

# The Helein Law Group, LLC

Telecommunications  
E Commerce  
Technology  
Corporate & Finance  
Trademarks  
Proprietary Rights  
Complex Litigation  
General Business Law

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May 4, 2004

Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399

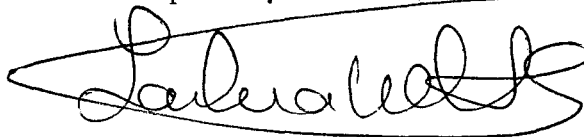
Re: Zoom-I-Net Communications, Inc., dba ZinTel  
Application and Request for Authority

Dear Sir or Madam:

On behalf of Zoom-I-Net Communications, Inc., d/b/a ZinTel enclosed please find their Interexchange Company Registration Form and initial tariff.

An extra copy of this letter and filing is enclosed to be date-stamped and returned to the undersigned in the pre-addressed, postage-paid envelope provided. Should any questions arise, kindly contact the undersigned.

Respectfully submitted,



Loubna W. Haddad  
Regulatory Counsel

Enclosures

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*Original Tariff forwarded to CUP*

DOCUMENT NUMBER-DATE

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# ORIGINAL

## IXC REGISTRATION FORM

Company Name: Zoom-i-Net Communications, Inc.

Florida Secretary of State Registration No.: G04076900019

Fictitious Name(s) as filed at Fla. Sec. of State: ZinTel

Company Mailing Name: Zoom-i-Net Communications, Inc.

Mailing Address: P.O. Box 542  
Central Square, New York 13036

Web Address: www.zintelco.com

E-mail Address: mail@zintelco.com

Physical Address: 198 N. Ridge Drive  
Central Square, New York 13036

Company Liaison: C.K. Carney

Title: President

Phone: 888-826-7837

Fax: 888-826-7907

E-mail Address: mail@zintelco.com

Consumer Liaison to PSC: Luis V. Cipriani

Title: Vice President/Treasurer

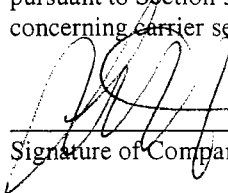
Address: 198 N. Ridge Drive  
Central Square, New York 13036

Phone: 888-826-7837

Fax: 888-826-7907

E-mail Address: mail@zintelco.com

My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.

  
\_\_\_\_\_  
Signature of Company Representative

Luis Cipriani  
\_\_\_\_\_  
Printed/Typed Name of Representative

2/24/03  
\_\_\_\_\_  
Date

DOCUMENT NUMBER - DATE

05188 MAY-5 3

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TELECOMMUNICATIONS SERVICES TARIFF

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TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Zoom-I-Net Communications, Inc., d.b.a. ZinTel, with principal offices at P. O. Box 542, Central Square, NY 13036. This tariff applies to services furnished within Florida. This tariff is on file with the Florida Public Service Commission, where copies may be inspected, during normal business hours.

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ISSUED: May 5, 2004

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ZOOM-I-NET COMMUNICATIONS, INC., D.B.A. ZINTEL  
P. O. Box 542  
Central Square, NY 13036

TELECOMMUNICATIONS SERVICES TARIFFCHECK SHEET

Sheets 1 through 40 inclusive of this tariff are effective as of the date(s) shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date at the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original*	22	Original*
2	Original*	23	Original*
3	Original*	24	Original*
4	Original*	25	Original*
5	Original*	26	Original*
6	Original*	27	Original*
7	Original*	28	Original*
8	Original*	29	Original*
9	Original*	30	Original*
10	Original*	31	Original*
11	Original*	32	Original*
12	Original*	33	Original*
13	Original*	34	Original*
14	Original*	35	Original*
15	Original*	36	Original*
16	Original*	37	Original*
17	Original*	38	Original*
18	Original*	39	Original*
19	Original*	40	Original*
20	Original*		
21	Original*		

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TELECOMMUNICATIONS SERVICES TARIFF

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TELECOMMUNICATIONS SERVICES TARIFF

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TELECOMMUNICATIONS SERVICES TARIFF

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SYMBOLS

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

- (D) - Discontinued rate or regulation
- (I) - Increase in rate
- (M) - Moved to/from another tariff location
- (N) - New rate or regulation
- (R) - Reduction in rate
- (T) - Change in text only

ABBREVIATIONS

Eve - Evening  
N/W - Night and Weekend

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**TELECOMMUNICATIONS SERVICES TARIFF**

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**TARIFF FORMAT**

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. 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 sheets 14 and 15 would be 14.1.
- B. **Sheet 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 PSC. For example, 4th Revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the PSC follows in its tariff approval process, the most current sheet number on file with the PSC is not always the tariff sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is 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)(1).

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TELECOMMUNICATIONS SERVICES TARIFF

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TARIFF FORMAT (Cont'd)

- D. Check Sheets - When a tariff filing is made with the PSC, 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 the Check 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 file with the PSC.

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TELECOMMUNICATIONS SERVICES TARIFF

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - A telephone line provided by local exchange carriers which connect a telephone or other communications device at a customer's location to Zoom-I-Net Communications, Inc., d.b.a. ZinTel's underlying carrier's telecommunications network switching center(s).

Authorization or Account Code - A numerical code of four to eleven digits, one or more of which codes are available to a customer to enable the customer to lawfully connect its communication devices for the purpose of accessing the telecommunications networks of Zoom-I-Net Communications, Inc., d.b.a. ZinTel's Underlying Carrier, and which thereby are used to prevent unauthorized network access and to identify the customer and its calling volumes for billing purposes.

Carrier or Company - Zoom-I-Net Communications, Inc., d.b.a. ZinTel

Customer - The person, firm, corporation, end user or other entity which orders or uses services and is responsible for the payment of charges.

Holidays - New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

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TELECOMMUNICATIONS SERVICES TARIFF

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

PSC - Florida Public Service Commission ("Commission").

Rate Center - The point of interconnection of local exchange facilities providing access from the originating and terminating locations of a call to the long distance network of the Company's Underlying Carrier and the point from which a customer's traffic is rated and billed.

Regular Billing - The standard bill sent in the normal billing cycle. This billing consists of one bill for each account assigned to a subscriber.

Service Agreement - Company's standard form for the ordering and acceptance of a customer's request for and commitment to take Company's service offerings pursuant to this tariff.

Timely Payment - Payment on a customer's account made on or before the due date.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of customer telecommunications traffic within Florida.

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TELECOMMUNICATIONS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Company

Company undertakes to provide only those designated Services as are furnished under the terms and subject to the conditions and customer payment of the applicable rates of this tariff for communications originating and terminating within Florida.

The Company's Services are available to its customers twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the facilities of Company's Underlying Carrier and the provisions of this tariff.

2.2.2 Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control, including without limitation, for customer non-payment of charges; or when the customer's use of a service becomes or is in violation of the law or the provisions of this tariff.

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TELECOMMUNICATIONS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 Limitations (cont'd)

- 2.2.3 The Services provided under this tariff are subject to the direct and exclusive control of the Company. No one may alter or affect the Services nor transfer or assign its use of the Services without the express written consent of the Company, which consent may be withheld, without limitation, by Company in its sole discretion at any time such alteration, effect, transfer or assignment would result in an interruption of the Services or a change in the customer's location to which the Services are to be provided.
- 2.2.4 In the event prior written permission from the Company is given for 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 for service.
- 2.2.5 Calls may be originated in equal access areas only (FGD) and Carrier's minimum call completion rate is 95%.

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TELECOMMUNICATIONS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liabilities of the Company

2.3.1 Company has no liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission or call processing of customer's communications traffic by the Underlying Carrier. The Company's liability for such damages occurring in the course of furnishing the Company's Services but not caused by its gross negligence or willful misconduct or that of its employees or agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which such mistakes, interruptions, omissions, delays, errors, or defects in the Company's furnishing of its Services occur.

2.3.2 Acceptance of the provisions of Section 2.3.1 by the Commission does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law; but the recognition that as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefore, so it is the duty of the courts to determine the validity of the exculpatory provisions of Section 2.3.1.

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TELECOMMUNICATIONS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liabilities of the Company (cont'd)

2.3.3 Company shall be indemnified and held harmless by the customer against:

- A. Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content of a customer's communications traffic;
- B. Claims for patent infringement arising from a customer's use of its equipment, facilities or systems with the Company's Services; and
- C. All other claims arising out of any act or omission of the customer in connection with any service provided by Company.

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TELECOMMUNICATIONS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Interruption of Service

2.4.1 Credit allowance for the interruption of service is subject to the general liability provisions set forth in Section 2.3.1 herein. Customer shall receive no credit allowance for interruption of service due to Carrier's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is claimed.

Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission within customer's control, or is not in wiring or equipment, if any, furnished by the customer in connection with the Company's Services.

2.4.2 No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.

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TELECOMMUNICATIONS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Interruption of Service (cont'd)

- 2.4.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of Company or in the event Company is entitled to a credit for the failure of the facilities of Company's Underlying Carrier used to furnish customer's service.
- 2.4.4 No credit shall be allowed:
- A. For failure of services or facilities of customer; or
  - B. For failure of services or equipment caused by the negligence or willful acts of customer.
- 2.4.5 Credit for an interruption shall commence after customer notifies Company of the interruption or when Company becomes aware thereof, and ceases when service has been restored.
- 2.4.6 Before customer notifies Company of an interruption, customer shall make reasonable attempts to ascertain that customer, a third party, or its or their actions and/or equipment is/are not the cause thereof.
- 2.4.7 Credits are applicable only to that portion of service interrupted.

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TELECOMMUNICATIONS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Interruption of Service (cont'd)

2.4.8 For purposes of credit computation, every month shall be considered to have 720 hours.

2.4.9 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

2.4.10 The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:     Credit =  $\frac{A}{720} \times B$

"A" =     outage time in hours

"B" =     total monthly charge for  
          affected facility

2.5 Restoration of Service

The use and restoration of service shall be administered by the Underlying Carrier in accordance with the Rules and Regulations of the Florida Public Service Commission.

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TELECOMMUNICATIONS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax and so forth) are listed as separate line items and are not included in the Company's scheduled rates.

2.7 Establishment and Reestablishment of Credit

2.7.1 Company reserves the right to examine the credit record and check the references of all applicants and customers.

2.7.2 Negotiations of customer's advance payment shall not itself obligate the Carrier to provide Services or continue to provide Service, if a later check of applicant's credit record is, in the opinion of the Carrier, contrary to the best interest of the Carrier.

2.8 Advance Payments

2.8.1 At the time an application for Service is made, an applicant may be required to pay an amount equal to up to one months' service charge and/or the service connection charges which may be applicable. The amount of the first month's service is credited to the customer's account on the first bill rendered.

2.9 Deposits

Company will not collect deposits from customers.

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TELECOMMUNICATIONS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.10 Rendering and Payment of Bills

2.10.1 Customer bills are issued monthly. The customer will receive its bill on about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the customer. Each bill contains monthly recurring charges billed in advance, usage charges billed in arrears, and the last date for timely payment.

2.10.2 Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of the Carrier or an agency authorized to receive such payment. All charges for Service are payable only in United States currency. Payment may be made in cash, check, money order or cashier's check.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.10 Rendering and Payment of Bills (cont'd)

2.10.3 Customer payments are considered prompt when received by Company or its agent by the due date on the bill. The due date is ten (10) days after the bill is rendered and is designated by the due date on the customer's bill. The customer shall have at least 25 days from the rendition of a bill to timely pay the charges stated.

2.10.4 However, if a customer's service has been discontinued within the past 12 months or if the customer incurs usage charges during a billing period which are equal to at least 200% of the amount of the customer's advance payment, payment may be demanded for the usage charges by a telephone call to the customer followed by written notification of such demand sent by first class mail. If the usage charges remain unpaid for five days from the rendition of written notification or a mutually established late payment arrangements date or 30 days from the date of the bill, the usage charge will be deemed delinquent. Charges deemed delinquent may be subject to the lesser of either a late payment charge of 1-1/2% per month or such other amount allowed by law. This amount will be assessed from the date payment was due.

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TELECOMMUNICATIONS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.10 Rendering and Payment of Bills (cont'd)

2.10.5 The Carrier is not responsible for local telephone charges incurred by the customer in gaining access to the carrier's network.

2.10.6 A bill shall not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, except charges for collect calls, credit card calls, third party calls and "Error File" calls (those which cannot be billed due to the unavailability of complete billing information to the Company), which shall have a six-month backbilling period. In cases of toll fraud, a backbilling period of no more than three years applies.

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TELECOMMUNICATIONS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.11 Disputed Bills

- 2.11.1 Any disputed charge must be brought to Company's attention by written notification within 30 days of the customer's receipt of the bill upon which the disputed charge appears.
- 2.11.2 In the case of a billing dispute between the customer and the Carrier which cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, as described in Section 2.10, or the service may be subject to disconnection.
- 2.11.3 The customer may request an in-depth investigation into the disputed amount and a review by a Company manager within 30 days of the disputed bill's billing date.
- 2.11.4 If the customer and Company still disagree about the disputed amount after the investigation and review by a manager of the Carrier, the customer may appeal to the Florida Public Service Commission for its investigation and decision.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.12 Discontinuance of Service by Customer

- 2.12.1 A customer may have Service discontinued upon 10 days' written notice to the Carrier. Notices will be deemed received upon actual receipt by the Carrier. Customers remain responsible for payment of all bills for services furnished.
- 2.12.2 If a customer cancels its order for Service before the service begins, a \$20.00 charge will be levied upon the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by the corporation.
- 2.12.3 No minimum or termination charge will apply if Service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the customer.
- 2.12.4 After the termination date, subscribed customers will be held responsible for any charges incurred thereafter if the customer continues to use the Company's services because it has not selected an alternative long distance carrier or the local exchange carrier has not yet transferred service to the alternative carrier.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.13 Discontinuance of Service by Carrier

2.13.1 Company follows the appropriate state PSC requirements concerning termination or discontinuance of service to customers.

2.13.2 Company may discontinue Service under the following circumstances, provided that unless otherwise stated, the customer shall be given five (5) days' notice to comply with any rule or remedy any deficiency.

2.13.3 (i) Nonpayment of any sum due to Company for service more than 21 days beyond the date of the invoice for such service. In the event Company terminates service for nonpayment, the customer will be liable for all reasonable costs of collection including court costs, expenses paid to a collection service over and above the amount outstanding due, other expenses, and actual attorney's fees.

(ii) A violation of, or failure to comply with, any regulation governing the furnishing of service.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.13 Discontinuance of Service by Carrier (cont'd)

2.13.3 (cont'd)

- (iii) An order from a court or from another government authority having jurisdiction which prohibits Company from furnishing service.
- (iv) In the event that the customer supplied false or inaccurate information of a material nature in order to obtain service.
- (v) Any violation of the conditions governing the furnishing of service.
- (vi) For lack of use by the customer for three full billing cycles.

2.13.4 Service may be refused or disconnected in the event of unauthorized fraudulent, or illegal use. Company may disconnect Service for this reason after sending written notice by certified mail to the customer's last known address.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.14 Restoration of Service by Customer

2.14.1 The customer may restore service by full payment in any reasonable manner including by personal check. However, Company may refuse to accept a personal check if a customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$20.00 charge for restoration of service after disconnection.

2.15 Employee Concessions

There are no employee concessions.

2.16 Timing of Calls

Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. Chargeable time for all calls ends when one of the parties disconnects from the call. There are no billing charges applied for incomplete calls.

2.17 Discounts for Hearing Impaired Customers

Intrastate toll message rates for TDD users, which is communicated using a telecommunications device for the deaf (TDD) by properly certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, shall be evening rates for daytime calls and night rates for evening and night calls.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.18 Operation of Telecommunications Relay Service

Pursuant to Florida Rule 25-4.160 (1), for intrastate toll calls received from the relay service, each local exchange and interexchange telecommunications company billing relay call will be discounted by 50 percent of the applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the applicable rate for voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)2.19 Dispute Resolution

Any dispute arising from or relating to this tariff, that is not resolved according to published and applicable regulatory process, for example, those rules governing challenges to Company's authorization to serve as your primary interexchange carrier, shall be resolved through mediation between Company and customer within 30 days of Company's receipt of the dispute. If the dispute is not resolved by mediation, the dispute at the customer's option may be submitted to binding arbitration before a neutral arbitrator. If customer does not choose to arbitrate, Company at its option may provide customer with a refund or credit of the full amount of the charges outstanding at the time Company receives notice of the dispute. Upon customer's receipt of the credit or refund, the dispute will be resolved and by such respective actions, Company and customer mutually release and forever hold harmless the other from any further liability or claims with respect to the dispute. Nothing herein shall be construed to prevent customer from first seeking relief from the appropriate regulatory agency.

If arbitration is undertaken, each party shall contribute equally to the cost thereof and no award in favor of customer shall conflict with the limitations of liability provisions of this tariff.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Usage Based Services/Timing of Calls

The Company's charges are based on the usage of Company's services, plus any special features and/or service options, if any. Charges begin when the calling and called stations are connected. Charges cease when either the terminating or originating point goes on hook.

3.2 Distance Sensitivity

The Company's charges are distance insensitive.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.3 Basic Services

Carrier's Basic Services are switched equal access outbound services using standard equal access dialing (1+NPA+NXX+XXX) to place interLATA and intraLATA calls from customer premises to points located within Florida, the rates of which are flat rate based on usage and switched equal access inbound services using standard equal access dialing (1+800+NXX+XXX or 1+888+NXX+XXX). Rates and charges for Carrier's Basic Residential and Business Services are set forth in Section 4.

3.4 Operator Service

Standard operator services and operator assistance services are not offered by Company but are available from its Underlying Carrier subject to the rates and charges of that Carrier.

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SECTION 3 - DESCRIPTION OF SERVICES(Cont'd)

3.5 Emergency Calls

911 and similar emergency calls are routed by the Company's underlying carrier. No billing applies to emergency calls.

3.6 Location of Service

The Company's service is available statewide and is not intended to be limited geographically.

3.7 Directory Assistance

The Company offers standard directory assistance.

3.8 Calculation of Mileage

Company's current services are not distance sensitive. Charges tariffed on a distance sensitive basis will be based on the airline distance between rate centers located within Florida. The distance between rate centers is determined by applying the vertical and horizontal coordinates associated with the rate centers involved as set forth in AT&T's Tariff F.C.C. No. 10.

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SECTION 4 - RATES4.1 Description of Rates

Services are available to subscribers under the following rate plans. Calls in each rate plan are billed in increments with minimum billing increments as specified. No charge is made for an uncompleted call.

4.2 Time of Day Optional Calling Plan.

Company's Time of Day Optional Calling Plan offers 1+ calls featuring rates based on the jurisdictional nature of the call and is available under this combination offering across the country served with equal access. Rates are time-of-day sensitive but distance insensitive. Billing is in full minute increments and are rounded to the next full minute increment. A monthly recurring charge and other charges apply. See, Section 4.11, Miscellaneous Charges, following. Total call usage is aggregated and rates applied based on the jurisdictional destination of the call at the following rates. You may select the better rate that fits your calling patterns.

For the first and each additional minute or fraction thereof, the following recurring charges apply.

## Day Rates:

For calls terminating in-state between 9:00 am and 5:00 pm	\$ 0.07
With calls terminating in-state between 5:01pm and 8:59 am	0.12

Monthly Recurring Fee	4.95
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## Night Rates:

For calls terminating in-state between 9:00 am and 5:00 pm	\$ 0.12
With calls terminating in-state between 5:01pm and 8:59 am	0.07

Monthly Recurring Fee	4.95
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SECTION 4 - RATES (Cont'd)4.3 The Nickel Plan.

Company's Nickel Plan offers 1+ calls feature rates that are time-of-day and distance insensitive and are available to all areas with equal access. Billing is in full minute increments and are rounded to the next full minute increment. A monthly recurring charge and other charges apply. See Section 4.11, Miscellaneous Charges, following.

For the first and each additional minute or fraction thereof, the following recurring charges apply.

All Time Periods:	\$ 0.05
Monthly Recurring Fee:	9.95

4.4 The Lucky 7 Plan

The Lucky 7 Basic Plan provides 1+ interstate long distance service from customer premises with equal access local service. Calls are time-of-day and distance insensitive. Calls are billed in 60-second increments and rounded to the next whole 60-second interval. Other charges apply. See Section 4.11, Miscellaneous Charges, following.

Initial 60 Seconds	Each Add'l 60 Seconds
\$0.07	\$0.07

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SECTION 4 - RATES (Cont'd)

4.5 The Lucky 7 Economy Plan

The Lucky 7 Economy Plan provides 1+ interstate long distance service from customer premises with equal access local service. Calls are time-of-day and distance insensitive. Calls are billed in 6-second increments and rounded to the next whole 6-second interval. One message unit applies per call. Other charges apply. See Section 4.11, Miscellaneous Charges, following.

Initial 6 Seconds	Each Add'l 6 Seconds	Message Units
\$0.007	\$0.007	\$0.19/call

4.6 The Lucky 7 Day/Night Plan

The Lucky 7 Day/Night Plan provides 1+ interstate long distance service from customer premises with equal access local service. Calls are time-of-day sensitive, but distance insensitive. Calls are billed in 60-second increments and rounded to the next whole 60-second interval. Other charges apply. See Section 4.11, Miscellaneous Charges, following.

9:00am to 4:59pm		5:00pm to 8:59am	
Initial 60 Seconds	Each Add'l 60 Seconds	Initial 60 Seconds	Each Add'l 60 seconds
\$0.07	\$0.07	\$0.14	\$0.14

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SECTION 4 - RATES (Cont'd)4.7 The Lucky 7 Night/Day Plan

The Lucky 7 Night/Day Plan provides 1+ interstate long distance service from customer premises with equal access local service. Calls are time-of-day sensitive, but distance insensitive. Calls are billed in 60-second increments and rounded to the next whole 60-second interval. Other charges apply. See Section 4.11, Miscellaneous Charges, following.

5:00pm to 8:59am		9:00am to 4:59pm	
<u>Initial 60 Seconds</u>	<u>Each Add'l 60 Seconds</u>	<u>Initial 60 Seconds</u>	<u>Each Add'l 60 Seconds</u>
\$0.07	\$0.07	\$0.14	\$0.14

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SECTION 4 - RATES (Cont'd)4.8 Lucky 7 Double/Down Plan

The Lucky 7 Double/Down Plan provides 1+ interstate long distance service from customer premises with equal access local service. Calls are time-of-day and distance insensitive. Calls are billed in 60-second increments and rounded to the next whole 60-second interval. The minimum service term under this plan is six (6) 30-day billing cycles. Rates are graduated downward for all calls over set volumes of usage up to 630 minutes (10 and one-half hours). The per minute rates for all minutes in excess of 630 repeats the cycle at 7 cents and declines in 70 minute increments up to the next segment of 630 minutes (e.g., 1260 minutes). The cycle repeats itself at each 630-minute segment for the 30-day billing cycle. Cancellation prior to the expiration of the Commitment Period incurs a flat \$25 termination charge. Administrative charges apply. See Miscellaneous Charges section following.

Call Volume	Initial 60 Seconds	Each Add'l 60 Seconds
1-70	\$0.070	\$0.070
71-140	0.065	0.065
141-210	0.060	0.060
211-280	0.055	0.055
281-350	0.050	0.050
351-420	0.045	0.045
421-630	0.035	0.035

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SECTION 4 - RATES (Cont'd)4.9 Lucky 7/20 Plan

The Lucky 7/20 Plan provides 1+ interstate long distance service from customer premises with equal access local service. Calls are time-of-day and distance insensitive. All calls are billed in 60-second increments and rounded to the next whole 60-second interval. See Miscellaneous Charges section, following.

<u>Initial 20 Minutes</u>	<u>Each Add'l 60 Seconds</u>
\$0.99	\$0.07

4.10 Calling Card Service – All Plans

Calling Card Service is billed in one-minute increments with a minimum billing increment of one minute at the following flat rate:

\$0.209/minute

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SECTION 4 - RATES (Cont'd)

4.11 Miscellaneous Charges

4.11.1 Returned check charge

Carrier charges a fee of \$20.00 or 5% of the amount of any check returned for insufficient funds, whichever is greater.

4.11.2 Promotions

Carrier promotions when offered must be approved by the FPSC. Such promotions will specify any changes reduced or waived; customers who are eligible for the promotion; the conditions of eligibility; and the starting and ending dates of the promotional offer. Customers promotional rates are limited to 90 days in any 12 month period.

4.11.3 Directory Assistance Charge

\$0.95/Call

4.11.4 Late Payment Charge

A late payment of 1.5% per month will be charged on any past due balance.

4.11.5 PIC Account Set Up Fee

The company will charge a one-time account set up fee of \$3.95/BTN.

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**SECTION 5 - PROMOTIONAL**

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