TITLE PAGE

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, 1307 Central Ave, Hot Springs, AR 71901. This tariff complies with Missouri Public Service Commission rules and Missouri statutes applicable to the Company.

M.L.M. Telecommunications, Inc. d/b/a Ameritel, Your Phone Company operates as a competitive telecommunications company.

Issued By:
Troy Muncrief, President
M.L.M. Telecommunications, Inc.
d/b/a Ameritel, Your Phone Company
1307 Central Ave
Hot Springs, AR 71901

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LIST OF WAIVERS

M.L.M. Telecommunications, Inc. d/b/a Ameritel, Your Phone Company ("Ameritel"), 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)	-Posting of exchange rates at central operating offices
4 CSR 240-30.040	-Uniform System of Accounts
4 CSR 240-32.030(4)(C)	-Exchange boundary maps
4 CSR 240-33.030	-Informing Customers of Lowest Priced Services
4 CSR 240-35	-Reporting of Bypass and Customer-Specific Arrangements

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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. 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.
   (NR) To signify a new rate.
   (RT) To signify a removal of text.

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APPLICATION OF TARIFF

This tariff applies to the resold and facilities-based local exchange telecommunications services furnished by Ameritel, Inc. d/b/a Ameritel, Your Phone Company ("Ameritel" or "Company") in the State of Missouri. This tariff applies to residential and business customers.

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

Authorization Code - A multi-digit code that enables a Customer to access Ameritel's network and enables Ameritel 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.

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 Ameritel are performed and where a copy of Ameritel's tariff is made available for public inspection. The address of the business office is 1307 Central Ave., Hot Springs AR 71901.

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 Ameritel.

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.

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 Corporation Commission ("MCC").

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SECTION 1 - DEFINITIONS

Company - The term "Company" means M.L.M. Telecommunications, Inc. d/b/a Ameritel, Your Phone Company.

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 Ameritel'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 Ameritel 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.).

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.

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SECTION 1 - DEFINITIONS

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

Local Exchange Service - is an arrangement which connects the residential 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 Ameritel 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 Ameritel 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.

Services - Ameritel's regulated common carrier communications services provided under this Tariff.

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 intraLATA telecommunications services from whom Ameritel acquires services that it resells to Customers

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SECTION 2 - RULES AND REGULATIONS

2.1. Undertaking of Ameritel

2.1.1. **Ameritel** undertakes to provide local exchange telecommunications services within the State of Missouri on the terms and conditions and at the rates and charges specified herein.

2.1.2. Ameritel 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 Ameritel network. The Customer shall be responsible for all charges due for such service arrangements.

2.1.3. Ameritel'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 Federal Communications 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 Ameritel 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. Ameritel will make all reasonable efforts to secure the necessary facilities.

2.3.2. Ameritel reserves the right to limit or to allocate the use of existing facilities, or to additional facilities offered by Ameritel, when necessary because of lack of facilities, relevant resources, or due to causes beyond Ameritel's control. In addition, Ameritel 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. Ameritel 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. Ameritel reserves the right to refuse service to Customers due to insufficient or invalid charging information.

2.3.5. Ameritel may block calls that are made to certain cities or central office exchanges, or use certain Authorization Codes as Ameritel, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Service.

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

2.3.6. Ameritel will use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. Ameritel may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer. Ameritel 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, Ameritel 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 Ameritel is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

2.4 **Liabilities of Ameritel**

2.4.1. **Ameritel**'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 subscribers, commences upon activation of service. In no event does **Ameritel**'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.

2.4.2. When the facilities of other carriers are used in establishing connections to points not reached by Ameritel's facilities, Ameritel is not liable for any act or omission of the other carrier(s). The Customer will indemnify and save harmless Ameritel from any third-party claims for such damages referred to in Section 2.4.1.

2.4.3. In no event will Ameritel be responsible for consequential damages or lost profits suffered by a Customer as a result of interrupted or unsatisfactory service. Ameritel 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. Ameritel 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 Ameritel harmless from any and all loss, claims, demands, suits or other actions, or any 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.

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2.4. **Liabilities of Ameritel** (cont'd)

2.4.5. Ameritel 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 Ameritel on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of Ameritel negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of Ameritel without written authorization. The Customer will indemnify and save harmless Ameritel from any claims of the owner of the Customer's premises or other third party claims for such damages.

2.4.6. Ameritel 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. Ameritel 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 Ameritel network.

2.4.8. Where there is a connection via Customer-provided terminal equipment or Customer-provided communications systems, the point of demarcation shall be defined as the Ameritel facility that provides interconnection. Ameritel 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.

2.4.9. Ameritel will not be responsible if any changes in its service cause hardware or software not provided by Ameritel 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 solely upon such LEC to meet such estimated due date which is beyond the Company's control.

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2.4. **Liabilities of Ameritel** (cont'd)

2.4.11. With respect to the services, materials and equipment provided hereunder, Ameritel 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.

2.4.12. For errors or omissions in listings in alphabetical telephone directories and information records furnished without additional charge, the Company shall have no liability.

Subject to the provision of Section 2.4 of this Tariff, the Company shall allow, for errors or omissions in alphabetical telephone directories (excluding the use of bold face type), or in information records, an amount within the following limits:

1. For listings in alphabetical telephone directories furnished at additional charge, as set forth herein, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.

2. For listings in the information records furnished at additional charge, as set forth herein, an amount not in excess of the charge for the listing during the period of omission or error.

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 Ameritel, except upon the written consent of Ameritel. The equipment Ameritel provides or installs at the Customer premises for use in connection with the service Ameritel 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 Ameritel'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, Ameritel 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 Ameritel's service. The Customer shall be responsible for payment of all applicable charges for services provided by Ameritel 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.

2.5.5. Ameritel shall be indemnified and held harmless by the Customer against claims of liable, 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 Ameritel's service, against claims for infringement of patents arising from, combining with, or using in connection with, service, Ameritel's apparatus and systems of the Customer; against all other claims arising out of any act or omission of the member in connection with Ameritel's service. The Customer shall be liable for:

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

2.5.5.A. Loss due to theft, fire, flood, or other destruction of Ameritel's equipment or facilities on Customer's premises.

2.5.5.B. Reimbursing Ameritel 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 Ameritel specifically authorizes said visit or repairs in advance of the occurrence and Ameritel agrees in advance to accept the liability for said repairs or visit.

2.5.5.D. Payment for all Ameritel 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 Ameritel'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 Ameritel name, logo or trademark in any promotional materials, contracts, Tariffs, service bills, etc., without expressed written authorization from Ameritel. The Customer shall not use the Ameritel name, logo or trademark in any pre-sale activities. The Customer is prohibited from using Ameritel'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 Ameritel. Ameritel may assign any service orders to its parent company or any affiliate. Ameritel will notify Customers of any such assignment.

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 Ameritel to instruct other carriers and vendors and the appropriate LEC to provide certain services on the Customer's behalf. Ameritel will obtain the proper authorization from the Customer where necessary, pursuant to Commission regulations. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

2.6.2. An Application for Service may be changed by Customer upon written notice to Ameritel, subject to acceptance and confirmation by Ameritel, provided that a charge shall apply to any change when the request is received by Ameritel after notification by Ameritel 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 Ameritel in accommodating each change, less net salvage. The costs incurred by Ameritel will include the

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SECTION 2 - RULES AND REGULATIONS

2.6. Application for Service (cont'd)

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 Ameritel 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 Ameritel 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. Ameritel may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the end-user from complying with Ameritel'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.

2.7.2. Reestablishment of Credit

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

2.7.3. Deposits and Interest

Ameritel does not require deposits at this time.

2.8. Billing and Payment Procedures

2.8.1. A. Ameritel issues bills on a monthly basis with bills rendered on or about the same day each month.

B. Ameritel will not alter the customer's billing cycle unless affected customers are sent a bill insert or other written notice explaining the alteration not less than 30 days prior to the effective date of the alteration. Such notification is not required when a customer requests a number or billing change or when the customer disconnects and reconnects service or transfers service from one premises to another.

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SECTION 2 - RULES AND REGULATIONS

2.8. Billing and Payment Procedures (cont'd)

C. Ameritel allows customers at least 21 days to pay bill charges and offers a preferred payment date plan pursuant to Missouri Public Service Commission Rule CSR 240-33.040 (3)&(4) as may be amended from time to time.

D. Ameritel charges 1.5 percent for delinquent past due balances.

E. Ameritel sets forth the following on all bills:

1. the number of access lines for which charges are stated
2. the beginning or ending dates of the billing period
3. the date the bill becomes delinquent if not paid on time
4. penalty fees and advanced payments
5. the unpaid balance, if any
6. the amount for basic service
7. an itemization of the amount due for all other regulated or nonregulated services including the date and duration (in minutes or seconds) of each toll call if such service is provided as an individual service
8. the amount due for all regulated or nonregulated services offered at a packaged rate and an itemization of each service included in the package
9. an itemization of the amount due for taxes, franchise fees, Relay Missouri surcharge, 911 surcharges (if applicable) and other surcharges as may be necessary and appropriate.
10. the total amount due
11. if applicable, the amount of a deposit and interest accrued on a deposit which has bee credited to the charges stated
12. a toll free number where inquiries and/or dispute resolutions may be made for each company with charges appearing on a customer's bill
13. any other credits and charges applied to the account during the current billing period

F. During the first billing period in which a customer receives service, Ameritel provides each customer an insert or other written notice which contains an itemized account of the charges for the equipment and service for which the customer has contracted.

G. The amount of any deposit held by the company and the interest accrual rate shall be stated on the first bill for which a customer received service and on the last bill for which the customer received service.

2.8.1. The Customer is responsible for the payment of all charges for facilities and services furnished by Ameritel to the Customer and to all Users authorized by 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 Ameritel 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 will be the rates in effect on the first day of the Customer's billing cycle.

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2.8. Billing and Payment Procedures (cont'd)

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 Ameritel 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 Ameritel 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 Ameritel are not open to the general public, the final payment date shall be extended through the next business day. If Ameritel becomes concerned at any time about the ability of a Customer to pay its bills, Ameritel may require that the Customer pay its bills and make such payments in cash or the equivalent of cash.

2.8.6. Any disputed charge may be brought to Ameritel's attention by verbal or written notification. In the case of a billing dispute between the Customer and Ameritel 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 Ameritel manager. During the period that the disputed amount is under investigation, Ameritel 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, Ameritel may discontinue service. In the event the dispute is not resolved, Ameritel shall inform the customer that the customer has the option to pursue the matter with the Public Utility Commission.

2.8.7. The Customer is responsible to pay Ameritel 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.

2.8.8. Ameritel may assess up to a twenty-five dollar ($25) charge for each returned check or credit card chargeback.

2.8.9. If service is suspended/disconnected by Ameritel in accordance with the provisions of the Tariff and later restored, restoration of service will be subject to all applicable installation charges if service was disconnected, or a reconnect fee if service was suspended.

2.8.10. When a customer is unable to pay a charge in full when due, Ameritel shall permit the customer to enter into an initial settlement agreement under which the charge may be paid as mutually agreed by both Ameritel and the customer. A copy of the settlement agreement shall be delivered or mailed to the customer upon request by the customer. Settlement agreements are only set up at the request of the customer. Settlement agreements are intended to function as a short-term solution and will be reviewed and approved on an individual case basis.

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2.9. Interruption of Service

2.9.1. Credit allowance for the interruption of service that is not due to Ameritel'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 Ameritel 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 Ameritel'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:

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

"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 priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

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).

2.11.2. The Customer will be responsible for all charges until the disconnect is effected. For nonusage sensitive charges, Customer will be liable for the entire monthly recurring charge during the month Customer's service terminates. If the Customer disconnects service prior to the end of a term plan, the termination liabilities associated with the term plan will apply.

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M.L.M. Telecommunications, Inc.
d/b/a Ameritel, Your Phone Company
1307 Central Ave
Hot Springs, AR 71901

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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 an undisputed delinquent account. Service will not be suspended or discontinued for nonpayment of a delinquent charge until Ameritel has notified the customer in writing at least ten days in advance of the suspension or discontinuance. Additionally, Ameritel will make reasonable efforts to contact the customer at least 24 hours in advance prior to suspending or disconnecting service.

B. Unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.

C. Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.

D. Misrepresentation of identity in obtaining telephone utility service.

E. Failure to post a required deposit or guarantee.

F. Failure to comply with terms of a settlement agreement.

G. As provided by state or federal law.

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 Service may not be discontinued by Ameritel for failure to pay charges not subject to the Missouri Public Service Commission's jurisdiction unless specifically authorized in Ameritel's tariffs approved by the Commission.

2.12.4 Customers shall have a minimum of 21 days from the rendition of a bill to pay the charges stated.

2.12.5 Service shall not be discontinued unless written notice by first-class mail is sent or delivered to the customer at least 10 days prior to the date of the proposed discontinuance.

2.12.6 At least 24 hours preceding a discontinuance, Ameritel shall make reasonable efforts to contact the customer to advise them of the proposed discontinuance and what steps must be taken to avoid it.

2.12.7 Ameritel Notices of Discontinuance shall contain the following information:

A. the name and address and the telephone number of the customer
B. a statement of the reason for the proposed discontinuance and the cost to the customer for reconnection
C. the date after which service will be discontinued unless appropriate action is taken
D. how a customer may avoid the discontinuance
E. the customer's right to enter into a settlement agreement if the claim is for a charge not in dispute and the customer is unable to pay the charge in full

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F. the telephone number where the customer may make an inquiry

SECTION 2 - RULES AND REGULATIONS

2.12. Cancellation for Cause (Cont'd)

2.12.7 (Cont'd.)

G. a statement that this notice will not be effective if the charges involved are part of an unresolved dispute

H. a statement of the exception for medical emergency as follows:

Ameritel will postpone a discontinuance for at least 21 days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the service is provided and where such a person is under the care of a physician. Any person who alleges such an emergency shall, if requested, provide Ameritel with reasonable evidence of such necessity.

2.13. Notice and Communication

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

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

2.13.3. All notices or other communications required to be given pursuant to this Tariff shall be made in writing to Ameritel at 1307 Central Ave., Hot Springs AR 71901 or by calling (818) 318-3663. Notices and other communications of either party, and all bills mailed by Ameritel, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U. S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.13.4. Ameritel or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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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) 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 Ameritel 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 Ameritel toll free at (818) 318-3663, or at 1307 Central Ave., Hot Springs, AR 71901.

2.16. Missouri Universal Service Fund

The Missouri Universal Service Fund has been established by the State of Missouri to help pay for keeping local phone rates affordable for low income customers. The amount of the surcharge will be consistent with the rate set by the Commission from time to time.

2.17 Statement of Company and Residential Customer Rights

A copy of the following Statement will be sent to all residential customers:

"Rights and Responsibilities of Missouri Residential Telephone Customer

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

Your Telephone Bill

You will receive a telephone bill from us each month. Ameritel provides local and long distance service. Ameritel does not require a deposit for service. Payment in full is due within 21 days of the date of the bill. If we do not receive your payment within 21 days, your service is subject to suspension or disconnection. When paying by mail, be sure to allow enough time for your payment to reach us by the due date.

Payment Arrangements

Payments must be sent to Ameritel or made at one of our Agent locations. Payment for service may be made by credit card or check, or may be paid in cash at an authorized Agent location. If you are temporarily having difficulty paying your telephone bill, please call Ameritel immediately at 1-818-318-3663. By doing this, you may avoid having your phone service suspended or disconnected.

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2.17 Statement of Company and Residential Customer Rights (cont'd)

Disconnection or Suspension of Telephone Service

Your telephone service is subject to disconnection or suspension for any of the reasons listed below. If service is disconnected, a new telephone number will be assigned and you will be required to pay installation charges again. If service is suspended, your telephone number is reserved for 30 days and you will be charged a reconnect fee.

1. Nonpayment of an undisputed delinquent account. Your service will not be suspended or discontinued for nonpayment of a delinquent charge until Ameritel has notified you in writing at least ten days in advance of the suspension or discontinuance. Additionally, Ameritel will make reasonable efforts to contact you at least 24 hours in advance prior to suspending or disconnecting your telephone service.
2. Unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or possibility of damage or destruction to such equipment.
3. Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.
4. Misrepresentation of identity in obtaining telephone utility service.
5. Failure to post a required deposit or guarantee.
6. Failure to comply with terms of a settlement agreement.
7. As provided by state or federal law.

Reconnection of Service

After local telephone service has been suspended or disconnected, Ameritel will restore your service when the reason for the suspension or disconnection has been remedied. Before restoring your service, the following will be required:

Payment for all undisputed amounts must be received by Ameritel or its authorized Agent.
1. Installation charges must be paid again if your service has been disconnected.
2. A reconnect fee must be paid if your service has been suspended.

Procedures for Handling Inquiries and Complaints

Telephone inquires may be directed to Ameritel at 1-818-318-3663. Written inquiries may be directed to Ameritel, Inc. 1307 Central Ave., Hot Springs, AR 71901, Attn: Customer Care.

Filing a Complaint with the Missouri Public Service Commission

If Ameritel cannot resolve your complaint, you may call the Missouri Public Service Commission, located at 200 Madison Street, Jefferson City, Missouri 65101, toll free at 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 their mailing address: P.O. Box 360, Jefferson City, Missouri 65102.

Also, the Missouri Office of the Public Counsel, representing the public before the Public Service Commission, has an office at 200 Madison Street, Suite 600, P.O. Box 7800, Jefferson City, Missouri 65102. The Public Counsel's telephone number is 573-751-4857.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. Local Exchange Telecommunications Services

3.1.1. General – Local Exchange Telecommunications Services consist of the services offered pursuant to this Tariff, either individually or in combination. Each service is offered independently of the other and is offered via Ameritel's facilities, conventional network elements purchased from other local exchange carriers, or via resale of facilities of other local exchange carriers for the transmission of one-way or two-way communications, unless otherwise noted. A connection to Ameritel's switching network enables the Customer to:

1. receive calls from other stations on the public switched telephone network;
2. access Ameritel's Local Exchange calling services as set forth in this Tariff;
3. access intrastate, interstate and international calling services provided by Ameritel and other certified common carriers;
4. access toll-free telecommunications services such as 800 NPA;
5. access 9-1-1 service for emergency calling; and
6. access other operator and directory assistance services.

3.1.2. Service Description - Ameritel provides Residential and Business Customers with the ability to originate calls from a Ameritel-provided access line to all other stations on the public switched telephone network within the central office exchanges included in the Customer's local calling area.

Residential and Business Customers may choose from one of the Local Service Plans in Section 3.1.4 and are assessed a flat monthly fee based on their local service plan(s) and originating exchange that entitles the customer to unlimited usage.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. Telecommunications Services (cont'd)

3.1.2.A. Business Services - Business Services provide the Customer with the general telecommunications services listed in Section 3.1.1 of this Tariff with the following modifications, limitations and restrictions:

1. Business Services cannot be used to originate calls to other telephone companies' caller-paid information services (e.g., N.A. 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by Ameritel, unless otherwise requested by customer to be unblocked.

2. Service is furnished only for use by the Business Customer, guests, employees and business associates.

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3.1. Telecommunications Services (cont'd)

3.1.2. Local Exchange Service (cont'd)

3.1.2.A. Business Services

3. Service is available whenever the use of the service is primarily or substantially of a business, professional institution or otherwise occupation nature, or where the listing required is such as to indicate business use. Business rates are applicable to:

a. Offices, stores, factories, boarding houses, offices of hotels and apartment houses, colleges, public, private or parochial schools, hospitals, nursing homes, libraries, institutions, churches and all other establishments of a strictly business nature.

b. Any location where a business designation is provided or when a title indicating a trade, occupation or profession is listed.

c. Service terminating solely on the answering service facilities of a telephone answering firm will carry business rates.

d. Residential locations where the Business customer has no regular business telephone service and the use of the service by the Business Customer, members of the household, or guests is of a business nature as may be indicated by advertising through newspapers, handbills, billboards, circulars, business cards, or otherwise.

3.1.2.B. Residential Services - Residential Services provide the Customer with the general telecommunications services listed in Section 3.1.1 of this Tariff and is not available to those locations governed by Section 3.1.2.A.

1. Residential Services cannot be used to originate calls to other telephone companies' caller-paid information services (e.g., N.A. 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by Ameritel, unless otherwise requested by the customer to be unblocked.

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3.1. Telecommunications Services (cont'd)

3.1.3. **Service Areas and Local Calling Scopes**

3.1.3.A. Ameritel provides residential and business telecommunications services, as described in this tariff, within the Southwestern Bell Telephone Company (SWBT) exchanges noted below. Ameritel concurs in the maps and legal description of the exchanges below as filed with the Missouri Public Service Commission by SWBT.

Exchange Name	Exchange Name	Exchange Name
Adrian	De Kalb	Holcomb
Advance	De Soto	Hornersville
Agency	Deering	Imperial
Altenburg-Frohna	Delta	Jackson
Antonia	Dexter	Jasper
Archie	Downing	Joplin
Argyle	East Prairie	Kennett
Armstrong	Edina	Kirksville
Ash Grove	Eldon	Knob Noster
Beaufort	Elsberry	La Monte
Bell City	Essex	Lake Ozark-Osage Beach
Benton	Eureka	Lamar
Billings	Excelsior Springs	Lancaster
Bismarck	Farley	Leadwood
Bloomfield	Farmington	Lilbourn
Bloomsdale	Fayette	Linn
Bonne Terre	Fenton	Lockwood
Boonville	Festus-Crystal City	Louisiana
Bowling Green	Fisk	Macks Creek
Brookfield	Flat River	Malden
Camdenton	Frankford	Manchester
Campbell	Fredericktown	Marble Hill
Cape Girardeau	Freeburg	Marceline
Cardwell	Fulton	Marionville
Carl Junction	Gideon	Marshall
Carrollton	Glasgow	Marston
Carthage	Grain Valley	Maxville
Caruthersville	Gravois Mills	Meta
Cedar Hill	Gray Summit	Mexico
Center	Greenwood	Moberly
Chaffee	Hannibal	Monett
Charleston	Harvester	Montgomery City
Chesterfield	Hayti	Morehouse
Chillicothe	Herculaneum-Pevely	Neosho
Clarksville	Higbee	Nevada
Clever	High Ridge	New Franklin
Climax Springs	Hillsboro	New Madrid

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. **Telecommunications Services** (cont'd)

3.1.3. **Service Areas and Local Calling Scopes**

Exchange Name	Exchange Name	Exchange Name
Oak Ridge	Richmond	St. Marys
Old Appleton	Richwoods	Stanberry
Oran	Risco	Trenton
Pacific	Rushville	Tuscumbia
Patton	San Antonio	Union
Paynesville	Scott City	Valley Park
Perryville	Sedalia	Versailles
Pierce City	Senath	Vienna
Pocahontas	Sikeston	Walnut Grove
Pond	Slater	Wardell
Poplar Bluff	Smithville	Ware
Portage Des Sioux	South Arkansas City	Washington
Portageville	St. Charles	Webb City
Puxico	St. Clair	Wellsville
Qulin	St. Genevieve	Westphalia
	St. Joseph	Wyatt
Kansas City Metropolitan Exchange	**St. Louis Metropolitan Exchange**	**Springfield Metropolitan Exchange**
Principal Zone	Principal Zone	Principal Zone
Kansas City	St. Louis	Springfield
MCA-1 Zones	MCA-1 Zones	MCA-1 Zones
Gladstone Independence Parkville Raytown South Kansas City	Ferguson Ladue Mehlville Overland Riverview Sappington Webster Groves	Fair Grove Nixa Republic Rogersville Strafford Willard
MCA-2 Zones	MCA-2 Zones	
Belton Blue Springs East Independence Lee's Summit Liberty Nashua	Bridgeton Creve Coeur Florissant Kirkwood Tiffany Springs Oakville Spanish Lake	

3.1.3.B. Exchanges included in Local Calling Areas:

Ameritel concurs with the applicable ILEC's exchanges for all customers.

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3.1. **Telecommunications Services** (cont'd)

3.1.4. **Local Service Plans**

3.1.4.A. Basic Plan

Provides local service only. No Features come with this plan.

3.1.4.B. Platinum Plan

Provides local phone service plus the 25 Features listed in Section 3.1.8.

3.1.4.C. Reserved for Future Use

3.1.5 **Non-Recurring Service Charges** - Service charges may apply to all residential and business customers who subscribe to any of Ameritel's local service plans or request a move and/or change of certain types of telecommunications services.

3.1.5.A. The New Service Charge is a per order, nonrecurring charge that applies as follows:

1. Institution of local exchange service to a customer's premises for the first time.
2. Institution of additional local exchange access lines to a customer's premises.
3. A change in location of customer's equipment or service from one premise to another.
4. A temporary suspension of service at the customer's request or to change the telephone number to which suspended service calls are referred.
5. A request to change from one type of hunting arrangement to another, or rearrange central office hunting lines.
6. A restoration of service due to disconnection from nonpayment of bill for telecommunications services.

3.1.5.B. No New Service Charge will apply to customers converting their existing local phone service, as is, from the incumbent LEC to Ameritel. No Change Rate Plan charge will apply to existing Ameritel customers who change their local calling plans.

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3.1.5.C. An Order Processing Fee applies as follows, on a per order basis:

1. A telephone number change made at the customer's request.

2. The addition or deletion of any Custom Calling Feature listed in Section 3.1.8; Caller ID Service listed in Section 3.1.9; Multi-Line Hunting Service listed in Section 3.1.10; or Toll Restriction Service listed in Section 3.1.14.

The Order Processing Fee will not apply to the first customer initiated change to a line made subsequent to original service order placement

3.1.5.D. A Restore Service Fee will be applied on a per line basis for service that is restored due to suspension from nonpayment of bill for telecommunications services.

3.1.6 **Reserved For Future Use**

3.1.7. **Telephone Directory Service** - Ameritel, through its interconnection agreement SWBT, will provide telephone directory services to its Customers. This includes listings in SWBT's White Pages directory and directory assistance database. The following telephone directory services are offered:

3.1.7.A. Primary Listing – Primary directory listing in both SWBT White Pages and Directory Assistance database. The listing is the actual name of the customer to whom the service is rendered, with the following exceptions:

1. For residential customers, the listing may be in the name of a member of the customer's family or household. A dual name listing may be provided for two (2) persons who share the same surname and reside at the same address (*i.e.*, John and Jane Doe), or for a person known by two first names.

2. For business customers, the listing may be in the name of the business or of a member, officer, employee, or representative of the business. The listing may also include the name of a division, branch or department.

3. In the case of a business line operating at a residence, a dual name listing may be provided as described in #1 above.

3.1.7.B. White Pages Directory(s) - This service provides for the annual delivery of the White Pages directory. One (1) directory per residential household and one (1) directory per business line will be provided at no charge. Additional directories can be purchased at the request of the customer.

3.1.7.C. Non-Listed Service - For customers who desire their telephone numbers to be omitted from SWBT's White Pages directory, but NOT the directory assistance database.

3.1.7.D. Non-Published Service - For customers who desire their telephone number to be omitted from SWBT's White Pages directory, as well as the directory assistance database.

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3.1.7.E. Regular Extra Listing - An additional listing tied to the same number and address as the primary listing. For residential customers, the listing may be the names of members of the customer's family or of other persons residing in the customer's household. For business customers, additional listings may be requested for such things as names of partners or members of the firm, officers of a corporation, or the names of employees of the customer.

3.1.7.F. Extra Line Listing - Extra line material may be provided in the alphabetical directory when, in the opinion of Ameritel, it facilitates the use of telephone service. Ordinarily, an extra line will be provided only when a customer has more than one listed telephone. An extra line consists of five words or any fraction thereof. When a customer needs more than five words to properly direct calls, he may arrange for two or more extra lines. If the customer requests separate lines consisting of less than five words, the extra listing charge applies to each line. If two items of supplemental address information appear on the same line, two extra listing charges apply.

3.1.7.G. Alternate Listing – Listing of an alternate telephone number to be called in case no answer is received at the primary call number or indicating an alternate telephone number to be called during certain periods or under certain circumstances in preference to the primary call number is permitted for customers to all classes of service. A phrase necessary to direct the method of calling and giving the number to call may be provided as an alternate listing.

3.1.7.H. Secretarial Listing - A customer engaged in furnishing service of a secretarial nature may contract for telephone secretarial listings for the benefit of patrons under the following conditions: (A) No physical facilities shall be provided for the use of such patrons or tenants, other than public telephone service; (B) The customer subscribing for the secretarial listings is not to permit the use of his telephone service by such patrons; (C) Secretarial listings will be accepted only upon written authorization to Ameritel from the patron to be listed.

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3.1. **Telecommunications Services** (cont'd)

3.1.7. Telephone Directory Service (cont'd)

3.1.7.I. Additional Listing for Rotary Number Group - Where a customer is served by two or more main lines in a series completion group arranged for a hunting operation, additional listings may be provided on any of the lines other than the first number in the group.

3.1.7.J. Foreign Listing - Used when a customer desires a listing in a directory published in an exchange other than the exchange serving the customer.

3.1.7.K. Residence Signature Listing – Distinctive directory listings available to residential customers.

3.1.7.L. Residence Family Space Listings – Allows a residential customer to list the name or nickname of the household members in the directory. The listing is set apart from the preceding and following directory listings by white space and a border forming a box around the listing. Listings may be the names of nicknames of members of the customer's family or other persons residing in the customer's household. The number of names allowed is limited to the number of letters available on two lines.

3.1.7.M. Residence Personality Logo – Allows a residential customer to add a logo to a primary or an extra listing and enclose that listing in a box frame. The customer will choose from a list of logos prepared by SWBT.

3.1.8. **Custom Calling Features**

3.1.8.A. Service Offerings available to Customer's and End Users of Ameritel's local exchange service on local access lines only, subject to availability from the central office serving the customer:

3.1.8.A.1 Anonymous Call Rejection - Allows the customer to reject incoming callers who have blocked delivery of their telephone number.

3.1.8.A.2 Automatic Callback - The Subscriber may return the last call to the Customer's telephone number by dialing a one or two-digit code.

3.1.8.A.3 Auto Redial - When you reach a busy signal, to a phone in your local calling area, you may hang up, then pick up your phone again and Dial *66.

3.1.8.A.4 1 or 2 Personalized Ringing Numbers - You can have up to two different telephone numbers, that each ring in a distinctive manner, so that you can either answer these calls differently, or let your kids answer their own calls! If you checked the feature on your order, you already have these numbers installed.

3.1.8.A.5 Call Forwarding - This allows you to transfer all incoming calls to another number.

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3.1.8.A.6 Call Forwarding Busy - Automatically forwards incoming calls to another number when your line is in use.

3.1.8.A.7 Call Forward Don't Answer - Automatically forwards incoming calls to another number when there is no answer after a pre-designated number of rings (1-8).

3.1.8.A.8 Call Return - Allows you to automatically return a call to the last number that called you.

3.1.8.A.9 Call Trace - Allows YOU to 'TRACE' a disturbing or harassing call

3.1.8.A.10 Three-Way Calling - Allows the Customer to add a third party to a conversation.

3.1.8.A.11 Call Waiting - Allows the customer to be notified of an incoming call while the Customer is having a conversation with another party.

3.1.8.A.12 Caller ID - Caller ID is an optional feature which allows the subscriber to see the telephone number of an incoming call displayed on the Customer-provided display unit. The telephone number of an incoming call will display between the first and second rings. Caller ID service works only on calls which originate and terminate in central offices which are equipped and has SS7 connectivity. Caller ID is available to Customers by monthly subscription only, which provides unlimited use of this service. The Caller ID box is not included in the rate for the monthly service fee.

The telephone numbers that will be displayed on a Caller ID subscriber's display unit include listed, non-listed and non-published telephone numbers.

Telephone numbers that will not be displayed to the Caller ID subscriber are: (1) calls from customers who use Per-Call Blocking or Per-Line Blocking; (2) calls from customers located in central offices not a part of the SS7 Signaling System; and (3) calls placed through an operator. When these types of calls are received by a Caller ID subscriber, their display unit will notify them that the calling telephone number is unavailable.

Caller ID subscribers must provide and connect their own compatible customer premises equipment (CPE) to process the Calling Number and/or Calling Name transmission. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the customer. Ameritel assumes no liability and will be held harmless for an incompatibility of this equipment to perform satisfactorily with the network features described herein.

3.1.8.A.13 Caller ID Call Waiting - Allows YOU to know the telephone number and name of the calling party during a telephone call in progress. Caller ID Call Waiting will display the listed name on the billed telephone

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number (limited to 15 characters). You may respond to Call Waiting Caller ID during a call in any of the following ways:

- Terminate the first call by hanging up, and answer the second call when your phone rings again;
- Answer the second call by "flashing" your switch hook or pressing your "FLASH" button, if you have one;
- Ignore the beep. The call will forward to the number you provided for Call Forward Busy, if you ordered this free feature.

3.1.8.A.14 Operator Services - For the best operator services available, **dial "00" for an operator at all times**, 24 hours per day.

3.1.8.A.15 Priority Call - Allows you to identify specific incoming telephone numbers with a distinctive ring.

3.1.8.A.16 Programmable Call Blocker Service - Allows the customer to block up to 10 numbers in their local calling area from calling your telephone number.

3.1.8.A.17 Optional Caller ID Blocking - This service will block your Caller ID Number from being sent when you make calls.

3.1.8.A.18 Selective Call Rejection - This feature operates exactly the same as Programmable Call Blocker Service.

3.1.8.A.19 Speed Dialing to 8 Numbers - Allows the customer to program into their phone up to 8 numbers that can be dialed by pressing one number.

3.1.8.A.20 Three Way Calling - Allows the customer to add a third party to an existing telephone conversation without hanging up. Distance restrictions do not apply to incoming or outgoing calls.

3.1.8.A.21 Automatic Blocking of 900 and 976 Calls - No one will be able to make any expensive 900 or 976 calls from your phone.

3.1.8.A.22 Automatic Blocking of Collect Calls - Unless you have an account with the long distance company that's calling you, should you receive any Collect Calls, accept them and talk as long as you like! Ameritel will not bill you for any Collect Calls, as we don't authorize any carrier to place Collect Calls to your telephone number.

3.1.8.A.23 Selective Call Forwarding - Allows you to specify up to 10 specific numbers to automatically forward to your cellular phone, or any other telephone number, such as your office. Calls from these numbers only will forward to the number you specify.

3.1.8.A.24 Disaster Recovery Service - Allows the customer to activate, deactivate, or change the 'forward to' number from a location other than from your telephone, at your convenience, including when storms or accidents interrupt the telephone facilities between the Telephone Company Central Office and your location. You may use this feature from your cellular phone or your office telephone, for example. You

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must use a touch tone phone. Your 4-digit Personal Identification Number is the same as the last 4 digits of your main telephone number.

3.1.8.A.25 Customer Protection Service - Provides a block on the customer's telephone line to protect them from having their service slammed. The customer may request to have this block removed at any time.

3.1.8.B. Calling features are subject to availability of facilities and compatibility with central office equipment, access lines, and customer premises equipment.

3.1.8.C. Auto Redial, Call Blocker, Call Return, Call Trace, Priority Call, Selective Call Forwarding and Caller ID are functional when both the call originating customer and the call terminating customer are served from central offices capable of sending and receiving the Calling Party Number (CPN) and are linked by appropriate facilities.

3.1.8.D. Services with call forwarding capabilities (including Call Forwarding, Call Forwarding-Busy Line, Call Forwarding-Don't Answer) cannot be used on a continual basis to expand the local calling scope beyond that available to a customer's premise.

3.1.9. **Maintenance of Service** - The Customer shall be responsible for the payment of all related charges for each service call by a Ameritel employee or contractor to the customer's premises where the service difficulty or trouble results from the use of terminal equipment, communications systems or premises cable and wire on the customer's side of the demarcation point.

3.1.9.A Standard Service Call Charge - Applies for each dispatch during a normally scheduled work day where a technician is on duty. A normally scheduled work day is defined as 8AM to 5PM, Monday through Friday. If more than one technician is dispatched in conjunction with the same trouble report, the charge applies to each technician. This charge also applies to dispatches during a normally scheduled work day where the technician(s) could not access the premises.

3.1.9.B Emergency Service Call Charge – Applies for each dispatch outside a normally scheduled workday where an off duty technician is called in to perform the work. If more than one technician is dispatched in conjunction with the same trouble report, the charge applies to each technician.

3.1.9.C NID Move Charge – Applies for each dispatch related to relocating the customer's Network Interface Device (NID). This charge is in addition to either the Standard or Emergency Repair Charge, which will be determined based on the time of the dispatch.

3.1.10. **Reserved for Future Use**

3.1.11. **9-1-1 Telecommunication Service** - All terms and conditions set forth in this Section are applicable to the services as defined in this Tariff.

3.1.11.A. Service Overview

1. Ameritel is obligated to supply the E-911 service provider in Ameritel's service area with accurate information necessary to update the E-911 database at the time Ameritel submits customer orders to the local exchange telecommunications company whose service is being resold pursuant to these tariffs.

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2. At the time Ameritel provides basic local service to a customer by means of Ameritel's own cable pair, or over any other exclusively owned facility, Ameritel will be obligated to make the necessary equipment or facility additions in the E-911 service provider's equipment in order to accurately and properly update the database for E-911.

3. Ameritel will be obligated to provide facilities to route calls from the end users to the proper Public Safety Answering Point. Ameritel recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by Ameritel.

4. Ameritel will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo 190.310.

3.1.11.B. Regulations

1. This offering is limited to the provision and use of the digits 9-1-1 as the Universal Emergency Telephone Number (Code).

1. 9-1-1 Service is one-way service only.

2. Ameritel shall not incur any liability, direct or indirect, to any person who dials or attempts to dial, the digits 9-1-1 or to any other person who may be affected by the dialing of the digits 9-1-1. Ameritel's entire liability arising out of the provision of 9-1-1 Service under this tariff shall be limited as set forth in this Section and in the Rules.

3.1.12. **Toll Restriction Service** - An optional, central office activated, service which prohibits anyone from originating a direct dialed (1+) or an operator assisted (0 or 0+) outgoing long distance call from a designated local exchange access line. Any such calls, when attempted, will be routed to a central office announcement which will inform the user that long distance calls are restricted from that line.

Toll Restriction Service will be provided as follows:

3.1.12.A. Toll Restriction Service can be placed on any Ameritel local access line where the customer has subscribed to one of Ameritel Telecommunication's local service plans.

3.1.12.B. Any local access lines with Toll Restriction Service ***ARE*** eligible for any free 1+ minutes allowable under Ameritel's Toll/Long Distance Promotion.

3.1.12.C. For business multi-line hunt groups, each local access line in the hunting group must be equipped with Toll Restriction Service.

3.1.12.D. Toll Restriction Service will ***not*** be provided on PBX trunks, at such time as Ameritel offers PBX-type service.

3.1.12.E. Toll Restriction Service is subject to availability in the central office serving the Ameritel customer.

3.1.12.F. The types of outbound long distance calls that are restricted are as follows:

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1. Any direct dialed 1+ long distance call. Examples include (1+Area Code+xxx-xxxx), (1+xxx-xxxx), (five-digit carrier access code + 1+xxx-xxxx), or (five-digit carrier access code + 1+Area Code+xxx-xxxx).

2. Any local or long distance 0+ or 0 call, ***even in the event of an emergency***. Examples include (0+Area Code+xxx-xxxx), (0+xxx-xxxx), (five-digit carrier access code + 0+xxx-xxxx), or (five-digit carrier access code + 0+Area Code+xxx-xxxx).

3. Any Directory Assistance call for local or long distance numbers. Examples include (1+411) and (1+555-1212).

4. Any call placed to a local DIAL 976 telephone number. Example (976-xxxx).

3.1.12.F. The types of outbound long distance calls that are restricted are as follows: (cont'd)

5. Any call to an emergency telephone number if it is a long distance call.

3.1.12.G. The customer indemnifies and saves harmless Ameritel from any and all claims, losses and damages that may be caused by Toll Restriction Service.

3.1.13. **Tell-A-Friend Program** - This program provides a one-time allowance of 100 minutes of 1+ long distance to local exchange service customers of Ameritel for referring a local exchange service customer to Ameritel.

The allowance is in addition to any other allowable promotional credits.

Referring customers can earn an allowance for each customer referred, provided they meet all terms and conditions of the program.

Referred customer must pay their initial Ameritel invoice. Credit to the referring customer will not be given if the referred customer activates an account with Ameritel but never submits their initial payment.

3.1.14. **Number Intercept Treatment**

Upon changing a customer's telephone number, Ameritel will make known to the customer that Ameritel will intercept all calls to a customer's former telephone number and give out the new number, at no charge to the customer, provided the customer desires this service. The service will be provided for a minimum of 30 days.

3.1.15. **Number Portability**

Ameritel does provide Number Portability Service.

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SECTION 4 - RATES AND CHARGES

4.1. **Local Exchange Service** - The following rates and charges appy to Residential and Business Customers.

4.1.1. **Non-Recurring Service Charges** - All rates are per service order, except as noted.

New Service	$25.00
Restore Service	$20.00
Outside Move	$20.00
Name Change	$10.00
Number Change	$10.00
Unlisted Number	$10.00
Change Rate Plans	$10.00
Change Long Distance Carriers	$10.00
NSF Charge	$20.00

4.1.2. **Monthly Local Service Plan Charges** - All rates are per line and include all taxes and fees.

4.1.2.A.	Residential	Monthly Rate
	Basic Plan	$38.00
	Platinum Plan	$48.00

4.1.2.B.	Business	Monthly Rate
	Basic Plan	$35.00
	Platinum Plan	$50.00

4.1.2.C Features

Call Waiting	$2.50
Call Forwarding	$2.50
Call Forwarding Busy	$2.50
Call Forwarding Don't Answer	$2.50
Three Way Calling	$2.50
Speed Calling 8	$2.50
Auto Callback/Auto Redial	$2.50
Priority Call	$2.50
Selective Call Rejection/Call Blocker	$2.50
Auto Recall/Call Return	$2.50
Selective Call Forwarding	$2.50
Calling # Delivery	$2.50
Calling Name Delivery	$2.50
Calling Number/Name Blocking	$2.50
Unlisted Number	$2.50
Anonymous Call Rejection	$2.50
1 or 2 Personalized Ring Numbers	$2.50
Caller ID	$2.50
Caller ID Call Waiting	$2.50
Operator Services	$2.50
Automatic Blocking (900 & 976)	$2.50
Automatic Blocking (Collect)	$2.50
Disaster Recovery Service	$2.50
Customer Protection Service	$2.50

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SECTION 4 - RATES AND CHARGES

4.1. **Local Exchange Service** (Cont'd)

4.1.3. **Telephone Directory Service Rates**

Service Type	Set-up Charge	Monthly Rate
Non-Listed Service		
Primary Line	*	$ 1.40
Additional Line	*	$ 1.40
Non-Published Service	*	$ 1.85
Regular Extra Listing		
Residential	*	$ 1.65
Business	*	$ 3.00
Extra Line Listings		
Residential	*	$ 1.65
Business	*	$ 3.00
Alternate Listings		
Residential	*	$ 1.65
Business	*	$ 3.00
Secretarial Listings	*	$ 4.00
Add'l Listings - Rotary No. Group	*	$ 4.00
Foreign Listings		
Residential	*	$ 1.65
Business	*	$ 3.00
Residence Signature Listing	*	$ 3.00
Residence Family Space Listings	*	$ 5.00
Residence Personality Logo		$ 5.00

* Set-up Charges for newly created listings are one-time nonrecurring charges that apply as follows:

	Rate
Residential	$ 6.00
Business	$ 9.50

4.1.4. **Tell-A-Friend Program**

Amount of allowance

Per customer $ 9.90

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SECTION 5 - PROMOTIONS AND DISCOUNTS

5.0 **General** -- From time to time, Ameritel 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.

Ameritel 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. If facilities permit, all residence and/or business customers will be offered the same opportunity to take advantage of the same terms and conditions under the promotions in which to subscribe to residence or business services.

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