CSP Telecom, Inc.

ORIGINAL

031039-11

RECEIVE

November 6, 2003

03 NOV 10 AM 9: 46

COMMISSION CLERK

Florida Public Service Commission Division of Records and Reporting 2540 Shumard Oak Blvd.. Tallahassee, Florida 32399-0850

RE: Application of CSP Telecom, Inc.

Enclosed for filing are the original and six copies of CSP Telecom's Application for Authority To provide Interexchange Telecommunications Service Between Points Within the State of Florida and tariff, along with a non-refundable application fee of \$250.00. - Confirmed with Fiscal no check 11/10/03

Please acknowledge receipt of this filing by returning, file-stamped, the extra copy of this cover letter in the self-addressed, stamped envelope provided for this purpose.

Questions pertaining to this filing should be addressed to my attention at, 3350 1630 Carter Oaks Dr. Valrico, Fl 33594 Telephone: (813) 657-0574.

Thank you for your assistance in this matter.

Sincerely,

Chris Gibson

Manager Regulatory Affairs

CSP Telecom, Inc.

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

1630 Carter Oaks Dr. Valrico, Fl 33594 Tel. 813.657.0574

Fax. 813.685.8906

DOCUMENT NUMBER-DATE

11177 NOV 108

** FLORIDA PUBLIC SERVICE COMMISSION **

DIVISION OF REGULATORY OVERSIGHT CERTIFICATION SECTION

Application Form for Authority to Provide Interexchange Telecommunications Service Between Points Within the State of Florida

Instructions

- This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 16).
- Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- Use a separate sheet for each answer which will not fit the allotted space.
- Once completed, submit the original and six (6) copies of this form along with a Non-refundable application fee of \$250.00 to:

Florida Public Service Commission Division of Records and Reporting 2540 Shumard Oak Blvd. Tallahassee, Florida 32399-0850 (850) 413-6770

Note: **No filing fee is required** for an assignment or transfer of an existing certificate to another company.

1

• If you have questions about completing the form, contact:

Florida Public Service Commission Division of Regulatory Oversight Certification Section 2540 Shumard Oak Blvd. Tallahassee, Florida 32399-0850 (850) 413-6480

FORM PSC/CMU 31 (12/96) Required by Commission Rule Nos 25.24-470, 25-24.471, and 25-24.473, 25-24.480(2).

- 1 This is an application for $\sqrt{\text{(check one)}}$:
 - ($\sqrt{}$) Original certificate (new company).
 - () Approval of transfer of existing certificate: Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.
 - () Approval of assignment of existing certificate: Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.
 - () Approval of transfer of control: Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.
- 1. Name of company:

CSP Telecom, Inc.

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

CSP Telecom, Inc.

3. Official mailing address (including street name & number, post office box, city, state, zip code):

1630 Carter Oaks Dr.

Valrico, Fl. 33594

Telephone (813) 657-0574 Facsimile (813) 685-8906

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

Same as above

Select type of business your company will be conducting $\sqrt{\text{(check all that apply)}}$:

() Facilities-based carrier - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.

- () Operator Service Provider company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- () Reseller company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- (v) Switchless Rebiller company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- () Multi-Location Discount Aggregator company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers, then offers resold service by enrolling unaffiliated customers.
- () Prepaid Debit Card Provider any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.
- 7. Structure of organization;

() Individual	$(\sqrt{\ })$ Corporation
() Foreign Corporation	() Foreign Partnership
() General Partnership	() Limited Partnership
() Other	

8.	If individual, provide:
	Name:
	Title: Address:
	City/State/Zip:
	Telephone No.:Fax No.:
	Internet E-Mail Address: Internet Website Address:
9.	If incorporated in Florida, provide proof of authority to operate in Florida:
	(a) The Florida Secretary of State Corporate Registration number: P03000105170
10.	If foreign corporation, provide proof of authority to operate in Florida:
	(a) The Florida Secretary of State Corporate Registration number:
11.	If using fictitious name-d/b/a, provide proof of compliance with fictitious name statut (Chapter 865.09, FS) to operate in Florida:
	(a) The Florida Secretary of State fictitious name registration number:
12.	If a limited liability partnership, provide proof of registration to operate in Florida:
	(a) The Florida Secretary of State registration number:
Requi	M PSC/CMU 31 (12/96) ired by Commission Rule Nos. 25.24-470, .471, and 25-24.473, 25-24.480(2).

partnership agreement.
Name:
Title:
Address:City/State/Zip:
Telephone No.:Fax No.:
Internet E-Mail Address: Internet Website Address:
internet Website Address.
<u>If a foreign limited partnership</u> , provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.
(a) The Florida registration number:
Provide <u>F.E.I. Number</u> (if applicable): 20-0250521
Provide the following (if applicable):
(a) Will the name of your company appear on the bill for your services (√) Yes () No
(b) If not, who will bill for your services?
Name:
Title:
Address:
City/State/Zip:
Telephone No.: Fax No.:

14.

15.

16.

	(c)	How is this in	formatio	on provide	ed?		
17. Who will 1	receive ·	the bills for you	ır servic	ce?			
	() PA7 () Hot () Uni	sidential Custo Is providers els & motels versities her: (specify).	Any pe			(√) Business Customers () PATs station end-users () Hotel & motel guests () Universities dormitory res who orders or uses Telecom, Inc.	sidents
18. Who	will serv (a)	e as liaison to The applicatio		nmission v	with re	egard to the following?	
	Name: Title: Addre City/S		Mgr. F 1630 (Gibson Regulator Carter Oa o, Fl. 335	ks D		
	Telepl	ione No.:	(813)	<u>657-0574</u>	<u> </u>	Fax No.: (813) 685-8906	
	Intern	et E-Mail Add	lress:	Cgibson	@csp	otelecom.com	

Internet Website Address: csptelecom.com

(b) Official point of contact for the ongoing operations of the company:

Name: Chris Gibson

Title: CEO/President

Address: 1630 Carter Oaks Dr

City/State/Zip: Valrico, Fl. 33594

Telephone No.: (813) 657-0574 Fax No.: (813) 685-8906

Internet E-Mail Address: Cgibson@csptelecom.com

Internet Website Address: csptelecom.com

(c) Complaints/Inquiries from customers:

Name: Customer Service

Title:

Address: 1630 Carter Oaks Dr City/State/Zip: Valrico, Fl. 33594

Telephone No.: (813) 657-0574 Fax No.: (813) 685-8906

Internet E-Mail Address: Cgibson@csptelecom.com

Internet Website Address: csptelecom.com

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

None

(b) has applications pending to be certificated as an interexchange telecommunications company.

GA, CA, FL

(c)	is certificated to operate as an interexchange telecommunications Company
	<u>TX</u>
(d)	has been denied authority to operate as an interexchange telecommunications company and the circumstances involved. None
(e)	has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.
	<u>None</u>
(f)	has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.
	<u>None</u>

have previously been:

(a) 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, <u>please explain</u>.

No officer, director or stockholder of the company has been adjudged bankrupt, mentally incompetent or found guilty of any crime.

No officer, director or stockholder of the company are involved In proceedings which may result in such action.

(b) an 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

21. 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
sensitive)	XMTS with statewide flat rates per minute (i.e. not distance

	Method of access is FGA
	Method of access is FGB
	XMethod of access is FGD
	Method of access is 800
d.	MTS for pay telephone service providers
e.	Block-of-time calling plan (Reach Out Florida, Ring America, etc.).
f. X	800 service (toll free)
g.	WATS type service (bulk or volume discount)
	Method of access is via dedicated facilitiesMethod of access is via switched facilities
h.	Private line services (Channel Services) (For ex. 1.544 mbs., DS-3, etc.)
I.	Travel service
	Method of access is 950
	Method of access is 800
j.	900 service
k.	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

FORM PSC/CMU 31 (12/96) Required by Commission Rule Nos. 25.24-470, 25-24.471, and 25-24.473, 25-24.480(2).

_Station assistance
Person-to-person assistance
Directory assistance
Operator verify and interrupt
Conference calling

- 22. Submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).
- 23. Submit the following:
 - A. Managerial capability; give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.
 - B. Technical capability; give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.
 - C. Financial capability.

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct and should include:

- 1. the balance sheet;
- 2. income statement; and
- 3. statement of retained earnings.

NOTE: This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions

Further, the following (which includes supporting documentation) should be provided:

- 1. **A written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
- 2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service.
- 3. <u>A written explanation</u> that the applicant has sufficient financial capability to meet its lease or ownership obligations.

THIS PAGE MUST BE COMPLETED AND SIGNED

APPLICANT ACKNOWLEDGMENT 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 two 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:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:		
Chris Gibson		
Print Name	Signature	
CEO/President	11-3-03	
Title	Date	
(813) 658-0574	(813) 685-8906	
Telephone No.	Fax No.	

Address: 1630 Carter Oaks Dr.

THIS PAGE MUST BE COMPLETED AND SIGNED

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 provided in one of the following ways (applicant, please $\sqrt{\text{check one}}$):

- ($\sqrt{}$) The applicant will **not** collect deposits nor will it collect payments for service more than one month in advance.
- () The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month.

(The bond must accompany the application.)

<u>UTILITY OFFICIAL</u> :	
Chris Gibson	
Print Name	Signature
CEO/President	//-3-03
Title	Date
(813) 657-0574	(813) 685-8906
Telephone No.	Fax No.

Address: 1630 Carter Oaks Dr

THIS PAGE MUST BE COMPLETED AND SIGNED

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide interexchange telecommunications service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."

<u>UTILITY OFFICIAL</u> :			
Chris Gibson			
Print Name	Signature		
CEO/President			
Title	Date		
(813) 657-0574	(813) 685-8906		
Telephone No.	Fax No.		

Address: 1630 Carter Oaks Dr.

CURRENT FLORIDA INTRASTATE SERVICES

Applicant has () or has not ($\sqrt{\ }$) 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?

<u>UTILITY OFFICIAL</u> :	
Chris Gibson	
Print Name	Signature
CEO/President	11-3-03
Title	Date
(813) 657-0574	(813) 685-8906
Telephone No.	Fax No.

Address: 1630 Carter Oaks Dr

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

I, (Name)	,
(Title)	of
	(Name of Company)
and current holder of Florida	a Public Service Commission Certificate Number
#for a:	, have reviewed this application and join in the petitioner's request
() transfer	
() assignment	
of the above-mentioned certi	ificate.
	Not Applicable
UTILITY OFFICIAL:	
Print Name	Signature
Title	Date
Telephone No.	Fax No.
Address:	

FLORIDA PUBLIC SERVICE COMMISSION

APPLICATION FOR AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONSSERVICE BETWEEN POINTS WITHIN THE STATE OF FLORIDA

The Applicant is a new company with no Audited financial statements.

(Signature)

(Name)

President

(Title)

(Date)

5:21 PM 11/03/03 Accrual Basis

CSP Telecom Inc. Balance Sheet

As of November 3, 2003

	Nov 3, 03
ASSETS	
Current Assets	
Checking/Savings	
Bank Atlantic	19,500 00
Bank Atlantic Money Market	25,000 00
Total Checking/Savings	44,500 00
Total Current Assets	44,500 00
TOTAL ASSETS	44,500.00
LIABILITIES & EQUITY	
Equity	
Opening Bal Equity	46,500.00
Net Income	-2,000 00
Total Equity	44,500 00
TOTAL LIABILITIES & EQUITY	44,500.00

I Chris Gibson, President and CEO of CSP Telecom, Inc, attest that this document is true and correct.

Signed:

Chris Gibson President/CEO 5:27 PM 11/03/03 Accrual Basis

CSP Telecom Inc. Income by Customer Summary

January 1 through November 3, 2003

TOTAL Jan 1 - Nov 3, 03
0.00

This is a new company with no customers, therefore has no income. I Chris Gibson attest this is true and correct.

Signed:

Chris Gibson President/CEO

FLORIDA PUBLIC SERVICE COMMISSION

APPLICATION FOR AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONSSERVICE BETWEEN POINTS WITHIN THE STATE OF FLORIDA

Applicant's senior management, have each been involved in the telecommunications industry for over 8 (eight) years.

Their experience ranges from Chief Financial officer, Chief Technical Officer to Chief Operations Officer. Their combined experience of over 24 years gives the applicant extensive managerial ability to provide the proposed services.

As a reseller, the applicant relies on the technical reputation and support of its underlying carrier

(Signature)

(Name)

<u>President</u>

(Title)

(Date)

FLORIDA PUBLIC SERVICE COMMISSION

APPLICATION FOR AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONSSERVICE BETWEEN POINTS WITHIN THE STATE OF FLORIDA

The Applicant is a new company with no current liabilities or outstanding debt. The company currently has nearly forty five thousand dollars in capitol which well exceeds its moderate growth plan. As the company plans to ramp up to desired sales, more capitol is to follow from its investors.

As a reseller with no paid employees at the time, the applicants costs consist of only regulatory, sales, and the network bill, which is all relevant to the cost of sales.

(Signature)

(Name)

President

(Title)

(Date)

TITLE PAGE

FLORIDA TELECOMMUNICATIONS TARIFF

OF

CSP Telecom, INC.

This tariff contains the descriptions, regulations and rates applicable to the furnishing of Interexchange Telecommunications resellers services provided by CSP Telecom, INC. ('Company'), with principal offices located at 1630 Carter Oaks Dr. Valrico, FI 33594. This tariff applies for services furnished within the state of Florida. 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: November 6, 2003

Effective date:

Issued by:

TARIFF FORMAT

- Α. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence - There are various 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).l.(i) 2.1.1.A.1.(a).l.(i).(1)

D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain 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 page is the most current on file with the Commission.

Issued: November 6, 2003

Effective date:

Issued by:

EXPLANATION OF SYMBOLS

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

Issued: November 6, 2003 Effective date:

Issued by:

CHECK SHEET

Sheets 1 through (insert number) 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 on the bottom of this sheet.

<u>Page</u>	Number of Revision
1	Original
2 3 4	Original
3	Original
	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
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
	•

^{*} Indicates New or Revised Sheet

Issued: November 6, 2003 Effective date:

Issued by:

CONCURRING, CONNECTING or OTHER PARTICIPATING CARRIERS.

- 1. Concurring Carrier(s) None
- 2. Connecting Carrier(s) None
- 3. Other Participating Carrier(s) None

Issued: November 6, 2003

Effective date:

Issued by:

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Issued: November 6, 2003

Effective date:

Issued by

APPLICATION of TARIFF

This tariff contains the rates and regulations and charges applicable to intrastate interexchange telecommunications resellers services provided by CSP Telecom, Inc., within the state of Florida.

Carrier's services are provided subject to the availability of facilities and subject to terms and conditions of this tariff.

Issued: November 6, 2003

Effective date:

Issued by:

1 TECHNICAL TERMS and ABBREVIATIONS

- 1.1 **Access Line** An arrangement, which connects the customer's location To a "company's", switching center or point of presence.
- 1.2 Account Codes Optional, Customer defined digits that allow the Customer to identify the individual user, department or client Associated with a call.
- 1.3 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.
- 1.4 Carrier, Company or Utility refers to CSP Telecom, Inc.
- 1.5 **Commission** Means the Florida Public Service Commission.
- 1.6 **Completed call** A call which the Company's network has determined Has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

Issued: November 6, 2003

Effective date:

Issued by:

1. TECHNICAL TERMS and ABBREVIATIONS (cont'd)

- 1.7 **Customer** The person, firm, corporation or other entity which orders, cancels, amends, or uses the services of the company and is responsible for payment of charges and compliance with the company's tariff regulations.
- 1.8 **Holidays -** The Company's recognized holidays are New Year's Day, July 4th, Thanksgiving Day, Christmas Day.
- 1.9 **InterLATA** The completion of calls between Local Access Transportation Areas.
- 1.10 **IntraLATA** The completion of call between points within the Boundaries of a Local Access Transportation Area.
- 1.11 **Residential customer -** Is a customer who has telephone service at a Dwelling and who uses the service primarily for domestic or social Purposes. All other customers are non-residential customers.

Issued: November 6, 2003

Effective date

Issued by:

1. TECHNICAL TERMS and ABBREVIATIONS (cont'd)

- 1.12 **Service** Means any telecommunications service(s) provided By the Carrier under this tariff.
- 1.13 **Station** Means a telephone instrument consisting of a connected Transmitter, receiver, and associated apparatus to permit sending or Receiving telephone messages.
- 1.14 **Switched Access** Where originating or terminating access between The Customer and the the interexchange carrier is provided by the Local exchange carrier to reach the company's point of presence.
- 1.15 **LATA** Local access and transport area.
- 1.16 **LEC** Local Exchange Company.
- 1.17 **HITDR** Highest Interexchange Transporter daytime rate.
- 1.18 **Day** From 8:00 AM up to but not including 5:00 PM local time Sunday through Friday.
- 1.19 **Evening** From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.
- 1.20 **Night/Weekend** From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

Issued: November 6, 2003

Effective date:

Issued by.

2 RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 General

The Company offers and provides the resale of message toll Services to residential and business customers within the state of Florida. Service is Provided on a full time basis, Twenty-four (24) hours a day, Seven (7) days a week.

2.1.2 Service availability

The Company offers service to all those within its service area, Who desire to purchase service from the Company consistent with All provisions of this tariff.

2.1.3 Limitations

- 2.1.3.A Service is offered subject to the availability of the Necessary facilities and / or equipment.
- 2.1.3.B The Company reserves to the right to discontinue or Limit service when necessitated by conditions beyond Its control, or when a customer is using services in Violation of this tariff or in violation of the law.
- 2.1.3.C The company does not undertake to transmit

 Messages, but offers the use of its facilities when available,

 And will not be liable for errors in transmission or for failures

 To establish connection.
- 2.1.3.D Resellers and rebillers of the company's service must have a Certificate of Public Convenience and Necessity as an Interexhange Carrier from the Florida Public Service Commission.

Issued: November 6, 2003

Effective date:

Issued by:

2 RULES AND REGULATIONS (Cont'd)

2.2 Payments, Deposits, Taxes and Charges.

2.2.1 Responsibilities of the Customer

The customer shall be responsible for payment of all charges for Service and equipment furnished to the customer for Transmission Of Calls via the company. The customer agrees to Pay to the Company any cost (s) incurred as a result of any Delegation of Authority resulting in the use of his or her Communications Equipment and/or Network services, which result in the placing of Calls via the Company. The Customer agrees to pay the Company Or its authorized agent any and all cost (s) incurred as a result Of the use of the service arrangement, including calls which the Customer did not individually authorized.

All charges due by the customer are payable to the company Or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and Regulations of the agency and subject to the rules of Regulatory agencies. Any objections of billed charges must Be promptly reported to the Company or its billing agent.

2.2.2 Deposits

The company does not require a deposit from the customer.

2.2.3 Taxes

The company reserves the right to bill any and all applicable Taxes in addition to normal long distance usage charges, Including but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes and Gross Receipts Tax. Such taxes will be listed on customers' bills as separate line items and are not included in the quoted rates. 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.

Issued: November 6, 2003 Effective date:

Issued by:

2 RULES AND REGULATIONS (Cont'd)

2.2.4 Advanced 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 next month.

2.3 Cancellation or Termination of Service

2.3.1 Cancellation

Customer may cancel service upon providing 30 days written or oral notice to the Company.

2.3.2 Termination

The company may terminate service to a customer or Subscriber for non-payment of undisputed charges or other Violations of this tariff or provision of the law, upon 10 days' Written notice to the customer. Without incurring any liability for damages due to loss of telephone service to the Subscriber.

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2.4 Liability of the Company

2.4.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

2.4.2 Service Irregularities

- 2.4.2.A The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.
- 2.4.2.B The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

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2.4.3 Claims of Misuse of Service

2.4.3.A The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.

2.4.4 Limitation of Liability

2.4.4.A Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

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2.5 Minimum Contract Period

2.5.1 Except as otherwise provided, the minimum contract period is one month For all services furnished.

2.6 Billing of Service

- 2.6.1 Service will be billed by the Company, or any agency duly authorized to receive such payments. on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.3.2 of this tariff.
- 2.6.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.6.3 Any resellers or rebillers of the Company's service must have a Certificate of Public Convenience and Necessity as an Interexchange Carrier from the Florida Public service Commission.

F. C.

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2.7 Customer Complaints and Billing Disputes

- 2.7.1 Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.
- 2.7.2 Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the customer to:

Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, Florida 32399-0850

2.7.3 The Company provides the following toll free number 1-800-736-7500 for The Customer to contact the carrier.

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2.8 Allowance for Interruptions in Service

2.17.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30th of the monthly charges for the services affected for each day that the interruption continues

2.9 Denial of Service without Notice

- 2.9.1 The Company may discontinue service without notice for any of the following reasons:
 - 2.9.1.A Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
 - 2.9.1.B Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
 - 2.9.1.C Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
 - 2.9.1.D Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

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2.10 Denial of Service Requiring Notice

- 2.10.1 The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:
 - 2.10.1.A Non-compliance with Regulations. For violation of or non-compliance with the Company's tariffs on file with the Commission.
 - 2.10.1.B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service.
 - 2.10.1.C Non-payment of Bill.
 - 2.10.1.C.1 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.
 - 2.10.1.C.2 In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.

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2.11 Insufficient Reasons for Denial of Service

- 2.11.1 The following may not constitute cause for refusal of service to a present or prospective customer:
 - 2.11.1.A Failure of a prior customer to pay for service at the premises to be serviced;
 - 2.11.1.B Failure to pay for a different class of service for a different entity;
 - 2.11.1.C Failure to pay the bill of another customer as guarantor of that bill;

2.12 Unlawful Use of Service

- 2.12.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:
 - 2.12.1.A An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
 - 2.12.1.B The Company is notified in writing by a law enforcement agency acting within its jurisdiction which prohibits carrier from providing such services.

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2.13 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

2.14 Telephone Solicitation by Use of Recorded Messages

2.14.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.15 Incomplete Calls

2.15.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

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3 DESCRIPTION OF SERVICES

3.1 General

- 3.1.1 Calls made using the Company's services are timed and measured by the company using standard industry answer detection methods, including hardware and software answer detection. Timing for all calls begins when the called party answers the call.
- 3.1.2 Chargeable time for all calls ends when one of the parties disconnects from the call.
- 3.1.3 Minimum call duration for billing purposes is one minute unless otherwise specified in the individual rate schedule of this rate sheet.
- 3.1.4 Calls are billed in one-minute increments unless otherwise indicated in this rate sheet.

3.2 Rate periods

[For future use. No available plan provides variances for rate periods]

3.3 Holidays

[For future use. No available plan provides variance for Holiday usage]

3.4 Level of Service

Customers can expect end to end network availability of no less than 98% at all times for all services

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3 DESCRIPTION OF SERVICES (Cont'd)

3.5 Monthly Service Fee

A monthly Service Fee may apply in addition to applicable usage

3.6 Service Offerings

3.6.1 1+ Dialing

This service is offered to residential and business customers. The service permits Customers to originate calls via switched or dedicated access lines. The Customer dials "1+" followed by " ten digits " or dials "101xxxx" followed by "1+ ten digits". Service is billable at single per minute rate, calls are billed in one minute increments. Monthly recurring fees apply.

3.6.2 Travel Cards

The Customer utilizes an 11-digit "toll-free" access number established by the company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party. Service is billable at single per minute rate, calls are billed in one minute increments.

3.6.3 800 Service (Toll-Free)

This service is inbound calling only, where an 800, 888, or other toll-free prefix number rings into a customer's premises routed to a specific telephone number. Call charges are billed to the subscriber and not to the party originating the call. Service is billable at single per minute rate, calls are billed in one minute increments. Monthly recurring fees apply.

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3 DESCRIPTION OF SERVICES (Cont'd)

3.7 Uncompleted Calls

There shall be no charges for uncompleted calls.

3.8 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

FORMULA:

The square 2 2 root of: (V1 - V2) + (H1 - H2) 10

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4 RATES AND CHARGES

4.1 Rates

4.1.1 1 + Dialing

Rate per minute – 10 cents per minute Plan is billed in full minute increments.

4.1.2 Travel Cards

Rate per minute – 12 cents per minute Plan is billed in full minute increments.

4.1.3 800 Toll-Free

Rate per minute - 25 cents per minute Plan is billed in full minute increments.

4.1.4 Monthly Service Fee

\$4.95

4.2 Charges

4.2.1 Universal Service Fund Assessment & Prescribed Interexchange Carrier Charge.

The customer will be assessed a monthly Universal service fund Contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by the Universal Service Administrative company (or any successor) or any State agency or its administrator. A Prescribed Interexchange Carrier Charge ("PICC") applies on a monthly basis to all customers monthly bills at the prevailing rate.

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4 RATES AND CHARGES (Cont'd)

4.3 Exemptions and Special Rates

4.3.1 Hearing and Speech Impaired Persons.

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

4.32 Telecommunications Relay Service Rates

For toll calls received from the relay service, call charges shall be discounted by 50% from otherwise applicable usage rates for a voice non-relay call, except that where the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60%.

4.33 Directory Assistance

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

4.4 Promotional Offerings

4.4.1 The Company may, from time to time, make promotional offerings to Enhance the marketing of its services and waving certain charges. These offerings will be approved by the Florida Public service Commission with Specific starting and ending dates, and be made part of this tariff.

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4 RATES AND CHARGES (Cont'd)

4.5 Late Payment Charges

A late fee of 1.5% per month will be charged on any past due Balance. In the event that the company incurs fees or Expenses, including attorney's fees while collecting or Attempting to collect any charges owed to the company, the Company may charge the customer all such fees and expenses reasonably incurred.

4.6 Returned Check Charge

A return check charge of \$15.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Florida law and Commission regulations.

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