



Control Number: 27385



Item Number: 6587

Addendum StartPage: 0

RECEIVED
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Public Utility Commission of Texas
Central Records Division
1701 N. Congress Avenue
P.O. Box 13326
Austin, TX 78711-3326

Re: BetterWorld Telecom, LLC
Track # **CL080008**, Certificate # **60797**, Control # **27385**
Date: November 11th, 2009

Dear Public Service Commissioner,

Enclosed please find for filing an original and four (4) copies each of the BetterWorld Telecom, LLC initial **Local** and **IXC** telecommunications tariffs.

Pursuant to the Commission rules, an electronic copy of the filing has been submitted, per the enclosed copy of the filing tracking sheet.

If you have any questions or if I may provide additional information, please do not hesitate to contact me.

Respectfully submitted,



✓ Joe Londeree
Regulatory Analyst
BetterWorld Telecom, LLC

Enclosures

6587

BETTERWORLD TELECOM, LLC
RESOLD BUSINESS SERVICED ONLY
LOCAL SERVICE TARIFF
REGULATIONS AND SCHEDULE OF CHARGES
Track # CL080008, Certificate # 60797

Issued: November 11th, 2009

Effective date: November 18th, 2009

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TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages 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. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

CHECK SHEET

Sheets 1 through 29 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised 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 sheet.

<u>Pg</u>	<u>Revision</u>		<u>Pg</u>	<u>Revision</u>		<u>Pg</u>	<u>Revision</u>
1	Original						
2	Original						
3	Original						
4	Original						
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1 GENERAL

1.1 Explanation of Symbols

- (I) indicates an increase in rates,
- (D) indicates a decrease in rates,
- (N) indicates new rates or regulations,
- (M) indicates moved,
- (O) indicates omissions,
- (C) indicates change in text of regulations,
- (T) indicates temporary rates and/or surcharges;

1.2 Application of the Tariff

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in Texas. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available only to business or commercial (non residential) customers.
- 1.2.3 The Company's service territory is consistent with Verizon's Texas tariffs for local service.

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1 GENERAL (cont'd.)**1.3 Definitions**

- 1.3.1 "Carrier," "Company" or "Utility" refers to BetterWorld Telecom, LLC.
- 1.3.2 "Commission" or "Department" means the Texas Public Service Commission.
- 1.3.3 "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.4 "Customer" means any, commercial business, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.5 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.6 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

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1 GENERAL (cont'd.)**1.4 Technical Terms and Abbreviations**

- 1.4.1 DID Trunk: (Direct Inward Dialing) A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.
- 1.4.2 LATA: (Local Access and Transport Area) The term denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, or any other geographic area designated as a LATA in the National Exchange Company Association, Inc. Tariff F.C.C. No. 4.
- 1.4.3 PBX: (Private Branch Exchange) The term is a telephone exchange that serves a particular business or office, as opposed to one that a common carrier or telephone company operates for many businesses or for the general public.
- 1.4.4 Reserved for Future Use

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2 RULES AND REGULATIONS

2.1 Undertaking of the Company

The company provides local service on a resold basis to business customers for their direct transmission of voice, data and other types of telecommunications.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Carrier network. The customer shall be responsible for all charges due for such service arrangements.

Services are provided on a monthly basis, unless otherwise stated in this tariff and are available Monday through Friday from 7:00AM until 6:00PM EST. Three or more customer service representatives are on-duty during this time. During non-business hours, customers are able to leave voice mail messages. The toll free number is (866) 567-2273, and the customer e-mail address is wecare@betterworldtelecom.com. Toll free fax service is also provided through (866) 888-1035.

The minimum service period is one month (30 days)

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

- 2.2.1.1 The payment of all applicable charges pursuant to this tariff;
- 2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer, or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

2 RULES AND REGULATIONS (cont'd.)

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- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
 - 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or

2 RULES AND REGULATIONS (cont'd.)

- 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.
- 2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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2 RULES AND REGULATIONS (cont'd.)

- 2.3.2 The company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of 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 another injury to any person, property or entity arising out of the material, data, information, or *other* conduct revealed to, transmitted by, or used by the Company under this tariff, or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.
- 2.3.3 The Company shall not be liable for any defacement of or damages to the premises of a Customer or Subscriber, resulting from the furnishing of service, which is not *the* result of the Company's negligence.
- 2.3.4 Except when a court of competent jurisdiction finds that *gross* negligence, willful neglect, or willful misconduct on the company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) *for* any interruption, delay, error, omission, or defect in *any* service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the prorata charge to the Customer or Subscriber *far the* period of service or facility usage during which such interruption, delay, error, omission or defect *occurs*. For the purpose of computing this amount, a month is considered to have thirty (30) days.

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2 RULES AND REGULATIONS (cont'd.)

2.4 Application for Service

2.4.1 Minimum Contract Period

- 2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.
- 2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.
- 2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2.4.2 Cancellation of Service

- 2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.
- 2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

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2 RULES AND REGULATIONS (cont'd.)

2.4.2.2.A The total costs of installing and removing such facilities;
or

2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

2.5 Payment for Service

2.5.1 Service will be billed directly by the Company or a network partner on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.14 of this tariff.

2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used.

2.5.3 Reserved for Future Use.

2.5.4 If the Company provides service under a term plan (1,3,5 years, etc.) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the customer, then the customer shall be notified 60 days in advance of the customer's current contract expiration date.

2.6 Customer Deposits

2.6.1 BetterWorld Telecom, LLC does not collect customer deposits.

2 RULES AND REGULATIONS (cont'd.)

2.7 Late Payment Charges

- 2.7.1 Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.
- 2.7.2 The Company will consider delinquent and apply late payment charges on bills not paid within 20 days of the billing invoice date.
- 2.7.3 The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied.

2.8 Customer Complaints and Billing Disputes

- 2.8.1 Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.
- 2.8.2 The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice, however Customer may dispute a bill up to three years from receipt. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Texas Public Service Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:
Public Utility Commission of Texas
1701 N. Congress Ave., PO Box 13326, Austin, TX 78711-3326
General Information 512-936-7000
Customer Hot Line 1-888-782-8477 or e-mail: customer@puc.state.tx.us
- 2.8.3 The Company will not collect attorney fees or court costs from customers.

2.9 Allowance for Interruptions in Service

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2 RULES AND REGULATIONS (cont'd.)

- 2.9.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.

2.10 Taxes and Fees

- 2.10.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.10.2 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.11 Returned Check Charge

The charge for a returned check is \$25

2.12 Directory Assistance Call Allowance

Directory Assistance exemptions include the following: (1) ten free calls per month for each business main telephone exchange or business PBX trunk line; (2) no charge for DA calls placed from payphones; (3) no charge for DA calls placed from exchange lines of the State of Texas or any of its political subdivisions; (4) main telephone exchange line of a disabled user.

2.13 Reserved for Future Use

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2 RULES AND REGULATIONS (cont'd.)

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

2.14 Termination of Service:

2.14.1 Denial of Service Without Notice

The Company may discontinue service without notice for any of the following reasons:

- 2.14.1.1 Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.
- 2.14.1.2 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.14.1.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
- 2.14.1.4 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
- 2.14.1.5. Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

2.14.2. Denial of Service Requiring Notice

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2 RULES AND REGULATIONS (cont'd.)

2.14.2.1 The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:

2.14.2.1.A Reserved for Future Use

2.14.2.1.B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Texas Department of Public Utilities.

2.14.2.1.C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.

2.14.2.1.D Non-payment of Bill.

2.14.2.1.D.1 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 10 days, excluding Sundays and holidays in which to make settlement before his service is denied.

2.14.2.1.D.2 Reserved for future use.

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2 RULES AND REGULATIONS (cont'd.)

2.14.2.1.D.3 Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.

2.14.2.1.D.4 Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2.14.2.1.D.5 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

2.14.3. Insufficient Reasons for Denial of Service

2.14.3.1 The following may not constitute cause for refusal of service to a present or prospective customer:

2.14.3.1.A Failure of a prior customer to pay for service at the premises to be serviced;

2.14.3.1.B Failure to pay for a different class of service for a different entity;

2.14.3.1.C Failure to pay the bill of another customer as guarantor of that bill;

2.14.3.1.D Failure to pay directory advertising charges;

2 RULES AND REGULATIONS (cont'd.)**2.14.3.1.E Reserved for Future Use****2.14.3.1.F Failure to pay an outstanding bill that is over 7 years old, unless the:**

2.14.3.1.F.1 Customer signed an agreement to pay the outstanding bill before the expiration of this period;

2.14.3.1.F.2 Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or

2.14.3.1.F.3 Outstanding bill is for service obtained by the customer by means of an application made:

- (i) In a fictitious name,**
- (ii) Reserved for future use,**
- (iii) In the name of a third party without disclosing that fact or without bonafide authority from the third party, or**
- (iv) Without disclosure of a material fact or by misrepresentations of a material fact.**

2.14.3.2 This regulation applies to all classes of service.

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2 RULES AND REGULATIONS (cont'd.)

PROVISION OF SERVICE AND FACILITIES

2.15 Unlawful Use of Service

2.15.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.15.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.15.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.15.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.16 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

2.17 Telephone Solicitation by Use of Recorded Messages

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2 RULES AND REGULATIONS (cont'd.)

2.17.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.18 Incomplete Calls

2.18.1 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.

2.19 Overcharge/Undercharge

2.19.1 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

2.20 Notice of Discontinuance of Service

2.20.1 A written notice of discontinuance of service, with reasons specified, will be sent fifteen (15) days prior to discontinuance, followed by a second written notice ten (10) days prior to discontinuance of service. Notices will be sent via First Class U.S. Mail.

3 DESCRIPTION OF SERVICES

3.1 Trial Services

- 3.1.1 The Company may offer new services, not otherwise tarified, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

3.2 Promotional Offerings

- 3.2.1 The Carrier may, from time to time offer services at reduced rates and/or charges or at no rate or charge for promotional, market research, training or experimental purposes. The promotional offering *may* be limited as to its duration, the dates and times of the offering, the customers eligible to receive the offering and *the* locations within its service *territory* where the offering *is* made. Particulars are to be furnished to the Commission Staff within five working days of the effective date.

3.3 Individual Case Basis ("ICB") Offerings

- 3.3.1 Individual Case Basis. This refers to products and services which, due to their unusual nature or small demand, do not have rates or charges specified in this tariff. ICBs shall be timely filed with the PSC, for informational purposes, in accordance with TX PSC Tariff Rule 39. Disputes regarding ICB rates or charges may be resolved by the PSC upon application to the PSC by either the subscriber or the telephone company.

3.4 Customized Pricing Arrangements ("CPAs") Offerings

- 3.4.1 The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the tarified rates. CPA rates must be provided under contract to a customer and the contract filed (can be under seal) with the Commission.

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4 RATES AND CHARGES**4.1 Calculation of Rates**

4.1.1 Timing of calls begins when the call is answered at the called station.

4.2 Local Rates and Charges**4.2.1 Local Service, Flat Business Rate**

	MTM	12M	24M / 36M			MTM	12M	24M / 36M
Rate Group 1	\$22.75	\$18.60	\$16.65		Rate Group 3D	\$37.00	\$32.55	\$27.00
Rate Group 2	\$22.75	\$18.60	\$16.65		Rate Group 4A	\$25.56	\$20.92	\$18.45
Rate Group 3	\$22.75	\$18.60	\$16.65		Rate Group 4D	\$37.00	\$32.55	\$27.00
Rate Group 4	\$22.75	\$18.60	\$16.65		Rate Group 1AE	\$32.21	\$26.78	\$24.12
Rate Group 1A	\$25.56	\$20.92	\$18.45		Rate Group 1AH	\$29.36	\$24.27	\$21.69
Rate Group 1B	\$26.22	\$21.85	\$19.35		Rate Group 1AI	\$30.31	\$25.11	\$22.50
Rate Group 1C	\$29.12	\$24.64	\$22.05		Rate Group 1AJ	\$31.26	\$25.39	\$23.31
Rate Group 1D	\$37.00	\$32.55	\$27.00		Rate Group 1BE	\$32.87	\$27.71	\$25.02
Rate Group 1E	\$29.40	\$24.46	\$22.32		Rate Group 1BF	\$34.30	\$28.97	\$26.24
Rate Group 1F	\$30.83	\$25.71	\$23.54		Rate Group 1BG	\$29.07	\$24.36	\$21.78
Rate Group 1G	\$25.60	\$21.11	\$19.08		Rate Group 1BH	\$30.02	\$25.20	\$22.59
Rate Group 1K	\$32.25	\$30.22	\$27.45		Rate Group 2AE	\$32.21	\$26.78	\$24.12
Rate Group 2A	\$25.56	\$20.92	\$18.45		Rate Group 2AJ	\$31.26	\$25.94	\$23.31
Rate Group 2B	\$26.22	\$21.85	\$19.35		Rate Group 2BE	\$32.87	\$27.71	\$25.02
Rate Group 2C	\$29.40	\$24.64	\$22.05		Rate Group 2CE	\$36.05	\$30.50	\$27.72
Rate Group 2D	\$37.00	\$32.55	\$27.00		Rate Group 2DH	\$40.80	\$35.89	\$30.24
Rate Group 2E	\$29.40	\$24.46	\$22.32		Rate Group 3A	\$25.56	\$20.92	\$18.45
Rate Group 3B	\$26.22	\$21.85	\$19.35		Rate Group 4B	\$26.22	\$21.85	\$19.35
Rate Group 3C	\$29.40	\$24.64	\$22.05		Rate Group 4C	\$29.40	\$24.64	\$22.05

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4 RATES AND CHARGES (cont'd.)**4.2.2 Reserved for Future Use****4.2.3 Advantage Plans**

Unlimited Regional Toll Calling	Cost per Month
Month -to-Month	\$10.45
12 months	\$5.60
24M / 36M	\$5.40
Unlimited Regional Toll and Long Dist (Domestic)	
Month -to-Month	\$30.40
12 months	\$25.10
24M / 36M	\$24.30
Unlimited Regional Toll Calling plus Features	
Month -to-Month	\$20.45
12 months	\$15.60
24M / 36M	\$15.40
Unlimited Regional Toll & LD (Domestic) + Features	
Month -to-Month	\$40.40
12 months	\$35.10
24M / 36M	\$34.30

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4 RATES AND CHARGES (cont'd.)**4.2.4 Reserved for future Use****4.2.5 Listing Service**

	<u>Per Month</u>
Additional Listing	\$4.00
Non List Service	\$3.00
Non Published Service	\$4.95
Foreign Listing	\$4.00
Duplicate Listing	\$4.00

4.2.6 Voicemail Service

	POTS		CTX		ACTIVATION
	Local DID	TF DID	Local DID	TF DID	
Single Box (Local DID)	\$13.50	\$20.95	\$13.50	\$20.95	\$10.00
Multiple Box (4 sub-boxes) (Local DID)	\$17.95	\$31.25	\$17.95	\$31.25	\$10.00
Multiple Box (9 sub-boxes) (Local DID)	\$60.95	\$65.95	\$60.95	\$64.95	\$10.00
Menu Service (Local DID)	\$24.95	\$34.95	\$24.95	\$34.95	\$10.00
Announcement Only Service (Local DID)	\$18.95	\$25.85	\$18.95	\$25.85	\$10.00
Network Messaging Service (Local DID)	\$24.95	\$34.95	\$24.95	\$34.95	\$10.00
Message Notification < 200	\$3.95		\$3.95		\$10.00

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4 RATES AND CHARGES (cont'd.)**4.2.7 Features**

FEATURES - PER LINE, PER MONTH	Amount
Anonymous Call Rejection	\$2.70
Call Forwarding-Basic	\$6.98
Call Forwarding Multipath	\$3.15
Call Forwarding Don't Answer-Fixed	\$3.60
Call Forwarding Busy /No Answer	\$4.50
Call Forwarding Busy Line-Fixed	\$3.60
Call Forwarding Busy/No Answer-Fixed	\$4.50
Call Forwarding - No Answer Ring Control	\$0.90
Select/Preferred Call Forward (List of nos.to auto fwd)	\$4.50
Inside Wire Maintenance Plan	\$6.50
Special Call Waiting (List up to 12 of nos. which will auto activate CW)	\$2.70
Call Waiting/Cancel Call Waiting	\$6.53
Caller ID - Basic (Delivery of Name & Number)	\$10.40
Caller ID -With ACB	\$8.75
Distinctive Ring	\$9.65
UserCall Transfer	\$1.35
Message Waiting Indicator	\$0.45
Speed Calling (30-Code)	\$4.05
Speed Calling (8-Code)	\$3.60
Three-Way Calling	\$6.98
Unlimited Call Return	\$5.63
Unlimited Repeat Dialing	\$4.50
Enhanced Call Forwarding - Existing Number (IOSC 41384)	\$9.00
Enhanced Call Forwarding- Personal Number (IOSC 41383)	\$23.40
Enhanced Call Forwarding with Call Manager- Existing Number (IOSC 41386)	\$11.10
Enhanced Call Forwarding with Call manager-Personal Number (IOSC 41385)	\$26.30
Touchtone Service	\$1.80
Last Number Redial	\$2.83
Custom Number Service	\$3.15
Toll Restriction 1+, 0+, 0-, 011	\$1.35
Block Collect/3rd # Calls (Incoming)	\$2.25
Block Collect Calls (Incoming)	\$2.25
Block 3rd # Calls (Incoming)	\$2.25
Selective Call Screening 3#, Collect, C.C. Outgoing Calls (Restricts outgoing)	\$2.70
Rotary Service-Per line in Hunt	\$2.70
Circular Hunt - Per line in Hunt	\$2.90
PBX Enhanced Call Transfer	\$17.10
First Group of 10 DID Numbers	\$9.45
Each Addl Group of 10 DID Numbers	\$1.45
First Block of 100 DID Station Numbers	\$94.50
Each Addl Group of 100 DID Numbers	\$13.50

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4 RATES AND CHARGES (cont'd.)**4.3 Reserved for Future Use****4.4 Service Connection Charges****4.4.1 Service Connection Charges**

	<u>First Line</u>	<u>Add'l Lines</u>
New Line Installation	\$51.50	\$20.00
Move Service – Different Premises	\$51.20	\$20.00
Telephone Number Change	\$33.50	\$20.00
Restore Service for Non-Payment – per account	\$33.50	\$33.5
Change of Service Charge	\$12.50	\$12.50
Rewire charge	\$33.50	\$20.00
Hunting Arrangement – per line group	\$13.50	\$13.50
Repair Request Charges for Technician, Inside Wire Repair		\$250.00
Non Productive Dispatch (No Trouble Found or No Access, etc.		\$175.00

4.5 Reserved For Future Use**4.6 Directory Assistance Charges****4.6.1 Directory Assistance Charges**

Directory Assistance, Local	\$1.25 per call
Directory Assistance, National	\$1.50 per call
Directory Assistance, Name and Address Request	\$1.25 per call

4.7 Reserved For Future UseIssued: November 11th, 2009
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5 Service Areas

5.1 Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: Verizon Texas, and Embarq.

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BETTERWORLD TELECOM, LLC
RESOLD BUSINESS SERVICED ONLY
INTEREXCHANGE RESELLER TOLL TARIFF
REGULATIONS AND SCHEDULE OF CHARGES
Track # CL080008, Certificate # 60797

The Company's tariff is in concurrence with all applicable State and Federal Laws, and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

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List of Modifications

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CHECK SHEET

The Title Page and Pages 1 through 18 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>PAGE</u>	<u>REVISION</u>
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TARIFF FORMAT

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

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SYMBOLS

The following symbols shall be used in this Tariff for the purpose indicated below:

- Increased rate (I)
- Decreased rate (D)
- Changes (C)

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SECTION 1 – DEFINITIONS**Automatic Numbering Identification (ANI)**

A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Calling Card

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed.

Commission

The Texas Public Utility Commission.

Common Carrier

A company or entity providing telecommunications services to the public.

Company

The term "Company" denotes BetterWorld Telecom, LLC.

Customer

The person, firm, or corporation or other entity which orders or uses service and is responsible for the payment of charges and compliance with the tariff regulations. The term Customer is synonymous with the term "Subscriber."

Subscriber

See "Customer" definition.

Telecommunications

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

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

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Company for interexchange telecommunications between points within the state of Texas. Company's services are furnished subject to the terms and conditions of this tariff.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.

2.2 Use of Services

- 2.2.1 Company's services may be used for the transmission of telecommunications by the Customer for any lawful purpose for which the service is technically suited.
- 2.2.2 The use of Company'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 by others is prohibited.
- 2.2.3 The use of Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Company's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 Company does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.6 Company's services may be denied for nonpayment of charges or for other violations of this tariff.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)**2.3 Limitations on Liability**

- 2.3.1 The liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in this Tariff.
- 2.3.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, regardless of the form of action whether in contract, tort, negligence of any kind whether active or passive, strict liability, or otherwise.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.3.4 When service is interrupted for at least 24 hours due to such factors as storms, fires, floods or other conditions beyond the control of the Company, an allowance of 1/30 of the tariff monthly rate shall apply for each full 24 hour period during which the interruption continues after notice by the customer to the Company.
- 2.3.5 The Company shall not be liable for any claims for loss or damages involving:
- A. Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment for use in conjunction with services provided by the Company; or (3) common carriers.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)**2.3 Limitations on Liability (Cont'd)****2.3.5 (Cont'd)**

- B. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided services; or by means of the combination of Company-provided services with Customer-provided equipment or services;
- C. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises;
- D. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- E. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- F. Any non-completion of calls due to network busy conditions;
- G. Any calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)**2.3 Limitations on Liability (Cont'd)**

- 2.3.6 The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or service provided by the Company.
- 2.3.7 The Company assumes no responsibility for the availability or performance of any related service under the control of other entities, or for other facilities provided by other entities used for service to the Customer. Such services are provided subject to such degree of protection or non-pre-emptibility as may be provided by the other entities.
- 2.3.8 Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.9 The Company makes no warranties or representations, expressed or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except for those expressly set forth herein.

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for the payment of all charges for services furnished to the Customer.
- 2.4.2 The Customer is responsible for compliance with applicable regulations set forth in this tariff.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)**2.4 Responsibilities of the Customer (Cont'd)**

2.4.3 The Customer shall indemnify and hold Company harmless from all liability disclaimed by Company as specified in this Tariff, arising in connection with the provision of service by Company.

2.5 Deposits

Company does not require a deposit from the Customer.

2.6 Taxes

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate items and are not included in the quoted rates. Gross receipts tax will not be billed as a separate line item.

2.7 Billing Arrangements

2.7.1 The Customer will be billed directly by Company. Billing is based on a minimum call duration of thirty (30) seconds with six (6) second billing increments thereafter for all services. Call duration is measured from the time hardware or software supervision indicates a connection between the calling and the called stations. There are no charges for uncompleted calls.

2.7.2 Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. Months are presumed to have thirty (30) days. The billing date is dependent on the billing cycle assigned to the Customer.

2.7.3 The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are based on actual usage and are billed monthly in arrears.

2.7.4 Bills are due and payable within twenty (20) days from the invoice date. Payment may be made by cash, check, money order, cashier's check or credit card. The payment receipt date will be the date the company receives the payment. The postmark date is not considered the date of payment.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)**2.7 Billing Arrangements (Cont'd)**

2.7.5 A late fee of 1.5% monthly or the amount authorized by law, whichever is lower, will be charged on any past due balances. The late fee amount will be assessed from the date payment was due.

2.7.6 A charge of \$15.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

2.8 Billing Disputes

2.8.1 All bills are presumed accurate, and shall be absolutely binding on the Customer unless objection is received by Company within thirty (30) days after such bills are rendered. Billing disputes should be addressed to Company's customer service organization via telephone at (866) 567-2273, in writing at 11921 Freedom Drive, 13th Floor, Reston, VA 20190, or via email at wecare@betterworldtelecom.com.

2.8.2 In the case of a billing dispute between the Customer and Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action within thirty (30) days of the billing date:

- A. First, the Customer may request, and Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- B. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Company, the customer may contact...

Public Utility Commission of Texas.
1701 N. Congress Ave., PO Box 13326, Austin, TX 78711-3326
General Information 512-936-7000
Customer Hot Line 1-888-782-8477 or e-mail: customer@puc.state.tx.us

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SECTION 2 – RULES AND REGULATIONS (Cont'd)2.9 Cancellation, Discontinuance or Interruption of Services

2.9.1 Cancellation

- A. Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation. Notice will be deemed received upon actual receipt by the Company.
- B. Customer is responsible for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customer will continue to have Company usage until the Customer notifies its local exchange company and changes its long distance company.
- C. Any non-recoverable cost of Company expenditures shall be borne by the Customer if the Customer orders service and then cancels the order before such service begins; or liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges.

2.9.2 Discontinuance

- A. Without incurring liability, upon five (5) working days' (defined as any day on which the Company's business office is open and the U.S. Mail is delivered) written notice to the Customer, Company may immediately discontinue services to a Customer or may withhold the provision of order or contracted services:
 - 1. For nonpayment of any sum due the Company for more than twenty (20) days after issuance of the bill for the amount due;

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SECTION 2 – RULES AND REGULATIONS (Cont'd)2.9 Cancellation, Discontinuance or Interruption of Services (Cont'd)

2.9.2 Discontinuance (Cont'd)

2. For violation of any provisions of this tariff;
3. For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over Company's services; or
4. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Company from furnishing its services.

2.9.3 Interruptions—Generally

- A. A service is interrupted when it becomes unusable to the Customer, *e.g.*, the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company.
- B. An interruption period begins when the Customer reports a service to be inoperative and is not due to the negligence of the Customer. An interruption period ends when the service is operative.
- C. If the Customer reports a service to be inoperative but declines to release it for testing and repair, the service is considered to be impaired but not interrupted. No credit allowances will be made for a service considered by the Company to be impaired.

2.9.4 Limitations on Interruption Allowances

No credit allowance will be made for any interruption of service:

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B. due to the failure of power, equipment, systems, or services not provided by the Company;

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SECTION 2 – RULES AND REGULATIONS (Cont'd)2.9 Cancellation, Discontinuance or Interruption of Services (Cont'd)

2.9.4 Limitations on Interruption Allowances (Cont'd)

- C. during any period in which the Customer continues to use the service on an impaired basis;
- D. during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- E. that was not reported to the Company within thirty (30) days of the date that service was affected.

2.9.5 Application of Credit for Interruptions of Service. When main telephone service is interrupted for a period of at least 24 hours, the Company, after due notice by the customer, shall apply the following schedule of allowances except in situations as provided for in paragraph (3)

- A. One-thirtieth of the tariff monthly rate of services furnished by the Company rendered inoperative, useless or impaired for each of the first three full 24-hour periods during which the interruption continues after notice by the customer to the public utility conditioned that the out-of-service extends beyond a minimum of 24 hours..
- B. Two-thirtieths of each full 24-hour period beyond the first three 24-hour periods. However, in no instance may the allowance for the out-of-service period exceed the total charges in a billing period for the service furnished by the Company rendered useless or impaired.
- C. When service is interrupted for a period of at least 24 hours due to such factors as storms, fires, floods or other conditions beyond the control of the public utility, an allowance of 1/30 of the tariff monthly rate for all services furnished by the Company rendered inoperative or substantially impaired to the extent of being useless shall apply for each full 24 hours during which the interruption continues after notice by the customer to the Company.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.9 Cancellation, Discontinuance or Interruption of Services (Cont'd)

2.9.5 (Cont'd)

- D. The allowances set forth in the above paragraphs may not be applicable where service is interrupted by the negligence or willful act of the customer to service or where the Company, pursuant to the terms of the contract for service, suspends or terminates service for nonpayment of charges or for unlawful or improper use of the service or for any other reason provided for in the filed and effective tariff.

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SECTION 3 – DESCRIPTION OF SERVICES**3.1 Description of Services**

Company provides 24-hour intrastate interexchange telecommunications services, including long distance, toll and calling card telecommunications services. Calls are rated based on the duration of the call. A minimum call duration is thirty (30) seconds with six (6) second billing increments thereafter for all services.

3.2 Calculation of Usage Rates

Billing for calls placed over Company's services is based on the duration of the call. Billing is in six (6) second increments, with a minimum call length of not less than thirty (30) seconds. Call duration is measured from the time hardware or software supervision indicates a connection between the calling and the called station. There are no charges for uncompleted calls.

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SECTION 4. RATES AND CHARGES

This section sets forth the rates and charges applicable to Company's service offerings.

4.1 Long Distance

The Company provides basic 1+ long distance service. The Company will charge a flat rate per minute with no time of day discounts and without regard to mileage for calls originating and terminating in Texas.

4.1.1 Monthly Service Charge e-bill: \$3.99, or mailed bill: \$5.99

4.1.2 Monthly Regulatory Cost Recovery Fee \$2.97

4.1.3 IntraLATA and InterLATA Rate \$0.129 per minute

4.2 Wide Area Toll Service

The Company provides a direct access, incoming only 8XX service. The Company will charge a flat rate per minute with no time of day discounts and without regard to mileage for calls originating and terminating in Texas.

4.2.1 Rate \$0.149 per minute

4.3 Calling Card Service

The Company provides a post-paid calling card service. The Company will charge a flat rate per minute with no time of day discounts and without regard to mileage for calls originating and terminating in Texas.

4.3.1 Rate \$0.12 per minute

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