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210 N. Park Ave. P.O. Drawer 200

May 21, 1997 OVERNIGHT

Winter Park, FL 32790-0200

SEC /

WAS ____

OTH ___

Florida Public Service Commission

Tel: 407-740-8575

Division of Administration, Room G-50

Fax: 407-740-0613

101 East Gaines Street Tallahassee, FL 32399-0850



RE:

Initial Application and Tariff of USA Telecard, Inc. d/b/a Telecard America, Inc. for Authority to Provide Interexchange Telecommunications Services within the State of Florida.

Dear Sir/Madam:

Enclosed for filing are the original and six (6) copies of the tariff of USA Telecard, Inc. d/b/a Telecard America, Inc. The tariff was not filed with the original application and is being filed at this time pursuant to conversations with Mr. Williams of the telecomunications staff.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope.

I may be reached at (407) 740-8575 with any questions, comments or correspondence regarding this application. Thank you for your assistance.

ACK	regarding this application. Thank you for your
AFA _	Sincerely,
APP	
CAF	(== 0
CMU	Monique Dyrnes
CTR	Morrique Byrnes
EAG	Consultant to USA Telecard, Inc.
LEG _1	OSA Telecard, Inc.
LIN	
OPC	cc: J. Resnick
RCH	file: USA Telecard - FL
1.011	tms: FL97000

READ OF RECORDS

DOCUMENT NUMBER-DATE

05343 MAY 295

FPSC-RECORDS/REPORTING

TITLE PAGE

FLORIDA TELECOMMUNICATIONS TARIFF

OF

USA Telecard, Inc. d/b/a Telecard America, Inc.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by USA Telecard, Inc. d/b/a Telecard America, Inc. with principal offices located at 1777 Reisterstown Road, Suite 265, Baltimore, Maryland 21208. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED: May 9, 1997

EFFECTIVE:

ISSUED BY:

David Rubenstein

USA Telecard, Inc. d/b/a Telecard America, Inc.

CHECK SHEET

This tariff contains the sheets listed below, each of which is effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original tariff.

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

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^{* -} Indicates new or revised sheet with this filing

TABLE OF CONTENTS

tle Sheet	
eck Sheet	
ble of Contents 3	,
mbols	,
riff Format	7
ction 1.0 - Technical Terms and Abbreviations	3
ction 2.0 - Rules and Regulations	2
ction 3.0 - Description of Service	7
ction 4.0 - Rates	1

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USA Telecard, Inc. d/b/a Telecard America, Inc.

ALPHABETICAL TABLE OF CONTENTS

<u>PAC</u>	
Abbreviations	8
Advance Payments	15
Applicable Law	25
Applicability of Tariff	12
Calculation of Distance	28
Cancellation by Customer	19
Cost of Collection and Repair	
Definitions	
Deposits	14
Description of Service - General	27
Directory Assistance for Handicapped Persons	36
Discounts for Hearing Impaired Customers	35
Emergency Call Exemptions	
	17
	16
Late Payment Charge	36
Liability	17
Limitations of Service	23
	36
Other Rules	26
Payment Arrangements	13
	13
Quality and Grade of Service Offered	27
Rates - General	34
Rate Periods	31
Refunds and Credit for Service Outages	
Refusal or Discontinuance by Company	20
	36
Rules and Regulations	12
Service Description - Debit Card Service	
	37
	15
Technical Terms	8
Terminal Equipment	24

ISSUED: May 9, 1997

EFFECTIVE:

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USA Telecard, Inc. d/b/a Telecard America, Inc.

ALPHABETICAL TABLE OF CONTENTS, (CONT'D.)

SUBJECT	PAGE
Tests, Pilots, Promotional Campaigns	 25
Timing of Calls	
Undertaking of Telecard America	 12
Use of Service	

ISSUED: May 9, 1997

EFFECTIVE:

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USA Telecard, Inc. d/b/a Telecard America, Inc.

SYMBOLS

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

- (D) Delete or Discontinue
- (I) Change Resulting in an Increase to a Customer's Bill
- (M) Moved from another Tariff Location
- (N) New
- (R) Change Resulting in a Reduction to a Customer's Bill
- (T) Change in Text or Regulation but no Change in Rate or Charge.

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

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TARIFF FORMAT

- A. Sheet Numbering Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right comer of each sheet. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

D. Check Sheets - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Abbreviations

The following abbreviations are used herein only for the purposes indicated below:

C.O. - Central Office Corp. - Corporation

FCC - Federal Communications Commission
FPSC - Florida Public Service Commission

IXC - Interexchange Carrier

LATA - Local Access and Transport Area

LEC - Local Exchange Carrier

MTS - Message Telecommunications Service

PBX - Private Branch Exchange

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.2 Definitions

Access Line - An arrangement which connects the Customer's telephone to a Telecard America designated switching center or point of presence.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Service network to identify the caller and validate the caller's authorization to use the services provided.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service.

Available Usage Balance - The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account has an Initial Account Balance which is stated either in U.S. dollars or Call Units, depending upon the type of service. The Available Balance is depleted as services provided by the Company are utilized by the Customer.

Commission - The Florida Public Service Commission.

Company or Carrier - USA Telecard, Inc. d/b/a Telecard America, Inc. unless otherwise clearly indicated by the context.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Debit Account - An account which consists of a pre-paid usage balance depleted on a real-time basis during each Debit Service call.

Debit Card - A card issued by the Company which provides the Customer with a Personal Account Code and instructions for accessing the Carrier's network.

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USA Telecard, Inc. d/b/a Telecard America, Inc.

Commercentre East Suite 265 1777 Reisterstown Road

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.2 Definitions, (Cont'd.)

Debit Service Call - A service accessed via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company issued Debit Account.

Initial Usage Balance - The amount of usage on a Debit Account upon issuance and before any depleting call activity.

LEC - Local Exchange Company.

Marks - A collective term to mean such items as trademarks, service marks, trade names and logos; copyrighted words, artwork, designs, pictures or images; or any other device or merchandise to which legal rights or ownership are held or reserved by an entity.

Personal Account Code - A numeric or alpha-numeric sequence which uniquely identifies a Travel or Debit Account.

Renewal - A method of replenishing a Debit Account's Available Usage Balance with additional minutes of usage as authorized and paid for by the Customer.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.2 Definitions, (Cont'd.)

Sponsor - A corporation or other legal entity that exclusively permits the use of its Marks to the Company for use with telephone cards or other merchandise, and contracts with the Company for the marketing of the services described herein.

Subscriber - See Customer.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Telecard America - Refers to USA Telecard, Inc. d/b/a Telecard America, Inc.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purposed of rating calls.

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SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of USA Telecard, Inc. d/b/a Telecard America, Inc.

USA Telecard, Inc. d/b/a Telecard America, Inc. ("Telecard America") is a resale common carrier providing debit card services to Customers within the State of Florida. Telecard America services and facilities are furnished for communications originating at specified points within the State of Florida under terms of this tariff.

Telecard America provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this tariff. Telecard America may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Telecard America services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services is provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Applicability of Tariff

This tariff is applicable to telecommunications services provided by Telecard America within the state of Florida.

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2.3 Payment and Credit Regulations

2.3.1 Payment Arrangements

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer must be received by the Company or its authorized agent prior to the activation of the Customer's Debit Account. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Florida PSC. Any objections to Debit Account depletions must be promptly reported to the Company or its billing agent. Adjustments to Customers' Debit Account Available Usage balance shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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2.3 Payment and Credit Regulations, (Cont'd.)

2.3.1 Payment Arrangements, (cont'd.)

Payments for service provided in association with Company-issued Debit Accounts must be received by the Company or its authorized agent prior to the activation of the Customer's Debit Account. The Customer shall be responsible for all calls placed via the Debit Account as the result of the Customer's intentional or negligent disclosure of their Personal Account Code.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

Renewal of Customer Account Balances made by charges to commercial credit cards are subject to the terms and conditions of the issuing commercial credit card company and those of Telecard America's credit card processing agent. Renewals of Customer Account Balances made by cashier's checks are subject to the terms and conditions of the issuing financial institution.

2.3.2 Deposits

The Company does not require a deposit from the Customer or Subscriber. The prepayment of services which are immediately available to the Customer does not constitute a deposit.

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2.3 Payment and Credit Regulations, (Cont'd.)

2.3.3 Advance Payments

The Company does not collect Advance Payments from its Customers. The prepayment of services which are immediately available to the Customer does not constitute a deposit.

2.3.4 Taxes

All applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, and Gross Receipts Tax are included in the rates and charges stated in the Company's rate schedule for its debit card service.

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2.4 Refunds or Credits for Service Outages or Deficiencies

2.4.1 Interruption of Service

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4.3 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control.

The Company will provide a credit equal to one minute of applicable service for calls that are interrupted or subject to inadequate transmission. Credit allowances for interruptions of service are limited to the initial call period charges for reestablishing the interrupted call. Credits will not be issued when an interruption or service deficiency is not reported to the Company or is caused by the failure of power, equipment or systems not provided by the Company.

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2.4 Refunds or Credits for Service Outages or Deficiencies, (Cont'd.)

2.4.2 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.4.3 Liability

- A. The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- B. The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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2.4 Refunds or Credits for Service Outages or Deficiencies, (Cont'd.)

2.4.3 Liability (cont'd.)

C. The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss. expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's or Subscriber's apparatus or systems, or (iii) for any act or omission of the Customer or Subscriber, or (iv) for any personal injury or death of any person, or for any loss of or damage to Subscriber's or Customer's premises or any other property, whether owned by Customer, Subscriber or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.

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2.4 Refunds or Credits for Service Outages or Deficiencies, (Cont'd.)

2.4.3 Liability (cont'd.)

- D. The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.
- E. The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Debit Cards or Personal Account Codes issued for use with the Company's services. Nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Debit Card provided to a Customer before or after the expiration date assigned to each Debit Account.

2.5 Cancellation by Customer

Prepaid service may be cancelled by fully depleting the available balance of the Customer account and/or by not renewing a renewable account.

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2.6 Refusal or Discontinuance by Company

- 2.6.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. Telecard America will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.
- 2.6.2 Telecard America may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given fifteen (15) days notice to comply with any rule or remedy any deficiency:
 - A. For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
 - B. For use of telephone service for any purpose other than that described in the application.

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USA Telecard, Inc. d/b/a Telecard America, Inc.

2.6 Refusal or Discontinuance by Company, (Cont'd.)

2.6.2 (cont'd.)

- C. For neglect or refusal to provide reasonable access to Telecard America or its agents for the purpose of inspection and maintenance of equipment owned by Telecard America or its agents.
- D. For noncompliance with or violation of Commission regulation or Telecard America's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.
- E. For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
- F. Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect Telecard America's equipment or service to others.
- G. Without notice in the event of tampering with the equipment or services owned by Telecard America or its agents.

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2.6 Refusal or Discontinuance by Company, (Cont'd.)

2.6.2 (cont'd.)

- H. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Telecard America may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.
- J. With proper notice, when the Available Account Balance of a non-renewable account is depleted to a level insufficient to place a one-minute call to the location of least cost.
- K. With proper notice, when the established expiration date of the Customer Account is reached.

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2.7 Limitations of Service

- 2.7.1 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.7.2 Telecard America reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of law.
- 2.7.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.7.4 Telecard America reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

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USA Telecard, Inc. d/b/a Telecard America, Inc.

2.8 Use of Service

Service may be used for any lawful purpose for which it is technically suited. Customers or Subscribers reselling or rebilling Telecard America's Florida intrastate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

2.9 Terminal Equipment

Company's facilities and service may be used with or terminated in Customer-provided or Subscriber-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer or Subscriber, except as otherwise provided. Subscriber or Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

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USA Telecard, Inc. d/b/a Telecard America, Inc.

2.10 Applicable Law

This tariff shall be subject to and construed in accordance with Florida law.

2.11 Cost of Collection and Repair

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer or the Subscriber is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.12 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a Customer.

These promotions will be approved by the FPSC with specific starting and ending dates with promotions running under no circumstances longer than 90 days in any twelve month period.

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USA Telecard, Inc. d/b/a Telecard America, Inc.

2.13 Other Rules

- 2.13.1 Telecard America reserves the right to validate the credit worthiness of Customers or Authorized Users through available verification procedures.
- 2.13.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers or Customers as required to neet changing regulations, rules or standards of the FPSC.

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SECTION 3.0 - DESCRIPTION OF SERVICE

3.1 General

Telecard America provides prepaid card services for communications originating and terminating within the State of Florida under terms of this tariff.

3.2 Quality and Grade of Service Offered

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 90% during peak use periods for Feature Group D 1+ dialing. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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3.3 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

- Step 1 Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3 Square the differences obtained in Step 2.
- Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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3.3

[Reserved for future use]

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3.4 Timing of Calls

Billing for calls placed over the Telecard America network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.4.1 Call timing begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.4.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.4.3 Minimum call duration periods for billing purposes vary by service option and are specified in Section 4 of this tariff.
- 3.4.4 For billing purposes, usage after the initial period varies by service and is specified in Section 4 of this tariff.
- 3.4.5 The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, Telecard America will, after review of the appropriate records, issue credit for the call, by adding time back to the Debit Account, if reasonable proof or justification for the credit exists.

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EFFECTIVE:

ISSUED BY:

David Rubenstein

USA Telecard, Inc. d/b/a Telecard America, Inc.

3.5 Rate Periods

3.5.1 Unless otherwise specified in this tariff, the following rate periods apply to all services subject to time of day discounts:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	1	DAYTIM	E RATE	PERIOD	•		
5:00 PM TO 11:00 PM*		EVENING RATE PERIOD			EVE		
11:00 PM TO 8:00 AM*		NIGH	IT/WEE	KEND RA	ATE PEI	RIOD	

^{*} Up to, but not including.

3.5.2 Calls are billed based on the rate in effect at the time the call begins. Calls that cross rate period boundaries are billed the rate in effect at the beginning of the call for the duration of the entire call.

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3.6 Debit Card Service - I

Debit card service is available to residential and business Customers for placing calls while away from home or office. Calls are originated by dialing the toll free access number printed on the card, followed by a personal account code and destination number. Debit card accounts maintain a balance which is depleted on a real-time basis as calls are placed.

Customers are notified of their remaining account balance at the beginning of each call. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in one (1) minute increments. The minimum call duration for billing purposes is one (1) minute. Debit card service is available 24 hours a day, seven days per week. The number of available cards is subject to technical limitations. Cards will be offered to Customers on a first come, first served basis.

Each time the card is used, the end user will hear a message describing the number of minutes remaining. At sixty (60) seconds prior to the final balance running out, the user will hear a warning announcement and the call will be disconnected automatically with zero (0) seconds remaining.

The following call types cannot be completed utilizing the debit card: 500, 700, 800, and 900 numbers, calls requiring the quotation of time and charges, and air to ground and high seas service

All calls must be charged against a Company Debit Card that has sufficient available balance. Payment for the Company Debit Card and any Available Usage in a Customer's Debit Account is non-refundable. The Company shall not be liable or responsible for theft, loss or unauthorized use of the Debit Card.

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3.7 Debit Card - Sponsor Program

The Debit Card Sponsor Program is offered to organizations or commercial entities for distribution to their members or patrons. The marketing vehicle and expiration period is selected by the Sponsor upon joint agreement between the Company and the Sponsor. The Sponsor is responsible for obtaining all necessary permissions for the use of any trade mark, trade name, service mark or other image on the card. The Sponsor may distribute the Carrier's debit card accounts at reduced rates or free of charge to end users for promotional purposes. At the option of the sponsor, these cards may not be replenishable. The Company reserves the right to approve or reject any image and to specify the Customer information language and use of the Carrier's trade mark, trade name, service mark or other image on the card.

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Florida Tariff No. 1 Original Sheet 34

SECTION 4.0 - RATES

4.1 General

Each Customer's Debit Card Account is decremented for each call placed through the Company. Charges may vary by mileage band, time of day, day of week and/or call duration. Customers are billed based on their use of USA Telecard, Inc. d/b/a Telecard America, Inc.'s services and network. No installation charges apply.

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4.2 Exemptions and Special Rates

4.2.1 Discounts for Hearing Impaired Customers

A telephone toll message which is communicated using a telecommunications devise for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges when the call is placed by a method that would normally incur the surcharge.

- A. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.
- B. The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted at 60% of the applicable rate.

4.2.2 Emergency Call Exemptions

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. USA Telecard, Inc. d/b/a Telecard America, Inc. will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

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4.2 Exemptions and Special Rates, Cont'd.

4.2.3 Operator Assistance for Handicapped Persons

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

4.2.4 Directory Assistance for Handicapped Persons

Pursuant to FPSC rules and regulations, the Company will not charge for the first 50 phone calls made to directory assistance by handicapped Customers.

4.3 Late Payment Charge

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

4.4 Return Check Charge

A return check charge of \$15.00 or 5% of the balance due (whichever is greater) will be assessed for checks returned for insufficient funds. In addition, the Company reserves the right to place the Available Usage Balance for the Customer's Debit Account on hold until the check or draft clears or is paid. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Florida law and FPSC regulations.

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4.5 Debit Card Service - I

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Each time the card is used, the end user will hear a message describing the number of minutes remaining. At sixty (60) seconds prior to the final balance running out, the user will hear a warning announcement and the call will be disconnected automatically with zero (0) seconds remaining.

Card Price	Per Minute Rate		
\$5.00	\$0.30		
\$10.00	\$0.29		
\$20.00	\$0.28		

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Rate per Minute: \$.35

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