ORIGINAL

030751-11

1111 Brickell Ave. — Suite 1525

Miami, FL, 33131 Tel: 305.416.4300 Fax:305.416.4302

Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399



Miami, July 31st, 2003

Re:

IXC Registration

Petitioner: Telecom Argentina USA, Inc.

Dear Sir or Madam,

Please find enclosed a petition for IXC Registration for Telecom Argentina USA, Inc.

The enclosed documents are:

a) IXC Registration Form

b) Tariff information

We are looking for the adjudication of the IXC as a Reseller and prepaid debit card provider.

Thank you for your attention to this matter and for a favourable adjudication of the enclosed Interexchange registration petition.

Very Truly yours

Errique Scotto Cuéto Chief Operation Officer

Telecom Argentina USA, Inc.

DISTRIBUTION CENTER

36 :8 MA 4- JUA 6003

DOCUMENT STMFTH-DATE

07049 AUG-48

FPSC-CG-...I.LE.C., CLERK

Original lariff forwarded to CUP

ORIGINAL

IXC REGISTRATION FORM

Telecom Argentina USA, Inc.

Company Name

Florida Secretary of State Registration No.

Fictitious Name(s) as filed at Fla. Sec. of State

Telecom Argentina USA, Inc.

Company Mailing Name

Telecom Argentina USA, Inc.

Mailing Address

1111 Brickell Ave. - Suite 1525, Miami, FL, 33131

Web Address

www.telecom.com.ar

E-mail Address

Asilvest@ta.telecom.com.ar

Physical Address

1111 Brickell Ave., Suite 1525, Miami, FL, 33131

Enrique Scotto

Company Liaison

Title

Chief Operation Officer

Phone

305,416,4300

Fax

305.416.4302

E-mail address

Escotto@ta.telecom.com.ar

Alejandra Sanchez

Consumer Liaison

Title

Office Manager

Address

1111 Brickell Ave., Suite 1525, Miami, FL, 33131

Phone

305.416.4300

Fax

305.416.4302

E-mail address

Acsanchez@ta.telecom.com.ar

My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.

Signature of Company Representative

Printed/Typed Name of Representative

ENRIQUE SCOTTO

07049 AUG-48

Date

FPSC-CCIMHOSICH CLERK

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Telecom Argentina USA, Inc., with principal offices at 1111 Brickell Ave., Suite 1525, Miami, FL, 33131. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED: July 31st, 2003 EFFECTIVE:_____

By:

CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of this page.

SHEET	REVISION
1	Original
. ż	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original

ISSUED:	July 31st	, 2003	EFFECTIVE:

TABLE OF CONTENTS

Title Sheet
Check Sheet2
Table of Contents3
Symbols Sheet4
Tariff Format Sheets5
Section 1 - Technical Terms and Abbreviations6
Section 2 - Rules and Regulations7
Section 3 - Description of Service12
Section 4 - Rates14

ISSUED: July 31st, 2003 EFFECTIVE:

ву:

SYMBOLS SHEET

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

ISSUED: July 31st, 2003 EFFECTIVE:_____

By:

TARIFF FORMAT SHEETS

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

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

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

ISSUED:	July 31st,	2003	EFFECTIVE:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to the Company's network switching center.

Authorization Code - A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities an to identify the customer for billing purposes.

Company or Carrier - Telecom Argentina USA, Inc.

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

Day - From 9:00 AM up to but not including 6:00 PM local time Monday through Friday.

Evening - From 6:00 PM up to but not including 11:00 PM local time Monday through Friday.

Holidays - The Company's recognized holidays are New Year's Day, July 4th, Labor's Day, Thanksgiving Day, Christmas Day.

Night/Weekend - From 11:00 PM up to but not including 9:00 AM Monday through Friday, and 8:00 AM Saturday up to but not including 9:00 PM Monday

ISSUED: July 31st, 2003

EFFECTIVE:

By:

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff.

The Company's installs operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer or shorter term basis, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 The Company's reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control: or when the customer is using service inviolation of the law or the provisions of this tariff.

ISSUED: July 31st, 2003 EFFECTIVE:____

By:

2.2 <u>Limitations</u> (Cont.)

- 2.2.3 All facilities provided under this tariff are directly controlled by the Company and the customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.3 Liabilities of the Company

- 2.3.1 The Company's liability arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the aforementioned faults in transmission occur, unless ordered by the Commission.
- 2.3.2 The Company shall be indemnified and held harmless by the customer against:
 - (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.
 - (B) All other claims arising out of any act or omission of the customer in connection with any service or facility provided by the company.
 - (C) Any damages including, without limitation, any indirect, incidental, consequential, exemplary, punitive, reliance or special damages, or for any loss of revenue, profits, use, data, goodwill or business opportunities of any kind or nature whatsoever

ISSUED:	July 31st,	2003		EFFECTIVE:

2.4 Interruption of Service

- Credit allowance for the interruption of service which is not 2.4.1 due to the Company's testing or adjusting, negligence of the customer, or due to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in Subsection 2.3.1. It shall be the customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer within his control, or equipment, f any, furnished by the customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.
- 2.4.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.
- 2.4.3 The customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

Credit = $A/720 \times C$

"A" - outage time in hours

"B" - each month is considered to have 720 hours
"C" - total monthly charge for affected facility

ISSUED: July 31st, 2003 EFFECTIVE:

2.5 Disconnection of Service by Carrier

The company (carrier), upon 2 working days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- 2.5.1 Non-payment of any sum due to carrier for regulated service for more than fifteen (15) days beyond the date of rendition of the bill for such service.
- 2.5.2 A violation of any regulation governing the service under this tariff.
- 2.5.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.
- 2.5.4 Service may be disconnected without notice for tampering with company equipment, for interfering with the service to other customers, for fraud, or in the event of a hazardous condition.

ISSUED: July 31st, 2003 EFFECTIVE:____

2.6 Deposits

The Company may require deposit from the customer, which shall not exceed one (1) month's estimated charges.

2.7 Advance Payments

For customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.8 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed on customer bills as separate line items and are not included in the quoted rates.

2.9 Billing of Calls

All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. No adjustments to customers' bills shall be made for objection to billed charges which are more than 60 days old.

ISSUED: July	31st, 2003	EFFECTIVE:

By:

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

3.1.1 When Billing Charges Begin and End For Phone Calls

The customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when 2 way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.1.2 Billing Increments

The minimum call duration for billing purposes is 1 minute for a connected call and calls beyond 1 minute are billed in a minimum of 1 minute increments.

3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

3.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

	T T	0.000	
ISSUED:	July 31st,	2003	EFFECTIVE:

By:

SECTION 3 - DESCRIPTION OF SERVICE continued

3.4 Service Offerings

3.4.1 Telecom Argentina USA Long Distance Service

Telecom Argentina USA Long Distance Service is offered to residential and business customers. The service permits direct dialed outbound calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in one minute increments. No monthly recurring charges or minimum monthly billing requirements apply.

3.4.2 Telecom Argentina USA 800/888/877 (Inbound) Long Distance Service

Telecom Argentina USA 800/888/877 (Inbound) Long Distance Service is offered to residential and business customers. The service permits inbound 800/888/877 calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in a minimum of one minute increments. A maximum of \$80.00 minimum monthly billing requirement applies. Customers whose monthly usage is less than the minimum will be billed the minimum amount.

3.4.3 Telecom Argentina USA Calling Card Service

Telecom Argentina USA Calling Card Service is a calling card service offered to residential and business customers who subscribe to the Telecom Argentina USA Long Distance Service calling plan. Customers using the Carrier's calling card service access the service by dialing a 1-800 or a local number followed by an account identification number and the number being called. This service permits subscribers utilizing the Carrier's calling card to make calls at a single per minute rate. Calls are billed in minimum of one (1) minute increments after the initial minimum period of a minimum of one (1) minute.

TSSUED <	July 31st.	2003		EFFECTIVE:	

SECTION 4 - RATES

4.1 Telecom Argentina USA Long Distance Service

Rate per minute - \$0.30. Plan is billed in full minute increments.

4.2 Telecom Argentina USA 800/888/877 (Inbound) Long Distance Service

Rate per minute - \$0.24.
Plan is billed in full minute increments.

4.3 Telecom Argentina USA Calling Card Service

Rate per minute - \$0.25.
Plan is billed in full minute increments.

ISSUED: July 31st, 2003 EFFECTIVE:

By:

SECTION 4 - RATES continued

4.5 Payment of Calls

4.5.1 Late Payment Charges

A late payment Charge of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

4.5.2 Return Check Charges

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50.00, \$30.00 if the face value does exceed \$50.00 but does not exceed \$300.00, \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, which ever is greater.

4.7 Restoration of Service

A reconnection fee of \$25.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

ISSUED:	July 31st,	2003	EFFECTIVE:

By:

Florida	Tari	ff	Nο.		1
Origi	nal	She	et	1	6

Telecom	Argentina	USA,	Inc	· .			
(Telecon	Argentina	a d/b/	/a,	TECO	USA	d/b	/a)

SECTION 4 - RATES continued

4.8 Special Promotions

The company will, from time to time, offer special promotions to its customers waiving certain charges. These promotions will be approved by the FPSC with specific starting and ending dates, and be made part of this tariff.

ISSUED: July 31st, 2003 EFFECTIVE:_____

By: