

ORIGINAL

IXC REGISTRATION FORM

050144-T1  
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Company Name CINERGY TELECOMMUNICATIONS, INC.

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Florida Secretary of State Registration No. P01000026047

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

COMMISSION  
CLERK

Company Mailing Name CINERGY TELECOMMUNICATIONS, INC.

Mailing Address 168 S.E. 1<sup>st</sup> Street, Suite 1106  
Miami, FL 33131

Web Address \_\_\_\_\_

E-mail Address arichers@c-telecom.com

Physical Address 168 S.E. 1<sup>st</sup> Street, Suite 1106  
Miami, FL 33131

Company Liaison Amadeus Richers

Title Director

Phone (305) 374-6898

Fax (305) 374-7947

E-mail address arichers@c-telecom.com

Consumer Liaison to PSC Fernando Vasconez

Title Marketing Director

Address 168 S.E. 1<sup>st</sup> Street, Suite 1106, Miami, FL 33131

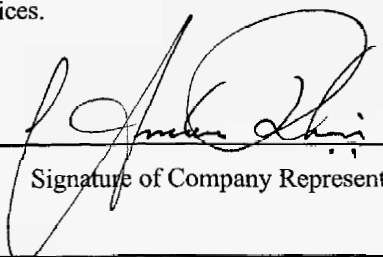
Phone (305) 374-6898

Fax (305) 374-7947

E-mail address fvasconez@c-telecom.com

*Original Tariffs forwarded to CUP.*

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

AMADEUS RICHERS

Printed/Typed Name of Representative

Date: February 22, 2005

DOCUMENT NUMBER-DATE

01876 FEB 23 05

Effective: 07/15/2003

FPSC-COMMISSION CLERK

Interexchange Tariff

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**TITLE SHEET**

FLORIDA TELECOMMUNICATIONS TARIFF

OF

**CINERGY TELECOMMUNICATIONS, INC.**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Cinergy Telecommunications, Inc., with principal offices at 168 S.E 1<sup>st</sup> Street, Suite 1106, Miami, FL 33131. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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ISSUED: February 22, 2005

By:

Amadeus Richers, Director  
168 SE 1<sup>st</sup> Street, Suite 1106  
Miami, FL 33131

EFFECTIVE: February 23, 2005

**Interexchange Tariff**

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**CHECK SHEET**

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

SHEET	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
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17	Original
18	Original
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28	Original

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**SYMBOLS SHEET**

**D** - Delete or discontinue

**I** - Change resulting in an increase to a customer's bill

**M** - Moved from another tariff location

**N** - New

**R** - Change resulting in a reduction to a customer's bill

**T** - Change in text or regulation but no change in rate or charge

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**TARIFF FORMAT**

**A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

**B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc, the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

**C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(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 sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line** - An arrangement that connects the customer's location to the Carrier's designated point of presence or network switching center.

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or End-User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. Also known as Personal Identification Number or PIN. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

**Authorized User** - A person, firm or corporation or any other entity authorized by the Customer or subscriber to communicate using the Company's services.

**Available Usage Balance** - The amount of usage remaining on a Prepaid Account at any particular point in time. Each Account or Card has an initial Account Balance or credit to be debited which is stated either in U.S. dollars or Telecom Units, depending upon the type of service. The available Balance or credit is depleted as services provided by the Company are utilized by the Customer.

**Commission** - Refers to the Florida Public Service Commission.

**Company or Carrier** - Refers to Cinergy Telecommunications, Inc. ("Cinergy") issuer of this tariff.

**Correspondent** - The person specified by the Customer to receive all communications at a designated telephone number under specific prepaid international calling arrangements set forth in this tariff.

**Customer** - The person, firm, corporation or other entity that orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff regulations.

**Customer Premises Equipment** - Terminal equipment, as defined herein, which is located on the Customer's premises.

**Depletion** - Real time reductions in the Available Usage Balance, based on usage of the Customer Prepaid Account.

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

**FPSC** – Refers to the Commission.

**Initial Usage Balance** – The amount of usage on a Prepaid Account upon issuance or activation and before any depleting call activity.

**LEC** – Local Exchange Carrier.

**Marks** – A collective term to mean such items as trademarks, service marks, trade names and logos; copyrighted words artwork, designs, pictures or images, or any other device or merchandise to which legal rights or ownership are held or reserved by any entity.

**Personal Identification Number (PIN)** – See Authorization Code.

**Prepaid Account** – An inventory of Telecom Units purchased in advance by the Customer and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Agreement or Prepaid Calling Card.

**Prepaid Account Payment** – A payment made by commercial credit card, check or draft that increases or establishes the Available Usage Balance.

**Prepaid Calling Card** – A card issued by the Company containing an Authorization Code that identifies a specific Prepaid Account of Telecom Units, that enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

**Prepaid Service Call** – A service accessed via a “1-800” or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company issued Prepaid Account.

**Renewal** – A method of replenishing a Prepaid Account’s Available Usage Balance with additional minutes of usage as authorized and paid for by the Customer.

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

**Sponsor** – A corporation or other legal entity that exclusively permits the use of its Marks to the Company for use with telephone cards (prepaid or otherwise) or other merchandise, and contracts with the Company for the marketing of the services described herein.

**Switched Access** – Where access between the Customer and the Carrier is provided on Local Exchange Carrier circuits capable of accessing the local switched network. The cost of switched feature group access is billed to the Carrier.

**Telecom Unit** – A measurement of telecommunications service equivalent to six seconds of usage between two specified points one of which is within the State of Florida.

**Terminal Equipment** – Devices, apparatus, and associated wiring, such as teleprinters, telephones or data sets used to originate calls under this tariff. Terminal Equipment may be Customer Premises Equipment or public pay-phone equipment.

**V & H Coordinates** – Geographic points that define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

**VOIP** – Acronym for “Voice Over Internet Protocol” a technology that uses the Internet to transmit communications by converting the voice signal to a digital format which travels over the Internet, then converting it back to analog voice on the receiving end.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of Cinergy**

Cinergy provides long distance interexchange telecommunications services and VOIP services to Customers for the direct transmission of voice, data and other types of telecommunications. Cinergy's services and facilities are furnished for communications originating at specified points within the state of Florida to international points under the terms of this tariff.

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

International long distance service is provided by means of VOIP under this tariff.

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

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.2 Limitations**

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 Cinergy reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the customer is using service in violation of the provisions of this tariff or in violation of the law.
- 2.2.3 The Company may discontinue service without notice at any time.
- 2.2.4 Cinergy 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.
- 2.2.5 All facilities provided under this tariff are those directly controlled by Cinergy Telecommunications, Inc., and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.6 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.7 The Company may amend this tariff at any time, and such amendments, upon approval by the Commission, shall extend to any and all then current Service agreements.

**2.3 Use**

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited. Services are international only VOIP communications and are not intended for emergency, assisted, third party billed, collect or directory assistance calls.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.4 Liabilities of the Company**

- 2.4.1 Cinergy's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission that occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2 The Company shall not be liable for 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, whether caused by the Company or by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, 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 out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff, or for any act or omission of the Customer, or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service that is not the direct result of the Company's negligence.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.5 Deposits**

The Company does not require a deposit from the Customer.

**2.6 Advance Payments**

Prepaid services may require up to three months prepayment and a subscription for a term of one year or longer. Prepaid sums will be applied against the next month's charges and a new advance payment will be collected for the following month. Prepaid subscription services are described in the section on Service Offerings.

**2.7 Taxes**

All state and local taxes (i.e., gross receipts tax, sales tax, and municipal utilities tax) are listed on as separate line items and are not included in the quoted rates. For services offered for resale, retailers and distributors must pay the applicable sales and use taxes according to law.

**2.8 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

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**Interexchange Tariff**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.9 Installation and Termination**

Service is activated upon mutual agreement between the Customer and the Company. The service agreement does not alter the rates specified in this tariff.

Prepaid Mobile Direct service is maintained on a month to month basis. Failure to prepay for any given month will suspend service on the last day of the current month or upon depletion of Available Usage Balance, whichever comes first. Customer may reactivate service within a period of one year from the initial activation, by making the necessary prepayment. After one year's suspension, Service will automatically terminate.

**2.10 Payment for Service**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer, the Correspondent or to an Authorized User of the Customer by Cinergy. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent (such as a local exchange telephone company). Terms of payment shall be according to the rules and regulations of the billing agent and subject to the rules of regulatory agencies, such as the FPSC. Any objections to billed charges must be reported to the Company or its billing agent within thirty days after receipt of bill. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such charges are appropriate.

Prepaid services include a specified amount of telecom units, which must be used within each calendar month. No refund will be given for unused portions of telecom units. However, if no units are used and the Customer cancels the account as specified herein, a full refund of the prepayment may be provided.

**2.11 Cancellation by Customer**

Customer may cancel service by providing 30 days written notice to the Company.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.12 Interconnection**

Service furnished by Cinergy may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with Cinergy's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

**2.13 Refusal or Discontinuance by Company**

Cinergy may refuse or discontinue service without notice at any time for any Reason. Discontinuance may also apply for any of the following reasons, without limitation:

- 2.13.1 For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service, data transmission or Internet use.
- 2.13.2 For the use of Service for any other purpose other than that described in the application.
- 2.13.3 For failure or refusal to provide the Company with a deposit or advance payment to insure payment of bills in accordance with the Company's regulations or failure to meet the Company's credit requirements (see Sections 2.5 and 2.6 of this Tariff for the Company's current Deposit and Advance Payment practices). Notwithstanding anything to the contrary, the Company may refuse to provide or to continue to provide service if Customer does not pay the required deposit.
- 2.13.4 For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- 2.13.5 For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.

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168 SE 1<sup>st</sup> Street, Suite 1106  
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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

- 2.13.6 For non-payment of bills for telephone service.
- 2.13.7 Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.13.8 Without notice in the event of tampering with the equipment furnished and owned by the Company.
- 2.13.9 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is disconnected for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.13.10 For failure of the Customer to make proper application for service.
- 2.13.11 For Customer's breach of the contract for service between the Company and the Customer.
- 2.13.12 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.13.13 For periods of inactivity over sixty (60) days.
- 2.13.14 For failure to make required prepayment before the expiration of the previous month in prepaid service accounts.

**2.14 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.15 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. Tests, promotions, waivers, etc. will have specific starting and ending dates. Promotions will be filed as part of this tariff and no single promotion will run longer than ninety (90) days over a twelve-month period.

**2.16 Interruption of Service**

Credit allowances for interruption of services that are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of the channels, equipment or communications systems provided by the Customer, are subject to the general limitation provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify the Company in writing 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 or is not in wiring or equipment, if any, furnished by Customer or a third party and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

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**SECTION 3 - DESCRIPTION OF SERVICE**

**3.1 General**

The Company offers a variety of international long distance services throughout the State. Services include prepaid VOIP international long distance, prepaid calling card, business long distance and resold long distance. Service is available to business and residential customers twenty-four (24) hours per day, seven (7) days per week.

**3.2 Timing of Calls**

**3.2.1 When Billing Charges Begin and End For Phone Calls**

Usage begins when the called party picks up the receiver, (i.e. when 2 way communications, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. A call is terminated when the calling or called party hangs up, whichever occurs first.

**3.2.2 Billing Increments**

Billing is made according to the type of Service, as detailed in Section 4 of this tariff.

**3.1.3 Per Call Billing Charges**

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

**3.1.4 Uncompleted Calls**

There shall be no charges for uncompleted calls.

**Interexchange Tariff****SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)****3.3 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:**

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

**3.4 Service Offerings****3.4.1 Cinergy Long Distance Service**

Cinergy Long Distance Service is offered to residential and business customers. The service permits direct dialed outbound calling at a single per minute rate. Service is provided from pre-subscribed, dedicated or shared use access lines.

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**SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)**

**3.4.2 Cinergy Prepaid Calling Card Service**

Prepaid Calling Card Services is a prepaid international long distance calling card service available to the general public. Prepaid Card Service is a non-refundable service subject to the terms and conditions contained herein. Prepaid Card Service is available in rechargeable and non-rechargeable formats.

Prepaid Card Service is offered to organizations or commercial entities for distribution to their members, patrons or customers. The marketing vehicle and expiration period is selected by the organization or commercial entity upon joint agreement with the Company. The organization or commercial entity is responsible for obtaining all necessary permits for the use of any trademark, trade name, service mark or other image on the card. The Company reserves the right to approve or reject any image and to specify the Customer information language and use of the Company's trademark, trade name, service mark or other image on the card. The organization or commercial entity may distribute the Company's prepaid cards at reduced rates or free of charge to end-users.

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**SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)**

**3.4.3 Cinergy Prepaid Card Services (Cont'd)**

**3.4.3.A General Terms and Conditions**

- .1 Calls may originate from standard residential, business or pay telephone access lines and may terminate to any intrastate, interstate or specified international location via an access number. Call timing is detailed in the description of each service. Service is available 24 hours a day, 7 days per week. The number of available cards is subject to technical limitations. Cards will be offered to customers on a first come, first serve basis.
- .2 Calls are originated by dialing an access number followed by an Authorization Code or PIN. The Authorization Code or PIN enables the Company to track and automatically decrement the Available Usage Balance on the Prepaid Card as the card is used. Customers are notified of their remaining Available Usage Balance at the beginning of each call.
- .3 Calls to 500, 700, 800/888, 900 and 976 numbers and calls requiring operator assistance and the quotation of time and charges cannot be completed using the Prepaid Card. Air to ground and high seas service may not be completed. Calls will not be completed using rotary telephone service.
- .4 All calls must be charged against a Prepaid Card that has sufficient available balance. A Customer's call may be interrupted with an announcement before the balance is about to be depleted. Calls in progress will be terminated by the Company if the Available Usage Balance is insufficient to continue the call.

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Amadeus Richers, Director  
168 SE 1<sup>st</sup> Street, Suite 1106  
Miami, FL 33131

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**SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)**

**3.4.3 Cinergy Prepaid Card Services (Cont'd)**

**3.4.3.B Discontinuance of Service**

Prepaid Card Service may also be discontinued or refused without notice at any time. Reasons for suspension include, but are not limited to, the following:

- .1 For non-payment of any amount due to the Company by the Customer, including non-payment of a Customer Card Account Renewal after a fully depleted balance.
- .2 When the Available Account Balance of a non-renewable account is depleted to a level insufficient to place a one-minute call to the location of least cost.
- .3 When the established expiration date of the Customer Account is reached.

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**SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)**

**3.4.4 Cinergy Prepaid International Mobile Direct Service**

Cinergy Prepaid International Mobile Direct Service is a non-refundable prepaid long distance international service offered to the general public. The service permits access to a specified number at an international location by dialing a local access number and a PIN. Service is provided from pre-subscribed, dedicated or shared use access lines. Calls are billed in one-minute increments.

Cinergy Prepaid International Mobile Direct Service is a subscription service. Customers must sign a 12 month contract in which they agree to prepay on a monthly basis a specified sum enabling them to use a fixed number of telecom units per month to one specific destination number.

Plan may be offered as part of a bundle that includes delivery of a mobile phone to the Customer's specified correspondent at the remote international location designated in the User Agreement. For bundles including delivery of mobile devices outside the State, Company only provides service as an intermediary but does not sell or provide activation, warranty or service for such devices, which are provided to Customer's assigned beneficiary under the terms and conditions of the foreign carrier and/or provider. The phones are not returnable, and no refund will be given for returned handsets.

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**SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)**

**3.4.4.A General Terms and Conditions**

- .1 Calls may originate from standard residential, business or pay telephone access lines and terminate to a predetermined international location via a local access number. Service is provided through the use of VOIP technology.
- .2 Upon subscribing, Customer must specify an international "correspondent," who will be the called party. The Customer will receive an Access Code or PIN that will permit connection uniquely with that called party's phone and no other. Service is not intended for emergency, 911, 900, assisted, collect or any other type of calls except direct to point calls. Customer may designate one and only one international correspondent. This predetermined party or number may not be changed.
- .3 Under special agreement, the Customer may make arrangements to provide the called party with a mobile phone that will be enabled to receive calls from the Customer, which will be billed to his prepaid account and applied against his Available Usage Balance. Upon depletion of the Available Usage Balance no further calls can be made until a new payment is made to the account. The Customer acknowledges that the handset will be provided to the designated Correspondent in the foreign country.
- .4 Prepaid International Direct Service provides an inventory of minutes that must be used up entirely during each calendar month. Any Available Usage Balance remaining at the end of each month will expire on the last minute of the last day of that month.
- .5 Payment of the scheduled monthly installment will replenish the Available Usage Balance for the account, enabling the Customer to call to the predetermined international location until the Available Usage Balance is depleted or the month ends, whichever comes first.
- .6 Service is available 24 hours a day, 7 days per week.

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**SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)**

**3.4.4.B Discontinuance of Service**

In addition to conditions set forth in this tariff and in the specific Customer Service Agreement, Prepaid International Direct Service may also be discontinued or refused without notice under the following conditions:

- .1 For non-payment of any amount due to the Company by the Customer, including non-payment of a Monthly Customer Account Prepayment.
- .2 When the Available Account Balance is depleted to a level insufficient to place a one-minute call to the location of least cost.
- .3 When the established expiration date of the Customer Account is reached.

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**SECTION 4 - RATES**

**4.1 Cinergy Long Distance Service**

Rate per minute: \$0.15.  
Plan is billed in six second increments.

**4.2 Cinergy Calling Card Service**

Rate per minute: \$0.18.  
Plan is billed in six-second increments with a 30-second minimum.

**4.3 Cinergy Prepaid International Mobile Direct Service**

This service is available only by subscription. A one-year contract is required.

Rate per minute: \$0.18  
Plan is billed in one minute increments.

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**SECTION 4 - RATES (CONT'D)**

**4.4 Payment of Calls**

**4.4.1 Late Payment Charges**

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

**4.4.2 Return Check Charges**

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

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**SECTION 4 - RATES (CONT'D)**

**4.5 Restoration of Service**

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

**4.6 Special Promotions**

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

**4.7 Exemptions and Special Rates**

**4.7.1. Discounts for Hearing Impaired Customers**

A telephone toll message that is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per-call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

4.7.1.A. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the off-peak rate during peak rate period.

4.7.1.B. The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either party is both hearing and visually impaired, the call shall be discounted at 60% of the applicable rate.

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**SECTION 5 – PROMOTIONS**

**5.1 General**

From time to time the Company shall, at its option, promote subscriptions or stimulate network usage by offering to waive some or 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 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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