

**NEX-TECH, INC.
LONG DISTANCE GUIDE**

Issued: August 10, 2015

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By:

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EXPLANATION OF SYMBOLS

Changes to this guide shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (DR) - Discounted Rate
- (AT) - Addition to Text
- (RT) - Removal of Text
- (CR) - Change in Rate
- (CP) - Change in Practice
- (CT) - Change in Text
- (NR) - New Rate
- (C) - Correction
- (MT) - Moved Text
- (N) - New Text

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APPLICATION OF Guide

This guide contains the regulations, rates and charges applicable to the provision of interexchange telecommunications services by Nex-Tech, Inc. ("Company") for the use of customers transmitting messages within the State of Kansas.

This guide is available for review at the main office of Nex-Tech, Inc., 145 N Main, Lenora, KS 67645.

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STANDARDS ON BILLING PRACTICES

SECTION I: BILLING INFORMATION

A. Contents of a Bill

(1) Subscribers are billed in arrears for long distance service. The telephone bills may show:

(a) The billing period, the date of mailing and notice to remit payment within ten (10) days.

(b) Total toll charges, with information for each long distance call showing, date, time, number called, place, state, length of call, cost, and rate code. If the call is a collect, credit card or third number call the telephone number and city called from shall be shown. This billing information is excluded from the bills of customers who have selected the No Limits plan as listed in Section VII of this guide. The call information may be provided at an additional charge of \$3.00 a month.

(c) Equipment charges or rental if applicable.

(d) The amount due for taxes.

(e) The current total due.

(f) The balance from last bill.

(g) The amount of any adjustments, payments and/or credits.

(h) The amount of additional charges due for past due accounts, collection charges, or installation payments.

(i) The total amount due.

(j) Address and telephone number of the Company and address and telephone number where a subscriber may report a disputed bill, make inquiries about a bill, delinquency or termination of service or otherwise complain.

(2) Charges for special services, such as the sale of merchandise, may be included on the bill. These charges shall be kept separate from telephone charges and shall be designated clearly.

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(3) If a partial payment is made by a subscriber, the payment will first be credited to additional/past due charges, and then to special charges, for purposes of discontinuance of services.

SECTION II: PAYMENT AND SERVICE FEES

- A. Service bills are due and payable upon receipt. Payment is expected within ten (10) days after the date the bill was mailed. If the postmark date on a subscriber's payment is not legible, a three (3) day mailing period will be presumed. The subscriber is responsible for payment of all charges for services furnished to the subscriber. Charges for establishing or changing service are payable upon demand by the Company. Charges based on actual usage during a month will be billed monthly in arrears.
- B. All charges owed by the subscriber are payable at the Company's office. Nonpayment of charges for service may result in the interruption or discontinuance of that service furnished to the subscriber.
- C. If the last calendar day for remittance falls on a weekend, legal holiday, or other day when our offices are not open to the public, the final payment date shall be extended through the next business day.
- D. A late payment charge of 1.5% will be assessed upon any unpaid amount commencing thirty (30) days after mailing of bill, against an amount which it has not previously been assessed.
- E. If notice of discontinuance is given pursuant to Section IV, E, a charge for such notice may be included.
- F. Service may be discontinued, either temporarily or indefinitely, for reasons listed in Section IV, and after proper notice.
- G. If service is discontinued to a subscriber, charges for equipment shall also cease on the date of discontinuance.
- H. Service is considered to be terminated after it has been discontinued for nonpayment. Reestablishment of service may be only upon the execution of a new service agreement which is subject to the Company provisions contained in this guide.

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I. Service may be reestablished to a suspended account, prior to payment of all charges due. Such reestablishment will not be construed as a waiver of rights to suspend or discontinue service for nonpayment of any such or other charges due and unpaid for the violation of the provisions of this guide; nor shall the failure to suspend or discontinue service for nonpayment of any past due account or accounts operate as a waiver or estoppel to suspend or discontinue service for nonpayment of such account or of any other past due accounts.

J. Retroactive billing adjustments will meet the requirements of the Kansas State Corporation Commission.

K. For billing purposes, each month is presumed to have thirty (30) days.

SECTION III: SECURITY DEPOSITS

A. Advance Payments -- The Company may require a Customer or applicant for service to make an advance payment: (1) if the applicant is unable to establish that he had a previous account with a telephone utility for a period of at least 12 months for which all undisputed charges were satisfactorily paid; or (2) if the applicant has had no previous telephone service or has had previous telephone service of less than 12 months. The applicant's credit record will be accessed and evaluated by means of a mechanized retrieval system between the Company and national recognized credit bureaus. No security payment will be required of those applicants who meet the Company's criteria, as evaluated by the scoring model. The criteria used in assessing a score is as follows: collection judgments; written-off accounts; outstanding collection accounts; various degrees of delinquency history from 30-180 days and not paid in full or current at the time of scoring; bankruptcies; liens and other public records. The advance payment will not exceed an amount equal to all nonrecurring charges and two month's estimated recurring charges, as a condition of continued or new service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and two month's estimated recurring charges. The advance payment will be credited to the Customer's initial bill and, to the extent that a credit balance remains after the amount of the initial bill has been satisfied, then the credit balance will be applied to subsequent bills in the same manner until there is no balance remaining on the advance payment.

B. Deposits -- The Company reserves the right to examine the credit record of all service applicants as stated above and require a security deposit, not to exceed two month's estimated recurring charges, when determined to be necessary to assure future payment. The security deposit will be computed by the Company in accordance with Commission rules and regulations.

(1) Deposits held will accrue interest at a rate which is equal to the rate established annually by the Kansas Corporation Commission.

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(2) If Customer pays all undisputed charges for 12 consecutive billing cycles, the deposit shall be promptly refunded along with accrued interest, or credited to future charges on subsequent bills.

(3) The Company will permit payment of any required residential deposit in equal installments over a period of at least two months, and if the initial or additional deposit required is over fifty dollars (\$50), over a period of at least four months. In lieu of permitting such installment payments, the Company may continue to provide local service while restricting access to the toll network until the required deposit is paid if such restriction does not interfere with the ability to make emergency calls.

(4) The Company will maintain a record of all deposits received showing the Customer's name, address of the premises for which the deposit is maintained, date and amount of deposit, and the date and amount of interest paid. Whenever a security deposit is accepted, the Company will issue to the Customer a non-assignable receipt containing the following:

- (a) Customer's name
- (b) Place of deposit
- (c) Date of deposit
- (d) Amount of deposit
- (e) Company name and address, signature, and title of the Company employee receiving deposit.
- (f) Current annual interest rate earned on deposit as determined by the K.S.A. 1982 Supp. 12-822 and amendments thereto.
- (g) Statement of the terms and conditions governing the use, retention and return of deposits, to include a statement that deposits taken from residential Customers who make non-delinquent payments of undisputed bills for telephone service for a period of twelve (12) consecutive months, shall be either credited with interest to their telephone bills or, if requested, refunded.

(5) In lieu of a receipt, the Company may indicate on the monthly Customer billing the amount of any security deposit retained by the Company, provided that the information required by subsections (f) and (g) above is individually provided in writing to the Customer, either in the telephone directory or otherwise.

(6) In lieu of the security deposit, the Company may accept a surety bond or the written guarantee of a responsible party as surety for a Customer's service account. A responsible party need not be a telephone Customer in order to qualify as a guarantor. The Company will not hold the guarantor liable for sums in excess of the maximum amount of the required cash deposit or for attorney or collection fees. The Company may not disconnect telephone service to the guarantor for failure to pay the guaranteed Customer's delinquent account.

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SECTION IV: DISCONNECTION AND RECONNECTION

- A. Service may be discontinued or refused for any of the following reasons:
- (1) As requested by the subscriber.
 - (2) When a telephone bill becomes delinquent as provided in Section II, after proper notice as provided in Section IV, E.
 - (3) When the subscriber misrepresents his or her identity for the purpose of obtaining telephone service.
 - (4) When the subscriber violates any rule of the Company, and the violation adversely affects the safety of the subscriber or other persons, or the integrity of the telephone system.
 - (5) When the subscriber causes or permits unauthorized interference with or use of telephone service situated on or about the subscriber's premises.
 - (6) For refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- B. The following shall not constitute sufficient cause to discontinue service:
- (1) The failure of the subscriber to pay for concurrent service received at a separate residence or location. In the event of discontinuance or termination of service at a separate residence or location in accordance with these rules, Company may transfer any unpaid balance to any other service account with the subscriber's written consent, provided that in the event of the failure of the subscriber to pay a final bill at a location, the Company may transfer such unpaid balance to any successive service account opened by the subscriber for the same class of service (business or residential) and may discontinue or refuse service at such successive service location for nonpayment of such transferred amount.
 - (2) 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.
 - (3) The failure of a subscriber to pay a bill which is in dispute, provided that the subscriber pays the portion of the bill not in dispute.
- C. Except for discontinuance pursuant to Section IV, A, (1), (4), and (5), Company shall not discontinue service unless:

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(1) At the time of the proposed discontinuance, for one hour after discontinuance, and on the day following the discontinuance the office or personnel identified in the notices given pursuant to Sections E and F (2) are open or available to the subscriber for the purpose of preventing discontinuance or obtaining reconnection, and

(2) The procedures required by Section IV, G are followed.

D. Discontinuance in Special Circumstances

(1) If a residential subscriber notifies Company and establishes that:

(a) Discontinuance would be especially dangerous to the 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 Company's billing or is able to pay for such service only in installments; Company shall either allow payment in reasonable installments or postpone discontinuance of service for at least twenty-one (21) days so the subscriber can make arrangements for reasonable installment payments.

(2) In determining whether discontinuance would be especially dangerous to health, consideration will be given to subscriber's (or other resident's) medical condition, age, or disability.

E. Notice of Discontinuance of Service

(1) The subscriber shall be given seven (7) days notice before initial discontinuance of service, unless the discontinuance is upon subscriber's request or involves a dangerous condition, violation of Company's rules or unauthorized interference or use of services, Section IV, A, (1), (4), or (5), in which case service may be discontinued immediately.

(2) Notice shall be sent to the account name and address. Service of notice by mail is complete upon mailing. Accurate records shall be kept as to the mailing date and service of notice is complete upon this mailing date.

F. The notice required by Section IV, E shall contain the following information:

(1) The name, billing address, telephone number and account number of the subscriber being disconnected.

(2) A clear and concise statement of the reason for the proposed discontinuance of service.

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- (3) The date on or after which service will be discontinued unless the subscriber takes appropriate action.
 - (4) Terms under which the subscriber may avoid discontinuance.
 - (5) A clear and concise explanation of the charges and conditions for restoral or reconnection of service.
 - (6) A statement that discontinuance may be postponed or avoided if a subscriber can demonstrate that special circumstances prevent complete payment and satisfactory credit arrangements are made with Company for monies not in dispute.
 - (7) Notice to advise the subscriber of the availability of an administrative procedure which may be utilized in the event of a dispute or other circumstances, such as provided in Section IV, D. The notice will include the address, telephone number and name of the Company office or personnel empowered to review disputed bills, rectify errors, and prevent disconnection. This notice shall state that the subscriber may meet with a designated employee and may present his or her reasons for disputing a bill or the Company's reason for discontinuance, request for credit arrangements, or request a postponement of discontinuance.
- G. (1) Immediately prior to initial disconnection or suspension of service, Company shall have its employee(s) make a reasonable effort to:
- (a) Contact via telephone or in person and identify him or her self to the subscriber or responsible person and announce the purpose of the contact. Attempts at telephone or personal contact will not be required if the subscriber has been sent a notice of discontinuance in the prior twelve months.
 - (b) Identify and record the name of the person contacted.
 - (c) If a personal visit is made and payment of all monies necessary to avert disconnection, including any required collection fee, is tendered, the employee shall either accept such payment or shall contact the appropriate Company employee to allow the subscriber or responsible person to make arrangements for such payment and thereby avert disconnection.
 - (d) Statements disputing the accuracy of the delinquent bill or Company findings shall be recorded.
 - (e) Statements concerning the medical condition or any permanent resident of the premises shall also be recorded.

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(2) If contact with the subscriber is not made, service may be discontinued as specified in the disconnect notice.

H. Restoration of Service

(1) Upon the subscriber's request, an employee of the Company shall restore service promptly when

(a) The cause of disconnection of service has been eliminated.

(b) Applicable restoration charges have been paid.

(c) Satisfactory credit arrangements have been made. Refer to service fees rate schedule for restoration charge.

(2) At all times, every reasonable effort shall be made to restore service on the restoration day requested.

I. Disputes

(1) If a subscriber advises Company's office prior to the date of proposed discontinuance that all or any part of any billing as rendered is in dispute, or that the Company's reasons for discontinuance are factually invalid, Company shall:

(a) Immediately record the date, time, and place the complaint is made.

(b) Postpone discontinuance until a full investigation is completed and the dispute 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.

(2) A subscriber may advise Company that a bill is in dispute in any reasonable manner such as a written notice, in person, or by a telephone call directed to appropriate personnel of the Company.

(3) In attempting to resolve the dispute in a mutually satisfactory manner, Company may employ telephone communications, personal meetings, formal or informal hearings, on-site visits or any other technique reasonably conducive to settlement of the dispute.

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(4) In the event that dispute is not resolved to the satisfaction of the subscriber after a full investigation, the subscriber shall be advised by the Company of formal and informal proceedings available before the Corporation Commission of the State of Kansas. Service may then be discontinued if proper notice has been given.

J. If the subscriber orders service requiring special facilities dedicated to the subscriber's use and then cancels his order before service begins, or prior to completion of the minimum period, or before completion of some other period mutually agreed upon by the subscriber and Company, the subscriber will be charged for the nonrecoverable portions of expenditures or liabilities expended on behalf of the subscriber by Company and not fully reimbursed. If, based on the order, construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be charged to the subscriber. Such charges shall be based on the percentage of work completed.

K. When service has been discontinued for nonpayment of a delinquent bill as specified above, service will be restored after the service charge has been collected from the subscriber.

L. Company reserves the right to cancel service to any subscriber who uses or permits the use of obscene, profane or grossly abusive language over the Company's facilities, and who, after a seven (7) day notice fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.

M. Service is furnished subject to the condition that the service will not be used for an unlawful purpose. Service will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law and that a formal charge has been filed by competent authority against the subscriber. Before discontinuing service to such subscriber Company shall give to subscriber no less than three (3) days written notice of its intention to do so. Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law.

N. Company may refuse to furnish service to an applicant for service and may discontinue service to a subscriber if any of the facilities, appliances, or apparatus on a subscriber's premise are found to be unsafe or causing harm to Company's facilities, and may refuse to furnish service until the applicant or subscriber shall have remedied the condition.

O. Service is furnished subject to the conditions that there will be no abuse or fraudulent use of the service. Company may refuse to furnish or deny service to any person, firm, or corporation, who, over the facilities furnished by the Company, abuses or fraudulently uses the service.

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SECTION V: WAIVER OF REQUIREMENTS

A. The requirements contained herein may be waived in individual cases by the Commission upon written request if it is shown that compliance with the requirement would not serve the interest of either the Subscriber or the Company.

SECTION VI: UNDERTAKING OF THE COMPANY

A. Company does not undertake to transmit messages, but offers the use of its facilities, where available, for communication between parties subject to the terms and conditions specified in this tariff.

B. Description of Service

(1) Company is a reseller common carrier. Intrastate communication services are provided to subscribers for their direct transmission and reception of voice, data and other types of telecommunications between various locations within the State of Kansas. Service is available twenty-four (24) hours a day, seven (7) days a week.

(2) The subscriber is billed for each individual completed call placed during the month.

(3) Service is provided on a subscription basis.

(4) Authorization codes are issued to the subscriber for Company. Subscribers may use more than one (1) authorization code to simplify his accounting for long distance charges. The numerical composition of I.D. codes is set by Company to assure compatibility with Company's accounting and automation systems and to avoid duplication of authorization codes.

C. Location of Service

(1) The cities through which our service may be accessed from are any equal access city in the continental United States.

(2) Calls may be originated from any touch-tone telephone within equal access local calling areas.

D. Interconnection

(1) Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Service furnished by Company is not part of a joint undertaking with such other companies. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the subscriber's expense.

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(2) Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The subscriber is responsible for taking all necessary legal steps for interconnecting his subscriber-provided terminal equipment or communications systems with Company's facilities. Subscriber shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

E. **Limitations of Service**

(1) Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. Company reserves the right not to provide service to or from a location where necessary facilities or equipment are not available or justified.

(2) Company reserves the right to discontinue furnishings service, upon written notice, when necessitated by conditions beyond its control, or when the subscriber is using the service in violation of the provisions of this tariff, or in violation of the law.

F. **Use of Service**

(1) Service may be used for the transmission of communications by the subscriber.

(2) Service may not be used for any unlawful purpose or for any purpose for which payment or other compensation is received by the subscriber, except when the subscriber is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the subscriber, authorized user or joint user to share the cost of the service as long as the arrangement qualifies as a shared tenant service as defined by the Kansas Corporation Commission.

G. **Application for Service**

(1) Any applicant for No Limit service is required to sign an application (service agreement) requesting the Company to furnish the service in accordance with rates, charges, rules and regulations from time to time in force and effect.

(2) The name(s) of the subscriber(s) must be set forth in the service agreement.

(3) If it is discovered that the subscriber is indebted to the Company or any other company or telephone company, for previously furnished services, Company reserves the right to refuse service to such customer, until satisfactory payment arrangements are made. Company may also refuse to furnish service to any commercial applicant desiring to establish service for any predecessor or related commercial entity of the Company, who are indebted for previous service, regardless of the listing request for such service, until satisfactory arrangements have been made to clear up such indebtedness.

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(4) If it is determined subsequent to establishment of service that either condition in 3 above exists, Company may initiate disconnection procedures until satisfactory arrangements have been made to pay such indebtedness.

(5) If application for service, additions, rearrangements, relocations or modifications of service are canceled in whole or in part prior to completion of the work involved, the applicant will be required to reimburse the Company for all expense incurred in handling the request before notice of cancellation is received. This charge will not exceed all charges which would apply if the work involved in compliance with the request has not been completed.

(6) When equipment has been ordered for the specific needs of a subscriber and the installation thereof is unduly delayed by or at the request of the subscriber, appropriate charges will apply for such equipment for the period of the delay.

(7) Customer gives Company a Letter of Agency for providing PIC changes.

H. Minimum Service Period

(1) The minimum service period is one (1) month from the date services commences. Each month is considered to have thirty (30) days.

(2) A contract period of one (1) month may be required by Company for a subscriber at the same location in connection with special types of arrangements of equipment or for unusual construction necessary to meet specific demands for service.

I. Inspection, Testing and Adjustment

(1) Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this guide are being complied with in the installation, operation or maintenance of the subscriber's or the Company's equipment. Company may interrupt the service at any time, without penalty to itself, because of departure from any of these requirements.

(2) Upon reasonable notice, the facilities provided by Company shall be made available to Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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J. Liability of Company

(1) The liability of Company for any claim or loss, expense, or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in service, facility of transmission provided under this guide shall not exceed an amount equivalent to the proportionate monthly subscription fee charged to the subscriber for the period of service or the facility provided during which such interruption, delay, error, omission or defect occurs. Any adjustment shall apply only to the period the interruption, delay, error, omission or defect continues beyond twenty-four (24) hours after notice of the interruption, delay error, omission or defect is received by Company. No other liability shall in any case attach to the Company on account of interruptions, delay, error, omission or defect of service. For the purpose of computing the credit, a month is considered to have thirty (30) days.

(2) If any interruption, delay, error, omission or other defect in any service, facility, or transmission provided under this guide is caused by any person or entity other than Company, by any malfunction or any service or facility provided by any other Company, by an act of God, fire, war, civil, disturbance, or act of government, or by any other cause beyond Company's direct control, Company shall not be liable for any claim or loss, expense, or damage, including indirect, special, or consequential damage.

(3) Company shall not be liable for, and shall be fully indemnified and held harmless by subscriber against any claim, loss, expense or damage including indirect, special or consequential damage for:

(a) Defamation, invasion of privacy, infringement or copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising from the material, data, information or content revealed to, transmitted, processed, handled, used under this guide.

(b) Connecting, combining or adapting Company's facilities with subscriber's apparatus or systems.

(c) Any act of omission of the subscriber.

(d) Any personal injury or death of any person or for any loss of or damage to subscriber's premises or any other property, whether owned by the subscriber or others, caused directly or indirectly by the installation, maintenance, location condition, failure, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company. No agent or employee of any other company shall be deemed to be an agent or employee of the Company.

(e) Liability for failure to provide service, after services have commenced.

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K. Connection with Subscriber-Provided Equipment and Facilities

(1) Company's facilities and service may be used with or terminated in subscriber-provided terminal equipment or subscriber-provided communication systems, such as teleprinters, handset or data sets. Such terminal equipment shall be furnished and maintained at the expense of the subscriber, except as otherwise provided. The subscriber is responsible for all costs at his premises including subscriber personnel, wiring, electrical power, and the like, incurred in his use of Company's service

(2) When such terminal equipment is used, the equipment shall comply with the minimum protective criteria set forth below and shall not interfere with service furnished to other subscribers. Additional protective equipment, if needed, shall be employed at the subscriber's expense.

(3) When service using an Alternate Providers voice grade facilities is terminated in subscriber-provided terminal equipment, channel derivation-devices or communications systems, the subscriber shall comply with the following minimum protective criteria:

(a) When facilities furnished under this guide are used in common with an Alternate Providers System Services, it is necessary in order to prevent excessive noise and crosstalk that the power of the signal applied to the Alternate Providers lines be limited. A single valued limit for all applications cannot be specified. Therefore, the power of the signal in the bank over 300 Hertz, which may be applied by the subscriber-provided equipment at the point of termination, will be specified by Company for each application, to be consistent with the signal power allowed on the telecommunications network.

(b) To protect the telecommunications services from interference at frequencies which are about the band of service provided, Company will specify the acceptable signal power in the following bands to be applied by the subscriber-provided equipment or communications system at the point of termination to insure that the input to an Alternate Providers facilities does not exceed the following limits:

(i) The power in the band from 3,995 Hertz to 4,005 Hertz shall be at least 18 db below the power of the signal as specified in the subsection "a" above.

(ii) The power in the band from 4,005 Hertz to 10,000 Hertz shall not exceed 16 db below one milliwatt.

(iii) The power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24 db below one milliwatt.

(iv) The power in the bank from 25,000 Hertz to 40,000 Hertz shall not exceed 36 db below one milliwatt.

(v) The power in the bank above 40,000 Hertz shall not exceed 50 db below one milliwatt.

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(c) Where there is connection via subscriber-provided terminal equipment or communications system to a Message Telecommunications Service or a WATS service, to prevent the interruption or disconnection of calls, or interference with network control signaling, it is necessary that the signal applied by the subscriber-provided equipment to the interface at no time has energy solely in the 2450 to 2750 Hertz band. If signal power is in the 2550 to 2750 Hertz band, it must not exceed the power present at the same tie in the 800 to 2450 Hertz band

(d) Where such subscriber-provided equipment or communications system applies signals having components on the frequency spectrum below 300 Hertz excluding ringing signals, the currents and voltages (including all harmonics and spurious signals) at the interface shall not exceed the following limits:

(i) The maximum rms (root-means-square) value, including dc and ac components, of the current shall not exceed 0.35 ampere.

(ii) The magnitude of the peak of the conductor or ground voltage shall not exceed 70 volts.

(iii) The conductor voltage shall be such that the conductor to ground voltage limit in (ii) preceding is not exceeded. If the signal source is not grounded, the voltage limit in (ii) preceding applies to the conductor to conductor voltage.

(iv) The total weighted rms voltage within the band from 50 Hertz to 300 Hertz shall not exceed 100 volts. The total weighted rms voltage is the square root of the sum of the products times the square of the rms voltage of the individual frequency components. The weighing factors are as follows:

For Frequencies Between	Weighing Factor	
50 Hertz and 100 Hertz	2	4
	f/10*	
100 Hertz and 300 Hertz	3.3	6.6
	f/10*	

*f is the numerical value of the frequency, in Hertz, of the frequency component being weighed.

(4) The subscriber shall also comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by Company. The subscriber shall ensure that his terminal equipment is properly interfaced with the Company's facilities, that the signals emitted into the Company's facilities are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the subscriber, and that the signals do not damage the Company's equipment, injure personnel or degrade service to other subscribers.

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(5) If the subscriber fails to maintain and operate his terminal equipment properly, resulting in the occurrence or possibility of harm to Company's equipment, personnel, or the quality of service to other subscribers, Company may, upon written notice, require the use of protective equipment at the subscriber's expense. If this fails to produce satisfactory quality and safety of service, Company may, upon written notice, terminate the subscriber's service immediately.

L. **Resale of Service**

(1) The resale of any services provided by Company is not permitted except as provided elsewhere in this guide or as specifically authorized by Company.

M. **Ownership of Equipment**

(1) Equipment furnished by Company on the premises of a subscriber is the property of Company.

(2) Equipment purchased by the customer for connecting a DAL or TI circuit to the network will, after being paid for, be the property of the customer.

N. **Taxes and Fees Chargeable to Customers**

(1) **Adjustments for Municipality Payments**

(a) If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Company, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the subscribers receiving service within the territorial limits of such municipality.

(b) Such billing shall allocate the tax, fee or charge among subscribers uniformly on the basis of each subscriber's monthly charges for the types of service made subject to such tax, fee or charge.

(2) **Adjustments for County or Other Local Taxing Authority Payments**

(a) If at any future time a county or other local taxing authority acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon Company, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the subscribers receiving service within the territorial limits of such county or other taxing authority. Such billing shall allocate the tax, fee or charge among subscribers uniformly on the basis of each subscriber's monthly charges for the types of service made subject to such tax, fee or charge.

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O. Special Equipment and/or Arrangements

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

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

P. Service Offerings**(1) Toll Service**

Provides facilities to complete interLATA, intrastate or intraLATA, interexchange calls between two points. Customer makes call by dialing directly. Direct Dialing includes 1+ Area Code (where necessary) + telephone number.

(2) Toll Free Service

Toll Free Service provides for facilities for the Customer(s) to receive interLATA and intraLATA calls. The Customer will be assigned unique Toll Free number(s) that, when dialed, will be routed via the Company's network and terminate at Customer's designated local access line(s).

(3) Calling Card Service

Calling Card service provides facilities to complete interLATA and intraLATA calls between two points when the Customer is away from his/her premises. The requesting Customer is provided with a Calling Card which includes instructions for use.

SECTION VII: RATES AND CHARGES**A. Monthly**

(1) Subscribers are charged individually for each call placed through Company's system since the last monthly billing. Each call is timed from the time the call destination phone answers and LEC gives Company answer supervision and the time the call ends when either party hangs up and Company recognizes disconnect supervision.

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B. Promotional Offerings

(1) The carrier may from time to time engage in special promotional service offerings designed to attract new customers or to increase existing customers' awareness of a particular guide offering. These offerings may be limited to certain dates, times and/or locations.

C. Nonrecurring Charges

(1) There are no sign-up fees, however customer charges may apply.

(2) If a subscriber is temporarily suspended from our service due to nonpayment, service will be restored upon payment of all charges due.

(3) If a bank check received by Company is returned unpaid, a \$20.00 service charge will be assessed to the subscriber for handling costs, in addition to the bank fee.

(4) All customers will receive one copy of their monthly telephone bill in a paper or electronic format. If the customer wants a duplicate paper copy, or copies, of their bill, a charge of \$3.00 will apply per bill, per request, up to 15 pages. There will be an additional \$.05 per page for excess of 15 pages.

(5) If an on-premise visit by the Company is required for trouble or service difficulties not resultant from Company's provided equipment, a service trip charge of \$20.00 may be assessed to the subscriber for the visit by the Company and reasonable hourly charges by the technicians.

D. Application of Long Distance Rates

(1) Rates for long distance service applies only to calls dialed direct station to station.

E. Description of Service**(1) Service Offerings****(a) Outbound Switched Access Service**

(i) Outbound Switched Access Service is a volume-sensitive, postalized (flat-rate) outbound long distance service. Outbound Switched Access Service utilizes feature group D access.

(b) Switched Access 800 Service

(i) Switched Access 800 Service is a volume-sensitive, postalized (flat-rate) inbound long distance service. Switched Access 800 Service calls are terminated over Customer's local telephone lines.

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F. Basic Service Rates

(1) LEC Service Area – Agra, Alton, Athol, Collyer, Damar, Edmond, Galatia, Gaylord, Gove, Grainfield, Hill City, Jennings, Kensington, Lenora, Logan, Long Island, Morland, Natoma, Olmitz, Orleans, Palco, Prairie View, Quinter, Rexford, Selden, Victoria, WaKeeney, Woodruff, Woodston, Zurich.

(2) CLEC Service Area – Abilene, Alma, Almena, Altamont, Atwood, Baldwin, Belleville, Beloit, Bird City, Buhler, Burlingame, Burlington, Burrton, Clay Center, Clayton, Colby, Concordia, Dodge City, Ellsworth, Emporia, Eskridge, Fredonia, Garden City, Garnett, Goodland, Great Bend*, Haven, Hays*, Herington, Herndon, Hiawatha, Highland, Hillsboro, Hoisington, Holton, Horton, Hoxie, Hutchinson, Junction City, Kincaid, Kinsley, LaCrosse, Larned, Liberal, Lincoln, Lindsborg, Lyndon, Lyons, Manhattan, Mankato, McDonald, McPherson, Melvern, Minneapolis, Moran, Morrill, Mound Valley, Newton, Norcat, Norton, Oakley, Oberlin, Osawatomie, Oskaloosa, Oswego, Pawnee Rock, Phillipsburg, Plainville, Pomona, Powhattan, Pratt, Quenemo, Salina*, Scandia, Scott City, Smith Center, Solomon, St. Francis, Stockton, Sublette, Troy, Valley Falls, Wathena, Washington, Waverly, Westphalia, White Cloud.

	Residential	Business	*Business
LEC Outbound Switched Access	\$.089/min	\$.089/min	
CLEC Outbound Switched Access	\$.089/min	\$.069/min	\$.059/min
LEC Switched 800 Service	\$.089/min	\$.089/min	
CLEC Switched 800 Service	\$.089/min	\$.069/min	\$.059/min
LEC/CLEC Calling Card	\$.20/min		
LEC/CLEC Late Charge	1.5%		

G. Service Fees Rate Schedule

Restoration/Reconnection	\$20.00-charge per account code
Duplicate Copies of Bills	\$3.00 per bill plus \$.05-per page after 15 pages
Return Unpaid Check	\$20.00-service charge

H. Directory Assistance Service

(1) Directory Assistance: Directory assistance call is \$1.99 per occurrence.

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I. Residential No Limits Long Distance (where available)

(1) The Company will offer the Residential No Limits Long Distance Plan to qualifying residential customers. Calls must be placed 1+ to qualify. Residential No Limits Plan is not available in conjunction with the following: business lines, stand-alone long distance, remote call forwarding, toll free, calling card, international calls, calls to 900 numbers, auto dialers, long distance Internet access and/or long distance Intranet access.

(2) Residential No Limits calling plan includes Local Telephone Service with touchtone, Unlimited Long Distance Calls, Unlimited Local Calls, Caller ID Name and Number, Call Waiting, Call Waiting ID, Three-Way calling, Security Plus. If the Central Office is not equipped to provide Call Waiting ID, Call Forwarding will be substituted. The customer must maintain the service for at least 12 months or be subject to and Early Termination Fee (ETF) of \$120. The plan includes only direct dialed calls placed within the Continental U.S. and specifically excludes all international calls, calling card calls, collect calls, directory assistance calls, and 800/900 number calls. This plan is not for commercial or data services use. To use this plan and Internet service, subscriber must be on Nex-Tech's Internet plan and not exceed 75 hours of dial up usage on the Internet without being assessed a \$5.00 monthly fee.

(a) Residential No Limits Long Distance with Local Service Rate (see Section VII, F for service area listings).

LEC Monthly Service Rate	\$50.00/month
CLEC Monthly Service Rate	\$40.00/month
Hoisington	\$48.50/month

J. Business No Limits Long Distance (where available)

(1) The Company will offer the Business No Limits Long Distance Plan to qualifying business customers. Calls must be placed 1+ to qualify. No Limits Plan is not available in conjunction with the following: stand-alone long distance, remote call forwarding, toll free, calling card, international calls, calls to 900 numbers, auto dialers, business customers with more than 10 lines, long distance Internet access and/or long distance Intranet access.

(2) Business No Limits calling plan includes Local Telephone Service with Unlimited Long Distance Calls, Unlimited Local Calls, Caller ID Name and Number, Call Waiting, Call Forwarding and Hunting. All lines must be on No Limits Plan, Maximum of 10 lines per customer. The plan includes only direct dialed calls placed within the Continental U.S. and specifically excludes all international calls, calling card calls, collect calls, directory assistance calls, and 800/900 number calls. This plan is not for commercial or data services use. To use this plan with Internet service, subscriber must be on Nex-Tech's Internet plan and not exceed 75 hours of dials up usage on the Internet without being assessed a \$5.00 monthly fee.

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(a) Business No Limits Long Distance with Local Service Rate (see Section VII, F for service area listings).

LEC Monthly Service Rate	\$50.00/month
CLEC Monthly Service Rate	\$50.00/month

K. Unlimited Business Long Distance (where available)

(1) This is a CLEC business only offering. The plan includes only direct dialed calls placed within the Continental U.S. and specifically excludes all international calls, calling card calls, collect calls, directory assistance calls, and 800/900 number calls.

(a) Unlimited Business Long Distance Rate (see Section VII, F for service area listings).

Unlimited Business Long Distance	\$10.00/month
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L. Frequent Caller Long Distance - LEC

(1) The Company will offer the Frequent Caller Long Distance Plan to qualifying residential customers. Calls must be placed 1+ to qualify. Frequent Caller Plan is not available in conjunction with the following: business lines, stand-alone long distance, remote call forwarding, toll free, calling card, international calls, calls to 900 numbers, auto dialers, long distance Internet access and/or long distance Intranet access.

(a) Frequent Caller Long Distance Schedule

Intralata Long Distance	\$0.079 per minute
Interlata Long Distance	\$0.049 per minute
Monthly Service Rate	\$5.95

M. Frequent Caller 200 Long Distance – CLEC (where available)

(1) The Company will offer the Frequent Caller 200 Long Distance Plan to qualifying residential customers. Calls must be placed 1+ to qualify. Frequent Caller 200 Plan is not available in conjunction with the following: business lines, stand-alone long distance, remote call forwarding, toll free, calling card, international calls, calls to 900 numbers, auto dialers, long distance Internet access and/or long distance Intranet access. The Frequent Caller 200 plan includes local phone service, Caller ID Name & Number, Security Plus, 200 minutes of Long Distance Calling. Additional minutes over 200 will be charged \$0.089 per minute

(a) Frequent Caller 200 Long Distance Schedule

Intralata Long Distance	\$0.089 per minute
Interlata Long Distance	\$0.089 per minute
Monthly Service Rate	\$32.05

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N. Business Block Plans (where available)

(1) The Company will offer blocks of minute plans to business customers for domestic outbound direct dialed and inbound toll free long distance calling. Customers will pay a monthly recurring charge, which provides subscriber up to the number of minutes purchased. The customer may choose to commit to a higher monthly rate in exchange for additional minutes and lower per minute usage rate. After the customers initial block of minutes has been exhausted, customers will be billed a discounted rate for additional minutes.

(a) Block of Minutes and Rates – LEC (See Section VII, F for service area listings)

Plan	Number of Minutes	Rate	Rate After Block
500 Block	500 Minutes	\$35.00	\$0.075
1500 Block	1500 Minutes	\$105.00	\$0.075
2500 Block	2500 Minutes	\$175.00	\$0.075
5000 Block	5000 Minutes	\$325.00	\$0.070
7500 Block	7500 Minutes	\$490.00	\$0.070
10000 Block	10000 Minutes	\$650.00	\$0.070

(b) Block of Minutes and Rates – CLEC areas where available (See Section VII, F for service area listings)

Plan	Number of Minutes	Rate	Rate After Block
500 Block	500 Minutes	\$30.00	\$0.065
1500 Block	1500 Minutes	\$90.00	\$0.065
2500 Block	2500 Minutes	\$150.00	\$0.065
5000 Block	5000 Minutes	\$300.00	\$0.065
7500 Block	7500 Minutes	\$450.00	\$0.060
10000 Block	10000 Minutes	\$500.00	\$0.055

O. Across the Border

(1) The Company will offer a reduced rate to residential and business customers for international outbound direct dialed calls to Canada and Mexico. Customers will pay a monthly recurring charge of \$2.00, which provides subscriber a set rate of \$.10 per minute to both countries.

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