional, institutional, or occupational purpose.

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).

Calling Area - A specific geographic area so designated for the purpose of applying a specified rate structure.

Carrier - The term “Carrier” means Big River Telephone Company, LLC.

Central Office - A Local Exchange Carrier’s office where a Customer’s lines are terminated for the purpose of offering local telephone service and to connect with interexchange carriers.

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**SECTION 1 – DEFINITIONS (cont’d)**

Competitive Local Exchange Carrier (“CLEC”) or Alternative Local Exchange Carrier (“ALEC”) - means any entity or person providing local exchange services in competition with an ILEC or LEC.

Commission – Missouri Public Services Commission (“MPSC”).

Company - The term “Company” means Big River Telephone Company, LLC.

Customer - The person, firm, company, corporation, or other entity, having a communications requirement of its own that is responsible for the payment of charges and for compliance with this Tariff. See “End User”.

Customer-Provided Equipment - Telecommunications equipment provided by a Customer used to originate calls using Big River’s service located at the originating location.

Day - The term “day” means 8:00 A.M. to, but not including, 5:00 P.M. local time at the originating city, Monday through Friday, excluding Company specific holidays.

Delinquent or Delinquency - An account for which payment has not been made in full on or before the last day for timely payment.

Digital Transmission - Information transmitted in the form of digitally encoded signals.

End User - The ultimate user of the telecommunications services and who orders service and is responsible for payment of charges due in compliance with the Company’s price list regulations. See “Customer”.

Exchange Area - A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified area where individual telephone exchange companies hold themselves out to provide communications services.

Facility (or Facilities) - Any item or items of communications plant or equipment used to provide or connect to Big River Services.

FCC - Federal Communications Commission.

Holiday - The term “holiday” means 8:00 A.M. to, but not including, 11:00 P.M. local time at the originating city on all Company-specific holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

Incumbent Local Exchange Carrier (“ILEC”) or Local Exchange Carrier (“LEC”) - is any local exchange carrier that was as of February 8, 1996 deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. 69.601(b) of the FCC’s regulations.

Incomplete Call - Any call where voice transmission between the calling party and the called station is not established (*i.e.*, busy, no answer, etc.).

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**SECTION 1 – DEFINITIONS (cont’d)**

Interexchange Carrier (IXC) - A common carrier that provides long distance domestic and international communication services to the public.

Local Access Transport Area (“LATA”) - The phrase “Local Access Transport Area” means a geographical area established by the U.S. District Court for the District of Columbia in *United States v. Western Electric Co., Inc.*, 552 F. Supp. 131 (D.D.C. 1982), within which a local exchange company provides communication services.

Local Exchange Company (LEC) - A company that furnishes local exchange telephone services.

Local Exchange Service - is an arrangement which connects the End User’s location to the LEC’s network switching center, thereby allowing End User to transmit and receive local calls within the End User’s local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State commission, then defined in the LEC’s State Tariffs.

Location - A physical premise to or from which Big River provides Service.

NXX - The designation for the first three digits of a local telephone number where N represents 2-9 and X represents 0-9.

Night/Weekend - The words “night/weekend” mean 11:00 P.M. to, but not including, 8:00 A.M. local time in the originating city, all day on Saturday, and all day Sunday, except from 5:00 P.M. to, but not including, 11:00 P.M.

Non-Business Hours - The phrase “non-business hours” means the time period after 5:00 P.M. and before 8:15 A.M., Monday through Friday, all day Saturday, Sunday, and on holidays.

NPA - An area code, otherwise called numbering plan area.

Other Common Carrier - The term “other common carrier” denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications services.

Premises - A building or buildings on contiguous property (except railroad rights-of-way, etc.).

Primary Interexchange Carrier (PIC) - The interexchange carrier to which a switched access line is presubscribed.

Regular Billing - A standard bill sent in the normal monthly Big River billing cycle. This billing consists of one bill for each account assigned to the Customer with explanatory detail showing the derivation of the charges.

Residential Service - The phrase “residential service” means telecommunication services used primarily as nonbusiness service.

Residential Customer – A Customer whose use of the Service is primarily or substantially of a social or domestic nature; and business use, if any, is incidental.

Services - Big River’s regulated common carrier communications services provided under this Tariff.

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**SECTION 1 – DEFINITIONS (cont’d)**

Subscriber - The term “Customer” is synonymous with the term “subscriber”.

Switch - The term “switch” denotes an electronic device that is used to provide circuit sharing, routing, and control.

Timely Payment - A payment on a Customer’s account made on or before the due date.

Underlying Carrier - A provider of interstate and/or intrastate interexchange telecommunications services from whom Big River acquires services that it resells to Customers.

WTN – Working Telephone Number.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of Big River

- 2.1.1 Big River undertakes to provide intrastate interexchange telecommunications services within the State of Missouri on the terms and conditions and at the rates and charges specified herein.
- 2.1.2 Big River installs, operates and maintains the communication Services provided hereunder in accordance with the terms and conditions set forth under this Tariff. It 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 the Big River network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.3 Big River's Services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

### 2.2 Use of Service

- 2.2.1 Services provided under this Tariff may be used only for the transmission of communications in a manner consistent with the terms of this Tariff and regulations of the Commission.
- 2.2.2 Services provided under this Tariff shall not be used for unlawful purposes. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used in violation of the law.

### 2.3 Limitations

- 2.3.1 Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this Tariff. The obligation of Big River to provide Service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet the Customer's order for Service. Big River will make all reasonable efforts to secure the necessary facilities.
- 2.3.2 Big River reserve the right to limit or to allocate the use of existing facilities, or to additional facilities offered by Big River, when necessary because of lack of facilities, relevant resources, or due to causes beyond Big River's control. In addition, Big River reserves the right to discontinue Service when the Customer is using the Service in violation of law or the provisions of this Tariff.
- 2.3.3 Big River does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission nor for failure to establish connections.
- 2.3.4 Big River reserves the right to refuse service to Customers due to insufficient or invalid charging information.
- 2.3.5 Big River may block calls that are made to certain numbers, cities or central office exchanges, or use certain Authorization Codes as Big River, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Service

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**SECTION 2 - RULES AND REGULATIONS**

**2.3. Limitations (cont'd)**

2.3.6 Big River will use reasonable efforts to maintain the facilities and equipment that it furnishes to the Customer. Big River may substitute, change, or rearrange any equipment or facility at any time and from time to time. Big River shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, Big River will give the Customers who may be affected reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at time that will cause the least inconvenience. When Big River is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

**2.4 Liabilities of Big River**

- 2.4.1 Big River's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the installation, provision, termination, maintenance, repair, or restoration occurring in the course of furnishing service, channels, or other facilities, and not caused by the negligence of the Subscriber, commences upon activation of service. In no event does Big River's liability exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects occur. For the purposes of computing such amount, a month is considered to have thirty (30) days. Credit will be calculated pursuant to Section 2.9 of this Tariff. Big River's liability for gross negligence or intentional misconduct is not limited by this tariff.
- 2.4.2 When the facilities of other carriers are used in establishing connections to points not reached by Big River's facilities, Big River is not liable for any act or omission of the other carrier(s). The Customer will indemnify and save harmless Big River from any third-party claims for such damages referred to in Section 2.4.1.
- 2.4.3 In no event will Big River be responsible for consequential damages or lost profits suffered by a Customer as a result of interrupted or unsatisfactory service. Big River will not be liable for claims or damages resulting from or caused by: (i) Customer's fault, negligence or failure to perform Customer's responsibilities; (ii) claims against Customer by another party; (iii) any act or omission of any other party; or (iv) equipment or service furnished by a third party.
- 2.4.4 Big River does not guarantee or make any warranty with respect to any equipment provided by it or leased on the Customer's behalf where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer shall indemnify and hold Big River harmless from any and all loss, claims, demands, suits or other actions, or any

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**SECTION 2 - RULES AND REGULATIONS**

**2.4. Liabilities of Big River (cont'd)**

liabilities whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or 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 such equipment so used.

- 2.4.5 Big River is not liable for any defacement of, or damage to, the premises of a Customer resulting from the furnishing of services or the attachment of equipment, instruments, apparatus, and associated wiring furnished by Big River on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of Big River negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of Big River without written authorization. The Customer will indemnify and save harmless Big River from any claims of the owner of the Customer's premises or other third party claims for such damages.
- 2.4.6 Big River and Customer shall be excused from performance under this Tariff and under the application for service for any period, and to the extent that the party is prevented from performing any service pursuant hereto, in whole or in part, as a result of delays caused by the other party or an Act of God, governmental agency, war, civil disturbance, court order, lockouts or work stoppages or other labor difficulties, third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors), or other cause beyond its reasonable control, including failures or fluctuations in electrical equipment, and such nonperformance shall not be deemed a violation of this Tariff or of the application for service or grounds for termination of service. Both parties retain all rights of recourse against any third parties for any failures which may create a force majeure condition for the other party.
- 2.4.7 Big River is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-provided equipment that are transmitted or carried on the Big River network.
- 2.4.8 Where there is a connection via Customer-provided terminal equipment or Customer-provide communications systems, the point of demarcation shall be defined as the Big River facility that provides interconnection. Big River shall not be held liable for Customer-provided access media or equipment. Any maintenance service or equipment arrangements shall be addressed on an individual case basis.

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**SECTION 2 - RULES AND REGULATIONS**

**2.4. Liabilities of Big River (cont'd)**

- 2.4.9 Big River will not be responsible if any changes in its service cause hardware or software not provided by Big River to become obsolete require modification or alternation, or otherwise affect the performance of such hardware or software.
- 2.4.10 The Company shall use reasonable efforts to make services available by the estimated service date. The Company shall not be liable for any damages whatsoever resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures. Such delays shall include, but not be limited to delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by our vendor(s), and any delays due to any LEC where the Company is relying upon such LEC to meet such estimated due date which is beyond the Company's control.
- 2.4.11 With respect to the services, materials and equipment provided hereunder, Big River makes no promises, agreements, understandings, representations or warranties, expressed or implied, and hereby expressly disclaims all warranties, expressed or implied, not stated in this Tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.

**2.5 Responsibilities of the Customer**

- 2.5.1 The Customer must initiate a service order pursuant to Section 2.6 of this Tariff.
- 2.5.2 The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by Big River, except upon the written consent of Big River. The equipment Big River provides or installs at the Customer premises for use in connection with the service Big River offers shall not be used for any purpose other than for which it was provided.
- 2.5.3 The Customer shall ensure that the equipment and/or system is properly interfaced with Big River's facilities or service. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Big River will permit such equipment to be connected with its channels without the use of protective interface devices.
- 2.5.4 The Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using Big River's service. The Customer shall be responsible for payment of all applicable charges for services provided by Big River and charged to the Customer's accounts, even where those calls are originated by fraudulent means either from Customer's premises or from remote locations.

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**SECTION 2 - RULES AND REGULATIONS**

**2.5. Responsibilities of the Customer (cont'd)**

- 2.5.5 Big River shall be indemnified and held harmless by the Customer against claims of libel, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over Big River's service, against claims for infringement of patents arising from, combining with, or using in connection with, service, Big River's apparatus and systems of the Customer; against all other claims arising out of any act or omission of the member in connection with Big River's service. The Customer shall be liable for:
  - 2.5.5.A Loss due to theft, fire, flood, or other destruction of Big River's equipment or facilities on Customer's premises.
  - 2.5.5.B Reimbursing Big River for damages to facilities or equipment caused by the negligence or willful acts of the Customer's officers, employees, agents or contractors.
  - 2.5.5.C Charges incurred with interconnect or local operating companies for service or service calls made to the Customer's premises or on the Customer's leased or owned telephonic equipment unless Big River specifically authorizes said visit or repairs in advance of the occurrence and Big River agrees in advance to accept the liability for said repairs or visit.
  - 2.5.5.D Payment for all Big River service charges incurred through usage or direct action on the part of the Customer.
- 2.5.6 The Customer may be required to verify in writing that it is duly authorized to order service at all locations designated by the Customer for service, and assumes financial responsibility for all locations designated by the Customer to receive Big River's services. If the verification (i.e., a letter of authorization) cannot be produced within five (5) calendar days of the request, the presubscription of the Customer's locations are considered unauthorized.
- 2.5.7 The Customer shall not use the Big River name, logo or trademark in any promotional materials, contracts, Tariffs, service bills, etc., without expressed written authorization from Big River. The Customer shall not use the Big River name, logo or trademark in any pre-sale activities. The Customer is prohibited from using Big River's name or trademark on any of the Customer's products or services.
- 2.5.8 Customer may not assign or transfer any of its rights or services ordered without the prior written consent of Big River. Big River may assign any service orders to its parent company or any affiliate or successor. Big River will notify Customers of any such assignment.

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**SECTION 2 - RULES AND REGULATIONS**

**2.6 Application for Service**

- 2.6.1 Applicants wishing to obtain service must initiate a service order which may include the Customer’s authorization for Big River to instruct other carriers and vendors and the appropriate LEC to provide certain services on the Customer’s behalf. Big River will obtain the proper authorization from the Customer where necessary, pursuant to Commission regulations.
- 2.6.2 An Application for Service may be changed by Customer upon written notice to Big River, subject to acceptance and confirmation by Big River, provided that a charge shall apply to any change when the request is received by Big River after notification by Big River of the acceptance and confirmation. Such charge shall be the sum of the charges and costs for access facilities and other services and features and the lesser of (i) the monthly recurring rate for each service component that has been canceled as a result of the change times the appropriate minimum service period, plus the applicable installation or non-recurring charges, and (ii) the costs incurred by Big River in accommodating each change, less net salvage. The costs incurred by Big River will include the direct and indirect cost of facilities specifically provided or used, the costs of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.
- 2.6.3 Where the Customer or applicant cancels an Application for Service prior to the start of installation of service, lease of network elements, or prior to the start of special construction, no charge applies. Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by Big River shall apply, but in no case shall such charge exceed the charge for the minimum period of the service ordered, including applicable installation charges, if any. The costs incurred by Big River will include the direct and indirect costs of facilities specifically leased, provided or used; the cost of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.

**2.7 Establishing Credit, Deposits and Advance Payments**

- 2.7.1 Credit Requirement
  - 2.7.1.A Big River may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the end-user from complying with Big River’s policy regarding the prompt payment of bills.
  - 2.7.1.B For the purposes of this rule, “applicant” is to be defined as a person who applies for service for the first time or reapplies at a new or existing location after a previous discontinuance of service; “customer” is defined as someone who is currently receiving service.

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**SECTION 2 - RULES AND REGULATIONS**

**2.7 Establishing Credit, Deposits and Advance Payments (cont'd)**

2.7.2 Reestablishment of Credit

Any applicant who previously has been an end-user of Big River and whose service has been discontinued for nonpayment of bills shall be required, before service is rendered, to pay all amounts due Big River or execute a deferred payment agreement.

2.7.3 Deposits

Big River does not require deposits at this time.

**2.8 Payment of Charges**

2.8.1 The Customer is responsible for the payment of all charges for facilities and services furnished by Big River to the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

2.8.2 For billing of monthly charges, service is considered to be established upon the day in which Big River notifies the Customer of installation and testing of the Customer's services.

2.8.3 Usage charges will be billed monthly in arrears. Customer will be billed for all usage accrued beginning immediately upon access to the service. Customers will be billed for usage occurring during their specific 30-day billing cycle, which for purposes of computing charges shall be considered a month. The rates charged to a Customer for a billing cycle will be the rates in effect on the first day of the Customer's billing cycle.

2.8.4 Monthly charges for all access service components, provided hereunder, are billed in advance of service and reflect the rates in effect as of the date of the invoice. A Customer's first invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period.

2.8.5 Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of Big River or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, or certain major credit cards. Customer payments are considered prompt when received by Big River or its agent by the due date on the bill. Amounts not paid within twenty-one (21) days after the mail date of invoice will be considered past due. In the event that a postmark on a customer's payment received after the due date is not discernible, a three day mailing period will be presumed. If the last calendar day for remittance falls on a Sunday, legal holiday, or other day when the offices of Big River are not open to the general public, the final payment date shall be extended through the next business day. If Big River becomes concerned at

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**SECTION 2 - RULES AND REGULATIONS**

**2.8 Payment of Charges (cont'd)**

any time about the ability of a Customer to pay its bills, Big River may require that the Customer pay its bills and make such payments in cash or the equivalent of cash, as opposed to the use of checks or credit card.

- 2.8.6 If any portion of the payment is not received by Big River, or if any portion of the payment is received by Big River in funds that are not immediately available, within thirty (30) days after the date of rendition, then a late payment penalty may be assessed. The penalty for late payments shall be a 1.5% charge on the amount of the bill past due.
- 2.8.7 Any disputed charge may be brought to Big River's attention by verbal or written notification. In the case of a billing dispute between the Customer and Big River that cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection. The Customer may request an in-depth investigation into the disputed amount and a review by a Big River manager. During the period that the disputed amount is under investigation, Big River shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, Big River may discontinue service. In the event the dispute is not resolved, Big River shall inform the customer that the customer has the option to pursue the matter with the Public Service Commission.
- 2.8.8 The Customer is responsible to pay Big River for all toll calls or other third party charges resulting from the origination of calls to points outside the local exchange and for charges or calls billed to the Customer's number.
- 2.8.9 Big River may assess up to a twenty-five dollar (\$25) charge for each returned check or credit card chargeback.
- 2.8.10 If service is suspended/disconnected by Big River in accordance with the provisions of the Tariff and later restored, restoration of service will be subject to all applicable installation charges.
- 2.8.11 When circumstances prevent customers from paying their invoices in full, Big River may make special accommodations to assist customers by setting up a regular payment plan. Payment plans are only set up at the request of the customer. Payment plans are intended to function as a short-term solution and will be reviewed and approved on an individual case basis.

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**SECTION 2 - RULES AND REGULATIONS**

**2.9 Interruption of Service**

2.9.1 Credit allowance for the interruption of service that is not due to Big River's testing or adjusting, negligence of the Customer or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the Customer to notify Big River immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer or end-user shall ascertain that the trouble is not being caused by any action or omission by the Customer within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to Big River's facilities.

An adjustment or refund shall be made:

1. Automatically, if the service interruption lasts for more than forty-eight (48) hours after being reported to the company and the adjustment or refund exceeds \$1.00 in amount; and
2. Upon subscriber oral or written request, if the service interruption lasts twenty-four (24) to forty-eight (48) hours after being reported to the company and the adjustment or refund exceeds \$1.00 in amount.

2.9.2 For purposes of credit computation, every month shall be considered to have 720 hours.

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

Credit Formula:

$$\text{Credit} = A/720 \times B$$

where "A" - outage time in hours

"B" - total monthly charge for affected facility

2.9.4 If written notice of a dispute as to charges is not received by the Company within 180 days of the date a bill is issued, such charges shall be deemed to be correct and binding on the Customer.

**2.10 Restoration of Service**

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

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## SECTION 2 - RULES AND REGULATIONS

### 2.11 Disconnection of Service by Customer

2.11.1 By giving notice, Customer may disconnect service at any time following its minimum service requirement(s). The recurring monthly service charge, plus associated taxes, shall be pro-rated for the actual number of days in which service has been provided, with the non-used portion being refunded to the Customer.

### 2.12 Cancellation for Cause

2.12.1 The Company may discontinue service or cancel an application for service, pursuant to applicable Commission rules, without incurring any liability for any of the following reasons:

- A. Nonpayment of a delinquent bill for non-disputed regulated telecommunications services within the period;
- B. Failure to make a required security deposit;
- C. Violation of or noncompliance with any provision of law, or of the tariffs or terms and conditions of service of the Company filed with and approved by the Commission;
- C. Refusal to permit the Company reasonable access to its telecommunications facilities for recovery, maintenance, and inspection thereof.
- D. Interconnection of a device, line, or channel to Company facilities or equipment contrary to the Company's terms and conditions of service on file with and approved by the Commission.
- E. Use of telephone service in such manner as to interfere with reasonable service to other end users.

2.12.2 Service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.

2.12.3 At least 24 hours preceding a discontinuance, the Company shall make reasonable efforts to contact the Customer to advise it of the proposed discontinuance and what steps must be taken to avoid it.

2.12.4 Service shall not be disconnected unless written notice by first class mail is sent or delivered to the Customer at least ten (10) days prior to the date of the proposed discontinuance.

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**SECTION 2 - RULES AND REGULATIONS**

**2.13 Notice and Communication**

2.13.1 The Customer shall designate on the Application for Service an address to which Big River shall mail or deliver all notices and other communications, except that Big River may also designate a separate address to which Big River's bills for service shall be mailed.

2.13.2 Big River shall designate on the Application for Service an address to which the Customer shall mail or deliver all notices and other communications, except that Big River may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

**2.14 Taxes, Surcharges and Utility Fees**

Customer is responsible for the payment of all federal, state and local taxes, surcharges, utility fees, or other similar fees (*i.e.*, gross receipts tax, sales tax, municipal utilities tax, 911 surcharges or fees, universal service contributions) that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff. These charges will appear as separate line items on the Customer's bill and are not included in the rates contained in this Tariff. There shall be added to the Customer's bill for service, an additional charge equal to the pro rata share of any occupation, franchise, business, license, excise privilege or other similar charge or tax, now or hereafter imposed upon the gross receipts or revenue of Big River by any municipal taxing body or municipal authority whether by statute, ordinance, law or otherwise, and whether presently due or to hereafter become due. The charge applicable to each Customer will appear as a separate line item on the Customer's regular monthly bill and shall be determined on a basis equal to the tax levied by each municipal taxing body or municipal authority.

**2.15 Customer Billing Inquiries**

Any customer who has a question regarding his/her telephone bill may contact Big River toll free at (800) 455-1608, or at 24 S. Minnesota Ave, Cape Girardeau, MO 63703.

Filing a complaint with the Missouri Public Service Commission:

- ? If Big River cannot resolve your complaint, you may call the Missouri Public Service Commission, located at 200 Madison Street, Suite 100, 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 its mailing address: P.O. Box 360, Jefferson City, Missouri 65102.

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**SECTION 2 - RULES AND REGULATIONS**

**2.15 Customer Billing Inquiries (cont'd)**

- ? Also the Missouri Office of the Public Counsel, representing the public before the Public Service Commission, has an office at 200 Madison Street, Jefferson City, Missouri 65102. The Public Counsel's telephone number is 1-573-751-4857.

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**SECTION 3 – DESCRIPTION OF SERVICES**

**3.1 General**

The Company provides intrastate interexchange services, including direct-dialed message telecommunications services and 800/888/877/866 service to residential and business customers. Each service is offered independently of the other and is offered via Big River’s facilities, conventional network elements purchased from other local or inter-exchange carriers, or via resale of facilities of other local or inter-exchange carriers for the transmission of one-way or two-way communications, unless otherwise noted. Calls are rated based on the duration of the call. Services are available twenty-four (24) hours a day, seven (7) days a week.

**3.2 Charges Based on Duration of Use**

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.2.1 Calls are measured in duration increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.
- 3.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 3.2.3 Timing terminates on all calls when the calling party hangs up or the Company’s network receives an on-hook signal from the terminating carrier.
- 3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.2.5 All times refer to local times at the Customer's Location.
- 3.2.6 Rates are not distance sensitive. As such, unless otherwise indicated, mileage bands are not applicable to the services offered.
- 3.2.7 Unless otherwise indicated, rates do not vary depending upon day or the time of day (Day, Evening, and Night/Weekend).
- 3.2.8 Each call is rated and billed in whole cents. Any rated call with a fraction of a cent less than \$0.004 will be rounded down to the nearest whole cent. Any rated call with a fraction of a cent \$0.005 or greater will be rounded up to the nearest whole cent.

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**SECTION 3 – DESCRIPTION OF SERVICES**

**3.3 Product Descriptions**

3.3.1 Switched Outbound (1+) Service

Switched Outbound Service provides Big River customers with the ability to originate calls from a Big River-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchanges outside the customer’s local calling area. This service is available on a switched basis only.

This service is available to Local Exchange Telecommunications Services customers of Big River, as well as other Local Exchange Providers, who presubscribe to the Company for long distance Service.

3.3.2 Toll Free Service (8XX)

Toll Free Service is an inbound-only service that allows callers located anywhere in the State of Missouri to place Toll Free Calls to Customers by dialing an assigned telephone number with an 8XX area code. The Company provides Switched Toll Free Service only. Calls may be terminated either to the Customer’s local exchange telephone service or dedicated access line.

3.3.3 Post-Paid Calling Card (Travel Card) Services

Post-Paid Calling Card Service enables Customers to make Calls through the use of a long distance calling card to points throughout the State of Missouri. Charges incurred are billed to the Customer’s account. Access to the network is available through a 1-800 number or through a local telephone number. The caller will then be prompted to dial the telephone number associated with the called station and an authorization code in order to complete the call.

3.3.4 Directory Assistance

Directory Assistance (“DA”) is a Service that provides Customers with access to telephone number information. Access is obtained by direct dialing 1 + (Area Code) 555-1212 or 1-411.

3.3.5 Operator Services

Operator Services involve assisting Customers with the placement of telephone calls, including collect calls, calling cards, credit card calls, person-to-person calls, third party calls, and other related operator services as well as the obtaining of related information. The Company provides this service for local and intraLATA calls. All other operator assisted calls will be routed to the Company’s underlying carrier.

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**SECTION 3 – DESCRIPTION OF SERVICES**

**3.3 Product Descriptions (cont'd)**

3.3.6 Timeless Talk Plan

3.3.6.A Timeless Talk Plan services are outbound only services provided to residential customers with a single BTN located within the SBC service area in the State of Missouri. Multiple BTN aggregation is not available with these services. Customers or end users can access the Company’s long distance service by dialing 1 + the area code + the called telephone number from their presubscribed telephone line. Timeless Talk Plan Service is available to new and existing residential customers that:

- 3.3.6.A.1 use Switched Access to reach the long distance network;
- 3.3.6.A.2 subscribe to and maintain the required services, products, and/or features described in Section 3.3.6.D of this Tariff for the rate option selected by the Customer,
- 3.3.6.A.3 subscribe to and maintain Timeless Talk Plan service for the provision of intrastate IntraLATA Service, intrastate InterLATA Service and interstate service (this Service is not available for intrastate Service on a stand-alone basis),
- 3.3.6.A.4 demonstrate to the satisfaction of the Company at the time of subscribing to the Service and associated rate plan that the Residential Customer also subscribe to the required products, services, and/or features described in Section 3.3.6.D of this Tariff.
- 3.3.6.A.5 provide the Company the same billing name and address for all services required to subscribe to the Timeless Talk Plan; and
- 3.3.6.A.6 limit the use of Service to that which is of a standard, domestic, residential nature (see Section 3.3.6.C of this Tariff); and
- 3.3.6.A.7 request to be provisioned under this Service.

3.3.6.B Customers who cancel or discontinue the Company’s Service or any of the required products, services or features as described in Section 3.3.6.A.3 of this Tariff or whose Service is refused, cancelled or discontinued by the Company shall forfeit eligibility for rates under this Service. Customers continuing to presubscribe to the Company will be moved to Switched Outbound and the rates described in Section 4.1.1 will apply unless the Customer elects an alternative Service.

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**SECTION 3 – DESCRIPTION OF SERVICES**

**3.3 Product Descriptions (cont'd)**

3.3.6.C If the Customer uses this Service for non-standard residential or non residential purposes, including but not limited to commercial or broadcast facsimile, resale, telemarketing, internet or other data connections and autodialing, the Company may immediately suspend, restrict or cancel the Customer's Service. As a result of non-standard or nonresidential use of Service, the Company may move the Customer to Switched Outbound and the rates described in Section 4.1.1 of this Tariff will apply to such use.

3.3.6.D Rate Options

The Customer may choose from the following rate options:

3.3.6.D.1 Timeless Talk

For a monthly recurring charge, the Customer receives unlimited intrastate and interstate one plus (1+) Direct-Dialed minutes of use. Intrastate Timeless Talk is provided in conjunction with interstate Timeless Talk and is available only to Customers who subscribe to the interstate service provided in the Company's Interstate Price Guide which can be found at [www.bigrivertelephone.com](http://www.bigrivertelephone.com).

Intrastate Timeless Talk is not available on a standalone basis.

3.3.6.D.2 Reserved for future use

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**SECTION 3 – DESCRIPTION OF SERVICES**

**3.3 Product Descriptions (cont'd)**

**3.3.6.D.3 Timeless Talk Plus**

For a monthly recurring charge, the Customer receives unlimited intrastate and interstate one plus (1+) Direct Dialed minutes of use. Intrastate Timeless Talk is provided in conjunction with Interstate Timeless Talk and is available only to Customers who subscribe to the interstate service provided in the Company's Interstate Price Guide which can be found at [www.bigrivertelephone.com](http://www.bigrivertelephone.com).

Intrastate Timeless Talk Plus is not available on a standalone basis.

**3.3.6.E Timeless Talk Plan for Business**

**3.3.6.E.1** Timeless Talk Plan for Business services are outbound only services provided to business customers with a single BTN. Multiple BTN aggregation is not available with these services. Customers or end users can access the Company's long distance service by dialing 1 + the area code + the called telephone number from their presubscribed telephone line. Timeless Talk Plan for Business Service is available to new and existing business customers that:

- 3.3.6.E.1.1 use Switched Access to reach the long distance network;
- 3.3.6.E.1.2 subscribe to and maintain the required services, products, and/or features described in Section 3.3.6.E.4 of this Tariff for the rate option selected by the Customer,
- 3.3.6.E.1.3 subscribe to and maintain Timeless Talk for Business Plan service for the provision of intrastate IntraLATA Service, intrastate InterLATA Service and interstate service (this Service is not available for intrastate Service on a stand-alone basis),
- 3.3.6.E.1.4 demonstrate to the satisfaction of the Company at the time of subscribing to the Service and associated rate plan that the Customer also subscribe to the required products, services, and/or features described in Section 3.3.6.E.4 of this Tariff.
- 3.3.6.E.1.5 provide the Company the same billing name and address for all services required to subscribe to the Timeless Talk for Business Plan; and

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3.3.6.E.1.6 limit the use of Service to that which is described in Section 3.3.6.E.3 of this Tariff; and

3.3.6.E.1.7 request to be provisioned under this Service.

3.3.6.E.2 Customers who cancel or discontinue the Company's Service or any of the required products, services or features as described in Section 3.3.6.E.1.3 of this Tariff or whose Service is refused, cancelled or discontinued by the Company shall forfeit eligibility for rates under this Service. Customers continuing to presubscribe to the Company will be moved to Switched Outbound and the rates described in Section 4.1.1 will apply unless the Customer elects an alternative Service.

3.3.6.E.3 Certain restrictions apply. Timeless Talk for Business may not be used in conjunction with the following: auto dialers, long distance Internet access, call center applications including but not limited to autodialers, PBX trunks, ground start line or trunks, ISDN services, foreign exchange services, public telephone services, public access smart-pay phones, analog to digital conversion digital PBX services, WATS services, PBX/PABX/EABX services, non-square electronic key telephone systems, hybrid key telephone systems, predictive calling/dialing systems, automatic outbound dialing systems, any type of automatic call distribution system, or the functional equivalent of any such system listed above. If the Company determines that the Customer is in violation of above listed restrictions, the Customer shall forfeit eligibility for rates under this plan and will be moved to a regular Outbound rate plan unless an alternative plan is selected by the Customer.

3.3.6.E.4 Rate Options

The Customer may choose from the following rate options:

3.3.6.E.4.1 Timeless Talk for Business

For a monthly recurring charge, the Customer receives unlimited intrastate and interstate one plus (1+) Direct-Dialed minutes of use. Intrastate Timeless Talk for Business is provided in conjunction with interstate Timeless Talk for Business and is available only to Customers who subscribe to the interstate service provided in the Company's Interstate Price Guide which can be found at [www.bigrivertelephone.com](http://www.bigrivertelephone.com).

Intrastate Timeless Talk for Business is not available on a standalone basis.

**SECTION 3 – DESCRIPTION OF SERVICES**

**3.3 Product Descriptions (cont'd)**

3.3.6.E.4.2 Reserved for future use

3.3.6.E.4.3 Timeless Talk Plus for Business

For a monthly recurring charge, the Customer receives unlimited intrastate and interstate one plus (1+) Direct Dialed minutes of use. Intrastate Timeless Talk Plus for Business is provided in conjunction with interstate Timeless Talk Plus for Business and is available only to Customers who subscribe to the interstate service provided in the Company’s Interstate Price Guide which can be found at [www.bigrivertelephone.com](http://www.bigrivertelephone.com).

Intrastate Timeless Talk Plus for Business is not available on a stand-alone basis.

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**3.3.7 Big River Plus**

3.3.7.A Big River Plus services are outbound only services provided to residential and business customers located within SBC service areas in the State of Missouri. Multiple BTN aggregation is available with these services only if the customer takes the service with all telephone lines on their account. Customers or end users can access the Company’s long distance service by dialing 1 + the area code + the called telephone number from their presubscribed telephone line. Big River Plus is available to new and existing customers that:

3.3.7.A.1 use Switched Access to reach the long distance network;

3.3.7.A.2 subscribe to and maintain the local telephone service with Big River Telephone for the line that Big River Plus is subscribed,

3.3.7.A.3 provide the Company the same billing name and address for all services required to subscribe to Big River Plus; and

3.3.7.A.4 request to be provisioned under this Service.

3.3.7.B Customers who cancel or discontinue the Company's Service or any of the required products, services or features as described in Section 3.3.7.A.2 of this Tariff or whose Service is refused, cancelled or discontinued by the Company shall forfeit eligibility for rates under this Service. Customers continuing to presubscribe to the Company will be moved to Switched Outbound and the rates described in Section 4.1.1 will apply unless the Customer elects an alternative eligible Service.

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**SECTION 3 – DESCRIPTION OF SERVICES**

**3.3 Product Descriptions (cont'd)**

3.3.7.C Big River Plus allows the Customer to receive a monthly allowance of minutes of IntraLATA one plus (1+) Direct Dialed usage, as outlined in Section 4.7. Usage beyond the monthly allowance is billed on a per minute basis. The number of minutes allowed and the standard overage rate per minute are outlined in Section 4.7.

3.3.8 Single Number Direct

3.3.8.A Single Number Direct is an outbound only service provided to residential and business customers located within SBC service areas in the State of Missouri. Customers or end users can access the Company's long distance service by dialing 1 + the area code + the called telephone number from their presubscribed telephone line. Single Number Direct is available to new and existing customers that:

3.3.8.A.1 use Switched Access to reach the long distance network;

3.3.8.A.2 subscribe to and maintain the local telephone service with Big River Telephone for the line that Single Number Direct is subscribed,

3.3.8.A.3 provide the Company the same billing name and address for all services required to subscribe to Single Number Direct; and

3.3.8.A.4 request to be provisioned under this Service.

3.3.8.B Customers who cancel or discontinue the Company's Service or any of the required products, services or features as described in Section 3.3.8.A.2 of this Tariff or whose Service is refused, cancelled or discontinued by the Company shall forfeit eligibility for rates under this Service. Customers continuing to presubscribe to the Company will be moved to Switched Outbound and the rates described in Section 4.1.1 will apply unless the Customer elects an alternative eligible Service.

3.3.8.C Single Number Direct allows the Customer to receive a monthly allowance of minutes of one plus (1+) Direct Dialed IntraLATA usage, as outlined in Section 4.8, destined for a single telephone number. Usage to the specified telephone number beyond the monthly allowance is billed on a per minute basis. The number of minutes allowed and the standard overage rate per minute are outlined in Section 4.8.

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**SECTION 3 – DESCRIPTION OF SERVICES**

**3.3 Product Descriptions (cont'd)**

**3.1.1 Long Distance Time Packs**

Long Distance Time Packs are optional outbound only services provided to residential customers. Customers or end users can access the Company’s long distance service by dialing 1 + the area code + the called telephone number from their presubscribed telephone line for outbound access. All calls are billed in increments of six (6) seconds subject to a minimum connect time (initial period) of thirty (30) seconds. This optional pricing plan is established at the BTN level.

Long Distance Time Packs service is available to new and existing residential customers that:

- ✍ use Switched Access to reach the long distance network;
- ✍ subscribe to and maintain a Residential Savings Package line as outlined in Section 5.18 of Big River Telephone Company’s Missouri Tariff No. 2,
- ✍ subscribe to and maintain this plan for the provision of intrastate IntraLATA Service, intrastate InterLATA Service and interstate service (this Service is not available for intrastate Service on a stand-alone basis),
- ✍ demonstrate to the satisfaction of the Company at the time of subscribing to the Service and associated rate plan that the Customer also subscribes to the required products, services, and/or features described herein.
- ✍ provide the Company the same billing name and address for all services required to subscribe Long Distance Time Packs; and
- ✍ request to be provisioned under this Service.

For a specified monthly recurring charge, the Customer receives a specific amount (block) of time for placing (1) one plus (1+) Direct-Dialed outbound calls that originate from a line presubscribed to the Company. All usage in excess of the selected block of time will be billed at a fixed rate per minute. See Section 4.9 of this Tariff for the number of minutes allowed and the standard overage rate per minute after the block of time has been used. Any minutes not used in a billing cycle will not be carried over to the next billing cycle. No credits will be given for any unused minutes.

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**SECTION 4 – RATES AND CHARGES**

**4.2 Toll Free Service (8XX) (cont'd)**

		<b>Business Customers Rates Per Minute</b>			
		<b>Contractual Commitment</b>			
<b>Monthly Minutes of Use</b>		<b>Monthly</b>	<b>1 Yr</b>	<b>2 Yr</b>	<b>3 Yr</b>
	<b>0-500</b>	0.090	0.075	0.067	0.062
	<b>500-1000</b>	0.073	0.066	0.063	0.060
	<b>Over 1000</b>	0.070	0.063	0.061	0.059

- 4.2.2 A \$0.40 per call surcharge will apply to all calls placed from a payphone.
- 4.2.3 The duration of each call is rounded up to the nearest six second increment, after a minimum of 30 seconds per call.

**4.3 Post-Paid Calling Card Services**

- 4.3.1 The rate per minute is \$0.15. For those customers that subscribe to the Company’s Switched Outbound service, Post-Paid Calling Card Services calls will be rated at their Switched Outbound rate, except for calls back to the customer’s home exchange, which will be rated at \$0.15 per minute.
- 4.3.2 A \$0.40 per call surcharge will apply to all calls placed from a payphone.
- 4.3.3 A \$0.40 per call surcharge will apply to calls made to the Company’s 800 access number. No such surcharge applies made to the local access number.
- 4.3.4 The duration of each call is rounded up to the nearest six second increment, after a minimum of 30 seconds per call.

**4.4 Directory Assistance**

- 4.4.1 InterLATA Directory Assistance calls, other than calls placed to 8XX toll free DA:  
Per call rate: \$ 1.00

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**SECTION 4 – RATES AND CHARGES**

**4.4 Directory Assistance (cont'd)**

4.4.2 IntraLATA Directory Assistance

Direct Dialed	\$ 0.75 per call
Via Operator	\$ 0.75 per call

Fully-Automated	
Sent-Paid	\$ 0.00 per call
Collect, Bill to 3rd Number	\$ 2.50 per call

Semi-Automated	
Sent-Paid	\$ 2.00 per call
Collect, Bill to 3rd Numbers	\$ 2.50 per call
Person-to-Person	\$ 4.00 per call

4.4.3 Calls placed to 800/888 toll free DA

Calls placed to 800/888 toll free DA are provided at no charge to the Customer.

**4.5 Operator Services**

4.5.1 All usage associated with operator assisted calls will be charged the per minute rates as stated in Section 4.1.

4.5.2 In addition to applicable usage charges, the following operator-assisted charges will apply:

Person-to-Person	
IntraLATA	\$ 4.00 per call

Station-to-Station	
IntraLATA	\$ 2.00 per call

The term “Local” is meant to mean a call placed to a point within the customer’s local calling area.

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**SECTION 4 – RATES AND CHARGES**

**4.6 Timeless Talk Plan**

4.6.1 Timeless Talk

The monthly recurring charge is \$16.00 for unlimited interstate and intrastate MOU as defined in Section 3.3.6.D.1 of this Tariff.

4.6.2 Reserved for future use.

4.6.3 Timeless Talk Plus

The monthly recurring charge is \$16.00 for unlimited interstate and intrastate MOU as defined in Section 3.3.6.D.3 of this Tariff.

4.6.4 Timeless Talk for Business

4.6.4.1 The monthly recurring charge for Basic Timeless Talk for Business as defined in Section 3.3.6.E.4.1 of this tariff is \$15.99.

4.6.4.2 Reserved for future use.

4.6.4.3 The monthly recurring charge for Timeless Talk Plus for Business as defined in Section 3.3.6.E.4.3 of this tariff is \$15.99.

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**4.7 Big River Plus**

4.7.1 Residential Customers

The monthly recurring charge is \$29.66 per month and the customer receives a monthly allowance of 1,000 IntraLATA minutes of use. Minutes beyond the monthly allowance will be billed at \$0.08 per minute.

4.7.2 Business Customers

The monthly recurring charge is \$49.50 per month and the customer receives a monthly allowance of 2,500 IntraLATA minutes of use. Minutes beyond the monthly allowance will be billed at \$0.08 per minute.

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**SECTION 4 – RATES AND CHARGES**

**4.8 Single Number Direct**

4.8.1 Residential Customers

The monthly recurring charge for Single Number Direct is \$15.00 per month and the customer receives a monthly allowance of 500 Intrastate minutes of use that are destined for the telephone number that the Customer identifies. Minutes to the pre-determined telephone number, beyond the monthly allowance will be billed at \$0.08 per minute.

4.8.2 Business Customers

The monthly recurring charge for Single Number Direct is \$15.00 per month and the customer receives a monthly allowance of 300 Intrastate minutes of use that are destined for the telephone number that the Customer identifies. Minutes to the pre-determined telephone number, beyond the monthly allowance will be billed at \$0.08 per minute.

**4.9 Long Distance Time Packs**

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Rates for the various Long Distance Time Pack Plans are listed below.

	Allotted Minutes	Monthly Fee	Per Minute Rate On Overage
60 Pack	60	\$3.00	0.07
180 Pack	180	\$6.00	0.07
480 Pack	480	\$10.00	0.07
960 Pack	960	\$15.00	0.07

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**SECTION 5 – PROMOTIONS**

**5.1 General** – From time to time, Big River may elect to offer special promotions to its customers. These promotions will generally consist of a reduced price, a waiver of installation charges, or a free service with a purchase of another service.

Any promotional waiver or discounted rate will apply only one time per customer for each service in any given wire center prefix during the course of the promotional period, subject to prior notification and approval by the Missouri Public Service Commission.

Big River will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period identifying the promotion and the exchanges within which the promotion will be offered.

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