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

P.O. Drawer 200  
Winter Park, FL  
32790-0200

RE: Florida IXC Registration for **Symtelco, LLC**  
Florida Interexchange Tariff No. 4

Tel: 407-740-8575  
Fax: 407-740-0613  
tmi@tminc.com

Dear Ms. Bayo:

Enclosed please find the original and six (6) copies of an IXC Registration and initial interexchange tariff submitted on behalf of Symtelco, LLC. The Company respectfully requests an effective date of December 4, 2004.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for that purpose.

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3008 or [cneeld@tminc.com](mailto:cneeld@tminc.com). Thank you for your assistance.

Sincerely,

Craig Neeld  
Consultant to Symtelco, LLC

CN/ks

cc: Greg Hogan, Symtelco  
file: Symtelco - FL -IXC  
tms: FLi0400

*Original Tariffs forwarded to C.P.*

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## FLORIDA IXC REGISTRATION FORM

**Company Name**      Symtelco, LLC

**Florida Secretary of State Registration No.**      F04000001162

**Fictitious Name(s) as filed at Fla. Sec. of State**      N/A

**Company Mailing Name**      Symtelco, LLC

**Mailing Address**      1385 Weber Industrial Drive

Cumming, Georgia 30041

**Web Address**      www.Symtelco.com

**E-mail Address**

**Physical Address**      1385 Weber Industrial Drive

Cumming, Georgia 30041

**Company Liaison**      Greg Hogan

**Title**      President

**Phone**      678-455-2770

**Fax**      770-844-0845

**E-mail address**      ghogan@Symtelco.com

**Consumer Liaison to PSC**      Greg Hogan

**Title**      President

**Address**      1385 Weber Industrial Drive, Cumming, GA 30041

**Phone**      678-455-2770

**Fax**      770-8944-0845

**E-mail address**      cs@symtelco.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.

  
\_\_\_\_\_  
**Signature of Company Representative**

\_\_\_\_\_  
Greg Hogan, President

**Printed/Typed Name of Representative**

**Date**

9-10-04

Effective: 07/15/2003

**FLORIDA INTEREXCHANGE TARIFF**

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**TITLE PAGE**

**FLORIDA INTEREXCHANGE TARIFF  
OF  
SYMTELCO, LLC**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by Syntelco, LLC ("Syntelco") with principal offices located at 1385 Weber Industrial Drive, Cumming, Georgia 30041. 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.

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Issued: November 4, 2004

Effective: December 4, 2004

By: Greg Hogan, President  
1385 Weber Industrial Drive  
Cumming, Georgia 30041

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FLORIDA INTEREXCHANGE TARIFF

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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.

<b>PAGE</b>	<b>REVISION</b>		<b>PAGE</b>	<b>REVISION</b>	
1	Original	*	26	Original	*
2	Original	*	27	Original	*
3	Original	*	28	Original	*
4	Original	*	29	Original	*
5	Original	*	30	Original	*
6	Original	*	31	Original	*
7	Original	*	32	Original	*
8	Original	*	33	Original	*
9	Original	*	34	Original	*
10	Original	*	35	Original	*
11	Original	*	36	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	*			

\* - indicates those pages included with this filing

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FLORIDA INTEREXCHANGE TARIFF

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**FLORIDA INTEREXCHANGE TARIFF**

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**SYMBOLS**

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

- (C) - Changed regulation.
- (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.

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

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## FLORIDA INTEREXCHANGE TARIFF

## 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 Commission. For example, the 4<sup>th</sup> Revised Page 14 cancels the 3<sup>rd</sup> Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current pages 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.
- 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. 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 Commission.

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FLORIDA INTEREXCHANGE TARIFF

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**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access** - Access to the Company's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

**Access Code** - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

**Authorized User** - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

**Automated Collect Calls** - Calls billed to the called party and completed through an automated call processing system that prompts the call originator and the called party such that the call is completed without live operator assistance.

**Automatic Numbering Identification (ANI)** - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

**Calling Card Call** - A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a LEC or interexchange carrier calling card.

**Central Office** - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

**Channel** - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

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FLORIDA INTEREXCHANGE TARIFF

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

**Common Carrier** - A company or entity providing telecommunications services to the public.

**Company** - Refers to Symtelco, LLC, the issuer of this tariff.

**Credit Card Call** - A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a credit commercial card, such as Visa or MasterCard.

**Customer** - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

**Customer - Provided Facilities** - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

**Direct Dialed Call** - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

**Equal Access** - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

**Equal Access Code** - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

**Exchange** - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

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

**Intrastate Message Telecommunications Service ("MTS")** - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed and operator assisted intrastate switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of Florida.

**Local Exchange Carrier ("LEC")** - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

**Measured Charge** - A charge assessed on a per minute or incremental basis in calculating a portion of the charges due for a completed call.

**Other Common Carrier** - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

**Point(s) of Presence** - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

**Premise** - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

**Presubscribed Provider of Operator Services** - The intrastate provider of Operator Services to which the Authorized User is connected when the Authorized User places a call using a provider of operator services without dialing a special access code.

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FLORIDA INTEREXCHANGE TARIFF

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

**Service** - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

**Special Access Service** - All exchange access not utilizing telephone company end office switches. This service includes dedicated access that connects end user to end user, end user to carrier, or carrier to carrier and may include analog or digital channels for voice, data or video transmissions.

**Subscriber** - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, make telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

**Symtelco** - Refers to Symtelco, LLC, the issuer of the tariff.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

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**FLORIDA INTEREXCHANGE TARIFF**

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**SECTION 2.0 - RULES AND REGULATIONS****2.1 Undertaking of the Company**

Service is offered to residential and business Customers of the Company to provide interexchange long distance and operator assisted service calls originating and terminating partially or wholly within the State of Florida using the Company's network configuration. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All Services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

The Company's services are available twenty-four (24) hours per day, seven (7) days per week.

**2.2 Applicability of Tariff**

This tariff applies to telephone calls which originate and terminate in the State of Florida.

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FLORIDA INTEREXCHANGE TARIFF

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.3 Payment and Credit Regulations****2.3.1 Billing and Credit Regulations**

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

**2.3.2 Payment for Service**

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for third party calls which are charged to a domestic telephone number will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (B) Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card-issuing company.
- (C) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (D) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (E) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (F) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.

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

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

## 2.3.2 Payment for Service, (cont'd.)

- (G) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least five calendar days before service is disconnected. The Company does not charge a late charge for unpaid bills.
- (H) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- (I) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- (J) The Company will not bill for unanswered calls in areas where Equal Access is available, nor will the Company knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, the Company will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (K) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.
- (L) Payments for service provided in association with Company issued Debit Accounts must be received by the Company or its authorized agent prior to the activation of the Customer's Debit Account. The Customer shall be responsible for all calls placed via the Debit Account as the result of the Customer's intentional or negligent disclosure of their Personal Identification Number (PIN).

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**FLORIDA INTEREXCHANGE TARIFF**

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.4 Taxes**

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate line items and are not included in the quoted rates, unless otherwise provided in Section 4 of this tariff.

**2.5 Right to Backbill for Improper Use of the Company's Service**

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.6 Cancellation or Interruption of Services**

**2.6.1** Without incurring liability, the Company may discontinue Services, effective immediately after receipt of written notice (Notice shall be deemed received on the fifth business day following mailing of notice.), to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted service under the following conditions:

- (A) For nonpayment of any sum due the Company for more than thirty days after issuance of the bill for the amount due;
- (B) For violation of any of the provisions of this tariff;
- (C) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's service; or
- (D) By reason of any order or decision of a court having competent jurisdiction, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its service.

**2.6.2** Without incurring liability, the Company may interrupt the provision of service at any time in order to perform test(s) and inspections to assure compliance with tariff regulations and the proper installation and operation of Subscriber/Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operations so identified are rectified.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.6 Cancellation or Interruption of Services, (Cont'd.)**

- 2.6.3** Service may be discontinued by the Company by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer Authorization Codes, when the Company deems it necessary to take action to prevent unlawful use of its service. The Company may restore service as soon as it can be provided without undue risk.
- 2.6.4** The termination notice process provides adequate time intervals for the Customer to prevent termination or disconnect.
- (A) The first notice is our "Disconnect Notice". It is sent to customers who have a past due balance of \$10.00 or more on the 10th day after bills are sent each month.
  - (B) On the 11th day after the disconnect notice is sent, accounts that still have a past due balance are temporarily deactivated and a notice is sent to tell the Customer what action has been taken. This notice is printed on letterhead.
  - (C) On the 11th day after deactivation of the accounts, those that still have a past due balance are sent "Final Demand Letter". These Customers are contacted by phone regularly and then placed with a collection agency on the 20th of the next month.
  - (D) Accounts are tracked daily for reactivation of service as balances are paid.
- 2.6.5** If, for any reason, Service is interrupted, the Customer will only be charged for the service that was actually used.

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FLORIDA INTEREXCHANGE TARIFF

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.7 Denial of Access to Service by the Company**

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

- 2.7.1** Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;
- 2.7.2** Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference Company' operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or
- 2.7.3** The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- 2.7.4** Failure to pay a previously owed bill by the same Customer at another location.

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## FLORIDA INTEREXCHANGE TARIFF

**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.8 Customer's Liability in the Event of Denial of Access to Service by the Company**

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 3.14.4, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

**2.9 Reinstitution of Service**

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstatement of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstated (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

**2.10 Interconnection with Other Common Carriers**

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

**2.11 Use of Service**

Service may be used for any lawful purpose for which it is technically suited.

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

**2.12 Liability of the Company**

- 2.12.1** Except as stated in this section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- 2.12.2** The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.12.3** The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.12 Liability of the Company, (Cont'd.)**

- 2.12.4** The Company is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions of 2.13.2 above.
- 2.12.5** The Company shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.
- 2.12.6** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.
- 2.12.7** Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

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**FLORIDA INTEREXCHANGE TARIFF**

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.13 Marketing Practices**

As a telephone utility under the regulation of the Florida Public Service Commission, the Company hereby asserts and affirms that as a reseller of intrastate telecommunications service, it will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in Florida, and will comply with those marketing practices, if any, set forth by the Public Service Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. The Company understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the State of Florida.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.14 Responsibilities of the Subscriber or Customer**

- 2.14.1** The Subscriber or Customer is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber or Customer is also responsible for the payment of charges for calls originated at the Subscriber's or Customer's premises that are not collect, third party, calling card, or credit card calls.
- 2.14.2** The Subscriber or Customer is responsible for charges incurred for special construction and/or special facilities that the Subscriber or Customer requests and which are ordered by the Company on the Subscriber's or Customer's behalf.
- 2.14.3** If required for the provision of the Company's Services, the Subscriber or Customer must provide any equipment space, supporting structure, conduit, and electrical power without charge to the Company.
- 2.14.4** The Subscriber or Customer is responsible for arranging ingress to its premises at times mutually agreeable to it and the Company when required for Company personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of the Company's services.

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FLORIDA INTEREXCHANGE TARIFF**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.14 Responsibilities of the Subscriber or Customer, (Cont'd.)**

- 2.14.5** The Subscriber or Customer shall ensure that its terminal equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber or Customer and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers or Customers.
- 2.14.6** If the Subscriber or Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Subscribers or Customers, the Company may, upon written notice, require the use of protective equipment at the Subscriber's or Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notification, terminate the Subscriber's or Customer's service.
- 2.14.7** The Subscriber or Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Subscriber or Customer, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber or Customer, Authorized Users, or others.
- 2.14.8** The Subscriber or Customer must pay for the loss through theft or fire of any of the Company's equipment installed at Subscriber's or Customer's premises.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.15 Responsibilities of Authorized Users**

- 2.15.1** The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.
- 2.15.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.15.3** The Authorized User is responsible for providing the Company with a valid method of billing for each call. The Company reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

**2.16 Applicable Law**

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

**2.17 Cost of Collection and Repair**

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

**2.18 Other Rules**

- 2.21.1** The Company reserves the right to validate the credit worthiness of Customers or Authorized Users through available verification procedures.
- 2.21.2** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.

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**FLORIDA INTEREXCHANGE TARIFF**

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**SECTION 3.0 - DESCRIPTION OF SERVICES****3.1 General**

The Company offers interexchange long distance services, and operator assisted services business customers within the State of Florida. Rates for these services vary by product. All of the Company's services are available 24 hours a day, seven days a week.

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## FLORIDA INTEREXCHANGE TARIFF

**SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)****3.2 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

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

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

**Formula:**

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

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**FLORIDA INTEREXCHANGE TARIFF**

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**SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)****3.3 Determination of Call Duration and Timing of Calls**

- 3.2.1** For Direct Dialed and Operator Station Calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console. For Person-to-Person calls chargeable time begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- 3.2.2** Chargeable time ends when the connection is terminated.
- 3.2.3** Chargeable time does not include the time lost because of known faults or defects in the service.
- 3.2.4** The initial and additional timing periods for billing purposes vary by product and are specified in Section 4 of this tariff.
- 3.2.5** The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

3.4 Time of Day Rate Periods

For time of day sensitive services, the appropriate rates apply for day, evening and night/weekend calls based on the following chart:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 4:59 PM	DAYTIME RATE PERIOD OR PEAK RATE PERIOD						
5:00 PM TO 10:59 PM	EVENING RATE PERIOD OR OFF PEAK RATE PERIOD						EVE
11:00 PM TO 7:59 AM	NIGHT/WEEKEND RATE PERIOD OR OFF PEAK RATE PERIOD						

3.4.1 Day, Evening, and Night/Weekend times are determined by the local time of the location of the calling service point. Chargeable time for a rate period (e.g. 8AM-5PM) begins with the first stated hour (8AM) and continues to, but does not include, the second stated hour (5PM). The rate applicable at the start of chargeable time at the calling station applies to the call during the duration of the call that is applicable to that time period. If a call begins in one discount period and ends in another, the initial period discount applied is the discount in effect at the time the call is established. The charge for each additional minute of usage is the additional minute billing rate of the rate period in which the beginning of each minute occurs.

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 FLORIDA INTEREXCHANGE TARIFF
 

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## SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

## 3.4 Time of Day Rate Periods, (Cont'd.)

3.3.2 The time when connection is established is determined in accordance with the time - standard or daylight savings -legally or commonly in use at the location of the calling service point and determines whether Day, Evening, Night or Weekend rates apply. This rule applies to all intrastate direct dialed calls.

3.3.3 The Evening rate applies to the holidays listed below unless a lower rate period is in effect.

New Year's Day	**
Martin Luther King Day	*
President's Day	*
Memorial Day	*
Independence Day	**
Labor Day	*
Columbus Day	*
Veterans Day	**
Thanksgiving Day	*
Christmas Day	**

\* - Applies to Federally recognized days only.

\*\* - If the holiday falls on a Sunday, the holiday rates are applied to the following Monday. If the holiday falls on a Saturday, the holiday rates are applied to the preceding Friday.

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**SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)**

**3.5 Long Distance Services**

Provides facilities to complete InterLATA, intrastate or intraLATA, interexchange calls between two points. Customer makes call by dialing directly or with operator assistance. Direct Dialing includes 1+ Area Code (where necessary) + telephone number. For operator assistance a customer dials 0 only, 0+ telephone number or 0+ NPA+ telephone number of intraLATA calls.

**3.5.1 Long Distance Rates**

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

**3.6 Toll Free Service**

Toll Free Service provides for facilities for the Customer(s) to receive interLATA and intra(LATA) calls. The Customer will be assigned a unique Toll Free number(s) that, when dialed, will be routed via the Company's network and terminate at Customer's designated local access line(s).

**3.7 Directory Assistance**

The Company furnishes Directory Assistance Service whereby Customers may request assistance in determining telephone numbers in accordance with the rates and terms stated in Section 5.4. Service Rates.

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**SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)****3.8 Operator Services**

Provides facilities to complete local calls between two points within the State. Calls are handled automatically or with live operator assistance based on the manner in which the customer dials the call. Calls are handled on an automated basis if customer dials 0+ telephone number or 0+ NPA+ telephone number and then responds to network prompts with the necessary actions for the call to be processed. Should the customer dial 0 only or fail to respond the network prompts on a 0+ dialed call the call shall be handled by a live operator.

**A. Calling Card Charge**

This charge applies to an operator assisted or automated call placed by a Customer or Consumer where the call charges are billed to a local telephone company issued authorization code rather than to the originating or terminating telephone number. Three levels of assistance are available, depending on the extent of operator involvement in placing the call. See rate schedule below.

**B. Collect Call Charge**

This charge applies to a billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges

**C. Third Party Billing Charge**

This charge applies to a billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

**D. Sent Paid Charge**

This charge applies when the Consumer requests the operator to bill back to the number from which they are calling. The operator can only do this if the Consumer is calling from a non-restricted number.

**E. Person to Person Charge**

This charge applies to a service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department or office to be reached.

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**SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)****3.8 Operator Services, (Cont'd.)****H. Busy Line Verification and Interrupt****1. Busy Line Verification**

Busy Line Verification and Interrupt services are offered in areas where the service is available. With Busy Line Verification (BLV), the Company operator will determine if the called number or line is in use. Only one BLV will be made per telephone call and an associated charge will apply whether or not conversation was detected on the line. The operator will not complete the call for the Customer initiating the verification request.

**2. Busy Line Verification - Interrupt**

Busy Line Verification - Interrupt (BLVI) allows the Company operator to interrupt a telephone conversation in progress, upon the caller's request and after a Busy Line Verification occurs. Upon the caller's request, the Company operator will interrupt the busy line and inform the called party that there is a call waiting from the caller. The Operator will not complete the call, but will only inform the called party of the request. If the call is released the Company operator will offer to complete the call for the Customer initiating the interrupt request. An applicable service charge and applicable per minute charges will apply to the completed call. Only one BLVI attempt will be made per telephone call and a charge will apply whether or not the called party releases the line.

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**SECTION 4.0 - RATES**

**4.1 Long Distance Services**

**(A) Long Distance Rates**

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

	<b>Per Minute Rate</b>
Business	\$0.10
Residential	\$0.10
Payphone	\$0.10

**4.2 Toll Free Service**

**(A) Toll Free Rates**

Monthly minimum per 800 (toll free) number	\$5.00
Monthly charge per 800 (toll free) number	\$5.00

	<b>Per Minute</b>	<b>Minimum</b>	<b>Billing Increment</b>
Business	\$0.10	18 seconds	6 seconds
Residential	\$0.10	1 minute	1 minute

**4.3 Directory Assistance**

Directory Assistance, per call inquiry	\$0.95
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 FLORIDA INTEREXCHANGE TARIFF
 

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## SECTION 4.0 - RATES, (CONT'D.)

## 4.4 Operator Services, (Cont'd.)

## (A) Usage Charges

In addition to the Operator Service Charge based on the type of Operator Service utilized calls are subject to per minute usage charges. From Customer's Premises within the State to any point within the State.

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

	<b>Per Minute</b>
Calling Card	\$0.30
Operator Station	\$0.30
Sent Paid Coin	\$0.30

## (B) IntraLATA Operator Service Charges

**Customer Dialed Calling Card**

Automated	\$1.75
Operator Assisted	\$1.75

**Station-to-Station**

Semi-Automated	\$1.75
Operator Assisted	\$1.75

**Billed to 3<sup>rd</sup> Party**

Semi-Automated	\$1.75
Operator Assisted	\$1.75

**Sent-Paid**

Semi-Automated	\$1.75
Operator Assisted	\$1.75

**Person-to-Person Service**

Semi-Automated	\$3.25
Operator Assisted	\$3.25

**Other Services**

Line Statue Verification	\$9.95
Busy Interrupt	\$9.95

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## FLORIDA INTEREXCHANGE TARIFF

## SECTION 4.0 - RATES, (CONT'D.)

## 4.4 Operator Services, (Cont'd.)

## (C) InterLATA Operator Service Charges

**Customer Dialed Calling Card**

Automated	\$1.75
Operator Assisted	\$1.75
Operator Must Assist	\$1.75

**Collect**

Automated	\$1.75
Operator Assisted	\$1.75

**Billed to a 3<sup>rd</sup> Party**

Automated	\$1.75
Operator Assisted	\$1.75

**Sent-Paid Non-Coin**

Automated	\$1.75
Operator Assisted	\$1.75

**Sent Paid Coin**

Automated	\$1.75
Operator Assisted	\$1.75

**Person-to-Person Service**

\$3.25

**Other Services**

Line Status Verification	\$9.95
Busy Interrupt	\$9.95

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SECTION 5.0 - MISCELLANEOUS SERVICES

5.1 Late Payment Charge

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

5.2 Return Check Charge

Return check charges may be applied in an amount not to exceed that allowed under State statutes.

5.3 Non-Subscriber Service Charge

A Service charge is applicable to intrastate Operator Station, Person-to-Person or Real Time rated calls billed to all lines which are presubscribed to an interexchange carrier other than the Company, or not presubscribed to any interexchange carrier. This charge is in addition to the initial period and additional period charges applicable to calls from points throughout the United States.

The Non-Subscriber Service Charge does not apply to calling card calls, intraLATA calls, conference calls, calls to Directory Assistance, toll free or 900 telephone numbers, Ship-to-Shore service or Telecommunications Relay Service, calls originated from cellular phones; Customers with disabilities and calls billed to all lines which have discontinued presubscription to the Company but for whom an active billing record still exists in the Company's billing system.

Non-Subscriber Service Charge, per call: \$1.25

5.4 Location Fee

A fee may be imposed in addition to the rates and charges selected by the Aggregator. The combination of service charges, usage charges and Location Fee may be limited by the Company to comply with FCC rules and orders or to insure that the resulting rates and charges are just and reasonable as determined by the Company.

Location Fee, per completed call: \$1.00

5.5 Directory Assistance

The Company furnishes Directory Assistance Service whereby Customers may request assistance in determining telephone numbers.

Directory Assistance, per call inquiry \$0.95

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**SECTION 6.0 - PROMOTIONS****6.1 Promotions - General**

From time to time the Company shall, at its option, promote subscription 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 a limited duration, not to exceed 90 days, 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. All promotions will be filed with and approved by the Commission prior to their offering.

**6.2 Demonstration of Calls**

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

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