

TITLE PAGE
FLORIDA LOCAL EXCHANGE
TELECOMMUNICATIONS PRICE LIST
OF
LINKUP TELECOM, INC.

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Linkup Telecom, Inc. ("Linkup Telecom"), with principal offices at 293 N. Cherrypop Drive, Inverness, Florida 34453. This price list applies for services furnished within the State of Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

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Michelle Hendrix, President
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PRICE LIST FORMAT

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

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CHECK SHEET

Sheets 1 through 38 inclusive of this price list are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original price list and are currently in effect as of the date on the bottom of this sheet. (Z)

<u>Page</u>	<u>Number of Revision</u>	<u>Page</u>	<u>Number of Revision</u>
1	Original	30	1 st Revised*
2	Original	31	1 st Revised*
3	1 st Revised*	32	1 st Revised*
4	Original	33	1 st Revised*
5	1 st Revised*	34	Original
6	Original	35	1 st Revised*
7	Original	36	1 st Revised*
8	Original	37	1 st Revised*
9	Original	38	1 st Revised*
10	Original		
11	Original		
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22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	1 st Revised*		
29	Original		

*Denotes pages included with this filing

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Robert Williams, President
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1 GENERAL

1.1 Explanation of Symbols

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate
- (Z) – To signify a correction

1.2 Application of the Price List

- 1.2.1 This price list governs the Carrier's services that originate and terminate in Florida. Specific services and rates are described elsewhere in this price list.
- 1.2.2 The Company's services are available to residential and business customers.
- 1.2.3 The Company's service territory is consistent with that served by AT&T and Verizon.

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1.3 Definitions

- 1.3.1 "Carrier," "Company" or "Utility" refers to Linkup Telecom, Inc..
- 1.3.2 "Commission" means the Florida Public Service Commission.
- 1.3.3 "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.4 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.5 "Customer Dialed Calling Card Call" is a service whereby the End User dials all of the digits necessary to route and bill the call to a calling card.
- 1.3.6 "Operator Dialed Surcharge" is a charge applied to calls made when the End User dials "0" only or any valid company operator access code and requests that the operator dial the destination number.
- 1.3.7 "Operator Station Call" is a service whereby the caller places a non-Person-to-person call with the assistance of an operator (live or automated).
- 1.3.8 "Person-to-Person Call" is a service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department or office to be reached through a PBX attendant.
- 1.3.9 "Residential" customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.
- 1.3.10 "Service" means any telecommunications service(s) provided by the Carrier under this price list.
- 1.3.11 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

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1.3.12 "Switched Access" is a method for reaching the company through the local switched network.

1.3.13 "Third Party Billing" is a billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

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2 RULES AND REGULATIONS

2.1 Undertaking of the Company

Linkup Telecom provides resale and facilities-based local exchange services to Residential and Business Customers for communications originating and terminating within the State of Florida, under the terms of this price list.

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

- 2.2.1.1 The payment of all applicable charges pursuant to this price list;
- 2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.
- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect

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to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
- 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
- 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.
- 2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4 The Company's services (as detailed in this price list) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price lists or contracts which are applicable to such connections.

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2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this price list for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2.3 Liability of the Company

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

2.3.2 Service Irregularities

2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

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2.3.3 Claims of Misuse of Service

- 2.3.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.
- 2.3.3.2 The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

2.3.4 Defacement of Premises

- 2.3.4.1 The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

- 2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property,

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including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

2.3.6 Service at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

2.3.7 Warranties

2.3.7.1 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.3.7.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

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2.3.8 Limitation of Liability

- 2.3.8.1 Nothing in this price list shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.4 Application for Service

2.4.1 Minimum Contract Period

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

2.4.2 Cancellation of Service

- 2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

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2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

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

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

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

2.5 Payment for Service

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

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

2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

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Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

- 2.5.4 If the Company provides service under a term plan (1,3,5 years, etc.) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the customer, then the customer shall be notified 60 days in advance of the customer's current contract expiration date.
- 2.5.5 For a pre-paid local carrier, customers pay in advance the monthly flat rate charge for local service. Customers will be billed prior to the expiration of their current pre-paid service period. If payment is not received by the due date for the next pre-paid service period, service may be disconnected. While it is the Company's intent not to offer the customer usage sensitive services (including Directory Assistance), if the customer does incur usage sensitive charges, the customer will be billed as soon as practical and the customer may be disconnected if payment is not received as provided in Section 2.14.

2.6 Customer Deposits

- 2.6.1 Linkup Telecom does not collect customer deposits.
- 2.6.2 In order to establish credit, the carrier may require an applicant for nonresidential service to demonstrate good paying habits by showing that the applicant:
- 2.6.2.1 Was a customer of a Florida utility for at least 12 months within the preceding 2 years;
 - 2.6.2.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Florida;
 - 2.6.2.3 Did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and
 - 2.6.2.4 Did not fail, on more than two occasions during the last 12 months that service was provided, to pay a utility bill when it became due.

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- 2.6.3 The Carrier agrees to abide by the regulations associated with residential customer deposits.
- 2.6.4 In order to establish credit, a utility may require an applicant for residential service to demonstrate good paying habits by showing that the applicant:
 - 2.6.4.1 Was a customer of a Florida utility within the preceding 2 years;
 - 2.6.4.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Florida;
 - 2.6.4.3 Did not have service discontinued for non-payment of a utility bill during the last 12 months that service was provided; and
 - 2.6.4.4 Did not on more than two occasions during the last 12 months that service was provided, fail to pay a utility bill when it became due.
- 2.6.5 Deposits for establishment or reestablishment of credit will not be more than the estimated charge for service for 2 consecutive billing periods or 90 days, whichever is less.
- 2.6.6 Customer deposits shall be maintained in a bank located in Florida. Customers who make a deposit for service will receive interest, at a rate set on such deposit not less than the rate calculated by Commission rules.

2.7 Late Payment Charges

- 2.7.1 The Carrier agrees to abide by the regulations governing late payment charges.
- 2.7.2 Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.
- 2.7.3 The Company will consider delinquent and apply late payment charges on bills not paid within 20 days of the billing invoice date in the case of residential customers and within 15 days of the billing invoice date in the case of all non-residential customers.

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2.7.4 Late payment fees will be computed at a rate not to exceed 1.5% per month, for the two nominal billing intervals and may not exceed 5% of the total original unpaid charges.

2.8 Customer Complaints and Billing Disputes

2.8.1 Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.

2.8.2 Customers who are unable to resolve a billing dispute with the Company may contact the Commission by telephone at 1-800-342-3552 to intervene in the billing dispute.

2.8.3 The Company provides the following toll free number (888) 312-5313 for customers to contact the carrier.

2.8.4 The Company will not collect attorney fees or court costs from customers.

2.9 Allowance for Interruptions in Service

2.9.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service.

2.9.2 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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2.10 Taxes and Fees

- 2.10.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.10.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.10.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.11 Returned Check Charge

The charge for a returned check is \$25.00.

2.12 Directory Assistance Call Allowance

Residential customers shall receive four free directory assistance calls per month with two requests per call. Charges will not be levied for Directory Assistance on an individual who suffers from a physical or visual disability that precludes the use of a telephone directory.

2.13 Special Customer Arrangements

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

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2.14 Termination of Service:

2.14.1 Denial of Service Without Notice

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

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

2.14.2 Denial of Service Requiring Notice

- 2.14.2.1 The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:
 - 2.14.2.1.A **Non-compliance with Regulations.** For violation of or non-compliance with regulations, or for violation of or non-compliance with the Company's price lists on file with the Commission.
 - 2.14.2.1.B **Failure on Contractual Obligations.** For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Florida Public Service Commission.

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

2.14.2.1.D Non-payment of Bill.

2.14.2.1.D.1 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.

2.14.2.1.D.2 In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.

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

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

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

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2.14.3. Insufficient Reasons for Denial of Service

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

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

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

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

2.14.3.1.D Failure to pay directory advertising charges;

2.14.3.1.E Failure to pay an undercharge; or

2.14.3.1.F Failure to pay an outstanding bill that is over 7 years old, unless the:

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

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

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

(i) In a fictitious name,

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2.14.3. Insufficient Reasons for Denial of Service (Continued)

- (ii) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
- (iii) In the name of a third party without disclosing that fact or without bonafide authority from the third party, or
- (iv) Without disclosure of a material fact or by misrepresentations of a material fact.

2.14.3.2 This regulation applies to both residential and nonresidential classes of service.

PROVISION OF SERVICE AND FACILITIES

2.15 Unlawful Use of Service

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

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

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

2.15.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written

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finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.16 Interference with or Impairment of Service

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

2.17 Telephone Solicitation by Use of Recorded Messages

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

2.18 Incomplete Calls

2.18.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

2.19 Overcharge/Undercharge

2.19.1 Overcharge/undercharge provisions will be in accordance with Commission rules.

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

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3 DESCRIPTION OF SERVICES

3.1 Trial Services

- 3.1.1 The Company may offer new services from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

3.2 Promotional Offerings

- 3.2.1 The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval. The Company may file a promotional offering on one days notice to the Commission.

3.3 Individual Case Basis ("ICB") Offerings

- 3.3.1 The price list may not specify the price of a service in the price list as ICB. The Company may or may not have an equivalent service in its price list on file with the Commission, and the quoted ICB rates may be different than the rates in the price list. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

3.4 Customized Pricing Arrangements ("CPAs") Offerings

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

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4 RATES AND CHARGES

4.1 Local Exchange Service

The Company's local telephone service provides a Customer with the ability to connect to the underlying carrier's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access enhanced 911 Emergency Service (where available through the underlying carrier);
- access operator services (as specified in Section 3.3);
- place call to toll free 8XX telephone numbers.

The Company's service cannot be used to access interexchange carriers for interLATA, intraLATA, interstate, or international calling or access caller-paid information services (e.g., 900,976). All 1+, 0+, 0-, and other numbers used for caller-paid services will be blocked by the Company through the underlying carrier's switch.

4.1.1 Service Area

The Company's service area incorporates all geographic regions-and exchanges currently served by the following underlying carrier:

Throughout the AT&T and Verizon service area within the State of Florida.

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4 RATES AND CHARGES (Continued)

4.1 Local Exchange Service (Continued)

4.1.1 Service Area (Continued)

Local calling Areas: Exchanges and zones included in the local calling area for the Customer's exchange or zone may be found in the telephone directory published by the underlying carrier in the Customer's exchange area.

4.1.2 Local Line

- A. Standard Features: Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.
- B. Optional Features: A Local Line may order the following optional features, at the rate specified in Section 4.1.3

Custom Calling Package
Call Waiting
Call Forwarding
Three Way Calling
Calling Number ID
Non-Published Number

4.1.3 Local Line Rates and Charges

A Local Line Customer will be charged applicable Non-Recurring and Monthly Recurring Charges. Local Line charges will vary based on the underlying carrier providing facilities to the Company in the Customer's exchange.

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4 RATES AND CHARGES (Continued)

4.1 Local Exchange Service (Continued)

4.1.3 Local Line Rates and Charges (Continued)

Non-Recurring Charges

Set-Up Charge (local line) ¹	\$25.00	(R)	
Toll Limitation Service	\$3.49	(N)	(D)

Recurring Charges – Monthly

Call Waiting	\$ 5.00 (per line)		(D)
Call Forwarding	\$ 5.00 (per line)		
3 Way Calling	\$ 5.00 (per line)		
Return Call	\$ 5.00 (per line)	(N)	
Calling Number ID	\$10.00 (per line)		
Voicemail	\$10.00 (per line)	(N)	
Internet	\$14.95	(N)	(D)
TRS/TAP Support Charge	\$0.11 (per line)		
Toll Limitation Service ²	\$2.99	(N)	
Toll Block	\$3.22	(N)	

Basic Service	\$47.75 + taxes and surcharges	(N)
Lifeline Basic Service	\$35.00 + taxes and surcharges	
Premier Package (includes Caller Id, Call Waiting, and Call Waiting ID)	\$52.75 + taxes and surcharges	
Lifeline Premier Package (includes Caller Id, Call Waiting, and Call Waiting ID)	\$40.00 + taxes and surcharges	
Complete Package (INCLUDES CALLER ID W/NAME, CALL WAITING, CALLER WAITING ID, *69, 3-WAY, & CALL FORWARDING)	\$57.75 + taxes and surcharges	
Lifeline Complete Package INCLUDES CALLER ID W/NAME, CALL WAITING, CALLER WAITING ID, *69, 3-WAY, & CALL FORWARDING)	\$45.00 + taxes and surcharges	(N)

¹ The Company reserves the right to waive the Set-up charge. (T)

² Toll Limitation Service or Toll Block is provided for Lifeline customers at no charge.

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4 RATES AND CHARGES (Continued)

4.2 Directory Assistance

Customers will not have access to Directory Assistance.

4.3 Operator Assistance

Customers will have access to local operator services only within the limitations imposed by the presence of the underlying carrier's toll restriction and billed number screening services.

4.4 Directory Listings

The Company shall provide for a single directory listing in the telephone directory published by the underlying carrier in the Customer's exchange area.

- 4.4.1 In order for listings to appear in an upcoming directory, the Customer must subscribe to service from the Company in time to meet the directory-publishing schedule.
- 4.4.2 Directory listings are provided in connection with each Customer's service as specified herein:
 - A. Primary Listing: The listing shall include the first and last name of the Customer. The listing will also include the Customer's address.
 - B. Non-published Listings: A Non-published telephone number will be furnished at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and the directory assistance records.

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4 RATES AND CHARGES (Continued)

4.4 Directory Listings (Continued)

C. Non-Recurring Charges: Non-Recurring charges associated with Directory Listings are as follows:

Non-published number (per line no charge if included in Customer's original service order)	\$15.00	(R)
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D. Recurring Charges: Monthly Recurring charges associated with Directory Listings are as follows:

Non-published number	\$5.00	(I)
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4 RATES AND CHARGES (Continued)**4.5 Miscellaneous Fixed Non-Recurring Charges:**

Change Telephone Number (per line)	\$20.00	(R)
Transfer Account to New Address per line)	\$40.00	(R)
Reconnect Previous Customer (per line)	\$25.00	(R)
Extension Fee	\$5.00	(N)
Service Order Charge (plus cost of feature) (each time changes are made to a telephone number)	\$10.00	(R)

4.6 Miscellaneous Variable Non-Recurring Charges

For any incidental charges which appear on the Company's billing from the underlying carrier (e.g., directory assistance, call tracing, etc.), the charges are passed through to the Customer.

4.7 Emergency Services (Enhanced 911)

Allows Customers to reach appropriate emergency services including police, fire and hospital. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

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5 LIFELINE PROGRAM

5.1 General

(A) The Lifeline program is designed to increase the availability of telecommunications services to low income subscribers by providing a credit to monthly recurring local service for qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket No. 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket No. 96-45, which complies with the Telecommunications Act of 1996, and with the FCC's Lifeline Reform Order (FCC 12-11) in WC Docket No. 11-42. (N)

(B) Lifeline is supported by the federal universal service support mechanism.

(C) Federal support of nine dollars and twenty-five cents (\$9.25) is available for each Lifeline service and is passed through to the subscriber. An additional three dollars and fifty cents (\$3.50) credit is provided by the State. The total Lifeline credit available to an eligible customer in New Mexico is twelve dollars and seventy-five cents (\$12.75). The amount of credit will not exceed the charge for local service, which includes the access line, the Subscriber Line Charge and local usage. (C)

(D) Designated Services Available To Lifeline Customers:

- (1) Voice Grade Access to the Public Switched Network
- (2) Minutes of Use for Local Service
- (3) Access to Emergency Services
- (4) Toll Restriction at No Charge

(C)

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5 LIFELINE PROGRAM (Continued)

5.2 Regulations

(A) General

- (1) Reserved for Future Use.. (T)
- (2) One low income credit is available per household and is applicable to the primary residential connection only. The named subscriber's annual household income must not exceed 135% of the federal poverty guidelines or the subscriber must be a current recipient of any of the low income assistance programs identified in Section 5.3 following. (T)
- (3) A Lifeline customer may subscribe to any local service offering available to other residential customers. Since the Lifeline credit is applicable to the primary residential connection only, it may not be applied to multiple lines in a package for local service.
- (4) Toll blocking, if elected, will be provided at no charge to the Lifeline subscriber.

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5 LIFELINE PROGRAM (Continued)**5.2 Regulations (Continued)****(A) General (Continued)**

- (5) No deposit will be required of a Lifeline customer who subscribes to toll blocking. If a Lifeline customer removes toll blocking prior to establishing an acceptable credit history, a deposit may be required. When applicable, advance payments will not exceed the connection and local service charges for one month.
- (6) The Federal Universal Service Charge will not be billed to Lifeline customers.
- (7) Lifeline subscriber's local service will not be disconnected for non-payment of regulated toll charges. Local service may be denied for non-payment of local calls. Access to toll service may be denied for non-payment of regulated tolls.
- (8) At no time shall a customer's Lifeline rate go below zero.

5.3 Eligibility

- (A) Customers are eligible if they participate in at least one of the following programs:
Medicaid, Food stamps, Federal Public Housing Assistance, Supplemental Security Income, Low Income Home Energy Assistance Program, Temporary Assistance to Needy Families (TANF), or National School Lunch's free lunch program (NSL). Additionally, a customer with total gross annual income that does not exceed 135% of the federal poverty income guidelines may apply directly to the Florida Public Service Commission for Lifeline eligibility certification.
- (B) All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.

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5 LIFELINE PROGRAM (Continued)5.4 Certification

- (A) Proof of eligibility based on income or participation in any of the qualifying low income assistance programs should be provided to the Company at the time of application for services unless the Company has access to an eligibility database with which they can verify applicant's eligibility. Lifeline subscribers must complete and sign a Lifeline certification form. The Lifeline credit will not be established until the Company has received such signed document. If the customer requests installation prior to the Company's receipt of such signed document, the requested service will be provided without the Lifeline credit. When eligibility documentation is provided subsequent to installation, the Lifeline credit will be provided on a going forward basis. (T)
- (B) The Company reserves the right to periodically audit its records, working in conjunction with the appropriate state agencies, for the purpose of determining continuing eligibility. Information obtained during such audit will be treated as confidential information to the extent required under State and Federal laws. The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Lifeline plan.
- (C) When a customer is determined to be ineligible as a result of an audit, the Company will contact the customer. If the customer cannot provide eligibility documentation within 60 calendar days, the Lifeline credit will be discontinued. (T)

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5 LIFELINE PROGRAM (Continued)

5.4.1 General

- (A) Lifeline is provided as a monthly credit on the eligible residential subscriber's access line bill for local service.
- (B) Service Charges are applicable for installing or changing Lifeline service.
- (C) Reserved for Future Use. (T)
- (D) The Service Change Charge is not applicable when existing service is converted intact to Lifeline.
- (E) The total Lifeline credit consists of one federal credit plus one (1) Company credit
 - (1) Federal credit
Monthly Credit
All programs, one per Lifeline service \$9.25 (C)
 - (2) State credit
All programs, one per Lifeline service \$ 3.50

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5 LIFELINE PROGRAM (Continued)

5.5 Reserved for Future Use

(D)

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5 LIFELINE PROGRAM (Continued)

5.6 Reserved for Future Use

(D)

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