

**TITLE PAGE**

**INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES  
OF  
BIG RIVER TELEPHONE COMPANY, LLC**

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

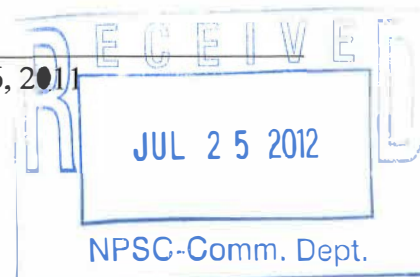
**BIG RIVER TELEPHONE COMPANY, LLC  
24 S. Minnesota Ave.  
Cape Girardeau, Missouri, 63703**

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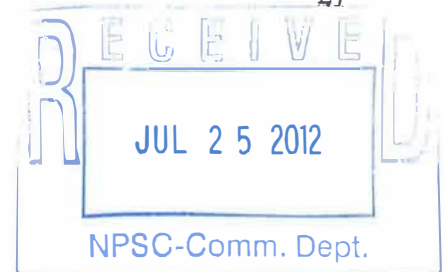
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Big River Telephone Company, LLC



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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 Nebraska Public Service Commission. For example, the fourth revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, *etc.*, the most current page number on file with the Commission is not always the tariff page in effect. Business Customers should consult with check sheet for the page currently in effect.
3. **Paragraph Numbering Sequence.** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
  - 1.
  - 1.1.
  - 1.1.1.
  - 1.1.1.A.
  - 1.1.1.A.1.
  - 1.1.A.1.(a)
  - 1.1.1.A.1.(a)(I)
  - 1.1.1.A.1.(a)(I)(i)
  - 1.1.1.A.1.(a)(I)(i)(1)
4. **Check List of Effective Pages.** When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, *etc.*). Customers should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.
5. **Symbols Used in This Tariff.**
  - (AT) To signify addition to text.
  - (C) To signify a correction.
  - (CP) To signify a change in practice.
  - (CR) To signify a change in rate.
  - (CT) To signify a change in text.
  - (DR) To signify a discontinued rate.
  - (FC) To signify a change in format lettering or numbering.
  - (MT) To signify moved text.
  - (NR) To signify new rate.
  - (RT) To signify removal of text.



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**SECTION 1 - DEFINITIONS**

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

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

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

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

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

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

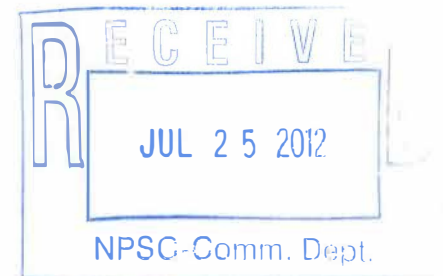
BTN: Billed Telephone Number, may consist of one or more WTNs.

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

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

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

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



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**SECTION 1 – DEFINITIONS (cont’d)**

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

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

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

Collocation: An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

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 – Nebraska Public Service Commission (“NPSC”).

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

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

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

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

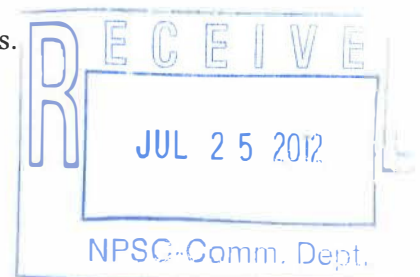
Delinquent or Delinquency - An account for which payment has not been made in full on or before the last day for timely payment.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator or the customer’s central answering point.

Direct Inward Dial (or “**DID**”): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or “**DOD**”): A service attribute that allows individual station users to access and dial outside numbers directly.

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



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**SECTION 1 – DEFINITIONS (cont’d)**

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

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

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

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

FCC - Federal Communications Commission.

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

Hunting: The ability to route a call to an idle station line in a prearranged group when the called station line is busy.

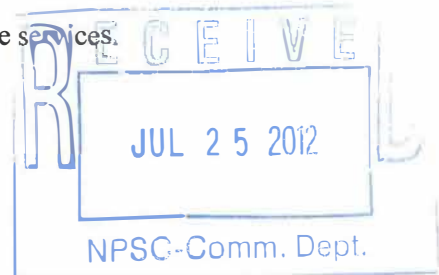
Incumbent Local Exchange Carrier ("ILEC") or Local Exchange Carrier ("LEC") - is any local exchange carrier that was as of February 8, 1996 deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. 69.601(b) of the FCC's regulations.

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.

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



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**SECTION 1 – DEFINITIONS (cont'd)**

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

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

Monthly Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Multiline: An individual flat rate exchange service furnished by means of two or more exchange lines terminating in apparatus which facilities pick-up by associated stations. Multiline rates do not apply where the PBX trunk rate applies or to Centrex 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.

Nonrecurring Charge ("NRC"): The initial charge, usually assessed on a one-time basis, to initiate and establish service.

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.

PBX: Private Branch Exchange

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.

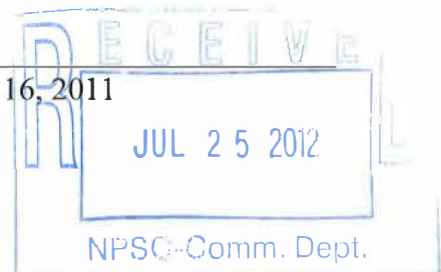
Recurring Charges: The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

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**SECTION 1 – DEFINITIONS (cont’d)**

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

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

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

Service Commencement Date: The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order, or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from the Customer, the Service Commencement Date will be the first date on which the service or facility is used by the Customer or its End User Customers.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Services - Big River’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/or intrastate interexchange telecommunications services from whom Big River acquires services that it resells to Customers.

Usage Based Charges: Charges for minutes or messages traversing over local exchange facilities.

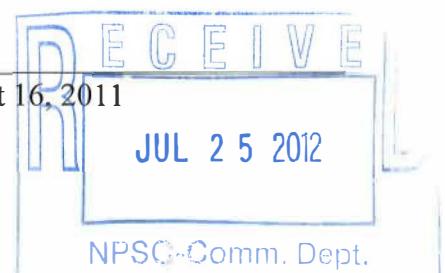
WTN – Working Telephone Number.

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**SECTION 2 - RULES AND REGULATIONS****2.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points in the state of Nebraska. The Company may offer these services over its own or resold facilities

Subscribers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company's network in order to originate or terminate its own services, or to communicate with its own Subscribers.

The Company may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities as required in the Authority's rules and orders, when authorized by the Subscriber, to allow connection of a Subscriber's location to the Company network. The Subscriber shall be responsible for all charges due for such service arrangements.

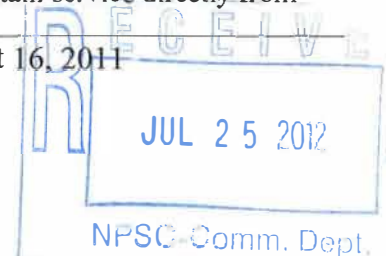
**2.2 Terms and Conditions**

- 2.2.1 Service is provided on the basis of a minimum period of at least one-month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- 2.2.2 Subscribers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Subscribers will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.2.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Subscriber of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 2.2.4 In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 2.2.5 This tariff shall be interpreted and governed by the laws of the State of Nebraska regardless of its choice of laws provision.
- 2.2.6 Alltel, Qwest, Sprint, or any other ILEC and their affiliated local telephone companies must not interfere with the right of any person or entity to obtain service directly from

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the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

- 2.2.7 To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Subscribers. At the reasonable request of either party, the Company and the other telephone company shall cooperate with the owner of the property to allow access for the other party to serve a person or entity.

**2.3 Notices and Communications**

- 2.3.1 The Subscriber shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Subscriber may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.3.2 The Company shall designate on the Service Order an address to which the Subscriber shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Subscriber shall mail payment on that bill.
- 2.3.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, 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.
- 2.3.4 The Company or the Subscriber 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.

**2.4 Limitations**

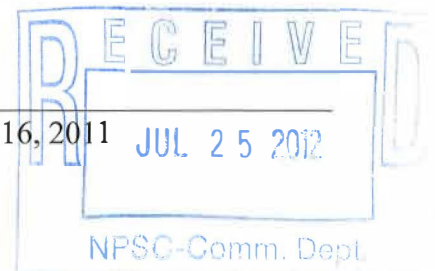
- 2.4.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.
- 2.4.2 The Company reserves the right to discontinue or limit services when necessitated by conditions beyond its control, or when the Subscriber is using service in violation of provisions of this tariff, or in violation of the law.

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2.4.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.5 **Assignments and Transfers**

2.5.1 The Company directly controls all facilities provided under this tariff and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the services or facilities.

2.5.2 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, as well as all conditions of service.

2.6 **Prohibited Uses**

2.6.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Subscriber has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.6.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws, regulations, policies, orders, and decisions of the Nebraska Public Service Commission.

2.6.3 The Company may require a Subscriber to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.7 **Liability of the Company**

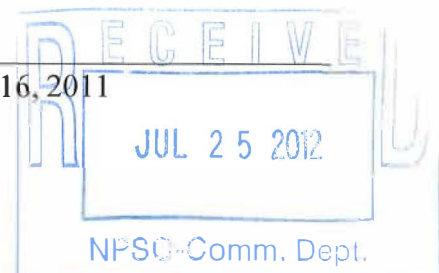
2.7.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.25. The extension of such allowances for interruption shall be the sole remedy of the Subscriber and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Subscriber as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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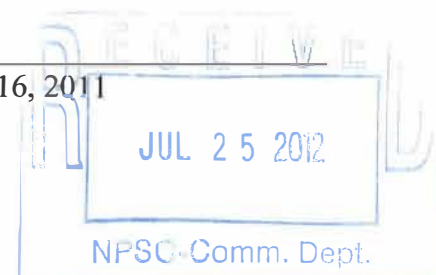
- 2.7.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.7.3 The Company shall not be liable for any act(s) or omission(s) of another entity furnishing to the Company or to the Company's Subscriber's facilities or equipment used for or with the services the Company offers.
- 2.7.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Subscriber or due to the failure or malfunction of Subscriber-provided equipment or facilities.
- 2.7.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Subscriber indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Subscriber 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 any installation so provided. The Company reserves the right to require each Subscriber to sign an agreement, acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 2.7.6 The Company is not liable for any defacement of or damage to Subscriber premises result' from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 2.7.7 The Company shall be indemnified, defended and held harmless by the Subscriber against any claim, loss or damage arising from Subscriber's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Subscriber's own communications.

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2.7.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Subscriber for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.7.9 BIG RIVER MAKES NO WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES PROVIDED HEREUNDER, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, THOSE OF NONINFRTNGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT DAMAGES ARISING HEREUNDER SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SERVICES AND IN NO EVENT SHALL BIG RIVER BE LIABLE TO CUSTOMER FOR DAMAGES OF ANY KIND INCLUDING INCIDENTAL, CONSEQUENTIAL, INDIRECT, DIRECT, SPECIAL OR PUNITIVE DAMAGES.

**2.8 Obligations of the Subscriber**

The Subscriber shall be responsible for:

- 2.8.1 payment of all applicable charges pursuant to this tariff;
- 2.8.2 damage to or loss of the Company's facilities or equipment caused by the acts ,or omissions of the Subscriber; or the noncompliance by the Subscriber, with these regulations, or by fire or theft or other casualty on the Subscriber Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.8.3 reimbursing Big River for damages to facilities or equipment caused by the negligence or willful acts of the Customer's officers, employees, agents or contractors;
- 2.8.4 charges incurred with interconnect or local operating companies for service or service calls made to the Customer's premises or on the Customer's leased or owned telephonic equipment unless Big River specifically authorizes said visit or repairs in advance of the occurrence and Big River agrees in advance to accept the liability for said repairs or visit;
- 2.8.5 payment for all Big River service charges incurred through usage or direct action on the part of the Customer.

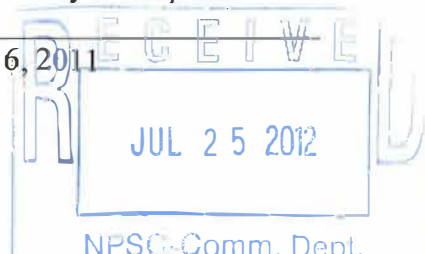
**2.9 Interruption of Service**

2.9.1 Credit allowance for the interruption of service that is not due to Big River's testing or adjusting, negligence of the Customer or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the Customer to notify Big River immediately of any interruption in

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service for which a credit allowance is desired. Before giving such notice, the Customer or end-user shall ascertain that the trouble is not being caused by any action or omission by the Customer within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to Big River's facilities.

An adjustment or refund shall be made:

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

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

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

Credit Formula:

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

where "A" - outage time in hours  
"B" - total monthly charge for affected facility

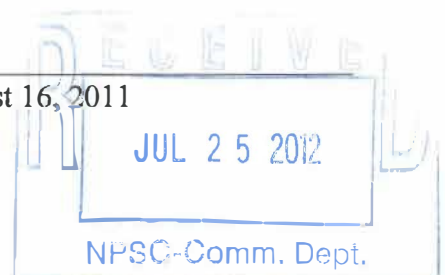
2.9.4 If written notice of a dispute as to charges is not received by the Company within 180 days of the date a bill is issued, such charges shall be deemed to be correct and binding on the Customer.

2.10 **Restoration of Service**

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

2.11 **Disconnection of Service by Customer**

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





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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 a delinquent bill for non-disputed regulated telecommunications services within the period;
  - B. Failure to make a required security deposit;
  - C. Violation of or noncompliance with any provision of law, or of the tariffs or terms and conditions of service of the Company filed with and approved by the Commission;
  - C. Refusal to permit the Company reasonable access to its telecommunications facilities for recovery, maintenance, and inspection thereof.
  - D. Interconnection of a device, line, or channel to Company facilities or equipment contrary to the Company's terms and conditions of service on file with and approved by the Commission.
  - E. Use of telephone service in such manner as to interfere with reasonable service to other end users.
- 2.12.2 Service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.
- 2.12.3 At least 24 hours preceding a discontinuance, the Company shall make reasonable efforts to contact the Customer to advise it of the proposed discontinuance and what steps must be taken to avoid it.
- 2.12.4 Service shall not be disconnected unless written notice by first class mail is sent or delivered to the Customer at least ten (10) days prior to the date of the proposed discontinuance.

**2.13 Notice and Communication**

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

**2.14 Taxes, Surcharges and Utility Fees**

Customer is responsible for the payment of all federal, state and local taxes, surcharges, utility fees, or other similar fees (*i.e.*, gross receipts tax, sales tax, municipal utilities tax, 911 surcharges

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

2.15 **Customer Billing Inquiries**

Any customer who has a question regarding his/her telephone bill may contact Big River toll free at (800) 455-1608.

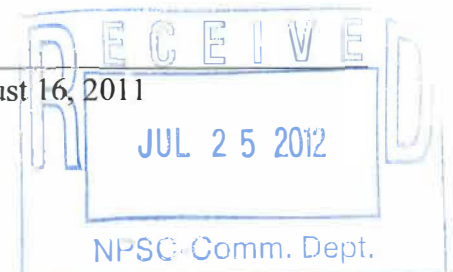
Filing a complaint with the Nebraska Public Service Commission:

- ▶ If Big River cannot resolve your complaint, you may call the Nebraska Public Service Commission, located at 1200 N Street, Suite 300, Lincoln, Nebraska 68508, or call 402-471-3101 to file an informal complaint.
- ▶ You may file an informal complaint in writing with the Nebraska Public Service Commission on the Commission's website at [http://www.psc.state.ne.us/home/NPSC/forms/Complaint\\_Form.htm](http://www.psc.state.ne.us/home/NPSC/forms/Complaint_Form.htm).

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**SECTION 3 – DESCRIPTION OF SERVICES****3.1 General**

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

Residential and Business Services: Customers may subscribe to services based on the type of customer they are. Residential services and features are for the use of Residential Customers and Business services and features are for the use of Business Customers. Due to the varying usage and cost characteristics of each type of service, customers are restricted to subscribing to services specifically for their customer class.

**3.2 Charges Based on Duration of Use**

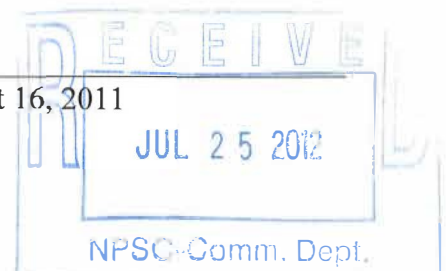
Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

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

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**SECTION 3 – DESCRIPTION OF SERVICES (cont'd)**

**3.3 Product Descriptions**

**3.3.1 Switched Outbound (1+) Service**

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

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

**3.3.2 Toll Free Service (8XX)**

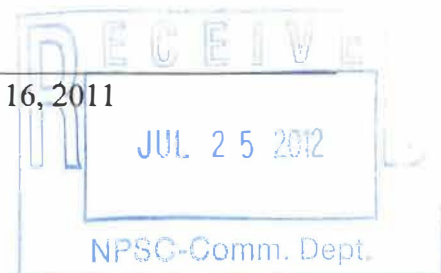
Toll Free Service is an inbound-only service that allows callers located anywhere in the State of Nebraska to place Toll Free Calls to Customers by dialing an assigned telephone number with an 8XX area code. The Company provides Switched Toll Free Service only. Calls may be terminated either to the Customer's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

**3.3.3 Post-Paid Calling Card (Travel Card) Services**

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

**3.3.4 Directory Assistance**

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



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**SECTION 3 – DESCRIPTION OF SERVICES (cont'd)****3.3 Product Descriptions (cont'd)****3.3.5 Operator Services**

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

**3.3.6 Timeless Talk Plan**

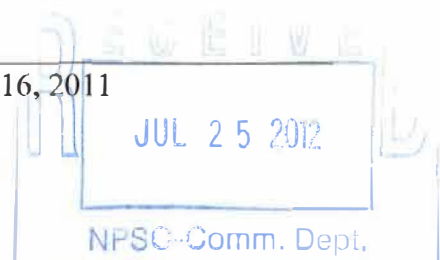
3.3.6.A Timeless Talk Plan services are outbound only services provided to residential customers with a single BTN. Multiple BTN aggregation is not available with these services. Customers or end users can access the Company's long distance service by dialing 1 + the area code + the called telephone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

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

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**SECTION 3 – DESCRIPTION OF SERVICES (cont'd)**

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

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

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

3.3.6.D Rate Options

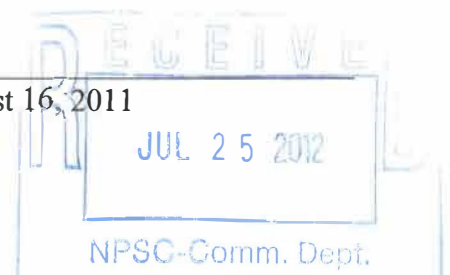
The Customer may choose from the following rate options:

3.3.6.D.1 Timeless Talk

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

Intrastate Timeless Talk is not available on a standalone basis.

3.3.6.D.2 Reserved for future use





**SECTION 3 – DESCRIPTION OF SERVICES (cont'd)****3.3 Product Descriptions (cont'd)****3.3.6.D.3 Timeless Talk Plus**

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

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

**3.3.7 Long Distance Time Packs**

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

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

- use Switched Access to reach the long distance network;
- subscribe to and maintain a Residential Local Advantage line as outlined in Section 3.3.1 of Big River Telephone Company's Tariff No. 1,
- subscribe to and maintain this plan for the provision of intrastate IntraLATA Service, intrastate InterLATA Service and interstate service (this Service is not available for intrastate Service on a stand-alone basis),
- demonstrate to the satisfaction of the Company at the time of subscribing to the Service and associated rate plan that the Customer also subscribe to the required products, services, and/or features described herein.
- provide the Company the same billing name and address for all services required to subscribe Long Distance Time Packs; and
- request to be provisioned under this Service.

For a specified monthly recurring charge, the Customer receives a specific amount (block) of time for placing (1) one plus (1+) Direct-Dialed outbound calls that originate from a line presubscribed to the Company. All usage in excess of the selected block of time will be billed at a fixed rate per minute. See Section 4.7 of this Tariff for the number of aggregate intrastate and interstate InterLata minutes allowed and the standard overage rate per minute after the block of time has been used. Any minutes not used in a

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billing cycle will not be carried over to the next billing cycle. No credits will be given for any unused minutes.

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**SECTION 4 – RATES AND CHARGES**

**4.1 Switched Outbound (1+)**

4.1.1 For all customers who choose Big River as their presubscribed intraLATA toll and interLATA long distance provider. Based on minimum monthly usage and contractual term commitments, the following rates apply:

**Residential Customers Rates Per Minute**

		Contractual Commitment			
		Monthly	1 Yr	2 Yr	3 Yr
<b>Monthly Minutes of Use</b>	0-300	0.080	0.070	0.067	0.062
	300-500	0.075	0.067	0.064	0.061
	Over 500	0.070	0.065	0.062	0.059

**Business Customers Rates Per Minute**

		Contractual Commitment			
		Monthly	1 Yr	2 Yr	3 Yr
<b>Monthly Minutes of Use</b>	0-500	0.078	0.068	0.067	0.062
	500-1000	0.073	0.066	0.063	0.060
	Over 1000	0.070	0.063	0.061	0.059

4.1.2 For customers who do not choose Big River as both their intraLATA toll and interLATA presubscribed long distance provider.

Rate per Minute

IntraLATA Toll Calls                      \$0.15 per minute where Big River is the carrier  
InterLATA Long Distance Calls            \$0.10 per minute where Big River is the carrier

4.1.3 The duration of each call is rounded up to the nearest six second increment, after a minimum of 30 seconds per call.

**4.2 Toll Free Service (8XX)**

4.2.1 Based on minimum monthly usage and contractual term commitments, the following rates apply:

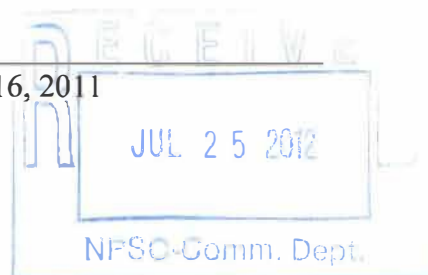
**Residential Customers Rates Per Minute**

		Contractual Commitment			
		Monthly	1 Yr	2 Yr	3 Yr
<b>Monthly Minutes of Use</b>	All	0.100	0.080	0.070	0.065

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**SECTION 4 – RATES AND CHARGES (cont'd)**

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

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

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

**4.3 Post-Paid Calling Card Services**

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

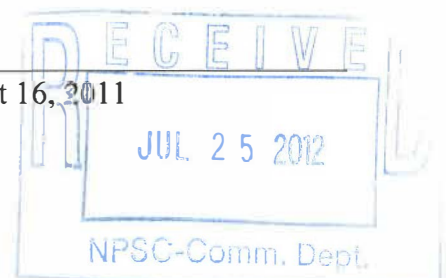
**4.4 Directory Assistance**

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

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**SECTION 4 – RATES AND CHARGES (cont'd)**

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

4.4.2 IntraLATA Directory Assistance

Direct Dialed	\$ 0.75 per call
Via Operator	\$ 0.75 per call
Fully-Automated	
Sent-Paid	\$ 0.00 per call
Collect, Bill to 3rd Number	\$ 2.50 per call
Semi-Automated	
Sent-Paid	\$ 2.00 per call
Collect, Bill to 3rd Numbers	\$ 2.50 per call
Person-to-Person	\$ 4.00 per call

4.4.3 Calls placed to 800/888 toll free DA

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

**4.5 Operator Services**

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

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

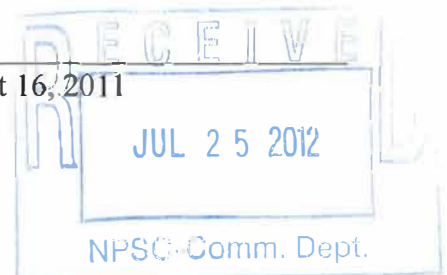
Person-to-Person	
IntraLATA	\$ 4.00 per call
Station-to-Station	
IntraLATA	\$ 2.00 per call

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

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**SECTION 4 – RATES AND CHARGES (cont'd)**

**4.6 Timeless Talk Plan**

4.6.1 Timeless Talk

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

4.6.2 Reserved for future use.

4.6.3 Timeless Talk Plus

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

**4.7 Long Distance Time Packs**

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

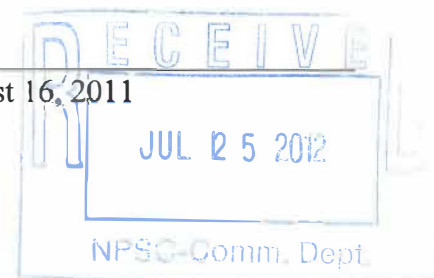
	Allotted Minutes per Month <sup>1</sup>	Monthly Fee	Per Minute Rate On Overage
60 Pack	60	\$3.00	0.06
180 Pack	180	\$6.00	0.06
480 Pack	480	\$10.00	0.06
960 Pack	960	\$15.00	0.06

<sup>1</sup> The aggregate number of intrastate and interstate InterLata minutes.

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**SECTION 5 – PROMOTIONS**

**5.1 General**

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

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

Big River will provide written notice to the Commission no less than ten (10) days prior to the beginning of each promotion period identifying the promotion and the exchanges within which the promotion will be offered.

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