

Discount Call Rating, Inc.
41 Watchung Plaza, Suite 106
Montclair, New Jersey 07042
Tel: (800) 789-3443 Fax: (800) 613-4621

June 17, 1997

Mr. Walter D'Haeseleer
Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399

970743-TI

Dear Mr. D'Haeseleer:

Enclosed are the original and twelve (12) copies of Discount Call Rating, Inc.'s Application Form for Authority To Provide Interexchange Telecommunications Service Within The State of Florida. So that our records will be complete, please date stamp the extra copy of this transmittal letter and return in the enclosed envelope. Also enclosed is a check for \$250 made payable to the Florida Public Service Commission to cover the filing fee.

Any questions regarding this Application or proposed tariff should be directed to Todd Lowe, President, Visiology, Inc. 16061 Carmel Bay Drive, Northport, Alabama 35475 who may be reached via telephone at (205) 330-1701.

Your assistance in this matter is greatly appreciated.

Sincerely,



Rocco Genova
President

Enclosures

Check received with filing and
forwarded to Fiscal for deposit.
Fiscal to forward a copy of check
to RAR with proof of deposit.
Initials of person who forwarded check:
A.J.

DOCUMENT NUMBER-DATE

06193 JUN 20 5

FPSC-RECORDS/REPORTING

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION
101 E. Gains Street
Fletcher Building
Tallahassee, Florida 32399-0866

APPLICATION FORM
for
AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE
WITHIN THE STATE OF FLORIDA

INSTRUCTIONS

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

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

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

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

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

DOCUMENT NUMBER-DATE

06183 JUN 20 6

FPSC-RECORDS/REPORTING

1. This an application for (check one):

- Original Authority (New Company)
- Approval of Transfer (To another certificated company).
- Approval of Assignment of existing certificate (To a noncertificated company).
- Approval for transfer of control (To another certificated company).

2. The legal name of the applicant:

Discount Call Rating, Inc.

3. Name under which the applicant will do business (fictitious name, etc.):

Discount Call Rating, Inc.

4. National address (including street name & number, post office box, city, state and zip code).

**41 Watchung Plaza, Suite 106
Montclair, NJ 07042**

5. Florida address (including street name & number, post office box, city, state, zip code).

None

6. Structure of organization;

- Individual
- Foreign Corporation
- General Partnership
- Other, _____
- Corporation
- Foreign Partnership
- Limited Partnership

7. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.

Applicant is a corporation.

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

- (1) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

Fictitious name registration number: _____

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

8. If incorporated, Please give:

- (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate charter Number: F97000001997

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

NRAI Services, Inc.
526 E. Park Avenue
Tallahassee, FL 32301

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

None.

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

None.

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

- (a) The application;
Todd Lowe, President, Visiology, Inc.
16061 Carmel Bay Drive, Northport, Alabama 35475
(205) 330-1701
- (b) Official point of Contact for the ongoing operations of the company;
Rocco Genova, President
Discount Call Rating, Inc.
41 Watchung Plaza, Suite 106, Montclair, NJ 07042
(800) 789-3443
- (c) Tariff;
Todd Lowe. See (a) above.
- (d) Complaints/ Inquiries from customers:
Rocco Genova. See (b) above

10. List the states in which the applicant:

- (a) Has operated as an interexchange carrier.
None. The Applicant is not an interexchange carrier. The Applicant is a reseller and does not own, control, operate, or manage any transmission facilities with the technological capability to provide telecommunications service within the state. The Applicant has not begun to offer service.
- (b) Has applications pending to be certificated as an interexchange carrier.
The Applicant has applications pending to be certificated to resell intrastate interexchange telecommunications services in the states of Arizona, Idaho, Indiana, Kansas, Ohio, Pennsylvania, Tennessee, Washington, and Wisconsin.

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

The Applicant is authorized to provide service in Michigan, Montana, New Jersey, Texas, Utah, and Virginia.

- (d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.

None.

- (e) Has regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

None

- (f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

None

11. The applicant will provide the following interexchange carrier services (Check all that apply):

_____ MTS with distance sensitive per minute rates
_____ Method of access is FGA
_____ Method of access is FGB
_____ Method of access is FGD
_____ Method of access is 800

_____ MTS with route specific rates per minute
_____ Method of access is FGA
_____ Method of access is FGB
_____ Method of access is FGD
_____ Method of access is 800

_____ MTS with statewide flat rates per minute (i.e. not distance sensitive)
_____ Method of access is FGA
_____ Method of access is FGB
 Method of access is FGD
_____ Method of access is 800

_____ MTS for pay telephone service providers

_____ Block-of-time calling plan (Reach out Florida, Ring America, etc.)

800 Service (Toll Free)

WATS type service (Bulk or volume discount)
 Method of access is via dedicated access
 Method of access is via switched access

Private Line services (Channel Services)
(For ex. 1.544 mbs., DS-3, etc)

Travel Service
 Method of access is 950
 Method of access is 800

900 Services

Operator Services
 Available to presubscribed customers
 Available to non presubscribed customers (for
example to patrons of hotels, students in
universities, patients in hospitals)
 Available to inmates

Services included are:

Station assistance
 Person to Person assistance
 Directory assistance
 Operator verify and interrupt
 Conference Calling

Other:

The applicant will offer inbound and outbound long distance services. A detailed service description is provided in Section 3 of the proposed tariff attached hereto as Attachment H.

12. What does the end user dial for each of the interexchange carrier services that were checked in services included (above).

To place an outbound long distance call, the end user dials 1+ the called number. 800 calls are completed by dialing 1+800+ the called number. To reach Directory Assistance outside of the end user's area code, the end user dials 1 + area code + 555-1212. Calling card calls are completed by dialing 1+ the universal 800 number, the called number, and the calling card code. To reach the long distance operator of the underlying carrier, the end user dials 00- or 0+ the called number.

13. What services will the applicant offer to other certified telephone companies:

() Facilities. () Operators.
() Billing and Collection. () Sales.
() Maintenance.
() Other: NONE

14. Will your marketing program:

- (Y) Pay commissions?
- (N) Offer sales franchises?
- (N) Offer multi-level sales incentives?
- (Y) Offer other sales incentives?

15. Explain any of the offers checked above (To whom, what amount, type of franchise, etc.).

See Attachment G.

16. Who will receive the bills for your service (Check all that apply)?

- (X) Residential customers. (X) Business customers.
- () PATS providers. () PATS station end-users.
- () Hotels & motels. () Hotel & motel guests.
- () Universities. () Univ. dormitory residents.
- () Other: (specify) _____.

17. Please provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services, and if not, why?

Yes

(b) Provide the name and address of the firm who will bill for your service.


The Applicant will use LEC billing.

18. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

See Attachment H.

**** APPLICANT ACKNOWLEDGEMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of one and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **LEC BYPASS RESTRICTIONS:** I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
6. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commissions' Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.
7. **ACCURACY OF APPLICATION:** By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.

Rocco Genova 
Typed name and signature of owner
or chief officer

June 17, 1997
Date

ATTACHMENTS:

- A - CERTIFICATE TRANSFER STATEMENT (Not Applicable)
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - INTRASTATE NETWORK
- D - FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES
(Not Applicable)
- E - GLOSSARY (Not Applicable)

** APPENDIX A **

CERTIFICATE TRANSFER STATEMENT

NOT APPLICABLE

THIS FORM MUST BE CLIPPED TO YOUR AIRBILL.

SHIPPING AUTHORIZATION FORM

Type of service requested:

- Overnight a.m.
 Overnight p.m.
 2nd Day
 Ground
 Other _____

Airbill #: 5031974124 P/u # 366

Date & time when package must be there: 6/18/97

Description of Contents: _____

_____ DCR tariff v app _____

Requested by: Damark

Authorized by: MS

****APPENDIX B****

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

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

Rocco Genova 

Typed name and signature of
Owner or Chief officer

President

Title

June 17, 1997

Date

**** APPENDIX C ****

INTRASTATE NETWORK

1. **POP:** Address where located, and indicate if owned or leased.

1) N/A 2)

3) 4)

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

1) N/A 2)

3) 4)

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

1) POP-to-POP TYPE OWNERSHIP

2) N/A

4. **ORIGINATING SERVICE:** Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate (Appendix D).


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

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

Our understanding of Commission Rule 25-24.471 (4) (a) is that the intra-EAEA restriction has been lifted for 950, 10XXX, 800, and 1+ calls placed via dedicated access, and that the LEC will not forward to DCR any intra-EAEA calls placed over switched access lines.

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has () or has not (X) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:

- a) What services have been provided and when did these services begin?
- b) If the services are not currently offered, when were they discontinued?

Rocco Genova 
Typed name and signature of
Owner or Chief officer

President
Title

June 17, 1997
Date

****APPENDIX D****

FLORIDA TELEPHONE EXCHANGES

AND

EAS ROUTES

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

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

Rocco Genova 

Typed Name and signature of
Owner/Chief Officer

President

Title

June 17, 1997

Date

All outbound services that utilize switched access to reach the long distance network are available in equal access areas. All inbound services are available statewide.

ATTACHMENT F

DIRECTORS, OFFICERS, AND SHAREHOLDERS

Officers, Directors, & Shareholders		
Name/Title	Address	% of Shares
Rocco Genova, President, Director	41 Watchung Plaza, Suite 106 Montclair, NJ 07042	
Nick Frannicola, Secretary		
WATS Marketing, Inc.		100%

Rocco Genova is the only shareholder of WATS Marketing, Inc.

ATTACHMENT G

EXPLANATION OF SALES COMMISSIONS

Applicant will pay commissions to sales representatives. From time to time, prizes may be awarded to sales representatives.

ATTACHMENT H

PROPOSED TARIFF

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of long distance telecommunications services provided by Discount Call Rating, Inc. with principal offices at 41 Watchung Plaza, Suite 106, Montclair, New Jersey 07042. This Tariff applies to services furnished within the State. This Tariff is on file with the ?? Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business.

Issued: June 17, 1997

Effective:

Roco Genova, President
41 Watchung Plaza, Suite 106, Montclair, New Jersey 07042

CHECK SHEET

Sheets 1 through 64 of this Tariff are effective as of the date shown at the bottom of the sheet. The revised sheets listed comprise all changes from the original Tariff that are in effect as of the date shown.

<u>SHEET</u>	<u>REVISION</u>
1	Original Sheet
2	Original Sheet
3	Original Sheet
4	Original Sheet
5	Original Sheet
6	Original Sheet
7	Original Sheet
8	Original Sheet
9	Original Sheet
10	Original Sheet
11	Original Sheet
12	Original Sheet
13	Original Sheet
14	Original Sheet
15	Original Sheet
16	Original Sheet
17	Original Sheet
18	Original Sheet
19	Original Sheet

CHECK SHEET (continued)

<u>SHEET</u>	<u>REVISION</u>
20	Original Sheet
21	Original Sheet
22	Original Sheet
23	Original Sheet
24	Original Sheet
25	Original Sheet
26	Original Sheet
27	Original Sheet
28	Original Sheet
29	Original Sheet
30	Original Sheet
31	Original Sheet
32	Original Sheet
33	Original Sheet
34	Original Sheet
35	Original Sheet
36	Original Sheet
37	Original Sheet
38	Original Sheet
39	Original Sheet
40	Original Sheet
41	Original Sheet
42	Original Sheet

CHECK SHEET (continued)

<u>SHEET</u>	<u>REVISION</u>
43	Original Sheet
44	Original Sheet
45	Original Sheet
46	Original Sheet
47	Original Sheet
48	Original Sheet
49	Original Sheet
50	Original Sheet
51	Original Sheet
52	Original Sheet
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54	Original Sheet
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56	Original Sheet
57	Original Sheet
58	Original Sheet
59	Original Sheet
60	Original Sheet
61	Original Sheet
62	Original Sheet
63	Original Sheet
64	Original Sheet

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**CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS**

None

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 To Or 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

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.

ANI: ANI stands 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 Service(s).

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.

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.

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

CAP: CAP is an acronym for Competitive Access Provider.

CLEC: CLEC stands for Competitive Local Exchange Carrier

Company: Company refers to Discount Call Rating, Inc.

Commission: Commission refers to the Florida Public Service Commission.

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.

DUC: DUC is an acronym for Designated Underlying Carrier.

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

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

IXC: IXC stands for Interexchange Carrier.

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

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

LEC: LEC is an acronym for Local Exchange Carrier.

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.

PIC: PIC stands for Primary IXC.

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

PSC: PSC is an acronym for Public Service Commission.

Rate Center: A Rate Center is a specified geographical location used for determining mileage measurements.

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

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

STATE: State refers to the State of Florida.

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

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

Total Usage: The Customer calculates Total Usage totaling the most recent month's interstate, intrastate, and international usage for all lines to be provisioned via a Service offered by the Company. For Customers with multiple locations, the usage for each location will be calculated individually. If the Customer's traffic volume varies significantly from month-to-month, the Customer may determine TU by averaging more than one month's bill.

TU: TU stands for Total Usage.

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.

SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

This Tariff contains the description, regulations, and rates applicable to intrastate InterLATA and intrastate IntraLATA telecommunications Service offered by Discount Call Rating, Inc. with principal offices at 41 Watchung Plaza, Suite 106, Montclair, New Jersey 07042. The Company's Services are provisioned via the DUC. The Company resells the Services of facilities-based carriers.

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. The Company reserves the right, without incurring liability, to refuse to provide Service, to or from any location where the necessary facilities, equipment, systems, and/or switch software are not available. In case of refusal to establish service, the Company shall notify the applicant in writing of the reason for such refusal.

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.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations of Services (continued)

- 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.
- 2.2.5 Service will be provided until canceled by the Customer on not less than thirty (30) days' written or verbal notice.
- 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 The Customer may not use Services provided under this Tariff for any unlawful purpose.
- 2.2.8 Any Applicant or 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.
- 2.2.9 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.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations of Services (continued)

2.2.10 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.

2.2.11 All services are interstate offerings, but the Customer has the option to use the services to place intrastate calls. Intrastate service is only available if the Customer subscribes to the Company's comparable interstate service offering.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations of Services (continued)

- 2.2.12 The Company will accept a Customer's or Applicant's request for a particular 800/888 telephone number. The Company will accommodate such requests to the extent possible. No guarantee of the assignment of the 800/888 number will be made prior to the initiation of Service to the Customer. Assignment of the 800/888 telephone number to the Customer does not provide the Customer with any ownership interest or proprietary right in that number. However, the Customer does have a controlling interest in its active 800/888 number. If the Company learns that an Applicant is attempting to sell, barter, trade, or otherwise transfer an 800/888 number to another person, the Company may refuse to establish Service. If the Company learns that a Customer is attempting to sell, barter, trade, or otherwise transfer an 800/888 number to another person, the Company may, upon written notice, discontinue Service. If a Customer's 800/888 telephone number is not used by callers other than for test calls to reach the Customer or Customer's designee within ninety (90) days of activation of the 800/888 number, the Company, may upon written notice, discontinue Service.
- 2.2.13 The availability of 800 numbers from the Company is limited by the Company's ability to obtain 800 numbers from the DUC.
- 2.2.14 If a Customer accumulates past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800 service to another carrier(e.g. "porting" of the 800 number), including a request for a Responsible Organization (Resp. Org.) change, until such time as all charges are paid in full and all disputes, if any, resolved.
- 2.2.15 The Company reserves the right to refuse to process calls when the Authorization Code or PIN cannot be validated.

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of the Company

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

- (A) Applicant or Customer provides the Company insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, or pre-arranged account code numbers; or
- (B) Applicant or Customer provides false information or refuses to provide information to the Company regarding their identity, address, or credit-worthiness; 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); 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

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of the Company (continued)

2.3.1 (continued)

- (H) Customer's use of the DUC's network for any fraudulent, unlawful, or criminal purpose; or
- (I) Customer has suspected unauthorized or fraudulent use of Service; or
- (J) Customer's use of Service adversely affects the Service to other Customers; or
- (K) Customer is using the Service for purposes other than those described in this Tariff; or
- (L) If Customer refuses to allow Company reasonable access to the Customer's facilities to provision Service(s); or
- (M) 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.

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

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

- 2.3.2 Conditions under which the Company may, with five (5) working days' notice, refuse or terminate service without liability include, but are not limited to:

Nonpayment of any sum due for telephone service provided hereunder, where Customer's charges remain unpaid more than five (5) working days following notice of nonpayment from the Company for telephone service. Notice will be deemed to be effective upon mailing of written notice, postage prepaid, to Customer's last known address; or

- 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 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).
- 2.3.5 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.
- 2.3.6 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 Service(s).

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.7 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.

2.3.8 This Service is furnished subject to the conditions that there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of Service includes but is not limited to:

- (A) Service that is used by the Customer or End User to frighten, abuse, torment, or harass another; or
- (B) Service that is used by the Customer or End User in a manner which interferes with the use of Service by one or more other Customers; or
- (C) Service that is used by the Customer or End User to place calls by means of illegal equipment, service, or device; or
- (D) Service that is used by the Customer or End User to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge.

SECTION 2 - RULES AND REGULATIONS**2.3 Liabilities of The Company (continued)**

- 2.3.9 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 for a particular purpose.
- 2.3.10 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.
- 2.3.11 Where the Company's 800 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 lesser 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.

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

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

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.12 (continued)

- (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
- (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.

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

- 2.3.13 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 respect whatsoever arising out of defects caused by such third parties.
- 2.3.14 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.
- 2.3.15 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 of 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.

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.16 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) 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 Service, this also applies to third parties who dial the Customer's 800 number by mistake; or
- (F) 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

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.16 The Company is not liable for: (continued)

- (G) 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.

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.

- 2.3.17 The Company will make no refund of overpayment 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.

- 2.3.18 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.

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.19 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.

SECTION 2 - RULES AND REGULATIONS

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.
- 2.4.2 Service furnished by the Company will not be used for any unlawful or fraudulent purposes as defined in this Tariff.
- 2.4.3 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.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.4 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 Service(s). 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.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

- 2.4.5 A Customer of 800 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 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 The Company may require a Customer requesting 800 Service to 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 Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code, 800/888 number issued by the Company to its Customers.
- 2.4.9 If within ninety (90) days of activation, a Customer's 800 number is not used actually and substantially, the Company reserves the right to recover 800/888 Service, upon written notice, and/or make the 800/888 number unavailable for use. Test calling does not constitute use.
- 2.4.10 The Company in conjunction with its Responsible Organization (Resp. Org.) will reserve, assign, activate, or change 800/888 numbers for a Customer and will administer 800/888 numbers in accordance with customary industry standards and practices, and the terms of this Tariff and effective procedures of the 800 Service Management System.

SECTION 2 - RULES AND REGULATIONS

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 Service(s); or
- Violation(s) by the Customer of 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 except as described in Section 2.20 of this Tariff; 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.

SECTION 2 - RULES AND REGULATIONS**2.5 Obligations of the Customer (continued)**

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. In the event taxes are erroneously paid the Company is not liable for refunding any such payments to 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.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 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.
- 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 attorneys' 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 number, billed to the Customer's travel card or authorization code, accepted at the Customer's number, or incurred at the specific 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 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.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

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 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; and
- (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.

2.5.10 For Customers signing a Company term agreement, the Customer agrees to maintain a minimum monthly usage volume equal to or greater than 50 percent of the volume of long distance minutes established by the Customer during the first full quarter of Customer participation under this plan. The Company reserves the right to declare the Customer terminated from the term agreement in the event that the Customer fails to maintain the volume stated above and early termination penalties will apply.

2.5.11 If Service is to be resold or rebilled, the Reseller must have a Certificate of Public Convenience and necessity as an interexchange carrier from the Florida Public Service Commission.

SECTION 2 - RULES AND REGULATIONS

2.6 Obtaining Service

2.6.1 Application for Service

To obtain Service, the Company requires the Customer to complete an application for service which includes the letter of agency or other authorization it deems appropriate.

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

(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.

2.6.3 Deposits

The Company does not collect deposits for services in this tariff.

SECTION 2 - RULES AND REGULATIONS

2.7 Rendering and Payment of Bill

2.7.1 General

Bills are prepared by the Company. Bills are sent to the Customer's billing address as shown on their account no later than forty five (45) days following the close of billing. The billing period is a month. Payments will be made directly to the address indicated on the bill. Charges may be assessed for unbilled traffic for up to two years in arrears.

2.7.2 Due Date

The due date will be disclosed on the bill. Payment in full is due within twenty-two (22) days from the invoice date.

2.7.3 Late Charge

If a Customer's bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge of 1.5% per month on the delinquent amount. If LEC billing is utilized, the rules and regulations applying to rendering and payment of bill and late charges are the same as covered in the applicable LEC tariff.

2.7.4 Billing Disputes

Billing disputes are handled by the Company's customer service organization. See Section 2.8. of this Tariff.

2.7.5 Return Check Charge

The Company will assess the Customer a return check charge of \$20.00 for any check that is returned for any reason by the financial institution on which it is drawn.

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Service

2.8.1 General

The Company's name and toll-free number appear on the bill. Customer Service may be contacted in writing at 41 Watchung Plaza, Suite 106, Montclair, New Jersey 07042. Customers may also contact Customer Service by dialing toll-free (800) 789-3443 or FAX (800) 613-4261. Customer Service representatives are available from 9 a.m. to 9 p.m. business days for normal billing and service questions. The 800/888 number is printed 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.

SECTION 2 - RULES AND REGULATIONS**2.9 Cancellation of Service By Customer**

A Customer may cancel Service by giving written or verbal notice to the Company. Such notice should be addressed to the Company's Customer Service organization at the address specified in Section 2.3.1 of this tariff. The Company requires such notification to protect the Customer from unauthorized account transfer or "slamming". If the Company is not notified accordingly, the Company may reinstate Customer's account by implementation of its automatic provisioning system. The Company will confirm all cancellations within five (5) business days. Additionally, in the event that the automatic polling system determines the Customer is no longer receiving Service, the Customer may be reinstated and a written reinstatement notice will be sent to the Customer within five (5) business days.

SECTION 2 - RULES AND REGULATIONS

2.10 Termination of Service By Company

2.10.1 Notice of Service Termination

Every effort will be made to provide a Customer five (5) working days written notice of termination of Service in a separate mailing. 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.

2.10.2 Non-Payment

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.

2.10.3 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.

SECTION 2 - RULES AND REGULATIONS

2.11 Interruption of Service

2.11.1 General

It is 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.

2.11.2 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 2.3.18 of this Tariff.

2.11.3 Monthly Recurring Charges

No credit for monthly recurring charges will be issued for outages less than twenty-four consecutive hours in duration. For Customers with Service subject to a monthly recurring charge, Service interruptions of greater than twenty-four (24) consecutive hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the Service.

SECTION 2 - RULES AND REGULATIONS**2.12 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 Service(s). All federal, 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.

In order to be granted tax exempt status, the Customer must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered. 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 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.

SECTION 2 - RULES AND REGULATIONS

2.13 Holiday Rates

Holiday rates do not apply to the Company's services.

2.14 Timing of Calls

2.14.1 On direct dialed calls, chargeable time begins when the called station answers and the connection is established between the calling station and the called station, miscellaneous common carrier, mobile radio system, or PBX system. Answer detection is determined on standard industry answer detection methods, including hardware and software answer detection.

2.13.2 Chargeable times ends when the calling station hangs up thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released by the automatic timing equipment in the telecommunications network. There are no billing charges applied for incomplete calls.

2.15 Determining Rate In Effect

2.15.1 For outbound Services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the calling station determines the rate in effect. For inbound Services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the called station determines the rate in effect. Time-of-day will be determined in accordance with Section 2.16 of this Tariff.

2.15.2 When call duration is split between two rate periods, the rate in effect at the origination of the call applies to the entire duration of the call.

SECTION 2 - RULES AND REGULATIONS

2.16 Rate Period

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

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

The Peak Rate Period is the same as the day rate period above. The Off-Peak Rate Period is all other times.

SECTION 2 - RULES AND REGULATIONS
2.17 Mileage Measurements

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

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

If a call is originated or terminated via switched access, the distance is measured using the V&H coordinates associated with the rate centers of the originating or terminating station. If the call is originated or terminated via dedicated access, the distance is measured using the V&H coordinates associated with the originating or terminating POP of the underlying carrier.

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

2.18 Determination of Airline Mileage

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

FORMULA:

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

SECTION 2 - RULES AND REGULATIONS

2.19 Application of Charges

2.19.1 Outbound Services

The rates and charges for outbound Services apply to calls that originate and terminate in the State.

2.19.2 Inbound Services

The rates and charges for inbound Services apply to calls that originate and terminate in the State.

2.19.3 Travel Card Services

The travel card rates apply to calls that originate and terminate within the State. Services are available to Customers that subscribe to the Company's outbound long distance Service(s). The rate plan for the travel card will be the same as the Customer's outbound Service rate plan. Travel card service is sold as an add on to the Company's outbound Service. Initial and additional periods are one (1) minute or fraction thereof.

2.19.4 Directory Assistance Service

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).

SECTION 2 - RULES AND REGULATIONS

2.19 Application of Charges

2.19.5 All Usage-Sensitive Services

Calls are billed in various timing increments depending on the Service subscribed to by the Customer. Each Service has its own specific initial period and additional period. The length of the initial period and the additional period is shown in Section 3 of this Tariff. For all Services, fractions of a timing 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 charge includes a fraction of a cent of \$.005 or more, the fraction is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent.

2.20 Lost Or Stolen Travel Card or PIN

Upon knowledge of facts which would alert a reasonable person to the possibility of unauthorized use of the Customer's travel card or PIN, the Customer will alert and give notice to the Company of such facts. Upon receipt of notice, the Company will deactivate the PIN associated with the card. If requested by the Customer, a new PIN will be issued to the Customer. The Customer will be excused from liability only with respect to unauthorized calls placed after receipt of such notice by the Company.

2.21 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.

SECTION 2 - RULES AND REGULATIONS

2.22 Transfer or 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:

- 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
- 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
- New Customer's (assignee Customer) credit is approved by the Company; and
- 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 Service(s). These obligations include all outstanding indebtedness for the use of Service(s). Consent to such assignment or transfer will not be unreasonably withheld.

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.

SECTION 2 - RULES AND REGULATIONS

2.23 Agreements, Proposals, and Warranties

2.23.1 The applicable terms, rates, and conditions specified in this Tariff, before or after subscription, constitute the only agreement between the parties with respect to Service(s) to which the Customer has subscribed, or desires to subscribe. Statements (whether written or oral) may have been made about the Service(s) specified in this Tariff. Such statements, however, do not constitute warranties, shall not be relied upon by the Customer, and are not part of the parties relationship. All prior agreements, proposals, representations, or understandings concerning the Service(s) are also deemed superseded upon the Customer's subscription. The applicable Tariff sections constitute the complete and exclusive expression of the parties' relationship. These Tariff provisions may only be modified by: (1) a subsequent Tariff filing; or (2) a written agreement, signed by an authorized Company representative, which identifies both the Tariff provisions being modified or superseded, if applicable, and the specific nature of the change.

2.23.2 All implied warranties, including the implied warranty of merchantability, are disclaimed. The Company does not warrant that the Service(s) are fit for the particular purpose of the Customer. The Company makes no warranties with respect to the Service(s) other than that the Service(s) will conform to the description contained in the Tariff. Further Company liability will be such as described in Section 2.3 of this Tariff.

2.24 Changes to Service Offerings

The Company reserves the right to add, change, or delete DUCs at any time.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services - Switched Access

3.1.1 General

Unless otherwise stated in the Tariff, the method of provisioning a specific outbound Service is determined by the Company, and the selection of the DUC is made by the Company. Switched Access outbound Services are only available in equal access areas. The availability of each outbound Service is included in the description for that Service.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services - Switched Access (continued)

3.1.2 DCR Banded

DCR Banded (See Section 4.1.1 of this tariff) is an outbound only, mileage sensitive long distance pricing plan available to Business Customers and Residential Customers that utilize Switched Access to reach the long distance network. The Company's rate plans are offered based on the Customer's TU. Plan availability is as follows:

Plan	Minimum TU	Initial Period	Additional Period
1	\$10.00	1 Minute	1 Minute
2	\$100.00	1 Minute	1 Minute
3	\$200.00	1 Minute	1 Minute
4	\$300.00	1 Minute	1 Minute
5	\$10.00	1 Minute	1 Minute
6	\$100.00	1 Minute	1 Minute
7	\$200.00	1 Minute	1 Minute
8	\$300.00	1 Minute	1 Minute
9	\$10.00	1 Minute	1 Minute
10	\$100.00	1 Minute	1 Minute
11	\$200.00	1 Minute	1 Minute
12	\$300.00	1 Minute	1 Minute

SECTION 3 - DESCRIPTION OF SERVICES
3.1 Outbound Services - Switched Access**3.1.3 DCR Business Banded**

DCR Business Banded (See Section 4.1.1 of this tariff) is an outbound only, mileage sensitive long distance pricing plan available to Business Customers that utilize Switched Access to reach the long distance network. The Company's rate plans are offered based on the Customer's TU. Plan availability is as follows:

Plan	Minimum TU	Initial Period	Additional Period
13	\$50.00	1 Minute	1 Minute
14	\$100.00	1 Minute	1 Minute
15	\$250.00	1 Minute	1 Minute
16	\$500.00	1 Minute	1 Minute

3.1.4 DCR Residential Banded

DCR Residential Banded (See Section 4.1.1 of this tariff) is an outbound only, mileage sensitive long distance pricing plan available to Residential Customers that utilize Switched Access to reach the long distance network. The Company's rate plans are offered based on the Customer's TU. Plan availability is as follows:

Plan	Minimum TU	Initial Period	Additional Period
17	\$50.00	1 Minute	1 Minute
18	\$100.00	1 Minute	1 Minute
19	\$250.00	1 Minute	1 Minute
20	\$500.00	1 Minute	1 Minute

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services - Switched Access (continued)

3.1.5 DCR Flat Rated

DCR Flat Rated (See Section 4.1.1 of this tariff) is an outbound only, non-mileage sensitive long distance pricing plan available to Business Customers and Residential Customers that utilize Switched Access to reach the long distance network. The Company's rate plans are offered based on the Customer's TU. Plan availability is as follows:

Plan	Minimum TU	Initial Period	Additional Period
21	\$50.00	1 Minute	1 Minute
22	\$60.00	1 Minute	1 Minute
23	\$70.00	1 Minute	1 Minute
24	\$80.00	1 Minute	1 Minute
25	\$90.00	1 Minute	1 Minute
26	\$100.00	1 Minute	1 Minute
27	\$120.00	1 Minute	1 Minute
28	\$140.00	1 Minute	1 Minute
29	\$160.00	1 Minute	1 Minute
30	\$180.00	1 Minute	1 Minute
31	\$200.00	1 Minute	1 Minute
32	\$250.00	1 Minute	1 Minute

SECTION 3 - DESCRIPTION OF SERVICES**3.1 Outbound Services - Switched Access (continued)****3.1.6 Discount Call Rating**

Discount Call Rating (See Section 4.1.1 of this tariff) is an outbound only, long distance pricing plan. Service is available to Business Customers and Residential Customers that (1) utilize Switched Access to reach the long distance network and (2) meet the TU requirement shown in the table below.

Plan	Minimum TU	Initial Period	Additional Period
A	\$10.00	1 Minute	1 Minute
B	\$100.00	1 Minute	1 Minute
C	\$200.00	1 Minute	1 Minute
D	\$300.00	1 Minute	1 Minute

SECTION 3 - DESCRIPTION OF SERVICES

3.2 Inbound Services

3.2.1 General

Inbound Services permit calls to be completed to the Customer's location without charge to the calling party. All inbound Services are interstate offerings, but the Customer has the option to use the Services to receive intrastate calls.

3.2.2 DCR 800/888

DCR 800/888 Service (See Section 4.2.1 of this tariff) is an inbound only long distance pricing plan. Calls are originated from any point in the State on any type of access but are terminated via Switched Access lines to the Customer's location. DCR 800/888 permits calls to be completed to the Customer's location without charge to the calling party. Access to the Service is gained by dialing a ten digit telephone number, (800/888) NXX-XXXX, which terminates at the Customer's location. DCR 800/888 is available to Business Customers and Residential Customers that utilize Switched Access to reach the long distance network of the DUC. The Company offers DCR Banded 800, DCR Business Banded 800, DCR Residential Banded 800, DCR Flat Rated 800, and Discount Call Rating 800. The availability of service, TU requirements, initial period, and additional periods are the same as Sections 3.1.2 through 3.1.5 of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES

3.3 DCR Travel Card Services

3.3.1 General

Travel card Services enable the end user to originate a call from a touch tone telephone by dialing an 800 access number, a valid calling card number, and PIN. All travel card Services are interstate Services with the Customer having the option to use the Service to place intrastate calls.

3.3.2 DCR Travel Card

The DCR Travel Card (See Section 4.3.1 of this tariff) is available to Business Customers and Residential Customers that subscribe to one of the Company's outbound Service offerings. The initial period is one (1) minute or fraction thereof and the additional period is each one (1) minute or fraction thereof.

SECTION 3 - DESCRIPTION OF SERVICES

3.4 Directory Assistance

3.4.1 General

Intrastate Directory Assistance (See Section 4.4.1 of this tariff) involves the supplying of assistance in determining or attempting to determine the telephone number of a party located in another state.

3.4.2 Availability of Services

Intrastate Directory Assistance is available to any Customer that has access to the directory assistance bureau of the DUC.

SECTION 3 - DESCRIPTION OF SERVICES

3.5 DCR Toll Protect Service

DCR Toll Protect Service is an optional Service offered to limit the Customer's financial losses incurred in the form of direct usage and all Service charges incurred against their account as a result of fraudulent access and use of the Customer's account by persons not physically located at the Customer's Premises. If an unauthorized user causes charges to be incurred to a DCR Toll Protect Service Customer in violation of legal and acceptable procedures as defined by state, federal, or local government law or is contrary to any rule set forth by the Federal Communications Commission, the Company will relieve all such financial responsibility after the provision of: (1) an incident report from a local, state, or federal law enforcement agency detailing the occurrence of such fraud and (2) the satisfaction of a \$100.00 deductible credit to be applied against all losses occurring as a result of each reported incident.

SECTION 3 - DESCRIPTION OF SERVICES

3.6 Timing of Calls

See Section 2.14 of this Tariff

3.7 Mileage Measurements

See Section 2.17 and 2.18 of this Tariff

3.8 Per Call Billing Charges

See Section 2.19 of this Tariff

3.9 Minimum Call Completion Rate

A Customer can expect a call completion rate of not less than 97% during peak use periods for all Feature Group D Services (1 + dialing).

SECTION 4 - RATES AND CHARGES**4.1 Outbound Services****4.1.1 DCR Banded, DCR Business Banded, DCR Residential Banded, DCR Flat Rated Service Plans, and Discount Call Rating**

	Rate Per Minute		
Rate Mileage	Day	Evening	Night
All	\$.2570	\$.2570	\$.2570

SECTION 4 - RATES AND CHARGES**4.2 Inbound Services****4.2.1 DCR 800/888**

DCR Banded 800, DCR Business Banded 800, DCR Residential Banded 800,
DCR Flat Rated 800, and Discount Call Rating 800

	Rate Per Minute		
Rate Mileage	Day	Evening	Night
All	\$.2570	\$.2570	\$.2570

SECTION 4 - RATES AND CHARGES**4.3 Travel Card Services****4.3.1 DCR Travel Card Service**

The per minute rates are as follows:

Rate Plans	Rate Per Minute
1, 5, 9, 13, & 17	\$0.3000
2, 6, 10, 14, & 18	\$0.2500
3, 7, 11, 15, & 19	\$0.2800
4, 8, 12, 16, & 20	\$0.2700
21 - 27	\$0.2600
28 - 32	\$0.2500
Minimum Rate Pricing A	\$0.2500
Minimum Rate Pricing B	\$0.2500
Minimum Rate Pricing C	\$0.2500
Minimum Rate Pricing D	\$0.2500

SECTION 4 - RATES AND CHARGES

4.4 Directory Assistance Services

Direct dialed calls to directory assistance will be billed at \$1.00 per call.

4.5 Exemptions and Special Rates

4.5.1 Discounts for Hearing Impaired Customers

Pursuant to Section 25-4.079 (4) of the IXC Rules For Special Rates For Handicapped Customers, a telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll charges placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to a 5% discount on dialed calls using Services which have no time-of-day pricing element. Those dialed calls using a Service which have a time-of-day pricing element will receive a credit on a subsequent bill equal to applying the evening rate for calls placed during the daytime rate period and the night rates for evening and night calls.

Pursuant to Section 25-4.160 (1) of the IXC Rules For Special Rates For Handicapped Customers, a telephone toll message placed via the relay service will receive a discount of fifty (50) percent of the time-sensitive element of the call. If either party is both hearing and visually impaired, the discount will be sixty (60) percent of the time-sensitive element of the call. The discounts do not apply to per call charges such as calling card surcharges.

4.5.2 Directory Assistance for Handicapped Person

Pursuant to Section 25-4.115 (3) (a) of the IXC Rules For Special Rates For Handicapped Customers, there will be no charge for up to fifty (50) calls per billing cycle from lines or trunks servicing individuals with disabilities. Such persons must contact the Company for credit on the bill.

SECTION 4 - RATES AND CHARGES

4.6 Miscellaneous Charges

4.6.1 Payphone Surcharge

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a carrier's access code, a Customer's 800 and other toll-free numbers Calling Cards and debit card calls, from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation. The Customer will pay the Company a per call surcharge of \$0.35 per call for all such traffic.

ATTACHMENT I

MANAGERIAL CAPABILITY

Rocco Genova, President of Discount Call Rating, has been in the telecommunications industry for more than five years. As Vice President for National Telecommunications, Inc., Mr. Genova was responsible for a significant portion of the company including carrier interface, administration and training of customer service staff, as well as training and support of a national sales force. Mr. Genova has extensive experience in the areas of carrier relations, provisioning of new accounts, customer service, and billing.

ATTACHMENT J

TECHNICAL CAPABILITY

Discount Call Rating, Inc. is a switchless reseller. All switching and transport is provided by the Florida certified underlying carrier.

ATTACHMENT K

FINANCIAL CAPABILITY

CURRENT BALANCE SHEET

CURRENT INCOME STATEMENT

**STATEMENT OF RETAINED EARNINGS
(MOST RECENT 3 YEARS)**

During 1996, Discount Call Rating operated as a division of WATS Marketing, Inc. In March 1997, Discount Call Rating was incorporated in the State of New Jersey as a wholly owned subsidiary of WATS Marketing as a qualified Sub-S subsidiary. Therefore, in the future, Discount Call Rating's financial results will be consolidated with its parent company. Financial statements for WATS Marketing for 1996 follow.

WATS Marketing, Inc.

**Consolidated Financial Statements
1996**

Unaudited

WATS Marketing, Inc.

Consolidated Balance Sheet

December 31, 1996

(Unaudited)

Assets

Cash	\$4,292
Furniture, Fixtures & Equipment, net	9,328
	<hr/>
Total Assets	\$13,621

Shareholders Equity

Common Stock	\$7,000
Retained Earnings	6,621
	<hr/>
Total Shareholders' Equity	\$13,621

WATS Marketing, Inc.

Consolidated Statement of Income

Year Ended December 31, 1996

(Unaudited)

Revenues	<u>\$2,785,941</u>
Expenses	
Salaries & Benefits	2,101,581
Rents & Utilities	433,887
Office	61,001
Sales & Marketing	154,093
Miscellaneous	20,675
Total Expenses	<u>2,771,216</u>
Net Income	<u>\$14,725</u>

WATS Marketing, Inc.

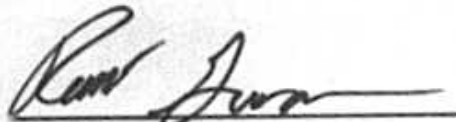
Selected notes to the financial statements

Subsequent Event:

During 1996, Discount Call Rating operated as a division of WATS Marketing, Inc. In March 1997, Discount Call Rating was Incorporated in the State of New Jersey as a wholly owned subsidiary of WATS Marketing as a qualified Sub-S subsidiary.

Statement of Financial Capability

In the opinion of management, Discount Call Rating, Inc., has sufficient financial capability to enter the Florida telecommunications market and meet its ongoing obligations. In addition to funds available as shown on the financial statements furnished, Discount Call Rating, Inc. has access to additional funding through financial institutions and if necessary through additional capital from the shareholders.



Rocco Genova
President

June 17, 1997

CERTIFICATION OF FINANCIAL STATEMENTS

OATH

STATE OF NEW JERSEY

COUNTY OF ESSEX

Personally appeared before the undersigned, an officer duly authorized to administer oaths, Rocco Genova who first being duly sworn, deposes and says that he is President of Discount Call Rating, Inc., applicant in this application, that he has read the financial statements enclosed herein as Attachment K and knows the contents thereof, and that the statements made herein are true to the best of his knowledge and belief.



(Signature of Affiant)

Subscribed and sworn before me, this
17th day of June,
1997.


(Notary Public)

(Seal)

DAMARIS GUZMAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Commission Expires Nov. 23, 1998



Discount Call Rating, Inc.
41 Watchung Plaza, Suite 106
Montclair, New Jersey 07042
Tel: (800) 789-3443 Fax: (800) 613-4621

DEPOSIT

DATE

D 5 4 9

JUN 19 1997

June 17, 1997

Mr. Walter D'Haeseleer
Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399

Check received with filing and
forwarded to Fiscal for deposit.
Fiscal to forward a copy of check
to RAR with proof of deposit.

Initials of person who forwarded check:
A.S.

Dear Mr. D'Haeseleer:

Enclosed are the original and twelve (12) copies of Discount Call Rating, Inc.'s Application Form for Authority To Provide Interexchange Telecommunications Service Within The State of Florida. So that our records will be complete, please date stamp the extra copy of this transmittal letter and return in the enclosed envelope. Also enclosed is a check for \$250 made payable to the Florida Public Service Commission to cover the filing fee.

Any questions regarding this Application or proposed tariff should be directed to Todd Lowe, President, Visiology, Inc. 16061 Carmel Bay Drive, Northport, Alabama 35475 who may be reached via telephone at (205) 330-1701.

Your assistance in this matter is greatly appreciated.

Sincerely,



Rocco Genova
President

Enclosures

DOCUMENT NUMBER-DATE

06185 JUN 20 97

FPSC-RECORDS/REPORTING

Discount Call Rating, Inc.
 41 Watchung Plaza, Suite 106
 Montclair, New Jersey 07042
 Tel: (800) 789-3443 Fax: (800) 613-4621

DEPOSIT DATE
 D 5 4 9 JUN 19 1997

June 17, 1997

Mr. Walter D'Haeseleer
 Florida Public Service Commission
 Division of Records and Reporting
 2540 Shumard Oak Blvd.
 Tallahassee, Florida 32399

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

Initials of person who forwarded check:
A.S.

970743-TI

Dear Mr. D'Haeseleer:

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Any questions regarding this Application or proposed tariff should be directed to Todd Lowe, President, Visiology, Inc. 16061 Carmel Bay Drive, Northport, Alabama 35475 who may be reached via telephone at (205) 330-1701.

Your assistance in this matter is greatly appreciated.

WATS MARKETING, INC.
 41 WATCHUNG PLAZA-SUITE 106
 MONTCLAIR, N.J. 07042

EXPLANATION	AMOUNT

9019

PAY AMOUNT OF

Two hundred fifty and 00/100

DOLLARS

CHECK AMOUNT

DATE	TO THE ORDER OF	DESCRIPTION	CHECK NUMBER
6/17/97	Florida PSC	tariff consult	9019

\$ 250.00

WATS MARKETING, INC.

DOCUMENT NUMBER-DATE

06185 JUN 20 1997

PNC BANK, N.A.
 COMMUNITY OFFICE, BLOOMFIELD, N.J. 07003

AUTH. SIGN.

FISCAL-RECORDS/REPORTING