TITLE SHEET

MISSOURI TELECOMMUNICATIONS TARIFF NO. 1

OF

First Choice Technology, Inc.

601 N. Orlando Ave.
Suite 211
Maitland, Florida 32751
Phone: 1-888-598-0672 (Customer Service)

This tariff contains the description, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by First Choice Technology, Inc. within the State of Missouri. This tariff is on file with the Missouri Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business.

COMPETITIVE CLASSIFICATION

First Choice Technology, Inc. operates as a competitive telecommunications company in the State of Missouri.

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Waivers

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

Statute

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 stock and debt
392.320 - Stock dividend payment
392.330 - Issuance of securities, debts & notes
392.340 - Reorganizations

Rule

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

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EXPLANATION OF SYMBOLS

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

D - To Signify Deleted or Discontinued Material

I - To Signify A Rate Increase

M - To Signify Text Moved From Another Tariff Location

N - To Signify New Material

R - To Signify A Rate Reduction

T - To Signify 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.

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 Commission. For example, 4th Revised Page 14 cancels 3rd Revised Page 14.

C. Paragraph Numbering Sequence - There are various levels of alphanumeric 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)

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SECTION 1 - DEFINITIONS 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 the communication service as required.

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Cancellation of Order - A customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Carrier - First Choice Technology, Inc., unless specifically stated otherwise.

Company - First Choice Technology, Inc., also referred to as "Carrier."

Completed Calls - Completed calls are calls answered on the distance end. In the event a customer is charged for an incomplete call, the Company will issue a one minute credit to the customer upon request.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible by law for payment for communication service from the telephone utility.

Customer Provided Equipment - Terminal equipment provided by a customer.

Day Rate Period - 8:00 a.m. through 4:59 p.m., Monday through Friday.

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1.1 Definitions (continued)

Due Date - The last day for payment without unpaid amounts being subject to a late payment charge.

Evening Rate Period - 5:00 p.m. through 10:59 p.m., Sunday through Friday.

Holidays - Carrier's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Measured Use Service - The provision of long distance measured time communications telephone service to customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier by the customer or otherwise provided at its own expense (the customer is responsible for arranging for the access line).

Message - A completed telephone call by a customer or user.

Night/Weekend Rate Period - 11:00 p.m. through 7:59 a.m., every day; 8:00 a.m. through 10:59 p.m. Saturday; and 8:00 a.m. through 4:59 p.m. Sunday.

Normal Business Hours - 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Premises - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

Terminal Equipment - All telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

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1.2 Abbreviations:

IXC - Interexchange Carrier

LATA - Local Access Transport Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

PBX - Private Branch Exchange

V&H - Vertical and Horizontal

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Carrier

Carrier provides long distance message toll telephone service to customers for their direct transmission of voice, data, and other types of telecommunications.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Carrier 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 Carrier network. The customer shall be responsible for all charges due for such service arrangements.

The Company's services are provided on a monthly basis and are available twenty-four (24) hours per day, seven (7) days per week. The minimum service period is one month (30 days).

2.2 Limitations on Service

2.2.1 Carrier reserves the right to provide services only to and from locations where the necessary facilities and/or equipment are available.

2.2.2 Carrier reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.

2.2.3 Title to any equipment provided by Carrier under these regulations remains with Carrier. Prior written permission from the company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees.

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2.3 Use of Service

Service may not be used for any unlawful purposes.

2.4 Carrier Liability

2.4.1 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission or defect in any service, facility or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control. In any event, the Company's liability to a customer is limited to the charges for services rendered to the customer.

2.4.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename 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 out of the material, data information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

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2.4 Carrier Liability (continued)

2.4.3 Carrier makes no warranty, whether express, implied or statutory, as to the description, quality, merchantability, completeness or fitness for any purpose of the service or local access, all of which warranties by Carrier are hereby excluded and disclaimed.

2.4.4 The Company shall not be liable for any defacement of or damages to the premises of a customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

2.4.5 Carrier shall be indemnified and held harmless by the customer against:

A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information or other content transmitted over the Company's facilities;

B. All other claims arising out of any act or omission of the Customer in connection with any service provided by Carrier.

C. In no event shall the Company be liable to customer for any general, indirect, special, incidental, consequential or punitive loss or damage of any kind, or character including lost profits (whether or not the company has been advised of the possibility of such loss or damage), by reason of any negligent act or omission in the Company's performance under this agreement.

2.4.6 No agent, independent contractor, or employee of any other carrier shall be deemed to be an agent, independent contractor or employee of the Company.

2.4.7 The Company is not liable for interruptions in service caused by customer's failure to notify Company prior to any change.

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2.5 Interruption of Service

2.5.1 Credit allowances for the interruption of service which is not due to the Company's testing or adjusting, the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the liability provisions set forth herein. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the Company's facilities.

2.5.2 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

2.6 Restoration of Service

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

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2.7 Responsibility of the Customer

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

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

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

1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.

2. The name(s), telephone number(s), and address(es) of the customer contact person(s).

C. The 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 the customer or user.

2. Improper use of service.

3. Any use of equipment or service provided by others.

D. After receipt of payment for the damages, Carrier will cooperate with the customer in prosecuting a claim against any third party causing damage.

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2.7.2 Maintenance, Testing, and Adjustment

Upon reasonable notice, the equipment 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.

2.7.3 Credit Allowance for Failure of Service

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

A. Credit allowances for failure of service or equipment starts when the 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 the customer.

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

1. Interruptions of service resulting from Carrier performing routine maintenance;

2. Interruptions for implementation of customer order or change in service;

3. Interruption caused by the negligence of the customer or his authorized user;

4. Interruptions of service due to failure of customer provided service or equipment.

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2.7.4 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by Carrier. If, based on such an order, any construction has either begun or been completed, but no such services provided, the non-recoverable cost of such construction shall be borne by the customer.

2.7.5 Payment of Charges for Services

A. Service is provided and billed on a monthly basis.

B. Payment is considered timely if paid within 21 days from the date the bill is rendered. The bill shall be considered rendered when deposited in the U.S. mail with postage prepaid. Payment will be considered past due if not received by the Company within 30 days from the date it is rendered, and will become subject to a late payment penalty.

C. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with company complaint procedures.

D. The customer is responsible for payment of all charges for service furnished to the customer under this tariff. Charges are based on actual usage during a month and will be billed monthly in arrears.

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2.7.5 Payment of Charges for Services (continued)

E. Customer is responsible for payment of any state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) which will be listed as separate line items and which are not included in the quoted rates.

F. Account payments not received within thirty (30) days from the date the bill was rendered will be charge a late payment charge one and one-half percent (1.5%).

G. If the Company receives a check from a customer which is returned from the bank due to insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or for any other reason, the Company shall apply a service charge as set forth in the rate section of this tariff. The charge shall be applied to the customer's monthly billing, in addition to any other charges which may apply under this tariff. Payment rendered by check, which is subsequently dishonored, shall not constitute payment until such time as repayment is made by valid means.

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2.7.6 Deposits

A. An applicant whose credit has not been duly established may be required to make a deposit to be held as guarantee of payment of charges. Existing customers may be required to submit or increase a deposit under those circumstances prescribed by and in accordance with Commission rules.

B. The amount of the deposit shall not exceed the estimated charges for two months' service.

C. All deposits will be held by the Company and Company will maintain records which show the name, current address, date and amount of deposit and date and amount of interest for each customer for whom it holds a deposit, along with a notation of the earliest possible refund date for each customer.

D. Deposits will be returned:

1.) When an application for service has been canceled prior to establishment of service. The deposit will be applied to amounts owed to the Company and the excess portion returned;

2.) After one (1) year of satisfactory payment history by the customer;

3.) Upon discontinuance of service. The Company will refund the Customer's deposit or the balance in excess of unpaid bills.

E. The fact that a deposit has been made in no way relieves the Customer from complying with regulations regarding prompt payment of bills.

F. The Company will pay interest on deposits to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. Deposits held will accrue interest equal to one percent (1%) above the prime lending rate as published in the Wall Street Journal for the last business day of September, adjusted annually on December 1st of each year.

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2.7.7 Taxes

Customer is responsible for the payment of any sales, use, gross receipts, excise, or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on Carrier's net income imposed or based upon the provision, sale or use of network services. Carrier will itemize taxes and surcharges as a separate line items on customer's bill. Any and all charges, surcharges and fees subject to Commission jurisdiction, except taxes and franchise fees, will be submitted to the Commission for prior approval

2.7.8 Application of Charges

The charges for service are those in effect for the period that service is furnished.

2.8 Carrier Responsibility

2.8.1 Calculation of Credit Allowance

Pursuant to limitations set forth herein, 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. When a minimum usage charge is applicable and the customer fails to meet a usage minimum credit, the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that the interruption continues beyond two hours.

C. Carrier will try its best to resolve any disputes properly brought to its attention. Unresolved disputes may be directed to the attention of the Missouri Public Service Commission.

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2.8 Responsibility of Carrier

2.8.2 Cessation of Service

Service shall cease at the end of the customer's service period, or when the customer transfers service to another long distance carrier, whichever occurs first. No credit shall be given for prepaid services discontinued prior to the end of the service term for which payment was made.

2.8.3 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days of the month remaining in the billing period before service was discontinued. That number is divided by thirty and the resultant fraction is multiplied by the monthly charge to arrive at the fractional monthly charge.

2.8.4 Customer Complaint Procedure

A. Carrier will resolve any disputes brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reach by calling toll free 1-888-598-0672.

B. Any unresolved disputes may be directed to the attention of the Missouri Public Service Commission. The address and telephone number of the Commission are:

Missouri Public Service Commission
200 Madison Street, Suite 100
P.O. Box 360
Jefferson City, MO 65102-0360
Phone: 1-800-392-4211

C. In the event of a dispute concerning an invoice, the customer must pay the amount of the undisputed portion of the bill in accordance with timely payment requirements and notify the Company of the disputed portion.

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2.9 Discontinuance of Service by Carrier

2.9.1 Without incurring liability, Carrier may discontinue services to a Customer or may withhold the provision of ordered service:

1. For nonpayment of any sum due Carrier for more than thirty (30) days after issuance of the bill for the amount due.

2. For violation of any of the provisions of this Tariff,

3. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Carrier's services, or

4. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services

2.9.2. Procedures for discontinuance of existing services:

The Customer will be allowed at least ten (10) days written notice via first class mail that disconnection will take place, and the Customer will be given the opportunity to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which Carrier is not prepared to accept payment of the amount due and to reconnect service.

2.9.3. Without incurring liability, Carrier 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 Customer and Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operations so identified are rectified.

2.9.4. Carrier may block traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of its service. Carrier will restore service as soon as it can be provided without undue risk, and will upon request by the Customer affected, assist in a new authorization code to replace the one that had been deactivated.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

The customer's monthly usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party "hangs up."

3.2 Start of Billing

For billing purposes, the start of service is the first day on which service is available for use by the customer. The end of service date is the last day or any portion of the last day for which service was provided by Carrier.

3.3 Interconnection

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 limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of other carriers' tariffs. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with Carrier's. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

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3.4 Terminal Equipment

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the providing customer. The customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of Carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

3.5 Calculation of Distance

Usage charges for all intrastate calls are based on flat rates and are not mileage sensitive.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are generally accepted within the telecommunications industry.

Formula:

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of not less than 99% (number of calls completed/number of calls attempted) for Feature Group D (1+) services.

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3.7 Service Offerings

The company provides the following services:

3.7.1 Message Toll Service (MTS)

Long distance dialing is achieved by customer's telephone lines being programmed by the local telephone company (LEC) to automatically route 1+ calls to the Company's network.

3.7.2 Inbound 8XX Service

A. Inbound service is an inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access is gained by dialing a ten digit telephone number which terminates at the customer's location. Inbound services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.

B. Carrier will accept a prospective customer's request for up to ten toll free 8XX numbers and will reserve such number(s) on a first come first serve basis. All requests for number reservations must be made in writing, dated and signed by a representative of the customer. Carrier does not guarantee availability of number(s). Requested number(s), if available, will be reserved for and furnished to the eligible customer.

C. If a customer receives an 8XX number and does not subscribe to inbound service in 90 days, the company may assign the number to another customer.

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3.73 Rate Plans

The Company offers varying rate plans which provide the customer with options best suited to individual calling needs. These plans vary depending on the rates offered on interstate services and/or international services. Rate plans currently available along with applicable terms and conditions are set forth in Section 4.2 below.

3.7.4 Travel Card Service

Allows subscribers to place calls by gaining access to the network via a toll free access number and a personal identification number (PIN) issued by the Company.

3.7.5 Directory Assistance

The provision of listed telephone numbers to requesting customers.

3.7.6 Operator Service

The Company does not provide and does not bill for collect, third-party billed, person-to-person, or any other Operator Services to subscribers.

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SECTION 4 - RATES AND CHARGES

4.1. Usage Charges and Billing Increments

4.1.1 Usage Charges

Unless flat rated, usage charges are determined by the time of day rate periods and minutes of use within each rate period. The rate period is determined by the time and day of call origination at the customer's location.

4.1.2 Billing Increments

Usage is billed in accordance with the billing increments set forth in the individual product rate sections of this tariff. All partial usage will be rounded up to the next highest applicable billing increment.

4.1.3 Rounding

All calls are rounded to the next highest billing interval. Any partial cents per call will be rounded up to the next highest whole cent.

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4.2 Switched Outbound 1+ and Inbound 8XX Service Plans

1)	Rate Per Minute:	$0.045
2)	Initial Billing Increment:	6 seconds
	Additional Billing Increments:	6 seconds
3)	8XX Number Monthly Fee/Number	$1.00

4.3 Dedicated Outbound Service

1)	Rate Per Minute:	$0.020
2)	Initial Billing Increment:	6 seconds
	Additional Billing Increments:	6 seconds
3)	8XX Number Monthly Fee/Number	$1.00
4)	Monthly Usage Requirement:	$1,500.00
5)	Contract Requirement	1 year

4.4 Calling Card Service

Cards are established with a $50.00 monthly limit, and international calling is not allowed. However, arrangements can be made to accommodate the need for a higher monthly limit or international calling on a case by case basis.

1) Rate Per Minute: $0.2000

2) Billed with a 30 second minimum and in 6 second increments thereafter.

4.5 Directory Assistance

$0.89 per call.

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4.6 Late Payment Penalty

Account payments not received within thirty (30) days from the date the bill was rendered will be charge a late payment charge of one and one-half percent (1.5%).

4.7 Dishonored Check Charge

All customers issuing dishonored check(s) will be charged a fee of $15.00 per check.

4.8 Promotional Offerings

The Company may from time to time engage in special promotional service offerings designed to attract new customers or to promote existing services. Such promotional service offerings shall be subject to specific dates, times (not to exceed one year), and/or locations, and shall be subject to prior notification to and approval by the Commission. The Company will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period identifying the promotion, specifying the terms of the promotion, the location and dates of the promotion.

4.9 Pay Telephone (Payphone) Surcharge

$0.35 surcharge shall be assessed for each call made from a pay telephone to an 8XX number or using a travel card and dialing the carrier prefix in the form 101XXXX.

4.10 Reconnection Charge

$10.00 per account per occurrence.

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