TITLE SHEET

KENTUCKY TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service for Telecommunications Services furnished by BEAVER TELECOM LLC with principal offices at 1509 McDuffie Street, Houston, Texas 77019. This tariff applies for services furnished within the state of Kentucky. This tariff is on file with the Kentucky Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

1. Concurring Carriers – None
2. Connecting Carriers – None
3. Other Participating Carriers - None

CHECK SHEET

The Sheets of this tariff are effective as of the date shown at the bottom of the respective sheets. 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.

Sheet Revision Sheet Revision

1 Original *
2 Original *
3 Original *
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5 Original *
6 Original *
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* Denotes

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TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially; however, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i)
2..1.1.A.1.(a)I.(i).(l)

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 sheets 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 (*). There will be no other symbols used on this sheet if these are the only changes made to it (*i.e.*; the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

SYMBOLS

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

(D) Delete or Discontinue
(I) Change Resulting in an Increase to a Customer's Bill
(M) Moved 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

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

1.1. Definitions

The Company - Used throughout this tariff to mean TIMBERLINE SPECIALIZED MANAGEMENT LLC

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a subscriber's location to the Company's location or switching center.

Account Code - A numerical code, one or more of which are assigned to a customer to enable the Company to identify use of service on his account and to bill the customer accordingly for such service. Multiple account codes may be assigned to a customer to identify individual users or groups of users on his account.

Advance Payment: Part or all of a payment required before the start of service.

Alternate Billing - Payment arrangements for calls completed over the Company's network which are other than those billed directly by the Company to the originating line.

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications over the Company's network.

Bandwidth - The total frequency band, in hertz, allocated for a channel.

Common Carrier - A company or entity providing telecommunications services to the public.

Customer - The person, firm, corporation, or other entity that orders and/or utilizes telecommunications services from the Company. The Subscriber is the Customer in cases of presubscribed direct-billed service and exchange access service, whereas the End User is the Customer when alternative billing methods are chosen.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)
1.1. Definitions (Continued)
Customer Provided Equipment - Terminal equipment, as defined herein, provided by a customer.
Direct Billing - Payment arrangements for calls completed over the Company's network which are billed on a regular basis to the billing telephone number associated with the originating telephone number(s).
Exchange Access Service: Switched or Special Access to the Company's network by any Interconnecting Carrier for the purpose of originating or terminating communications.
Disconnection - The disconnection of a circuit, dedicated access line or port connection being used for existing service.
End User - The calling or called party using the services of the Company and therefore responsible for the associated charges.
Facility – Trunks, lines or other transmission media by which a common carrier originates and/or terminates interexchange messages to and/or from the exchange access network of the Company.
Holidays - the Company's recognized holidays are New Year's Day, Independence Day, Labor Day, Thanksgiving and Christmas.
Message Toll Service Charge – An incremental or measured charge assessed to the Customer on a call where such increment reflects a measure of the call's duration, such as one minute, six seconds, three minutes etc.
PIU: Percent Interstate Usage
Premises - The space designated by a customer as its place or places of business for termination of service, whether for its own communications needs or for its resale customers.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)

1.1. Definitions (Continued)
Service Agreement - A standard order form that includes all pertinent billing, technical, and other descriptive information pertaining to the Customer that will enable the Company to provide the communication service as required.
Special Access Service: Dedicated access between a Customer's Premises and another Point of Presence for the purpose of originating or terminating communications.
Subscriber - The person or legal entity that enters into direct billing arrangements for the Company's telecommunications services.
Switched Access Service: Access to the switched network of the Company for the purpose of originating or terminating communications.
Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, or other similar communications.
Time of Day - Day, as referred to in this tariff, shall mean 8:00 A.M. until 4:59 P.M., Monday through Friday; Evening shall refer to 5:00 P.M. until 10:59 P.M., Sunday through Friday, and all day on the Company recognized Holidays; Night/Weekend shall refer to 11:00 P.M. until 7:59 A.M., Sunday through Friday, all day Saturday, and from 12:00 A.M. until 4:59 P.M. Sunday, unless otherwise stated herein.

SECTION 2 – RULES AND REGULATIONS

2.1. Undertaking of the Company
This tariff contains the regulations and rates applicable to local resale telecommunications services provided by Company for telecommunications between points within the State of Kentucky. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall fie a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. Additionally, Company shall be responsible for the marketing practices of its contracted dealers and for their compliance with this provision. Company understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete local telecommunications traffic within the State of Kentucky. Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by Incumbent LECs throughout the state of Kentucky.
The Company concurs with the maps and legal descriptions filed with the Commission by each incumbent LEC in which its services are offered within the state of Kentucky.
2.1.1. The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services.
2.1.2. The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.
2.1.3. The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service as necessitated by conditions beyond its control without limitation; including lack of satellite or other transmission medium capacity; the revision, alteration or re-pricing of the Underlying carrier's offerings; or when use if service becomes or is in violation of the law or the provisions of this tariff.

SECTION 2 – RULES AND REGULATIONS (Continued)

2.2 Use of Service
2.2.1. Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2
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 by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
2.2.4. The Company's services are available for use 24 hours per day, seven days per week.
2.2.5. The Company does not transmit messages, but the services may be used for that purpose.
2.2.6. The Company's services may be denied for nonpayment of charges or for other violations of this tariff.
2.2.7. Customers shall not use the service provided under this tariff for any unlawful purpose.
2.2.8. The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

SECTION 2 – RULES AND REGULATIONS (Continued)

2.3. Liability of the Company
2.3.1. The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
2.3.2. The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
2.3.3. No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
2.3.4. The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the monthly service charge for the period during which the call was affected. No other liability in any event shall attach to the Company.
2.3.5. The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
2.3.6. The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
2.3.7. The remedies set forth herein are excluding and in lieu of all other warranties and remedies, whether express, implied, or statutory, **including without limitation implied warranties of merchantability and fitness for a particular purpose.**

SECTION 2 – RULES AND REGULATIONS (Continued)

2.4. Responsibilities of the Customer
2.4.1. The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
2.4.2. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
2.4.3. The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.
2.5. Cancellation or Interruption of Services
2.5.1. Without incurring liability, upon five (5) working days written notice to the Customer, where a 'working day' is defined as any day on which the company's business office is open and U. S. Mail is delivered, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
2.5.1.A. For non-payment of any sum due the Company for more than twentytwo (22) days after issuance of the bill for the amount due,
2.5.1.B. For violation of any of the provisions of this tariff,
2.5.1.C. For violation of any law, rule, regulations, policy of any governing authority having jurisdiction over the Company's services, or
2.5.1.D. By reason of any order or decision of a court, state or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.
2.5.2. Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff operation of Customer and the Company's equipment and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
2.5.3. The Customer may terminate service upon five (5) days written or oral notice for the Company's standard month-to-month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service.

SECTION 2 – RULES AND REGULATIONS (Continued)

2.6. Credit Allowance
The Customer will receive credit for service interruption beginning when the customer reports the interruption to the Company's Customer Service Department and end when service is restored to the demarcation point. Credits for interruptions that are reported during non-business hours are calculated in the same manner.
2.7. Restoration of Service
The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.
2.8. Deposit
The Company does not require deposits.
2.9. Payment and Billing
2.9.1. Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon the same date each month.
2.9.2. The Customer is responsible for payment of all charges furnished to the customer. Recurring charges are billed in advance. Usage and other nonrecurring charges are billed in arrears. The initial billing may, at the Company's option, also include one month's estimated usage during a month billed in advance.
2.9.3. All bills are presumed accurate and shall be binding on the customer unless objection is received by the Company either orally or in writing.
2.10. Collection Costs
In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company will be determined by the court.

SECTION 2 – RULES AND REGULATIONS (Continued)

2.11. Customer Complaints and/or Billing Disputes
Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:
BEAVER TELECOM LLC
466 Yorkshire
Houston, Texas 77079
877-374-8163
Any objection to billed charges should be reported to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. If over-billing of a subscriber occurs, due to Company error, the Company shall pay any interest on the amount over-billed.
All Customer complaints are subject to the jurisdiction of the Commission which may be contacted at the following address and telephone number:
State of Kentucky
Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602-0615
(502) 564-3940
(800) 772-4636 (toll-free in Kentucky)
2.12. Taxes
All federal, state and local taxes, assessments, surcharges and fees, including sales taxes, use taxes, gross receipts taxes and municipal utilities taxes are billed as separate line items and are not included in the rates quoted herein.
2.13. Late Charge
If the entire amount billed, exclusive of any amount disputed by the customer, is received by the Company after the payment date or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment charge will apply to the unpaid balance. The late payment charge will not exceed 10 percent (10%) of the first 30 dollars ($30.00) of the customer's bill and 2 percent (2%) of the remainder.

SECTION 3 – DESCRIPTION OF SERVICE

3.1. Computation of Charges
The total monthly charge for basic local service, with additional charges for custom calling features when applicable, is a fixed monthly amount and entitles subscribers to an unlimited number of calls to all exchange access lines within the local calling area.
3.2. Timing of Calls
The customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver. A call is terminated when the switch determines the calling party hangs up.
3.3. Calculation of Distance
Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are published in the Local Exchange Routing Guide by Telcordia.
Formula: (V1 - V2)2 + (H1 - H2)2
1 0

SECTION 3 – DESCRIPTION OF SERVICE (Continued)

3.4. General Description of the Company's Local and Long Distance Communications Services

3.4.1. Local Exchange Service

Local exchange service offered by the Company refers to the ability to make and receive telephone calls within the Customer's Local Calling Area as defined hereunder. Local exchange service, unless otherwise stated on a productspecific basis, also provides the customer access to operator services, directory assistance, interexchange carrier networks, and emergency service networks such as 911.

3.4.2. Custom Calling Features

In addition to Local Exchange Service as described above in 3.4.1., the Company may offer the following Custom Calling Features and services, subject to availability:

Call Waiting Call Trace
Call Forwarding Caller ID
Remote Access to Call Forwarding Anonymous Call Rejection
Three-Way Calling Call Waiting ID
Speed Calling Call Transfer Disconnect
Call Blocker Originating Line Screening
Priority Call 900/976 Blocking
Call Return Toll Blocking
Auto Redial Answer Supervision

3.4.2. Long Distance or Message Toll Service (MTS)

MTS service is a measured use, full time inbound or outbound service and is offered on a monthly basis utilizing communications facilities shared among multiple users. The individual customer's monthly charges for the use of such communications facilities are based upon the specific product selected and may be dependent upon time of day, the point of origin, the total minutes the customer utilizes such facilities and the distance of each call. The minimum charge shall be the applicable charge for one minute of use with use in excess of one minute during a call charged at the applicable rate per minute with the fraction, if any, of the last minute of each call rounded up to the next highest full minute, unless stated otherwise.

3.4.3. Special Promotional Offerings

From time to time the Company may provide certain special promotional offerings to its customers. These offerings may be limited to certain dates, times and locations.

SECTION 3 – DESCRIPTION OF SERVICE (Continued)
3.4. General Description of the Company's Local and Long Distance Communications Services (continued)
3.4.4. Discount Plans
The Company's services may be offered in conjunction with certain volume discount plans, which are based upon the Customer's total billed usage of the Company's network, or provided in exchange for certain network term commitments, or other stipulated conditions which may be described herein. Volume discount stages are determined by total dollar usage billed to an end user receiving such discount, including interstate and international usage. Recurring monthly charges, set up fees, installation costs or other such costs not directly applicable to the actual transmission of interexchange communications are not included in the volume discount, unless otherwise specified herein. Network term commitments refer to discounted usage charges that may be offered in consideration of certain contractual obligations regarding the Customer's service period. These discounts are non-transferable and do not necessarily apply to additional services as may be requested by the Customer beyond the terms of the discounted commitment. Discounts as described in this tariff apply only to those services described in this tariff.

SECTION 4 – CURRENT RATES

4.1. Local Exchange Service
4.1.1. Monthly Recurring Charges Monthly Rate
4.1.1.A. Residential – Post Paid
1. Basic $29.00
2. Enhanced $39.00
3. Unlimited $49.00
4.1.1.B. Residential – Prepaid
1. Basic $39.95
2. Enhanced $49.95
3. Unlimited $59.95
4.1.1.C. Business
1. Basic $29.00
2. Enhanced $39.00
3. Unlimited $49.00
4.1.2. Local Exchange Service Non-Recurring Charges One Time Charge
1. Installation $0.00

SECTION 4 – CURRENT RATES (Continued)

4.2. Custom Calling Features
4.2.1. Monthly Recurring Charges
Residential Commercial
SERVICE Pre-Paid Post-Paid Business
Call Waiting $6.00 $6.00 $6.00
Call forwarding $6.00 $6.00 $6.00
Selective Call Forwarding $6.00 $6.00 $6.00
Simultaneous Call Forwarding $6.00 $6.00 $6.00
Call Forwarding - Busy Line $6.00 $6.00 $6.00
Call Forwarding - No Answer $6.00 $6.00 $6.00
Call Forwarding - Busy/No Answer $6.00 $6.00 $6.00
Remote Access to Call Forwarding $6.00 $6.00 $6.00
Three Way Calling $6.00 $6.00 $6.00
Speed Calling - 8 $6.00 $6.00 $6.00
Speed Calling - 30 $6.00 $6.00 $6.00
Call Blocker $6.00 $6.00 $6.00
Priority Call $6.00 $6.00 $6.00
Call Return $6.00 $6.00 $6.00
Auto Redial $6.00 $6.00 $6.00
Call Trace $6.00 $6.00 $6.00
Caller ID $6.00 $6.00 $6.00
Calling Number Delivery $6.00 $6.00 $6.00
Calling Name Delivery $6.00 $6.00 $6.00
Calling Name & Number Delivery $6.00 $6.00 $6.00
Anonymous Call Rejection $6.00 $6.00 $6.00
Call Waiting ID Options $6.00 $6.00 $6.00
Call Transfer Disconnect $6.00 $6.00 $6.00
Originating Line Screening $6.00 $6.00 $6.00
900/976 Blocking $6.00 $6.00 $6.00
Toll Blocking $6.00 $6.00 $6.00
Answer Supervision $6.00 $6.00 $6.00

SECTION 4 – CURRENT RATES (Continued)

4.2. Custom Calling Features
4.2.2. Non-Recurring Charges Installation, per feature: $15.00
4.3. Long Distance
Calls billed in full minute increments. First minute of use rounded up to full minute.
Rate per minute: $0.08
4.4 Fees and Surcharges
Quoted rates do not include fees or surcharges.
4.4.1. Lifeline Support Charge
Each line will incur an $0.08 per line per month Kentucky Lifeline Support Charge
4.4.2. TRS/TAP Surcharges
Each line will incur a $0.04 per line per month Kentucky TRS/TAP Surcharge.

BEAVER TELECOM, LLC

Customer Name Invoice #
Customer Address Date of Invoice: July 1, 2009
Customer No.: Date Mailed: July 1, 2009
Current Inv Period: 7/1-7/31/09

Previous	$0.00
Balance	$0.00
Payments	$0.00
Received	$0.00
Late	$0.00
Charge Adjustments	
Balance	$0.00
Forward	$0.00
Current	$0.00
Charges	$0.00

Total
Amount Due $0.00

A late payment charge of 1.5% applies to any portion of the bill not paid before the next month's bill.

Current Charges:

Monthly Service Charges	$0.00
Other Charges and Credits	$0.00
Surcharges, Taxes and Regulatory Fees	$0.00
TNA Sales Tax	$0.00
Total Current Charges:	$0.00
Total Amount Due:	$0.00

Submit Payment to: Beaver telecom, LLC
5271 Memorial Drive, Suite 200
Houston, Texas 77007
Due
Date
Amount
Paid
7/31/09
PLEASE INCLUDE INVOICE NUMBER ON PAYMENT

The following pages provide billing detail for the charges listed. If you have any questions or complaints, call us at 866-362-6663. Beaver telecom, LLC is regulated by the Kentucky Public Service Commission.

BEAVER TELECOM, LLC

Detail of Monthly Service Charges

Customer Order Number:
TSM Circuit Number: TSM _____
Originating Location:
Terminating Location:
Description: 10Mb/s Ethernet 7/1 through 7/31/09 Amount: $0.00
Total: $0.00

How Your Charges are Billed

Your bill includes two types of service charges:

1. Regulated Service Charges – Charges for basic telephone service such as dial tone line and local usage, local exchange services such as Call Waiting and Call Forwarding, Federal Subscriber Line Charge, Federal Universal Service Fund Surcharge, and associated services and installation charges that are regulated by the State Corporation Commission. Failure to fully pay these charges as well as the charge for basic bundled service may result in the disconnection of the service and/or your dial tone.
2. Non-Regulated Charges – Charges for services such as Long Distance Toll, Voice Mail, Broadband services, DirecTV, and other services not regulated by the State Corporation Commission.

Past Due Balances Current Charges Totals
Regulated .00*

* State regulations require BEAVER TELECOM LLC to identify which charges you must pay to ensure that your basic local telephone service is not suspended. To avoid suspension of your telephone services, you must pay any past due balances immediately.
Your local exchange services, including basic telephone service or a basic bundle may not be disconnected for failure to pay other services such as Caller ID or Voice Mail. However, nonpayment of such services may result in their disconnection and the loss of any stored messages.