

June 15, 1993

930604-TI

Florida Public Service Commission Division of Records and Reporting 101 East Gaines Street Tallahassee, FL 32399-0870

Dear Sir:

Enclosed are an original and twelve (12) copies of Tele-Pro Communications Inc.'s Application form for Authority To Provide Interexchange Telecommunications Service Within The State of Florida. Please date-stamp and return the extra copy of the transmittal letter provided as proof of filing. An envelope with the return address and the appropriate postage is attached for this purpose.

Also enclosed is a check for \$250 made payable to the Florida Public Service Commission to cover the filing fee.

If plead or ruling is not in favor of applicant, please withdraw the application rather than reject the petition.

Your assistance in this matter is greatly appreciated.

The M. Diser

Sincerely,

Lee M. Wiser

President

Enclosures

** FLORIDA PUBLIC SERVICE COMMISSION **

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION

101 E. Gains Street
Fletcher Building
Tallahassee, Florida 32399-0866

APPLICATION FORM

for

AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE WITHIN THE STATE OF FLORIDA

Instructions

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In the case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have any questions about completing the form, contact:

Florida Public Service Commission Division of Communications Bureau of Service Evaluation 101 East Gaines Street Tallahassee, Florida 32399-0866 (904) 488-1280

E. Once completed, submit the original and twelve (12) copies of this form along with a non-refundable application fee of \$250.00 to:

Florida Public Service Commission Division of Administration, Room G-50 101 East Gaines Street Tallahassee, Florida 32399-0850 (904) 488-4733

FORM PSC/CMU 31 (4/91)
Required by Commission Rule Nos. 25-24.471,
25-24.473 & 25-24.480(2)

DOCUMENT TO DER-DATE

06643 JUN 21 8

This s an application for (chew one): (X) Original Authority (New Company) () Approval of Transfer (To another certificated company). () Approval of Assignment of existing certificate (To a noncertificated company). () Approval for transfer of control (To another certificated company). 2. The legal name of the applicant: Tele-Pro Communications Inc. Name under which the applicant will do business (fictitious name, etc.): Tele-Pro Communications Inc. National address (including street name & number, post office box, city, state and zip code). 1716 W. Main St. Suite 8G Bozeman, MT 59715 Florida address (including street name & number, post office box, city, state, zip code). None Structure of organization; (X) Corporation () Individual () Foreign Partnership () Foreign Corporation () General Partnership () Limited Partnership () Other, 7. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.

Applicant is a corporation.

(a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169 FS), if applicable.

Prov	ide	proof	of	comp.	liace	with	the	fictitious
name	sta	atute	(Cha	apter	865.09	9 FS)	, if	applicable.

Fictitious name registration number:

- (c) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:
 - (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.
 - (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.
- 8. If incorporated, Please give:
 - (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate charter Number: F93000002381

(b) Name and address of the company's Florida registered agent.

> Mike Prester 5029 Plantation Rd. Holiday, FL 34690

- (c) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been: List provides as Attachment F.
 - adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

None

(2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

None

- 9. Who will serve as liaison with the commission in regard to (please give name title, address and telephone number):
 - (a) The application;

Todd Lowe, President, Visiology, Inc. 4960 Mountain View Parkway Birmingham, AL 35244 (205) 980-8501

(b) Official point of Contact for the ongoing operations of the company;

> Lee M. Wiser, President 1716 W. Main St. (Suite 8G) Bozeman, MT 59715 (406) 585-8900

- (c) Tariff; Same as (b)
- (d) Complaints/ Inquiries from customers;

Mr. Dan Van Dyken 800-398-0337

- 10. List the states in which the applicant:
 - (a) Has operated as an interexchange carrier.

None. The Applicant is not an interexchange carrier.

(b) Has applications pending to be certificated as an interexchange carrier.

The Applicant has applications pending to be certificated to resell intrastate interexchange telecommunications services in the states of California, Idaho, Illinois, and Washington.

(c) Is certificated to operate as an interexchange carrier.

The Applicant has the authority to resell telecommunications in the states of Colorado, Michigan, Montana, Tennessee, Texas, Virginia, Utah, New Jersey, Oklahoma, and Oregon.

	(d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.
		None.
	(е) Has regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.
		None
	(f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.
		No
11.	The ap	plicant will provide the following interexchange r services (Check all that apply):
		MTS with distance sensitive per minute rates
		_ Method of access is FGA
		Method of access is FGB
		Method of access is FGD Method of access is 800
		MTS with route specific rates per minute Method of access is FGA Method of access is FGB Method of access is FGD Method of access is 800
		MTS with statewide flat rates per minute (i.e.
		not distance sensitive)
		_ Method of access is FGA
		Method of access is FGB Method of access is FGD
		Method of access is 800
		MTS for pay telephone service providers
		Block-of-time calling plan (Reach out Florida,
		Ring America, etc.)
	x	800 Service (Toll Free)
C /CM	II 31 /	4/91)

** APPENDIX A **

CERTIFICATE TRANSFER STATEMENT

NOT APPLICABLE

AFPENDIX B

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be responded to in one of the following ways (applicant please check one):

- (X) The applicant will not collect deposits nor will it collect payments for service more than one month in advance.
- () The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)

Lee M. Wiser

Typed name and signature of Owner or

Chief officer

President Title

June 15, 1993 Date

** APPENDIX C **

INTRASTATE NETWORK

1.	POP:	Address	where	located,	and	indicate	if	owned
	or le	ased.						

1) N/A

2)

3)

4)

2. SWITCHES: Address where located, by type of switch, and indicate if owned or leased.

1) N/A

2)

3)

4)

 TRANSMISSION FACILITIES: POP-to-POP facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

POP-to-POP

TYPE

OWNERSHIP

2) N/A

exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate (Appendix D).

Service may be provided from any exchange in the State of Florida.

5. TRAFFIC RESTRICTIONS: Please explain how the applicant will comply with the EAEA requirement contained in Commission Rule 25-24.471 (4) (a) (copy enclosed).

The Applicant resells telecommunication services provided by ALC Communications and services of AT&T, Sprint, and WilTel purchased through Mid-Com Communications. The underlying carriers are in compliance with Commission Rule 25-24.471 (4) (a).

- 6. CURRENT FLORIDA INTRASTATE SERVICES: Applicant has () or has not (X) previously provided intrastate telecommunications in Florida. If the answer is <u>has</u>, fully describe the following:
 - a) What services have been provided and when did these services begin?
 - b) if the services are not currently offered, when were they discontinued?

Typed name and signature of Owner or Chief officer

President

Title

June 15, 1993

Date

APPENDIX D

FLORIDA TELEPHONE EXCHANGES

AND

EAS ROUTES

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

Typed Name and signature of

Owner/Chief Officer

President

Title

June 15, 1993

Date

The Applicant plans to resell service to all exchanges in the State of Florida. All services are offered to all exchanges.

ATTACHMENT F

DIRECTORS, OFFICERS AND STOCKHOLDERS

Officers and Directors of	Tele-Pro Communications Inc.
Lee M. Wiser President, Director	1716 W. Main St. #8G Bozeman, MT 59715
Steve Wood Secretary/Treasurer, Director	(406) 585-8900

Name	Address	Shares		
Lee Wiser	1716 W. Main St. #8G	15,000	32.19%	
Steve Wood	Bozeman, MT 59715	15,000	32.19%	
Dennis Brown	Box 2093 Wolf Point, MT 59201	2,600	5.58%	
Jim Nepstad	3650 S. Federal Blvd. #138 Englewood, CO 80110	2,000	4.29%	
Bruce Sunwall	4941 Midland Rd. Billings, MT 59107	2,000	4.29%	
Sharon Cochran	Box 671 Livingston, MT 59047	2,000	4.29%	
William Shields	5715 Jackson Creek Rd. Bozeman, MT 59715	2,000	4.29%	
Stephen Forte	3220 Summer Cutoff Rd. Bozeman, MT 59715	2,000	4.29%	
William Jackson	Box 673 Livingston, MT 59047	2,000	4.29%	
Rackasauras, Inc.	423 Mountain View Dr. Bozeman, Mt 59715	2,000	4.29%	

ATTACHMENT G

EXPLANATION OF SALES COMMISSIONS

Commissions will be paid to Sales Agents. From time to time, the company may offer sales contests for sales agents.

ATTACHMENT I

PROPOSED TARIFF

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of long distance telecommunications services provided by Tele-Pro Communications Inc. with principal offices at 1716 W. Main St., Suite 8G, Bozeman, MT 59715. This tariff applies to services furnished within the State of Florida. This tariff 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.

Issued: June 14, 1993 Effective:

CHECK Sheet

Sheets 1 through 79 of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff.

Sheet	REVISION
1	Original Sheet
2	Original Sheet
3	Original Sheet
4	Original Sheet
5	Original Sheet
6	Original Sheet
7	Original Sheet
8	Original Sheet
9	Original Sheet
10	Original Sheet
11	Original Sheet
12	Original Sheet
13	Original Sheet
14	Original Sheet
15	Original Sheet
16	Original Sheet
17	Original Sheet
18	Original Sheet
19	Original Sheet
20	Original Sheet
21	Original Sheet
22	Original Sheet
23	Original Sheet
24	Original Sheet

Issued: June 14, 1993 Effective:

CHECK Sheet (continued)

Sheet	REVISION
25	Original Sheet
26	Original Sheet
27	Original Sheet
28	Original Sheet
29	Original Sheet
30	Original Sheet
31	Original Sheet
32	Original Sheet
33	Original Sheet
34	Original Sheet
35	Original Sheet
36	Original Sheet
37	Original Sheet
38	Original Sheet
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42	Original Sheet
43	Original Sheet
44	Original Sheet
45	Original Sheet
46	Original Sheet
47	Original Sheet
48	Original Sheet
49	Original Sheet
50	Original Sheet
51	Original Sheet

Issued: June 14, 1993 Effective: _____

CHECK Sheet (continued)

Sheet	REVISION
52	Original Sheet
53	Original Sheet
54	Original Sheet
55	Original Sheet
56	Original Sheet
57	Original Sheet
58	Original Sheet
59	Original Sheet
60	Original Sheet
61	Original Sheet
62	Original Sheet
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75	Original Sheet
76	Original Sheet
77	Original Sheet
78	Original Sheet
79	Original Sheet

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Effective:

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SYMBOLS

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

- D Delete Or Discontinue
- Change Resulting In An Increase To A Customer's Bill
- M Moved From Another Tariff Location
- N New
- R Change Resulting In A Reduction To A Customer's Bill
- T Change In Text Or Regulation But No Change In Rate Or Charge

TARIFF FORMAT

- A. <u>Sheet Numbering</u> 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. <u>Sheet Revision Numbers</u> 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 FPSC. For example, the 4th revised sheet 14 cancels the 3rd revised sheet 14.
- C. <u>Paragraph Numbering Sequence</u> There are five levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.
 - 2.1
 - 2.1.1
 - 2.1.1 (A)
 - 2.1.1 (A).1
- D. <u>Check Sheets</u> When a tariff filing is made with the FPSC, 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.

Issued: June 14, 1993 Effective:

ACS: ACS is an acronym for Automatic Conference Service.

Affinity Group: An Affinity Group is a social, professional, fraternal, or charitable group where the members of that group have a common interest.

Allnet: Allnet is short for ALC Communications Corp.

Business Customer: A Business Customer is a Customer who subscribes to the Company's service(s) in the name of business, trade, or profession.

Company: Company refers to Tele-Pro Communications Inc.

Customer: The Customer is a person or legal entity which subscribes to service from the Company and thereby assumes responsibility for the payment of charges and compliance with the Company's tariff regulations. A Customer is also referred to as a Subscriber.

Dedicated Access: If a Customer's location has a direct path to the network of the Underlying Carrier, it is considered Dedicated Access. When Dedicated Access is required to access the Company's services, the Customer is responsible for obtaining access. In telecommunications terminology, this is also referred to as special access.

Employees: The term employees refers to the employees of Tele-Pro Communications Inc. and all subsidiaries, affiliates, and any other groups designated by the Company.

FPSC: Florida Public Service Commission.

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Genesis™ is a trade mark of Mid-Com Communications Inc.

Infinity®: Infinity® is a registered trade mark of Mid-Com Communications Inc.

InfinityDirect®: InfinityDirect® is a registered trade mark of Mid-Com Communications Inc.

InfinityDirectPlus®: InfinityDirectPlus® is a registered trade mark of Mid-Com Communications Inc.

InfinityPlus®: InfinityPlus® is a registered trade mark of Mid-Com Communications Inc.

InterLATA Call: An interLATA call is any call that originates and terminates in a different LATA.

IntraLATA Call: An intraLATA call is any call that originates and terminates within the same LATA.

IXC: IXC is an acronym for Interexchange Carrier.

LATA: LATA is an acronym for Local Access Transport Area which is a geographic boundary within which the LEC provides communications services.

LEC: LEC is an acronym for Local Exchange Carrier which is the serving telephone Company providing local services to subscribers.

Mid-Com: Mid-Com is short for Mid-Com Communications Inc.

NPA: NPA literally stands for Numbering Plan Area but is more commonly referred to as an area code.

Issued: June 14, 1993 Effective:

NXX: NXX is the first three digits of the Customer's telephone number. N is a number between 2 and 9. X is a number between 0 and 9.

PBX: PBX is an acronym for Private Branch Exchange.

Plan AL: Plan AL is a provisioning option and means the Customer is provisioned via Underlying Carrier AL. Operator Toll Assistance calls are provided and branded by the Underlying Carrier and are direct billed by the Underlying Carrier in their own name.

Plan AT-SDN: Plan AT is a provisioning option and means the Customer is provisioned via Underlying Carrier AT. Operator Toll Assistance calls are provided and branded by the Underlying Carrier and are direct billed by the Underlying Carrier in their own name.

Plan AT-DNS: Plan AT-DNS is a provisioning option and means the Customer is provisioned via Underlying Carrier AT. Operator Toll Assistance calls are provided and branded by the Underlying Carrier but are direct billed by the Company.

Plan S: Plan S is a provisioning option and means the Customer is provisioned via Underlying Carrier S. The Underlying Carrier provides the service, brands the calls, but the Company direct bills the calls.

Plan W: Plan W is a provisioning option and means the Customer is provisioned via Underlying Carrier W. Operator Toll Assistance calls are provided and branded by the Underlying Carrier and are direct billed by the Underlying Carrier in their own name.

POP: POP is an acronym for Point-of-Presence and is the central office of the Underlying Carrier where the LEC hands off the traffic of the Company's Customers or where the Customer's digital facility interconnects with the Underlying Carrier.

Issued: June 14, 1993 Effective:

Residential Customer: A Residential Customer is a Customer who subscribes to the Company's service(s) in a non-business, trade, or professional name.

Subscriber: The Subscriber is a person or legal entity which subscribes to service(s) from the Company and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations. A Subscriber is also referred to as a Customer.

Switched Access: If the Customer's location has a transmission line that is switched through the LEC to reach the network of the Underlying Carrier's POP, the access is switched.

T-1.5 Access Line: A T-1.5 Access Line is a digital link between two points. This link transmits at speeds of 1.544 megabits per second.

Underlying Carrier: Underlying Carrier refers to the IXC that provides the long distance services the Company resells. The Company resells the services of Underlying Carriers AL, AT, S, and W.

Issued: June 14, 1993 Effective:

2.1 Undertaking of the Company

This tariff contains the description, regulations, and rates applicable to the offering of intrastate intraLATA and intrastate interLATA telecommunications services provided by Tele-Pro Communications Inc. with principal offices located at 1716 W. Main Street, Suite 8G, Bozeman, MT. The Company's services are furnished for communications originating and terminating at points within the State of Florida under terms of this Tariff. This Tariff governs the provision of switched message telephone services, directory assistance service, operator toll assistance, and conference calling within the State of Florida by resale of the services of facility-based carriers.

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of facilities and the provisions of this Tariff.
- 2.2.2 The Company reserves the right to discontinue offering service, or limit the use of service without liability when necessitated by conditions beyond its control, or when the Customer is using service in violation of the law or the provisions of this Tariff.
- 2.2.3 Prior written permission from the Company is required before any assignment or transfer of service which consent cannot be unreasonably withheld. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

Issued: June 14, 1993 Effective:

2.3 Liabilities of the Company

- 2.3.1 Conditions under which the Company may refuse or terminate service without liability include:
 - For non-payment of any sum for telephone service owing to the Company after five (5) days notice; or,
 - For insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, or pre-arranged account code numbers; or,
 - For any violation by a Customer related to the request for such service of either the provisions of this Tariff or any laws, rules, regulations, or policies provided five (5) days written notice is given before termination; or,
 - By reason of any order or decision of a court or other governmental authority which prohibits the Company from offering such service; or,
 - If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, or services.

In case of refusal to establish service, the Company shall notify the applicant in writing of the reason for such refusal.

- 2.3 Liabilities of The Company (continued)
 - 2.3.2 The Company's liability for any failure of performance hereunder due to causes beyond its control, including, but not limited to:
 - unavoidable interruption in the working of transmission facilities;
 - acts of God such as storms, fire, flood, or other catastrophes;
 - any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority;
 - national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or,
 - notwithstanding anything in this tariff to the contrary, the unlawful acts
 of individuals, including acts of the Company's agents and employees if
 committed beyond the scope of their employment

shall in no event exceed the initial period charge of the Company billing to the Customer for the period of service during which the impairment existed.

ssued:	June 14.	1993		Effective:	

- 2.3 Liabilities of The Company (continued)
 - 2.3.3 The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of offering service hereunder and not caused by the negligence or intentional acts of the Customer shall in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect in the course of offering service hereunder occurs, except in cases of willful misconduct by the Company.
 - 2.3.4 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
 - 2.3.5 The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the offering of services when such defacement or damage is not the result of the Company's negligence. The Subscriber shall indemnify and hold harmless the Company from any claim of the owner of the Subscriber's premises or other third party claims for such damages.
 - 2.3.6 No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization. The Subscriber will indemnify and hold harmless the Company from any claims of the owner of the Subscriber's premises or other third party claims for such damages.
 - 2.3.7 The Company is not liable for any damages the Subscriber may incur as a result of the unlawful use or use by an unauthorized person.

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- 2.3 Liabilities of The Company (continued)
 - 2.3.8 This service is furnished subject to the conditions that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes:
 - The use of the service of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for service;
 - The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain service by rearranging, tampering with, or making connection with any service components of the Underlying Carrier, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;
 - The use of the service of the Company for a message or messages, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another;
 - The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

2.3.9 Billing Disputes

Any objection to billed charges should be promptly reported to the Company. Adjustment to the Customer's bills shall be made to the extent that records are available and/or circumstances exist which indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

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- 2.3 Liabilities of The Company (continued)
 - 2.3.10 Consequential And Other Damages

The Company's liability shall be limited to that expressly assumed in Paragraph 2.3 hereof. The Company shall not be liable for any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, service provided hereunder, absent a determination of willful misconduct by judicial or administrative proceedings. With respect to any services provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and fitness for a particular purpose.

2.4 Use of Service

- 7 4.1 The Customer may not use any of the services offered by the Company under this Tariff for any unlawful purpose.
- 2.4.2 If the service is to be resold or rebilled, the subscriber must have a Certificate of Public Convenience and necessity as an interexchange carrier from the Florida Public Service Commission.

This provision does not prohibit an arrangement between the customer, authorized user, or joint user to share the cost of the service so long as the arrangement generates no profit for any participant in the arrangement.

2.5	Obligat	ions	of	the	Customer
more and		******			- cerieses

- 2.5.1 The Company shall be indemnified and held harmless by the Customer against:
 - Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Company;
 - Violation of any other literary, intellectual, artistic, dramatic, or musical right;
 - Violations of the right to privacy;
 - Claims of patent infringement arising from combining or connecting Company's facilities or the facilities of the Underlying Carrier with apparatus and systems of the Customer;
 - All lost or stolen credit cards except as described in Paragraph 2.6;
 - Any other rights whatsoever relating to or arising from message content or the transmission thereof;
 - All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.

- 2.5 Obligations of the Customer (continued)
 - 2.5.2 The Customer shall be responsible for the payment of all charges for services provided under this Tariff and for the payment of all excise, sales, use or other similar taxes that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff.
 - 2.5.3 Any objection to billed charges should be promptly reported to the Company. Adjustment to the Customer's bills shall be made to the extent that records are available and/or circumstances exist which indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.
 - 2.5.4 The Company's failure to provide or maintain service under this tariff shall be excused by the Customer for all circumstances beyond the Company's reasonable control.

- 2.5 Obligations of the Customer (continued)
 - 2.5.5 The Customer shall indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Paragraph 2.3 and arising in connection with the provision of service to the Customer, and shall protect and defend the Company from any suits or claims alleging such liability, and shall pay all expenses (including attorneys fees) and satisfy all judgements which may be incurred by or rendered against the Company in connection therewith.
- 2.6 Lost Or Stolen Credit Cards Or Authorization Codes

The Customer is responsible for all charges including all calls placed by use of Customer's assigned authorization or calling card code(s). Upon knowledge of facts which would alert a reasonable person to the possibility that an unauthorized person is using Customer's authorization or calling card code, the Customer shall alert and give notice to the Company of such facts. The Customer shall be excused from liability only with respect to calls placed after receipt of such notice by the Company.

2.7 Obtaining Service

2.7.1 Application for Service

To obtain service, the Company requires the Customer to complete an Application for Service which includes a letter of agency. The Customer must also establish credit.

2.7.2 Establishment of Credit

(A) Business Customer

The Company reserves the right to examine the credit record and check the references of all applicants and Customers. The Company may examine the credit profile/record of any applicant prior to accepting the service order or Customer's deposit. These shall not in themselves obligate the Company to provide services or to continue to provide services, if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interests of the Company.

(B) Residential

If the Customer bills via a major credit card or electronic bank transfer, no credit check is made. If the Customer bills via direct billing, the Customer's credit is checked according to Paragraph 2.7.2 (A).

Issued: June 14, 1993 Effective

- 2.7 Obtaining Service
 - 2.7.3 Customer Deposits

The company will not collect deposits.

Issued: June 14, 1993

Effective: _____

2.8	Rendering	and	Payment	of	Bills
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2.8.1 General

The Customer is ultimately responsible for payment of all charges for service provided by the Company.

2.8.2 Billing Period

The billing period is one month.

2.8.3 Rendering Bills

Bills are sent to the current billing address.

2.8.4 Payment of Bills

The due date will be disclosed on the bill. Checks should be made payable to the Company as named on the bill and are sent to the address as listed on the bill.

2.8.5 Late Charge

If a Customer's bill is not paid within fourteen (14) days from the invoice date, the Company imposes a late charge of 1.5% per month on the delinquent amount.

2.8.6 Return Check Charge

A fee of \$15 will be charged for each check returned for insufficient funds or account closed.

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2.9 Customer Service

Customer Service may be contacted in writing at Tele-Pro Communications Inc., 1716 W. Main Street, Suite 8G, Bozeman, MT. Customers may also contact Customer Service via an 800 number. Customer Service is available twenty four hours per day, 365 days per year.

2.10 Cancellation By Customer

2.10.1 General

Customers may cancel service only by giving a thirty (30) day written notice to the Company.

2.10.2 Customers With Switched Access

The Customer's service is canceled when the LEC changes the Primary Interexchange Carrier (PIC) code or when the Underlying Carrier cancels the service.

2.10.3 Customers With Dedicated Access

The Customer's service is canceled when the Underlying Carrier cancels the service offered by the Company or when the Customer's Dedicated Access facilities are moved to another IXC.

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2.11 Cancellation By Company

2.11.1 Non-Payment

(A) Customer Bills Via Credit Card Or Electronic Bank Transfer

On the first occurrence of the transaction being rejected, the Company will call the Customer to determine what caused the transaction to be rejected. If the Customer can resolve the problem within three (3) business days, the Company will resubmit the transaction to the credit card company or bank. If the Customer is unable to resolve the problem within three (3) working days, a notice of service terminations will be sent to the Customer.

If within a twelve month period there is a second occurrence of the transaction being rejected, the Company will immediately send a notice of service termination in a separate mailing.

(B) Customer Is Direct Billed

If payment for telephone service is not received within thirty (30) days from the invoice date, a termination notice is sent to the Customer.

2.11.2 Notice of Service Termination

A written notice of service termination will be sent to the Customer in a separate mailing five (5) days prior to service termination.

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2.12 Installation and Connection Charges

All Company services are interstate services with the Customer having the option of using the services to place intrastate calls. The Company does not assess charges for installations and connection of intrastate long distance services.

2.13 Taxes

In addition to the charges specifically pertaining to the Company's services, certain federal, state, and local surcharges, taxes and fees will be applied. These taxes, surcharges, and fees are calculated based upon the amount billed to the end user for the Company's intrastate services. All state and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.14 Transfer or Assignment

The Company's intrastate services may not be transferred or assigned to a new Customer unless the new Customer's credit is approved.

ssued: June 14, 1993	Effective:

2.15 Timing of Calls

2.15.1 General

Calls are timed by the Underlying Carrier that carries the call in accordance with its own tariff. The company does not charge for uncompleted calls.

2.15.2 00 or 0+ Calls Handled By The Operator Of The Underlying Carrier

- On station-to-station calls chargeable time begins when connections is established between the calling station and the called station, Miscellaneous Common Carrier, mobile radio system, or PBX system.
- On person-to-person calls, chargeable time begins when connection is established between the calling person and the particular person or station specified or an agreed alternate.
- Chargeable times ends when the calling station hangs up thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by the automatic timing equipment in the telecommunications network or by the operator of the Underlying Carrier.

2.15.3 1+ Calls Timed Via Underlying Carrier AL

Conversation time is defined as when two way communications between the calling and called party is possible. Calls will be measured from the time that the called party answers to the time that either the calling party or called party disconnects from the call, as indicated by answer supervision.

2.15 Timing of Calls (continued)

2.15.4 Calls Timed Via Underlying Carrier AT

(A) 1+ Calls

Chargeable time begins when connection is established between the calling station and the called station.

Chargeable time ends when the calling station "hangs up". If the called station "hangs up" but the calling station does not, chargeable time ends when the connection is released by the automatic timing equipment.

When the Company's services are directly connected to a Customerprovided communications system at the Customer's premises, chargeable time begins when a call terminates in, or passes through, the first Customer equipment on that Customer provided communications system.

(B) Optimus Credit Card

Calls are timed as indicated in Paragraph 2.15.4.

2.15.5 1+ Calls Timed Via Underlying Carrier S

Usage begins when the called party picks up the receiver and the local telephone company sends a signal to the switch which utilizes hardware answer supervision or software tone detection. A call is terminated when the calling party hangs up.

2.15 Timing of Calls (continued)

2.15.6 1+ Calls Timed Via Underlying Carrier W

A call is initiated when the called party answers and is terminated when the called party or calling party hangs up, whichever occurs first. The Underlying Carrier will determine that a call has been initiated upon answer supervision. Answer supervision is accomplished either by receiving a confirmation signal from equipment at the called end or, in the absence of such a signal, by audio detection when a ring or busy signal is not being received. In such cases, billing begins only after a minimum of 60 seconds has elapsed, when it is reasonable to assume the frequency monitoring device is deemed to have erred. The Company will provide an appropriate credit to a Customer billed for a call of short duration when the Customer billed for a call of short duration identifies that the call was not complete.

2.15.7 Debit Cards Calls

Debit Card calls are timed by Underlying Carrier W as indicated in Paragraph 2.15.6.

2.16 Minimum Call Completion Rate

A Customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 98% during peak use periods.

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2.17 Rate Period

2.17.1 General

Different rates may be applicable to a call at a different time of the day and on certain days of the week as specified in the appropriate rate schedule for that call.

2.17.2 Cipher 1 - Residential "Always Weekends" Option

The day rate period is 8:00 AM to 5:00 PM Monday through Friday. The weekend rate period is all other times.

2.17.3 All Other Services That Are Time-of-Day Sensitive

	Times Applicable			
Rate Period	From	To But Not Including	Days Applicable	
Day	8:00 AM	5:00 PM	Mon - Fri	
Evening	5:00 PM	11:00 PM	Sun - Fri	
Night	11:00 PM 8:00 AM 8:00 AM	8:00 AM 11:00 PM 5:00 PM	All days Saturday Sunday	

2.18 Mileage Measurements

2.18.1 General

Each rate center or POP has a unique set of assigned vertical and horizontal (V&H) coordinates which are used by the Underlying Carrier for calculating mileage. Calculation of mileage is in accordance with the V&H coordinate system.

2.18.2 Operator Toll Assistance

Rates for service between points are based on airline mileage between rate centers of the calling and called stations.

2.18.3 Other Mileage Sensitive Services

The distance is measured using the V&H coordinates associated with either the rate centers of the originating and terminating stations or the V&H coordinates associated with the originating and terminating POP of the Underlying Carrier. The type of access determines which V&H coordinates are used.

If a call is originated or terminated via Switched Access, the distance is measured using the V&H coordinates associated with the rate centers of the originating or terminating station. If the call is originated or terminated via Dedicated Access, the distance is measured using the V&H coordinates associated with the originating or terminating POP of the Underlying Carrier.

The rate for a call between access lines associated with stations that use the same central office is the rate for zero miles.

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2.19 Determination of Airline Mileage

2.19.1 Calls Mileaged By Underlying Carrier AT

For the purpose of determining airline mileage, vertical and horizontal grid lines have been established across the state. The spacing between adjacent vertical grid lines and between horizontal grid lines represents a distance of one coordinate unit. The unit is the square root of 0.1, expressed in airline miles. A vertical (V) and a horizontal (H) coordinate is computed for each rate center from its latitude and longitude location by use of appropriate mapprojection equations. A pair of V&H coordinates locates a rate center, for determining airline mileage, at a particular intersection of an established vertical grid line with an established horizontal grid line. The distance between any two rate centers is the airline mileage computed as explained as follows.

To determine the rate distance between any two rate centers proceed as follows:

- (A) Obtain the "V" and "H" coordinates for each rate center.
- (B) Obtain the difference between the "V" coordinates of the two rate centers. Obtain the difference between the "H" coordinates. The difference is always obtained by subtracting the smaller coordinate from the large coordinate.
- (C) Divide each of the differences in B preceding by three, rounding each quotient to the nearer integer.
- (D) Square these two integers and add the two squares. If the sum of the squares is greater than 1777, divide the integers obtained in C preceding by three and repeat Step D. Repeat this process until the sum of the squares obtained in Step D is less than 1778.

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- 2.19 Determination of Airline Mileage (continued)
 - 2.19.1 Call Mileaged By Underlying Carrier AT (continued)

To determine the rate distance between any two rate centers proceed as follows: (continued)

(E) The number of successive division by three in Steps C and D determines the value of "N". Multiply the final sum of the two squares obtained in Step D by the multiplier specified in the following table for the value of "N" preceding.

N	Multiplier	Minimum Rate Mileage
1	0.9	-
2	8.1	41
3	72.9	121
4	656.1	361
5	5,904.9	1,081
6	53,144.1	3,241

(F) Obtain square root of product in E preceding and with any resulting fraction, round up to the next higher integer. This is the message rate mileage except that when the mileage so obtained is less than the minimum rate mileage show in E preceding, the minimum rate mileage corresponding to the "N" value is applicable.

- 2.19 Determination of Airline Mileage (continued)
 - 2.19.2 Calls Mileaged By Underlying Carrier S

Calculation of distance is in accordance with the V&H coordinate system. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal (V&H) coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in its NPA-NXX V & H Coordinates Tape and in NECA Tariff No. 4.

FORMULA:

$$\frac{(V1-V2)^2+(H1-H2)^2}{10}$$

2.20 Holidays

2.20.1 Determining When Holiday Rates Apply

The term "Holiday" denotes all the following holidays:

- New Year's Day#
- President's Day*
- Memorial Day*
- Independence Day#
- Labor Day
- Columbus Day*
- Veterans Day#
- Thanksgiving Day
- Christmas Day#

The evening rates apply on a holiday unless a lower rate would normally apply. If the holiday is followed by "*", the holiday applies to Federally observed day only. If the holiday is followed by "#", the following rules apply. When this holiday falls on a Sunday, the Holiday is observed on the following Monday. When this holiday falls on a Saturday, the Holiday is observed on the preceding Friday.

2.20.2 Services With Holiday Rates

Holiday rates apply to the following services:

- Infinity®Card Plus
- Operator Toll Assistance
- Cipher 1 Residential Standard Option

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2.21 Initial and Additional Period

2.21.1 General

The rate is based on an initial period plus any additional period.

2.21.2 Operator Toll Assistance, Infinity®Card Plus, Follow Me 800, Debit Card, and Optimus Credit Card

The initial period is one (1) minute or fraction thereof. The additional period, if any, is one (1) minute or fraction thereof.

2.21.3 Cipher 1 - Residential

The initial period is the first 30 seconds or fraction thereof. The additional period, if any, is each 1/10 of a minute (six second increments) or fraction thereof.

2.21.4 Infinity@Connect

The initial period is fifteen (15) minutes or fraction thereof. The additional period, if any, is one (1) minute or fraction thereof.

2.21.5 All Other Services

The initial period is the first 18 seconds or fraction thereof. The additional period, if any, is each 1/10 of a minute (six second increments) or fraction thereof.

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2.22 Determining Rate In Effect

2.22.1 General

For outbound services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the calling station determines the rate in effect. For inbound services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the called station determines the rate in effect.

2.22.2 1+ Call Originates Via Switched Access

When a unit of time is split between two rate periods, each rate period applies to the portion of the call that occurred during that rate period.

2.22.3 1+ Call Originates Via Dedicated Access

When a unit of time is split between two rate periods, the rate is based on the rate period in which it began.

2.22.4 Operator Toll Assistance, Infinity®Card Plus, Follow Me 800, Debit Card, and Optimus Credit Card

The time at the beginning of each minute of connection determines the applicable rate period. When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge.

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2.23 Application of Charges

Usage charges apply to all completed calls. The usage charges for each completed call during a billing month will be computed. If the charge includes a fraction of a cent greater than or equal to \$.005, the fraction is rounded up to the next whole cent. If the charge includes a fraction of a cent less than \$.005, the fraction is rounded down to the next whole cent.

2.24 Interruption of Service

2.24.1 General

It shall be the obligation of the Customer to notify the Company of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the interruption is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.

2.24.2 Usage Sensitive Services

Credit allowances for the interruption of service are subject to the general liability provisions set forth in Paragraph 2.3.2 preceding.

2.25 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

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3.1 Outbound Services

3.1.1 General

All outbound services are interstate offerings with the Customer having the option of using the service to place intrastate calls. Intrastate service is only available if the Customer subscribes to the Company's interstate service offering. All Switched Access services are available only in equal access serving area. All Dedicated Access services are available statewide.

Dedicated Access channels are required from the Customer's premises to the POP of the underlying Carrier. Dedicated access channels may be purchased from carriers other than the LEC only in accordance with the Commission's rules or if special access is jurisdictionally interstate. Charges for the Dedicated Access channel are determined by the service provider

3.1 Outbound Services (continued)

3.1.2 Plan AL Services

(A) Cipher 1

Cipher 1 is a Switched Access outbound long distance service provisioned via Underlying Carrier AL.

.1 Business

Cipher 1 - Business (see tariff sheet 60) is available to Business Customers.

.2 Residential

Cipher 1 - Residential Standard Option (see tariff sheet 61) is available to Residential Customers that wish to have their long distance charges billed directly by the Company. Cipher 1 - Residential "Always Weekends" Option is available to Residential Customers that agree to have their long distance charges billed via a major credit card or via electronic transfer.

(B) Cipher Direct

Cipher Direct (see tariff sheet 64) is an outbound long distance service for Customers with T-1.5 access to the POP of Underlying Carrier AL.

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3.1 Outbound Services (continued)

3.1.3 Plan AT Services

(A) Infinity®

Infinity® (see tariff sheet 62) is a Switched Access outbound long distance service and may be provisioned via Plan AT-SDN or Plan AT-DNS.

(B) InfinityDirect[®]

InfinityDirect® (see tariff sheet 64) is an outbound long distance service for Customers with T-1.5 access to the POP of Underlying Carrier AT.

3.1.4 Plans S Services

(A) InfinityPlus®

InfinityPlus® (see tariff sheet 62) is a Switched Access outbound long distance service which is provisioned via Plan S.

(B) InfinityDirect@Plus

InfinityDirect®Plus (see tariff sheet 65) is an outbound long distance service for Customers with T-1.5 access to the POP of Underlying Carrier S.

- 3.1 Outbound Services (continued)
 - 3.1.5 Plans W Services
 - (A) Genesis TM

GenesisTM (see tariff sheet 63) is a Switched Access outbound long distance service which is provisioned via Underlying Carrier W.

(B) Genesis™Direct

Genesis™Direct (see tariff sheet 65) is an outbound long distance service for Customers with T-1.5 access to the POP of Underlying Carrier W.

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3.2 Inbound Service

3.2.1 General

Inbound service permits calls to be completed to the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number, (800) NXX-XXXX, which terminates at the Customer's location. All inbound services are interstate offerings with the Customer having the option of using the service to place intrastate calls. Intrastate service is only available if the Customer subscribes to the Company's interstate service offering. All Switched Access services are available only in equal access serving area. All Dedicated Access services are available statewide.

Dedicated Access channels are required from the Customer's premises to the POP of the underlying Carrier. Dedicated access channels may be purchased from carriers other than the LEC only in accordance with the Commission's rules or if special access is jurisdictionally interstate. Charges for the Dedicated Access channel are determined by the service provider

3.2.2 Plan AL Services

(A) Cipher 800

Cipher 800 (see tariff sheet 66) calls are originated from any point in the state on any type of access and are terminated via Switched Access lines between the Subscriber's premises and the Underlying Carrier AL's POP in the terminating city.

(B) Cipher Direct 800

Cipher Direct 800 (see tariff sheet 68) calls are originated from any point in the state on any type of access and are terminated via T-1.5 Dedicated Access Lines between the Subscriber's premises and the Underlying Carrier AL's POP in the terminating city.

Issued: June 14, 1993 Effective:

- 3.2 Inbound Service (continued)
 - 3.2.3 Plan AT Services
 - (A) Infinity® 800

Infinity® 800 (see tariff sheet 66) calls are originated from any point in the state on any type of access and are terminated via Switched Access lines between the Subscriber's premises and the Underlying Carrier AT's POP in the terminating city.

(B) InfinityDirect® 800

InfinityDirect® 800 (see tariff sheet 67) calls are originated from any point in the state on any type of access and are terminated via T-1.5 Dedicated Access Lines between the Subscriber's premises and the Underlying Carrier AT's POP in the terminating city.

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3.2 Inbound Service (continued)

3.2.4 Plan S Service

(A) InfinityPlus® 800

InfinityPlus® 800 (see tariff sheet 67) calls are originated from any point in the state on any type of access and are terminated via Switched Access lines between the Subscriber's premises and the Underlying Carrier S's POP in the terminating city.

(B) InfinityDirectPlus® 800

InfinityDirect® 800 (see tariff sheet 69) calls are originated from any point in the state on any type of access and are terminated via T-1.5 Dedicated Access Lines between the Subscriber's premises and the Underlying Carrier S's POP in the terminating city.

3.2 Inbound Service (continued)

3.2.5 Plan W Service

(A) Genesis[™] 800

GenesisTM 800 (see tariff sheet 67) calls are originated from any point in the state on any type of access and are terminated via Switched Access lines between the Subscriber's premises and the Underlying Carrier W's POP in the terminating city.

(B) Genesis™Direct 800

Gnesis™Direct 800 (see tariff sheet 69) calls are originated from any point in the state on any type of access and are terminated via T-1.5 Dedicated Access Lines between the Subscriber's premises and the Underlying Carrier S's POP in the terminating city.

3.2.6 Follow Me 800

Follow Me 800 (see tariff sheet 67) allows a Customer to have an 800 number rerouted based on the location of the people answering the 800 number. The Customer dials a unique 800 number to reach the Follow Me 800 data base. To transfer the calls for the 800 number, the Customer enters the telephone number of where the calls are to be transferred. The transfer number may be any telephone number within the state. Calls to the 800 number are then forwarded to the transfer number until the routing change is discontinued.

3.3 Operator Toll Assistance

3.3.1 Description of Service

Operator Toll Assistance (see tariff sheet 70) is any variety of telephone services which require the assistance of a long distance Operator. Examples include collect calls and person-to-person calls. There are two categories of operator services. They are 0+ calls and 00- calls. A 0+ call is one in which the Customer dials 0+ the called number to complete the call. a 00- call is one in which the operator dials the called number to complete the call for the Customer.

3.3.2 Availability

Operator Toll Assistance is only available to Customers utilizing Switched Access to reach the POP of the Underlying Carrier. If a Customer subscribing to any of the Company's services that utilize Dedicated Access to reach the POP of the Underlying Carrier dials 0, 00 or 0+ the called number, the call will be blocked. To reach the Operator of the Underlying Carrier, the Customer must program their PBX to route the 00 and 0+ calls over their Switched Access lines.

Operator Toll Assistance is available to Customers utilizing Switched Access to reach the POP of the Underlying Carrier that are provisioned via the Company's Plan S service or Plan AT-DNS service. The Underlying Carrier provides the service and brands the calls as belonging to the Underlying Carrier. However, the Company bills the charge according to the rates in Section 4 of this tariff.

Customers subscribing to any other outbound services utilizing Switched Access to reach the POP of the Underlying Carrier can reach the operator of the Underlying Carrier by dialing 0+ the called number or by dialing 00. The Underlying Carrier provides the operator services, brands the call, and direct bills all operator services calls under their name not the Company's name.

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3.4 Directory Assistance

3.4.1 Description of Service

Intrastate Directory Assistance (see tariff sheet 73) involves the supplying of assistance in determining or attempting to determine the telephone number of a party.

3.4.2 Availability of Service

Directory Assistance is available to any Customer that has access to the directory assistance bureau of the Underlying Carrier. If a Customer with Switched Access calls directory assistance for a call within their area code, the call is handled by the LEC. If a Customer with Switched Access calls directory assistance for a call within the state but outside of their area code, the call is routed to the Underlying Carrier for handling. Customers with Dedicated Access must program their PBX to route directory assistance calls over their Switched Access lines.

3.5 Calling Card Service

3.5.1 Credit Cards

(A) General

Credit Card service enables the caller to bill a call to the primary service location when the caller is away from their established primary service location. Credit Card services are automated services that do not require the assistance of a long distance operator.

(B) Service Provided By Underlying Carrier AL

.1 Cipher Trek

Cipher Trek (see tariff sheet 74) is available to Business Customers and to Residential Customers. Customers access the network by dialing 1 + an 800 number, the called telephone number and the card code.

(C) Service Provided By Underlying Carrier AT

.1 Optimus Credit Card

Customers using the Optimus Credit Card (see tariff sheet 74) access the network by dialing 0 plus the called telephone number and the card code.

- 3.5 Calling Card Service (continued)
 - 3.5.1 Credit Cards (continued)
 - (D) Service Provided By Underlying Carrier S
 - .1 Infinity@Card Plus

Customers using the *Infinity®Card Plus* (see tariff sheet 75) access the network by dialing the universal "800" number plus the called telephone number and the card code.

(E) Service Provided By Underlying Carrier W

Reserved for future use.

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- 3.5 Calling Card Service (continued)
 - 3.5.2 Debit Cards
 - (A) General

A Debit Card allows a Customer to arrange for payment for telecommunication services prior to using the services. The Debit Card is available to Residential Customers and to Business Customers.

To place a Debit Card call, the Customer dials a unique 800 number to reach the Debit Card data base. Prior to connection to the called number, the computer advises the Customer how much unused usage remains on the card. The Customer is then connected to the called number. In real time, the charge for the call is deducted from the remaining usage. The Customer will receive a warning two minute before the Debit Card usage expires. If the Debit Card usage expires prior to the Customer completing the call, the call will be disconnected.

Billing for the Debit Card is handled as any other service. See Paragraph 2.8. The Debit Card is provisioned via Underlying Carrier W.

- 3.5 Calling Card Service (continued)
 - 3.5.2 Debit Cards
 - (B) Service Options
 - .1 Standard Debit Card

The Standard Debit Card (see tariff sheet 76) is not reusable once the usage has been exhausted.

.2 Refreshable Debit Card

Once the usage has been exhausted, the Refreshable Debit Card (see tariff sheet 76) can be reused. To request additional usage be added to the card, the Customer calls Customer Service and places an order with the Customer Service Representative.

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3.6 Infinity@Connect

3.6.1 General

Infinity®Connect (see tariff sheet 77) services furnish connections between three or more telephone numbers originating within the state on one connection at the same time.

3.6.2 Conference Types

(A) ACS

ACS is a fully automated, full duplex conference service whereby the conferees call a preassigned bridge number and gain entry into the conference via passcode or the moderator of the conference. The moderator performs the call out function to add conferees to the conference.

(B) Meet-Me (Dial-In) Service

Meet-Me (Dial-In) Service allows participants to dial a prearranged number to reach the conference from any location - even an airplane or public phone.

(C) "800" Meet-Me (Dial-In)

"800" Meet-Me (Dial-In) allows participants to call into the conference from any location, in this case using a toll-free preassigned 800 number.

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3.6 Infinity®Connect (continued)

3.6.2 Conference Types (continued)

(D) Trans-Call Service

For Trans-Call service, the conference coordinator is supplied with the date, time and list of participants. At the appointed time, the coordinator calls all participants to join the conference.

(E) Combination Conference

The users can choose a combination of the services in Paragraph 3.6.2 depending on the needs of the participants on the conference call.

3.6.3 Conference Features

(A) Advance Notification

The participants can be notified prior to the conference call by telephone or by facsimile.

(B) Conference Monitoring

A conference coordinator will monitor all conference calls for clarity and volume to ensure good audio quality. If requested for security purposes, only systematic monitoring will be provided.

(C) Conference Recording

A conference can be recorded. The conference center will always notify all participants that they are being recorded.

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3.6 Infinity®Connect (continued)

3.6.3 Conference Features (continued)

(D) Coordinator On Demand

Any participant can press "*" and then "0" from a touch-tone phone to reach the conference coordinator at any time during a conference call.

.1 Special Assistance

The conference coordinator is available to provide assistance or resolve any audio difficulties.

.2 Add-On Dial Out

The conference coordinator is available to add on participants who need to join a conference in progress.

(E) Lecture Broadcast Mode

A participant who does not want his speech to be interrupted can be placed in lecture mode while all other participants are placed in listen-only mode. If any of the other participants speak, they are not heard by the conference.

(F) Music On Hold

Music on hold provides a variety of high audio quality music as a background while the participants are waiting for the conference to begin.

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3.6	Infinity®Connect	(continued)
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3.6.3 Conference Features (continued)

(G) On-Line Tape Playback

Recorded tapes may be played for the participants to hear during the conference.

(H) Participant List

A list of conference participants will be faxed or mailed to the chairperson upon request.

(I) Password Security

A password can be assigned at the time of the reservation or at least one day prior to the conference. All participants must provide the password before being placed into the conference.

(J) Polling

Computerized voting and polling of participants with tabulated results available immediately.

(K) Regularly Scheduled Conference

Numerous regularly scheduled conference can be arranged at one time. Also, reservation may be made for up to two years in advance.

Issued: June 14, 1993 Effective:

- 4.1 Outbound Services Switched Access
 - 4.1.1 Cipher 1
 - (A) Business

Rate Mileage	Initial 18 Seconds or Fraction	Each Additional 6 Seconds or Fraction	
All	\$.0477	\$.0159	

Issued: June 14, 1993 Effective:

- 4.1 Outbound Services Switched Access
 - 4.1.1 Cipher 1
 - (B) Residential
 - .1 Standard Option

Rate	Initia	1 30 Secon Fraction	Seconds or action		Each Additional 6 Seconds or Fraction		
Mileage	Day	Evening	N/W	Day	Evening	N/W	
All	\$.1100	\$.0750	\$.0675	\$.0220	\$.0150	\$.0135	

.2 "Always Weekends" Option

Rate Mileage	II .	Seconds or action	Each Additional 6 Seconds or Fraction		
	Day	Weekend	Day	Weekend	
All	\$.1100	\$.0675	\$.0220	\$.0135	

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4.1 Outbound Services - Switched Access (continued)

4.1.2 Infinity®

The following rate schedule applies to calls completed via dialing 1+ the called number or via 1+10288+ the called number.

Rate	Initial 18 Seconds or	Each Additional 6	
Mileage	Fraction	Seconds or Fraction	
All	\$.0660	\$.0220	

4.1.3 InfinityPlus®

Rate	Initial 18 Seconds or	Each Additional 6	
Mileage	Fraction	Seconds or Fraction	
All	\$.0540	\$.0180	

Issued: June 14, 1993

Effective: ____

- 4.1 Outbound Services Switched Access (continued)
 - 4.1.4 Genesis™

Rate Mileage	Initial 18 Seconds or Fraction	Each Additional 6 Seconds or Fraction \$.0160	
All	\$.0480		

Issued: June 14, 1993 Effective:

4.2 Outbound Services - Dedicated Access

Dedicated access channels may be purchased from carriers other than the LEC only in accordance with the commission rules or if the special access channel is jurisdictional interstate. Charges for the dedicated access channel are determined by the access provider.

4.2.1 Cipher Direct

Rate	Initial 18 Seconds or	Each Additional 6
Mileage	Fraction	Seconds or Fraction
All	\$.0372	\$.0124

4.2.2 InfinityDirect®

Rate Mileage	Initia	1 18 Second Fraction	ls or	Each Additional 6 Secondary Fraction		
	Day	Evening	N/W	Day	Evening	N/W
All	\$.0456	\$.0357	\$.0357	\$.0152	\$.0119	\$.0119

4.2 Outbound Services - Dedicated Access

4.2.3 InfinityDirectPlus®

Rate	Initial 18 Seconds or	Each Additional 6
Mileage	Fraction	Seconds or Fraction
All	\$.0420	\$.0140

4.2.4 Genesis™Direct

Rate	Initial 18 Seconds or	Each Additional 6
Mileage	Fraction	Seconds or Fraction
All	\$.0330	\$.0110

4.3 Inbound Services - Switched Access

4.3.1 Cipher 800

Rate Mileage	Initial 18 Seconds or Fraction	Each Additional 6 Seconds or Fraction	
All	\$.0537	\$.0179	

4.3.2 Infinity® 800

Rate Mileage	Initia	1 18 Second Fraction	is or	Each Additional 6 S or Fraction			
	Day	Evening	N/W	Day	Evening	N/W	
All	\$.0630	\$.0570	\$.0570	\$.0210	\$.0190	\$.0190	

4.3 Inbound Services - Switched Access (continued)

4.3.3 InfinityPlus® 800

Rate	Initial 18 Seconds	Each Additional 6	
Mileage	or Fraction	Seconds or Fraction	
All \$.0540		\$.0180	

4.3.4 Genesis™ 800

Rate Initial 18 Seconds Mileage or Fraction All \$.0480		Each Additional 6 Seconds or Fraction \$.0160	
---	--	---	--

4.3.5 Follow Me 800

There are two rate elements. They are a routing change charge and a usage charge. The routing change charge is \$.25 per routing change. The usage charges are as follows:

Rate Mileage	Initial One (1) Minute or Fraction	Each Additional On (1) Minute or Fraction	
All	\$.25	\$.25	

Issued: June 14, 1993 Effective:

4.4 Inbound Services - Dedicated Access

Dedicated access channels may be purchased from carriers other than the LEC only in accordance with the commission rules or if the special access channel is jurisdictional interstate. Charges for the dedicated access channel are determined by the access provider.

4.4.1 Cipher Direct 800

Rate Mileage	Initial 18 Seconds or Fraction	Each Additional 6 Seconds or Fraction	
All	\$.0417	\$.0139	

4.4.2 InfinityDirect® 800

Rate Mileage	Initial 18 Seconds or Fraction		Each Additional 6 Seconds or Fraction			
Day	Day	Evening	N/W	Day	Evening	N/W
All	\$.0390	\$.0300	\$.0300	\$.0130	\$.0100	\$.0100

4.4 Inbound Services - Dedicated Access (continued)

4.4.3 InfinityDirectPlus® 800

Rate	Initial 18 Seconds	Each Additional 6	
Mileage	or Fraction	Seconds or Fraction	
All \$.0420		\$.0140	

4.4.4 Genesis™Direct 800

Rate Initial 18 Seconds Mileage or Fraction		Each Additional 6 Seconds or Fraction
All	\$.0330	\$.0110

Issued: June 14, 1993 Effective:

4.5 Operator Toll Assistance

4.5.1 General

Operator Toll Assistance is billed on a per minute basis plus a surcharge. Per minute charges are based on the distance and duration of the call and the rate period (Day, Evening, or Night/Weekend) when the call is placed.

4.5.2 Base Rate Schedule

Mileage	Initial Minute or Fraction		Each Additional Minute or Fraction			
	Day	Evening	N/W	Day	Evening	N/W
1- 10	\$.1900	\$.1425	\$.0950	\$.0900	\$.0675	\$.0450
11- 22	\$.2600	\$.1950	\$.1350	\$.1600	\$.1200	\$.0800
23- 55	\$.2756	\$.2067	\$.1550	\$.2180	\$.1635	\$.1140
56-124	\$.2756	\$.2067	\$.1585	\$.2200	\$.1650	\$.1185
125-292	\$.2756	\$.2067	\$.1610	\$.2290	\$.1718	\$.1235
293-430	\$.2756	\$.2067	\$.1625	\$.2320	\$.1740	\$.1235
431-624	\$.2781	\$.2085	\$.1660	\$.2370	\$.1778	\$.1285

4.5.3 Surcharge For 0+ Calls

The surcharge for a station-to-station (paid, collect, or third party billing) call is \$1.00

The surcharge for a person-to-person (paid, collect, or third party billing) call is \$2.50

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4.5 Operator Toll Assistance (continued)

4.5.4 Surcharge For 00- Call

In addition to the surcharge in 4.5.3 above, an additional surcharge of \$.75 applies to each 00- call. The surcharge for 00 calls will be waived for operator assistance provided to a caller who identifies him or herself as being handicapped and unable to dial the call because of the handicap, or on calls where the Customer cannot otherwise dial the call due to defective equipment or trouble on the network.

4.5.5 Connect to LEC Directory Assistance

If the long distance operator connects the Customer to the LEC directory assistance operator, the charge is \$1.00 per call.

- 4.5 Operator Toll Assistance (continued)
 - 4.3.6 Application of Surcharges

TYPE OF CALL	OPERATOR	<u>OPERATOR</u>
	SERVICE	DIALED
	CHARGE	SURCHARGE

Dial Station (Customer dialed 1+) No No

Operator Station-to-Station
Collect, billed to 3rd number, or sent paid
(Customer dialed 0+) Yes No
(Customer dialed 00-) Yes Yes

Operator Person-to-Person
Collect, billed to 3rd number, or sent paid
(Customer dialed 0+)
Yes

(Customer dialed 0+) Yes No (Customer dialed 00-) Yes Yes

Real Time Rated Time and charges

(Customer dialed 0+) Yes No (Customer dialed 00-) Yes Yes

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4.6 Directory Assistance Service

4.6.1 Application of Charges

- The Directory Assistance charge applies to all calls made using the services of the Underlying Carrier.
- The Directory Assistance charge applies whether or not the directory assistance bureau furnished the requested telephone number(s) (e.g., where the requested telephone number is unlisted, non-published or no record can be found).

4.6.2 Rates

The rate per call is \$.65. For calls provisioned via Underlying carrier S, there is a \$1.00 Directory Assistance Call Completion charge if the directory assistance operator completes a long distance call.

4.7 Calling Card Service

4.7.1 Credit Cards

(A) Cipher Trek

There are two rate elements. They include a usage charge and a surcharge. The surcharge is \$.50 per completed call. The usage charges are as follows:

Rate Initial One (1) Mileage Minute or Fraction		Each Additional One (1) Minute or Fraction		
All	\$.25	\$.25		

(B) Optimus Calling Card

There are two rate elements. They include a usage charge and a surcharge. The Surcharge is \$.50 per completed call. The usage charges are as follows:

Rate Mileage	Initial One (1) Minute or Fraction	Each Additional One (1) Minute or Fraction		
All	\$.18	\$.18		

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- 4.7 Calling Card Service (continued)
 - 4.7.1 Credit Cards (continued)
 - (C) Infinity@Card Plus

There are two rate elements. They include a usage charge and a surcharge. The surcharge is \$.80 per completed call. The usage charges are as follows:

Rate In Mileage Day	Initial Minute or Fraction		Each Additional Minute or Fraction			
	Day	Evening	N/W	Day	Evening	N/W
1- 10	\$.1900	\$.1425	\$.0950	\$.0900	\$.0675	\$.0450
11- 22	\$.2600	\$.1950	\$.1350	\$.1600	\$.1200	\$.0800
23- 55	\$.2756	\$.2067	\$.1550	\$.2180	\$.1635	\$.1140
56-124	\$.2756	\$.2067	\$.1585	\$.2200	\$.1650	\$.1185
125-292	\$.2756	\$.2067	\$.1610	\$.2290	\$.1718	\$.1235
293-430	\$.2756	\$.2067	\$.1625	\$.2320	\$.1740	\$.1235
431-624	\$.2781	\$.2085	\$.1660	\$.2370	\$.1778	\$.1285

4.7 Calling Card Service (continued)

4.7.2 Debit Cards

(A) Standard Debit Card

Rate Initial One (1) Mileage Minute or Fraction		Each Additional One (1) Minute or Fraction	
All	\$.31	\$.31	

(B) Refreshable Debit Card

There are two rate elements. They include a usage charge and a surcharge. The surcharge is \$.50 per completed call. The usage charges are as follows:

Rate Initial One (1) Mileage Minute or Fraction		Each Additional One (1) Minute or Fraction	
All	\$.18	\$.18	

4.8 Infinity@Connect

4.8.1 General

If one participant of the conference call is located outside of the state, the conference call is jurisdictionally interstate and the rates are governed by the Company's interstate tariff. The following rates apply only if all participants of the conference call are calling from within the state.

4.8.2 Set-Up and Usage Charges

The initial period is fifteen (15) minutes or fraction thereof. The additional period is each one (1) minute or fraction thereof.

Charge Type	Trans-Call	Meet-Me Dial-In	"800" Meet-Me Dial-In	ACS
Set-Up Charge Per Location	\$3.00	\$3.00	\$3.00	\$00.00
Maximum Set-Up Charge		\$30.00	\$30.00	
Per Minute Usage Charge	\$.44	\$.24	\$.44	\$.24

If the Customer selects a Combination of services, the usage charges per location are based on the type of service provided for that location. The Set-Up charge is \$3.00 per location.

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4.8 Infinity®Connect (continued)

4.8.3 Dedicated Operator Surcharge

In addition to the rates indicated in Paragraph 4.8.1, a \$.06 per minute charge applies per location for use of a Dedicated Operator.

4.8.4 No Show Charges

A no show charge of \$50 applies when 10 or more participants do not participate on a scheduled conference call. If the Company is advised of the reduction in participants at least seven hours prior to the scheduled time, the no show charge will not apply.

4.8.5 Other Feature Charges

Feature	Charge
Advance Notification By Phone or Fax	\$3.00 per location
Audio Tapes Record or Play	\$10.00 per tape
Duplicate Tapes	\$10.00 per tape

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4.9 Special Promotions

The company will, from time to time, offer special promotions to its customers waiving certain charges. These promotions will be approved by the Commission with specific starting and ending dates and under no circumstances for longer than 90 days in any 12 month period.

4.10 Exemptions and Special Rates

4.10.1 Discounts for Hearing Impaired Customers

A telephone toll message which is communicated using a telecommunications devise for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll charges placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to a 5% discount on dialed calls using services which have no Time of Day pricing element. Those dialed calls using a service which has a Time of Day pricing element will receive a credit on a subsequent bill equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.

4.10.2 Directory Assistance for Handicapped Person

There is no charge for Directory Assistance for calls from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

4.10.3 Operator Assistance for Handicapped Persons

Operator station surcharges will be waived for operator assistance provided to a caller who identifies him or herself as being handicapped and unable to dial the call because of handicap.

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DEPOSIT TREAS. REC.

DATE

C7.25 F . . . JUN 22'93

June 15, 1993

Florida Public Service Commission Division of Records and Reporting 101 East Gaines Street Tallahassee, FL 32399-0870

Dear Sir:

Enclosed are an original and twelve (12) copies of Tele-Pro Communications Inc.'s Application form for Authority To Provide Interexchange Telecommunications Service Within The State of Florida. Please date-stamp and return the extra copy of the transmittal letter provided as proof of filing. An envelope with the return address and the appropriate postage is attached for this purpose.

Also enclosed is a check for \$250 made payable to the Florida Public Service Commission to cover the filing fee.

If plead or ruling is not in favor of applicant, please withdraw the application rather than reject the petition.

Your assistance in this matter is greatly appreciated.

Sincerely,

