

**U. S. DIALTONE**  
CORPORATION

August 11, 1995

Florida Public Service Commission  
Division of Records and Reporting  
101 East Gaines Street  
Tallahassee, FL 32399-0870

ORIGINAL  
FILE 000

951009-TI

Dear Sir:

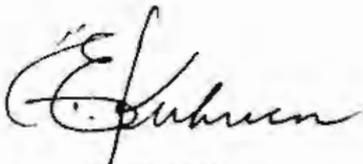
Enclosed are the original and twelve (12) copies of U.S. Dialtone L.L.C.'s Application Form for Authority To Provide Interexchange Telecommunications Service Within The State of Florida. Please date-stamp and return the extra copy of this transmittal letter as proof of filing. An envelope with the return address and the appropriate postage is attached for this purpose. Also, enclosed is a check for \$250 made payable to the Florida Public Service Commission to cover the filing fee.

U.S. Dialtone L.L.C. is in the process of obtaining its corporate charter number from the Florida Secretary of State. When received, it will be provided in response to question 8 (a) of the Application.

Any questions regarding this Application should be referred to Barbara Lowe of Visiology, Inc. who may be reached via telephone at (205) 991-7810.

Your assistance in this matter is greatly appreciated.

Yours truly,



Thomas E. Kuhnen  
President & CEO

Enclosures.

RECEIVED & FILED  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE  
08258 AUG 25 95

FPSC-RECORDS/REPORTING

**\*\* FLORIDA PUBLIC SERVICE COMMISSION**

**DIVISION OF COMMUNICATIONS**  
**BUREAU OF SERVICE EVALUATION**

101 E. Gains Street  
Fletcher Building  
Tallahassee, Florida 32399-0866

**ORIGINAL**  
**FILE COPY**

95-1009-TZ

**APPLICATION FORM**  
**for**  
**AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE**  
**WITHIN THE STATE OF FLORIDA**

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**Instructions**

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In the case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have any questions about completing the form, contact:

Florida Public Service Commission  
Division of Communications  
Bureau of Service Evaluation  
101 East Gaines Street  
Tallahassee, Florida 32399-0866  
(904) 488-1280

- E. Once completed, submit the original and twelve (12) copies of this form along with a non-refundable application fee of \$250.00 to:

Florida Public Service Commission  
Division of Administration, Room G-50  
101 East Gaines Street  
Tallahassee, Florida 32399-0850  
(904) 488-4733

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FORM PSC/CMU 31 (4/91)  
Required by Commission Rule Nos. 25-24.471,  
25-24.473 & 25-24.480(2)

DOCUMENT NUMBER-DATE

08258 AUG 25 92

FPSC-RECORDS/REPORTING

1. This is an application for (check one):

- Original Authority (New Company)
- Approval of Transfer (To another certificated company).
- Approval of Assignment of existing certificate (To a noncertificated company).
- Approval for transfer of control (To another certificated company).

2. The legal name of the applicant:

**U.S. Dialtone L.L.C.**

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

**U.S. Dialtone L.L.C.**

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

**1810 Water Place N.W., Suite 120  
Atlanta, Georgia 30339**

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

**299 Alhambra Circle, Suite 304  
Coral Gables, Florida 33134**

6. Structure of organization;

- Individual
- Foreign Corporation
- General Partnership
- Other, **Limited Liability Corporation**
- Corporation
- Foreign Partnership
- Limited Partnership

7. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.

**NA. Applicant is a limited liability corporation.**

- (a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169 FS), if applicable.

- (b) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

Fictitious name registration number: \_\_\_\_\_

- (c) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:
- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.
  - (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

8. If incorporated, Please give:

- (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate charter Number: (will be late filed)

- (b) Name and address of the company's Florida registered agent.

U.S. Dialtone L.L.C.  
299 Alhambra Circle, Suite 304  
Coral Gables, Florida 23134

- (c) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

None.

(c)

- (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

None.

9. Who will serve as liaison with the commission in regard to (please give name title, address and telephone number) :

- (a) The application;

**Barbara Lowe, Vice President, Visiology, Inc.  
4960 Mountain View Parkway  
Birmingham, AL 35244  
(205) 980-8501**

- (b) Official point of Contact for the ongoing operations of the company;

**Thomas E. Kuhnen, President & CEO  
U.S. Dialtone L.L.C.  
1810 Water Place N.W., Suite 120  
Atlanta, GA 30339  
(404) 916-1870**

- (c) Tariff;

See (a) above.

- (d) Complaints/ Inquiries from customers;

See (b) above.

10. List the states in which the applicant:

- (a) Has operated as an interexchange carrier.

**None. The Applicant is not an interexchange carrier. The Applicant is a switch-based reseller and does not own, control, operate, or manage any transmission facilities with the technological capability to provide telecommunications service within the state.**

- (b) Has applications pending to be certificated as an interexchange carrier.

**The Applicant has an application pending to be certificated to resell intrastate telecommunications services in Georgia.**

- (c) Is certificated to operate as an interexchange carrier.

**Michigan, Montana, New Jersey, Virginia, and Utah do not regulate resellers. Therefore, the Applicant is authorized to provide service in these states.**

(d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.

None.

(e) Has regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

None.

(f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

None.

11. The applicant will provide the following interexchange carrier services (Check all that apply):

\_\_\_\_\_ **MTS with distance sensitive per minute rates**  
\_\_\_\_\_ Method of access is FGA  
\_\_\_\_\_ Method of access is FGB  
\_\_\_\_\_ Method of access is FGD  
\_\_\_\_\_ Method of access is 800

\_\_\_\_\_ **MTS with route specific rates per minute**  
\_\_\_\_\_ Method of access is FGA  
\_\_\_\_\_ Method of access is FGB  
\_\_\_\_\_ Method of access is FGD  
\_\_\_\_\_ Method of access is 800

\_\_\_\_\_ **MTS with statewide flat rates per minute (i.e. not distance sensitive)**  
\_\_\_\_\_ Method of access is FGA  
\_\_\_\_\_ Method of access is FGB  
\_\_\_\_\_ Method of access is FGD  
\_\_\_\_\_ Method of access is 800

\_\_\_\_\_ **MTS for pay telephone service providers**

\_\_\_\_\_ **Block-of-time calling plan (Reach out Florida, Ring America, etc.)**

\_\_\_\_\_ **800 Service (Toll Free)**

WATS type service (Bulk or volume discount)  
 Method of access is via dedicated access  
 Method of access is via switched access

Private Line services (Channel Services)  
(For ex. 1.544 mbs., DS-3, etc)

Travel Service  
 Method of access is 950  
 Method of access is 800

900 Services

Operator Services  
 Available to presubscribed customers  
 Available to non presubscribed customers (for  
example to patrons of hotels, students in  
universities, patients in hospitals)  
 Available to inmates

Services included are:

Station assistance  
 Person to Person assistance  
 Directory assistance  
 Operator verify and interrupt  
 Conference Calling

Other: Prepaid Calling Card Service

A detailed service description is provided in  
Section 3 of the proposed tariff attached hereto  
as Attachment H.

12. What does the end user dial for each of the  
interexchange carrier services that were checked in  
services included (above).

The end user dials 1+ an 800 access number.

13. What services will the applicant offer to other  
certified telephone companies:

( ) Facilities. ( ) Operators.  
( ) Billing and Collection. ( ) Sales.  
( ) Maintenance.  
( ) Other: NONE

14. Will your marketing program:

- (Y) Pay commissions?
- (N) Offer sales franchises?
- (N) Offer multi-level sales incentives?
- (N) Offer other sales incentives?

15. Explain any of the offers checked above (To whom, what amount, type of franchise, etc.).

**Sales commission are paid to independent sales agents and to sales employees based on sales volume.**

16. Who will receive the bills for your service (Check all that apply)?

- (X) Residential customers. (X) Business customers.
- ( ) PATS providers. ( ) PATS station end-users.
- ( ) Hotels & motels. ( ) Hotel & motel guests.
- ( ) Universities. ( ) Univ. dormitory residents.
- ( ) Other: (specify) \_\_\_\_\_.

17. Please provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services, and if not, why?

Yes.

(b) Provide the name and address of the firm who will bill for your service.

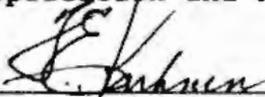
**U.S. Dialtone L.L.C.  
1810 Water Place N.W., Suite 120  
Atlanta, GA 30339**

18. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

See Attachment G.

**\*\* APPLICANT ACKNOWLEDGEMENT STATEMENT \*\***

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of one and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **LEC BYPASS RESTRICTIONS:** I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
6. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commissions' Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.
7. **ACCURACY OF APPLICATION:** By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.

Thomas E. Kuhn   
Typed name and signature of owner  
or chief officer

August 11, 1995  
Date

**ATTACHMENTS:**

- A - CERTIFICATE TRANSFER STATEMENT (Not Applicable)
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - INTRASTATE NETWORK
- D - FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES  
(Not Applicable)
- E - GLOSSARY (Not Applicable)

\*\* APPENDIX A \*\*

CERTIFICATE TRANSFER STATEMENT

NOT APPLICABLE

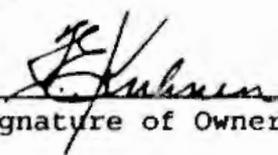
**\*\*APPENDIX B\*\***

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be responded to in one of the following ways (applicant please check one):

- (X) The applicant will not collect deposits nor will it collect payments for service more than one month in advance.
- ( ) The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month.  
(Bond must accompany application.)

**Thomas E. Kuhnen**

  
Typed name and signature of Owner or  
Chief officer

**President & CEO**

Title

**August 11, 1995**

Date

**\*\* APPENDIX C \*\***

**INTRASTATE NETWORK**

1. **POP:** Address where located, and indicate if owned or leased.

1) N/A 2)

3) 4)

2. **SWITCHES:** Address where located, by type of switch, and indicate if owned or leased.

The Applicant does not have switching facilities located in Florida. The Applicant's National Applied Computer Technology LCX 120-C switch is located at 67 Broad Street, 4th Floor, New York, New York 10004.

1) 2)

3) 4)

3. **TRANSMISSION FACILITIES:** POP-to-POP facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

1) POP-to-POP                      TYPE                      OWNERSHIP

2) N/A

4. **ORIGINATING SERVICE:** Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate (Appendix D).

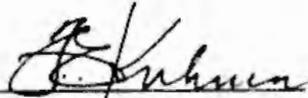
Service may be provided from any exchange in the State of Florida.

5. **TRAFFIC RESTRICTIONS:** Please explain how the applicant will comply with the EAEA requirement contained in Commission Rule 25-24.471 (4) (a) (copy enclosed).

Our understanding of Commission Rule 25-24.471 (4) (a) is that the intra-EAEA restriction has been lifted for calls placed via a 1+800 number.

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has ( ) or has not (X) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:

- a) What services have been provided and when did these services begin?
- b) If the services are not currently offered, when were they discontinued?

Thomas E. Kuhnen   
Typed name and signature of  
Owner or Chief officer

President & CEO  
Title

August 11, 1995  
Date

**\*\*APPENDIX D\*\***

**FLORIDA TELEPHONE EXCHANGES**

**AND**

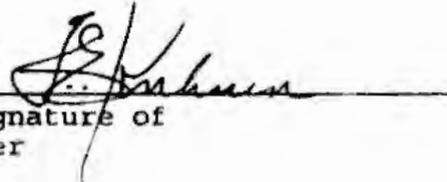
**EAS ROUTES**

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

**Thomas E. Kuhnen**

Typed Name and signature of  
Owner/Chief Officer



**President & CEO**

Title

**August 11, 1995**

Date

Service is available statewide.

## ATTACHMENT F

### DIRECTORS, OFFICERS, AND STOCKHOLDERS

U.S. Dialtone L.L.C. Officers, Directors, & Shareholders With Greater Than 2% Interest		
Name / Title	Address	Shares
Harris O. Warbington Secretary, Director	853 Chestnut Lake Dr. Marietta, GA 30342	27.3%
Thomas E. Kuhnen President, Director	3533 Knollhaven Atlanta, GA 30342	15.0%
Virginia Kuhnen	3533 Knollhaven Atlanta, GA 30342	12.3%
Arthur H. Lachicotte	P.O. Box 69 Pawleys Islands, SC 29585	10.1%
D.I. Wilson, III	P.O. Box 1382 Georgetown, SC 29442	10.1%
Linda J. Hunt	1704 Cedar Bluff Way Marietta, GA 30062	3.7%
Alfonso Jugo VP of Operations	428 Sevilla Ave. Coral Gables, FL 33134	3.7%
John L. Walsh	5206 Brook Ridge Dr. Dunwoody, GA 30338	3.7%
John McKey	American Bank Bldg. 208 E. Ocean Blvd, Suite 2A Stewart, FL 34996	2.7%
David Savula	4501 Karls Gate Dr Marietta, GA 30068	2.1%

**ATTACHMENT G**

**PROPOSED TARIFF**

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of long distance telecommunications services provided by U. S. Dialtone L.L.C. with principal offices at 1810 Water Place N.W., Suite 120, Atlanta, Georgia 30339. This Tariff applies to services furnished within the State of Florida. This Tariff is on file with the Florida Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business.

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Issued: August 11, 1995

Effective:

by:

Thomas E. Kuhnen, President & CEO  
1810 Water Place N.W., Suite 120, Atlanta, GA 30339

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**CHECK SHEET (continued)**

<b>SHEET</b>	<b>REVISION</b>
21	Original Sheet
22	Original Sheet
23	Original Sheet
24	Original Sheet
25	Original Sheet
26	Original Sheet
27	Original Sheet
28	Original Sheet
29	Original Sheet
30	Original Sheet
31	Original Sheet
32	Original Sheet
33	Original Sheet
34	Original Sheet
35	Original Sheet
36	Original Sheet
37	Original Sheet

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1810 Water Place N.W., Suite 120, Atlanta, GA 30339

**CHECK SHEET (continued)**

SHEET	REVISION
38	Original Sheet
39	Original Sheet
40	Original Sheet
41	Original Sheet
42	Original Sheet
43	Original Sheet
44	Original Sheet
45	Original Sheet
46	Original Sheet
47	Original Sheet
48	Original Sheet
49	Original Sheet
50	Original Sheet

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1810 Water Place N.W., Suite 120, Atlanta, GA 30339

### **SYMBOLS**

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

- D - Delete Or Discontinue
- I - Change Resulting In An Increase To A Customer's Bill
- M - Moved From Another Tariff Location
- N - New
- 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 sheet. 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 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.
- C. **Paragraph Numbering Sequence** - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 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 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.

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SECTION 1 - TERMS AND ABBREVIATIONS

**Applicant:** Applicant is any entity or individual who applies for service under this Tariff.

**Authorization Number:** The Authorization Number is a unique number assigned to each Prepaid Card for the purpose of accessing service.

**Cardholder:** Cardholder is the associate, member, Customer or other individual that uses the Company's Prepaid Card service.

**Company:** Company refers to U.S. Dialtone L.L.C.

**Commission:** Commission refers to the Florida Public Service Commission or any succeeding agency.

**Credit Card:** Credit Card refers to Visa®, MasterCard®, or American Express® Credit Card or other Credit Card companies as appropriate.

**Customer:** The Customer is a person or legal entity which subscribes to the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

**DUC:** DUC stands for Designated Underlying Carrier.

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SECTION I - TERMS AND ABBREVIATIONS

**Employees:** The term "Employees" refers to the active and retired employees of the Company and all subsidiaries, affiliates, and any other groups designated by the Company.

**End User:** End User is the user of the Company's Travel Card service.

**LEC:** LEC stands for "Local Exchange Carrier."

**PIN:** PIN stands for Personal Identification Number.

**Prepaid Card:** Prepaid Card service allows a Customer to purchase a predetermined amount of access to the Company's long distance services prior to the use of service. Prepaid Cards are also called debit cards.

**State:** "State" refers to the State of Florida.

**System:** The System is the proprietary technology and associated computer equipment that the Company has developed to provide Prepaid Card services to Cardholders.

**Travel Card:** A Travel Card allows End Users to bill a call to their primary service location when away from their established service location.

**Underlying Carrier:** "Underlying Carrier" refers to any interexchange carrier that provides long distance services resold by the Company pursuant to this Tariff.

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SECTION 2- RULES AND REGULATIONS

2.1 Undertaking of the Company

This Tariff contains the description, regulations, and rates applicable to intrastate telecommunications service offered by U.S. Dialtone L.L.C. with principal offices located at 1810 Water Place N.W., Suite 120, Atlanta, GA 30339. Service is furnished for communications originating and terminating at points within the State under terms of this Tariff. The Company operates as a switch-based reseller and resells the services of facilities-based carriers.

2.2 Limitations On Service

- 2.2.1 Calls that may not be completed using the Company's Prepaid Card service include directory assistance service, operator services, conference service, busy line verification service, interruption service, calls requiring time and charges, air-to-ground calls, marine/satellite calls, and calls placed via dialing a 700, 800, or 900 number.
- 2.2.2 Service is offered subject to the availability of facilities and/or equipment from the Company or the DUC, the Company's ability to fulfill the order, and the provisions of this Tariff. The Company reserves the right, without incurring liability, to refuse to provide service to or from any location where the necessary facilities and/or equipment are not available.
- 2.2.3 The Company reserves the right to discontinue service without liability, or to limit the use of service when necessitated by conditions beyond the Company's control, or when the Customer is using service in violation of the law or of the provisions of this Tariff.

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Issued: August 11, 1995

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by:

Thomas E. Kuhnen, President & CEO  
1810 Water Place N.W., Suite 120, Atlanta, GA 30339

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SECTION 2- RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.4 Conditions under which the Company may, without notice, terminate service without liability include, but are not limited to:

- (b) Customer's use of the service constitutes a violation of either the provisions of this Tariff, or of any laws, or government rules, regulations, or policies; or,
- (c) Any order or decision of a court or other governmental authority prohibits the Company from offering such service; or,
- (d) The Company deems termination necessary to protect the Company or third parties against fraud, or to otherwise protect the Company's personnel, agents, or service; or,
- (e) Customer's, Cardholder's, or End User's misuse of the DUC's network; or
- (f) Customer's, Cardholder's, or End User's use of the DUC's network for any fraudulent or unlawful purpose; or,
- (g) Emergency, threatened, or actual disruption of service to other Customers

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Issued: August 11, 1995

Effective:

by:

Thomas E. Kuhnen, President & CEO  
1810 Water Place N.W., Suite 120, Atlanta, GA 30339

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SECTION 2- RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.5 Conditions under which the Company may, with notice, terminate service without liability include, but are not limited to:

- (a) Nonpayment of any sum due for telephone service provided hereunder, where Customer's charges remain unpaid more than five (5) days following notice of nonpayment from the Company. Notice will be deemed to be effective upon mailing of written notice, postage prepaid, to Customer's last known address.

2.2.6 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes, but is not limited to:

- (a) Use of service of the Company for a message or messages, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another; or
- (b) Use of service in such a manner as to interfere unreasonably with the use of service by one or more other Customers; or
- (c) Any calls placed by means of illegal equipment, service, or device.

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Issued: August 11, 1995

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by:

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1810 Water Place N.W., Suite 120, Atlanta, GA 30339

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SECTION 2- RULES AND REGULATIONS

2.2 Limitations On Service (continued)

- 2.2.7 If the Company learns of possible fraudulent use of any of the Company's Card services, the Company will make an effort to contact the Customer, but service may be terminated or blocked without notice and without liability to the Company.
- 2.2.8 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions will remain at all time in full force and effect until modified in writing, signed by the Company and Customer.
- 2.2.9 In case of refusal to establish service, the Company will notify the Applicant in writing of the reason for such refusal.

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**SECTION 2- RULES AND REGULATIONS**

**2.3 Limitation of Liability**

The Company's liability will be limited to that expressly assumed in Paragraphs 2.3.1 through 2.3.11 of this Tariff, and that arises in connection with the provision of service to Customer.

**2.3.1 The Company will not be liable for:**

- (a) Failure or delay in the delivery of ordered Prepaid Cards.
- (b) Any act or omission of any other entity furnishing a portion of the service.
- (c) Damages caused by the fault or negligence or willful misconduct of the Customer.
- (d) Any failure to provide or maintain service under this Tariff due to circumstances beyond the Company's reasonable control.
- (e) Any direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, service provided hereunder, absent a determination of willful misconduct by the Company through judicial or administrative proceedings.

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SECTION 2- RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.1 (continued)

- (f) The abuse of any service described in Paragraph 2.2.6 by any party including, but not limited to, the Customer's employees or members of the public.
- (g) Any action, such as blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unlawful use of its service.

2.3.2 The Company will have no liability to the Customer or any third party for any claims that a Prepaid Card, or its Authorization Number, has been lost, stolen, or fraudulently used. In no event will the Company be obligated to restore any Prepaid Card account or otherwise reimburse any Cardholder for any calls charged to the Prepaid Card account which such Cardholder denies having made.

2.3.3 For Customers selecting Rate Option B, C, or D, the Company's sole liability for Prepaid Cards purchased by the Customer having Authorization Numbers which in the Company's sole judgement cannot be used to access the Company's service will be the manufacturing and shipping costs associated with replacing such Prepaid Cards. This obligation is exclusive and is in lieu of all other warranties, express or implied, including but not limited to, any warranty of merchantability or fitness for a particular purpose. In no event will the Company be liable for special or consequential damages arising from the relationship or the conduct of business contemplated herein.

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SECTION 2- RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

- 2.3.4 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from or are caused by the use of facilities or equipment of Customer or related parties, will not result in the imposition of any liability whatsoever upon the Company. In addition, all of the service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties.
- 2.3.5 With respect to service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.
- 2.3.6 The Company may rely on LECs, DUCs, or other third parties to provision a portion of the Company's service.
- 2.3.7 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.
- 2.3.8 Under no circumstances whatsoever will the Company or its officers, agents, or employees be liable for indirect, incidental, special or consequential damages.

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SECTION 2- RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.9 The Company's will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:

- (a) unavoidable interruption in the working of transmission facilities;
- (b) natural disasters such as storms, fire, flood, or other catastrophes;
- (c) 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 of any one or more of such governmental entity, or of any civil or military authority.
- (d) national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or,
- (e) notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including 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

2.3 Limitation of Liability (continued)

- 2.3.10 The Company will use its best efforts to provide competent Services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide Service to its Customers, Cardholders, or End Users; negligent or defective Services to Customers, Cardholders, or End Users; equipment, computer, network, or electrical malfunctions or any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.
- 2.3.11 In the event that the Company or the DUC learn of possible fraudulent use of any of the Company's Travel Card services, the Company will make an effort to contact the Customer, but service may be terminated or blocked without notice and without liability to the Company.

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SECTION 2- RULES AND REGULATIONS

2.4 Use of Service

- 2.4.1 The services offered herein may be used for any lawful purpose, including business, governmental, or other use. There are no restrictions on sharing or resale of services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the service in a manner that could interfere with services provided to others or that could harm the switching and/or transmission facilities of the Company, DUC, or LEC.
- 2.4.2 In addition to the other provisions in this Tariff, Customers reselling Company services will be responsible for all interaction and interface with their own subscribers or customers. The provision of the service will not create a partnership or joint venture between the Company and the Customer nor result in a joint communications service offering to the Customer's customer.

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SECTION 2- RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 The Customer will indemnify, defend, and hold the Company harmless from and against:

- (a) Any claim asserted against the Company (and all attorney fees and expenses incurred by the Company with respect thereto) arising out of or relating to the failure of the Company to provide Service to Customers, Cardholders, or End Users.
- (b) Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting (1) from Customer (or its employees's agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company services or prices, or unauthorized or illegal acts of the Customer, its employees, agents, or independent contractor or (2) from claims by third parties that any Prepaid Cards or Travel Cards, Authorization Numbers or PINs have been lost, stolen, or fraudulently issued or used; provided, however, that the Company will have no liability hereunder for special or consequential damages incurred by the Company; (3) or in the event that the Company chooses to have the Company print their Prepaid Cards, Company cannot be held liable for delays of delivery or any other problem that are directly to the third party.
- (c) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's material, data, information, or other content transmitted via service.

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SECTION 2- RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 (continued)

- (d) Violation by Customer of any other literary, intellectual, artistic, dramatic, or musical right.
- (e) Violations by Customer of the right to privacy.
- (f) Any other claims whatsoever relating to or arising from message content or the transmission thereof.
- (g) All other claims arising out of any act or omission of the Customer in connection with service provided by the Company.
- (h) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision of service, where such loss, claim, demand, suit, action, or liability is not the direct result of the Company's negligence or willful misconduct.
- (i) All lost or stolen Travel Cards, except as described in Paragraph 2.18.

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SECTION 2- RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.2 Customers selecting Rate Option B, C, or D are responsible for providing to the Company all of the necessary Cardholder account information in order for the Company to properly respond to a service request from the Cardholder.
- 2.5.3 If a Customer directly or indirectly authorizes third parties to use the service, the Customer will indemnify and hold the Company harmless against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties.
- 2.5.4 For Customers subscribing to Rate Option B, C, or D, the Customer is responsible for all costs incurred by the Company in manufacturing the Prepaid Cards. All customized designs will be subject to the Company's review and approval, in the Company's sole discretion. The Company will deliver to the Customer a prototype of a customized Prepaid Card. The Customer will advise the Company, in writing, of its approval of, or request for revisions of, such prototype prior to the Company's fulfillment of the Customer's order. Any such requested revisions to the customized design will be subject to the Company's approval.

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SECTION 2- RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.5 Upon the Customer's receipt of Company Prepaid Cards, the Customer will assume all risk of loss or misuse of such Prepaid Cards.
- 2.5.6 In addition to the other provisions in this Tariff, Customers reselling service will be responsible for securing and maintaining all necessary state certifications and tariffs and F.C.C. tariffs for operating as a reseller and for complying with the rules and regulations as set forth by the Commission. If the service is to be resold or rebilled, the Applicant must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.
- 2.5.7 The Customer is responsible for payment of all charges for services billed to Customer's Travel Card regardless of whether the Customer's facilities were fraudulently used.

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SECTION 2- RULES AND REGULATIONS

2.6 Application For Service

To obtain service other than the Company's Prepaid Card service, the Applicant must sign and complete a service order form. The Applicant must also establish credit satisfactory to the Company as provided in Paragraph 2.17.

2.7 Establishment of Credit

2.7.1 Applicant

For all services except for the Company's Prepaid Card service, the Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed Service Order Form, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

2.7.2 Customer

If the conditions of services or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

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**SECTION 2- RULES AND REGULATIONS**

**2.10 Customer Deposits**

The Company will not collect deposits.

**2.11 Customer Service**

Customer Service may be contacted in writing at 299 Alhambra Circle, Suite 304, Coral Gables, Florida 23134. Customers may also contact Customer Service by dialing a toll free number. Service representatives are available to assist with Customers inquiries 8:30 AM to 5:30 PM eastern time, Monday through Fridays, excluding holidays. After hours, calls go to an answering service. Customers will be called back the next business day.

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SECTION 2- RULES AND REGULATIONS

2.12 Timing of Calls

2.12.1 Prepaid Card Service

Timing begins following the verification that a balance exists on the Prepaid Card account. Timing ends when the calling party hangs up. If the called party hangs up and the calling party does not hang up, the Cardholder is prompted to dial a # sign which enables the Cardholder to use the sequential calling feature and place another call without re-entering the Authorization Number. If the Cardholder does not enter the # sign, timing is disconnected in fifteen (15) seconds.

2.12.2 Travel Card Service

Calls are timed and measured by the Company's switch. On all calls, chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station "hangs up". If the called station "hangs up" but the calling station does not, chargeable time ends when the connection is released by the automatic timing equipment in the network or by the operator of the DUC. There are no charges for uncompleted calls.

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SECTION 2- RULES AND REGULATIONS

2.13 Initial and Additional Period

2.13.1 Prepaid Card Service

The initial period is one (1) unit or fraction thereof. The additional period, if any, is one (1) unit or fraction thereof. For calls originating and terminating within the State, a unit is equal to one (1) minute. The Prepaid Card balance will be decremented by one unit for each minute or fractional part of minute.

2.13.2 Travel Card Service

The initial period is the first one (1) minute or fraction thereof. The additional period, if any, is each one (1) minute or fraction thereof.

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SECTION 2- RULES AND REGULATIONS

2.14 Fraud Control

2.14.1 Prior to Activation Of Authorization Number

If the Customer notifies the Company that a particular Prepaid Card has been lost or stolen prior to the activation of its Authorization Number, the Company will use its best efforts to ensure that such Authorization Number is not activated.

2.14.2 After Activation of Authorization Number

To help control fraud, the Company has implemented the several controls:

- (a) Only one call per Prepaid Card account will be processed at any given time.
- (b) If the Cardholder attempts to use a Prepaid Card for more than ten (10) calls per hour, the Authorization Number is blocked for the remainder of the day which ends at midnight.

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SECTION 2- RULES AND REGULATIONS

2.15 Taxes

2.15.1 General

In addition to the charges specifically pertaining to services, certain federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction rules and regulations.

2.15.2 Prepaid Calling Card Services

(A) Customer Subscribes To Rate Option A

The rate per unit indicated in Section 4 of this Tariff is inclusive of all surcharges, taxes, and fees.

(B) Customer Subscribes To Rate Option B or Rate Option C

The rate per unit indicated in Section 4 of this Tariff are exclusive of surcharges, taxes, and fees. The Customer is responsible for remitting surcharges, taxes, and fees to the appropriate federal, state, or local taxing authority.

2.15.3 All Other Services

All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.

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SECTION 2- RULES AND REGULATIONS

2.16 Minimum Call Completion

A Customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 98% during peak use periods.

2.17 Notice

Any notice or communication by the Company or the Customer will be in writing and will be deemed to have been duly given if delivered personally, or sent by facsimile transmission, overnight mail or registered mail, addressed to the other party.

2.18 Lost or Stolen Travel Card

The Customer is responsible for all charges including all calls placed by use of Customer's Travel Card. Upon knowledge of facts which would alert a reasonable person to the possibility that an unauthorized person is using Customer's Travel Card code, the Customer will alert and give notice to the Company of such facts. The Customer will be excused from liability only with respect to calls placed after receipt of such notice by the Company.

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SECTION 2- RULES AND REGULATIONS

2.19 Cancellation of Services Other Than Prepaid Card Service

2.19.1 By Customer

A Customer may cancel services by giving a written notice to the Company. Such notice should be addressed to the Company's Customer Service organization at the address specified in Paragraph 2.11.

2.19.2 By Company

Paragraphs 2.2.4 and 2.2.5 cover conditions which the Company may refuse or discontinue service without incurring liability. The Customer is notified in writing five (5) days prior to service termination. The termination notice is sent to the Customer in a separate mailing.

2.20 Restoration of Services

The use and restoration of services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

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SECTION 2- RULES AND REGULATIONS

2.21 Promotional Offerings

The Company may, from time-to-time, engage in special promotional service offerings designed to attract new Customers or to increase existing Customer's awareness of a particular service offering. These promotional offerings may apply only to certain service arrangements, and may be limited to certain dates, times, and/or locations.

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**SECTION 3 - DESCRIPTION OF SERVICES**

**3.1 Prepaid Card Services**

**3.1.1 General**

All Prepaid Card services are interstate offerings with the Cardholder having the option of using the Prepaid Card to place calls within the State and to more than 220 countries.

**3.1.2 Description of Service**

The Company's Prepaid Card service is a prepaid long distance service that allows Customer's to obtain a predetermined amount of access to the Company's long distance services. The card is a unit based service, meaning there is a fixed amount of units (i.e., 20, 50, 100, or some other denomination) available to the Customer who purchases a card.

Prepaid Card service is offered via "800" access numbers and is available to a Cardholder from a touchtone phone. The Cardholder dials a toll-free 800 number. The Cardholder hears recorded messages that guide the Cardholder through the System. The System validates the Cardholder's Authorization Number, determines whether time remains on the card and, if so, completes the call to the called telephone number dialed by the Cardholder. The Cardholder is verbally informed of the available balance of the Prepaid Card account.

Calls are real-time rated during call progression. The total price of each call, including applicable taxes, is calculated on the basis of units and is deducted from the available account balance associated with each Prepaid Card. The System debits the Cardholder's account balance as the Cardholders places a call. The Cardholder receives a warning tone one minute before the balance reaches zero. Calls in progress will be terminated when the balance reaches zero. The Company's Prepaid Card may be recharged as set forth in the Company's Tariff F.C.C. No. 1.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Prepaid Card Services (continued)

3.2.2 Call Originates From Touchtone Telephone

The End User may access the network from anywhere in the State by dialing a universal "800" number plus an Authorization Code and the called telephone number.

3.1.3 Non-rechargeable Prepaid Card

A non-rechargeable Prepaid Card is not reusable once the usage has been exhausted. An expiration date printed on a non-rechargeable Prepaid Card.

3.1.4 Rechargeable Prepaid Card

Each time the Cardholder attempts to use one of the Company's rechargeable Prepaid Cards, the Cardholder is given the opportunity to increase the available usage. When the value of the Prepaid Card account reaches zero, the Cardholder can add to the prepaid usage level by calling the Company's toll free customer service number. There is a maximum of one (1) recharge per day per Prepaid Card account.

To recharge a Prepaid Card using the System, the Cardholder must provide the Company with a valid Visa®, MasterCard®, or American Express® Credit Card number or other Credit Card companies as appropriate. A Prepaid Card can only be subsequently recharged utilizing the same Credit Card that was used for the initial recharge. If the Cardholder recharges the Prepaid Card via the Company's customer service, payment may be made by cash, check, money order, cashier's check, or Credit Card.

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**SECTION 3 - DESCRIPTION OF SERVICES**

**3.1 Prepaid Card Services (continued)**

**3.1.5 Features**

**(A) Instructions Available In Multiple Languages**

The Company may make available to the Cardholder different 800 access numbers for instructions in Arabic, Cantonese, Egyptian, English, French, German, Greek, Italian, Korean, Portuguese, Spanish, or other languages as appropriate.

**(B) Sequential Calling**

Sequential calling allows the Cardholder to make several calls without disconnecting from the System after the completion of each call.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Prepaid Card Services (continued)

3.1.6 Rate Options

(A) General

The Company offers three rate options. They are Rate Option A, Rate Option B, and Rate Option C. The selection of the rate option is made by the Customer.

(B) Rate Option A

Rate Option A (see Tariff sheet 44) is available to any Customer. If the Customer selects Rate Option A, the Company is responsible for all costs associated with production and distribution of the Prepaid Card and the associated fulfillment. The Company is responsible for remitting excise taxes to the appropriate federal, state, or local taxing authority.

(C) Rate Option B

Rate Option B (see Tariff sheet 45) is available to any Customer that commits to the term plan described in Paragraph 3.1.7. If the Customer selects Rate Option B, the Customer is responsible for all costs associated with production and distribution of the Prepaid Card and the associated fulfillment. The Customer is also responsible for remitting excise taxes to the appropriate federal, state, or local taxing authority.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Prepaid Card Services (continued)

3.1.6 Rate Options (continued)

(D) Rate Option C

Rate Option C (see Tariff sheet 46) is available to Customers that commit to the term plan described in Paragraph 3.1.7 and whose total international long distance usage over the past three months averages \$500 or more per month. If the Customer selects Rate Option C, the Customer is responsible for all costs associated with production and distribution of the Prepaid Card and the associated fulfillment. The Customer is also responsible for remitting excise taxes to the appropriate federal, state, or local taxing authority.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Prepaid Card Services (continued)

3.1.7 Term Plan

The term plan will be effective on the date it is made and will continue in effect for an initial term of one (1) year and for successive renewal terms of one (1) year each following the expiration of the prior term, unless either party gives written notice to the other party of its intent to terminate the term plan at least three months prior to the expiration of the initial or any renewal term.

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SECTION 3 - DESCRIPTION OF SERVICES

3.2 Travel Card Services

3.2.1 General

Travel card service(s) (see Tariff Sheet 49) allow the End User to bill a call to their primary service location when the caller is away from their established service location. Intrastate service is only available to a Customer that subscribes to the Company's comparable interstate service. The sequential calling feature is available on travel card services. Sequential calling allows the End User to make several calls without disconnecting from the Company's switch after the completion of each call.

3.2.2 Call Originates From Touchtone Telephone

The End User may access the network from anywhere in the State by dialing a universal "800" number plus a PIN and the called telephone number.

3.2.3 Call Originates From Rotary Telephone

The End User may access the network from anywhere in the State by dialing a universal "800" number. The End User will be prompted by the Company's switch to key the PIN and the called telephone number. When the switch fails to received the required digits, the call times out and is sent to the operator for assistance. The operator obtains the PIN and the called number from the End User and enters them into the computer system. The call is then routed to the Company's switch which processes the call as any other travel card call.

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SECTION 3 - DESCRIPTION OF SERVICES

3.3 Billing Increments

Length of initial period and the additional period for each service the Company offers may be found in Paragraph 2.13 of this tariff.

3.4 Minimum Call Completion Rate

Information regarding the minimum call completion rate may be found in Paragraph 2.16.

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SECTION 4 - RATES AND CHARGES

4.1 Prepaid Card Services

4.1.1 Rate Option A

(A) Minimum Unit Size

The minimum unit size is a twenty (20) unit Prepaid Card.

(B) Minimum Prepaid Cards Per Order

The minimum cards per order is one (1).

(C) Price Per Unit

The price is \$.55 per unit.

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SECTION 4 - RATES AND CHARGES

4.1 Prepaid Card Services

4.1.2 Rate Option B

(A) Minimum Unit Size

The minimum unit size is a forty (40) unit Prepaid Card.

(B) Minimum Prepaid Cards Per Order

The minimum cards per order is 200.

(C) Minimum Lot Size

The minimum lot size is twenty (20) cards per lot.

(D) Price Per Unit

The price is \$.45 per unit.

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SECTION 4 - RATES AND CHARGES

4.1 Prepaid Card Services

4.1.3 Rate Option C

(A) Minimum Unit Size

The minimum unit size is a forty (40) unit Prepaid Card.

(B) Minimum Prepaid Cards Per Order

The minimum cards per order is 200.

(C) Minimum Lot Size

The minimum lot size is twenty (20) cards per lot.

(D) Price Per Unit

The price per unit for a particular order of Prepaid Cards will be the amount corresponding in the table that follows to the aggregate number of units previously purchased by the Customer plus the number of units in the current such order. The price per unit for a specific order is not retroactively affected by subsequent orders.

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SECTION 4 - RATES AND CHARGES

4.1 Prepaid Card Services (continued)

4.1.3 Rate Option C (continued)

The price per unit is set forth below:

Number of Units Ordered Annually	Price Per Unit
200 - 43,000	\$.25
43,001 - 100,000	\$.23
100,001 - 200,000	\$.21
200,001 - 1,000,000	\$.20
Over 1,000,000	\$.18

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SECTION 4 - RATES AND CHARGES

4.1 Prepaid Card Services (continued)

4.1.4 Recharge Fees

The rechargeable Prepaid Card can be recharged for no less than \$25 per occurrence and no more than \$100 per occurrence. In addition to the amount of the recharge, a fee of 4% of the face value of the recharge will be charged to the Cardholder for recharging the Prepaid Card account. If the Cardholder recharges via Customer Service, the Cardholder will be charged an additional fee of \$2.50.

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**SECTION 4 - RATES AND CHARGES****4.2 Travel Card Services**

There are two rate elements. They include a usage charge and a surcharge. The surcharge is \$.75 per call. The usage charges are as follows:

Initial One Minute or Fraction Thereof	Each Additional One Minute or Fraction Thereof
\$ .22	\$ .22

**4.3 Returned Check Charge**

If a Customer's check is returned by the bank, the Company may charge the Customer a return check charge. The amount of the return check charge is \$15.00.

**4.4 Restoration of Service Charges**

All services are interstate services with the Customer having the option of using the service to place intrastate calls. Therefore, the Company does not charge for the restoration of intrastate service.

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