

Working Assets Funding Service, Inc.  
d/b/a Credo Long Distance  
Stephen Gunn, Vice President of Operations  
101 Market Street, Suite 700  
San Francisco, CA 94105

Nebraska Tariff PSC No. 4  
Original Title Page

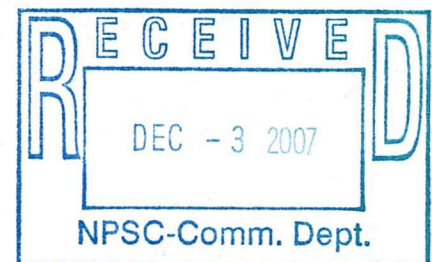
Issued: December 3, 2007  
Effective: December 13, 2007

*This tariff, Nebraska Tariff PSC No. 4, issued by  
Working Assets Funding Service, Inc. d/b/a Credo Long Distance,  
replaces in its entirety Nebraska Tariff PSC No. 3 issued by  
Working Assets Funding Service, Inc. d/b/a Working Assets Long Distance*

*C-965/C-3867*

WORKING ASSETS FUNDING SERVICE, INC.  
D/B/A CREDO LONG DISTANCE

REGULATIONS AND SCHEDULE OF CHARGES FOR  
RESALE OF COMPETITIVE INTEREXCHANGE  
TELECOMMUNICATIONS SERVICES  
WITHIN THE STATE OF NEBRASKA



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d/b/a Credo Long Distance  
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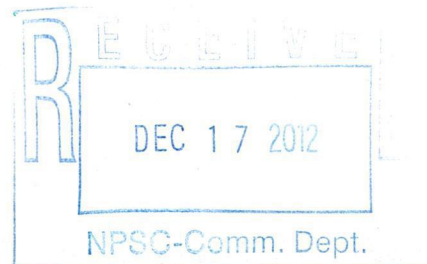
Nebraska Tariff PSC No. 4  
2<sup>nd</sup> Revised Page 1  
Cancels 1<sup>st</sup> Revised Page 1  
Issued: December 17, 2012  
Effective: December 31, 2012

### CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	Original		26	1 <sup>st</sup> Revised	*	51	Original
1	2 <sup>nd</sup> Revised	*	27	1 <sup>st</sup> Revised	*	52	Original
2	Original		28	1 <sup>st</sup> Revised	*	53	Original
3	Original		29	1 <sup>st</sup> Revised	*	54	Original
4	Original		30	1 <sup>st</sup> Revised	*	55	Original
5	Original		31	1 <sup>st</sup> Revised	*	56	Original
6	1 <sup>st</sup> Revised	*	32	1 <sup>st</sup> Revised	*	57	Original
7	1 <sup>st</sup> Revised	*	33	Original		58	Original
8	1 <sup>st</sup> Revised	*	34	1 <sup>st</sup> Revised	*		
9	1 <sup>st</sup> Revised	*	35	1 <sup>st</sup> Revised	*		
10	Original		36	1 <sup>st</sup> Revised	*		
11	Original		37	1 <sup>st</sup> Revised	*		
12	Original		38	1 <sup>st</sup> Revised	*		
13	1 <sup>st</sup> Revised	*	39	1 <sup>st</sup> Revised	*		
14	Original		40	1 <sup>st</sup> Revised	*		
15	Original		41	1 <sup>st</sup> Revised	*		
16	Original		42	1 <sup>st</sup> Revised	*		
17	1 <sup>st</sup> Revised	*	43	1 <sup>st</sup> Revised	*		
18	1 <sup>st</sup> Revised	*	44	1 <sup>st</sup> Revised	*		
19	1 <sup>st</sup> Revised	*	45	1 <sup>st</sup> Revised	*		
20	1 <sup>st</sup> Revised	*	46	1 <sup>st</sup> Revised	*		
21	1 <sup>st</sup> Revised	*	47	1 <sup>st</sup> Revised	*		
22	1 <sup>st</sup> Revised	*	48	1 <sup>st</sup> Revised	*		
23	1 <sup>st</sup> Revised	*	49	2 <sup>nd</sup> Revised	*		
24	1 <sup>st</sup> Revised	*	50	Original			
25	1 <sup>st</sup> Revised	*					

\* - indicates those pages included with this filing



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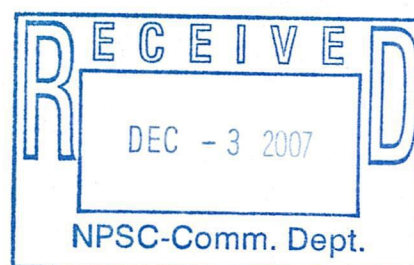
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Nebraska Tariff PSC No. 4  
Original Page 2

Issued: December 3, 2007  
Effective: December 13, 2007

## TABLE OF CONTENTS

	<u>Page No.</u>
Title Page.....	Cover
Check Page .....	1
Table of Contents .....	2
Concurring, Connecting, and Other Participating Carriers .....	3
Symbols .....	4
Tariff Format .....	5
Section 1 – Definitions and Terms .....	6
Section 2 – General Regulations .....	9
Section 3 - Description of Services .....	19
Section 4 - Rates and Charges .....	33
Section 5 – Promotions .....	50



NEi0701a

Working Assets Funding Service, Inc.  
d/b/a Credo Long Distance  
Stephen Gunn, Vice President of Operations  
101 Market Street, Suite 700  
San Francisco, CA 94105

Nebraska Tariff PSC No. 4  
Original Page 3

Issued: December 3, 2007  
Effective: December 13, 2007

CONCURRING, CONNECTING, AND  
OTHER PARTICIPATING CARRIERS  
AND BILLING AGENTS

Concurring Carriers

None

Connecting Carriers

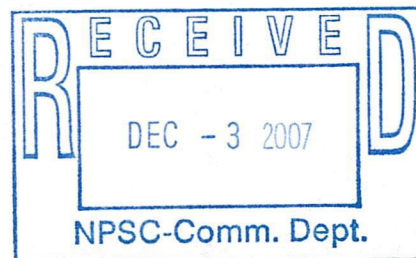
None

Other Participating Carriers

None

Billing Agents

None



NEi0701a



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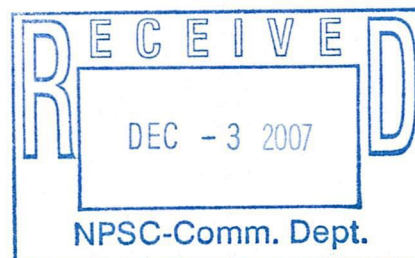
Nebraska Tariff PSC No. 4  
Original Page 4

Issued: December 3, 2007  
Effective: December 13, 2007

### SYMBOLS USED IN THIS TARIFF

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

- D - Delete Or Discontinue
- I - Change Resulting In An Increase To A Customer's Bill
- M - Moved To Or From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction To A Customer's Bill
- T - Change In Text Or Regulation But No Change In Rate Or Charge

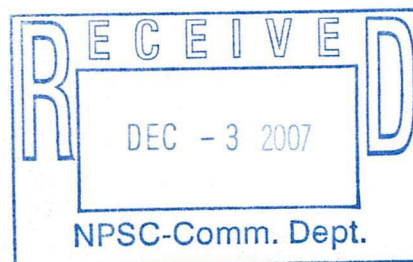


NEi0701a

Issued: December 3, 2007  
Effective: December 13, 2007

#### TARIFF FORMAT

- A. Page Numbering - page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between page 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised page 14 cancels the 3rd Revised page 14. Consult the check page for the page currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1
  - 2.1.1
  - 2.1.1(A)
  - 2.1.1(A).1
  - 2.1.1(A).1.(a).
  - 2.1.1(A).1.(a).I
  - 2.1.1(A).1.(a).I.
  - 2.1.1(A).1.(a).I.(1).
- D. Check Pages - When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.



Working Assets Funding Service, Inc.  
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Nebraska Tariff PSC No. 4  
1<sup>st</sup> Revised Page 6  
Cancels Original Page 6  
Issued: December 17, 2012  
Effective: December 31, 2012

## SECTION 1 - DEFINITIONS AND TERMS

Certain terms used generally throughout this tariff for communications services furnished by the Company over its facilities is defined below.

**Automatic Number Identification (ANI):** The calling telephone number identification that will be forwarded to the Company's network by the Local Exchange Company (LEC) as a call is placed. ANI is provided by the LEC only when LEC switch access Feature Group B direct or Feature Group D interconnections are used to gain access to Company's switched telecommunications service.

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**Commission:** Commission refers to the Nebraska Public Service Commission or any succeeding agency.

**Company or Carrier:** Working Assets Funding Service, Inc. d/b/a Credo Long Distance.

**Customer:** The Customer is a person or legal entity, which uses or subscribes to the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

**Day:** From 8:00 AM up to, but not including, 5:00 PM local time on Monday through Friday, excluding Company-specified holidays.

**Direct-Dial(ed):** Describes a call dialed from a telephone number, whose long distance and/or local toll is presubscribed to the Company.

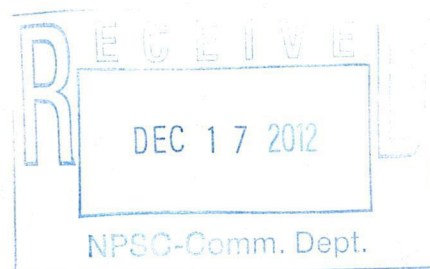
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**End User:** End User is the person or legal entity that uses the service provided by the Company.

**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 time in excess of the Initial Period.

**Evening:** From 5:00 PM up to, but not including, 11:00 PM local time on Sunday through Friday, and for 24 hours on Company-specified holidays unless a lower rate would normally apply.

**FCC:** Federal Communications Commission



NEi1201



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Nebraska Tariff PSC No. 4  
1<sup>st</sup> Revised Page 7  
Cancels Original Page 7  
Issued: December 17, 2012  
Effective: December 31, 2012

## SECTION 1 - DEFINITIONS AND TERMS, (CONT'D.)

Holidays: All Company-specified holidays: New Year's Day#, Martin Luther King Day\*, President's Day\*, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day#, Thanksgiving Day, and Christmas Day#.

- \* Applies to Federally observed day only.
- # When this holiday falls on a Sunday, the Holiday calling rate applies to calls placed on the following Monday. When this holiday falls on a Saturday, the Holiday calling rate applies to calls placed on the preceding Friday.

LEC: Local Exchange Carrier

Local Toll: Calls to destinations outside the Subscriber's local calling area but within the LATA in which the call originates.

Local Distribution Area: A geographically contiguous area surrounding the Carrier's serving switch location

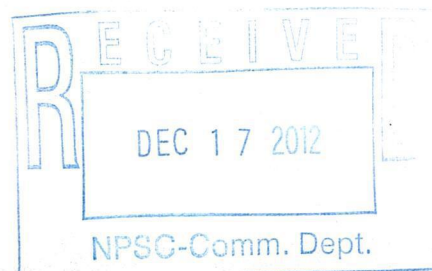
Long Distance: Calls to destinations outside the LATA in which the Subscriber originates the call.

Night/Weekend: From 11:00 PM up to, but not including, 8:00 AM local time, Sunday through Friday, any time on Saturday, any time on Sunday except for the period beginning at 5:00 PM up to, but not including, 11:00 PM.

Normal Work Hours: The time after 8:30 AM and before 5:30 PM Monday through Friday excluding Holidays.

Other Common Carrier (OCC): A specialized or other type of common carrier authorized to provide domestic or international communications service

Presubscribed Carrier: That carrier to whom the Subscriber's local toll and/or long distance call are automatically routed by the LEC.



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Nebraska Tariff PSC No. 4  
1<sup>st</sup> Revised Page 8  
Cancels Original Page 8  
Issued: December 17, 2012  
Effective: December 31, 2012

## SECTION 1 - DEFINITIONS AND TERMS, (CONT'D.)

**Rate Center:** A geographically specified point used to determine mileage dependent rates.

**Regular Billing:** A standard bill sent in the normal Company Billing cycle. This billing consists of one bill for each amount assigned to the subscriber together with explanatory detail showing the derivation of the charges.

**Residential Service:** Service provided by the Company as the Presubscribed Carrier for local toll and/or long distance calls.

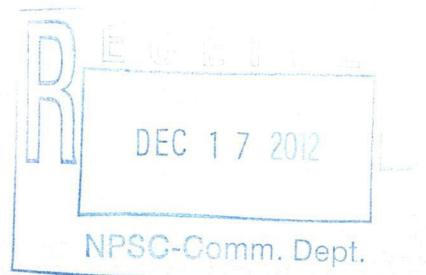
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**State:** "State" refers to the State of Nebraska.

**Subscriber:** The person, firm, company or corporation, or other entity, having a communication requirement of its own, which contracts for service under this tariff and thereby assumes responsibility for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

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**Underlying Carrier:** "Underlying Carrier" refers to any interexchange carrier that provides long distance services resold by the Company pursuant to this Tariff.



NEi1201



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Nebraska Tariff PSC No. 4  
1<sup>st</sup> Revised Page 9  
Cancels Original Page 9  
Issued: December 17, 2012  
Effective: December 31, 2012

## SECTION 2 - GENERAL REGULATIONS

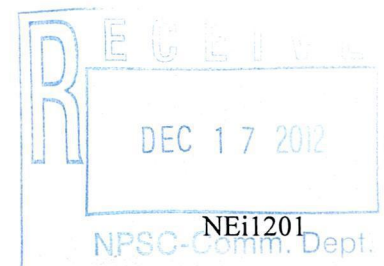
### 2.1 Undertaking of the Company

- 2.1.1 This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by Working Assets Funding Service, Inc. d/b/a Credo Long Distance, with principal offices at 101 Market Street, Suite 700, San Francisco, CA 94105.
- 2.1.2 This Tariff applies to services furnished statewide within the state of Nebraska. This Tariff is on file with the Commission, and copies may be inspected during normal business hours, at the Company's principal place of business.
- 2.1.3 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Company for telecommunications between points within the State. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.4 Company's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS), switch network services, private lines and Wide Area Telecommunications Services (WATS) of underlying common carriers.
- 2.1.5 The rates and regulations contained in this tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.

### 2.2 Timing of Calls

- 2.2.1 The subscriber's long distance usage charge is based on the actual usage of Company's network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. A call is terminated when the calling party hangs up. Residential usage charges are rounded to the next full minute.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

2.3 Calculation of Distance

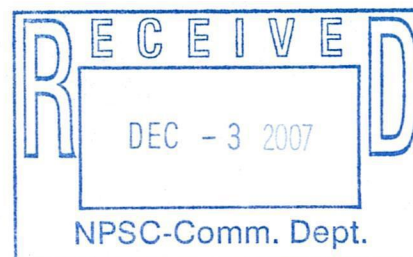
- 2.3.1 Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.
- 2.3.2 The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in the NA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

The formula for distance calculations is:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

2.4 Undertaking of The Company

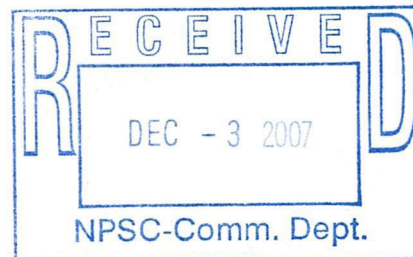
- 2.4.1 The Company's services are furnished for communications originating at equal access points within the State of Nebraska served by one or more of the certificated long distance carriers that carry the Company's long distance traffic.
- 2.4.2 The Company neither owns nor operates any long distance facility within the State of Nebraska but rather resells services provided by other long distance carriers. When authorized by the subscriber, the Company may act as the subscriber's agent for ordering access by the local exchange company instead of other carriers or entities to allow connection of a subscriber's location to the networks of long distance carriers who carry the Company's long distance traffic. The subscriber shall be responsible for all charges due for such service arrangement. The subscriber shall be billed by the Company, and shall be considered a subscriber of the Company and not of any other long distance carrier.
- 2.4.3 Request for service under this Tariff shall authorize the Company to conduct a credit search on the subscriber. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to the late payment or non-payment by the subscriber.



SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

2.5 Limitations

- 2.5.1 Service is offered subject to the availability of carrier facilities and the provisions of this Tariff.
- 2.5.2 The Company reserves the right to discontinue or limit the use of service necessitated by conditions beyond its control, or when the subscriber is using the service in violation of the law or the provisions of this Tariff.
- 2.5.3 No service provided under this Tariff may be transferred or assigned by the subscriber, except with the express written consent of the Company. Such transfer or assignment shall apply only where there is no interruption of the use of service. Transferees or assigns shall be subject to the terms and conditions of this Tariff.
- 2.5.4 The Company neither owns nor operates any long distance facilities but rather resells services provided by other long distance carriers. Service is offered subject to the availability of the Underlying Carriers' facilities and the provisions of this Tariff.
- 2.5.5 The Company reserves the right to block traffic to or from certain countries, cities, or exchanges, or to disallow the use of certain Customer authorization codes, when such action is necessary to prevent the unlawful use of its service. Service will be restored as soon as it can be provided without undue risk, and, upon request by the affected Customer, a new authorization code will be assigned. Company may control fraud by refusing to accept calling card, collect calling and/or third number calls that are determined to be invalid by the Company or by the Underlying Carrier.
- 2.5.6 The Company will not be liable for any consequential, incidental or indirect damages for any cause of action for negligence, whether in contract or tort. Consequential, incidental, and indirect damages include, but are not limited to, lost profits, lost revenues, and loss of business opportunity, whether or not the other party was aware or should have been aware of the possibility of these damages.

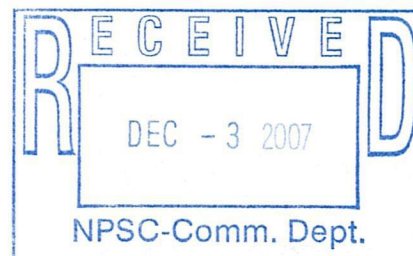




SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

2.6 Liabilities of The Company

- 2.6.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in the transmission occurring in the course of furnishing service, channels or other facilities and not caused by the negligence of the subscriber, commences on agreement to provide service and in no event exceeds an amount equivalent to the charge(s) the Company would assess to the subscriber for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have 30 days.
- 2.6.2 When the facilities of other carriers are used in establishing connections to points not reached by the Company's contracted Underlying Carriers' facilities, the Company is not liable for any act or omission of the other carrier or carriers. The subscriber will indemnify and save harmless the Company from any third party claims for such damages referred to in Section No. 2.6.1 above.
- 2.6.3 The Company will make no refund on overpayments by a subscriber unless the claim for such overpayment together with proper evidence is submitted within two (2) years from the date of alleged overpayment. In calculating refunds, volume discounts will be adjusted based on total usage after all credits or adjustments have been applied.
- 2.6.4 The Company shall be indemnified and held harmless by the subscriber against claims for libel, slander, or infringement of copyright arising out of the material, data, information or other content transmitted through the Company's services, and against all other claims arising out of any act or omission of the subscriber in connection with any service provided by the Company.
- 2.6.5 The Company will make reasonable efforts to cure any material failure to provide services caused solely by defects in the Company's and/or its Underlying Carriers' hardware, software or systems. Due to the interdependence among telecommunications companies, especially the dependence of Company processes, equipment and systems, the Company is not responsible for the failure caused by circumstances beyond its control including, but not limited to, failures caused by: (1) a local exchange carrier; (2) Customer premises equipment; (3) the Customer; or (4) Underlying Carriers and vendors. In addition, the Company does not ensure compatibility between Company services and other services used by Customer.



SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

2.7 Temporary Suspension for Repairs

2.7.1 The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension of service for any appreciable period is necessary the Company will give the subscribers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.

2.7.2 When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or subscriber's service.

2.8 Establishment and Reestablishment of Credit

2.8.1 The Company reserves the right to examine the credit record and check the references of all applicants or subscribers prior to accepting an order for new or expanded service. An unsatisfactory credit history may result in denial of service.

2.9 Restoration of Service

2.9.1 The use and restoration of service shall be in accordance with the priority systems of the long distance carriers providing service to Company.

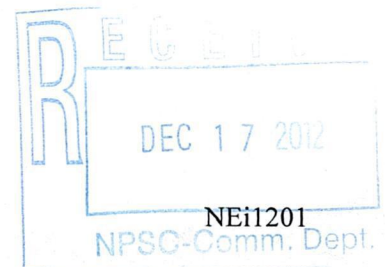
2.10 Deposits

2.10.1 The Company requires no deposit from the subscriber.

2.11 Advance Payments

2.11.1 The Company requires no advance payment from the subscriber.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

2.12 Taxes and Assessments

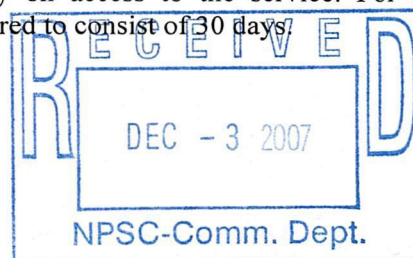
- 2.12.1 In addition to the charges specifically pertaining to the Services, certain federal, state, and local surcharges, taxes, gross receipts, and fees will be applied to these Services. All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.
- 2.12.2 Unless otherwise specified herein, all stated charges in this Tariff are computed by the Company exclusive of any assessments, duties, fees, surcharges, taxes, or similar liabilities levied against the Company by governmental, quasi-governmental, or other entities such as federal, state, or local government. Such assessments, duties, fees, surcharges, taxes, or similar liabilities shall be paid by the Customer in addition to the charges stated in this Tariff. All such charges shall be shown as a separate line item on the Customer's bill.

2.13 Notices

- 2.13.1 All notices or other communications require to be given pursuant to this Tariff will be in writing. Notices and other communications to either party, and all bills mailed by the Company, will 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, electronic mail (e-mail), overnight delivery, or other delivery method selected by the Company, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.13.2 Unless otherwise provided by these Rules, any notice from any subscriber to Company may be given orally to the Company by the subscriber, or by any authorized representative, or by written properly addressed and mailed to Company.
- 2.13.3 The Company or the Customer will advise the other party of any changes to the addresses designated for notices, other communications, or billing.

2.14 Usage Charges

- 2.14.1 Charges will be billed monthly in arrears, with the exception of the billing of fixed charges that are billed in the month in which they occur. Subscriber will be billed for all usage accrued beginning immediately on access to the service. For the purpose of computing charges, a month is considered to consist of 30 days.



SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

2.15 Billing Date

2.15.1 The billing date is dependent on the billing cycle assigned to the subscriber.

2.16 Bill

2.16.1 Bills will be received by US Mail or, upon Customer request, via the Internet. Bills may be paid by mail or with Company concurrence, by telephone using a credit card, or by debit origination prearranged by the customer. All charges for services are payable only in United States currency. Payment by mail may be made by check, money order, or cashier's check.

2.16.2 The Company may bill customers on other than a monthly basis (e.g., every other month, every third month) unless a Customer requests monthly billing. In no case will the Company issue bills less frequently than once every three months.

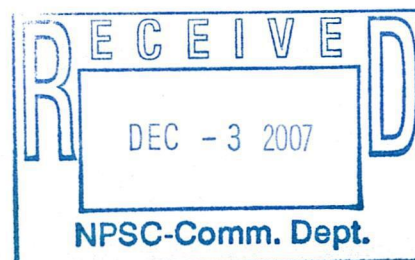
2.16.3 In the event of a billing dispute, all undisputed portions of the bill must be remitted by the date specified on the invoice.

2.17 Return Check Fee

2.17.1 A charge as set forth in Section 4, or applicable state return check charge, whichever is less, will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

2.18 Late Charges

2.18.1 Bills are due and payable within twenty days of the billing date. Bills not paid by the date specified on the invoice, as stated above, are subject to a 1.5% monthly finance charge on the delinquent amount. Subscriber's service may be terminated if service is not paid for by the 30th day past the billing date.

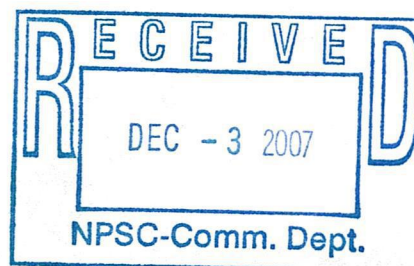


SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

2.19 Cancellation For Cause

2.19.1 The Company, by written notice to the subscriber or applicant, may immediately cancel the application for or discontinue service without incurring any liability for any of the following reasons:

- a) Non-payment of any sum due to the Company for service for more than 30 days beyond the date of rendition of the bill for such services,
- b) A violation of any of the provisions of this tariff,
- c) A violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Company's services,
- d) The Company is prohibited from furnishing service by order of a court or other government authority having jurisdiction,
- e) Abandonment of premises served, which includes but is not limited to, three consecutive billing periods,
- f) Upon request of the subscriber,
- g) Use of the service to injuriously affect the efficiency of the Company's personnel, plant, property, or service, including use of profane or obscene language intended to harass, frighten, or abuse Company's personnel,
- h) For fraudulent use of service. Upon evidence of fraudulent use of the service the Company may discontinue service without notice. However, if the subscriber makes immediate payment for the estimated amount of service as has been fraudulently taken, the Company shall restore service in a manner consistent with the rates, charges, terms and conditions of this tariff. If a second offense is detected, the Company may refuse to reestablish service, subject to appeal to the Commission. The burden of proof of such fraudulent use will be upon the Company in case of an appeal to the Commission. This rule shall not be interpreted as relieving the subscriber or any other person of civil or criminal responsibility.





## SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

### 2.20 Reconnection Fee

2.20.1 Customers whose service has been blocked for non-payment are subject to a reconnection fee as set forth in Section 4 for restoration of service.

### 2.21 Subscriber Responsibilities

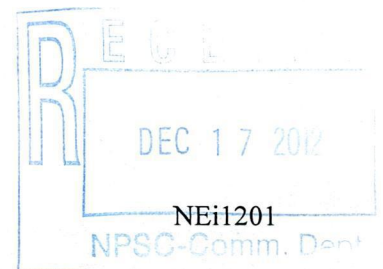
The Subscriber is responsible for the payment of charges incurred by any use of the service via the telephone number for which the Subscriber has chosen the Company as the Presubscribed Carrier for local toll and/or long distance calls. The Subscriber is responsible for preventing the unauthorized use of such service, and for the payment of charges incurred by any unauthorized use of the service. Also, the Subscriber is responsible for compliance with this Tariff. (T)

### 2.22 Disconnection of Services

To cancel service with the Company, the Subscriber must call 1-800-788-0898. However, the Subscriber will continue billing with the Company until the Subscriber's LEC ceases sending the Subscriber's calls to the Company. To ensure calls are no longer sent to the Company by the LEC, the Subscriber must: (1) choose another long distance provider by contacting the Company of Subscriber's choice; or (2) cancel long distance service by contacting the Subscriber's LEC.

### 2.23 Minimum Call Completion Rate

A subscriber can expect a call completion rate of not less than 99.6% during peak use periods for all Feature Group D services (1+ dialing).



SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

2.24 Service Hours

2.24.1 Service is available 24 hours a day, seven days a week. Rate periods are applicable as indicated in the chart below and are based on the time at the point of origin of the call. The evening rate shall also apply for 24 hours on Company-specified holidays as defined in Section 1.

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2.24.2 Calls that begin in one rate period and terminate in another will be prorated accordingly.

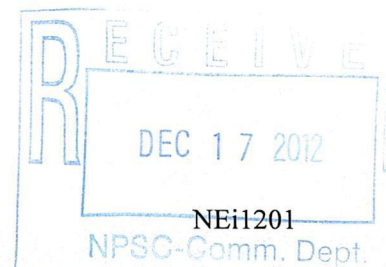
Rate Period Chart

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period	Evening Rate Period	
5 p.m. to 11 p.m.*	Evening Rate Period		
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

\* To, but not including

2.25 Emergency Services

2.25.1 Calls to Emergency Services are provided at no charge.





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Nebraska Tariff PSC No. 4  
1<sup>st</sup> Revised Page 19  
Cancels Original Page 19  
Issued: December 17, 2012  
Effective: December 31, 2012

### SECTION 3 - DESCRIPTION OF SERVICES

#### 3.1 General

- 3.1.1 The Company is a communications common carrier providing various intrastate communications services. Specific service offerings are described below.
- 3.1.2 Unless otherwise stated in the Tariff, the method of provisioning a specific Service is determined by the Company, and the selection of the Underlying Carrier is made by the Company. Switched Access Services are only available in equal access areas. All Services are interstate Services with the Customer having the option to use the Service to place intrastate calls. For the purpose of the selection of the Service and associated billing plan, the Service and billing plan selected at the time of the order is provisioned will remain in effect until requested to be changed by the Customer.

#### 3.2 Service Offerings

- 3.2.1 Reserved for Future Use

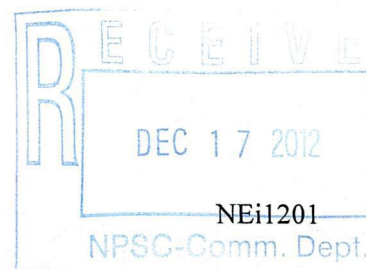
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- 3.2.2 Directory Assistance

DA allows Customers to dial the area code plus 555-1212 to obtain phone numbers for end users who have their phone number publicly listed in that area code. Customers can receive up to two numbers per request to DA. DA charges apply whether or not DA furnishes the requested number(s), e.g. the requested number is unlisted, non-published or no record can be found. Requests for information other than telephone numbers will be charged for as requests for telephone numbers. When more than one listing is desired, the Customer must state that two listings are desired at the beginning of the call whether speaking with a live operator or responding to a recorded message.



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Nebraska Tariff PSC No. 4  
1<sup>st</sup> Revised Page 20  
Cancels Original Page 20  
Issued: December 17, 2012  
Effective: December 31, 2012

### SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

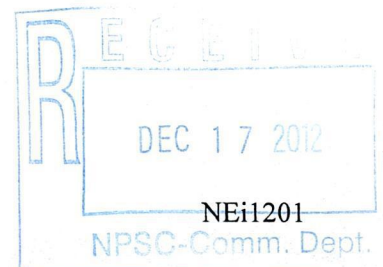
#### 3.2 Service Offerings, (Cont'd.)

##### 3.2.3 Message Telecommunications Services (MTS)

- (A) Residential Message Telecommunications Services (MTS) are Intercity services available for use by subscribers 24 hours a day. The subscriber's telephone line(s) are programmed by the local telephone company to automatically route "1+" and/or "10XXX" calls to the network. The various rate plans are described in Section 4. (T)
- (B) Subscribers may originate MTS from all locations and may terminate calls in all equal access locations within the State.
- (C) All Residential MTS calls are billed in one-minute increments subject to a minimum connect time of one minute. All calls are rounded up to the next highest minute.
  - 1. New subscriptions to the Residential MTS plan are no longer accepted. Only existing Subscribers may receive service under this plan. Should existing subscribers change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

##### 3.2.4 Reserved for Future Use

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Nebraska Tariff PSC No. 4  
1<sup>st</sup> Revised Page 21  
Cancels Original Page 21  
Issued: December 17, 2012  
Effective: December 31, 2012

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

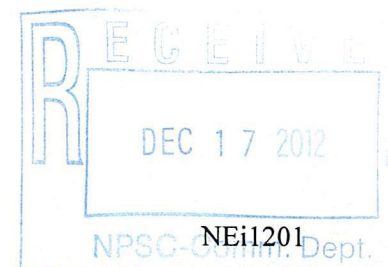
3.2 Service Offerings, (Cont'd.)

3.2.5 Reserved for Future Use

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SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.3 One Rate Residential Calling Plans

One Rate Residential Calling Plans are flat rate services offering the Customer various combinations of Direct Dial services. The Company offers various rate plans described below. (T)

3.3.1 Calling Plan No. 1

Customers selecting this One Rate Plan receive direct dial MTS service at flat rates, regardless of the time of day or day of week of the call. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, Round the Clock. (T)

3.3.2 Calling Plan No. 2

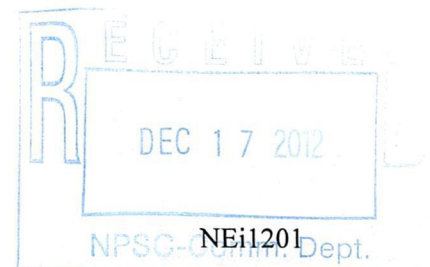
Customers selecting this One Rate Plan receive direct dial MTS service at the following rate, regardless of the time of day or day of week of the call. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan. (T)

New subscriptions to this plan are no longer accepted. Only existing subscribers may receive service under this plan. Should they change calling plans or cease having the Company as their presubscribed carrier and subsequently return, they will not be able to reenroll in this calling plan.

3.3.3 Calling Plan No. 3

Customers selecting this One Rate Plan receive Direct Dial MTS service at the following rate, regardless of the time of day or day of week of the call. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan. (T)

New subscriptions to this plan are no longer accepted. Only existing subscribers may receive service under this plan. Should they change calling plans or cease having the Company as their presubscribed carrier and subsequently return, they will not be able to reenroll in this calling plan.



SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.3 One Rate Residential Calling Plans, (Cont'd.)

3.3.4 Calling Plan No. 4

Customers selecting this One Rate Plan receive Direct Dial MTS service at the following rate, regardless of the time of day or day of week of the call. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plans, 7-Cent Round-The-Clock-\$4.95, 5-Cent Round-The-Clock Plus-\$8.95, and 10-Cent Round-The-Clock.

(T)

New subscriptions to this plan are no longer accepted, except 7-Cent Round-The-Clock, which is still available via the CIC channel. Only existing subscribers may receive service under this plan. Should they change calling plans or cease having the Company as their presubscribed carrier and subsequently return, they will not be able to reenroll in this calling plan.

3.3.5 Calling Plan No. 5

Customers selecting this One Rate Plan receive Direct Dial MTS service at the following rate, regardless of the time of day or day of week of the call. This term plan is the intrastate complement to, and is only available in combination with the corresponding interstate plan.

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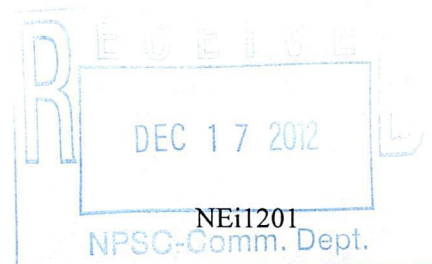
New subscriptions to this plan are no longer accepted. Only existing subscribers may receive service under this plan. Should they change calling plans or cease having the Company as their presubscribed carrier and subsequently return, they will not be able to reenroll in this calling plan.

3.3.6 Reserved for Future Use

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SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.3 One Rate Residential Calling Plans, (Cont'd.)

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3.3.8 Reserved for Future Use

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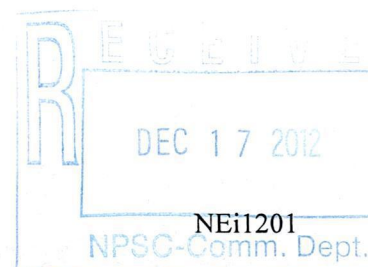
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3.3.9 Combination Plan

- (A) Those Customers who subscribe to the Company's Internet service; receive bills via e-mail; and who pay their bills via automatic deduction from a checking account may receive interstate telephone service at the rates listed below:
- (B) Customers must comply with all three eligibility requirements to be able to choose this plan. If after enrolling in this calling plan the Customer discontinues any one of the qualifying requirements, the Customer is subject to removal from the plan, at which time s/he will automatically be returned to her/his previous billing arrangement with the Company. If the Customer enrolled in the plan at the initiation of Company service, the Customer will be transferred to the Peak Rate Calling Plan No. 1.
- (C) This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plans.
- (D) New subscriptions to this plan are no longer accepted. Only existing subscribers may receive service under this plan. Should they change calling plans or cease having the Company as their pre-subscribed carrier and subsequently return, they will not be able to reenroll in this calling plan.





SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

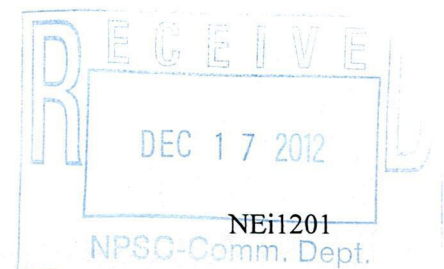
3.3 One Rate Residential Calling Plans, (Cont'd.)

3.3.10 Online Saver

- (A) Those Customers who pay their bills via automatic deduction from a checking account and either (1) receive bills via e-mail or (2) receive bills via web-based billing, may receive direct dial service, regardless of time of day or day of week of the call. (T)
- (B) Customers must comply with all eligibility requirements to be able to choose this plan. If after enrolling in this calling plan the Customer discontinues any one of the qualifying requirements, the Customer is subject to removal from the plan, at which time s/he will automatically be returned to her/her previous billing arrangement with the Company. If the Customer enrolled in the plan at the initiation of service with the Company, the Customer will be transferred to the Peak Rate Calling Plan No. 1.
- (C) This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, Online Saver.
- (D) New subscriptions to this plan are no longer accepted. Only existing subscribers may receive service under this plan. Should they change calling plans or cease having the Company as their pre-subscribed carrier and subsequently return, they will not be able to reenroll in this calling plan.

3.3.11 500 Value Plan

Customers selecting this Plan receive domestic direct-dial MTS Service for a fixed monthly charge that allows the Customer to use up to 500 minutes per billing period. Usage in excess of the 500 minutes is charged on a per minute of use basis as set forth in Section 4. This plan is the intrastate complement to, and is only available in combination with, interstate calling plan, 500 Value Plan. Both direct-dialed interstate and intrastate minutes are debited from the 500-minutes. International calls are not included in the 500 minutes International calling, and Directory Assistance Services are also available for Customers subscribing to this Plan at additional charges and the Customer will be charged on a per minute basis for these services. Any unused minutes do not carry over to succeeding months. Applicable taxes and other supplemental fees are not included in rates. Volume and Friendship discounts do not apply to this Service. (T)



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Nebraska Tariff PSC No. 4  
1<sup>st</sup> Revised Page 26  
Cancels Original Page 26  
Issued: December 17, 2012  
Effective: December 31, 2012

### SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

#### 3.3 One Rate Residential Calling Plans, (Cont'd.)

##### 3.3.11 500 Value Plan, (Cont'd.)

New subscriptions to this plan are no longer accepted. Only existing subscribers may receive service under this plan. Should they change calling plans or cease having the Company as their pre-subscribed carrier and subsequently return, they will not be able to reenroll in this calling plan.

##### 3.3.12 7-Cent Anywhere, \$4.95

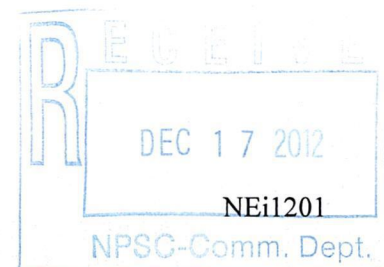
Customers selecting this Plan receive domestic direct-dial MTS service for a per minute usage charge and a monthly recurring charge. This Plan is the intrastate complement to, and only available in combination with, interstate calling plan, 7-Cent Anywhere, \$4.95. Customers also receive Directory Assistance Services.

(T)

##### 3.3.13 5-Cent Anywhere, \$5.95

Customers selecting this Plan receive domestic direct-dial MTS service for a per minute usage charge and a monthly recurring charge. This Plan is the intrastate complement to, and only available in combination with, interstate calling plan, 5-Cent Anywhere, \$5.95. Customers also receive Directory Assistance Services.

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SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

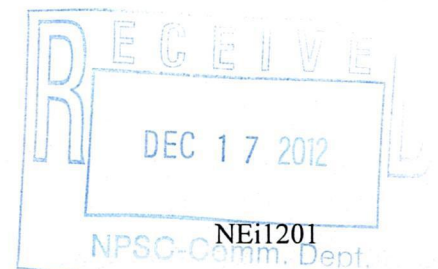
3.4 Peak Rate Residential Calling Plans

3.4.1 Peak Rate Residential Calling Plan No. 1

- (A) Customers selecting this Peak Rate Plan receive Direct Dial service. There are two rate periods, Peak and Off Peak. Peak is 7am to 7pm and off-peak is 7pm to 7am. Off Peak also includes the entire 24 hours of each holiday as defined in this tariff. (T)
- (B) This Plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, Best Hours.
- (C) Volume and Friendship discounts do not apply to Plan rate.
- (D) New subscriptions to this plan are no longer accepted. Only existing subscribers may receive service under this plan. Should existing subscribers to this plan change calling plans or cease having the Company as their pre-subscribed carrier and subsequently return, they will not be able to reenroll in this calling plan.

3.4.2 Peak Rate Residential Calling Plan No. 2

- (A) Customers selecting this Peak Rate Plan receive Direct Dial service. There are two rate periods, Peak and Off Peak. Peak is 7am to 7pm and off-peak is 7pm to 7am. Off Peak also includes the entire 24 hours of each holiday as defined in this tariff. (T)
- (B) This Plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan.
- (C) Volume and Friendship discounts do not apply to Plan rate.





SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

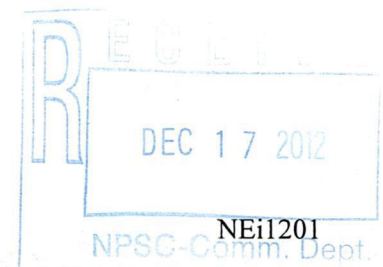
3.4 Peak Rate Residential Calling Plans, (Cont'd.)

3.4.3 Peak Rate Residential Calling Plan No. 3

- (A) Customers selecting this Peak Rate Plan receive Direct Dial service. There are two rate periods, Peak and Off Peak. Peak is 7am to 7pm and off-peak is 7pm to 7am. Off Peak also includes the entire 24 hours of each holiday as defined in this tariff. (T)
- (B) This Plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan. New subscriptions to this plan are no longer accepted. Only existing subscribers may receive service under this plan. Should existing subscribers to this plan change calling plans or cease having the Company as their pre-subscribed carrier and subsequently return, they will not be able to reenroll in this calling plan.
- (C) Volume and Friendship discounts do not apply to Plan rate.

3.4.4 Unlimited Plan

- (A) Customers selecting this Peak Rate Plan receive Direct Dial service. There are two rate periods, Peak and Off Peak. Peak is 7am to 7pm and off-peak is 7pm to 7am. Off Peak also includes the entire 24 hours of each holiday as defined in this tariff. (T)
- (B) This Plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, Unlimited Plan. New subscriptions to this plan are no longer accepted. Only existing subscribers may receive service under this plan. Should existing subscribers change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to enroll in this calling plan.
- (C) Volume and Friendship discounts do not apply to Plan rate.
- (D) Local toll calls carried by the LEC are not covered by this Plan.
- (E) This service is intended only for residential use. Calls to an Internet provider and those placed on behalf of a business are not covered under this Plan.



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Nebraska Tariff PSC No. 4  
1<sup>st</sup> Revised Page 29  
Cancels Original Page 29  
Issued: December 17, 2012  
Effective: December 31, 2012

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.5 Reserved for Future Use

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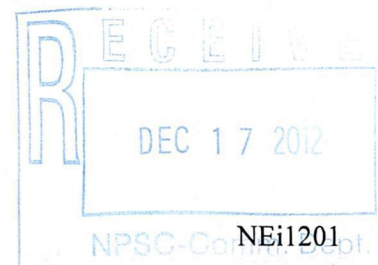
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Nebraska Tariff PSC No. 4  
1<sup>st</sup> Revised Page 30  
Cancels Original Page 30  
Issued: December 17, 2012  
Effective: December 31, 2012

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.8 Reserved for Future Use

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Nebraska Tariff PSC No. 4  
1<sup>st</sup> Revised Page 31  
Cancels Original Page 31  
Issued: December 17, 2012  
Effective: December 31, 2012

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.8 Reserved for Future Use, (Cont'd.)

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Nebraska Tariff PSC No. 4  
1<sup>st</sup> Revised Page 32  
Cancels Original Page 32  
Issued: December 17, 2012  
Effective: December 31, 2012

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.8 Reserved for Future Use, (Cont'd.)

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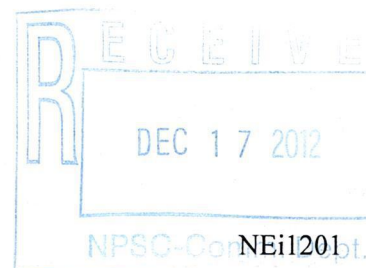
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Nebraska Tariff PSC No. 4  
Original Page 33

Issued: December 3, 2007  
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## SECTION 4 - RATES AND CHARGES

### 4.1 MTS Services

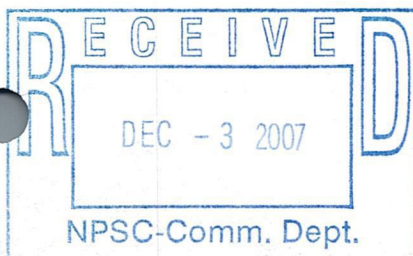
#### 4.1.1 Residential Service Rates

##### (A) InterLATA Dial-1 calls:

Mileage Bands	Initial Minute			Additional Minute		
	Day	Evening	Nt/Wkend	Day	Evening	Nt/Wkend
0-20	.3400	.2350	.1640	.2144	.2144	.1084
21-35	.3700	.2560	.1800	.1800	.2444	.1234
36-55	.4100	.2840	.2000	.2000	.2840	.1433
56-100	.4400	.3044	.2140	.2140	.3144	.1540
101-148	.4800	.3330	.2340	.2340	.3544	.1740
149-292	.5100	.3540	.2500	.2500	.3841	.1931
293+	.5300	.3680	.2600	.2600	.4044	.2030

##### (B) IntraLATA Dial-1 calls

All mileage bands: \$0.10 per minute or fraction thereof





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d/b/a Credo Long Distance  
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San Francisco, CA 94105

Nebraska Tariff PSC No. 4  
1<sup>st</sup> Revised Page 34  
Cancels Original Page 34  
Issued: December 17, 2012  
Effective: December 31, 2012

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.1 MTS Services, (Cont'd.)

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San Francisco, CA 94105

Nebraska Tariff PSC No. 4  
1<sup>st</sup> Revised Page 35  
Cancels Original Page 35  
Issued: December 17, 2012  
Effective: December 31, 2012

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.2 Peak Rate Residential Calling Plans

4.2.1 Peak Rate Residential Calling Plan No. 1

	<u>Peak</u>	<u>Off-Peak</u>
(A) Dial 1		
InterLATA	\$0.30	\$0.15
IntraLATA	\$0.10	\$0.10

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(B) Where peak is 7am to 7pm and off-peak is 7pm to 7am. Off peak also includes the entire 24 hours of each holiday as defined in this tariff.

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(C) Volume and Friendship discounts do not apply to this Plan.

(T)

4.2.2 Peak Rate Residential Calling Plan No. 2

	<u>Rate Per Minute</u>	
	<u>Peak</u>	<u>Off-Peak</u>
(A) Dial 1		
InterLATA	\$0.30	\$0.15
IntraLATA	\$0.10	\$0.10

(D)  
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(D)

(B) Where peak is 7am to 7pm and off-peak is 7pm to 7am. Off peak also includes the entire 24 hours of each holiday as defined in this tariff.

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(C) Volume and Friendship discounts do not apply to this Plan.

(T)



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Nebraska Tariff PSC No. 4  
1<sup>st</sup> Revised Page 36  
Cancels Original Page 36  
Issued: December 17, 2012  
Effective: December 31, 2012

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.2 Peak Rate Residential Calling Plans, (Cont'd.)

4.2.3 Peak Rate Residential Calling Plan No. 3

		Rate Per Minute	
		<u>Peak</u>	<u>Off-Peak</u>
(A)	Dial 1		
	InterLATA	\$0.15	\$0.15
	IntraLATA	\$0.10	\$0.10

(D)  
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(D)

(B) Where peak is 7am to 7pm and off-peak is 7pm to 7am. Off peak also includes the entire 24 hours of each holiday as defined in this tariff.

(T)

(C) Volume and Friendship discounts do not apply to this Plan.

(T)

4.2.4 Unlimited Plan

		Rate Per Minute	
		<u>Peak</u>	<u>Off-Peak</u>
(A)	Dial 1		
	InterLATA	\$0.25	\$0.00

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(B) Maximum Off-Peak usage is limited to 1000 minutes per monthly billing period. All minutes in excess of 1000 will be billed at the Peak rate.

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(C) Peak is 7am to 7pm Monday through Friday and off-peak is all other times.

(T)

(D) Local toll calls carried by the local telephone company are not covered by this plan.

(T)



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d/b/a Credo Long Distance  
Stephen Gunn, Vice President of Operations  
101 Market Street, Suite 700  
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Nebraska Tariff PSC No. 4  
1<sup>st</sup> Revised Page 37  
Cancels Original Page 37  
Issued: December 17, 2012  
Effective: December 31, 2012

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.3 One Rate Residential Calling Plans

4.3.1 Calling Plan No. 1

- (A) Dial 1 Rates  
InterLATA \$0.12 per minute  
IntraLATA \$0.10 per minute

(D)  
|  
(D)  
(T)

- (B) Volume and Friendship discounts do not apply to this Plan.

4.3.2 Calling Plan No. 2

- (A) Dial 1 Rates  
InterLATA \$0.12 per minute  
IntraLATA \$0.10 per minute

(D)  
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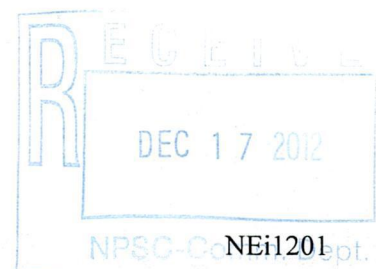
- (B) Volume and Friendship discounts do not apply to this Plan.

4.3.3 Calling Plan No. 3

- (A) Dial 1 Rates  
InterLATA \$0.10 per minute  
IntraLATA \$0.10 per minute

(D)  
|  
(D)  
(T)

- (B) Volume and Friendship discounts do not apply to this Plan.





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Nebraska Tariff PSC No. 4  
1<sup>st</sup> Revised Page 38  
Cancels Original Page 38  
Issued: December 17, 2012  
Effective: December 31, 2012

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.3 One Rate Residential Calling Plans, (Cont'd.)

4.3.4 Calling Plan No. 4

(A) Dial 1 Rates  
InterLATA  
IntraLATA

Rate Per Minute or Fraction Thereof

\$0.10 per minute  
\$0.10 per minute

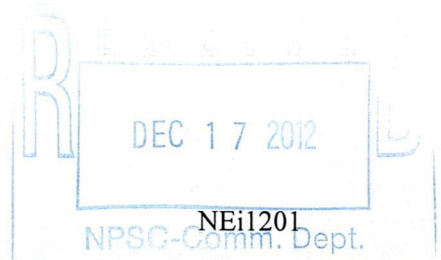
(B) Volume and Friendship discounts do not apply to this Plan.

4.3.5 Reserved for Future Use

4.3.6 Reserved for Future Use

4.3.7 Reserved for Future Use

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Nebraska Tariff PSC No. 4  
1<sup>st</sup> Revised Page 39  
Cancels Original Page 39  
Issued: December 17, 2012  
Effective: December 31, 2012

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.3 One Rate Residential Calling Plans, (Cont'd.)

4.3.8 Combination Plan

(T)

(A)	Direct Dial InterLATA IntraLATA	<u>Rate Per Minute or Fraction Thereof</u>
		\$0.23
		\$0.10

(D)

|

(D)

(B) Volume and Friendship discounts do not apply to this Plan.

(T)

4.3.9 Online Saver

(T)

(A)	Direct Dial InterLATA IntraLATA	<u>Rate Per Minute or Fraction Thereof</u>
		\$0.10
		\$0.10

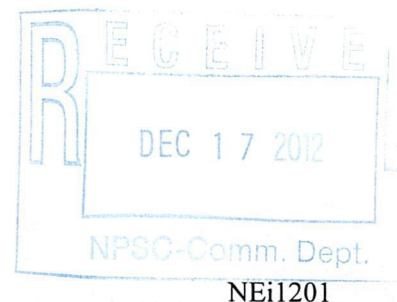
(D)

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(B) Volume and Friendship discounts do not apply to this Plan.

(T)



SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.3 One Rate Residential Calling Plans, (Cont'd.)

4.3.10 500 Value Plan

(T)

- (A) Monthly Charge: \$25.00 per month\*
- (B) Rate Per Minute \$0.10 per minute for each minute beyond 500 minutes in the same billing period.

\*Both direct-dialed interstate and intrastate minutes are debited from the 500-minute allocation. The allocation cannot be applied to international minutes. Any unused minutes do not carry over to succeeding months. Applicable taxes and other supplemental fees are not included in rates.

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- (C) Directory Assistance: \$0.60 per call
- (D) Volume and Friendship discounts do not apply to this Plan.

(T)

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4.3.11 7-Cent Anywhere, \$4.95.

- (A) Instate rate: \$0.07 per minute
- (B) Monthly Charge: \$3.95 per month

(D)

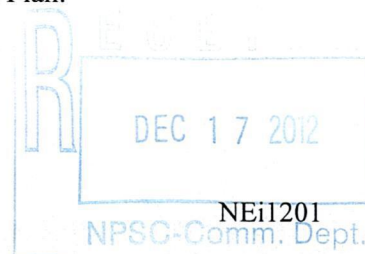
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(D)

- (C) Directory Assistance: \$0.75 per call
- (D) Volume and Friendship discounts do not apply to this Plan.

(T)

(T)



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Nebraska Tariff PSC No. 4  
1<sup>st</sup> Revised Page 41  
Cancels Original Page 41  
Issued: December 17, 2012  
Effective: December 31, 2012

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.3 One Rate Residential Calling Plans, (Cont'd.)

4.3.12 5-Cent Anywhere, \$5.95.

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(A) Instate rate: \$0.05 per minute

(B) Monthly Charge: \$5.95 per month

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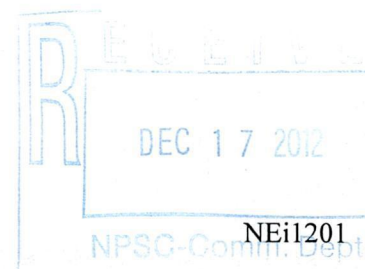
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(C) Directory Assistance: \$0.75 per call

(T)

(D) Volume and Friendship discounts do not apply to this Plan.

(T)





SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.4 Discounts

4.4.1 Intranetwork Discounts

- (A) For residential subscribers of mileage-based MTS, a 25% discount will be applied to those calls that terminate to other subscribers of the Company's communications services.

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4.4.2 Other Discounts

- (A) For residential Subscribers who chose to participate in Working Asset's unique Citizen Action program, calls made to political leaders who are the subjects of an action alert in the subscriber's previous monthly invoice will be free of charge. Action alerts allow the Company's Customers to express their views on issues they care about. Two such calls per day of up to five minutes in duration can be made. Calls in excess will receive a discount of 30%.
- (B) For residential Subscribers of mileage-based MTS whose total usage charges exceed \$25.00 per month a 15% discount shall be applied to all of their intrastate usage
- (C) MTS calls from hearing-impaired Company Customers using teletypewriters for residential telecommunications will be discounted by 20%. This discount is in addition to any other applicable discount. Customer must provide the Company with a medical doctor's signed statement verifying his or her impairment prior to receiving discount.

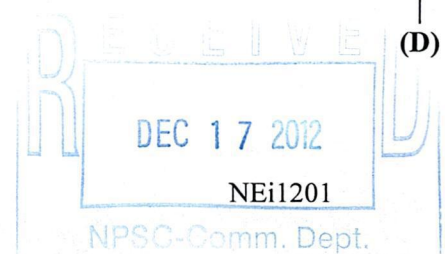
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4.4.3 Reserved for Future Use

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Nebraska Tariff PSC No. 4  
1<sup>st</sup> Revised Page 43  
Cancels Original Page 43  
Issued: December 17, 2012  
Effective: December 31, 2012

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.5 Reserved for Future Use

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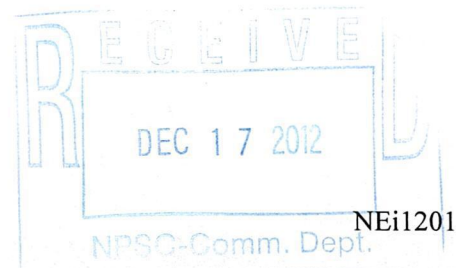
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Nebraska Tariff PSC No. 4  
1<sup>st</sup> Revised Page 44  
Cancels Original Page 44  
Issued: December 17, 2012  
Effective: December 31, 2012

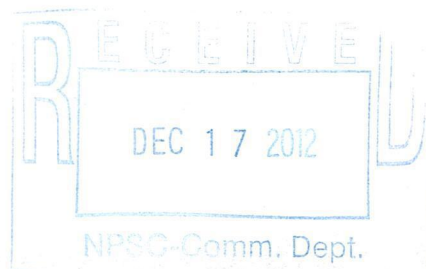
SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.8 Reserved for Future Use

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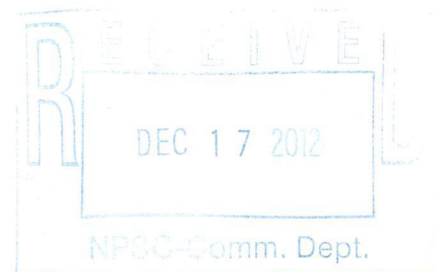
Nebraska Tariff PSC No. 4  
1<sup>st</sup> Revised Page 45  
Cancels Original Page 45  
Issued: December 17, 2012  
Effective: December 31, 2012

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.9 Reserved for Future Use

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d/b/a Credo Long Distance  
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Nebraska Tariff PSC No. 4  
1<sup>st</sup> Revised Page 46  
Cancels Original Page 46  
Issued: December 17, 2012  
Effective: December 31, 2012

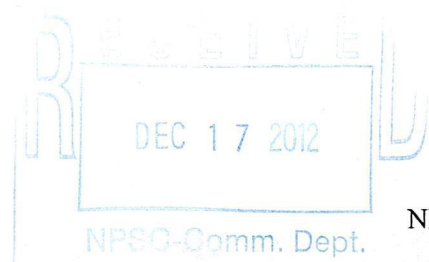
SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.9 Reserved for Future Use, (Cont'd.)

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Nebraska Tariff PSC No. 4  
1<sup>st</sup> Revised Page 47  
Cancels Original Page 47  
Issued: December 17, 2012  
Effective: December 31, 2012

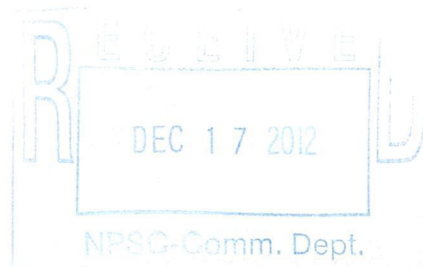
SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.10 Reserved for Future Use

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Nebraska Tariff PSC No. 4  
1<sup>st</sup> Revised Page 48  
Cancels Original Page 48  
Issued: December 17, 2012  
Effective: December 31, 2012

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.11 Directory Assistance (Available to MTS Subscribers)

4.11.1 If your Calling Plan does not quote a rate for Directory Assistance, the per-call charge is \$0.75.

4.11.2 A credit allowance for Directory Assistance will be provided on request if subscriber experiences poor transmission quality, is cut off, receives an incorrect telephone number, or misdials the intended Directory Assistance number.

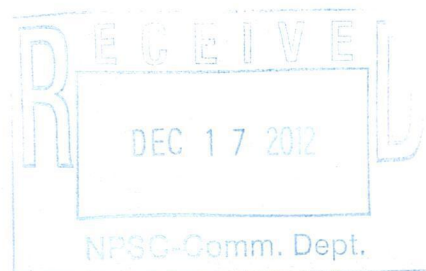
4.11.3 There will be a charge of \$0.50 for all calls dialed from directory assistance after a telephone number has been obtained.

4.12 Reserved for Future Use

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.13 Miscellaneous Charges

4.13.1 Reserved for Future Use

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4.13.2 Returned Check Charge

If a Customer's check is returned by the bank, the Company may charge the Customer a return check charge. The amount of the return check charge is \$10.00.

4.13.3 Reconnection Charge

Customers whose service has been blocked for non-payment are subject to a reconnection fee for restoration of service. The charge is \$15.00.

4.13.4 Reserved for Future Use

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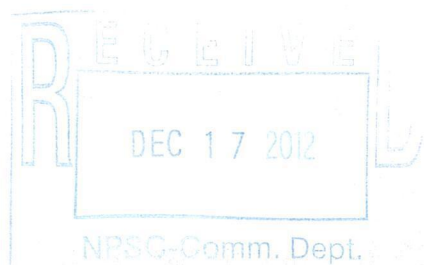
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4.13.5 Instate Access Recovery Fee

The Instate Access Recovery Fee will be assessed on all Services provided pursuant to this tariff effective 11/15/03.

Instate Access Recovery Fee: \$1.95





## SECTION 5 - PROMOTIONS

### 5.1 General

From time to time, the Company may engage in special promotional offerings or trial Service offerings designed to attract new Customers, retain existing Customers, win back former Customers, stimulate Customer usage, test potential new Services and/or increase existing Customer awareness of the Company's Services. These offerings may be limited to certain dates, times of day, and/or locations determined by the Company. The terms of national promotional offerings are set forth in the applicable interstate rate schedules governing such programs. To the extent these programs may extend to intrastate services, the terms of these national offerings will be filed in accordance with Commission rules. All promotions will be filed with the Commission in accordance with Commission rules.

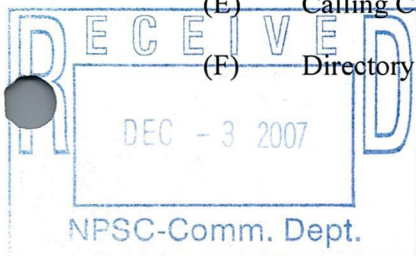
### 5.2 200 Minute Promotion

Customers electing this Plan receive domestic direct-dial MTS Service for a fixed monthly charge that allows the Customer to use up to 200 minutes per billing period. Usage in excess of the 200 minutes is charged on per minute of use basis as set forth below. This plan is the intrastate complement to, and is only available in combination with, interstate calling plan, 200 Minute Plan Promotion. Both direct-dialed interstate and intrastate minutes are debited from the 200-minutes. Calling Card and international calls are not included in the 200 minutes. International calling, Calling Card Service, and Directory Assistance Services are also available for Customers subscribing to this Plan at additional charges and the Customer will be charged on a per minute basis for these services. Any unused minutes do not carry over to succeeding months. Applicable taxes and other supplemental fees are not included in rates. Volume and Friendship discounts do not apply to this Service. If a subscriber changes calling plans or ceases having the Company as their prescribed carrier and subsequently returns, they will not be allowed to reenroll in this calling plan. Volume and Friendship discounts do not apply to this Plan. This promotion ends July 1, 2006 unless sooner cancelled or revised.

- |     |                 |  |
|-----|-----------------|--|
| (A) | Monthly Charge: | \$7.95 per month*  |
| (B) | Rate Per Minute | \$0.07 per minute for each minute beyond 200 minutes in the same billing period. |

\*Both direct-dialed interstate and intrastate minutes are debited from the 200-minute allocation. The allocation cannot be applied to calling card and international minutes. Any unused minutes do not carry over to succeeding months. Applicable taxes and other supplemental fees are not included in rates.

- |     |  |                   |
|-----|--|-------------------|
| (C) | Calling Card call rate:                      | \$0.30 per minute |
| (D) | Calling Card Surcharge:                      | \$0.99 per call   |
| (E) | Calling Card Directory Assistance Surcharge: | \$0.75 per call   |
| (F) | Directory Assistance:                        | \$0.60 per call   |



SECTION 5 - PROMOTIONS, (CONT'D.)

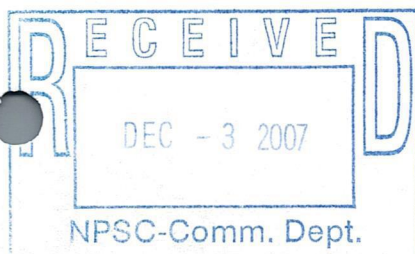
5.3 500 Minute Promotion

Customers electing this Plan receive domestic direct-dial MTS Service for a fixed monthly charge that allows the Customer to use up to 500 minutes per billing period. Usage in excess of the 500 minutes is charged on per minute of use basis as set forth below. This plan is the intrastate complement to, and is only available in combination with, interstate calling plan, 500 Minute Plan Promotion. Both direct-dialed interstate and intrastate minutes are debited from the 500-minutes. Calling Card and international calls are not included in the 500 minutes. International calling, Calling Card Service, and Directory Assistance Services are also available for Customers subscribing to this Plan at additional charges and the Customer will be charged on a per minute basis for these services. Any unused minutes do not carry over to succeeding months. Applicable taxes and other supplemental fees are not included in rates. Volume and Friendship discounts do not apply to this Service. If a subscriber changes calling plans or ceases having the Company as their prescribed carrier and subsequently returns, they will not be allowed to reenroll in this calling plan. This promotion ends July 1, 2006 unless sooner cancelled or revised.

- |     |                 |  |
|-----|-----------------|--|
| (A) | Monthly Charge: | \$19.95 per month*   |
| (B) | Rate Per Minute | \$0.05 per minute for each minute beyond 500 minutes in the same billing period. |

\*Both direct-dialed interstate and intrastate minutes are debited from the 500-minute allocation. The allocation cannot be applied to calling card and international minutes. Any unused minutes do not carry over to succeeding months. Applicable taxes and other supplemental fees are not included in rates.

- |     |  |                   |
|-----|--|-------------------|
| (C) | Calling Card call rate:                                    | \$0.30 per minute |
| (D) | Calling Card Surcharge:                                    | \$0.99 per call   |
| (E) | Calling Card Directory Assistance Surcharge:               | \$0.75 per call   |
| (F) | Directory Assistance:                                      | \$0.60 per call   |
| (G) | Volume and Friendship discounts do not apply to this plan. |                   |



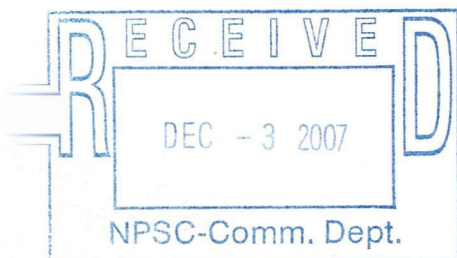


SECTION 5 - PROMOTIONS, (CONT'D.)

5.4 10 Cents Promotion

This Service is only available to former or existing residential customers of the Company who may initially want to discontinue service but who then agree to retain it, or contact the Company to request a competitive rate. This plan is the intrastate complement to, and is only available in combination with, the corresponding interstate 10 Cents Promotion. Customers enrolling in the plan receive direct-dial domestic long distance service, calling card, and directory assistance service. Intrastate service is provided at the rates and charges listed below and is subject to the terms and conditions and other applicable charges found in the Company's intrastate tariff. Discounts do not apply to traffic priced at these rates. FCC Universal Service Fee, applicable taxes, and other supplemental fees are not included in these rates and charges. This promotion end July 1, 2006 unless sooner cancelled or revised.

(A)	Direct-Dial MTS Services:	
	Rate Per Minute or Fraction Thereof	\$0.10
(B)	Calling Card Service:	
	Rate Per Minute or Fraction Thereof:	\$0.30
	Calling Card surcharge Per Call	
	Excluding Directory Assistance:	\$0.99
	Calling Card Surcharge for Directory Assistance Calls	\$0.75
(C)	Directory Assistance Service Charge per Call	\$0.60

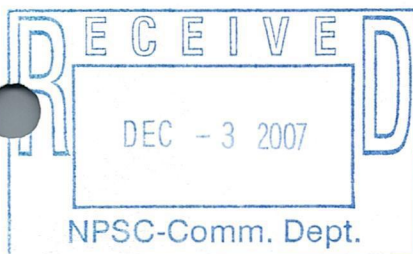


SECTION 5 - PROMOTIONS, (CONT'D.)

5.5 5 Cents Anywhere \$3.95 Promotion

This promotion is only available to those residential consumer who respond to a solicitation through the Company and its marketing partners that includes this offer. This plan is the intrastate complement to, and is only available in combination with, the corresponding interstate 5 cents anywhere \$3.95 Promotion. Customers enrolling in the plan receive direct-dial domestic long distance service, calling card, and directory assistance service with a reduced interstate monthly recurring charge for the first year of service. On the anniversary date of service, the customer's interstate monthly recurring charge is increased to \$5.95. Intrastate service is provided at the rates and charges listed below and is subject to the terms and conditions and other applicable charges found in the Company's intrastate tariff. Discounts do not apply to traffic priced at these rates. FCC Universal Service Fee, applicable taxes, and other supplemental fees are not included in these rates and charges. This promotion ends July 1, 2006 unless sooner cancelled or revised.

(A)	Direct-Dial MTS Services:	
	Rate Per Minute or Fraction Thereof	\$0.05
(B)	Calling Card Service:	
	Rate Per Minute or Fraction Thereof:	\$0.30
	Calling Card surcharge Per Call	
	Excluding Directory Assistance:	\$0.99
	Calling Card Surcharge for Directory Assistance Calls	\$0.75
	Payphone Surcharge	\$0.55
(C)	Directory Assistance Service Charge per Call	\$0.60

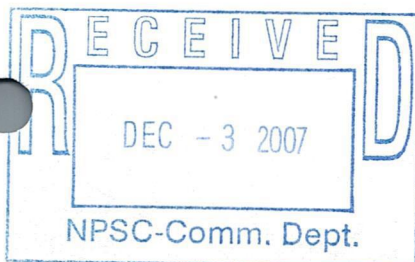




SECTION 5 - PROMOTIONS, (CONT'D.)

5.6 Unlimited Off-Peak Promotion

- 5.6.1 This promotion is a trial service offering and is only available to single line residential customers who are active Company Wireless ("WAW") customers and are contracted by the Company via a written subscription form or telemarketing call that includes this offer. This plan is not available to multi-line residential accounts. This plan is the intrastate complement to, and is only available in combination with, the corresponding interstate Unlimited Off-Peak Promotion. Customers enrolling in this promotion receive unlimited domestic direct-dial long distance excluding operator assisted calls during Off-Peak hours as defined below. If the WAW service is cancelled or suspended, the customer will be switched to 5 Cents Anywhere, \$5.95 service. This promotion is effective June 5, 2006 and ends October 1, 2006 unless sooner cancelled or revised.
- 5.6.2 Peak Hour Service, calling card, and directory assistance service are also provided at the rates set forth below. All calls are billed in one minute increments subject to a minimum connect time of one minute. All calls are rounded up to the next highest minute.
- 5.6.3 Commercial use, including, but not limited to facsimile, auto-dialing, telemarketing, and calls placed on behalf of a business, is not permitted. Toll calls to an Internet provider are also not included. The Company at its sole discretion determines whether use of its service is residential voice or not. To determine if use of service is consistent with residential voice use, the Company reserves the right to look at patterns of use including, but not limited to, reviewing the number of calls, their duration, and the quantity of terminating telephone numbers. Exceeding 1,000 minutes per month is presumed to be inconsistent with residential voice use.
- 5.6.4 Intrastate service is provided at the rates and charges listed below and is subject to the terms and conditions and other applicable charges found in the Company's intrastate tariff and interstate price list/rate schedule. Discounts do not apply to traffic priced at these rates. FCC Universal Service Fee, applicable taxes, and other supplemental fees are not included in these rate and charges.
- 5.6.5 Peak Hour Service is Service provided from 7AM up to but not including 9PM Monday to Friday. Free Speech calls are credited up to two per day, up to 5 minutes per call. Off-Peak Hour Service is Service provided from 9PM up to but not including 7AM Monday to Friday.



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Nebraska Tariff PSC No. 4  
Original Page 55

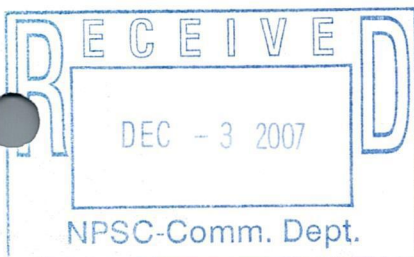
Issued: December 3, 2007  
Effective: December 13, 2007

SECTION 5 - PROMOTIONS, (CONT'D.)

5.6 Unlimited Off-Peak Promotion, (Cont'd.)

5.6.6 Rates and Charges

(A)	Unlimited Off-Peak Domestic Direct Dial Service: Monthly Recurring Charge:	None
(B)	Peak Hour Direct Dial Service Rate Per Minute or Fraction Thereof:	\$0.10
(C)	Calling Card Service: Rate Per Minute or Fraction Thereof: Calling Card Surcharge Excluding Directory Assistance Calling Card Surcharge for Directory Assistance Calls Payphone Surcharge	\$0.30 \$0.99 per Call \$0.75 per Call \$0.55 per Call
(D)	Directory Assistance Service, Charge	\$0.60 per Call



SECTION 5 - PROMOTIONS, (CONT'D.)

5.7 1000 Minute Promotion

5.7.1 This Promotion is only available to single line Residential Customers. Residential Customers enrolling in this Promotion receive domestic direct-dial service for a fixed monthly charge that allows the Customer to use up to 1000 Minutes per billing period. Usage in excess of the 1000 Minutes is charged on a per minute of use basis as set forth below. Operator assisted calling (live or automated) and toll calls to an internet provider are not included. This plan is the intrastate complement to, and is only available in combination with, interstate calling plan, 1000 Minutes Promotion. This promotion begins June 5, 2006 and ends October 1, 2006 unless sooner cancelled or revised.

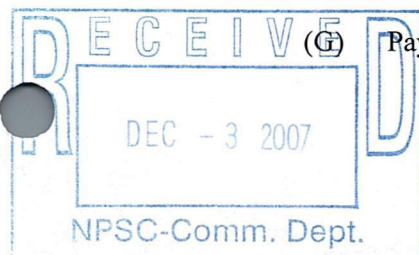
5.7.2 Minutes are debited from a monthly allocation of 1,000 minutes for all domestic, direct-dialed calls. Any unused minutes do not carry over to succeeding months. State-to-State, in-state and regional toll calls in excess of the 1,000 Minute monthly allocated are billed at \$0.05 a minute. Regional toll service, also known as local long distance, local toll or IntraLATA Service, is only available where offered.

5.7.3 All calls are billed in one minute increments subject to a minimum connect time of one minute. All calls are rounded up to the next highest minute. Intrastate service is provided at the rates and charges listed below and is subject to the terms and conditions and other applicable charges found in the Company's intrastate tariff and interstate price list/rate schedule. Discounts do not apply to tariff priced at these rates. FCC Universal Service Fee, applicable taxes, and other supplemental fees are not included in these rates and charges.

5.7.4 Customer is entitled to a maximum of 2 Free Speech calls a day, up to 5 minutes per call when the call is to a policy maker designated by Company. Free Speech minutes not used on one day cannot be carried over to any other day.

5.7.5 Rates and Charges

(A) Monthly Charge:	\$29.95 per month*
(B) Rate Per Minute	\$0.05 per minute for each minute beyond 1000 minutes in the same billing period.
(C) Calling Card call rate:	\$0.30 per minute
(D) Calling Card Surcharge:	\$0.99 per call
(E) Calling Card Directory Assistance Surcharge:	\$0.75 per call
(F) Directory Assistance:	\$0.60 per call
(G) Payphone Surcharge	\$0.55 per call





SECTION 5 - PROMOTIONS, (CONT'D.)

5.8 7 Cents Anywhere Promotion

5.8.1 This promotion is only available to residential consumer who receive domestic direct dial long distance service for called placed from their home phone without operator or automated assistance. This plan is the intrastate complement to, and is only available in combination with, the corresponding interstate 7 Cents Anywhere Promotion. This promotion is effective June 5, 2006 and ends October 1, 2006 unless sooner cancelled or revised.

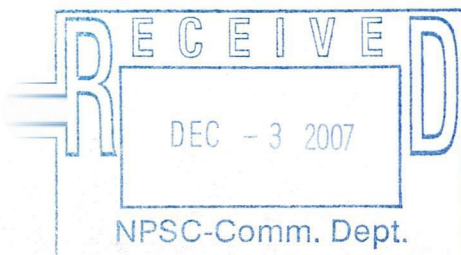
5.8.2 This Promotion has a minimum usage requirement of \$5 per month. The \$5 minimum will be charged if the total amount generated from all Company Long Distance charges, plan fees, and all other product charges is less than \$5. All calls are billed in one minute increments subject to a minimum connect time of one minute. All calls are rounded up to the next highest minute.

5.8.3 Intrastate service is provided at the rates and charges listed below and is subject to the terms and conditions and other applicable charges found in the Company's intrastate tariff and interstate price list/rate schedule. Regional toll service, also known as local long distance, local toll or IntraLATA service is only available where offered. Discounts do not apply to traffic priced at these rates. FCC Universal Service Fee, applicable taxes, and other supplemental fees are not included in these rates and charges.

5.8.4 Customer is entitled to a maximum of 2 Free Speech calls a day, up to 5 minutes per call when the call is to a policy maker designated by Company Free Speech minutes not used on one day cannot be carried over to any other day.

5.8.5 Rates and Charges

(A)	Direct-Dial MTS Service:	
	Rate Per Minute or Fraction Thereof	\$0.07
(B)	Calling Card Service:	
	Rate Per Minute or Fraction Thereof:	\$0.30
	Calling Card Surcharge Excluding Directory Assistance:	\$0.99 per Call
	Calling Card Surcharge for Directory Assistance Calls	\$0.75 per Call
	Payphone Surcharge	\$0.55 per Call
(C)	Directory Assistance Service, Charge per call	\$0.60 per Call





SECTION 5 - PROMOTIONS, (CONT'D.)

5.9 No Fee Promotion

5.9.1 This promotion is a trial service offering and is only available to those single line residential consumers who respond to a solicitation through the Company and its marketing partners that includes this offer. Customer enrolling in the plan receive direct-dial domestic long distance service, calling card, and directory assistance service. Operator assisted calling (live or automated) and toll calls to an Internet provider are not included. This plan is the intrastate complement to, and is only available in combination with, the corresponding interstate No Fee Promotion. This promotion is effective June 5, 2006 and end November 16, 2006 unless sooner cancelled or revised.

5.9.2 All calls are billed in one minute increments subject to a minimum connect time of one minute. All calls are rounded up to the next highest minute. Intrastate service is provided at the rates and charges listed below and is subject to the terms and conditions and other applicable charges found in the Company's intrastate tariff and interstate price list/rate schedule. Discounts do not apply to traffic priced at these rates. FCC Universal Service Fee, applicable taxes, and other supplemental fees are not included in these rates and charges.

5.9.3 Commercial use, including, but not limited to facsimile, auto-dialing, telemarketing, and calls placed on behalf of a business, is not permitted. Toll calls to an Internet provider are also not included. The Company at its sole discretion determines whether use of its service is residential voice or not. To determine if use of service is consistent with residential voice use, the Company reserves the right to look at patterns of use including, but not limited to, reviewing the number of calls, their duration, and the quantity of terminating telephone numbers. Exceeding 1,000 minutes per month is presumed to be inconsistent with residential voice use.

5.9.4 Customer is entitled to a maximum of 2 Free Speech calls a day, up to 5 minutes per call when the call is to a policy maker designated by the Company. Free Speech minutes not used on one day cannot be carried over to any other day.

5.9.5 Rates and Charges

(A)	Direct-Dial MTS Service:	
	Rate Per Minute or Fraction Thereof	\$0.05
(B)	Calling Card Service:	
	Rate Per Minute or Fraction Thereof:	\$0.30
	Calling Card Surcharge Excluding Directory Assistance:	\$1.50
	Calling Card Surcharge for Directory Assistance Calls	\$0.75
	Payphone Surcharge	\$0.55
(C)	Directory Assistance Service, Charge per call	\$0.60

