

KELLEY DRYE & WARREN LLP

A PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

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July 26, 1996

VIA OVERNIGHT DELIVERY

Ms. Blanca Bayo
Director
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0864

560868-TI

Re: Application of International Telemedia Associates, Inc. for a Certificate of Public Convenience and Necessity to Provide Intrastate Interexchange Services

Dear Ms. Bayo:

Enclosed please find an original and 12 copies of International Telemedia Associates, Inc.'s ("ITA") Application for a Certificate of Public Convenience and Necessity for filing with the Commission. Also enclosed are a diskette, a check in the amount of \$250.00 to cover the cost of filing for certification, and a duplicate of this filing. Please date-stamp the duplicate upon receipt and return it in the self-addressed stamped envelope provided.

Please do not hesitate to contact me if you have any questions.

Respectfully submitted,

Manuann Z. Machida
Manuann Z. Machida

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MAIL ROOM

Enclosures

DOCUMENT NUMBER-DATE
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A. J. [Signature]

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**Before the
STATE OF FLORIDA
PUBLIC SERVICE COMMISSION**

Application of)	
)	
INTERNATIONAL TELEMEDIA ASSOCIATES, INC.)	
)	Docket No.
for a Certificate of Public)	
Convenience and Necessity)	
to Provide Intrastate Interexchange)	
Services in the State of Florida)	

**APPLICATION OF
INTERNATIONAL TELEMEDIA ASSOCIATES, INC.**

International Telemedia Associates, Inc. ("ITA"), by its attorneys, hereby respectfully requests that the Florida Public Service Commission ("Commission") grant it a Certificate of Public Convenience and Necessity pursuant to Fla. Stat. § 364.33 (1995). In addition, ITA respectfully requests that the Commission approve its initial tariff effective as of the date of the order granting ITA a Certificate of Public Convenience and Necessity.

In support of its Application, ITA submits the following information:

I. The Applicant

ITA is a privately-held Georgia corporation that is headquartered at 340 Interstate North Parkway, Suite 200, Atlanta, Georgia 30339. A copy of ITA's Articles of Incorporation is attached hereto as Exhibit A. ITA is qualified to transact business in Florida as a foreign corporation. A copy of ITA's Certificate of Qualification is attached hereto as Exhibit B.

II. Designated Contacts

The designated contacts for this application are:

Brad E. Mutschelknaus
Marieann Z. Machida
KELLEY DRYE & WARREN LLP
1200 19th Street, N.W.
Suite 500
Washington, D.C. 20036
(202) 955-9600

Copies of all correspondence, notices, inquiries and orders should also be sent to:

Cynthia Trent
Strategic Account Manager
INTERNATIONAL TELEMEDIA ASSOCIATES, INC.
340 Interstate North Parkway
Suite 200
Atlanta, Georgia 30339

III. Proposed Services

ITA seeks authority to operate as a reseller of interLATA intrastate telecommunications services to the public throughout the state of Florida. ITA proposes to offer a full range of "1+" interexchange services, including MTS, WATS, calling card and 800 services. In addition, ITA will provide 900 transport service. As a provider of telecommunications services for 900 numbers, ITA will compete against AT&T, MCI and Sprint in the provision of common carrier transport of information and audiotext services. ITA will not itself be an information provider.

All of ITA's services will be provided pursuant to the terms and conditions set forth in ITA's proposed intrastate tariff, which is attached hereto as Exhibit C. ITA will abide by all rules governing telecommunications resellers that the Commission has promulgated or may promulgate in the future, unless application of such rules is specifically waived by the Commission.

IV. Description and Fitness of the Applicant

ITA is well qualified to provide telecommunications services in Florida. ITA was founded in 1991 as a billing clearinghouse for interexchange carriers ("IXCs") and information providers. ITA has experienced rapid growth since its inception and presently has billing and collection contracts with all of the regional Bell operating companies and several hundred other local exchange telephone companies. In 1995, ITA had revenues of more than \$12 million.¹ As a result of its success, ITA now seeks to expand its operations by becoming a reseller of telecommunications services in Florida, as described above.

ITA is managed by a team of experienced personnel with extensive backgrounds in telecommunications. Biographies of the top management personnel are attached hereto as Exhibit D. These executives have extensive managerial and technical expertise and experience, as can be seen from their biographies. Collectively, they have 26 years of hands-on experience in telecommunications.

V. Public Interest Considerations

ITA's entry into the Florida marketplace will serve the public interest. ITA will offer a wide range of quality services to Florida consumers at competitive rates. ITA's participation in the Florida market for telecommunications services will increase competition, leading over time to lower prices, better service, and more options for Florida consumers.

¹ Due to the fact that ITA is a privately-held company, it does not release its financial information to the public. However, detailed financial information about ITA can be provided to the Commission on a confidential basis upon request.

VI. Requested Regulatory Treatment

ITA will be a non-dominant reseller of interexchange telecommunications services. As such, ITA requests that it be regulated by the Commission in the same fashion extended to other, similarly situated resellers.

VII. Proposed Tariff

As mentioned previously, ITA proposes to offer telecommunications services in Florida at the rates, and pursuant to the terms and conditions, set forth in its proposed tariff, which is attached hereto as Exhibit C. ITA respectfully requests that the Commission approve its tariff effective as of the date of the order granting ITA a Certificate of Necessity.

WHEREFORE, ITA respectfully request that the Commission grant it a Certificate of Necessity and approve its proposed tariff as of the date of the order granting authority.

Respectfully submitted,

INTERNATIONAL TELEMEDIA ASSOCIATES, INC.

By 

Brad E. Mutschelknaus
Marieann Z. Machida
KELLEY DRYE & WARREN LLP
1200 19th Street, N.W.
Suite 500
Washington, D.C. 20036
(202) 955-9600

Its Attorneys

Dated: July 26, 1996

VERIFICATION

I am authorized to represent International Telemedia Associates, Inc. and to make this verification on its behalf. The statements in the foregoing document are true of my own knowledge, except as to matters which are herein stated on information and belief, and as to those matters, I believe them to be true. I declare under penalty of perjury that the foregoing is true and correct.

By: Chas Campbell

Name: CHARLES CAMPBELL

Title: Dir. of Mktg & Sales

Date: July 1, 1996

Sworn and subscribed to
before me this 3
day of July, 1996.

Joan A. Myers

Notary Public

My Commission expires Sept. 11, 1998
Notary Public, Cobb County, Georgia

EXHIBIT A

SECRETARY OF STATE

Business Services and Regulation

Suite 315, West Tower

2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER : 9004619
DATE INCORPORATED : 03/05/90
DATE AMENDED : 07/18/91
EXAMINER : PAM NEAL
TELEPHONE : 404-656-2640

REQUESTED BY:

GORT, HASSETT, COHEN & BEITCHMAN
ROBERT W. HASSETT
3355 LENOX RD. STE. 600
ATLANTA, GA 30326

CERTIFICATE OF AMENDMENT

I, MAX CLELAND, Secretary of State and Corporations Commissioner of the State of Georgia do hereby certify, under the seal of my office, that the articles of incorporation of

"AAAAAH! MOVIES!, INC."

have been duly amended under the laws of the State of Georgia, changing its name to

"INTERNATIONAL TELEMEDIA ASSOCIATES, INC."

by the filing of articles of amendment in the office of the Secretary of State and the fees therefor paid, as provided by law, and that attached hereto is a true and correct copy of said articles of amendment.

WITNESS, my hand and official seal, in the City of Atlanta and the State of Georgia on the date set forth below.

DATE: JULY 23, 1991

MAX CLELAND
SECRETARY OF STATE

VERLEY J. SPIVEY
DEPUTY SECRETARY OF STATE



Pursuant to O.C.G.A. Section 14-2-1006 of the Georgia Business Corporation Code, Aaaaah! Movies!, Inc., a Georgia Corporation, hereby submits the following Articles of Amendment:

1.

The name of the corporation is Aaaaah! Movies!, Inc. and the charter number of the Corporation is 9004619.

2.

Article I of the Articles of Incorporation is hereby deleted and the following is substituted therefor:

The name of the corporation is "International Telemedia Associates, Inc."

3.

The Amendment was duly adopted on Wednesday, June 19, 1991.

4.

The foregoing Amendment was duly approved by the shareholders of the Corporation in accordance with the provisions of O.C.G.A. Section 14-2-1003 of the Georgia Business Corporation Code.

IN WITNESS WHEREOF, Aaaaah! Movies, Inc., (now International Telemedia Associates, Inc.) has caused these Articles of Amendment to be executed by its duly authorized officer on this 12 day of July, 1991.

INTERNATIONAL TELEMEDIA ASSOCIATES, INC.

By: Arjuna Diaz
Arjuna Diaz, President

ATTESTED:

Arjuna Diaz
Arjuna Diaz, Secretary

[CORPORATE SEAL]

16 JUN 1991 08 01 AM
SECRETARY OF STATE

Suite 306, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334

CHARTER NUMBER : 9004619-0P
DATE INCORPORATED: MARCH 05, 1990
COUNTY : FULTON
EXAMINER : TRISH MCALISTER
TELEPHONE : 404-656-2817

MAILED TO:

DUANE D. SITAR
6400 POWERS FERRY RD., S-224
ATLANTA GA 30339

CERTIFICATE OF INCORPORATION

I, MAX CLELAND, SECRETARY OF STATE AND THE CORPORATIONS COMMISSIONER OF THE STATE OF GEORGIA DO HEREBY CERTIFY, UNDER THE SEAL OF MY OFFICE, THAT

"AAAAAH! MOVIES!, INC."

HAS BEEN DULY INCORPORATED UNDER THE LAWS OF THE STATE OF GEORGIA ON THE DATE SET FORTH ABOVE, BY THE FILING OF ARTICLES OF INCORPORATION IN THE OFFICE OF THE SECRETARY OF STATE AND THE FEES THEREFOR PAID, AS PROVIDED BY LAW, AND THAT ATTACHED HERETO IS A TRUE COPY OF SAID ARTICLES OF INCORPORATION.

WITNESS, MY ~~HAND AND OFFICIAL SEAL~~, IN THE CITY OF ATLANTA AND THE STATE OF GEORGIA ON THE DATE SET FORTH BELOW.

DATE: MARCH 12, 1990

Max Cleland

MAX CLELAND
SECRETARY OF STATE

H. Wayne Howell

H. WAYNE HOWELL
DEPUTY SECRETARY OF STATE



SECURITIES
656-2894

CEMETERIES
656-3079

CORPORATIONS
656-2817

CORPORATIONS HOT-LINE
404-656-2222

P.04 9522880

TO

FROM MAR-20-1990 09:04

ARTICLES OF INCORPORATION
OF
AAAAAH! MOVIES!, INC.

I.

The name of the Corporation is:
"Aaaaah! Movies!, Inc."

II.

The Corporation shall have authority to issue not more than 100,000 shares of common stock of \$1.00 par value.

III.

The initial registered office of the Corporation will be located in Fullon County at 632 Timm Valley Road, N.E., Atlanta, Georgia, 30305. The initial registered agent of the Corporation will be Ronald P. Diaz, a/k/a Arjuna Diaz.

IV.

The names and addresses of the incorporators are:

<u>Name</u>	<u>Address</u>
Barbara A. Delano	460 Harber Circle Dallas, Georgia 30132
Ronald P. Diaz a/k/a Arjuna Diaz.	632 Timm Valley Road, N.E. Atlanta, Georgia 30305

V.

The mailing address of the initial principal office of the Corporation is 632 Timm Valley Road, N.E., Atlanta, Georgia, 30305.

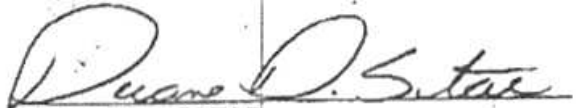
VI.

The initial Board of Directors shall consist of two (2) members who shall be and whose addresses are:

<u>Name</u>	<u>Address</u>
Barbata A. Delano	460 Harbor Circle Dallas, Georgia 30132
Ronald P. Diaz a/k/a Arjuna Diaz	632 Timm Valley Road, N.E. Atlanta, Georgia 30305

The personal liability of the Directors of the Corporation is hereby eliminated to the fullest extent permitted by the Georgia Business Corporation Code, as the same may be amended and supplemented.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 5th day of March, 1990.


 DUANE D. SITAR,
 Attorney for the Incorporators

SECRETARY OF STATE
 GEORGIA
 1990 MAR 5

EXHIBIT B



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

April 29, 1996

CSC NETWORKS

Qualification documents for INTERNATIONAL TELEMEDIA ASSOCIATES, INC. were filed on April 29, 1996 and assigned document number F96000002142. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (904) 487-6091, the Foreign Qualification/Tax Lien Section.

Freta Lott
Corporate Specialist Supervisor
Division of Corporations

Letter Number: 296A00020388

Account number: 072100000032

Account charged: 70.00

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO
TRANSACTION BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS
SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACTION BUSINESS IN THE
STATE OF FLORIDA:

1. INTERNATIONAL TELEMEDIA ASSOCIATES, INC.
(Name of corporation: must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)
2. GEORGIA, USA
(State or country under the law of which it is incorporated)
3. 581784469
(FEI number, if applicable)
4. 3/12/90
(Date of Incorporation)
5. Perpetual
(Duration: Year corp. will cease to exist or "perpetual")
6. UPON QUALIFICATION
(Date first transacted business in Florida. (See sections 607.1501, 607.1502, and 817.155, F.S.)
7. Int'l Telemedia Associates, Inc. (ITA)
340 Interstate North Pkwy. #200, Atlanta, GA 30339
(Current mailing address)
8. Billing via local phone bill
(Purpose(s) of corporation authorized in home state or country to be carried out in the state of Florida)

9. Name and street address of Florida registered agent:

Name: CORPORATION SERVICE COMPANY

Office Address: 1201 Hays Street,

Tallahassee

Florida, 32301

(Zip Code)

10. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

CORPORATION SERVICE COMPANY

By: Laura R. Dunlap
(Registered agent's signature)

LAURA R. DUNLAP, AS AGENT

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and addresses of officers and/or directors:

A. DIRECTORS

Chairman: Arjuna Diaz
Address: 340 Interstate North Pkwy. #200
Atlanta, GA 30339

Vice Chairman: _____

Address: _____

Director: _____

Address: _____

Director: _____

Address: _____

B. OFFICERS

President: Kevin Murphy

Address: 340 Interstate North Pkwy #200
Atlanta, GA 30339

Vice President: Bob Gullledge

Address: 340 Interstate North Pkwy. #200
Atlanta, GA 30339

Secretary: _____

Address: _____

Treasurer: _____

Address: _____

RECEIVED
TALMADGE COUNTY BOARD
95 APR 29 PM 2:10

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

X 13. Kevin Murphy
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application.)

X 14. KEVIN MURPHY CEO
(Typed or printed name and capacity of person signing application)

State of Florida



Department of State

I certify from the records of this office that INTERNATIONAL TELEMEDIA ASSOCIATES, INC., is a corporation organized under the laws of Georgia, authorized to transact business in the State of Florida, qualified on April 29, 1996.

The document number of this corporation is F96000002142.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1996, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Nineteenth day of June, 1996



CR2EO22 (1-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

EXHIBIT C

INTERNATIONAL TELEMEDIA ASSOCIATES, INC.

REGULATIONS AND SCHEDULE OF CHARGES FOR
RESALE OF COMPETITIVE INTRASTATE
TELECOMMUNICATIONS SERVICE

This tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunication services on an intrastate basis throughout the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may also be inspected during normal business hours at the Company's headquarters at: 340 Interstate North Parkway, Suite 200, Atlanta, Georgia 30339.

Issued:

Issued by: Kevin Murphy, President
International Telemedia Associates, Inc.
340 Interstate North Parkway, Suite 200
Atlanta, Georgia 30339

Effective:

CHECK SHEET

The Title page and pages 1-63 inclusive of this Tariff are effective as of the date shown. Original and revised pages as named below comprise all changes from the original Tariff in effect on the date indicated.

<u>Page No.</u>	<u>Number of Revisions</u>	<u>Page No.</u>	<u>Number of Revisions</u>
Title	Original*	32	Original*
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2	Original*	34	Original*
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31	Original*	63	Original*

*New or Revised Pages

Issued:

Issued by: Kevin Murphy, President
International Telemedia Associates, Inc.
340 Interstate North Parkway, Suite 200
Atlanta, Georgia 30339

Effective:

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Issued by: Kevin Murphy, President
International Telemedia Associates, Inc.
340 Interstate North Parkway, Suite 200
Atlanta, Georgia 30339

Effective:

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Issued:

Issued by: Kevin Murphy, President
International Telemedia Associates, Inc.
340 Interstate North Parkway, Suite 200
Atlanta, Georgia 30339

Effective:

CONCURRING, CONNECTING AND
PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

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

Issued:

Issued by: Kevin Murphy, President
International Telemedia Associates, Inc.
340 Interstate North Parkway, Suite 200
Atlanta, Georgia 30339

Effective:

TARIFF 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 Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 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 of file with the Commission. For example, the 4th Revised Page 14 Cancels the 3rd Revised Page 14. Consult the check sheet for the page currently in effect.
- C. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subsequent to its next higher level:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1(A)
 - 2.1.1(A).1
 - 2.1.1(A).1.a
- D. Check Sheet - When a filing is made with the Commission, an updated Check Sheet accompanies the filing. The Check Sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it. The tariff user should refer to the latest check sheet on file with the Commission to determine whether a particular page is the most current on file with the Commission.

Issued:

Issued by: Kevin Murphy, President
International Telemedia Associates, Inc.
340 Interstate North Parkway, Suite 200
Atlanta, Georgia 30339

Effective:

1. DEFINITIONS

For the purposes of this Tariff, the following technical terms and abbreviations will apply.

Access Line: An Access Line is a transmission line from either the LEC's or the DUC's Point-of-Presence (POP) to the Customer's Premise(s) used to transmit voice and data Calls.

Account Code: An Account Code is a code consisting of two or more digits which is available to Customers to identify individual users and thereby allocate the cost of long distance Service.

Alternate Access: Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special tariff rates if permitted by applicable governmental rules.

ANI: ANI is an acronym for Automatic Number Identification.

Applicant: Applicant is any entity or individual who applies for Service under this Tariff.

Application for Service: The Application for Service is the standard Company order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide a communication Service(s) as required.

Authorization Code: An Authorization Code is a code in numbers or letters employed to gain access to a Service.

Authorized User: An Authorized User is a person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Issued:

Issued by: Kevin Murphy, President
International Telemedia Associates, Inc.
340 Interstate North Parkway, Suite 200
Atlanta, Georgia 30339

Effective:

1. DEFINITIONS (cont'd)

Business Affinity Group: A trade association representing business entities or individuals within an industry, profession, or business classification, or a commercial organization with affiliated franchises, independent agents, independent distributors, business in common or other multiple commercial representatives (e.g. an entity providing a reservation system and its users, an entity and its major suppliers, an entity and its independent dealerships, a service entity and the business to which it provides services under contract), a professional trade association representing state associations, or a buying group not organized for the purpose of qualifying for the discounts provided for herein. Unless otherwise specified in this Tariff or in the agreement with the Business Affinity Group, customers who subscribe to service under this agreement are not entitled to any promotional discounts or credits described elsewhere in this tariff and their usage of the services under the agreement cannot be used to qualify for any other benefits under this Tariff or under contractual arrangements between the Company and third parties who have subscribed to service through the Affinity Group and later cease to be members.

Business Customer: A Business Customer is a Customer whose use of the Services is for a business, professional, institutional, or occupational purpose. Any Business Customer employee who subscribes to the Service for his or her home telephone will also be classified as a Business Customer.

Call: A Call is a completed connection between the Calling Station and Called Station.

Called Station: The Called Station is the station (e.g. telephone number) called, or the terminating point of a Call.

CAP: CAP is an acronym for Competitive Access Provider, which is any provider of local access Service other than the Local Exchange Carrier.

Channel or Circuit: A Channel or Circuit is a dedicated communications path between two or more points having a bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

Company: International Telemedia Associates, Inc.

Commission: The Florida Public Service Commission.

Issued:

Issued by: Kevin Murphy, President
International Telemedia Associates, Inc.
340 Interstate North Parkway, Suite 200
Atlanta, Georgia 30339

Effective:

1. DEFINITIONS (cont'd)

Customer: A Customer is the person, firm, corporation, governmental unit or other entity which orders Service -- either for its own use, as a resale carrier, or as a non-profit manager of a sharing group -- and which is responsible for the payment of charges and for compliance with this Tariff. If an entity orders Service in more than one city or requests the assignment of multiple account numbers, each such account is a separate Customer for billing purposes. The term Customer also includes an entity that (1) remains presubscribed to Service after its account(s) are removed from Company's billing system, and subsequently continues to use Service, or (2) otherwise uses Service for which no other Customer is obligated to compensate the Company.

Customer Premise(s)/Customer's Premise(s): Customer Premise(s)/Customer's Premise(s) locations are designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

Dedicated Access: Dedicated Access is dedicated Local Access between the Customer's Premises or serving wire center and the POP of the DUC selected by the Company's for origination and/or termination of Calls. This is also referred to as "special access."

DUC: DUC is an acronym for "Designated Underlying Carrier."

Exemption Certificate: An Exemption Certification is a written notification wherein the Customer certifies that its dedicated facility should be exempted from the monthly special access surcharge because, for example, the facility is associated with a Switch Access Service that is subject to carrier common line charges.

Installation: Installation means the connection of a Circuit, Dedicated Access line, or port, for new, changed or additional Service.

IXC: Interexchange Carrier.

Issued:

Issued by: Kevin Murphy, President
International Telemedia Associates, Inc.
340 Interstate North Parkway, Suite 200
Atlanta, Georgia 30339

Effective:

1. DEFINITIONS (cont'd)

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

Local Access: Local Access is the Service between a Customer's Premises and the designated POP of the DUC selected by the Company.

Local Access Provider: Local Access Provider is the entity providing Local Access.

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

NXX: NXX represents the first three digits of a Customer's telephone number.

PBX: Private Branch Exchange.

PIC: Primary IXC.

PLAN S: Services provisioned on DUC 1.

PLAN W: Services provisioned on DUC 2.

POP: POP is an acronym for Point-of-Presence. A POP may be: (a) central office of the DUC; (b) a location where the LEC or CAP hands off the tariff of the Company's Customers to the DUC; or (c) the location where the Customer's facility interconnects with the DUC.

Reseller: Reseller denotes a Customer that resells the Company's Service(s).

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1. DEFINITIONS (cont'd)

Residential Affinity Group: A group with a common employer whose employer agrees to meet a specific set of criteria within twelve (12) months of undertaking to qualify as an Affinity Group and thereafter maintains them, the alumni of a college, university, or other institution of higher learning who are members of an association, individuals who are members of any organization or association (e.g. a professional association, non-profit organization, or buying club) where the organization or association agrees to meet a specific set of criteria within twelve (12) months of undertaking to qualify as an Affinity Group and thereafter maintains them. Unless otherwise specified in this Tariff or in the agreement with the Residential Affinity Group, customers who subscribe to service under this agreement are not entitled to any promotional discounts or credits described elsewhere in this tariff and their usage of the services under the agreement cannot be used to qualify for any other benefits under this Tariff or under contractual arrangements between the Company and third parties who have subscribed to service through the Affinity Group and later cease to be members.

Residential Customer: A Residential Customer is a Customer who subscribes to a Service for a non-business, non-trade, non-occupational or non-professional purpose.

Restore: Restore means to make Service operative following an interruption by repair, reassignment, re-routing substitution of component parts, or otherwise, as determined by the CUD(s) involved.

Service: Service consists of any telecommunications Service provided by the Company pursuant to this Tariff.

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

Switched Services(s): Switched Service(s) are any Services that are described in this Tariff.

Underlying Carrier: "Underlying Carrier" refers to any interexchange carrier that provides long distance Services resold by the Company pursuant to this Tariff.

V&H: V&H stands for "Vertical and Horizontal".

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2. RULES AND REGULATIONS

2.1 Application of Tariff

This Tariff contains the description, regulations, and rates applicable to the intrastate telecommunications Services contained herein. The Company's services are offered for intrastate telecommunication services originating and terminating within the State of Florida. Services are offered subject to the availability of facilities and the terms and conditions of this Tariff.

2.2 Limitations of Services

2.2.1 Services are offered subject to the availability of facilities and/or equipment from the DUC, the Company's ability to provision the order at the time the Applicant or Customer orders Service, and the provisions of this Tariff.

2.2.2 The Company reserves the right to discontinue offering Services without liability, or to limit the use of Services when necessitated by conditions beyond the Company's control, or when the Customer is using Services in violation of the law or of the provisions of this Tariff.

2.2.3 Prior written permission from the Company and approval pursuant to Paragraph 2.14 are required before Customers may assign or transfer any Service. All regulations and conditions contained in this Tariff and all other applicable Service conditions will apply to all such permitted assignees or transferees.

2.2.4 Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, twenty four (24) hours per day. For the purposes of computing charges in this Tariff, a month is considered to have thirty (30) days.

2.2.5 Service will be provided until canceled by the Customer on not less than thirty (30) days' written notice from the date of postmark on the letter giving notice of cancellation.

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2. RULES AND REGULATIONS (cont'd)

2.2 Limitations of Services (cont'd)

2.2.6 Customer will not use the Company name or any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion or promotional material, or publication, contracts, or bills, etc. of the Customer without the express prior written approval of the Company.

2.2.7 Services are furnished subject to the condition that there will be no abuse or fraudulent use of the Services. Abuse or fraudulent use of Services includes, but is not limited to:

- Use of Services to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge; or
- Obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Services by rearranging, tampering with, or making connection with any Services components of the Company or of the DUC, 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 charge(s) for such Services; or
- Use of the Service of the Company to send a message or messages, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another; or
- Use of Services in such a manner as to interfere unreasonably with the use of Services by one or more other Customers.

2.2.8 The Customer may not use Services provided under this Tariff for any unlawful purpose.

2.2.9 Any business Applicant or Business Customer is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment and refuses to comply with the deposit requirements set forth herein.

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2. RULES AND REGULATIONS (cont'd)

2.2 Limitations of Services (cont'd)

2.2.10 The Company, when acting at the Customer's request and, as its authorized agent, will make reasonable efforts to arrange for Service requirements such as special routing, Route Diversity, Alternate Access, or Circuit conditioning.

2.3 Liabilities of the Company

2.3.1 Conditions under which the Company may, without liability, refuse or terminate Service include but are not limited to:

- (A) Applicant or Customer provides the Company insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, or prearranged account code numbers; or
- (B) Applicant or Customer provides false information or refuses to provide information to the Company regarding their identity, address, or creditworthiness; or
- (C) Applicant states that it will not comply with a request of the Company for deposit in accordance with this Tariff; or
- (D) Customer's use of the service constitutes a violation of either the provisions of this Tariff, or of any laws, or government rules, regulations, or policies; or
- (E) Any order or decision of a court or other governmental authority prohibits the Company from offering such service; or
- (F) The Company deems such refusal or termination necessary to protect the Company or third parties against fraud, or to otherwise protect the Company's personnel, agents, or service; or
- (G) Customer's misuse of the DUC's network; or
- (H) Customer's use of the DUC's network for any fraudulent, unlawful, or criminal purpose; or

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2. RULES AND REGULATIONS (cont'd)

2.3 Liabilities of the Company (cont'd)

- (I) Customer or Applicant present an undue risk of nonpayment and refuse to comply with the deposit requirements set forth herein; or
 - (J) Customer has suspected unauthorized or fraudulent use of Service; or
 - (K) Customer's use of Service adversely affects the Service to other Customers; or
 - (L) Customer is using the Service for purposes other than those described in this Tariff; or
 - (M) Customer is using the Service for purposes other than those described in this Tariff; or
 - (N) If the Customer refuses to furnish information to the Company regarding its past or current use of common carrier communication Services or its planned use of Service(s).
- 2.3.2 In the event that the Company or the DUC learn of possible fraudulent use of any of the Company's travel card Services, the Company will make an effort to contact the Customer, but Service may be terminated or blocked without notice and without liability to the Company.
- 2.3.3 In the event of emergency or threatened or actual disruption of Service to other Customers, the Company may temporarily restrict Service without notice and without incurring liability.
- 2.3.4 Conditions under which the Company may, with notice, refuse or terminate service without liability include, but are not limited to:
- (A) Nonpayment of any sum due for telephone service provided hereunder, where Customer's charges remain unpaid more than five (5) days following notice of nonpayment from the Company. Notice will be deemed to be effective upon mailing of written notice, postage prepaid, to Customer's last known address; or

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2. RULES AND REGULATIONS (cont'd)**2.3 Liabilities of the Company (cont'd)**

(B) Customer states that it will not comply with a request of the Company for deposit in accordance with this Tariff.

2.3.5 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the Service(s) or facilities or equipment associated with such Service(s).

2.3.6 The Company is not liable 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 including but not limited to fire, explosion, vandalism, cable cut, or other similar occurrence; or
- Natural disasters such as storms, fire flood, or other catastrophes; or
- 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; or
- National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties, supplier failures, shortages, breaches or delays, unlawful acts of individuals including acts of the Company's agents, contractors, and employees if committed beyond the scope of their employment, or preemption of existing Services to Restore Service in compliance with Part 64, Subpart D, Appendix A, of the FCC's rules and regulations; 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.

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2. RULES AND REGULATIONS (cont'd)

2.3 Liabilities of the Company (cont'd)

- 2.3.7 With respect to the Switched Services contained herein and except as otherwise provided herein, the liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of furnishing Service hereunder and not caused by the negligence or intentional acts of the Customer will 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 furnishing Service hereunder occurs, except in cases of willful misconduct by the Company.
- 2.3.8 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the Service(s) or facilities or equipment associated with such Service(s).
- 2.3.9 The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of Services when such defacement or damage is not the result of the Company's negligence. The Customer will indemnify and hold harmless the Company from any claim of the owner of the Customer's premises or other third party claims for such damages.
- 2.3.10 No agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be agents or employees of the Company without written authorization.
- 2.3.11 The Company is not liable for any damages the Customer may incur as a result of the unlawful use or use by an unauthorized person of the Company's Service(s).

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2. RULES AND REGULATIONS (cont'd)

2.3 Liabilities of the Company (cont'd)

2.3.12 The Company's liability will be limited to that expressly assumed in Paragraph 2.3 hereof. The Company will 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 of a particular purpose.

2.3.13 The Company may rely on LECs or other third parties for the performance of Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder will not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.

2.3.14 The Company will be indemnified and held harmless by the Customer against:

- (A) 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 via Service(s); or
- (B) Violation by Customer of any other literary, intellectual, artistic, dramatic, musical right, or other content transmitted by the Company, or

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2. RULES AND REGULATIONS (cont'd)

2.3 Liabilities of the Company (cont'd)

- (C) Violations by Customer of the right to privacy; or
- (D) Claims of patent infringement arising from combining or connecting Channels with equipment and systems of the Customer; or
- (E) Claims related to lost or stolen travel cards, except as described herein; or
- (F) Any other claims whatsoever relating to or arising from message content or the transmission thereof; or
- (G) All other claims arising out of any act or omission of the Customer in connection with Services provided by the Company; or
- (H) All loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the Installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment where such Installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the Company's negligence or willful action; or

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2 RULES AND REGULATIONS (cont'd)

2.3 Liabilities of the Company (cont'd)

- (I) Defacement of, or damage to, the premises of a Customer resulting from the furnishing, installation, and/or removal of Channel facilities or the attachment of instruments, equipment, and associated wiring on or from the Customer's Premises; or
- (J) Claims arising out of the use of Services or associated equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company.

2.3.15 Where the Company's 800 and 900 Service(s) is not made available on the date committed to the Customer, or cannot otherwise be made available after the Company's acceptance of the Customer's Service order, or the Customer is provided with a number or numbers other than the one(s) committed by the Company to the Customer, and any such failure or failures is due solely to the negligence of the Company, in such case the Company's liability, if any, will be limited to the less of (a) the actual monetary damages incurred and proved by the Customer as the direct result of such failure or failures, or (b) the sum of \$1,000.00.

2.3.16 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties will not result in the imposition of any liability whatsoever upon the Company, and Customer will pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm or entity in any request whatsoever arising out of defects caused by such third parties.

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2. RULES AND REGULATIONS (cont'd)

2.3 Liabilities of the Company (cont'd)

- 2.3.17 In the event parties other than Customer (e.g., Customer's customers) will have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold the Company and any affiliated or unaffiliated third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties.
- 2.3.18 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting or an extension of time for performance by the Company or the Customer will not constitute the permanent waiver of any term or condition herein. Each of the provisions will remain at all time in full force and effect until modified in writing.
- 2.3.19 The Company is not liable for:
- (A) Damages caused by the negligence or willful misconduct of the Customer; or
 - (B) Any failure to provide or maintain Services under this Tariff due to circumstances beyond the Company's reasonable control; or
 - (C) 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, Services provided hereunder, absent a determination of willful misconduct by the Company through judicial or administrative proceedings; or
 - (D) Any special or consequential damages or any lost profits of any kind or nature arising out of the furnishing of or interruption in Services contained in this Tariff; or
 - (E) Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties; or

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2. RULES AND REGULATIONS (cont'd)

2.3 Liabilities of the Company (cont'd)

(F) Any action, such as blocking, discontinuing, or interrupting Service(s) by the Company of all traffic or traffic to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff in order to control fraud or non-payment. Service will be Restored as soon as it can be provided without undue risk and only after accounts have been brought current; or

(G) The use or abuse of any Service described herein by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any Calls placed by means of PBX-reorigination or any other legal or illegal equipment, Service, or device. In the case of 800 or 900 Service, this also applies to third parties who dial the Customer's 800 or 900 number by mistake.

The liability provided for above, will, in each case, be in addition to any amounts that may otherwise be due the Customer under this Tariff as a credit allowance for the interruption of Service.

2.3.20 The Company will make no refund of overpayments by a Customer unless the claim for such overpayment, together with appropriate evidence is submitted within two years of the date of the alleged overpayment.

2.4 Use of Service

2.4.1 The Services offered herein may be used for any lawful purpose, including business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the DUC or others.

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2. RULES AND REGULATIONS (cont'd)

2.4 Use of Service (cont'd)

2.4.2 Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User will be permitted to use such Service in the same manner as the Customer, but subject to the following:

(A) One joint user or Authorized User must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all joint users or Authorized Users in the application for Service. Service orders which involve the start, rearrangement, or discontinuance of joint use or authorized use Service will be accepted by the Company only from that Customer and will be subject to all regulations of this Tariff.

(B) All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User will be liable to the Company for all charges incurred as a result of its use of the Company's Service. Each joint or Authorized User must submit to the designated Customer a letter accepting contingent liability for its portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or Authorized User understands that the Company will receive a copy of the guaranty from the designated Customer. The Customer will be responsible for allocating charges to each joint user or Authorized User.

2.4.3 In addition to the other provisions in this Tariff, Customers reselling Services will be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between the Company and the Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.

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2. RULES AND REGULATIONS (cont'd)

2.4 Use of Service (cont'd)

2.4.4 Service furnished by the Company will not be used for:

(A) Any unlawful or fraudulent purposes as defined in this Tariff; or

(B) Any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, an enhanced or electronic Service provider who has subscribed to the Service(s) contained herein. However, this provision does not preclude an agreement between the Customer, Authorized User, or joint user to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

2.4.5 A Customer of 800 or 900 Service(s) will provide not less than ten (10) business days' notice prior to implementation of special advertising or other new promotions likely to stimulate usage.

2.4.6 If a Customer of 800 or 900 Service(s) is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend Service temporarily and/or deny requests for additional Service. The Company will give the Customer ten (10) days' written notice via certified U.S. Mail of intent to suspend or deny Service due to such non-compliance.

2.4.7 A Customer requesting 800 or 900 Service will supply the following information when requesting Service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new traffic forecast will be submitted quarterly after Service is initiated.

2.4.8 The Customer will be billed directly by the LEC or CAP or any other authorized access provider for the Dedicated Access arrangements selected by the Customer for the provisioning of certain Switched Services or Dedicated Access Services. At the Customer's request, the Company may act as agent in the ordering of such arrangements. In instances where the Company orders such arrangements as an agent for the Customer, the Company will bill the Local Access charges to the Customer.

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2. RULES AND REGULATIONS (cont'd)

2.4 Use of Service (cont'd)

2.4.9 Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of such Service. The Customer will be deemed to have canceled Service as of the date of such disconnection and will be liable for any cancellation charges set forth in this Tariff. If the Customer uses 10XXX or other carrier access codes once the Customer's account has been canceled by the Company, the Customer is a Customer of the DUC not the Company.

2.5 Obligations of the Customer

2.5.1 The Customer will indemnify and hold harmless the Company against:

- Claim(s) 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 via the Service(s); or
- Violation(s) by the Customer or any other literary, intellectual, artistic, dramatic, or musical right, or other content transmitted via the Service(s); or
- Violation(s) by the Customer of the right to privacy; or
- Claim(s) of patent infringement arising from combining or connecting Company's facilities or the facilities of the DUC with apparatus and systems of the Customer; or
- All lost or stolen travel cards; or
- Any other rights whatsoever relating to or arising from message content or the transmission thereof; or
- All other claims arising out of any act or omission of the Customer in connection with any Service.

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2. RULES AND REGULATIONS (cont'd)

2.5 Obligations of the Customer (cont'd)

- 2.5.2 The Customer will be responsible for the payment of all charges for Services provided under this Tariff and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the Service(s) furnished under this Tariff unless specified otherwise herein. A Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered in order to be granted tax exempt status. Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Company is not liable for refunding the amount of the taxes paid by the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.
- 2.5.3 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the Call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand.
- 2.5.4 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.

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2. RULES AND REGULATIONS (cont'd)

2.5 Obligations of the Customer (cont'd)

- 2.5.5 The Customer will 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 will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses (including attorney's fees) and satisfy all judgements which may be incurred by or rendered against the Company in connection therewith.
- 2.5.6 The Customer is responsible for payment for all long distance Calls originated at the Customer's number(s), terminated on the Customer's 800 or 900 number, billed to the Customer's travel card or authorization code, accepted at the Customer's number, or incurred at the specified request of the Customer. The Customer is responsible for paying all Services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were used fraudulently.
- 2.5.7 The discontinuance of Service(s) by the Company pursuant to Paragraphs 2.3.1 does not relieve the Customer of any obligations to pay the Company for charges due and owing for Services(s) furnished up to the time of discontinuance. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.
- 2.5.8 The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the long distance network. The Customer will ensure that the signals emitted into the network of the DUC do not damage equipment, injure personnel, or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer will comply with applicable LEC signal power limitations.
- 2.5.9 If as a result of inaccurate information provided by the Customer, Circuits need to be moved, replaced, or redesigned, the Customer is responsible for the payment of all such charges. In the event the Company incurs costs and expenses caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

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2. RULES AND REGULATIONS (cont'd)

2.5 Obligations of the Customer (cont'd)

2.5.10 For a Customer subscribing to the Company's Switched Service utilizing Dedicated Access to be exempted from the monthly special access surcharge, the Customer must provide the Company an executed Exemption Certificate. The Customer may only be exempted from the monthly special access surcharge if the Customer's facility:

- terminates on a device incapable of connecting the network of the DUC selected by the Company with the local exchange network; or
- is associated with a Switched Access Service that is subject to carrier common line charges; or
- constitutes a Private Line facility used for telex service or radio or television transmissions.

2.5.11 If the Customer resells Services, the Customer assumes sole responsibility to provide all billing, collection, and customer service functions for all of its locations, including resolving any unauthorized presubscription disputes. Customers reselling the Customer's Services must have the appropriate certification in all areas where Service is provided. Further, the Customer also assumes full responsibility for complying with the Communications Act and the rules, regulations, and decisions of the Federal Communication Commission. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company immediately and irrevocably terminating Service(s) without incurring any liability. Notification of termination of Service(s) may be done in person or in writing.

2.5.12 If the presubscription of any line of a Reseller is unauthorized, the Company may charge the Reseller for the unauthorized presubscription change charges plus all additional charges imposed and costs incurred. The Reseller is financially liable for all lines at all locations until such time as the lines and/or locations are presubscribed to a different interexchange carrier. In instances where the Reseller has presubscribed lines and/or locations to its Service without proper authorization, the Reseller must:

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2. RULES AND REGULATIONS (cont'd)

2.5 Obligations of the Customer (cont'd)

- (A) Inform the premises owner/occupant at each location of the unauthorized change in IXC;
- (B) Insure that each such location is returned to the IXC of choice, and
- (C) Pay all applicable conversion charges.

2.5.13 In the event of non-payment by a Reseller's end user, the Company may be requested by the Reseller to block such end user's location because of non-payment of charges. The Reseller must certify that proper notice has been given to the premises owner/occupant at such location. Proper notice must meet state and federal rules for blocking Service due to non-payment. The Reseller is responsible for all costs incurred to disconnect or block the location from the Service(s).

2.5.14 The Customer will be liable for:

- (A) Reimbursing the Company for all loss as a result of theft, fire, flood or other catastrophes of Company or DUC provided equipment or facilities on the Customer's Premises.
- (B) Reimbursing the Company for damages to facilities or equipment caused by the negligence or wilful acts of the Customer's officers, employees, agents, or contractors.

2.6 Restoration of Service

The use and restoration of Service in emergencies will 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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2. RULES AND REGULATIONS (cont'd)

2.7 Interruption of Service

2.7.1 General

It will 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 will 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.

2.7.2 All Services

Credit allowances for the interruption of usage-sensitive Services will be limited to the applicable initial period charge for the Call interrupted, subject to the limitation of liability provision set forth in Section 2.3 preceding.

2.7.3 Recurring Monthly Charges

No credit for recurring monthly charges will be issued for outages less than two (2) hours in duration. For Customers with Services subject to a monthly recurring charge, Service interruptions of greater than two (2) hours duration will receive a credit proportional to the number of hours of the Service interruption divided by 720 hours, times the monthly recurring charge for the Service.

2.8 Customer Service

2.8.1 General

Customer Service may be contacted in writing at 340 Interstate North Parkway, Suite 200, Atlanta, Georgia 30339. Customers may also contact Customer Service by dialing a toll free number. The Company offers its Customers several toll free 800 numbers depending on the Customer's need. Service representatives are available to assist with Customers inquiries from 8:30 AM to 8:30 PM EST.

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2. RULES AND REGULATIONS (cont'd)

2.8 Customer Service (cont'd)

Monday through Friday, excluding holidays. If a Customer calls Customer Service after hours, the call goes to a voice mail system. If the call is not an emergency, a return call will be made the next business day. If the call is a Service emergency, a customer service representative is paged to contact the Customer. The toll free number is listed on the Customer's bill.

2.8.2 Billing Inquiries

Billing inquiries may be referred to the Company's Customer Service organization as indicated in Paragraph 2.8.1 above. If the Customer is not satisfied with the resolution of a bill dispute, the Customer may contact the Commission for resolution of the dispute.

2.8.3 Service Difficulties

Service difficulties may be referred to the Company's Customer Service organization, as indicated in Paragraph 2.8.1 above.

2.9 Obtaining Service

2.9.1 Application for Service

To obtain Service, the Company requires the Customer to complete a letter of agency or other authorization it deems appropriate.

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2 RULES AND REGULATIONS (cont'd)

2.9 Obtaining Service (cont'd)

2.9.2 Establishment of Credit

A) Applicant

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 will 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) Customer

If the conditions of Services or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

2.9.3 Deposits

(A) General

Any Applicant whose credit has not otherwise been duly established as provided in Section 2.9.2 hereof may be required to make a deposit to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held in the event that the conditions of Service or basis on which credit was originally established have materially changed.

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2. RULES AND REGULATIONS (cont'd)

2.9 Obtaining Service (cont'd)

(B) Amount of Deposit

The amount of any deposit will not exceed the estimated charges for six months' Service. The Company will determine the amount of the deposit.

(C) Interest on Deposits

The Company will pay simple interest on deposits at the rate of 6% per annum.

(D) Return of Deposit

A deposit will be returned:

- when an application for Service has been canceled prior to the establishment of Service. The deposit will be applied to any charges applicable in accordance with the Tariff and the excess portion of the deposit will be returned.
- At the end of one year satisfactory credit history.
- upon discontinuance of Service. The Company will refund the Customer's deposit or the balance in excess of unpaid bills.

Notwithstanding the foregoing, prior to the return, deposits will be applied to any outstanding charges to the Customer for Service, and only the excess, if any, will be returned.

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2. RULES AND REGULATIONS (cont'd)

2.10 Rendering and Payment of Bill

2.10.1 General

Bills are sent to the Customer's billing address as shown on their account. Payment in full is due upon receipt but no later than the due date stated on the bill. Payments will be made directly to the address indicated on the bill. Failure to remit payment by the due date will result in a late charge.

2.10.2 Billing Period

The billing period is a month. The Company uses cycle billing. Charges may be assessed for unbilled traffic for up to two years in arrears.

2.10.3 Late Charge

If a Customer's bill is not paid within thirty (30) days from the due date, the Company may impose a late charge of 1.5% per month on the delinquent amount.

2.10.4 Billing Disputes

Billing disputes are handled by the Company's Customer Service organization. See Paragraph 2.8.

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2. RULES AND REGULATIONS (cont'd)

2.10 Rendering and Payment of Bill (cont'd)

2.10.5 Rendering Bill

Bills will be sent to the current billing address no later than forty five (45) days following the close of billing.

2.11 Cancellation of Service By Customer

2.11.1 General

A Customer may only cancel Services by giving thirty (30) days' written notice to the Company. Such notice should be addressed to the Company's Customer Service organization at the address specified in Paragraph 2.8.1. Upon receipt of the written notice, the Company places an order with the DUC to cancel Service. Depending on the new IXC selected by the Customer, the DUC may have to advise the LEC to cancel Service.

2.11.2 Customers With Switched Access

Cancellation of the Customer's Service(s) will be effective when the LEC changes the PIC code, or when the DUC or CAP cancels the Services, as authorized by the Customer.

2.11.3 Customer With Dedicated Access

Cancellation of the Customer's Service(s) will be effective when the DUC cancels the ANIs submitted by the Company, or when the Customer's Dedicated Access facilities are moved to another IXC, as authorized by the Customer.

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2 RULES AND REGULATIONS (cont'd)**2.12 Termination of Service By Company****2.12.1 Notice of Service Termination**

If payment is not received by the time the next months bill is sent to the Customer, the bill will include a termination notice. Every effort will be made to provide a Customer five (5) days written notice of termination of Service. However, under certain circumstances including but not limited to emergency or threatened or actual disruption of Service to other Customers, the Company may terminate Service without notice. See Section 2.3 for conditions whereby the Company may refuse or terminate Service without incurring liability.

2.12.2 Non-Payment

If payment is not received within thirty (30) days from the billing date, a termination notice is sent to the Customer. Service will not be terminated if the Company receives payment prior to the termination date listed on the termination notice or if the Company and the Customer have entered into a payment arrangement.

2.12.4 Charges Owed

The discontinuance of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

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2. RULES AND REGULATIONS (cont'd)

2.13 Taxes

In addition to the charges specifically pertaining to the Services, certain federal, state, and local surcharges, taxes, gross receipts, and fees will be applied to these Services. These taxes, surcharges, and fees are calculated based upon the amount billed to the end user for Services. All state and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.

A Customer claiming tax exempt status must provide the Company with copies of all tax Exemption Certificates and documents required by the Company at the time Service is ordered in order to be granted tax exempt status. Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Company is not liable for refunding the amount of the taxes paid by the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

2.14 Transfer of Assignment

After obtaining the Company's written consent, the Customer of record may assign or transfer the use of Service where there is no interruption or physical relocation. All terms and provisions contained in this Tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met.

- 2.14.1 The Customer of record (assignor Customer) requests such assignment or transfer in writing at least forty-five (45) days prior to the effective date of any requested assignment or transfer; and

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2. RULES AND REGULATIONS (cont'd)

2.14 Transfer of Assignment (cont'd)

- 2.14.2 Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of notification; and
- 2.14.3 New Customer's (assignee Customer) credit is approved by the Company; and
- 2.14.4 The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of the Company's Services. These obligations include all outstanding indebtedness for the use of the Company's Service. Consent to such assignment or transfer will not be unreasonably withheld.
- 2.14.5 Any permitted assignment or transfer of Company' Service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

2.15 900 Service

- 2.15.1 The Company, pursuant to a separate contract with a customer for 900 Service provided pursuant to this Tariff, may enter into contractual arrangements with others to perform caller billing on behalf of the 900 Service Customer. Such contracts may require the Customer to submit to the Company various data including but not limited to all scripts of pre-recorded messages to be placed on the 900 Service, copies of any advertising and promotional materials, which the Company may, in turn, furnish to those requested to perform the billing.
- 2.15.2 A Customer shall not use its 900 Service to transmit obscene, indecent, or otherwise unlawful messages. The Company reserves the right to withhold service or discontinue service, without notice, if a message is unlawful notwithstanding other provisions set forth in this Tariff.

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2. RULES AND REGULATIONS (cont'd)

2.15 900 Service (cont'd)

- 2.15.3 A 900 Customer shall reasonably disclose to potential callers in promotional materials, which shall include but not be limited to all written or broadcast advertising, the charges to be billed to callers using this service.
- 2.15.4 The Company reserves the right to change a customer's 900 Service number and may do so upon providing the Customer with at least seven (7) days' notice of the change.
- 2.15.5 If a 900 Service Customer terminates the Service, or if the Company terminates service to the Customer, any 900 Service number which may have been assigned to said Customer will be forfeited.
- 2.15.6 A service bureau subscribing to the Company's 900 transport services, including 900 services, under this Tariff, shall promptly furnish to the Company and keep current on a continuing basis, the name, address and customer service telephone numbers of the information providers to whom it provides service. Where an information provider directly subscribes to the Company's 900 Service, the information provider shall promptly furnish to the Company, and keep current on a continuing basis, its name, address, and customer service telephone number(s).
- 2.15.7 No service bureau or information provider subscribing to the Company's 900 Service shall use automatic dialing devices which deliver a recorded message to the called party unless the device release that called party's telephone line promptly but in no event longer than current industry standards.
- 2.15.8 Service bureaus and information providers subscribing to the Company's 900 Service must comply with all federal and state policies, rules, orders, and statutes regarding pay-per-call 900 service.

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 2. RULES AND REGULATIONS (cont'd)
2.16 Timing of Calls

Calls are timed and measured by the DUC whose Services are resold by the Company in accordance with its own Tariff as filed with the Commission.

2.17 Rate Period2.17.1 General

Different rates may be applicable to an intrastate 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. At times shown are local time at the Calling Station in case of an outbound Call and at the Called Station in case of an inbound Call.

2.17.2 Peak and Off-Peak Rates

The Peak rate period is 8:00 AM to 5:00 PM Monday through Friday. The Off-Peak rate period is all other times.

2.17.3 Day, Evening, Night/Weekend Rate Periods

Day, Evening, Night/Weekend rate periods are determined by the time of day at the Calling Station.

Times Applicable

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

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2. RULES AND REGULATIONS (cont'd)

2.18 Holiday Rates

Holiday rates do not apply.

2.19 Application of Charges

Calls are billed in various increments depending on the Service subscribed to by the Customer. Each Service has its own specific minimum connect time. For all Services, fractions of an increment are rounded up to the next highest increment.

Usage charges apply to all completed Calls. The usage charges for each completed Call during a billing month will be computed. If the total charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

2.20 Determining Rate In Effect

2.20.1 General

For outbound Services that are time-of-day sensitive, the time-of-day at the central office of 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 of POP associated with the Called Station determines the rate in effect.

2.20.2 Calls Originating 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.

2.20.3 Calls Originating 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.

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2. RULES AND REGULATIONS (cont'd)

2.21 Interconnection

Service furnished by the Company may be connected with the Services or facilities of other carriers. Some of this Tariff anticipates the use of such facilities for special (dedicated) originating access service. Such service or facilities are provided under the terms, rates, and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with Services set forth herein. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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3. DESCRIPTION OF SERVICES

3.1 General

The Company offers 1+ outbound, 800, 900, travel card, and Directory Assistance services to its Customers. Rates for Services vary based on the service option chosen by the Customer. The Company reserves the right to change the DUC for any service set forth in this Tariff.

3.2 Outbound Services

3.2.1 General

All Switched Access outbound Service(s) are available only in equal access serving areas. All Dedicated Access outbound Service(s) are available statewide. All outbound Service(s) are provisioned by the DUC. The actual rate is determined by the monthly volume of intrastate minutes.

3.2.2 ITA WATS

ITA WATS is an outbound only, long distance pricing plan for Residential Customers using Switched Access to reach the long distance network of the DUC. All Calls are billed in six (6) second increments subject to a minimum connect time of eighteen (18) seconds, and all Calls are rounded up to the next highest six (6) second increment. For example, a twelve (12) second Call would be billed as eighteen (18) seconds while a twenty (20) second Call would be billed as twenty-four (24) seconds.

3.2.3 ITA Dedicated WATS

ITA Dedicated WATS is an outbound only, long distance service for businesses that utilize Dedicated Access to reach the POP of the DUC. All Calls are billed in six (6) second increments subject to a minimum connect time of eighteen (18) seconds, and all Calls are rounded up to the next highest six (6) second increment. For example, a twelve (12) second Call would be billed as eighteen (18) seconds while a twenty (20) second Call would be billed as twenty-four (24) seconds.

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3. DESCRIPTION OF SERVICES (cont'd)

3.3 Inbound Services

3.3.1 General

All 800 or 900 Service(s) are intrastate offerings utilizing either switched or Dedicated Access for termination of inbound Calls. 800 Service permits Calls to be completed to the Customer's location without charge to the calling party. Access to the Services is gained by dialing a ten-digit telephone number, (800) NXX-XXXX, which terminates at the Customer's requested location. Intrastate 800 service subscribers have the option of placing intrastate, interstate and international calls. The actual rate is determined by the monthly volume of intrastate minutes.

3.3.2 ITA Switched 800

ITA Switched 800 is a flat rated inbound Service which permits Calls to be completed to the Customer's location from diverse geographical locations via switched access. The Customer subscribing to this Service rather than the calling party is billed for each Call. All Calls are billed in six (6) second increments subject to a minimum connect time of eighteen (18) seconds, and all Calls are rounded up to the next highest six (6) second increment. For example, a twelve (12) second Call would be billed as twelve (12) seconds while a twenty (20) second Call would be billed as twenty-four (24) seconds.

3.3.3 ITA Dedicated 800

ITA Dedicated 800 allows intrastate traffic to terminate via Dedicated Access lines between the Subscriber's premises and the DUC's POP in the terminating city. All Calls are billed in six (6) second increments subject to a minimum connect time of eighteen (18) seconds, and all Calls are rounded up to the next highest six (6) second increment. For example, a twelve (12) second Call would be billed as twelve (12) seconds while a twenty (20) second Call would be billed as twenty-four (24) seconds.

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3. DESCRIPTION OF SERVICES (cont'd)

3.3 Inbound Services (cont'd)

3.3.4 ITA 900

(A) General

ITA 900 Service is an inbound, long distance Service that permits callers to place long distance calls to the Customer's (Information Providers (IP)) stations in one location from diverse geographical service areas. ITA 900 Service Customers may provide live or pre-recorded messages to callers using the Customer's own equipment. Customer's must use Dedicated Access, which provides hardware answer supervision, at each 900 Service terminating location. Intrastate ITA 900 Service is offered only as an add-on to the companion interstate ITA 900 Service.

The Customer is responsible for providing answer supervision back to the DUC's point of connection even when the ITA 900 Service is connected to switching equipment or to a Customer-provided communication system. In such cases, the equipment or system must provide appropriate answer supervision so that the measure of chargeable time begins upon the delivery of the Call to the customer's switching equipment or communication system and ends upon termination of the Call. All calls are billed at a minimum of one minute and rounded, thereafter, to the next highest minute. For example, a 90 second call would be billed as two (2) minutes.

(B) Service Availability

Service is limited to those exchanges served by local exchange companies who offer billing and collection for 900 services. However, in no case, is Service available in areas where blocking of all 900 prefixes is not available.

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3. DESCRIPTION OF SERVICES (cont'd)

3.4 ITA Card Services

Card Services allow the Customer or end user to bill a Call to their primary service location when the caller is away from their established service location. Customers access the network from anywhere within the geographical areas set forth in Paragraph 2.1 and for which there is a rate specified in this Tariff by dialing a Company provided "800" number. Calls will be completed without the assistance of an operator. Calls are billed in 1 minute increments subject to a minimum connect time of 1 minute. All Calls are rounded to the next highest minute. In addition to the per minute usage charges, each card call is subject to an additional service fee per cal.

3.5 Directory Assistance

3.5.1 General

Directory assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party.

3.5.2 Availability of Service(s)

Intrastate directory assistance is available if the Customer subscribes to any outbound Service(s) that utilize Switched Access to reach the long distance network. Customers with Dedicated Access must program their PBX to route directory assistance Calls over their Switched Access lines.

3.5.3 Application of Charges

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).

3.6 Rate Schedule E

Rate Schedule E is a mileage sensitive outbound only, long distance pricing plan for Customers using Switched Access to reach the long distance network of DUC 1 or DUC 2 at the Company's option.

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3. DESCRIPTION OF SERVICES (cont'd)

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4. PLAN S RATES AND CHARGES

4.1 Outbound Services

4.1.1 ITA WATS

(A) Usage Rates For Calls Originating and Terminating in the State of Florida.

MONTHLY VOLUME IN MINUTES	RATE PER MINUTE
0 - 2,500	\$0.1600
2,501 - 5,000	\$0.1590
5,001 - 10,000	\$0.1540
10,001 - 25,000	\$0.1530
25,001 - 50,000	\$0.1520
50,001 - 100,000	\$0.1500
100,001 - 250,000	\$0.1480
250,001 - 500,000	\$0.1460
500,001 - 750,000	\$0.1440
750,001 - 1,000,000	\$0.1420
1,000,001 - 1,500,000	\$0.1410
1,500,001 - +	\$0.1400

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4 PLAN S RATES AND CHARGES (cont'd)

4.1 Outbound Services (cont'd)

4.1.2 ITA Dedicated WATS

(A) Usage Rates For Calls Originating and Terminating in the State of Florida

MONTHLY VOLUME IN MINUTES	RATE PER MINUTE
0 - 2,500	\$0.1215
2,501 - 5,000	\$0.1195
5,001 - 10,000	\$0.1185
10,001 - 25,000	\$0.1175
25,001 - 50,000	\$0.1165
50,001 - 100,000	\$0.1155
100,001 - 250,000	\$0.1145
250,001 - 500,000	\$0.1135
500,001 - 750,000	\$0.112
750,001 - 1,000,000	\$0.1109
1,000,001 - 1,500,000	\$0.1075
1,500,001 - +	\$0.1050

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4. PLAN S RATES AND CHARGES (cont'd)

4.2 Inbound Services

4.2.1 ITA Switched 800

(A) Usage Rates For Calls Originating and Terminating in the State of Florida.

MONTHLY VOLUME IN MINUTES	RATE PER MINUTE
0 - 2,500	\$0.1900
2,501 - 5,000	\$0.1870
5,001 - 10,000	\$0.1840
24,001 - 50,000	\$0.1830
50,001 - 100,000	\$0.1810
100,001 - 250,000	\$0.1795
250,001 - 500,000	\$0.1785
500,001 - 750,000	\$0.1775
750,001 - 1,000,000	\$0.1765
1,000,001 - 1,500,000	\$0.1745
1,500,001 - +	\$0.1700

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4. PLAN S RATES AND CHARGES (cont'd)

4.2 Inbound Services (cont'd)

4.2.2 ITA Dedicated 800

(A) Usage Rates For Calls Originating and Terminating in the State of Florida

MONTHLY VOLUME IN MINUTES	RATE PER MINUTE
0 - 2,500	\$0.1450
2,501 - 5,000	\$0.1445
5,001 - 10,000	\$0.1435
10,001 - 25,000	\$0.1425
25,001 - 50,000	\$0.1415
50,001 - 100,000	\$0.1365
100,001 - 250,000	\$0.1240
250,001 - 500,000	\$0.1215
500,001 - 750,000	\$0.1215
750,001 - 1,000,000	\$0.1205
1,000,001 - 1,500,000	\$0.1205
1,500,001 - +	\$0.1200

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4. PLAN S RATES AND CHARGES (cont'd)4.2 Inbound Services (cont'd)

4.2.3 ITA 900

(A) Usage Rates For Calls Originating and Terminating in the State of Florida.

MONTHLY VOLUME IN MINUTES	RATE PER MINUTE	
	A	B
0 - 10,000	\$0.250	\$0.310
10,001 - 25,000	\$0.230	\$0.284
25,001 - 50,000	\$0.220	\$0.271
50,001 - 100,000	\$0.210	\$0.258
100,001 - 250,000	\$0.200	\$0.245
250,001 - 500,000	\$0.190	\$0.232
500,001 - 750,000	\$0.180	\$0.219
750,001 - 1,000,000	\$0.170	\$0.206
1,000,001 - 1,500,000	\$0.160	\$0.193
1,500,001 - +	\$0.150	\$0.180

Rate Schedule A = Applies to customers
who sign a term agreementRate Schedule B = Applies to customers
who do not sign a term agreement

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4. PLAN S RATES AND CHARGES (cont'd)

4.3 ITA Card

4.3.1 Usage Rates For Calls Originating and Terminating in the State of Florida

MONTHLY VOLUME IN MINUTES	RATE PER MINUTE
0 - 2,500	\$0.350
2,501 - 5,000	\$0.339
5,001 - 10,000	\$0.328
10,001 - 25,000	\$0.317
25,001 - 50,000	\$0.306
50,001 - 100,000	\$0.295
100,001 - 250,000	\$0.284
250,001 - 500,000	\$0.273
500,001 - 750,000	\$0.262
750,001 - 1,000,000	\$0.251
1,000,001 - 1,500,000	\$0.240
1,500,001 - +	\$0.230

4.3.2 Service Fee Per Call: \$0.50

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4. PLAN S RATES AND CHARGES (cont'd)

4.4 Directory Assistance

4.4.1 Charge Per Call: \$1.00

4.5 Rate Schedule E

The rate per minute or fraction thereof is \$.50. The minimum monthly usage charge is \$.50.

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4. PLAN S RATES AND CHARGES (cont'd)

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5. PLAN W RATES AND CHARGES

5.1 Outbound Services

5.1.1 ITA WATS

(A) Usage Rates For Calls Originating and Terminating in the State of Florida.

MONTHLY VOLUME IN MINUTES	RATE PER MINUTE
0 - 2,500	\$0.1600
2,501 - 5,000	\$0.1590
5,001 - 10,000	\$0.1540
10,001 - 25,000	\$0.1530
25,001 - 50,000	\$0.1520
50,001 - 100,000	\$0.1500
100,001 - 250,000	\$0.1480
250,001 - 500,000	\$0.1460
500,001 - 750,000	\$0.1440
750,001 - 1,000,000	\$0.1420
1,000,001 - 1,500,000	\$0.1410
1,500,001 - +	\$0.1400

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5. PLAN W RATES AND CHARGES (cont'd)

5.1 Outbound Services (cont'd)

5.1.2 ITA Dedicated WATS

(A) Usage Rates For Calls Originating and Terminating in the State of Florida.

MONTHLY VOLUME IN MINUTES	RATE PER MINUTE
0 - 2,500	\$0.1215
2,501 - 5,000	\$0.1195
5,001 - 10,000	\$0.1175
10,001 - 25,000	\$0.1175
25,001 - 50,000	\$0.1165
50,001 - 100,000	\$0.1155
100,001 - 250,000	\$0.1145
250,001 - 500,000	\$0.1135
500,001 - 750,000	\$0.1112
750,001 - 1,000,000	\$0.1109
1,000,001 - 1,500,000	\$0.1075
1,500,001 - +	\$0.1050

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5. PLAN W RATES AND CHARGES (cont'd)

5.2 Inbound Services

5.2.1 ITA Switched 800

(A) Usage Rates For Calls Originating and Terminating in the State of Florida.

MONTHLY VOLUME IN MINUTES	RATE PER MINUTE
0 - 2,500	\$0.1900
2,501 - 5,000	\$0.1870
5,001 - 10,000	\$0.1840
24,001 - 50,000	\$0.1830
50,001 - 100,000	\$0.1810
100,001 - 250,000	\$0.1795
250,001 - 500,000	\$0.1785
500,001 - 750,000	\$0.1775
750,001 - 1,000,000	\$0.1765
1,000,001 - 1,500,000	\$0.1745
1,500,001 - +	\$0.1700

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5. PLAN W RATES AND CHARGES (cont'd)

5.2 Inbound Services (cont'd)

5.2.2 ITA Dedicated 800

(A) Usage Rates For Calls Originating and Terminating in the State of Florida.

MONTHLY VOLUME IN MINUTES	RATE PER MINUTE
0 - 2,500	\$0.1450
2,501 - 5,000	\$0.1445
5,001 - 10,000	\$0.1435
10,001 - 25,000	\$0.1425
25,001 - 50,000	\$0.1415
50,001 - 100,000	\$0.1365
100,001 - 250,000	\$0.1240
250,001 - 500,000	\$0.1215
500,001 - 750,000	\$0.1215
750,001 - 1,000,000	\$0.1205
1,000,001 - 1,500,000	\$0.1205
1,500,001 - +	\$0.1200

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5. PLAN W RATES AND CHARGES (cont'd)5.2 Inbound Services (cont'd)

5.2.3 ITA 900

(A) Usage Rates For Calls Originating and Terminating in the State of Florida.

MONTHLY VOLUME IN MINUTES	RATE PER MINUTE	
	A	B
0 - 10,000	\$0.250	\$0.310
10,001 - 25,000	\$0.230	\$0.284
25,001 - 50,000	\$0.220	\$0.271
50,001 - 100,000	\$0.210	\$0.258
100,001 - 250,000	\$0.200	\$0.245
250,001 - 500,000	\$0.190	\$0.232
500,001 - 750,000	\$0.180	\$0.219
750,001 - 1,000,000	\$0.170	\$0.206
1,000,001 - 1,500,000	\$0.160	\$0.193
1,500,001 - +	\$0.150	\$0.180

Rate Schedule A = Applies to customers
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5. PLAN W RATES AND CHARGES (cont'd)5.3 ITA Card

5.3.1 Usage Rates For Calls Originating and Terminating in the State of Florida.

MONTHLY VOLUME IN MINUTES	RATE PER MINUTE
0 - 2,500	\$0.350
2,501 - 5,000	\$0.339
5,001 - 10,000	\$0.328
10,001 - 25,000	\$0.317
25,001 - 50,000	\$0.306
50,001 - 100,000	\$0.295
100,001 - 250,000	\$0.284
250,001 - 500,000	\$0.273
500,001 - 750,000	\$0.262
750,001 - 1,000,000	\$0.251
1,000,001 - 1,500,000	\$0.240
1,500,001 - +	\$0.230

5.3.2 Service Fee Per Call: \$0.50

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5. PLAN W RATES AND CHARGES (cont'd)

5.4 Directory Assistance

5.4.1 Charge Per Call: \$1.00

5.5 Rate Schedule E

The rate per minute or fraction thereof is \$.50. The minimum monthly usage charge is \$.50

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5. PLAN W RATES AND CHARGES (cont'd)

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6. PROMOTIONS

6.1 Special Promotional Offerings

The Company will, from time to time, offer one or more of the following promotions to its Customers waiving or reducing certain rates, charges, fees, or penalties in response to media advertising, direct mail solicitation, telemarketing and/or direct sales presentations. These promotional offerings will be available to Customers who subscribe to one of the services contained in this Tariff. The promotional offerings may contain a requirement that the Customer remain subscribed to a particular Service for a period not to exceed three years.

y

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Atlanta, Georgia 30339

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EXHIBIT D

Arjuna Diaz

EXPERIENCE

1989 - Present

International Telemedia Associates, Inc.
Founder, Sole Proprietor
Chairman of the Board

1987 - 1988

AT&T Bell Laboratories
Independent Consultant

1985 - 1988

Bell Communications Research
Independent Consultant

1984

Mirror Images Software Inc.
Senior Manager of Computer Graphics

1981 - 1983

Rensselaer Polytechnic Institute
Research Applications Programmer

EDUCATION

1981 - 1983 Rensselaer Polytechnic Institute
Graduate Program in Mathematics

1978 Brown University
BA, Linguistics

Kevin Murphy

EXPERIENCE

August, 1994 - Present

International Telemedia Associates, Inc.
President, CEO

October, 1993 - August, 1994

KCMI Consulting
President

December, 1990 - October, 1993

VRS Billing Systems
President

September, 1989 - December, 1990

Intellicall
Director, Private Billing Services

October, 1983 - September, 1989

Davox Corporation
Director, Manufacturing/Quality Control

March, 1980 - October, 1983

Applicon/Schlumberger
Manager, Materials

EDUCATION

1982 Boston College
 MBA

1972 - 1976 Boston College
 BA

Robert W. Gulledge

EXPERIENCE

April, 1996 - Present

International Telemedia Associates, Inc.

Vice President, Business Development

1992 - 1996

U.S. Long Distance / ZPDI

Director, Telco Relations & Regulatory / Vice President, Telco Relations

1988 - 1992

National Exchange Carrier Association (NECA)

Director, Finance & Administration for Billing & Collection Services

1983 - 1987

Panasonic

Electrical Engineer

1979 - 1983

Bell & Howell

Electrical Engineer

EDUCATION

1975 - 1979 University of Minnesota

BSEE

KELLEY DRYE & WARREN LLP

A PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

1200 19TH STREET, N.W.

SUITE 500

WASHINGTON, D. C. 20036

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TELEPHONE

D346

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July 26, 1996

960868-TJ

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BRUSSELS, BELGIUM

HONG KONG

AFFILIATED OFFICES

NEW DELHI, INDIA

TOKYO, JAPAN

VIA OVERNIGHT DELIVERY

Ms. Blanca Bayo

Director

Florida Public Service Commission

2540 Shumard Oak Boulevard

Tallahassee, Florida 32399-0864

Re: Application of International Telemedia Associates, Inc. for a
Certificate of Public Convenience and Necessity to Provide

FIRST UNION NATIONAL BANK
OF WASHINGTON, D.C.
WASHINGTON, DC

KELLEY DRYE & WARREN LLP

1200 19TH STREET, N.W.

WASHINGTON, DC 20036

04012

15-122/540
00480

7/9/96

PAY TO THE
ORDER OF

Florida Public Service Commission

\$ 250.00

Two Hundred Fifty And No/100-----

DOLLARS

MEMO Chg. 032738.002 Filing for Certification

David L. Vangron



KELLEY DRYE & WARREN LLP

A PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

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WASHINGTON, D. C. 20036

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TOKYO, JAPAN

D343

JUL 29 '96

July 26, 1996

VIA OVERNIGHT DELIVERY

Ms. Blanca Bayo
Director
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0864

**Re: Application of International Telemedia Associates, Inc. for a
Certificate of Public Convenience and Necessity to Provide
Intrastate Interexchange Services**

Dear Ms. Bayo:

Enclosed please find an original and 12 copies of International Telemedia Associates, Inc.'s ("ITA") Application for a Certificate of Public Convenience and Necessity for filing with the Commission. Also enclosed are a diskette, a check in the amount of \$250.00 to cover the cost of filing for certification, and a duplicate of this filing. Please date-stamp the duplicate upon receipt and return it in the self-addressed stamped envelope provided.

Please do not hesitate to contact me if you have any questions.

Respectfully submitted,

Maneann Z. Machida
Maneann Z. Machida

RECEIVED
JUL 29 11 11 AM
ADMINISTRATIVE
MAIL ROOM