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DEPARTMENT OF REVENUE SERVICES

February 24, 2005

FEDEX (850-413-6100)

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

Re: Telecom Colombia USA, Inc.

Dear Sir/Madam:

Please find enclosed an original and three (3) copies of Telecom Colombia USA, Inc.'s registration as a provider of intrastate interexchange telecommunications services within the State of Florida.

Please stamp the extra copy of this letter and return it in the prepaid, self-addressed envelope enclosed for that purpose. Should you have any questions regarding this request, please contact the undersigned.

Sincerely,

Thomas K. Crowe, Esq.
Gregory E. Kunkle, Esq.
Counsel for Telecom Colombia
USA, Inc.

Enclosures (4)

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FPSC-BUREAU OF RECORDS

05 FEB 25 AM 9:53 DOCUMENT NUMBER-DATE
REGISTRATION CENTER 2012 FEB 28
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IXC REGISTRATION FORM

Company Name Telecom Colombia USA, Inc.

Florida Secretary of State Registration No. F01000002020

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

Company Mailing Name Telecom Colombia USA, Inc.

Mailing Address Miami International Corporate Center
7925 NW 12th St., Suite 106, Miami, FL 33126

Web Address www.telecomcolombiausa.com

E-mail Address gschmitt@telecomcolombiausa.com

Physical Address Same as above.

Company Liaison Georg Schmitt

Title CEO

Phone 786-206-0445

Fax 786-513-8333

E-mail address gschmitt@telecomcolombiausa.com

Consumer Liaison to PSC Georg Schmitt

Title CEO

Address 7925 NW 12th St., Suite 106, Miami, FL 33126

Phone 786-206-0445

Fax 786-513-8333

E-mail address gschmitt@telecomcolombiausa.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

Georg Schmitt

Printed/Typed Name of Representative

16/02/2005

Date

Effective: 07/15/2003

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Telecom Colombia USA, Inc., with principal offices at Miami International Corporate Center, 7925 NW 12th Street, Suite 106, Miami, FL 33126. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED: February 25, 2005

EFFECTIVE: February 28, 2005

By:

Georg Schmitt, CEO
Miami International Corporate Center
7925 NW 12th Street, Suite 106
Miami, FL 33126

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
14	Original
15	Original
16	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 SHEETS

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, 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 sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the Sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are four levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.1.
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff with a cross reference to the current revision number. When new sheets 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 sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code -- A numerical code, one or more of which are available to a customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Called Station -- The terminating point of a call (i.e., the called number).

Company -- Telecom Colombia USA, Inc.

Commission -- The Florida Public Service Commission.

Customer -- The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Disconnect or Disconnection -- Cessation of services provided to customer.

Measured Service -- The provision of long distance measured time communications telephone service to customers who access the Company's service at its switching and call processing equipment by means of access facilities obtained from local exchange common carrier(s). Company contracted interexchange carrier is responsible for arranging the access lines.

Originating Station -- The origination point of a call.

Point of Presence -- The point of physical interconnection between the local exchange company's local network and the interexchange carrier's network ("POP").

Postpaid Service -- Presubscribed service where subscribers are billed for and remit payment subsequent to the provision of service.

Prepaid Calling Card -- A switched access service available to Customers via a Toll Free Access number or Local Access number through use of a card issued by Company containing an account number assigned to the Customer which enables the charges for calls made to be properly billed on a prepaid basis.

Subscriber -- See "Customer" definition.

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SECTION 2 - RULES AND REGULATIONS

2.1. Undertaking of the Company

2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Florida.

2.1.2. Company is a provider of interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.

2.1.3. Company resells access, switching, transport and termination services provided by interexchange carriers.

2.1.4. Customer's charges for Company's service are based on the total time customer actually uses the service. For billing purposes, the duration of each call will be rounded up in sixty (60) second increments unless otherwise specified.

2.1.5. Subject to availability, the Customer may use authorization codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.

2.1.6. The Company's services are provided on a prepaid basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.1.7. The Services of Company are furnished to purchasers of Prepaid Calling Cards. The purchase of a card makes available to the purchasing Customer Company's nationwide services, including the intrastate services offered under the terms and conditions of this tariff.

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SECTION 2 - RULES AND REGULATIONS continued

2.2. Limitations

2.2.1. Service is offered subject to availability of necessary facilities and/or equipment and subject to the provisions of this tariff. Company reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.

2.2.2. Company reserves the right to immediately disconnect service when necessitated by conditions beyond the Company's control, or when the customer is using the service in violation of either the provisions of this tariff, or in violation of the law pursuant to Section 2.3.

2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available.

2.2.4. Title to all facilities provided by company under these regulations remains in company's name.

2.2.5. 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.

2.3. Use

2.3.2. Service may be used for the transmission of communications by the customer.

2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the customer, except when the customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

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SECTION 2 - RULES AND REGULATIONS continued

2.3. Use continued

2.3.3. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the customer.

2.4. Liability of the Company

2.4.1. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omission, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company shall not be liable for any direct, indirect, consequential, special, actual or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any defects or any other cause.

2.4.2. Company shall be indemnified and held harmless by the Customer against:

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
- B. Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of the Customer; and
- C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

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SECTION 2 - RULES AND REGULATIONS continued

2.4. Liability of the Company continued

2.4.3. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's gross negligence.

2.4.4. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.

2.4.5. Company shall not be liable for, and the Customer indemnifies and holds harmless from, any and all loss claims, demands, suits, or other actions or liabilities whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the Company's negligence.

2.4.6. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of God, storms, fire, floods or other catastrophes; any law, order regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, commission, bureau, corporation or other instrumentality or any one or more of such instrumentality or any such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages or other labor difficulties, or notwithstanding anything in this tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.

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SECTION 2 - RULES AND REGULATIONS continued

2.4. Liability of the Company continued

2.4.7. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Florida law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claims or demands.

2.4.8. The Company shall not be liable for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

2.5. Interruption of Service

2.5.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment and/or communications equipment 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 Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.

2.5.2. No credit allowances will be allowed for an interruption of services for continuous duration of less than two hours

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SECTION 2 - RULES AND REGULATIONS continued

2.5. Interruption of Service continued

2.5.3. The subscriber shall be credited for an interruption of two hours or more at the rate of 1/160th for each hour over two (2) such hours of interruption up to a maximum of 6/160th multiplied by the average monthly usage bill of the Customer. If service is activated for less than one (1) month, the monthly usage amount shall be determined by extending the actual usage for the days of service to thirty (30) days.

2.6. Disconnection of Service by Carrier

The company (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:

2.6.1. Non-payment of any sum due to carrier for regulated service for more than thirty days beyond the date of rendition of the bill for such service.

2.6.2. A violation of any regulation governing the service under this tariff.

2.6.3. A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.

2.6.4. Service may be disconnected without notice for tampering with company equipment, for interfering with the service to other customers, for fraud, or in the event of a hazardous condition.

2.7. Deposits

The Company does not accept deposits.

2.8. Advance Payments

All Services are sold on a prepaid basis.

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SECTION 2 - RULES AND REGULATIONS continued

2.9. Taxes

Company reserves the right to pass through charges for all state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax).

2.10 Billing of Calls

All services are provided on a prepaid basis.

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

3.1.1 When Billing Charges Begin and End For Phone Calls

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

3.1.2 Billing Increments

The minimum call duration for billing purposes is sixty (60) seconds for a connected call and calls beyond sixty (60) seconds are billed in sixty (60) second increments.

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SECTION 3 - DESCRIPTION OF SERVICE continued

3.1.3 Per Call Billing Charges

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

3.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

3.2 Calculation of Distance (For IXCs with distance sensitive rates.)

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:

$$\begin{array}{l} \text{The square} \\ \text{root of:} \end{array} \quad \frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

3.3 Minimum Call Completion Rate

A customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 90% during peak use periods for all Feature Group D services ("1+" dialing).

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SECTION 3 - DESCRIPTION OF SERVICE continued

3.4 Service Offerings

Telecom Colombia USA Prepaid Calling Card Service

Telecom Colombia USA Prepaid Calling Card Service is a switched access service available to Customers via a Toll Free Access number or Local Access number. The Customer may purchase a Prepaid Calling Card at a variety of retail outlets or through other distribution channels. After a call has been placed to the Toll Free or Local Access number, the caller is prompted by an automated voice response system to enter his/her account number, and then to enter the terminating telephone number. The total price of each call is deducted from the prepaid amount on the Customer's Prepaid Calling Card. Should the balance on the Card approach zero, the Caller is so advised, and, if desired, the caller may enter a valid account number on a separate Prepaid Calling Card or, where applicable, may enter a valid commercial credit card number to continue the call. Service will be blocked when no funds remain on the card.

SECTION 4 - RATES

4.1. Telecom Colombia Prepaid Calling Card Service

Rate per minute - \$1.00.

Plan is billed in sixty (60) second increments.

4.2. Payment of Calls

All services are prepaid. See Section 2.10.

4.2.1 Return Check Charges

(Reserved for future use.)

4.2.2 Pay Telephone Surcharge

An additional charge of \$.70 applies to all calls originated from payphones.

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SECTION 4 - RATES continued

4.3. Toll Free Access Surcharge

A \$0.04 per minute charge is added to all calls initiated through Company's toll free access number.

4.4. Special Promotions

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

4.5. Special Rates For The Handicapped

4.5.1. Telecommunications Relay Service

(Reserved for future use.)

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