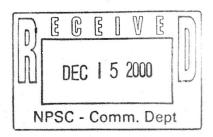
### Domestic Intrastate Telecommunications Services

Regulations, rates and charges applicable to Domestic Intrastate Communications Services furnished by Mobius Communications Company



Issued: December 14, 2000

REVISION Revision 6 Revision 1 Original Original

### **CHECK SHEET**

The title page and pages 1-28 inclusive of this Tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the Original Tariff in effect on the date indicated.

on the date indicated.		
PAGE	REVISION	PAGE
Title	Original	30
1	Revision 7	30.1
2	Revision 2	31
3	Revision 4	32
4	Original	
5	Original	
6	Original	
7	Original	
8	Original	
9	Original	
10	Original	
11	Original	
12	Original	
13	Original	
14	Original	
15	Original	
16	Original	
17	Original	
18	Original	
19	Revision 1	
20	Original	
21	Original	
22	Original	
23	Original	
24	Original	
25	Original	
26	Revision 1	
27	Revision 3	
28	Revision 1	
29	Revision 6	

Effective: October 15, 20115 2011

NEBRASKA PUBLIC SERVICE
COMMISSION

Issued: October 5, 2011

# TABLE OF CONTENTS

	CK SHEET		1
TABI	LE OF CONTE	NTS	2
		NNECTING AND PARTICIPATING CARRIERS	4
EXPL	ANATION OF	SYMBOLS & ABBREVIATIONS	5
APPL	ICABILITY		6
I.	DEFINITION	IS	7
II.	RULES AND	REGULATIONS	
	2.1	Undertaking of the Company	14
	2.2	Use of Service	14
	2.3	Limitations	15
	2.4	Assignment or Transfer	16
	2.5	Liability of the Company	16
	2.6	Minimum Period	18
	2.7	Billing and Payment for Service	18
	2.8	Deposits	19
	2.9	Advance Payments	20
	2.10	Taxes and Fees	21
	2.11	Terminal Equipment	21
	2.12	Interconnection	21
	2.13	Inspection, Testing and Adjustment	22
	2.14	Credit Advance for Interruption of Service	22
	2.15	Cancellation by Customer	22
	2.16	Discontinuance of Service	23
	2.17	Restoration of Service	24
	2.18	Use of Recording Devices	24
	2.19	Special Customer Arrangements	24
	2.20	Other Terms and Conditions	25
III.	SERVICE OF	FFERINGS	
	3.1	General	26
	3.2	Description of Service Offerings	26
	3.3		26
	3.4	Promotions	26
IV.	BASIC SERV	VICE RATES	27
IV.	3.4		20

Issued: December 14, 2000

# TABLE OF CONTENTS (Continued)

V.	SERVICE FEES RATE SCHEDULE	28
VI.	BUNDLED SERVICE RATES	29
VII.	SPECIAL PROMOTIONS	31
VIII	ORSOLETE PLANS AND RATES	32

Issued: October 26, 2006

Effective: November 4, 2006

OCT 2 6 2006

NEBRASKA PUBLIC SERVICE
COMMISSION

# CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

# **CONCURRING CARRIERS**

No Concurring Carriers

## **CONNECTING CARRIERS**

No Connecting Carriers

## OTHER PARTICIPATING CARRIERS

No Participating Carriers

### **CHECK SHEET**

The title page and pages 1-28 inclusive of this Tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the Original Tariff in effect on the date indicated.

on the date indicated.			
PAGE	REVISION	PAGE	REVISION
Title	Original	Title	Original
1	Revision 5	30	Original
2	Revision 2	31	Original
3	Revision 4	32	Original
4	Original		-
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Revision 1		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Revision 1		
27	Revision 3		
28	Revision 1		
29	Revision 4		

Issued: November 6, 2006

Theron W. Jensen, General Manager 523 Niobrara Hemingford, NE 69348-0264



### **APPLICABILITY**

This Tariff contains the regulations and rates applicable to the provision of intrastate telecommunications services by Mobius Communications Company ("The Company") between and among domestic points within the United States as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric, and like conditions.

Effective: December 29, 2000

#### I. **DEFINITIONS**

For the purpose of this Tariff, the following definitions will apply:

#### Access Coordination

Provides for the design, ordering, installation, coordination, preservice testing, service turn-up and maintenance on a Company provided Local Access Channel.

#### Access Line

An arrangement which connects the Customer's telephone to the Company's designated switching center or point of presence.

### Administrative Change

A change in Customer billing address or contact name.

#### Alternate Access

Alternate Access is a form of Local Access except that the provider of the service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such service. The charges for Alternate Access may be subject to private agreement rather than published or special Tariff if permitted by applicable governmental rules.

## Application for Service

A standard Company order form which includes all pertinent billing, technical and other descriptive information which will enable the Company to provide a communication service as required.

#### **ASR**

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

### Authorization Code

A numerical sequence which enables a customer to access the carrier and which is used by the Company to identify the customer for billing purposes.

Issued: December 14, 2000

Hemingford, NE 69348-0264

#### Authorized User

A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service under the terms and conditions of this Tariff. The Customer remains responsible for payment of services.

#### Bandwidth

The total frequency band, in hertz, allocated for a channel.

#### Bill Date

The date on which billing information is compiled and sent to the Customer.

#### Call

A completed connection between the Calling and Called Stations.

#### Called Station

The telephone number called.

### Central Office

A Local Exchange Carrier switching system where Local Exchange Carrier customers station loops are terminated for purposes of interconnection to each other and to trunks.

#### Channel or Circuit

A dedicated communications path between two or more points having a bandwidth or transmission speed specified in this Tariff and selected by a Customer.

#### Company

Mobius Communications Company ("The Company")

#### Customer

The person, firm, corporation or governmental entity which orders service either for its own use, as a resale carrier or as a nonprofit manager of a sharing group, and is responsible for the payment of charges and for compliance with Company Tariff regulations. The term Customer also includes an entity that remains presubscribed to the Company service after its account(s) are removed from the Company's billing system, subsequently continues to use the company's network, and is billed by the local exchange Carrier for such use, or otherwise uses service for which no other Customer is obligated to compensate the Company.

#### Customer Premises/Customer's Premises

Locations designated by a Customer where service is originated/terminated whether for its own communications needs or for the use of its resale customers.

### Customer Provided Equipment

Telecommunications terminal equipment that is located at the Customer's residence or place of business.

### Dedicated Access/Special Access

Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination and termination of calls.

#### DS-0

DS-0 means Digital Signaling Level Service and is a 64 Kbps signal.

#### DS-1

DS-1 means Digital Signal Level 1 Service and is 1.544 Mbps.

#### Due Date

The Due Date is the date on which payment is due.

Issued: December 14, 2000

### Equal Access

A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

### **FCC**

Federal Communications Commission

#### Individual Case Basis

Individual Case Basis (ICB) determinations involve situations where complex Customerspecific arrangements are required to satisfactorily serve the Customer. The nature of such service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions.

#### Initial and Additional Period

The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

#### Installation

The connection of a Circuit, Dedicated Access Line, or port for new, changed or an additional service.

#### Interruption

Interruption shall mean a condition whereby the service or a portion thereof is inoperative, beginning at the time of notice by the Customers to the Company that such service is inoperative and ending at the time of restoration.

#### **Kbps**

Kilobits per second.

Issued: December 14, 2000

Effective: December 29, 2000

### I. **DEFINITIONS** (Continued)

### LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications service of a Regional Bell Operating System.

#### Local Access

Local Access means the service between a Customer Premises and a Company designated Point-of-Presence.

### Local Access Provider

Local Access Provider means an entity providing Local Access.

## Local Exchange Carrier (LEC)

The local telephone utility that provides local telephone exchange and access services.

### **Mbps**

Megabits per second.

## Multiplexing

Multiplexing, or "muxing", is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity or vice versa.

#### NA

Not available

#### N/C

No charge

## Nonrecurring Charges

Nonrecurring Charges are one-time charges.

Issued: December 14, 2000

Hemingford, NE 69348-0264

### Operator Assisted Call

A telephone connection completed through the use of the Company's Operator Services.

#### Payment Method

The manner which the Customer designates as the means of billing charges for calls using the Company's service.

### Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its service.

#### Rate Center

A specified geographical location used for determining mileage measurements.

#### Restore

To make service operative following an interruption by repair, reassignment, rerouting, substitution or component parts, or otherwise, as defined by the carrier(s) involved.

#### Service

Service means any or all service(s) provided pursuant to this Tariff.

## Service Commitment Period

The term elected by the Customer and stated on the service order during which the Company will provide the services subscribed to by the Customer.

#### Serving Wire Center

A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Issued: December 14, 2000

### Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular service offerings which the Company may, from time to time, offer to its customers for a particular service. Such offerings may be limited to certain dates, times, and locations.

## Switched Access Origination/Termination

Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

### Third Number Billing

An Operator Assisted Call for which charges are billed not to the originating number but to another telephone number which is neither the originating nor the terminating telephone number.

#### Travel Card Call

A service whereby the Customer or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed via a "1-800" or other access code dialing sequence.

#### United States

The forty-eight states contained within the mainland United States, the District of Columbia, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

#### V & H Coordinates

Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

Issued: December 14, 2000

### II. RULES AND REGULATIONS

## 2.1 <u>Undertaking of the Company</u>

The Company's services and facilities are furnished for communications originating within the United States under terms of this Tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

The Company arranges for installation, operation, and maintenance of the communications services provided in this Tariff for Customers in accordance with the terms and conditions set forth under this Tariff. The Company 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 Company's network.

The Company may require a customer to sign an application form and to establish credit worthiness as a condition precedent to the initial establishment of service.

Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain service under this Tariff, provided that the Company reserves the right to deny service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment, (B) in circumstances in which the Company has reason to believe that the use of the service would violate the provisions of this Tariff or any applicable law or regulation, or if any applicable law or regulation restricts or prohibits provision of this service, or (C) if insufficient facilities are available to provide the service.

#### 2.2 Use of Service

The services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of the same. The Company shall have no liability to any person or entity other than the Customer. The Customer shall not use nor permit others to use the service in a manner that could harm the facilities of the Company or others or that is inconsistent with any applicable law or regulation.

Issued: December 14, 2000

### 2.3 <u>Limitations</u>

- 2.3.1 Service is offered subject to the availability of facilities and the provisions of this Tariff. The Company reserves the right to refuse to provide service to or from any location where it has not ordered facilities, installed network interconnections or the necessary facilities and/or equipment or otherwise not available.
- 2.3.2 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of the law.
- 2.3.3 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 connection.
- 2.3.4 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgement.
- 2.3.5 Service begins on the date that billing becomes effective and 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. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.
- 2.3.6 Service will be provided until canceled by the Customer on not less than thirty (30) days written notice from the date of postmark on the letter giving notice of cancellation.
- 2.3.7 The Service Commitment Period for any service shall be established by the Service Order relevant thereto and commence on the start of Service Date. Upon the expiration, each Service Commitment Period for such service shall automatically be extended subject to written notice of termination by either the Company or Customer as of a date not less than thirty (30) days after the date of said notice to the other.

Issued: December 14, 2000

### 2.4 Assignment or Transfer

All service provided under this Tariff is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this Tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

### 2.5 <u>Liability of the Company</u>

- 2.5.1 Except as stated in this 2.5.2, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this Tariff. This Tariff does not limit the liability of the Company for willful misconduct.
- 2.5.2 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this Tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused by or contributed to by the negligence or willful act of the Customer, or which arise from the use of the Customer-Provided Facilities or equipment provided by third parties, shall not result in the imposition of any liability whatsoever upon the Company.
- 2.5.3 The Company is not liable for any act, omission or negligence of any Local Exchange Carrier, Other Common Carrier, or other provider whose facilities are used concurrently in furnishing any portion of the services received by the Customer, or for the unavailability of, or any delays in, the furnishing of any services or facilities which are provided by any Local Exchange Carrier.

## 2.5 <u>Liability of the Company</u> (Continued)

- 2.5.4 The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes: Acts of God; atmospheric conditions or other phenomena of nature, such as radiation; any law, regulation, directive, order or request of the United States Government, or any other government including state and local governments having any jurisdiction over the Company or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company.
- 2.5.5 The Company shall not be liable for any act or omission of any other entity furnishing to the customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the fault or negligence of the Customer or due in whole or in part to the failure of Customer-provided equipment or facilities.
- 2.5.6 The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:
  - (a) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or servicemark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;
  - (b) Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
  - (c) All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.
- 2.5.7 Under no circumstances whatsoever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

Issued: December 14, 2000

#### 2.6 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this Tariff or by mutually agreed upon contract. When a service is disconnected prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

### 2.7 Billing and Payment for Service

### 2.7.1 Responsibility for Charges

Charges for installations, service connections, moves, rearrangements, and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this Tariff.

### 2.7.2 Payment for Service

The Customer is responsible for payment of all charges for services furnished to the Customer or its joint or authorized users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer provided equipment by third parties, the Customer's employees, or the public. This includes payment for calls or services that originate at the Customer's number(s), are accepted at the Customer's number's (e.g. collect calls), are billed to the Customer number(s) via Third Number Billing if the Customer is found to be responsible for such call or service, the use of a Calling Card, or the use of a Company-assigned Special Billing Number, and incurred at the specific request of the Customer.

#### 2.7.3 Late Payment Fee

Amounts not paid within 28 days from the due date of the invoice will be considered past due. Customers may be assessed a late fee on past due amounts at the rate of 1.5% of the unpaid balance, commencing 28 days after mailing of the bill, against an amount which it has not previously assessed. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay bills within a specified number of days and to make such payments in cash or of the equivalent of cash.

(c)

## II. RULES AND REGULATIONS (Continued)

### 2.7 <u>Billing and Payment for Service</u> (Continued)

### 2.7.4 Return Check Charge

The Company reserves the right to assess a return check charge of \$30.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

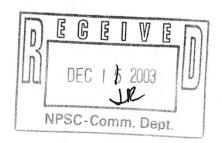
#### 2.7.5 Other

Disputes with respect to charges must be presented to the Company in writing within three months from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer.

In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

### 2.8 Deposits

The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall not exceed two month's estimated usage, and may vary with the Customer's credit history and projected usage. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.



Issued: December 11, 2003

### 2.8 <u>Deposits</u> (Continued)

In the case of residential service, the deposit shall be refunded upon request of the customer after twelve (12) consecutive months of payment by the bill due date and refunded automatically after twenty-four months of consecutive payment by the bill due date. In the case of business service, the deposits shall be refunded after thirty-six (36) consecutive months of payment by the bill due date. Deposits may be refunded sooner at the Company's option. Thereafter, an unclaimed deposit shall be credited to an appropriate account.

After disconnection of service and receipt of the final payment, the Company will promptly and automatically refund the customer's deposit or the balance, if any in excess of the unpaid bills for service furnished by the Company. When the customer's deposit is applied to an unpaid bill, the Company shall render to the customer a statement showing the bill then due and unpaid, the amount of the deposit and the period covered thereby, and the balance due or remaining to the credit of the depositor.

The Company will keep a record of each cash deposit until the deposit is refunded. The record will show:

- 1. The name and current billing address of each depositor;
- 2. The amount and date of the deposit;
- 3. Each transaction concerning the deposit.

## 2.9 Advance Payments

For Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed two (2) months estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

Issued: December 14, 2000

#### 2.10 Taxes and Fees

The Company reserves the right to bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to the customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Such taxes and fees are in addition to rates as quoted in this Tariff and will be itemized separately on Customer invoices.

### 2.11 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

### 2.12 Interconnection

2.12.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitation established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carrier or with private systems.

2.12.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this Tariff and the other common carrier's Tariffs.

Issued: December 14, 2000

## 2.13 Inspection, Testing and Adjustment

The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

### 2.14 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's inspection or testing, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this Tariff.

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

For purposes of credit computation every month shall be considered to have 30 days. The Customer shall be credited for an interruption 24 hours or more at the rate of 1/30th of the monthly charge for the services affected for each day that the interruption continues.

Credit Formula:

Credit =  $A/30 \times B$ 

A = outage time in days

B = total monthly charge for affected service.

#### 2.15 Cancellation by the Customer

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

### 2.16 Discontinuance of Service

- 2.16.1 Upon nonpayment of any sum that is more than 30 days overdue to the Company, or any violation of any provisions governing the furnishing of service under this Tariff, the Company may, upon written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of such service. Customer shall be deemed to have canceled service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.
- 2.16.2 The Company reserves the right to discontinue furnishing services or billing options, upon written notice, when necessitated by conditions beyond its reasonable control.
- 2.16.3 Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to or from certain cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes such as Calling Card codes, when the Company deems it necessary to take such action to prevent unlawful use of the service. The Company will restore service as soon as it can be provided without undue risk.
- 2.16.4 Without incurring any liability, the Company may discontinue the furnishing of service(s) to a Customer immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.
- 2.16.5 The discontinuance of service by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.
- 2.16.6 The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.
- 2.16.7 The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.
- 2.16.8 Except as otherwise provided in this Tariff, or as specified in writing by the party entitled to receive service, notices may be given orally or in writing to the persons whose names and business addresses appear on the executed service order.

### 2.17 Restoration of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

### 2.18 Use of Recording Devices

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

- 2.18.1 A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.
- 2.18.2 A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that recording device is being used.
- 2.18.3 The requirements of 2.18.1 and 2.18.2 are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

### 2.19 Special Customer Arrangements

For special equipment and arrangements furnished due to Customer request for such in connection with the provision of service, charges equivalent to the actual cost of furnishing such requested equipment or arrangements apply. Actual cost consists of an estimate of the cost of maintenance; cost of operation; depreciation based on the estimated useful life of the facilities with an appropriate allowance for estimated net salvage; administration, taxes and uncollectible revenue on the basis or reasonable average charges for these items; any other specific items of expense associated with the particular situation; and a reasonable amount, computed on the estimated cost installed of any facilities provided for return and contingencies.

## 2.19 Special Customer Arrangements (Continued)

Actual cost installed as mentioned above includes cost of equipment and materials specifically provided or used plus the estimated cost of installing, including engineering, labor supervision, transportation, rights of way and other items which are chargeable to the capital accounts.

### 2.20 Other Terms and Conditions

- 2.20.1 The provision of service will not create a partnership or joint venture between the Company and the Customer nor result in joint service offerings to their respective Customers.
- 2.20.2 A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.20.3 If an entity other than the Company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a service, that entity's charges may at the Company's option, be passed through to the Customer.
- 2.20.4 In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney's fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
- 2.20.5 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.

(C)

## III. <u>SERVICE OFFERINGS</u>

#### 3.1 General

Intrastate toll service is furnished for telephone communication between telephones in different local calling areas within the State of Nebraska in accordance with the regulations and schedules of charges specified in this tariff. Service offerings in their entirety can be viewed by Customer at Company headquarters during regular business hours, Monday through Friday 9:00 AM through 5:00 PM.

## 3.2 <u>Description of Service Offerings</u>

- 3.2.1 Outbound Switched Access Service is a volume-sensitive postalized (flatrate) outbound long distance service. Outbound Switched Access Service utilizes Feature group D access.
- 3.2.2 Switched Access 800 Service is a volume-sensitive, postalized (flat-rate) inbound long distance service. Switched Access 800 service calls are terminated over the customers local telephone lines.

### 3.3 <u>Timing of Calls</u>

Billing for calls placed over the Company's network is based in part on the duration of the call as follows, unless otherwise specified in this Tariff:

- 3.3.1 Call timing begins when the called party answers the call (i.e., when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.3.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.3.3 For billing purposes, minimum call duration periods vary by service and are specified by product or option in subsequent sections of this Tariff.

#### 3.4 Promotions

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

Issued: October 26, 2006

Effective: November 4, 2006 OCT 2 6 2006 NEBRASKA PUBLIC SERVICE COMMISSION

### 3.5 Bundled Services Packages

- 3.5.1 Mobius offers Bundled Services Packages (BSP) under various promotional names. BSPs provide discounted rates for eligible Customers who subscribe to long distance telephone service and other services provided by The Company.
- 3.5.2 The eligibility requirements for each BSP is provided under section VI.
- 3.5.3 If a BSP includes a block of calling minutes for interstate and intrastate long distance service, any unused minutes remaining at the end of any particular billing period will not carry over to the next billing period.

Issued: October 26, 2006

Theron W. Jensen, General Manager
523 Niobrara
Hemingford, NE 69348-0264

Effective: November 4, 2006

OCT 2 6 2006

NEBRASKA PUBLIC SERVICE

COMMISSION

(C)

Mobius Communications Company

Revision 1 - Page 28

## IV. BASIC SERVICE RATES

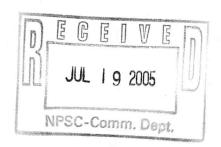
	Rates	Service Charge*
Outbound Switched Access - Residential	\$.10/min.	\$0.00
Outbound Switched Access - Business	\$.10/min.	\$0.00
Switched 800 Service	\$.18/min.	\$2.00
Late Charge	1.5%	

<sup>\*</sup> Service charges are assessed for each telephone number billed monthly.

## V. SERVICE FEES RATE SCHEDULE

Restoration/Reconnection
Duplicate Copies of Bills
Return Unpaid Check

\$15.00 per account code \$ 0.75 per page plus postage \$25.00 per check



Issued: December 11, 2003

#### VI. BUNDLED SERVICE RATES

- 6.1 Long Distance BSP For Customers Who Also Subscribe to Local Exchange Service From (C) The Company
  - 6.1.1 To be eligible for a BSP in this section a Customer must:
    - a. Subscribe to a local exchange service from Company pursuant to the terms and conditions set by the Company's local exchange tariff;
    - b. Subscribe to intrastate and interstate long distance service from the Company; and
    - c. Continue to subscribe to the services listed above and maintain the Customer's account in good standing.
  - 6.1.2 BSP Unlimited Long Distance

The Company offers Customers unlimited minutes of use long distance service. To be eligible for this plan, Customer must have local phone service from the Company. The Company may offer Customers the following rate:

Monthly fee: \$25.00. (C)

The charges under this tariff shall include the charges for any interstate long distance service.

Certain restrictions apply to this BSP. This BSP can only be used for normal calling and not be used in conjunction with any use outside of normal calling. Restricted uses include, but are not limited to the following: auto dialers, long distance internet access, call center applications, PBX trunks, ground start line or trunks, ISDN services, foreign exchange services, public telephone services, public access smart-pay phones, analog to digital conversion digital PBX services, WATS services, key telephone systems, predictive calling/dialing systems, automatic outbound dialing systems, any type of automatic call distribution system, or the functional equivalent of any such system listed above.



Issued: October 5, 2011

Effective: October 15, 2011

The Company may monitor the Customer's usage to ensure that the Customer's use of the BSP is consistent with the applicable restrictions. If the Company determines that the Customer is in violation of above listed restrictions, Customer shall forfeit eligibility for rates under this plan and will be moved to another usage sensitive plan of the Customer's choice. If Customer's usage exceeds 3,000 minutes of use in any month for intrastate and interstate use, Customer may, at the Company's option, be presumed to be in violation of the applicable restrictions and it shall be the responsibility of Customer to demonstrate to the Company that Customer's use was not a violation of any of the restrictions. Additionally, the Company may take any other action permitted by this Tariff and applicable laws and regulations where misuse, abuse, improper use or a violation hereof is detected.

#### 6.1.3 BSP - "Hi 5" Plan

The Company may offer Customers a plan of a one hundred (100) minute long distance block. To be eligible for this plan Customer must have local phone service from the Company. The Company may offer Customers the following rate:

(C)

Monthly charge: \$5.00.

Minutes in excess of 100 minutes per month will be billed at ten cents per minute (\$0.10/min) for domestic calls. This recurring charge includes the monthly recurring charge applicable to the corollary unlimited interstate calling plan.

#### 6.1.4 BSP – Mobius 15

The Company may offer Customers a plan of a two hundred fifty (250) minute long distance block. To be eligible for this plan Customer must have local phone service from the Company. The Company may offer Customers the following rate:

Monthly charge: \$15.00.

Minutes in excess of 250 minutes per month will be billed at ten cents per minute (\$0.10/min) for domestic calls. This recurring charge includes the monthly recurring charge applicable to the corollary unlimited interstate calling plan.

6.1.5 Notwithstanding the requirements of Section 6.1.1, the Company agrees that the the BSP may be bundled into a local service offering of a LEC operating in the areas where the Company typically provides presubscribed 1+ long distance service provided that the LEC agrees:

(C)

(N)

Issued: October 5, 2011

OCT - 5 2011

NEBRASKA PUBLIC SERVICE
COMMISSION

Effective: October 15, 2011

- 6.1.5.1 not to provide its own intrastate, interstate or international long distance service;
- 6.1.5.2 to brand the Company's BPS offerings in a manner that clearly designates the service is being provided by the Company;
- 6.1.5.3 to assume all risks of uncollectible accounts associated with the payment by the LEC end user; and
- 6.1.5.4 to otherwise be treated as the Customer for the BPS-Unlimited Long Distance or Hi 5 Plan pursuant to the terms of this tariff.

### 6.2 Discount For Customers Who Subscribes to Multiple Services

#### 6.2.1. Description

During the promotional period, a Customer who subscribes to another service from the company and subscribes to intrastate and interstate long distance service from the Company may be eligible to receive a credit of Two Dollars (\$2.00) ("Second Service Discount") on the charge for monthly service. The credit is available only for the second and subsequent services purchased from the Company by a single customer at one residential address. All fees, taxes, charges, and surcharges still apply and must be paid by the Customer.

#### 6.2.2. Terms and Conditions

6.2.2.1. To be eligible for a Second Discount a Customer must:

(N)

(C)

- a. Subscribe to a service from the Company in addition to long distance service:
- b. Subscribe to intrastate and interstate long distance service from the Company; and
- c. Continue to subscribe to the services listed above and maintain the Customer's account in good standing.
- 6.2.2.2. The Company reserves the right to discontinue the offer, upon 14 days notice to the Nebraska Public Service Commission.



Effective: October 15, 2011

Issued: October 5, 2011

(N)

## VII. SPECIAL PROMOTIONS

## 7.1 Special Promotions

From time to time, the Company may offer products and services at a reduced rate or free of charge for promotional, market research or rate experimentation purposes. Such offerings will be for a limited duration and Customers will be notified of this duration.

Issued: October 26, 2006

Effective: November 4, 2006
OCT 2 6 2006

NEBRASKA PUBLIC SERVICE
COMMISSION

Theron W. Jensen, General Manager 523 Niobrara Hemingford, NE 69348-0264 8.1 Long Distance BSP of Monthly Minute Blocks For Customers Who Also Subscribe to The Company's Internet Access Service.

Effective November 4, 2006, this BSP (now located under 8.1) is obsolete and no longer available to new Customers. Existing Customers that currently purchase this BSP will continue to receive the rate specified below under the following terms and conditions:

BSP block of minutes pricing for a 12-month and 24-month commitment for interstate and intrastate long distance calling are available depending upon the current BSPs that are available to the Customer. To be eligible for this BSP the Customer must:

- a. Subscribe to internet access service; and
- b. Subscribe to intrastate and interstate long distance service.
- c. A minimum 12-month subscription to the services listed above is required to receive the discounts offered under the BSP; and
- d. The Customer must continue to subscribe to the services listed above and maintain the Customer's account in good standing.

The following long distance packages may be included in the BSPs:

Long Distance Minute	12 Month Commitment	24 Month Commitment
Block	Price For Monthly	Price For Monthly Long
	Long Distance Block	Distance Block
200	\$16.00	\$16.00
500	\$40.00	\$35.00
1000	\$80.00	\$70.00

Minutes of long distance use in excess of the pooled block, for both 12 and 24 month plans, will be billed at seven cents (\$0.07) per minute for interstate calls pursuant to the Company's interstate tariff and ten cents (\$0.10) per minute pursuant to the Company's intrastate tariffs.

Issued: October 26, 2006

Theron W. Jensen, General Manager 523 Niobrara Hemingford, NE 69348-0264

