

BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

MAR 23 2012

In the Matter of the Application of)
Lifeline Phone Service, Inc. for a Certificate)
of Convenience and Authority to Provide)
Local Exchange Telecommunications Service)
on a Resold Basis Within the State of Kansas)

by
State Corporation Commission
of Kansas
Docket No.:

**APPLICATION FOR CERTIFICATE OF AUTHORITY TO PROVIDE LOCAL EXCHANGE
TELECOMMUNICATIONS SERVICES**

COMES NOW Lifeline Phone Service, Inc. (hereinafter "Applicant"), by the undersigned and files this verified Application requesting a Certificate of Convenience and Authority to provide Local Exchange telecommunications services on a resold basis statewide, throughout the State of Kansas under the business name of Lifeline Phone Service, Inc. and making claim that the public convenience will be thereby promoted. Applicant, for purpose of verification and in evidence of fitness to operate, offers the following information in support of the application:

1. Full, correct name of company, firm, association or corporation making this filing: **Lifeline Phone Service, Inc.**
2. Federal Identification Number: **45-4639792**
3. Type of Certification requested by applicant:
 - Competitive Local Exchange Service
 - Interexchange (long distance or toll)
 - Service Operator Services and Interexchange (toll) Service
 - Resale
 - Facilities-based
 - Combined Resale and Facilities-based

4. Address and telephone number for the principal office of the company, including 800 customer service number:

Lifeline Phone Service, Inc.
2405 E. Pawnee
Wichita, KS 67211
(866) 685-8100 Toll Free

5. If individually owned, name of individual doing business under above name: **N/A**

6. Requested serving territory: **Statewide**

7. Name, title, address telephone number and email address of person preparing this application.

Judith A. Riley
Regulatory Consultant
PO Box 720128 (mailing)
5909 NW Expressway, Suite 101 (physical)
Oklahoma City, OK 73172-0128
(405) 755-8177 x 14
jriley@telecompliance.net

8. Name, title, address, telephone number and email address of Commission/Industry Relations contact:

Judith A. Riley
Regulatory Consultant
PO Box 720128 (mailing)
5909 NW Expressway, Suite 101 (physical)
Oklahoma City, OK 73172-0128
(405) 755-8177 x 14
jriley@telecompliance.net

9. Organizational Information

In the table below, give name and address of each officer:

Officers

Line No.	Title (a)	Name (b)	Address (c)
1	Owner	Rick Laham	2405 E Pawnee Wichita, KS 67211
2			
3			

LIST OF DIRECTORS

Line No. (a)	Name of Director	Address (c)	Term Began (d)	Term Expires (f)	Shares of Common Stock (f)
1	Rick Laham	2405 E Pawnee Wichita, KS 67211			10,000

10. A Description of Applicant's operations are provided under **Exhibit 1**:

- A. Applicant's short run and long run growth plans for providing intrastate telecommunication service in Kansas.
- B. Estimated number of company service personnel assigned to telephone service who will be located in Kansas during the time periods mentioned above.
- C. Description of telecommunications equipment to be deployed in the state and where it will be deployed over the period of time mentioned above.
- D. State or federal entities that denied certification to Lifeline Phone Service, Inc. or took any enforcement action against Applicant's service operations.

E. A list of enforcement proceedings or criminal charges involving applicant or its principals in connection with the provision of telecommunications services within the last five (5) years anywhere in the United States.

11. Applicant's Managerial Qualifications are attached as **Exhibit 2**

12. Applicant's Technical Qualifications are attached as **Exhibit 3**

A. Will the company follow the Quality of Service Standards and reporting requirements as ordered by the Commission in Docket No. 191,206-U?

B. Does your company anticipate any problems meeting or reporting on the Commission's Quality of Service Standards? In the company's opinion, does it have the management expertise to deploy the necessary resources to meet the quality of service standards as established by the Commission?

C. Will the Company follow the Commission's Billing Practice Standards as ordered in Docket No. 120,408-U?

D. Does your company anticipate any problems meeting the Commission's Billing Practices Standards? In the company's opinion, does it have the management expertise to deploy the necessary resources to meet the Billing Practices Standards as established by the Commission?

E. Is your company currently providing telecommunications service in any other state? If so, in an Exhibit, please name the state(s), provide a description of your company's operations therein and list the approximate number of customers in each state.

13. Financial Information:

A. Stock

CAPITOL STOCK

Line No.	Class of Stock Common or Preferred etc.	No. of Shares Authorized by charter	No. of Shares Actually Sold	No. of Shares Cancelled	No. of Shares Held for Resale	No. of Shares Outstanding	Par Value per Share	Total Amnt. Outstanding per Fin. Stmt.	Dividends Declared During Year
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
1	Common	10,000	0	0	0	0	0	0	0

B. List information concerning the stockholders holding the highest number of shares of stock. If no one stockholder holds more than 5% of the total shares outstanding, so indicate by placing an "X" in this blank ____, and omit the information called for in the schedule below.

LIST OF PRINCIPAL STOCKHOLDERS

Line No.	Name of Stockholder	Address	No. of Shares	No. of Votes	Total Par or Stated Value
(a)	(b)	(c)	(d)	(e)	(f)
1	Rick Laham	2405 E Pawnee Wichita, KS 67211	10,000	1	10,000
2					
3					
4					
5					
6					

- C. Sole proprietorships and/or partnerships or any other business organization including, but not limited to limited liability companies, limited partnerships, and LLPs must add an Exhibit to show the organizational structure and share interests in assets, liabilities and profits. **N/A**
14. Applicant's Financial Qualifications are attached as **Exhibit 4**.
- A. Comparative Income Statements for the immediately preceding three (3) year period (audited positive statements preferred).
 - B. Balance Sheets for the immediately preceding three (3) year period (audited positive statements preferred).
 - C. A forward-looking management narrative discussing any significant activity that may impact either the Income Statement or Balance Sheet provided.
15. State of incorporation and proof of incorporation in that state is attached as **Exhibit 5**.
16. Applicant's proof of registration with the Kansas Secretary of State is attached as **Exhibit 6**.
17. A sample copy or exhibit of Applicant's customer invoice is attached as **Exhibit 7**.
18. Name and telephone number of the contact person for Customer Service:

James Laham – 316-253-4660
JamesLaham@gmail.com

19. Competitive Local Exchange applicants need provide an interconnection or resale agreement with the incumbent local exchange carrier(s) for the service territory designated above, if consummated. Please indicate the docket number(s) and Commission approval date(s) for each. (Local operations may not begin until such agreements have been approved by the KCC.) **ICA is listed as Exhibit 8.**
20. The Applicant's proposed tariff is attached as **Exhibit 9.**
21. The KCC Telecommunications Carrier Code of Conduct form has been completed, signed and attached as **Exhibit 10.**

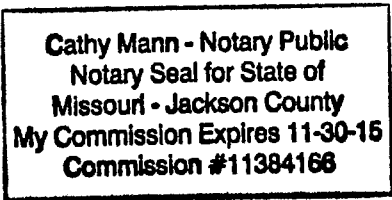
State of Missouri)
)
County of Jackson) ss

I, Paul H. Gardner, being duly sworn, deposes and states that I am the Attorney for Applicant, Lifeline Phone Service, Inc., in this proceeding; that I have read the above and foregoing Application, that the allegations therein contained are true and correct to the best of my knowledge, information and belief; and that I am authorized to verify the foregoing application by the above said Applicant.

Paul H. Gardner

Paul H. Gardner
Attorney for Lifeline Phone Service, Inc.

Subscribed and sworn to before me this 20th day of March, 2012.



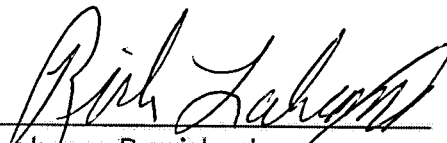
Cathy Mann
Notary Public

My Commission Expires:
11-30-15

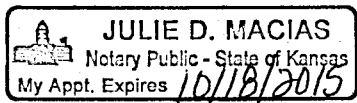
OATH


State of Kansas)
) ss
County of Sedgwick)

Rick Laham, being duly sworn, deposes and says that he is the President of Lifeline Phone Service, Inc., and that the facts set forth in the foregoing Application have been prepared under his direction, from the original books, papers and records of said company, that he examined same, and declares same to be true and correct to the best of his knowledge and belief. Further, that applicant has full knowledge of the Kansas Corporation Commission's jurisdiction affecting telephone service providers and will comply with the applicable requirements of this Commission.


Rick Laham, President

Subscribed and sworn to before me this 14th day of March, 2012.




Notary Public

My Commission Expires: 10/18/2015

LIST OF EXHIBITS

EXHIBIT 1	Description of Operations
EXHIBIT 2	Applicant's Managerial Qualifications
EXHIBIT 3	Applicant's Technical Qualifications
EXHIBIT 4	Applicant's Financial Qualifications
EXHIBIT 5	Kansas Articles of Incorporation
EXHIBIT 6	Kansas Secretary of State Authorization
EXHIBIT 7	Sample Invoice
EXHIBIT 8	Interconnection Agreement
EXHIBIT 9	Proposed Local Exchange Tariff
EXHIBIT 10	Code of Conduct Agreement

EXHIBIT 1

Description of Operations

Exhibit 1 - Description of Operations

10. A Description of Applicant's operations
 - A. Applicant's short run and long run growth plans for providing intrastate telecommunication service in Kansas. **Short term and long term goals are to be the leading provider in the state of Kansas Lifeline Program. We will provide Lifeline phone service to a very under-served class of Kansas' most disadvantaged, Low Income, Elderly, Minority Citizens. Service will be provided statewide in AT&T service areas.**
 - B. Estimated number of company service personnel assigned to telephone service who will be located in Kansas during the time periods mentioned above. **Historically, we have found that it takes one CSR (Customer Service Representative) for every five hundred customers, and we will start four company service personnel.**
 - C. Description of telecommunications equipment to be deployed in the state and where it will be deployed over the period of time mentioned above. **No equipment will be deployed, as we will be re-selling AT&T services.**
 - D. State or federal entities that denied certification to Lifeline Phone Service, Inc. or took any enforcement action against Applicant's service operations. **No.**
 - E. A list of enforcement proceedings or criminal charges involving applicant or its principals in connection with the provision of telecommunications services within the last five (5) years anywhere in the United States. **General investigation into Local Phone Service, Inc.**

EXHIBIT 2

Applicant's Managerial Qualifications

11. Applicant's Managerial Qualifications

Qualifications include being the single largest independent promoter of the Kansas Lifeline Program. Rick Laham has personally been involved in the provisioning of over 50,000 Lifeline customers. He has also been recognized by Governor Mark Parkinson for his work, along with his staff, in the KLSP. He has also been a Competitive Local Exchange Carrier from 1998 through 2012.

James Laham will be the manager. He has 6+ years of management experience, as well as provisioning, customer service, and computer skills training.

EXHIBIT 3

Applicant's Technical Qualifications

12. Applicant's Technical Qualifications

- A. Will the company follow the Quality of Service Standards and reporting requirements as ordered by the Commission in Docket No. 191,206-U? **Yes.**
- B. Does your company anticipate any problems meeting or reporting on the Commission's Quality of Service Standards? In the company's opinion, does it have the management expertise to deploy the necessary resources to meet the quality of service standards as established by the Commission? **No.**
- C. Will the Company follow the Commission's Billing Practice Standards as ordered in Docket No. 120,408-U? **Yes.**
- D. Does your company anticipate any problems meeting the Commission's Billing Practices Standards? In the company's opinion, does it have the management expertise to deploy the necessary resources to meet the Billing Practices Standards as established by the Commission? **No.**
- E. Is your company currently providing telecommunications service in any other state? If so, in an Exhibit, please name the state(s), provide a description of your company's operations therein and list the approximate number of customers in each state. **No.**

EXHIBIT 4

Applicant's Financial Qualifications

14. Applicant's Financial Qualifications
 - A. Comparative Income Statements for the immediately preceding three (3) year period (audited positive statements preferred). **As a startup business, we have no income statements.**
 - B. Balance Sheets for the immediately preceding three (3) year period (audited positive statements preferred).). **As a startup business, we have no balance sheets.**
 - C. A forward-looking management narrative discussing any significant activity that may impact either the Income Statement or Balance Sheet provided. **Not applicable.**

EXHIBIT 5

Kansas Articles of Incorporation

For Profit Articles of Incorporation

The name of the corporation:

Lifeline Phone Service, Inc.

File date: 02/24/2012

File time: 15:24:29

Business Entity Number: 6621213

Registered office in Kansas:

2405 E Pawnee Street
Wichita, Kansas
67211

Name of the resident agent at the registered office:

Lifeline Phone Service, Inc.

Mailing address for official mail:

Lifeline Phone Service, Inc.
2405 E Pawnee Street
Wichita, KS
67211 USA

The nature or purpose of the business entity:

The purpose of this business entity is to engage in any lawful act or activity for which the entity may be organized under the laws of Kansas.

This business entity will have the ability to issue stock.**Total number of shares of stock the corporation is authorized to issue:**

Shares: 10000

Type: Common

Class: Common

Value: 1.00/per share

Special designations, powers, rights, limitations or restrictions applicable to any class of stock or any special grant of authority to be given to the board of directors.

Will the powers of the incorporator(s) terminate upon filing the articles of incorporation?

No

Expiration date of the corporate existence:

Perpetual

Tax closing month:

December

Incorporator information:

Rick Laham
2311 N Tee Time Ct
Wichita KS
67205 USA

"I declare under penalty of perjury pursuant to the laws of the state of Kansas that the foregoing is true and correct."

Execution date: 02/24/2012

The signature(s) of the incorporator(s):

Rick Laham

Rick Laham



I, Kris W. Kobach, Secretary of State of Kansas, do hereby certify that this is the true and correct copy of the original document filed electronically on 02/24/2012.

Kris W. Kobach

Kansas Secretary of State
Memorial Hall, 1st floor - 120 SW 10th Ave. - Topeka, Kansas 66612-1594
phone: (785) 296-4564 - email: kssos@kssos.org - url: www.kssos.org



I hereby certify this to be a true and correct copy of the original on file.
Certified on this date: March 22, 2012
KRIS W. KOBACH
Secretary of State *Kris W. Kobach*

EXHIBIT 6

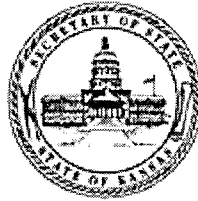
Kansas Secretary of State Authorization

2/24/12

Kansas Business Center: Articles of Incorporation

KRIS W. KOBACH
Secretary of State

Memorial Hall, 1st Floor
120 S.W. 10th Avenue
Topeka, KS 66612-1594
(785) 296-4564



State of Kansas

For Profit Articles of Incorporation
Date: 02/24/2012

RE: Lifeline Phone Service, Inc.
Business Entity ID Number: 6621213

Dear Business Customer:

Congratulations on filing For Profit Articles of Incorporation. Your business is now incorporated with the Kansas Secretary of State.

A few of the responsibilities you will have for the business include: filing an annual report with the Secretary of State each year as well as a K-150 with the Department of Revenue.

Every corporation must file an annual report each year and pay a filing fee. The annual report and fees are due together on the 15th day of the 4th month after the last day of the corporation's tax year end. Example: If you have a tax year end of December, the annual report will be due every April 15th. An annual report is not required if the corporation has not been incorporated for six months prior to its first tax year end.

You may save nine percent by filing the annual report online at www.kssos.org.

For more information regarding the K-150, which is due to the Kansas Department of Revenue each year, please call 785-368-8222 or visit www.ksrevenue.org.

You may view the status and general information for your business, as well as obtain certificates or letters of good standing by visiting www.kssos.org.

Sincerely,

Kris W. Kobach
Kansas Secretary of State

Kansas Secretary of State

Memorial Hall, 1st floor - 120 SW 10th Ave. - Topeka, Kansas 66612-1594
phone: (785) 296-4564 - email: kssos@kssos.org - url: www.kssos.org

EXHIBIT 7

Sample Invoice

Invoice Detail (Invoice 18)
Account No: 316-NXXYYYY-XXXXX

Invoice View:

Invoice Mailed To:

Joe Customer
 1421 Any Ave
 APT 408
 WICHITA, KS 67214

Internal View:

Current Mailing Address:

Joe Customer
 Joe Customer
 1421 Any Ave
 APT 408
 WICHITA, KS 67214

Invoice View:

Cust/Account ID: 316-NXXYYYY Summary

Invoice Date	02/01/2012
Invoice ID	316-NXXYYYY
Payment Due	02/16/2012
Previous Balance	\$30.41
Payments and Adjustments	\$30.41
Current Activity Charges	\$24.99
Total Taxes and Fees	\$5.42
Total Amount Due	\$30.41

Internal View:

Cust/Account ID: 316-NXXYYYY Summary

Previous Balance	\$30.41
Payments	\$30.41
Charges	\$24.99
Credits	\$0.00
Usage Amount	\$0.00
DA Amount	\$0.00
PCC Amount	\$0.00
Connect Fee	\$0.00
Federal Tax	\$0.91
State Tax	\$4.20
Other Tax	\$0.31

Invoice View:

Transaction Detail

Amount

Activity for (316) NXX-YYYY

Transaction Activity

Description

Monthly Service Charge	02/16/2012 to 03/15/2012	\$36.26
Total Transaction Activity		\$36.26

Miscellaneous Activity

Description

Payment - Thank You	01/05/2012	\$-30.41
Lifeline Credit	02/16/2012	\$-7.77
Federal Lifeline Credit	02/16/2012	\$-3.50
Total Miscellaneous Activity		\$-11.27

Taxes and Surcharges

Description

=====

E911	\$0.53
Federal Excise Tax	\$-0.25
Federal Excise Tax	\$1.16
Sales Tax	\$-0.60
Sales Tax	\$2.82
State Universal Service Fund	\$-0.48
State Universal Service Fund	\$2.24
Total Taxes and Surcharges	\$5.42

TOTAL DUE: 30.41

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EXHIBIT 8

ReSeller Agreement

Applicant has submitted the enclosed Request to Initiate Negotiations to AT&T Kansas.

EXHIBIT 9

Proposed Local Exchange Tariff

KANSAS

LOCAL SERVICES TARIFF #1

OF

LIFELINE PHONE SERVICE, INC.

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for Local Exchange telecommunications services within the State of Kansas by Lifeline Phone Service, Inc. This Tariff is on file with the Kansas Corporation Commission. Copies may be inspected, during normal business hours, at the following locations:

Lifeline Phone Service, Inc.
2405 E. Pawnee
Wichita, KS 67211
(866) 685-8100

or

Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, KS 66604-4027
800-662-0027

Issue Date: March 22, 2012

Effective Date: April 23, 2012

Rick Laham, President
2405 E. Pawnee
Wichita, KS 67211

CHECK SHEET

<u>Page #</u>	<u>Revision</u>	<u>Page #</u>	<u>Revision</u>
1	Original	25	Original
2	Original	26	Original
3	Original	27	Original
4	Original	28	Original
5	Original	29	Original
6	Original	30	Original
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
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14	Original		
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16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		

*New or Revised pages

Issue Date: March 22, 2012

Rick Laham, President
2405 E. Pawnee
Wichita, KS 67211

Effective Date: April 23, 2012

TABLE OF CONTENTS

TITLE SHEET 1

CHECK SHEET 2

TABLE OF CONTENTS..... 3

SYMBOLS 4

TARIFF FORMAT 5

Section 1 – DEFINITIONS..... 6

Section 2 - RULES AND REGULATIONS 7

Section 3 - DESCRIPTION OF SERVICE 27

Section 4 - RATES AND CHARGES 31

Section 5 - DEMONSTRATIONS AND PROMOTIONS 34

Section 6 - CONTRACTS AND INDIVIDUAL CASE BASIS
ARRANGEMENTS..... 35

SYMBOLS

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

- (C) Changed regulation.
- (D) Delete or discontinue.
- (I) Change resulting in an increase to a customer's bill.
- (M) Moved from another tariff location.
- (N) New.
- (R) Change resulting in a reduction to a customer's bill.
- (T) Change in text or regulation but no change in rate or charge.

TARIFF FORMAT

- A. Page Numbering – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Page Revision Numbers – Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised sheet 14 cancels the Original Sheet 14. Because of various suspension periods, deferrals, etc., the Commission follows in their tariff approval process; the most current sheet number on file with the Commission is not always the tariff sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence – There are eight (8) levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).(I).
 - 2.1.1.A.1.(a).(I).(i)
- D. Check Sheet – When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheet contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

Section 1- DEFINITIONS

Billed Party: The person or entity responsible for payment of the Company's service. The Billed Party is the Customer in whose name service is registered with the Company.

Called Station: The terminating point of a call.

Calling Station: The originating point of a call.

Carrier: The facilities-based telecommunications provider whose services are being resold to the Customer by the Company.

Commission: The Kansas Corporation Commission

Company: LIFELINE PHONE SERVICE, INC., its subsidiaries, and/or authorized agents offering service through brand names and/or sales marks as set forth by this tariff.

Customer: The person who orders or uses service and is responsible for payment of charges and compliance with tariff regulations.

Telecommunications: The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, or any other form of intelligence.

User: A Customer, or any person or entity that makes use of services provided to a Customer under this Tariff.

Issue Date: March 22, 2012

Rick Laham, President
2405 E. Pawnee
Wichita, KS 67211

Effective Date: April 23, 2012

Section 2 - RULES AND REGULATIONS

2.1. Application of Tariff

- 2.1.1. This tariff contains the rates applicable to local exchange resale telecommunications services offered by the Company for service using various sales marks and/or brand names within the State of Kansas. Service is furnished subject to transmission, atmospheric and like conditions.
- 2.1.2. The telecommunications services of the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services. However, services under this tariff are conditioned upon the continued availability of the various services provided to the Company by its underlying carriers.
- 2.1.3. The rates and regulations contained in this tariff apply only to services provided through Company's contracted Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by any other local exchange telephone company or other common carrier for use in accessing the services of the Company.

2.2. Undertaking of the Company

- 2.2.1. The Company undertakes to provide telecommunications services to Customers for their lawful and direct transmission and reception of voice, data, and other types of communications in accordance with the terms and conditions set forth in this tariff.

Section 2 - RULES AND REGULATIONS (Cont'd)

2.2. Undertaking of the Company (Cont'd)

- 2.2.2. All service is subject to the availability of necessary and suitable facilities and to the provisions of this tariff. The Company or its designee may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement and shall pay for such service arrangement in advance.
- 2.2.3. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.2.4. The Company shall not be responsible for any construction, installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner.
- 2.2.5. The Company assumes no liability with respect to the construction, operation, or maintenance of Customer-provided station equipment at the Customer's premises, excepting such liability directly due to negligence of Company's employees or agents.

Issue Date: March 22, 2012

Rick Laham, President
2405 E. Pawnee
Wichita, KS 67211

Effective Date: April 23, 2012

Section 2 - RULES AND REGULATIONS (Cont'd)

2.2. Undertaking of the Company (Cont'd)

- 2.2.6. The Carrier may, upon notification of the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements of this tariff are being complied with in the installation, operation, and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Carrier-owned facilities. The Carrier may temporarily suspend services, without liability to Company or Carrier, while making such tests and inspections, and thereafter until any violations of such requirements are corrected.
- 2.2.7. The Company may take such action as necessary to protect its operations, personnel, and services, and will promptly notify the Customer by mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within ten (10) days after such notice is received that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its operations, personnel, and services from harm.
- 2.2.8. The Company does not undertake to transmit messages, but mediates the use of its Carriers' facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

Section 2 - RULES AND REGULATIONS (cont'd)

2.2. Undertaking of the Company (cont'd)

- 2.2.9. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.10. The Company reserves the right to disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this tariff or the laws, rules, regulations, or policies of the jurisdiction of the Calling Station or the Called Station, or the laws of the United States including the rules, regulations, and policies of the Federal Communications Commission.
- 2.2.11 The Company will provide all Customers with rate information at the time of service initiation. Information will include all applicable rates, surcharges and information regarding required taxes, fees and surcharges which may be required by federal, state or local government entities.
- A. Any time a rate increase is necessary by the Company, notice will be provided to customers by notice in billing statements in the month prior to the new rates going into effect.
 - B. Customers who requests change(s) in their service, must request or agree to those changes in writing.

Section 2 - RULES AND REGULATIONS (cont'd)

2.3. Use

- 2.3.1. Services may be used for the lawful transmission of communications by the Customer consistent with the provisions of this tariff.
- 2.3.2. Service may not be used for any unlawful purpose. The use of the 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.
- 2.3.3. The use of the Company's services without payment for service, as well as any attempt to avoid payment for service by fraudulent means, devices, or schemes, false or invalid numbers, or false calling or credit cards, or other fraudulent means, is prohibited.
- 2.3.4. The Company's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.3.5. Provided that they have obtained any and all required regulatory approvals, Customers of service provided under this tariff may authorize or permit others to use these services, and may resell or share such services subject to the regulations contained in this tariff upon written consent of Company. The Customer remains responsible to the Company for payment of all charges for services used by others pursuant to this paragraph, with or without the Customer's knowledge, and is responsible for notifying the Company immediately of any unauthorized use of services.

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Rick Laham, President
2405 E. Pawnee
Wichita, KS 67211

Section 2 - RULES AND REGULATIONS (cont'd)

2.4. Liability of the Company

- 2.4.1. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to: acts of God, fires, flood or other catastrophes; any law, order, regulation, directive, action, or request of the United States government or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of said governments or of any civil or military authority; national emergencies; insurrections; riots; wars; or labor difficulties.
- 2.4.2. The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities, equipment, or services used with the Company's services. The Company shall not be liable for any damages or losses due to the failure of Customer-provided equipment, facilities, or services. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of connecting, concurring, or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.3. The Company shall not be liable for and Customer shall indemnify and hold Company harmless from any and all losses, claims, demands, suits, or other action or liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement, or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of equipment, wiring, or services provided by Company or Carrier where such installation, operation, failure to operate, maintenance, condition, location, or use is not the direct result of Company's negligence.

Section 2 - RULES AND REGULATIONS (cont'd)

2.4. Liability of the Company (Cont'd)

2.4.4. The liability of the Company for mistakes, omissions, interruptions, delays, errors, or defects in transmission shall not exceed an amount equivalent to the proportionate monthly recurring charge to the Customer for the period of service during which such events occur. See Section 2.7.1 for full details on credits for interruptions.

2.4.5. NO IMPLIED WARRANTIES. THE CUSTOMER ACKNOWLEDGES THAT THE SERVICES OF THE COMPANY ARE OF SUCH A NATURE THAT THE SERVICES CAN BE INTERRUPTED FOR MANY REASONS OTHER THAN THE NEGLIGENCE OF THE COMPANY, AND THAT DAMAGES RESULTING FROM ANY INTERRUPTION OF THE SERVICES ARE DIFFICULT TO ASCERTAIN. THEREFORE, THE CUSTOMER AGREES THAT THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM THE CUSTOMER'S USE OF THE SYSTEM OR THE SERVICES. THE COMPANY MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SYSTEM OR THE SERVICES. THE COMPANY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT WITH RESPECT TO THE SYSTEM AND THE SERVICES. THE COMPANY SHALL NOT BE LIABLE TO THE USER, OR TO ANY THIRD PARTY, FOR ANY LOSS OR DAMAGE AS A RESULT OF THE USE OF THE SYSTEM OR THE SERVICES. THIS INCLUDES BUT IS NOT LIMITED TO LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES, OR SERVICE INTERRUPTIONS, WHETHER CAUSED BY THE COMPANY'S OWN NEGLIGENCE, ERRORS, OMISSIONS OR OTHERWISE.

Section 2 - RULES AND REGULATIONS (cont'd)

2.5. Limitations

- 2.5.1. In addition to and not in limitation of all other provisions in this paragraph 2.5 with respect to Customer indemnification of the Company, the Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information, or other content transmitted via the Company's services.
 - B. Claims for patent infringement arising from combining or connecting Carrier's facilities with apparatus and systems of the Customer; and
 - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.
- 2.5.2. The Company shall not be liable for damages or adjustment, refund, or cancellation of charges unless the Customer has notified the Company via writing or telephone of any dispute concerning charges, or the basis of any claim for damages, within ninety (90) days after the invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim. If notice of a dispute concerning the charges is not received within ninety (90) days from the date the invoice is rendered regarding the charge subject to the dispute, such invoice shall be deemed to be correct, accepted, and binding on the Customer.
- 2.5.3 Customers have the right to switch carriers without providing notice directly to the Company. Customers can not hold the Company liable for billing errors that result directly from a customer who has changed carriers without either porting their number to the new carrier or otherwise notifying the Company of the change.

Section 2 - RULES AND REGULATIONS (cont'd)

2.6. Obligations of the Customer

- 2.6.1. The Customer shall provide the personnel, power, and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- 2.6.2. The Customer shall be responsible for providing Carrier personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Carrier.
- 2.6.3. The Customer will be liable for damages to the facilities of the Carrier caused by negligence or willful acts of any officers, employees, agents, or contractors of the Customer.
- 2.6.4. The Customer is responsible for pre-payment of all charges for services to be rendered by the Company. Customer may authorize others to use the services provided by the Company, but Customer remains responsible to the Company for payment of all charges for services used by others pursuant to this paragraph, with or without the Customer's knowledge. Customer is responsible for notifying the Company immediately of any unauthorized use or service.

Section 2 - RULES AND REGULATIONS (cont'd)

2.7. Interruption of Service

- 2.7.1. For the interruption of service which lasts more than two (2) hours in continuous duration, and which is not due to Company's testing or adjusting, to the negligent or willful acts of the Customer, or to the failure of channels and/or equipment provided by the Customer, the Customer is eligible for a service credit. An adjustment or refund shall be made a) automatically if the service interruption lasts for more than forty-eight (48) hours after being reported to the Company and the adjustment or refund exceeds one dollar (\$1.00) in amount; or b) upon Customer's oral or written request, if the service interruption lasts twenty-four (24) to forty-eight (48) hours after being reported to the Company and the adjustment or refund exceeds one dollar (\$1.00) in amount.

Before notifying Company of any service interruption, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer, not within the Customer's control, and/or is not in the wiring or equipment, if any, furnished by the Customer and connected to the facilities of the Company.

- 2.7.2. For purposes of calculating the service credit under this provision, every month shall be considered to have seven hundred twenty (720) hours, and the applicable credit shall be calculated according to the following formula:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours

B = total monthly charge for affected facility

2.8. Restoration of Service

- 2.8.1. The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specify the priority system for such activities.

Section 2 - RULES AND REGULATIONS (cont'd)

2.9. Payments and Billing

- 2.9.1. Service is provided on a monthly basis, which is defined as "from the billing date up to and including the next billing date". The minimum service period is the first month (30 days) after the initial installation of service. Thereafter, the rates are prorated. The Customer is responsible for the payment of all charges for services furnished by the Company during the minimum service period and thereafter for all services furnished by the Company in the future.
- A. Each customer bill will clearly state the dates of service and the date on which payment is due.
 - B. The Company will, upon customer request, extend a payment period proportionately if a bill contains two (2) or more months charges which as not been previously billed to the customer.
- 2.9.2. All monthly recurring service charges will be billed in advance. All bills will be due and payable upon receipt. A bill becomes delinquent if it not paid within ten (10) days after the mail date. All delinquent accounts will be sent a late notice and assessed a five dollar (\$5.00) per month late notice fee.
- A. If the due date of any bill falls on a weekend, legal holiday, or another day when the Company office, or appointed agents office is unavailable to receive payment, the due date will be extended to the next business day.
 - B. If a customer makes a partial payment for the purpose of avoiding suspension of basic local service, payment will be first credited to local service charges starting with the oldest charge.

Section 2 - RULES AND REGULATIONS (cont'd)

2.9 Payments and Billing (cont'd)

- 2.9.3. Bills are payable by credit card, ACH Debit, cashier's check, money order, personal check or cash. Payments that are rejected by the paying agent (credit card issuers or financial institutions) will be subject to return payment processing fees. The Company may, at its sole discretion, resubmit a rejected payment up to two (2) times after the initial rejection.
- 2.9.4. The Company may appoint an agent to provide billing and collection service.
- 2.9.5. Customer questions, complaints, and disputes regarding billing or service provided by the Company may be referred to the Company's customer service department in writing at 2405 E. Pawnee, Wichita, KS or by calling (866) 685-8100. This information is available on all billing statements.

In the event a Customer is unable to resolve a dispute with the Company, all Customers are requested to contact:

Kansas Corporation Commission
Office of Public Affairs and Consumer Protection
1500 S.W. Arrowhead Road
Topeka, KS 66604
Email: public.affairs@kcc.ks.gov
8:00 am to 5:00 pm at
785.271.3140 (Topeka) or 1.800.662.0027

Section 2 - RULES AND REGULATIONS (cont'd)

2.9 Payments and Billing (cont'd)

2.9.6 **Billing Content** - All customer bills (or invoice) shall include the following information:

- A. a detailed listing of services provided
 - i. if service includes bundled services, a listing of the services included in the bundle;
 - ii. if long distance is included, a call listing will be included detailing the date, time and number called. Unlimited plans will not contain this listing;
 - iii. any credits or adjustments to the current billing statement
- B. all Government Taxes, Fees and Surcharges will be clearly identified. These charges can include, but is not limited to; Subscriber Line Charge, Federal Universal Service Fund, Local Number Portability, and Federal Tax. Charges can also include; city and county taxes, city franchise fee, Kansas Universal Service Fund and 911 taxes and fees;
- C. detail of any billing adjustments or credits;
- D. unpaid balance due charges, which is any amounts from a previous billing that remains unpaid at the time of the new billing cycle.
- E. total amount due for service for the current billing period.

Section 2 - RULES AND REGULATIONS (cont'd)

2.9 Payments and Billing (cont'd)

2.9.7 Deniable and Non-deniable charges will be clearly designated separately from regular local services. Deniable charges represent charges that non-payment can result in suspension or loss of service. Non-deniable charges represent charges for items that will not result in suspension or loss of service.

2.9.8 If requested and at no extra charge, the customer may choose an alternative form of billing (example: electronic billing). If the customer chooses an alternative form of billing and requests a paper copy; one paper copy per billing period will be provided.

2.9.9 Third-party and collect calls will be billed to the third party or the customer accepting the collect call. Originating phone numbers will not be billed for third party or collect calls after the Company has been billed the third-party or the customer accepting a collect call.

1. In cases of fraud, the customer will be subject to these charges.

2.9.10

2.10. Deposits

2.10.1. The Company will not require a deposit from any Customer.

2.11. Cancellation by Customer

2.11.1. Customers may cancel by providing notice, either in writing to 2405 E. Pawnee, Wichita, KS 67211 or by calling (866) 685-8100. The Customer shall remain liable for any charges incurred prior to the time such cancellation becomes effective.

2.11.2 The Company acknowledges that customers have the right to switch providers without providing notice. However, customers cannot hold the Company liable for billing errors that result directly from a customer changing providers without notifying the Company or requesting that their assigned phone number be ported.

Section 2 - RULES AND REGULATIONS (cont'd)

2.12. Disconnection, Suspension or Cancellation by the Company

- 2.12.1. Service may be discontinued or temporarily suspended by the Company, without notice to the Customer, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk. Charges for reconnection of blocked or suspended service are included in Section 4 of this tariff.
- 2.12.2. Without incurring liability, the Company may discontinue the provision of service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services:
- A. Upon ten (10) days' written notice, for nonpayment of any regulated sum due the Company;
 - B. For violation of any of the provisions of this tariff or any applicable service contract;
 - C. For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's services;
 - D. By reason of any order or decision of a court, public service commission, or federal regulatory body or other governing authority prohibiting the Company from furnishing its services; or
 - E. In the event that the Company's underlying Carrier(s) no longer provides the Company with services necessary for the Company to provide the services offered herein.
 - F. Customer abandons service.
 - G. In the event a customer obtains or attempts to obtain service through fraudulent means with the intent to avoid payment.
 - H. In the event the Company can reasonably show that the customer misrepresented his or her identity for the purpose of obtaining service.

Section 2 - RULES AND REGULATIONS (cont'd)

2.12. Disconnection, Suspension or Cancellation by the Company (Cont'd)

- 2.12.3. A Customer whose service has been suspended due to nonpayment may restore service prior to actual disconnection by paying any past-due amount plus the restoral fee in Section 4.1.6.
- 2.12.4. A new Customer or a Customer whose service has been disconnected due to nonpayment must satisfy all past-due balances before new service is connected. New service is subject to the activation fee and other charges in Section 4.1.6.
- 2.12.5. Every reasonable effort shall be made to restore service on the same day the cause of suspension or disconnection has been remedied. In any event, restoration of service shall be ordered no later than the next business day after the day the customer requests the service be restored.

Section 2 - RULES AND REGULATIONS (cont'd)

2.13. Interconnection

- 2.13.1. Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company or Carrier. Any special interface of equipment or facilities necessary to achieve computability between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.13.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

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Rick Laham, President
2405 E. Pawnee
Wichita, KS 67211

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Section 2 - RULES AND REGULATIONS (cont'd)

2.14 Service Disconnection Restrictions and Rules

2.14.1 If the Company finds it necessary to suspend or disconnect service for any reason, as outlined in Section 2.12; the following conditions shall apply:

A. Notice

1. The Company will notify the Customer in writing ten (10) days prior to suspending, disconnecting or cancelling service.
 - a. Suspension, disconnection or canceling of service may be immediate if; the Customer has requested it, the Customer has abandoned services, a dangerous condition exists, a safety issue which may adversely affect any persons or there is unauthorized interference with or fraudulent use of services.
2. Notice of Suspension, disconnection, or cancellation of services will be mailed separately from any regular billing, advertisements or billing inserts. Notice mailing will be considered complete once delivered by the U.S. Postal Service.
3. Notices will contain the following information:
 - a. Name, billing address and account number(s) of the subscriber being suspended, disconnected or cancelled.
 - b. Clear statement of the charges and the reason for suspension / disconnection, and the terms under which suspension / disconnection can be avoided.
 - c. Notification that suspension / disconnection may be delayed or avoided upon Customer payment arrangement(s) for any monies not in dispute which are currently due.

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2405 E. Pawnee
Wichita, KS 67211

Section 2 - RULES AND REGULATIONS (cont'd)

2.14 Service Disconnection Restrictions and Rules (Cont'd)

B. Restrictions

1. Service will not be suspended or disconnected for the following reasons:
 - a. Failure of the customer to pay for concurrent service at a separate premise. Unpaid balances will be transferred to remaining account if service is disconnected from additional location(s).
 - b. Failure of the customer to pay for a different class or type of service received at the same location unless the usage of the remaining service substantially increase. The company may transfer unpaid balance(s) to customer's remaining account at the same location.
 - c. Failure of customer to pay a disputed billing statement or portion of a billing statement if all undisputed charges are paid and current.
 - d. Failure of customer to pay for non-deniable charges.
 - e. Customer files for bankruptcy, except as permitted under the United States Bankruptcy Code 11 U.S.C.A. § 366.

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Section 2 - RULES AND REGULATIONS (cont'd)

2.14 Service Disconnection Restrictions and Rules (Cont'd)

B. Restrictions (Cont'd)

- f. Failure of customer to pay any unpaid balance(s) that are no longer collectible under state or federal law, except:
 - i. the relevant statute of limitations has run, the Company may suspend, disconnect or deny new service with an outstanding arrearage with the Company if the Company pursued relief or debt recovery through the applicable court system.
 - ii. the relevant statute of limitations has run, the Company, for a period of three (3) years after the expiration of said limitations; the Company may suspend, disconnect, or deny new service to any customer with an outstanding arrearage with the Company and the Company has documented collections efforts during the statute of limitations.
- g. If suspension or disconnection would be dangerous to the health/safety of the customer or resident of the customer's premises where service is provisioned. The Company may require the Customer provide proof of medical condition, age or stated disability. Proof may extend to providing the Company with medical providers written certification.
- h. If Customer is unable to pay for service in accordance with requirements of the billing statement, the Company will allow payment in reasonable installments or postpone suspension or disconnection of service for no less than twenty-one (21) days to allow Customer to make reasonable installment payment arrangements.
- i. The Company may restrict access to long distance network(s) during a period of postponement or installment payment plans.

Section 3 - DESCRIPTION OF SERVICE

3.1. Local Exchange Service

3.1.1. Local exchange service provides a Customer with unlimited calling within the local calling area, including access to 911 and/or E911 Emergency Service if available in the Customer's area. The service provides for a Customer to place or receive calls to toll-free telephone numbers. Local exchange service does not include any long distance service or other toll or usage-sensitive service. A local exchange service Customer will be charged applicable monthly recurring and nonrecurring charges as specified in Section 4. Local exchange service rates do not include any federal, state or local taxes or surcharges and federal end-user surcharges.

3.2. Toll Restriction Service

3.2.1. At the Customer's request, the Company will provide Toll Restriction, which restricts access to toll charges and operator services charges. Toll restriction prevents the Customer from placing 1+ and 0+ dialed calls. The only calls the Customer may place are local exchange calls and toll free calls

3.3. Metro Line

3.3.1. Metro Line is an Extended Area Service (EAS) that provides a Customer with a calling area beyond the exchange without long distance or toll charges for a flat rate charge. The Company hereby incorporates by reference the EAS boundaries of the underlying carrier from which service are provisioned.

3.4. Inside Wire Maintenance

3.4.1. Inside Wire Maintenance is a Customer option that covers trouble location and repair of the wiring inside the Customer's premises used for the services purchased from the Company.

Section 3 - DESCRIPTION OF SERVICES (cont'd)

3.5. Lifeline Service

3.5.1. General Regulations

- A. Lifeline is a telecommunications service assistance program designed to provide eligible residential Customers with a reduction in the price of basic local exchange service. The purpose of this offering is to maintain and preserve universal service.
- B. Eligible Customers will receive an eleven dollars and twenty-seven cents (\$11.27) discount off the normal applicable tariffed rate for their local exchange service. Lifeline Customers shall receive credits in excess of the normal applicable tariffed rate for their local exchange service.
- C. Applicants shall not be provided assistance for more than one (1) basic residential access line in the state. An applicant for Lifeline Service may report only one (1) address in the state as the principal place of residence.
- D. All charges, either recurring or nonrecurring, for any service or feature other than Lifeline Service as described herein, shall be billed at the tariff rate.
- E. Lifeline Service shall not be available on a retroactive basis.
- F. The FCC Approval Line Charge, also known as the End User Common Line (EUCL) charge does not apply to Lifeline Customers.

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2405 E. Pawnee
Wichita, KS 67211

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Section 3 - DESCRIPTION OF SERVICES (cont'd)

3.5. Lifeline Service (Cont'd)

3.5.2. Eligibility Requirement

- A. Lifeline Service will be provided to an applicant who provides proof of his or her participation in one of the following programs:

Temporary Assistance to Families
Food Stamps
General Assistance
Supplemental Security Income (SSI)
Food Distribution Program
Medicaid
National School Lunch Program's free lunch
Income at or below 150% of the federal poverty level

- B. Upon verification of the applicant's criteria stated above, the Company will begin providing the appropriate reduction. Lifeline Service billing will not be implemented or continued unless telephone service arrangements are and remain within the Lifeline Service criteria specified above.
- C. Lifeline Service Customers who have met the eligibility criteria specified will remain eligible for a period of twelve (12) months from the date of certification. Recertification is required annually or at any time the qualifying criteria change.
- D. Lifeline Service Customer will be converted to standard residential service rates once they no longer qualify for Lifeline Service. No service change will apply to this change in service.

Section 3 - DESCRIPTION OF SERVICES (cont'd)

3.6. Directory Assistance Service

3.6.1. Local Directory Assistance is furnished upon Customer request for assistance in determining telephone numbers. The Customer may request a maximum of two (2) listings per call. A charge (as specified in Section 4.2.) will apply to each call to Directory Assistance, except that calls made to Directory Assistance by Customers who have received Company certification as being unable to use a telephone directory will be exempt from the Directory Assistance charge.

Section 4 - RATES AND CHARGES

4.1. Local Exchange Service Rates and Charges

	<u>Monthly</u>
4.1.1. Call Control Options	
Caller ID (name and number)	\$8.00
Call Return	\$4.00
Call Blocker	\$4.00
Call ID Blocker	\$4.00
4.1.2. Optional Calling Features	
Automatic Redial	\$4.00
Three-Way Calling	\$4.00
Call Forwarding	\$4.00
Speed Dial	\$4.00
Call Waiting	\$4.00
Anonymous Call Rejection	\$4.00
Call Waiting ID	\$4.00
Unpublished Number	\$4.00
Call Forward Busy (Call Wave)	\$4.00
Additional Number (Distinctive Ring)	\$4.00
Call Trace	N/C
4.1.3. Optional Features Plus	\$10.00
Includes all Call Control Options	
4.1.4. Buy one (1) feature get two (2) free	\$10.00
Includes call waiting & call waiting ID	
4.1.5. Call Waiting and Call Waiting ID	\$5.00

Section 4 – RATES AND CHARGES (cont'd)

4.1. Local Exchange Service Rates and Charges (Cont'd)

	<u>Monthly</u>	<u>Nonrecurring</u>
4.1.6. Move or Reconnection Fee		\$20.00
4.1.7. Account Change		\$10.00
4.1.8. Voice Mail		
Residential	\$ 6.00	
Business	\$14.95	
4.1.9. Telebranch	\$25.00	
4.1.10. Repair Issues		
Inside Wire Maintenance (Residential)	\$ 3.00	
Inside Wire Maintenance (Business)	\$ 5.00	
Trip Charge		\$45.00
Demark Testing		\$15.00
Digital Wiring conversion		\$25.00
Service call (per half hour)		\$20.00
4.1.11. Metro Line	\$15.00	

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Section 4 - RATES AND CHARGES (cont'd)

4.2. Directory Assistance Service Rates and Charges

4.2.1. Operator Assistance	<u>Per Call</u>
Name and Number listing requests (per call)	\$1.50
Operator Assisted Phone Calls (per call)	\$4.50
National 411 information requests (per call)	\$2.50

4.3. Local Exchange Service

	<u>Monthly</u>	<u>Non-Recurring</u>
4.3.1. Residential Single Line	\$36.26	\$20.00
4.3.2. Business Single Line	\$39.90 ¹	\$20.00
4.3.3. LifeLine Residential	\$24.99	\$10.00

4.4. Miscellaneous Charges

4.4.1. Late Notice Fee	\$5.00
4.4.2. Return Check Fee	\$30.00

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Rick Laham, President
2405 E. Pawnee
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Section 5 - DEMONSTRATIONS AND PROMOTIONS

5.1. Demonstration of Service

5.1.1. From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a specified period of time, not to exceed thirty (30) days. Demonstration of service, type, duration and quality of service provided will be at the Company's discretion.

5.2. Promotions

5.2.1. The Company may from time to time make special promotional service offerings designed to attract new Customers or to promote existing services. Such promotional offerings shall be limited to specific dates, times (not to exceed one (1) year in duration), and/or locations.

Section 6 - CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS

6.1. Contracts

6.1.1. The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

6.1.2. Services provided under contract are not eligible for any promotional offerings that may be offered by the Company from time to time.

6.2. Individual Case Basis Arrangements

6.2.1. Arrangements will be developed on an individual case basis ("ICB") in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. Copies of said ICB arrangements will be filed with the Commission.

Exhibit 10

Code of Conduct Agreement

Telecommunications Carrier Code of Conduct
Kansas Corporation Commission

As a provider of telecommunications services in the state of Kansas, Applicant, by and through its undersigned officer, commits to comply with the following:

- If applying for certification to provide local telecommunications service, provide:
 - Access to 911 and E911 services;
 - White page directory listings;
 - Access to telephone relay services;
 - Access to directory assistance;
 - Access to operator services;
 - Kansas Lifeline service discounts;
 - Link-Up service discounts (via the federal program);
 - Equal access to interLATA long distance carriers;
 - Free blocking of 900- and 700-type services
 - Interconnection on a nondiscriminatory basis with other local exchange carriers
- If requesting Eligible Telecommunications Carrier (ETC) designation, provide all applicable federal Lifeline discounts.
- Follow all applicable Commission rules and regulations, including but not limited to, billing practice standards as set out in the October 5, 2010 order in Docket No. 06-GIMT-187-GIT and subsequent billing practice standards approved by the Commission.
- Local exchange and competitive local exchange carriers will follow quality of service standards as set out in an order dated May 23, 2008 in Docket No. 95-GIMT-047-GIT and subsequent billing standards approved by the Commission.
- Maintain required registration with the Office of the Kansas Secretary of State. To contact the Kansas Secretary of State: Memorial Hall, First Floor, 120 SW 10 Ave., Topeka, KS 66612-1594 (785) 296-4564 or www.kssos.org.
- File annual reports with the Commission in accordance with K.S.A. 66-123.
- Pay all assessments due to the Commission and/or the Citizen's Utilities Ratepayer Board (CURB) pursuant to K.S.A. 66-1501, 66-1502, 66-1503, and 66-1504.
- File reports and pay assessments to the Kansas Universal Service Fund (KUSF) as set forth in K.S.A. 66-2008(a) and the Commission's December 27, 1996 Order in Docket No. 94-GIMT-478-GIT. KUSF instructions and remittance forms may be obtained online at www.gvnm.com/usf/kansas/index.htm.

- A competitive local exchange carrier wishing to discontinue service shall notify customers and the Commission in accordance with Order No. 7 in the Commission's Docket No. 01-GIMT-649-GIT. An inter-exchange carrier providing service in Kansas wishing to discontinue service shall notify customers in accordance with FCC regulations.
- Promptly notify the Commission of any change of address and contact information.
- Treat each customer equally to all other similarly situated customers, free of prejudice or disadvantage.
- Respect customers' right to select different telecommunications services and vendors.
- Administer procedures to prevent deceptive and unfair marketing practices aimed at potential or existing customers.
- Protect customers' right to privacy, by safeguarding records and personal information against unauthorized use.
- Respond to consumer complaints or inquiries submitted by Commission Staff thoroughly and quickly.

Verification

I, Rick Laham, of lawful age, and being first duly sworn, now state: As President of Lifeline Phone Service, Inc I am authorized to and do hereby make the above commitment. Further, I acknowledge that failure to comply with the above commitments or other lawful requirements of the Commission will subject Applicant to potential fines, penalties, revocation of certification, or other sanctions and remedies.

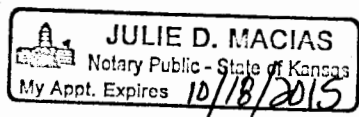
Rick Laham

Subscribed and sworn to before me on this 14th Day of March, 2012

Julie D. Macias

Notary Public

(10-25-04)



PAUL H. GARDNER

ATTORNEY AT LAW

801 W. Vesper

Blue Springs, MO 64015-3733

TEL. 816-224-3005 FAX 816-229-9196

CELL 816-678-4707 E-Mail: lkgardner@hotmail.com

Received
on

MAR 23 2012

by
State Corporation Commission
of Kansas

March 22, 2012

Executive Director
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, KS 66604-4027

RE: Application of Lifeline Phone Service, Inc. for a Certificate of Convenience and Authority to provide local exchange telecommunications service on a resold basis within the State of Kansas.

Dear Executive Director:

Lifeline Phone Service, Inc. hereby submits the enclosed Application, seeking authority to operate as a reseller of local exchange service within the State of Kansas. An original and eight (8) copies are provided. Please date stamp one copy and return it to the undersigned.

Should there be any questions or additional information required, please do not hesitate to contact me at (816) 224-3005. Thank you!

Sincerely,



Paul H. Gardner
KS Bar #22851

PHG/cm
Enclosures

CHECK # 1458
\$250.00
CLEC