

SWIDLER
&
BERLIN
CHARTERED

December 22, 1995



VIA OVERNIGHT DELIVERY

Mr. Thomas Williams
Engineer, Telecommunications Division
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Application of American Business Alliance, Inc.

Dear Mr. Williams:

Enclosed herewith on behalf of American Business Alliance, Inc. ("ABA") are an original and thirteen (13) copies of ABA's proposed intrastate tariff, bearing an effective date of December 26, 1996. As we previously discussed, this tariff should be associated with ABA's Application for a Certificate of Public Convenience and Necessity which is under your review.

We would appreciate it if you would please date-stamp the extra copy of this filing and return it in the enclosed, self-addressed stamped envelope.

If you have any questions concerning this filing, please do not hesitate to contact us.

Very truly yours,

A handwritten signature in black ink that reads "Michael C. Wu" with a date "12/22/96" written below it.

Jean L. Kiddoo
Michael C. Wu
Counsel for
American Business Alliance, Inc.

Enclosure

cc: Mr. Douglas K. Winslow

152174

960010-TI

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. Select what type of business your company will be conducting (check all that apply):

- Facilities based carrier - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless rebiller - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.

3. Name of corporation, partnership, cooperative, joint venture or sole proprietorship:
American Business Alliance
4. Name under which the applicant will do business (fictitious name, etc.):
ABA
5. National address (including street name & number, post office box, city, state and zip code).
*225 South Church St.
 2nd Floor
 West Chester, Pa. 19380*
6. Florida address (including street name & number, post office box, city, state and zip code):
*7041 Grand National Drive
 Suite 228
 Orlando, Florida 32819*
7. Structure of organization;
- () Individual Corporation
 () Foreign Corporation () Foreign Partnership
 () General Partnership () Limited Partnership
 () Other, _____

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

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

(b) Indicate if the individual or any of the partners 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.

(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.

9. If incorporated, please give:

- (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida. State unemployment ID #48135095501

Corporate charter number: 23-2687946

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

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

Fictitious name registration number: 1482984

- (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.

(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.

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

- (a) The application;

Douglas K. Winslow
225 South Church St
West Chester, Pa. 19380
(610) 429 3000

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

SAME AS ABOVE.

(c) Tariff; SAME AS Above

(d) Complaints/Inquiries from customers;
SAME AS Above.

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

N/A

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

only Florida.

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

N/A

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

N/A

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

N/A

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

N/A

12. What services will the applicant offer to other certificated telephone companies:

- () Facilities. () Operators.
() Billing and Collection. (X) Sales.
() Maintenance.
() Other: _____

13. Do you have a marketing program? Yes

14. Will your marketing program:

- Pay commissions?
- Offer sales franchises?
- Offer multi-level sales incentives?
- Offer other sales incentives?

15. Explain any of the offers checked in question 14 (To whom, what amount, type of franchise, etc.).

We pay independent contractors a residual income AS A percentage of gross sales on \$100 bill 14.5¢ - 10% = \$14.50

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

- Residential customers.
- 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 who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?

Yes, our NAME is on the bill.

- (b) Name and address of the firm who will bill for your service.

*The First Group
459 Oakshade Road
Shamong, N.J.*

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).

19. 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

** we provide Multitocation discount aggregation service*

- 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)

- MTS type service (Bulk or volume discount)
 - Method of access is via dedicated facilities
 - Method of access is via switched facilities

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 service

- ___ **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

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

N/A

21. ___ Other:

ATTACHMENTS:

- A - CERTIFICATE TRANSFER STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - INTRASTATE NETWORK
APPLICANT ACKNOWLEDGEMENT STATEMENT
- D - FLORIDA TELEPHONE EXCHANGES and EAS ROUTES
- E - GLOSSARY

**** 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.)

UTILITY OFFICIAL:



Signature

4/26/95
Date

D

Title

Telephone No.

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

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has (X) or has not () 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?

long distance, we have filed for our application

b) If the services are not currently offered, when were they discontinued?

UTILITY OFFICIAL:



Signature

Date

Title

Telephone No.



**** APPLICANT ACKNOWLEDGEMENT STATEMENT ****

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 two 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. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's 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 AAV service.
- 6. **ACCURACY OF APPLICATION:** By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement. Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree.

UTILITY OFFICIAL:

[Handwritten Signature]
Signature

10/6/95
Date

American Business Alliance
Vice-President
Title

(717) 283-9247
Telephone No.

2/11/95

CORPORATE DETAIL RECORD SCREEN

2:23 PM

NUM: F95000005971 ST:PA ACTIVE/FOREIGN PROF FLD: 12/07/1995

FEI#: 23-2687946

NAME : AMERICAN BUSINESS ALLIANCE, INC.

PRINCIPAL: 225 SOUTH CHURCH STREET

ADDRESS 2ND FLOOR

WEST CHESTER, PA 19380

RA NAME : HIQ CORPORATE SERVICES, INC.

RA ADDR : 526 EAST PARK AVENUE, STE 200

TALLAHASSEE, FL 32301 US

ANN REP : * NONE FILED *

1. MENU, 3. OFFICERS, 7. LIST, 8. NEXT, 9. PREV

----- THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT -----
ENTER SELECTION AND <CR>: >

Alt-Z FOR HELP* VT100 * FDX * 38400 N81 * LOG CLOSED * PRT OFF * DIALOUT

2/11/95

OFFICER/DIRECTOR DETAIL SCREEN

2:23 PM

CORP NUMBER: F95000005971 CORP NAME: AMERICAN BUSINESS ALLIANCE, INC.

TITLE: P

NAME: MEANS, ROBERT

225 SOUTH CHURCH STREET

WEST CHESTER, PA

TITLE: STD

NAME: ARCH, RALPH

225 SOUTH CHURCH STREET

WEST CHESTER, PA

TITLE: V

NAME: WINSLOW, DOUGLAS K

220 DIVISION STREET

KINGSTON, PA

+ NEXT, - PREV, 1. MENU, 2. FILING, 3. TOP

7. LIST, 8. NEXT BY LIST, 9. PREV BY LIST

----- THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT -----
ENTER SELECTION AND <CR>: >

Alt-Z FOR HELP* VT100 * FDX * 38400 N81 * LOG CLOSED * PRT OFF * DIALOUT

AMERICAN BUSINESS ALLIANCE, INC.
1455-A GROVE AVENUE
WEST CHESTER, PA 19380

(610) 424-3000
PAUL

FNC BANK, NA
PHILADELPHIA, PA

2538

3/8/95

PAY TO THE ORDER OF Florida Public Services Commission

\$ 200.00

Two Hundred and 00/100

DOLLARS

Florida Public Services Commission
Fletcher Building
101 East Gaines Street
Tallahassee, FL 32399-0850

MEMO registration fee

[Handwritten Signature]
AUTHORIZED SIGNATURE

AMERICAN BUSINESS ALLIANCE, INC.
Florida Public Services Commission
6220 - Dues and Subscriptions

for certification

3/8/95

2538

200.00

Business Checking registration fee

200.00

Tommy Williams

Facsimile Cover Sheet

To: *Tom Williams*
Company: *FL Public Service Commission*
Phone: *904-413-6600*
Fax: *904-413-6587*

From: PAUL MARCONI
Company: ABA
Phone: (610)429-3000
Fax: (610)429-3686

Date: *12/4/95*
Pages including this
cover page: *3*

Comments:

Tom,
Any questions please call.
Copy of cancelled check follows.
Thanks
Paul

Facsimile Cover Sheet

To: *Tom Williams*
Company: *FL Public Service Commission*
Phone: *904-413-6600*
Fax: *904-413-6587*

From: PAUL MARCONI
Company: ABA
Phone: (610)429-3000
Fax: (610)429-3686

Date: *12/4/95*
Pages including this
cover page: *3*

Comments:

Tom,
Any questions please call.

Copy of cancelled check follows.

Thanks
Paul

PAY TO THE ORDER OF Florida Public Services Commission

\$ 450.00

FIVE HUNDRED AND NO/100 ***** DOLLARS

Florida Public Services Commission

0550

AUTHORIZED SIGNATURE *[Signature]*

TITLE SHEET

RESALE TELECOMMUNICATIONS SERVICES

This tariff applies to the Resale Interexchange Telecommunications Services furnished by American Business Alliance, Inc. ("Carrier") between one or more points in 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 Carrier's principal place of business, 220 Division Street, Kingston, Pennsylvania 18704.

Issued: December 26, 1995

Effective:

Issued by: Douglas K. Winslow, Vice President
American Business Alliance, Inc.
220 Division Street
Kingston, Pennsylvania 18704

CHECK SHEET

The sheets 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 on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	17	Original
2	Original	18	Original
3	Original	19	Original
4	Original	20	Original
5	Original	21	Original
6	Original	22	Original
7	Original	23	Original
8	Original	24	Original
9	Original	25	Original
10	Original	26	Original
11	Original	27	Original
12	Original	28	Original
13	Original	29	Original
14	Original	30	Original
15	Original		
16	Original		

Issued: December 26, 1995

Effective:

Issued by: Douglas K. Winslow, Vice President
American Business Alliance, Inc.
220 Division Street
Kingston, Pennsylvania 18704

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Issued: December 26, 1995

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220 Division Street
Kingston, Pennsylvania 18704

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

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 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 tariff page in effect.

Issued: December 26, 1995

Effective:

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220 Division Street
Kingston, Pennsylvania 18704

TARIFF FORMAT (Cont'd)

- 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 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 pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a subscriber's location to Carrier's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a subscriber, to enable Carrier to identify the origin of service user so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

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

Carrier - Refers to American Business Alliance, Inc.

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

Commission - Refers to the Florida Public Service Commission.

Customer - The person or legal entity which enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Issued: December 26, 1995

Effective:

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Kingston, Pennsylvania 18704

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

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

Subscriber - The person or legal entity which enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Travel Card - A calling card issued by Carrier which allows customers to make telephone calls and charge the calls to a debit or credit account. Calls charged to a Carrier-issued debit travel card will be charged against the debit account.

User - The person(s) utilizing Carrier's services.

Issued: December 26, 1995

Effective:

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Kingston, Pennsylvania 18704

SECTION 2. RULES AND REGULATIONS

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Carrier for telecommunications between points within the State of Florida. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.3 The subscriber is entitled to limit the use of Carrier's services by users at the subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.
- 2.1.4 Unless otherwise indicated, the rules and regulations for Carrier's resale telecommunications services are set forth in this Tariff.

Issued: December 26, 1995

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Kingston, Pennsylvania 18704

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Use of Services

- 2.2.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.5 Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.6 Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.

Issued: December 26, 1995

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220 Division Street
Kingston, Pennsylvania 18704

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier

- 2.3.1 Except as otherwise stated in this section, the liability of the Carrier for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5.
- 2.3.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5, the Carrier shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 2.3.3 The liability of the Carrier for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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Kingston, Pennsylvania 18704

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.4 The Carrier shall not be liable for any claims for loss or damages involving:

- A. Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Carrier; or (3) common carriers or warehousemen;
- B. Any delay or failure of performance or equipment due to causes beyond the Carrier's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Carrier; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- C. Any unlawful or unauthorized use of the Carrier's facilities and services;

Issued: December 26, 1995

Effective:

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220 Division Street
Kingston, Pennsylvania 18704

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

- 2.3.4 D. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Carrier- provided facilities or services; or by means of the combination of Carrier- provided facilities or services with Customer-provided facilities or services;
- E. Breach in the privacy or security of communications transmitted over the Carrier's facilities;
- F. Changes in any of the facilities, operations or procedures of the Carrier that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Carrier and is not provided to the Customer, in which event the Carrier's liability is limited as set forth in subsection 2.3.1 of this Section 2.3.
- G. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

Issued: December 26, 1995

Effective:

Issued by: Douglas K. Winslow, Vice President
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220 Division Street
Kingston, Pennsylvania 18704

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

- 2.3.4 H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Carrier's facilities;
- I. Any intentional, wrongful act of a Carrier employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- J. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- K. Any act or omission in connection with the provision of 911, E911, or similar services;
- L. Any noncompletion of calls due to network busy conditions;
- M. Any calls not actually attempted to be completed during any period that service is unavailable.

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Effective:

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220 Division Street
Kingston, Pennsylvania 18704

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.5 The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

2.3.6 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

Issued: December 26, 1995

Effective:

Issued by: Douglas K. Winslow, Vice President
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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

- 2.3.7 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- 2.3.8 Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.9 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

Issued: December 26, 1995

Effective:

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber

- 2.4.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the subscriber to users. The Subscriber is also responsible for the payment of charges for calls originated at the subscriber's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2 The Subscriber is responsible for payment of the charges set forth in this tariff.
- 2.4.3 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.4.4 The Subscriber shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3 above, arising in connection with the provision of service by Carrier, and shall protect and defend Carrier from any suits or claims against Carrier and shall pay all expenses and satisfy all judgments rendered against Carrier in connection herewith. Carrier shall notify the Subscriber of any suit or claim against Carrier of which it is aware.

Issued: December 26, 1995

Effective:

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services

2.5.1 General

- A. A service is interrupted when it becomes unusable to the Customer, *e.g.*, the Customer is unable to transmit or receive, because of a failure of a component furnished by the Carrier under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Carrier to be impaired.

Issued: December 26, 1995

Effective:

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services (Cont'd)

2.5.2. Limitations on Allowances

No credit allowance will be made for any interruption of service:

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than the Carrier, including but not limited to the Customer or other common carriers connected to the service of the Carrier;
- B. due to the failure of power, equipment, systems, or services not provided by the Carrier;
- C. due to circumstances or causes beyond the control of the Carrier;
- D. during any period in which the Carrier is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period in which the Customer continues to use the service on an impaired basis;

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Billing Arrangements

2.6.1 Carrier's debit travel cards, containing predetermined amounts of long distance calling time, will be sold as a point-of-sale transaction. At any time before the balance on a Carrier-issued debit travel card reaches zero, a User may add additional calling time to the card by charging a specified amount to the User's credit card account. The amount charged will be reflected on the User's credit card statement.

2.6.2 For non-travel card services, to the extent message telecommunications services are offered, subscribers will either be billed directly by Carrier or its intermediary, or charges will be included in the subscribers' regular telephone bills pursuant to billing and collection agreements established by Carrier or its intermediary with the applicable telephone company.

2.7 Validation of Credit

Carrier reserves the right to validate the credit worthiness of subscribers or users.

Issued: December 26, 1995

Effective:

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8 Contested Charges

All bills are presumed accurate, and shall be absolutely binding on the User unless objection is received by Carrier within thirty (30) days after such bills are rendered. In the case of a billing dispute between the user and Carrier for service furnished to the user, which cannot be settled with mutual satisfaction, the user can take the following course of action within thirty (30) days of the billing date:

2.8.1 First, the user may request, and Carrier will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)

2.8.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the user may file an appropriate complaint with the Florida Public Service Commission. The address of the Florida Public Service Commission is:

Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0870
(904) 413-6770

2.9 Billing Entity Conditions

When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

Issued: December 26, 1995

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.10 Deposits and Advance Payments

Carrier does not require deposits or advance payments from the Subscriber.

2.11 Taxes

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate line items and are not included in the quoted rates. Gross receipts tax will not be billed as a separate line item.

2.12 Minimum Call Completion Rate

Carrier will ensure an industry standard call completion rate of at least 99%.

2.13 Discounts for Hearing Impaired Customers

A telephone toll message which 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.

2.14 Promotions

The Carrier may, from time to time, make promotional offerings to enhance marketing of services. These promotional offerings will be subject to approval of the Commission and shall have specific starting and ending dates. Promotional offerings will not last for more than 90 days in any 12-month period.

Issued: December 26, 1995

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SECTION 3. RATE SCHEDULE**3.1 Description of Services**

Carrier provides interexchange telecommunications services. Carrier only provides the telecommunications services set forth in this tariff and does not provide directory or operator services.

3.2 Calculation of Usage Rates

- A. Billing for calls placed over Carrier's network is based in part on the duration of the call. Billing is in six second, eighteen second or minute increments, with a minimum call length of not less than six seconds. Calls are billed in either time-insensitive, flat rate increments, or time-sensitive peak and off-peak increments. Peak rates apply to calls placed between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding Federal Holidays. Off-peak rates apply to calls placed between 5:00 p.m. and 8:00 a.m., Monday through Friday, and all day Saturday, Sunday and Federal Holidays. Calls made under several rate plans are billed in time-sensitive day, evening or night one minute increments. Day rates apply to calls made between 8 a.m. and 4:59 p.m., Monday through Friday. Evening rates apply to calls made between 5 p.m. and 10:59 p.m., Sunday through Friday. Night rates apply to calls made between 11 p.m. and 7:59 a.m., Monday through Friday, 8:00 a.m. and 4:59 p.m. Sunday and all day Saturday.
- B. Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch. A call is terminated when either party (called or calling) hangs up. Carrier does not assess minimum monthly charges, connection fees, late payment charges, returned check fees or service restoration charges. Upon request of the Subscriber, credit will be provided for uncompleted calls/wrong numbers.

Issued: December 26, 1995

Effective:

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SECTION 3. RATE SCHEDULE

3.2 Calculation of Usage Rates (Cont'd)

- C. Carrier's services are available to Customer under five separate rate plans (*i.e.*, Rate Plans A, B, C, D, and E) for each type of service (*i.e.*, MTS, 800 and Postpaid Travel Calling Card). Rates in Rate Plans A-E are based upon the rates charged by Carrier's underlying carrier in Customer's Service Area.

3.3 Employee Concessions

Carrier does not offer concessions or discounts on telecommunications services to employees.

Issued: December 26, 1995

Effective:

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SECTION 3. RATE SCHEDULE (Cont'd)

3.4 Rate Schedules

This section sets forth the rates and charges applicable to Carrier's service offerings.

3.4.1 Message Telecommunications Services

Message Telecommunications Services ("MTS") consist of the furnishing of message telephone service between telephone stations located within the state.

Basic Service Rate Plan A

Calls made under Basic Rate Plan A are billed in time-insensitive one minute increments.

Per-minute Rate: \$0.221

Basic Service Rate Plan B

Calls made under Basic Service Rate Plan B are billed in time-sensitive one minute increments.

Peak: \$0.1791
Off-Peak: \$0.1791

Issued: December 26, 1995

Effective:

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SECTION 3. RATE SCHEDULE (Cont'd)3.4 Rate Schedules (Cont'd)3.4.1 Message Telecommunications Services (Cont'd)Basic Service Rate Plan C

Calls made under Basic Service Rate Plan C are billed in time-insensitive one minute increments.

Per-minute Rate: \$0.176

Basic Service Rate Plan D

Calls made under Basic Service Rate Plan D are billed in time-sensitive one minute increments.

Peak	\$0.180
Off Peak	\$0.164

Basic Service Rate Plan E

Calls made under Basic Service Rate Plan E are billed in time-sensitive one minute increments.

	<u>InterLATA</u>	<u>IntraLATA</u>
Day	\$0.2350	\$0.180
Eve.	\$0.2060	\$0.164
N/W	\$0.2053	\$0.164

Issued: December 26, 1995

Effective:

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SECTION 3. RATE SCHEDULE (Cont'd)

3.4 Rate Schedules (Cont'd)

3.4.2 800 Service

800 Service is an inbound-only service in which callers located within the State may place toll-free calls to a telephone in the 800 area code assigned to the Customer.

800 Service Rate Plan A

Calls made under Rate Plan A are billed in time-insensitive one minute increments.

Per-minute rate: \$0.235

800 Service Rate Plan B

Calls made under Rate Plan B are billed in time-sensitive one minute increments.

Peak: \$0.1791
Off-Peak: \$0.1791

Issued: December 26, 1995

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SECTION 3. RATE SCHEDULE (Cont'd)

3.4 Rate Schedules (Cont'd)

3.4.2 800 Service (Cont'd)

800 Service Rate Plan C

Calls made under Rate Plan C are billed in time-insensitive one minute increments.

Per-minute rate: \$0.1960

800 Service Rate Plan D

Calls made under Rate Plan D are billed in time-sensitive one minute increments.

Day: \$0.191
Evening: \$0.171
N/W: \$0.149

800 Service Rate Plan E

Calls made under Rate Plan E are billed in time-sensitive one minute increments.

Day: \$0.153
Evening: \$0.148
N/W: \$0.148

Issued: December 26, 1995

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SECTION 3. RATE SCHEDULE (Cont'd)**3.4 Rate Schedules (Cont'd)****3.4.3 Postpaid Travel Calling Card Service**

Postpaid travel calling card service is available to Customers of Carrier's long distance services. Customers will reach Carrier's network via a toll free number. A Customer who elects to use this service will pay the tariffed rates for calls charged to the card. Charges for such calls appear on the Customer's regular monthly bill.

Calling Card Rate Plan A

Calls made under Rate Plan A are billed in time-insensitive one minute increments. All calls are subject to a \$0.50 per call surcharge.

Per-minute rate: \$0.25

Calling Card Rate Plan B

Calls made under Rate Plan B are billed in time-insensitive one minute increments. Calls are not subject to a surcharge.

Per-minute rate: \$0.240

Calling Card Rate Plan C

Calls made under Rate Plan C are billed in time-insensitive one minute increments. All calls are subject to a \$0.50 per call surcharge.

Per-minute Rate: \$0.1983

Issued: December 26, 1995

Effective:

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SECTION 3. RATE SCHEDULE (Cont'd)**3.4 Rate Schedules (Cont'd)****3.4.3 Postpaid Travel Card Service (Cont'd)****Calling Card Rate Plan D**

Calls made under Rate Plan D are billed in time-sensitive one minute increments. All calls are subject to a \$0.50 per call surcharge.

Peak:	\$0.194
Off-Peak:	\$0.177

Calling Card Rate Plan E

Calls made under Rate Plan E are billed in time-sensitive one minute increments. All calls are subject to a \$0.50 per call surcharge.

	<u>InterLATA</u>	<u>IntraLATA</u>
Day	\$0.2350	\$0.180
Eve.	\$0.2060	\$0.164
N/W	\$0.2053	\$0.164

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