



December 18, 2003
Overnight Delivery

031115-TI

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Ms. Blanco Bayo, Director
Florida Public Service Commission
Division of the Commission Clerk and Administrative Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0870

RE: IXC Registration and Initial Tariff on behalf of **Galway Telecommunications, LLC**
for Authority to Provide Interexchange Telecommunications Services within the State
of Florida.

Dear Ms. Bayo:

Enclosed for filing are the original and six (6) copies of the above-referenced Interexchange Application and initial tariff on behalf of Galway Telecommunications, LLC.

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

Any questions you may have regarding this filing may be directed to me at (407) 740-8575 or tforte@tminc.com. Thank you for your assistance.

Sincerely,

Thomas M. Forte
Consultant to Galway Telecommunications, LLC

TMF/ks

cc: Dana Pierson - Galway
file: Galway - FL
tms: FLi0300

DOCUMENT MARK DATE

13159 DEC 19 8

FPSC-COMMISSION CLERK

IXC REGISTRATION FORM

Company Name Galway Telecommunications, LLC

Florida Secretary of State Registration No. M3000003601

Fictitious Name(s) as filed at Fla. Sec. of State Not applicable

Company Mailing Name Galway Telecommunications, LLC

Mailing Address 1650 So. Amphlett Blvd., Suite 102

San Mateo, CA 94402

Web Address

E-mail Address rtrombley@galway.com.com

Physical Address 1650 So. Amphlett Blvd., Suite 102

San Mateo, CA 94402

Company Liaison Ms. Dana Pierson

Title Vice President

Phone 650-235-3591

Fax 650-235-3589

E-mail address dana@condor1.com

Consumer Liaison Ron Trombley

Title Customer Service Manager

Address 1650 So. Amphlett Blvd., Suite 102, San Mateo, CA 94402

Phone (888) 777-7887

Fax 714-384-7877

E-mail address rtrombley@galway.com.com

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.

Dana Pierson Signature of Company Representative

Ms. Dana Pierson, Vice President Printed/Typed Name of Representative

DEC. 8, 2003 Date



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

October 28, 2003

JACKIE SORMAN
590 PARK STREET, SUITE 6
ST. PAUL, MN 55103

Qualification documents for GALWAY TELECOMMUNICATIONS, LLC were filed on October 22, 2003, and assigned document number M03000003601. Please refer to this number whenever corresponding with this office.

Your limited liability company is now qualified and authorized to transact business in Florida as of the file date. In accordance with section 608.406(2), F.S., the name of this limited liability company is filed with the Department of State for public notice only and is granted without regard to any other name recorded with the Division of Corporations.

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

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

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Registration and Qualification Section.

Tammi Cline
Document Specialist
Division of Corporations

Letter Number: 803A00058645

TITLE PAGE

**FLORIDA TELECOMMUNICATIONS TARIFF
OF
GALWAY TELECOMMUNICATIONS, LLC**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by Galway Telecommunications, LLC with principal offices located at 1650 S. Amphlett Blvd., Suite 102, San Mateo, CA 94402. This tariff applies to 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.

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Effective: _____

Issued by: Ms. Dana Pierson, Vice President
1650 S. Amphlett Blvd., Suite 102
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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION
1	Original	*		
2	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	*		
17	Original	*		
18	Original	*		
19	Original	*		
20	Original	*		

* - indicates those pages included with this filing

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SYMBOLS

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

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

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

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TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the FPSC. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current page number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1(A)
 - 2.1.1.(A)(1)
 - 2.1.1.(A)(1)(a)
 - 2.1.1.(A)(1)(a)(I)
 - 2.1.1.(A)(1)(a)(I)(i)
 - 2.1.1.(A)(1)(a)(I)(i)(1)
- 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 pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some 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 FPSC.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

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

Customer - Any person, firm, partnership, corporation, or other entity which uses telecommunications services under the provisions and regulations of this tariff and is responsible for payment of charges.

Company or Carrier - Galway Telecommunications, LLC unless otherwise clearly indicated by the context.

Commission - The Florida Public Service Commission.

FPSC - Florida Public Service Commission.

Galway - Refers to Galway Telecommunications, LLC unless otherwise clearly indicated by the context.

Holidays - The Company observes the following holidays: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day.

LEC - Local Exchange Company.

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SECTION 2.0 - 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 installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff.

2.2 Applicability of Tariff

This tariff is applicable to telecommunications services provided by the Company within the State of Florida.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.3 Payment and Credit Regulations

2.3.1 Payment Arrangements

For Subscriber Services, all charges due by the Customer are payable to any agency duly authorized to receive such payments. This includes payment for calls or services originated at the Customer's number(s) incurred at the specific request of the Customer.

2.3.2 Deposits

The Company does not collect deposits from its Customers.

2.3.3 Advance Payments

The Company does not collect advance payments from its Customers.

2.3.4 Taxes

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.4 Refunds or Credits for Service Outages or Deficiencies****2.4.1 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control.

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.4 Refunds or Credits for Service Outages or Deficiencies, (Cont'd.)****2.4.2 Liability**

- (A) The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs, unless ordered by the Commission.
- (B) The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- (C) The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's or Subscriber's apparatus or systems, or (iii) for any act or omission of the Customer or Subscriber, or (iv) for any personal injury or death of any person, or for any loss of or damage to Subscriber's or Customer's premises or any other property, whether owned by Customer, Subscriber or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- (D) The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Personal Account codes issued for use with the Company's services.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.5 Refusal or Discontinuance by Company**

The Company may refuse or discontinue service for non-compliance with and/or violation of any Federal, State or municipal law, ordinance or regulation pertaining to telephone service. Service may also be discontinued or refused for the following conditions:

2.5.1 Carrier, upon 5 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:

- (A) Non-payment of any past due balance to Carrier for services;
- (B) A violation of any regulation governing the service under this tariff;
- (C) A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- (D) Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

2.5.2 Carrier, upon giving the customer notice and allowing a reasonable time for the customer to comply, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- (A) For noncompliance with or violation of any state or municipal law, ordinance or regulation pertaining to telephone service;
- (B) For use of the telephone service for any other property or purpose than that described in the application;

2.5.3 Carrier, without notice, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- (A) In the event of Customer use of equipment in such manner as to adversely affect the Company's equipment or the Company's service to others;
- (B) In the event of hazardous conditions or tampering with the equipment furnished and owned by the Company;
- (C) In the event of unauthorized or fraudulent use of service. The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes when the company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.6 Limitations of Service

- 2.6.1 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.6.2 The Company reserves the right to discontinue furnishing service when necessitated by conditions beyond its control.
- 2.6.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.6.4 The Company reserves the right to discontinue the offering of service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.7 Use of Service

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

2.8 Applicable Law

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

2.9 Employee Concessions

The Company does not provide for employee concessions.

2.10 Other Rules

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes when the company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 General

Service is available twenty-four hours per day, seven days a week.

3.2 Timing of Calls

3.2.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.2.2 Chargeable time for all calls ends when either one of the parties disconnects from the call.

3.2.3 Minimum call duration and additional billing increments are identified on a per product basis in this tariff.

3.2.4 Partial usage will be rounded up to the next highest whole minute. All calls are rounded to the next highest billing increment. Any partial cents per call will be rounded up to the next highest cent.

3.2.5 There is no billing applied for incomplete calls.

3.3 Minimum Call Completion Rate

Customers can expect a call completion rate of not less than 90% during peak use periods. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

3.4 Applicable Rate Periods

The Company's services are not time of day or day of week sensitive, but are flat rated based upon service option. The Company does not offer holidays discounts.

3.5 Calculation of Distance

The Company's rates are not distance sensitive but flat rated, based upon service option.

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SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.6 Flat Rate Plan 1024

The Flat Rate Plan 1024 gives the Customer 1,024 minutes of monthly usage for a flat monthly fee. A monthly service charge also applies for this service. Customer will be billed one month in advance for this service. Billing for this service will be done through a valid credit card.

All calls will be billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

Customers subscribing to this service will receive the first 1,024 minutes of usage for free.

3.7 Flat Rate Plan 512

The Flat Rate Plan 512 provides the Customer with 512 minutes of monthly usage for a flat monthly fee. A monthly service charge also applies for this service. Customer will be billed one month in advance for this service. Billing for this service will be done through a valid credit card.

All calls will be billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

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SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.8 Flat Rate Plan 768

The Flat Rate Plan 768 provides the Customer with 768 minutes of monthly usage for a flat monthly fee. A monthly service charge also applies for this service. Customer will be billed one month in advance for this service. Billing for this service will be done through a valid credit card.

All calls will be billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

3.9 Flat Rate Plan 384

The Flat Rate Plan 384 provides the Customer with 384 minutes of monthly usage for a flat monthly fee. A monthly service charge also applies for this service. Customer will be billed one month in advance for this service. Billing for this service will be done through a valid credit card.

All calls will be billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

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SECTION 4 - RATES**4.1 Late Payment Charge**

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

4.2 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50, \$30 if the face value does exceed \$50 but does not exceed \$300, \$40 if the face value exceed \$300 or 5% of the value of the check, whichever is greater.

4.3 Special Rates for the Handicapped**4.3.1 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.

4.3.2 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.

4.3.3 Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the calls shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for a call and shall not apply to per call charges such as a credit card surcharge.

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SECTION 4 - RATES, (CONT'D.)**4.4 Flat Rate Plan 1024**

All calls will be billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

(A) Monthly Charges

Monthly Usage Charge	\$39.95
Monthly Administrative Fee	\$4.95

4.5 Flat Rate Plan 512

All calls will be billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

(A) Monthly Charges

Monthly Usage Charge	\$19.95
Monthly Administrative Fee	\$3.95

(B) Additional per minute fee:

Per Minute Fee	\$0.0390
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SECTION 4 - RATES, (CONT'D.)

4.6 Flat Rate Plan 768

All calls will be billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

(A) Monthly Charges

Monthly Usage Charge	\$29.95
Monthly Administrative Fee	\$3.95

(B) Additional per minute fee:

Per Minute Fee	\$0.0390
----------------	----------

4.7 Flat Rate Plan 384

All calls will be billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

(A) Monthly Charges

Monthly Usage Charge	\$14.95
Monthly Administrative Fee	\$3.95

(B) Additional per minute fee:

Per Minute Fee	\$0.0390
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SECTION 5 - PROMOTIONS

5.1 Promotions - General

From time to time the Company shall, at its option, promote subscriptions or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for limited duration or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area.

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

5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes in duration over its network.

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