

APPLICATION OF AUTHORITY
To provide Interexchange Telecommunications Service
Within the State of KANSAS

COMTECH21, LLC
One Barnes Park South
Wallingford, CT 06492

Original January 30, 2012

ComTech21's new IXC Kansas Tariff No. 2 replaces Kansas Tariff No. 1 in its entirety.

Issued: January 30, 2012

Issued by Laura Matosian
COMTECH21, LLC
One Barnes Park South
Wallingford, CT. 06492

Effective: February 2, 2012

TITLE SHEET

KANSAS TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations and rates applicable to the furnishing of service and facilities for telecommunications services provided by COMTECH21, LLC, with principal offices at One Barnes Park South, Wallingford, CT, 06492. This tariff applies for services furnished within the State of Kansas. This tariff is on file with the Kansas Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: January 30, 2012

Issued by Laura Matosian
COMTECH21, LLC
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Wallingford, CT. 06492

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CHECK SHEET

Sheets 1 through 32 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and Original sheets 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.

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SYMBOLS

The following list of symbols is to be used by all utilities:

- C- To signify changes condition or regulation
- D- To signify discontinued rate, regulation or condition
- I- To signify an increase
- M- To signify that material has been transferred from another sheet or place in the tariff
- N- To signify new rate, regulation, condition or sheet
- O - To signify no change
- R - To signify a reduction in a rate
- S - To signify reissued regulations
- T - To signify a change in text but no change in rate
- Z - To signify a correction

TARIFF FORMAT

- A. Sheet Numbering- Sheet numbers appear in the upper-right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheet 14 and 15 would be 14.1
- B. Sheet Revision Numbers- Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current sheet version on file with the KSCC. For example, the 4th Original Sheet 14 cancels the 3rd Original Sheet 14. Because of various suspension periods, deferrals, etc. the KSCC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence- There are nine levels of paragraph coding. Each level of coding is subordinate to its next higher level.
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A (a)
 - 2.1.1.A.1(a).1
 - 2.1.1.A.(a).1(I)
 - 2.1.1.A.1.(a).1 (I)(I)
- D. Check Sheets- When a tariff filing is made with the KSCC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheet contained in the tariff, with a cross-reference to the current revision number. When new pages are added the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just Original revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the KSCC.

SECTION 1- TECHNICAL TERMS AND ABBREVIATIONS

Abandonment of Service- Premises vacated without advising the telecommunications provider.

Access Line- An arrangement which connects the Customer's location to a primary carrier's network switching center.

Account Code- An unforced and unverified numerical code which the Customer's User may utilize as an option at additional Company charge to identify the Customer's client for billing purposes and/or to cost allocate calling charges.

Bundled Service- Basic dial tone and other features such as Caller ID, long distance service, internet service, etc. that are offered by the provider at one price. Bundles may also be referred to as a package of services.

Carrier- COMTECH 21, LLC

Company-COMTECH21, LLC

Customer-Any person, firm, partnership, corporation, or other entity who uses the service of a telecommunications provider.

Customer(s) of Record- The person(s), firm, partnership, corporation, or other entity who uses the services of a telecommunications provider.

Day-From 8:00 a.m. up to, but not including 5:00 p.m. local time, Monday through Friday.

Deniable Charge- A charge that, if not paid, may result in the termination (denial) of the Customer's local exchange service (dial tone). Local service charges are deniable charges.

Equal Access- The offering of the Customer's local telephone company which enables connection of the Subscriber's switched central office lines to the Primary Carrier network utilized by ComTech21, LLC.

Evening-From 5:00 p.m. up to, but not including 11:00 p.m. local time, Sunday through Friday.

High Long Distance Pre Billing-The practice of billing a Subscriber for long distance charges before the normal billing period ends because of significantly higher than normal or estimated long distance charges.

Holidays-COMTECH21, LLC recognized holidays are New Year's Day (January 1st), Presidents' day (Feb), Easter Sunday, Memorial Day (the last Monday in May), Independence Day (July 4th), Labor Day (the first Monday in Sept), Thanksgiving Day (the fourth Thursday in November), and Christmas (December 25th). The holiday rate applicable is the night/weekend rate, applies for the entire day, and supersedes other rates.

SECTION 1- TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

Itemized Service-Name of service is listed along with the rate for such service

KSCC- Kansas Corporation Commission

LEC- Local exchange carrier; the fundamental (regulated) local (central office) telephone service provider to the Customer.

Listed Service-Name of service is placed on the bill excluding the rate at such service.

Local Service Charges-A local service provider's charge for service which allows a Customer to complete calls within the local service area (dial tone), plus any local service provider charges for calling, line or directory service features (such as Caller ID, extra directory listing, touch tone service, etc.). Local service charges include packages or bundles of service, offered at one price, which includes local and other services (e.g., long distance, internet services, wireless services, etc.) Local services do not include long distance, directory advertising, inside wire maintenance, etc., when purchased by the Subscriber on an a la carte basis.

Negative Selection-Adding service to account without Customer consent with the requirement that the Customer must initiate request for removal of such service.

Night/Weekend- From 11:00 p.m. up to, but not including 8:00 a.m. Sunday through Friday, and 8:00 a.m. Saturday up to, but not including 5:00 p.m. Sunday.

Non-deniable Charge- A charge that will not result in the termination of the Subscriber's local exchange service (dial tone) for non-payment, even though the particular service for which the charge has been levied, e.g. paging, television, internet service, etc., could be terminated.

Primary Carrier- The FCC-authorized and Kansas PSC-approved carrier over whose facilities COMTECH21, LLC by completing an application for the Company's services and by being accepted as a Customer of the Company.

Qualified Third Party- A current Subscriber of the same telecommunications provider with no suspensions or returned check charges within the last twelve (12) months.

Service Disconnection- The service provided by the telecommunications provider is terminated, the telephone number (s) will be available for other use, and a final bill is rendered.

Service Suspension- Service provided by the telecommunications provider is temporarily interrupted from placing or receiving calls.

Subscriber- Synonymous with the term "Customer of Record".

Telecommunications Service-The provision of a service for the transmission of telephone messages, or two-way video or data messages.

SECTION 1- TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

Telecommunications Public Utility- Any public utility, as defined in K.S.A 66-104, and amendments thereto, which owns, controls, operates or manages any equipment, plant or generating machinery, or any part thereof, for the transmission of telephone messages, as defined in K.S.S. 66-104, and amendments thereto, or the provision of .telecommunications service in or throughout any part of Kansas. Referred to herein as“provider”, “telecommunications provider”, “local service provider”, or “long distance provider”.

User- The calling party utilizing the services of Carrier.

Waiver- Authorization by the Commission that a certain billing standard is not required to be followed by the Telecommunications provider.

WATS- Wide Area Transmission Service; the generic term of discounted long distance business services.

SECTION 2- RULES AND REGULATIONS**2.1 Application of Tariff**

2.1.1 This tariff contains the regulations and rates applicable to inter-LATA intrastate Equal Access interexchange services provided by Carrier for telecommunications between points within the State of Kansas. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.

- A. Carrier may, from time to time, offer various enhanced services and information services within the State of Kansas. Unless required by the KSCC, such services will not be provided pursuant to contract and will not be governed by this tariff.
- B. Carrier will not offer operator assistance services at this time. The Customer may procure those and other services (e.g. credit cards, incoming call programs, etc) from the LEC and/or from other carriers or providers.

2.1.2 The rates and regulations contained in this tariff apply only to the interexchange services furnished by Carrier 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 Carrier. All said lines, facilities, and services are separate and are exclusively the responsibility of the provider and the Customer.

2.2 Use of Services

2.2.1 Carrier's service may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.

2.2.2 The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use of others is prohibited.

2.2.3 The Customer's or other user's of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means of devices, schemes, false or invalid numbers, or false calling or credit cards or other access method is prohibited.

2.2.4 Carrier's services are available for us twenty-four hours per day, seven days per week.

2.2.5 Carrier's service may be denied for nonpayment of charges or for other violations of this tariff.

SECTION 2- RULES AND REGULATIONS (CONT'D)**2.3 Responsibility of the Carrier**

- 2.3.1 The Carrier is responsible for processing the prospective Subscriber's application for service and, if the Carrier accepts that application, for working within its manageable limits to engage the Subscriber as a provisioned Customer of the Company.
- 2.3.2 The Carrier is responsible for the processing of call information supplied by the Primary Carrier and for the rendering of monthly invoices to the Customer and for payment of usage of the Primary Carrier's facilities.
- 2.3.3 The Carrier is responsible for providing responses to applicable questions posed by Customer (Customer Service).
- 2.3.4 The Carrier is responsible to adhere to sound business practices and to the rules and regulations of this tariff, of the Kansas Corporation Commission, and of the Federal Communications Commissions.

2.4 Responsibilities of the Subscriber

- 2.4.1 The Subscriber is responsible for placing any necessary orders with the Company as it may order them from the LEC, for complying with tariff regulations, and for assuring that users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided to end-users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are collect, third party, calling card calls, or any other charges billed to the Customer's account by any other entity (charges are passed through by the Carrier).
- 2.4.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by Carrier on the Subscriber's behalf
- 2.4.3 The Subscriber shall assume complete responsibility for the ordering and maintenance of LEC Equal Access central office lines and connections and shall hold Carrier harmless from any claims regarding same.
- 2.4.4 The Subscriber is responsible for payment of the charges set forth in this tariff and for payment on receipt of all usage charges billed by the Company as such usage has been identified by the: LEC and/or the Primary Carrier, even if that usage as reported by the Company is disputed by the Customer for any purpose of reason whatsoever. See also Section 2.6.1.2.c, disputes.

SECTION 2- RULES AND REGULATIONS (CONT'D)**2.4 Responsibilities of the Subscriber (cont'd)**

- 2.4.5 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.4.6 The Subscriber is responsible for, and is required to enforce responsibility by its Users, for proper use, lawful use, and adherence to the acceptable use standards as may be in effort and/or henceforth promulgated by any prevailing regulatory or governmental entity.
- 2.4.7 In the event of a breakdown, interruption, or delay of the Carrier's services, the Customer is responsible for the inception of the appropriate alternative call dialing activities necessary to obtain service from another carrier (s), typically by User input of a "10XXX" interexchange carrier bypass code.

2.5 Liability of Carrier

- 2.5.1 Carrier shall not be liable for any Customer loss or damage sustained by reason of any reason of any failure in or breakdown of facilities associated with the Primary Carrier or LEC or for any interruption and whether negligent of otherwise and however long it shall last unless the complete causes of said failure, breakdown, interruption or delay are exclusively attributable to the gross negligence of the Carrier. In no event shall Carrier's liability for any service exceed the incurred and paid usage charges applicable under this tariff to such service, and therein only to said service up to the moment when said failure, breakdown, interruption, or delay was first reported to COMTECH21, LLC until traffic can be routed over another carrier.
- 2.5.2 Carrier shall be indemnified and saved harmless by any Subscriber, User or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its services and against all other claims arising out any act or omission of a Subscriber or of any other entity in connection with the service provided by Carrier.
- 2.5.3 Carrier is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the service of Carrier.
- 2.5.4 Carrier shall not be liable for any consequential or incidental damages or lost profits or opportunity revenues or for any personal injury, or death of any persons, and for any loss of damage sustained by reason of acts, mistakes, omissions, errors, or defects in providing its services, whatever shall be the cause and whether negligent or otherwise.

SECTION 2- RULES AND REGULATIONS (CONT'D)**2.5 Liability of Carrier (cont'd)**

- 2.5.5 Carrier shall not be liable for and shall be indemnified and held harmless by any Subscriber, user or other entity from any and all loss, claims demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any Subscriber, user or any other entity for any personal injury to, or death of any person or persons, and for any loss damage, defacement or destruction of the premises of any Subscriber, user or any other entity or any other property whether owned or controlled by the Subscriber, user or others, caused or claimed to have been caused directly or indirectly, by any act or omission of the Subscriber, user or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by Carrier which is not the direct result of Carrier's exclusive negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of Carrier.
- 2.5.6 Carrier shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods, electrical or mechanical outages, or other catastrophes, national emergencies, insurrection, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.5.7 Carrier is a separate corporation from the Primary Carrier and other companies which may be involved in the provision of services to a Customer. Carrier is responsible and liable only to the terms set forth above and only for the acts of its own employees

2.6 Suspension/Disconnection of Service**2.6.1 Suspension/Disconnection Standards.**

1. The telecommunications provider may suspend/disconnect, initiate toll blocking or refuse service for any of the following reasons:
 - a. The Subscriber requests it;
 - b. The service has been abandoned by the Subscriber;
 - c. The Subscriber violates any rule of the provider, and such violation adversely affects the safety of the Subscriber or other persons, or the integrity of the telecommunications system;
 - d. A dangerous condition exists on the Subscriber's premises;
 - e. The Subscriber obtains or attempts to obtain any telecommunications service through any fraudulent means with the intent to avoid payment, in whole or in part, of the normal charge for such service;
 - f. The provider can reasonably show that the Subscriber misrepresented his or her identity for the purpose of obtaining telecommunications service;

SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.6 Suspension/Disconnection of Service (cont'd)****2.6.1 Suspension/Disconnection Standards (cont'd)**

1. The telecommunications provider may suspend/disconnect, initiate toll blocking or refuse service for any of the following reasons: (cont'd)
 - g. The Subscriber refuses to grant provider's personnel access, during normal working hours, to telecommunications equipment installed upon the premises of the Subscriber for the purpose of inspection, maintenance or replacement;
 - h. Non-payment of Subscriber's bill except as outlined in Section 2.6.1, 1-A;
 - i. The Subscriber fails to provide requested credit information prior to establishment, or within the first thirty (30) days of service; or if the Subscriber fails to provide a security deposit or written guarantee, as set forth in Section 2.9; or,
 - j. Acts of the Subscriber or other Customers at the service address are such as to indicate an act or intention to deceive, mislead, misrepresent, or defraud the provider, regardless of the class of service involved.
2. A telecommunications provider may not suspend or disconnect service for any of the following reasons:
 - a. The failure of the Subscriber to pay for concurrent residential service received at a separate residence or concurrent business location service received at a separate business; however, the telecommunications provider may transfer an unpaid residential balance(s) to the Subscriber's remaining residential account(s) or an unpaid business balance(s) to the Subscriber's remaining business account(s).
 - b. The failure of the Subscriber to pay for a different class of service (business or residential) received at the same location, unless the usage of the remaining service substantially increases; however, the telecommunications provider may transfer the unpaid balance(s) to the Subscriber's remaining account(s) at the same location.
 - c. The failure of a Subscriber to pay a bill that is in dispute; provided that the Subscriber has paid the undisputed portion of the bill.

SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.6 Suspension/Disconnection of Service (cont'd)****2.6.1 Suspension/Disconnection Standards (cont'd)**

2. A telecommunications provider may not suspend or disconnect service for any of the following reasons: (cont'd)

d. The failure of a Subscriber to pay an unpaid balance that is no longer collectible under state or federal law, except that:

(i) If the relevant statute of limitations has run out, a telecommunications provider may suspend, disconnect or deny new service to any applicant due to an outstanding arrearage with that particular telecommunications provider for prior service if the telecommunications provider has pursued recovery of the debt through the court system.

(ii) If the relevant statute of limitations has run, a telecommunications provider may, for a period on years after the expiration of the statute of limitations, suspend, disconnect or deny new service to any applicant due to an outstanding arrearage with that particular telecommunications provider for prior service if the telecommunications provider has made reasonable, verifiable, documented collection efforts during the running of the statute of limitations.

e. The failure of a Subscriber to pay for non-deniable charges.

f. A Subscriber files for bankruptcy, except as permitted under the United States Bankruptcy Code, 11 V.S.C.A. §366.

2.6.2. Restrictions to Suspending/Disconnecting Service. Except for suspension/disconnection pursuant to Section 2.6.1 a-g,,i and j, a local service provider shall not suspend/disconnect local service unless:

1. At the time of the proposed suspension/disconnection, the providers office or personnel identified in the notices given pursuant to Section 2.6.1, .D. remain available to the Subscriber for one hour after the suspension/disconnection and on the day following suspension/disconnection so that the Subscriber may prevent suspension/disconnection or obtain reconnection, and

2. The procedures required by Section 2.6.1. are followed.

SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.6 Suspension/Disconnection of Service (cont'd)****2.6.3 Suspension/Disconnection in Special Circumstances**

1. Service may not be suspended/disconnected if a residential Subscriber notifies the local service provider and establishes that:
 - a. Suspension/disconnection would be especially dangerous to the safety or health of the Subscriber, resident member of the Subscriber's family or other permanent resident of the premises where service is rendered, and
 - b. Such Subscriber is unable to pay for such service in accordance with the requirements of the provider's billing or is able to pay for such service only in installments. The provider shall either allow payment in reasonable installments or postpone suspension/disconnection of service for at least twenty-one (21) days so that the Subscriber may make arrangements for reasonable installment payments.
2. In determining whether suspension/disconnection would be especially dangerous to health, consideration shall be given to the Subscriber's (or other resident's) medical condition, age or disability. The provider may require the Subscriber to provide medical provider's written certification of medical condition.
3. The provider may restrict access to the long distance network during the period of postponement or installment payments under the conditions set out in Section 2.8.E.

2.6.4 Notice of Suspension/Disconnection of Service:

1. **Time Requirement.** The telecommunications provider shall give the Subscriber seven (7) calendar days written notice from the date the suspension/disconnection notice is deposited in the U.S. mail before suspending/disconnecting service. Suspension/disconnection may be immediate if it is at Subscriber request or abandonment, involves a dangerous condition, adversely affects the safety of the Subscribers or other persons, or involves unauthorized interference with or fraudulent use of services.
2. **Delivery of Notice.** Service suspension/disconnection notices shall be mailed separately from bills, information or advertising, and shall be sent to the Customer of record. Service of notice by mail is complete after being deposited by the carrier in the U.S. mail. The telecommunications provider shall maintain an accurate record of the date of mailing and the suspension/disconnection effective dates.

SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.6 Suspension/Disconnection of Service (cont'd)****2.6.4. Notice of Suspension/Disconnection of Service (cont'd)**

3. Notice Information Requirements. The suspension/disconnection notice shall contain the following information:
 - a. The name, billing address and account number(s) of the Subscriber being suspended.
 - b. A clear and concise statement of the reason for the proposed suspension/disconnection of service and terms under which suspension/disconnection may be avoided.
 - c. The date and time by which payment is required to avoid suspension/disconnection.
 - d. A clear and concise explanation of the charges and conditions for reconnection of service.
 - e. A statement that suspension/disconnection may be postponed or avoided if the Subscriber makes payment arrangements with the provider for moneys not in dispute.
 - f. A clear concise statement to apprise the Subscriber of the availability of an administrative procedure that may be utilized in the event of a bona fide dispute or under other circumstances, such as provided in Section 2.6., G.. The address, telephone number and name of provider's office or personnel empowered to review disputed bills, rectify errors and prevent suspension/disconnection, shall be clearly set forth. The notice shall state that the Subscriber may talk with an employee of the provider and may present his or her reasons for disputing a bill, requesting payment arrangements or requesting a postponement of suspension/disconnection. The notice shall also contain the telephone number of the Commission's Consumer Protection Office.

2.6.5. Restoration of Service.

1. Upon the Subscriber's request, a telecommunications provider shall promptly restore service when:
 - a. the cause of suspension of service has been eliminated;
 - b. satisfactory payment arrangements have been made.
2. At all times, every reasonable effort shall be made to restore service on the same day the cause of the suspension has been remedied, and in any event, restoration shall be ordered no later than the next business day after the day the Subscriber requests restoration of service.

SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.6.6 Disputes.**

1. Notice/ time Frame. A Subscriber must advise the telecommunications provider, within 90 days of the billing date and prior to the date of the proposed suspension/disconnection of service that all or any part of any bill is in dispute. A Subscriber may advise a provider that a bill is in dispute in any reasonable manner such as by written notice, in person or by a telephone call directed to the appropriate provider's personnel.

2. Provider Responsibilities. Upon receiving notice of the dispute, the company shall:

- a. Immediately record the date, time and place the complaint is made.
- b. Postpone suspension/disconnection until a full investigation is completed and the dispute is found to be invalid.
- c. Investigate the dispute promptly and completely.
- d. Attempt to resolve the dispute informally in a manner mutually satisfactory to both parties.

3 .Non-resolved Dispute. In the event a dispute is not resolved to the satisfaction of the Subscriber after full investigation, and the telecommunications provider intends to proceed with suspension/disconnection the provider shall advise the Subscriber of formal and informal procedures available before the Corporation Commission of the State of Kansas. The provider may then suspend/disconnect service once proper notice of suspension/disconnection has been provided to the Subscriber.

4. Directory Notice. White Page Directory listings shall contain a conspicuous notice stating that Subscribers who are unable to obtain a satisfactory resolution of a dispute with a telecommunications provider may contact the Corporation Commission of the State of Kansas at 1-800-662-0027 for information as to possible further remedies.

SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.7 Billing Standards****2.7.1 Billing Schedule and Contents:**

1. **Billing Frequency.** The standard billing period is monthly from the billing date up to and including the day before next billing date. Long distance providers may deviate from this standard upon notice to Subscribers, but must provide a monthly bill if a Customer requests. The carrier cannot charge an increased rate or an additional fee to a Customer who requests monthly billing since, under this provision, the carrier is obligated to provide monthly billing if requested.

2. **Advance Billing.** Monthly and non-recurring charges may be billed in advance.

3. **Content of Bill.** Each bill issued to a Subscriber by a telecommunications provider shall indicate:

- a. **Billing Period and Due Date.**
- b. **Itemized Services, Service Changes and Charges.** Upon an initiation or change of service each service and its corresponding recurring and non-recurring charge to which the Customer of record subscribes shall be accompanied by a brief, clear, plain language description. Packaged or bundled service shall be itemized on the bill by package or bundle name. A detailed listing of each service provided in the package or bundle shall be provided to the Subscriber either on the bill in the next billing cycle or by separate mailing. All service changes must be included in the Subscriber's bill for the next billing cycle. Service changes may be accomplished through electronic means to the Subscriber if the Subscriber has authorized this form of communication. Additionally, each long distance call shall be itemized and include the date, destination city and telephone number called. Details of calls included in block of time and unlimited calling plans are excluded from this itemization requirement; however, itemized call detail associated with block of time plans must be available to the Subscriber upon request at no additional charge.
- c. **Government Taxes, Fees and Surcharges.** Any federal, state, local government and or regulatory taxes, fees and/or surcharges, shall be itemized on a Subscriber's bill and shall be clearly identified. Current examples of such federal charges include: Subscriber Line Charge, Federal Universal Service Fund, Local Number Portability, and Federal Tax. Current examples of such state and local governmental charges include; city and county taxes, city franchise fee, Kansas Universal Service Fund and 911 taxes and fees.

SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.7 Billing Standards (cont'd)****2.7.1 Billing Schedule and Contents: (cont'd)**

The Subscriber Line Charge cannot exceed the rate permitted by law. Only those taxes, fees and surcharges authorized by federal, state and/or local governments may be itemized in this section of the bill. Any other fees and surcharges must be clearly distinguished in another section of the bill.

- d. Total Current Charges. The total amount (the sum of b. and c. above, along with any additional provider surcharges) due for service in the current billing period.
- e. Unpaid Balance Due Charges. Amount from previous billing that remains unpaid at the time the new bill is prepared.
- f. Adjustments and Credits. The amount of any adjustments or credits.
- g. Total Due. The total amount due.
- h. Contact Information. An address and toll-free telephone number to which a Subscriber or Customer may inquire regarding services must be clearly placed on the bill. In addition, if the provider supplies billing for a third party long distance provider, the name of the local long distance service provider and the primary interexchange carrier must be placed on the bill.
- i. None of Late Payment Charge. If a provider assesses late payment charges, each bill must include the amount of the late payment charge. (See Section 2.8.D. for late payment charge rules.)
- j. Returned Check Charge. The returned check charge shall not be greater than allowed by K.S.A. 60-2610, and amendments thereto.
- k. Deniable and Non-Deniable Charges. Charges that are non-deniable shall be designated clearly and separately from the charges for local telephone services. See Section 2.7.1.A.3.b. regarding the itemization of services. Providers must clearly and conspicuously identify that non-payment of non-deniable charges will not result in the disconnection of basic local service. The charge for a bundle or package of services that contains basic local service shall be considered a deniable charge. Special charges for services such as the sale of merchandise, inside wire maintenance plans, directory advertising, etc. can also be included on the Customer's bill, however, failure to pay these non-deniable special service charges shall not be justifiable cause to suspend /disconnect local service.

SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.7 Billing Standards (cont'd)**

- 2.7.2 **Alternative Billing Format.** If approved by the Subscriber, a telecommunications provider may provide a bill through alternate means (e.g., electronic billing) and/or in an alternative format. A provider may offer discounts to those Subscribers that choose to use an alternate means of billing, but may not assess an additional charge to those Customers that elect paper billing. Upon request, a paper copy of the Subscriber's bill must be provided, unless an electronic version is available to the Customer.
- 2.7.3 **Third-Party and Collect Call Billing.** Third-party and collect calls must be billed to the third party or the Subscriber accepting the collect call. Once a telecommunications provider has billed a third-party or a collect call, the originating phone number may not be charged, except in cases of fraud attributable to the Subscriber at the originating number.
- 2.7.4 **High Long Distance Pre-Billing.**
1. A telecommunications provider may utilize high long distance pre-billing only when:
 - a. Subscriber has less than one (1) year of service; or
 - b. Long distance usage is at least double the previous 3-month average levels or the Subscribers provided estimate and above the amount of deposit held.
 2. If the telecommunications provider's collection action includes blocking (suspending) Subscriber's access to the long distance network until the debt is paid or arrangements are made, the suspension/disconnection notice provisions in Section 2.6, 1-D. do not apply. The Subscriber may be billed for long distance blocking if there is a charge for the service(s). Such blocking can not interfere with the Subscriber's local service or access to emergency numbers.
- 2.7.5 **Refunds for Service Outages (Repair).** The telecommunications provider shall make an adjustment or refund, as required below, if a Subscriber's service is interrupted unless such interruption is by negligence or willful act of the Subscriber. The adjustment or refund shall be a pro rata portion of the monthly local service charges and any miscellaneous equipment charges for the period of time during which the service is interrupted. An adjustment or refund is not required for the portion of time when the provider stands ready to repair and restore service but the Subscriber does not provide access necessary to accomplish the repair or restoration. The adjustment or refund may be accomplished by a credit on the next subsequent bill for service. An adjustment or refund shall be made:

SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.7 Billing Standards (cont'd)****2.7.5 Refunds for Service Outages (Repair).(cont'd)**

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

2.7.6 Carrier Selection. Subscribers have the right to switch local or long distance providers without providing notice directly to the original provider. However, Subscribers cannot hold service providers responsible for billing errors that result directly from a Subscriber changing carriers without porting their number or otherwise notifying the previous carrier.

2.7.7 Subscriber Rate Information.

1. **Notification of Change.** Subscriber notice must be provided any time a rate or rates are increased by a telecommunications provider. Subscribers must be notified on or before the date on which an increased rate appears on the Subscriber's bill. Notice must be provided through direct mail, bill notice or bill insert and must be conspicuously placed and highlighted. Notice may be provided through electronic mail (e-mail) or text message if Customer has agreed to such method of notification. Newspaper notification is only allowed if a rate increase could affect the general public. A copy of the Subscriber notice shall be retained for at least six (6) months for possible Commission review. In the event that notice to the Subscriber is provided after the rate increase has become effective, a Subscriber shall be given 30 days, from the date the Subscriber receives a bill containing the new rate, to cancel the service and receive an adjustment for the charge.

2. **General Rate Information.** A telecommunications provider must provide its Subscribers with rate information, including the name of the service provided, at the time of subscription. The rate information provided will include the applicable flat rate fees and surcharges and information regarding the rates for taxes, fees and surcharges that vary with revenue or usage. For fees that vary with revenue, the carrier will provide reasonable estimates of the amount based on the flat fees and surcharge quote provided to the Customer. For fees based on usage, the carrier will provide an estimate based on a standard usage level and inform the Customer of the level of usage associated with the estimate. The provider must also specifically identify any provider imposed fees and surcharges and the rate of those fees and surcharges.

SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.7 Billing Standards (cont'd)**

- 2.7.8 Negative Selection. Subscribers must affirmatively request a change or addition to their service. A provider may not use negative selection. See "Negative Selection" in the "Definition Section" of this document.

2.8 Standards For Payment, Collection, And Reconnection Charges

- A. Payment Due Date. All bills for a provider's service are due and payable upon receipt. A bill shall be deemed delinquent if payment is not received by the provider or its authorized agent on or before the date stated on the Subscriber's bill. The delinquency date specified on the bill shall be no earlier than the 10th day after the day of mailing of the bill to the Subscriber. See Section 2.6.1, 2.D. for time requirements for suspension and notice.
- B. Weekend, Holiday Payment Due Date. If the last calendar day for remittance falls on a weekend, legal holiday or other day when the offices of the telecommunications public utility are not open to the general public, the final payment date shall be extended through the next business day.
- C. Partial Payment. If a Subscriber in danger of suspension/disconnection makes a partial payment for purposes of avoiding suspension of local service, the payment shall be credited first to local service charges starting with the oldest arrearage.
- D. Late Payment Charge. A Commission-approved late payment fee on the unpaid balance, not previously assessed a late fee, may be added to the Subscriber's bill. The provider may charge a disconnect notice fee in lieu of a late payment fee, however, the notice fee must be based upon the cost of providing such notice. A late payment fee does not apply to installment payments that are made on time.
- E. Payment Arrangements. Telecommunications public utilities may negotiate payment arrangements with Subscribers. Companies may impose 900 number call restriction and/or long distance restriction as part of the payment arrangement.
- F. Delayed Billing. Upon Subscriber request, companies must extend the payment period proportionately if a bill contains two (2) or more months charges; all of which have not previously been billed.

SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.9 Security Deposit And Credit Limit Standards**

- A. Credit Information. The telecommunications provider may require the Subscriber to provide proof of identity and reasonable credit information before service is made available or at such time when there is a suspicion of fraud. Only information related to the Subscriber shall be reviewed. Provision of a Social Security number shall not be mandatory for service.
- B. Deposits.
1. When a Carrier May Request a Deposit. A qualified telecommunications provider (as defined in Section 2.9. B2.) may require a deposit:
 - a. At the time a Subscriber applies for service or with five (5) days written notice within thirty (30) days after service is initiated, to guarantee payment of bills for telecommunications service; if
 - i. The telecommunications provider establishes that the Subscriber has an unsatisfactory payment or credit history, or has an insufficient prior credit history upon which a credit rating may be based; or
 - ii. The Subscriber has obtained service in an unauthorized or illegal manner or interfered with the service of a telecommunications provider within the last five (5) years; or
 - b. When more than thirty (30) days have elapsed from the date service was initiated, upon five (5) days written notice, to guarantee payment of bills for telecommunications service; if
 - i. The Subscriber fails to pay an undisputed bill before the payment date for three (3) consecutive billing periods and the provider has offered an opportunity for the Subscriber to select a preferred payment date prior to collecting a deposit; or
 - ii. The Subscriber has, in an unauthorized (illegal) manner, obtained or interfered with the service of the telecommunications provider.
 2. Who Can Collect and Criteria. Before a provider may begin collecting a deposit prior to initiation of service, a provider must demonstrate three (3) consecutive years of providing telecommunications service and positive earnings in each of the last three (3) years. A provider may post a \$25,000 surety bond with the Commission as an alternative to the service and positive earnings requirements.

SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.9 Security Deposit And Credit Limit Standards (cont'd)****B. Deposits. (cont'd)**

3. Amount or Deposit. The amount of the cash deposit or written guarantee shall not exceed the sum of two (2) months projected average bills, based on the Subscriber's previous twelve (12) months history, if available. For purposes of establishing deposits and projecting monthly bills for new Subscribers, the telecommunications provider shall consider the Subscriber's own anticipated usage, the Subscriber's past usage patterns or usage patterns of other similar Subscribers. The amount of the deposit may be adjusted if the character or usage of the Subscriber's service changes.

4. Payment of Deposit in Installments. The telecommunications provider shall permit payment for any required residential deposit in equal installments over a period of at least two (2) months. If the initial or additional deposit is over fifty dollars (\$50), a residential Subscriber shall be permitted to make payment in equal installments over a period of at least four (4) months. At the option of the Subscriber, a deposit based on long distance usage may be paid in more than four (4) installments, but the long distance provider may, at the Subscriber's expense, restrict access to the long distance network. The long distance restriction(s) shall not interfere with the Subscriber's ability to make calls to 911 or, where 911 is not available, to law enforcement, ambulance and fire protection numbers. The requirements of this rule shall not apply to providers requiring deposits from debtors as allowed under the Federal Bankruptcy Code.

5. Record of Deposits. A telecommunications provider shall maintain a record of all deposits from Subscribers, showing the name of each Subscriber, the address of the premises for which the deposit is maintained, the date and amount of deposit, the date(s) and amount(s) of interest paid and the date the deposit was refunded.

6. Receipt for Cash Deposits and Payments. When a cash security deposit or installment payment is accepted, the receipt provided by the telecommunications provider or agent shall contain the following minimum information:

- a. Name of Subscriber;
- b. Place payment/deposit paid;
- c. Date of payment/deposit;
- d. Amount of payment/deposit;
- e. Telecommunications provider's name and address;
- f. Signature and title of the telecommunications provider's employee or agent receiving the payment/deposit;

SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.9 Security Deposit And Credit Limit Standards (CONT'D)****B. Deposits. (cont'd)**

g. Current annual interest rate earned on deposit as determined by the K.S.A. 12-822 and amendments thereto. Interest payments on deposits shall be credited to the Subscriber's bill or refunded at least once a year; and,

h. Statement of the terms and conditions governing the use, retention and return of deposits, including a statement that deposits will be released upon non-delinquent payment by a Subscriber for all telecommunications service for a period of twelve (12) consecutive months, and no undisputed bill was unpaid after thirty (30) days beyond due date, shall be either credited with interest to their telephone bills or, if requested, refunded.

7. Refunding Deposits. Upon disconnection of service and after determination of a final bill, the telecommunications provider will refund or credit the deposit less any unpaid balance no later than the next billing cycle. Whether refunded or credited, the deposit shall include accrued simple interest at a rate not less than in accordance with K.S.A. 12-822 and amendments thereto.

8. Transferring Deposits. The telecommunications provider may transfer deposits from one Subscriber to another Subscriber only upon the written request of both Subscribers. Upon disconnection of the Subscriber's service at a service address, the provider may transfer the deposit to the Subscriber's new active account upon oral or written request by the Subscriber.

9. Third Party Guarantee. In lieu of a security deposit, a telecommunications provider may accept a written guarantee by a qualified third party for a Subscriber's service account. The amount of the written guarantee shall not be more than the deposit amount. If the Subscriber's service is suspended with an arrearage owed to the provider, the forfeiture, up to the amount of the written guarantee, can be transferred to the guarantor's account and the guarantor can be disconnected for nonpayment under conditions set out in Section 2.6. The provider may require the guarantor to sign an agreement allowing it to transfer the amount of the required cash deposit to the guarantor's account. The provider shall not hold the guarantor liable for sums in excess of the written guarantee. The guarantor shall be under the same terms and conditions as a Subscriber with a deposit.

10. Advance Payment. The telecommunications provider may require an advance payment in addition to a deposit. The advance payment shall be based on non-recurring connection charges for services and may include the first month recurring and Subscriber's estimated usage sensitive charges. Advance payment may be collected prior to the installation of service and is applied as a credit to the bill reflecting the base charges following installation.

SECTION 3: DESCRIPTION OF THE COMTECH21, LLC SERVICE**3.1 Service Offerings**

The Carrier provides outbound, switched, Equal-Access, inter-LATA intrastate and domestic (interstate) and international voice long distance resale telecommunications services to small-to-medium sized businesses. The applicable rates for intrastate services are set forth in Section 4 of this tariff. See Section 1 for descriptions of COMTECH21, LLC's service offering (s).

Customer Service toll free telephone number is 1-877-312-5564.

The Carrier will not offer any Alternate Operator Services at this time.

3.2 Timing of Calls

The Customer's long distance usage charge is based on the actual usage of COMTECH21, LLC'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 Primary Carrier's switch or the software utilizing audio tone detection. All call activity billed by COMTECH21, LLC in Connecticut is hardware answer-supervised and thus constitutes in each case a completed call.

3.3 Incomplete Calls

There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the Customer notifies the Company of the error.

3.4 Directory Assistance

Carrier does offer directory assistance services to its Carrier within the allowed areas of termination of its services.

3.5 Anti-Slamming

Applicant will not allow any "Slamming of Customers". COMTECH21,LLC has not been the subject of investigation for unauthorized switching of a Customer's long distance service from one Carrier to another. COMTECH21, LLC requires third party verification signatures of LOA's and automated or live third party verifications on requests to change a Customer's presubscribed long distance carrier.

SECTION 4: RATES

This section sets forth the rates and charges applicable to Carrier's Service offering (s).

The total charge for each completed call consists of two charge elements (except) as otherwise provided herein): initial charge for the first 6 seconds and an additional charge for each 6 seconds or part thereof. The per call charge is calculated as a function of the duration of the initial period (minimum 6 seconds) plus the remaining number (if any) of subsequent periods (6 seconds, or 0.1) multiplied by the appropriate rate per minute (distance and time of day), and the arithmetic product is rounded up to the next cent.

COMTECH 21, LLC invoices its clients from an answer-supervised billing tape from the Primary Carrier: See section 2.6.6 regarding procedures for contesting invoiced charges.

No COMTECH21, LLC volume discount applies to intrastate calls

4.1 Usage Charges

COMTECH21, LLC Long Distance

State: Kansas

Switched Intrastate outbound**Plan A**

First 6 Seconds	0.0918
Each Additional 6 Seconds	0.0918

Plan B

First 6 Seconds	0.1055
Each Additional 6 Seconds	0.1055

Plan C

First 6 Seconds	0.1240
Each Additional 6 Seconds	0.1240

SECTION 4: RATES (CONT'D)Switched Interstate outbound

Plan A	
First 6 Seconds	0.0690
Each Additional 6 Seconds	0.0690

Plan B	
First 6 Seconds	0.0750
Each Additional 6 Seconds	0.0750

Plan C	
First 6 Seconds	0.0790
Each Additional 6 Seconds	0.0790

Switched Intrastate inbound

Plan A	
First 6 Seconds	0.0932
Each Additional 6 Seconds	0.0932

Plan B	
First 6 Seconds	0.1072
Each Additional 6 Seconds	0.1072

Plan C	
First 6 Seconds	0.1260
Each Additional 6 Seconds	0.1260

Switched Interstate inbound

Plan A	
First 6 Seconds	0.0690
Each Additional 6 Seconds	0.0690

Plan B	
First 6 Seconds	0.0750
Each Additional 6 Seconds	0.0750

Plan C	
First 6 Seconds	0.0790
Each Additional 6 Seconds	0.0790

SECTION 4: RATES (CONT'D)Dedicated Intrastate outbound

Plan A
First 6 Seconds 0.0501
Each Additional 6 Seconds 0.0501

Plan B
First 6 Seconds 0.0576
Each Additional 6 Seconds 0.0576

Plan C
First 6 Seconds 0.0677
Each Additional 6 Seconds 0.0677

Dedicated Interstate outbound

Plan A
First 6 Seconds 0.0325
Each Additional 6 Seconds 0.0325

Plan B
First 6 Seconds 0.0373
Each Additional 6 Seconds 0.0373

Plan C
First 6 Seconds 0.0439
Each Additional 6 Seconds 0.0439

Dedicated Intrastate inbound

Plan A
First 6 Seconds 0.0536
Each Additional 6 Seconds 0.0536

Plan B
First 6 Seconds 0.0616
Each Additional 6 Seconds 0.0616

Plan C
First 6 Seconds 0.0725
Each Additional 6 Seconds 0.0725

SECTION 4: RATES (CONT'D)Dedicated Interstate inbound

Plan A	
First 6 Seconds	0.0325
Each Additional 6 Seconds	0.0325
Plan B	
First 6 Seconds	0.0373
Each Additional 6 Seconds	0.0373
Plan C	
First 6 Seconds	0.0439
Each Additional 6 Seconds	0.0439

Calls Charged are calculated per call and rounded up to the nearest whole cent.

4.2 Directory Assistance

Directory assistance calls are charged at \$1.50 per inquiry.

4.3 Account Code Option

COMTECH21, LLC will charge a fee of \$15.00 per month for the account code feature.

4.4.1 COMTECH21, LLC installation fee or deposit is applicable

4.4.2 Monthly recurring charge-\$2.95 Special Plan

4.4.3 Returned Check Charge-\$25.00

4.4.4 Re-connection (after disconnection) charge is applicable.

SECTION 5: WAIVER OF REQUIREMENTS

The requirements contained in these standards may be waived on an individual case basis by the Commission upon application by the telecommunications provider and a showing that a waiver is in the public interest. In making this determination, the Commission's considerations will include the interests of the applicant telecommunications provider, the interests of the affected consumer(s), and the interests of the public.