

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

July 3, 1996 OVERNIGHT

Tel: 407-740-8575

Florida Public Service Commission Fax: 407-740-0613 Division of Administration, Room G-50 101 East Gaines Street Tallahassee, FL 32399-0850

> Application and Tariff of Networld Initial Communications, Inc.. for Authority to Provide Interexchange Telecommunications Services within the State of Florida.

Dear Sir/Madam:

Enclosed for filing are the original and twelve (12) copies of the above-referenced application of Networld Communications, Inc.

Also enclosed is a check in the amount of \$250 to cover the filing fee.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope.

I may be reached at (407) 740-8575 with any questions, comments or correspondence regarding this application. Thank you for your assistance.

Sincerely,

Monique Byrnes Consultant to Telec, Inc.

cc: J. Lieberman, Networld

file: Networld - FL tms: FL96000

DOCUMENT NUMBER-DATE

FPSC-RECORDS/REPORTING

Application Form

for

Authority to Provide Interexchange Telecommunications Service

Between Points Within the State of Florida

To:

Florida Public Service Commission Division of Records and Reporting

101 East Gaines Street

Tallahassee, Florida 32399-0850 (904) 488-4733

This package includes the original and twelve (12) copies of the application along with a non-refundable application fee of \$250.00.

This is an application for:

(X) 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.

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.
- () Alternative Operator Service 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.
- (X) 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.
- () Call aggregator company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers associated with such aggregated telecommunications business.

 Name of corporation, partnership, cooperate, joint venture or sole proprietorship:

NETWORLD Communications, Inc. 4770 Biscayne Boulevard, Suite 880 Miami, Florida 33137

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

NETWORLD Communications, Inc.

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

NETWORLD Communications, Inc. 4770 Biscayne Boulevard, Suite 880 Miami, Florida 33137

Telephone: 305-573-1771 Facsimile: 305-573-5199

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

Same as above.

Structure of organization:

l)	Individual	(X)	Corporat	tion
()	Foreign Corporation General Partnership			Partnership Partnership

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

Not applicable.

- (a) Provide proof of compliance with the foreign partnership statute (Chapter 620.169 FS), if applicable.
- (b) Indicate if the individual or any of the partners have previously been: Not Applicable.
 - (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 the 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.

Corporate charter number: See Attachmeni I

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

Jonathan Lieberman 4770 Biscayne Boulevard, Suite 880 Miami, FL 33137

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

Fictitious name registration number: Not applicable.

- (d) 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.

No officer, director or stockholder of the company has been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime. No officer, director or stockholder of the company are involved in proceedings which may result in such action.

(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 the company, give reason why not.

No officer, director or stockholder of the company is an officer, director, partner or stockholder in any other Florida certificated telephone company.

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

Monique Byrnes Consultant to NETWORLD Communications, Inc. Technologies Management, Inc. P.O. Drawer 200 Winter Park, FL 32790-0200 Telephone: (407) 740-8575 Facsimile: (407) 740-0613

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

Jonathan Lieberman
NETWORLD Communications, Inc.
4770 Biscayne Boulevard, Suite 880
Miami, Florida 33137
Telephone: 305-573-1771
Facsimile: 305-573-5199

(c) Tariff:

Monique Byrnes
Consultant to NETWORLD Communications, Inc.
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
Telephone: (407) 740-8575
Facsimile: (407) 740-0613

(d) Complaints/Inquiries from customers:

Jonathan Lieberman
NETWORLD Communications, Inc.
4770 Biscayn Boulevard, Suite 880
Miami, Florida 33137
Telephone: 305-573-1771
Facsimile: 305-573-5199

- 11. List the states in which the applicant:
 - (a) Has operated as an interexchange carrier.

NETWORLD currently is not operating as an interexchange carrier in any state.

(b)	Has applications pending to be tificated as an interexchange carrier.
	The Company does not have any applications pending.
(c)	Is certificated to operate as an interexchange carrier.
	None.
(d)	Has been denied authority to operate as an interexchange carrier and the circumstances involved.
	None.
(e)	Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.
	None.
(£)	Has been involved in civil court proceedings with an interexchange carrier, local exchange carrier or other telecommunications entity, and the circumstances involved.
	None.
	The second secon

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

()	Facilities			()	Operators
()	Billing and	Collection		()	Sales
()	Maintenance					
(X)	Other: None	anticipated	at	this	ti	me

13. Do you have a marketing program?

Yes.

100-		
(X)	Pay commissions?	
()	Offer sales franchises?	
()	Offer multi-level sales incentives?	

() Offer other sales incentives?

ting program:

Will your mar

14

 Explain any of the offers checked in question 13 (to whom, what amount, type of franchise, etc.).

NETWORLD plans to market services through a direct and indirect sales force. The direct sales force will be NETWORLD employees paid a base salary and a commission for sales. Indirect sales will be through agents paid on a commission basis for sales.

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 resident	S
(X)	Other: (specify) Anyone	who us	ses the company's service	

- 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, NETWORLD Communications, Inc. will appear on the bill received by the Customer.

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

NETWORLD will bill customers directly.

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 II.

The applicant will provide the following in rexchange carrier 19. 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 facilities Method of access is via switched facilities Private line services (Channel Services) (For ex. 1.544 mbps, DS-3, etc.) Travel service Method of access is 950 Method of access is 800 900 service Operator Services _X_ Available to presubscribed customers Available to non presubscribed customers (for example, patrons of hotels, students universities, patients in hospitals. Available to inmates Services included are: X Station assistance X Person to person assistance X 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 that were checked in services included (above).

1 + Destination #
0 + Destination #
800/888 + Destination #

Other:

AFTICANT ACKNOWLEDGMENT STATEONT

- 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.
- GROSS RECEIPTS TAX: I understand that all telephone companies must pay a gross receipts tax of one and one-half percent, or currently applicable rates, on all intra and interstate business.
- SALES TAX: I understand that a seven percent sales tax, or other currently applicable percentage, must be paid on intra and interstate revenues.
- 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 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 interexchange telephone service.
- ACCURACY OF APPLICATION: By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.

Jona han Leberman

June 27, 1896

Pred dent

NETWORLD Communications, Inc.

APPENDICES

A - Certificate of Transfer Statement

B - Customer deposits and advance payments

C - Intrastate network

D - Florida telephone exchanges and EAS routes

E - Glossary

ATTACHMENTS:

I - Florida Secretary of State Registration

II - Proposed Tariff

FORM PSC/CMU 31 (11/91)

APPENDIX A



CERTIFICATE OF TRANSFER STATEMENT

Ι,	, current
holder of certificate number	, have
reviewed this application and	join in the petitioner's
request.	
Not Applic	able.
	Signature of owner or chief officer of the certificate holder.
	Title:

Date:

APPENDIX B



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.)

Ву

Jonathan Lieberman

President

NETWORLD Communications, Inc.

Date:

6/27/96

APPENDIX C

INTRASTATE NETWORK

1.	POP:	Addresses whe	re located	, and indic	ate if own	ad or rea	seu.
	1)	None.		2)			
	3)			4)			
2.	SWI7	CCHES: Address cate if owned	where loor leased.	ocated, by	y type of	switch	and
	1)	2300 NW 89th Miami, FL 33		2)			
		Owned					
	3)			4)			
3.	faci	NSMISSION FACI ilities (micro icate if owned	wave, fibe	er copper,			
		POP-to-POP	<u>TY</u>	/PE	OWNERSH	IIP	
	1)	None					
	2)						
	3)						

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

Statewide.

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

Not applicable for 1+ calls.

- 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 service begin?

Not applicable.

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

Not applicable.

Ву

Jonathan/Lieberman

President

NETWORLD Communications, Inc.

Date:

6/27/86

APPENDIX D



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).

Jacksonville
Gainesville
Daytona Beach
Ocala
Orlando
Cocoa
Melbourne
West Palm Beach
Miami
Pensacola
Panama City
Tallahassee
Titusville

Tampa
Clearwater
St. Petersburg
Lakeland
Winter Park
Ft. Lauderdale
Pompano Beach
Hollywood
North Dade
Sarasota
Ft. Myers
Naples

NETWORLD intends to offer service throughout the State of Florida.

Jonaffnan Kijeberman

President

NETWORLD Communications, Inc.

Date: 6/27/46

ATTACHMENT I AUTHORITY TO OPERATE IN FLORIDA

PROFIT CORPORATION ANNUAL REPORT 1996



FLORIDA DEPARIMENT OF STATE Sandra B. Mortham Secretary of State DIVISION OF CORPORATIONS

FILE

Come Dance

Chings Assess

DOCUMENT # P94000088289 (1)

NETWORLD COMMUNICATIONS, INC.

Emments frace of Histories Mahry Arkhess 1521 ALTON ROAD 1521 ALTON ROAD SHITE 100 SUITE 109 MIAMI BEACH FL 33139 MAM BEACH FL 33139 3. Date incorporated or Calabirot 30 Clair of Last House 12/06/1994 09/05/1995 2. Hercard Prace of Business 2a. Milang Address 4. FEI Namber 4770 Biscayne Blvd. Appress For 4770 Biscayne Blvd. 65-0599446 Suite Apr + etc NAME ALGORISM Suite Apt + etc. \$8.75 Additional 5. Certificate of Status Detired Suite 880 43 Suite 880 Ca, A State Fee Required City & State \$5.00 May Be Miami, Florida Miami, Plorida core different condette de mo-Anded to Fees CENTURY 24 Country 8. This corporation has aid-left for intangelier to sincle is 194 ccc. 25 33137 33137 JO USA I kwisa Statutes | | 100 400 9 Name and Address of Curren 10 Name and Address of New Registered Agent B1 Name CORPORATION SERVICE COMPANY Jonathan Lieberman 1201 HAYS STREET 4770 Biscayne Blvd. TALLAHASSEE FL 32301 83 Suite 880 Distance to the provisions of Sections 607 third and 607 third Sections the Bonda britishes the above commercial regions or tenth of the Burgarian of Changing its resistance of the state of the state of the Burgarian of Changing its resistance of the company of the state of the 33137 OFFICEHS AND DIRECTORS 13 441 DELETE 1.3 title Library LASMON LIEBERMAN JONATHAN PRIMA Address change pnly: 1521 ALTON ROAD, SUITE 109 SHART HERAFES LO STREET ADVANCES MAMI BEACH FL 33139 100 14CH SI 28 Suite 880 \$164 B [] DELTH 7 + fifts Miami, FL 33137 1) Crange T AMELON -7 2 MARK I THEY " ALT HESS. CRETMET ADDRESS. 24 off ST 2P fifte. DELETE R a feine Change [] Adjust SZNAME CHARLEST ALCOHOLS 13 STALLY ACCIDENT (10 1 . 1 HERE OF A Differ DELETE 1 1 1114 Change C Added or Aug. 125338 STREET MARKETS A F STREET ADDRESS. 41 City Strep

tent, that the information segment will the steng of vocations buildings and book soft quality for the exemption stated in Section 1 tends of these of the entire stated in the arrival experience of the interest of the original entire indication of the original entires of the original entires of the original entires or the original ent

S. A. Jahre

S. NIME

6.1.118.5

6.0 THERE

S.S.STREET ADDRESS. Secure of the

6 7 LINET LOOMES

SIGNATURE:

Pub Auto

bat: 4

APRIL STORE !

Cherrapoers:

chi is in

COLEM

() DELETE

2/2//01



94 DEC -6 PM 2: 23

ARTICLES OF INCORPORATION

TALLAHASSEE. FLORIDA

OF

NETWORLD COMMUNICATIONS. INC.

I, the undersigned subscriber of these Articles of Incorporation, a natural person, competent to contract and desiring to form a corporation under the laws of the State of Florida, hereby certify as follows:

1

The name of the proposed corporation is: NETWORLD COMMUNICATIONS, INC.

II

The corporation may engage in any activity or business permitted under the laws of the United States, and of the State of Florida.

III

The maximum number of shares of stock which the Corporation is authorized to have outstanding at any time shall be:

FIVE HUNDRED SHARES (500) AT ONE DOLLAR PAR VALUE

IV

This Corporation shall have perpetual existence beginning on the date of incorporation.

V

The principal business office of the Corporation shall be located at:

8754 S.W. Bth Street, Miami, Florida 33174

or at such other place as may later be designated by the Board of Directors, with branch offices in such other cities, towns, states, or countries as may, from time to time, be authorized by its Board of Directors.

VI

The initial registered office address of this Corporation shall be:

8754 S.W. 8th Street, Miami, Florida 33174

and, the Registered Agent at such registered address is:

RAUL BOTANA

VII

The business of this Corporation shall be conducted by a Board of Directors which shall consist of not less than one (1), and not more than nine (9) as shall from time to time be designated in the By-Laws of this Corporation, and a majority thereof shall constitute a quorum from the transaction of all business.

VIII

The name and street address of each person who is to serve as a member of the initial Board of Directors, who, subject to the provisions of these Articles of Incorporation, the By-Laws of this Corporation and the Laws of the State of Florida, shall hold office for the first year of corporate existence or until their successors are elected and are duly qualified are:

NAME

ADDRESS

EDUARDO NAROSKY

8754 S. W. 8th Street Miami, Florida 33174

IX

The name and street address of each incorporator is:

NAME

EDUARDO NAROSKY

ADDRESS

8754 S. W. 8th Street Miami, Florida 33174

X

The By-Laws of this Corporation may be created, amended, or changed by either the Stockholders or the Directors at any regular or duly scheduled special meeting.

XI

This Corporation shall have, in addition to a President, Vice President, Secretary and/or Treasurer, such other additional officers as may be created from time to time by and under the authorization of its By-Laws.

XII

All officers, agents and factors shall be chosen in such manner, hold their offices for such terms, and have such powers and duties as may be prescribed by the By-Laws or determined by the Board of Directors. Any person may hold two or more offices.

IIIX

Every person who now is or hereafter shall become a Director of this Corporation shall be indemnified by the Corporation against all costs and expenses (including attorney's fees) hereafter reasonable incurred by or imposed upon him in connection with or resulting from any action.

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE NAMING RESIDENT AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

That: NETWORLD COMMUNICATIONS, INC.

desiring to organize under the laws of the State of Florida with its principal office as indicated in the Certific of Incorporation, at City of Miami, County of Dade, State of Florida, has named:

RAUL BOTANA

Located at: 8754 S.W. 8th Street Miami, Florida 33174

as its agent to accept service of process within this State.

ACKNOWLEDGMENT BY DESIGNATED AGENT

Having been named to accept service of process for the above stated Corporation, at the place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

Hegistered Agent

STATE OF FLORIDA

SS

COUNTY OF DADE

I HEREBY CERTIFY that on the J day of December, 19 54, personally appeared before me, an authorized officer duly commissioned to administer oaths and take acknowledgements,

EDUARDO NAROSKY

to me well known and known to me to be the person(s) who executed the foregoing ARTICLES OF INCORPORATION and who acknowledged that it was signed and executed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Miami, Dade County, Florida, the day and year first above written.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My Commission Expires:



ATTACHMENT II
PROPOSED TARIFF

TITLE PAGE

FLORIDA NETWORLDOMMUNICATIONS TARIFF

OF

NETWORLD COMMUNICATIONS, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by NETWORLD Communications, Inc. with principal offices located at 14102 Farley, Redfor, Michigan 48239. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED: July 5, 1996

EFFECTIVE

ISSUED BY:

Jonathan Lieberman, President 4770 Biscayne Boulevard, Suite 880

CHECK SHEET

The Sheets of this tariff are effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original tariff.

SHEET	REVISION		SHEET	REVISION	
1	Original		31	Original	*
2	Original	*	32	Original	*
3	Original		33	Original	*
2 3 4 5	Original		34	Original	*
5	Original	• 10 2 3 5 1	35	Original	
	Original	***	36	Original	,
7	Original	*	37	Original	1
6 7 8	Original	*	38	Original	500
9	Original		39	Original	
10	Original				
11	Original				
12	Original	*			
13	Original				
14	Original	*			
15	Original	* Smith 1			
16	Original				
17	Original	*			
18	Original	* 3.75			
19	Original	1. Lucia 5. 10 1.			
20	Original				
21	Original				
22	Original				
23	Original				
24	Original				
25	Original				
26	Original				
27	Original	* 1.00			
28	Original	*			
29	Original				
30	Original				

* - Indicates new or revised sheet with this filing

ISSUED: July 5, 1996 EFFECTI

ISSUED BY: Jonathan Lieberman, President

4770 Biscayne Boulevard, Suite 880

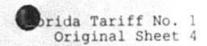
TABLE OF CONTENTS

Title Sheet	
Check Sheet	
Table of Contents	3
Symbols	5
Tariff Format	6
Section 1.0 - Technical Terms and Abbreviations	7
Section 2.0 - Rules and Regulations	10
Section 3.0 - Description of Service	24
Section 4.0 - Rates	32
Section 5.0 - Promotions	38
Section 6.0 - Contract Services	39

ISSUED: July 5, 1996 EFFECTIVE:

ISSUED BY:

Jonathan Lieberman, President 4770 Biscayne Boulevard, Suite 880 Miami, Florida 33137

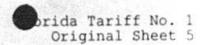


	Alphah	petical	Ta	ble	of	Co	nten	ts					
SUBJECT Abbreviation	100											PA	G
Abbreviation	18												7
Advance Pavi	ments												4
Annliashle 1	DU			1001-01		2000						4	1
Applicabilit	tv of T	ariff.										1	U
Calculation	of Dis	tance.											Э
Cancellation	a by Cu	stomer											6
Contract Sei	rvices.											3	9
Cost of Col.	lection	and F	tepa	air.								2	1
Definitions													8
Demonstration	on of C	alls.										3	8
Deposits								Jan.	10	5		1	1
Description	of Say	wice						Hè				2	4
Directory A	ceietar	CA.										3	1
Discounts fo	or Hear	ing In	ma	rec	Cu	sto	mer	9	43			3	3
Emergency C	oll Eve	mntion	ipa.	1100								3	3
Employee Con	all pre	mperor	13.					•				. 2	ĩ
Inspection,	Tostir	a and	Ad-	ingt	men	+						1	4
Interruption	of Se	rvice	nu.	Just		Hi.						. 1	3
Late Paymen	t Chare	TATCE.										3	4
Liability	t Charg						LIMES I					1	A
Limitations	- f Co.						Carlos.	• • •	•			1	a
Minimum Ser	or ser	vice.	• •				• • • •	• • •				1	6
Minimum Ser	vice Pe	riod	• • •					٠	•				2
Other Rules								• • •	•	•	•	1	1
Payment Arr	angemer	its	• •	• • • •				٠	٠.				1
Payment and	Credit	Regul	lat.	lons				• • •	٠.			7	1
Promotions. Quality and								• • •		*			D
Quality and	Grade	or ser	VIC	ce c	lite	Tec	4					2	2
Rates - Gen	eral					::			٠.				2
Refunds and	Credit	IOI S	er	VICE	· Ou	La	jes.		• •			1	2
Refusal or	Discont	inuanc	:е г	by c	Jmo.	dil	y		• •	•			0
Return Chec	k Charg	e						• • •		•			4
Rules and R	egulati	ons		::::				• • •				1	0
Service Off	erings	- Desc	cri	otic	ns.				• •			2	7
Service Off	erings	- Rate	es.						٠.		• •		2
Taxes				• • • •					٠.			1	4
Technical T	erms ar	id Abbr	ev:	iati	ons				٠.				!
Terminal Eq	uipment							• • •	٠.			2	1
Tests, Pilo	ts, Pro	motion	ial	Can	npai	gn	3		٠.			2	2
Time of Day	Period	is							٠.				2
Timing of C	alls											2	1
Toll-Free S	ervices								٠.			2	3
Undertaking	of NET	WORLD	Cor	nmur	iica	tic	ons,	In	C.			1	U
Hee of Serv	ice	VICE TO SERVE	1000									2	U

ISSUED: July 5, 1996

ISSUED BY:

Jonathan Lieberman, President 4770 Biscayne Boulevard, Suite 880 Miami, Florida 33137



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.

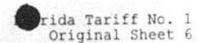
When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

ISSUED: July 5, 1996

ISSUED BY: Jonathan Lieberman, President

4770 Biscayne Boulevard, Suite 880

EFFECTIVE:



TARIFF FORMAT

- A. Sheet Numbering Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

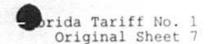
2. 2.1.1. 2.1.1.A. 2.1.1.A.1. (a). 2.1.1.A.1. (a). I. 2.1.1.A.1. (a). I. (i). 2.1.1.A.1. (a). I. (i).

D. Check Sheets - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on 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 FPSC.

ISSUED: July 5, 1996 El

ISSUED BY:

Jonathan Lieberman, President 4770 Biscayne Boulevard, Suite 880



SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Abbreviations

The following abbreviations are used herein only for the purposes indicated below:

C.O.	-	Central Office
Corp.	-	Corporation
FCC	-	Federal Communications Commission
FPSC	-	Florida Public Service Commission
IXC	-	Interexchange Carrier
LATA	-	Local Access and Transport Area
LEC	- 6	Local Exchange Carrier
MTS	-	Message NETWORLDommunications Service
PBX	-	Private Branch Exchange

ISSUED: July 5, 1996

ISSUED BY:

Jonathan Lieberman, President 4770 Biscayne Boulevard, Suite 880

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

1.2 Definitions

Access Line - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

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

Carrier or Company - DNS Communications, Inc. unless otherwise indicated by the context.

Commission - Refers to the Florida Public Service Commission.

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

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

Dedicated Access - See Special Access Origination/Termination.

FPSC - Refers to the Florida Public Service Commission.

Holiday - One of the following federally recognized holidays: New Year's Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day (December 25).

ISSUED: July 5, 1996

EFFECTIVE:

ISSUED BY:

Jonathan Lieberman, President

4770 Biscayne Boulevard, Suite 880

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

1.2 Definitions, (Cont'd.)

Special Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The LEC provides these dedicated circuits from the Customer's location to the Company's point of presence. The rates and charges for dedicated circuits are determined by the LEC and the Customer is responsible for payment of these charges to the LEC.

Subscriber - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of itself or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber may also be a Customer when the Subscriber uses services of the Company.

Switched Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits.

NETWORLD - Used throughout this tariff to refer to NETWORLD Communications, Inc. unless otherwise indicated by the text.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

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

ISSUED: July 5, 1996 EFFECTIVE:

ISSUED BY:

Jonathan Lieberman, President 4770 Biscayne Boulevard, Suite 880

SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of NETWORLD

NETWORLD is a resale common carrier providing intrastate direct dialed (1+) services to Customers within the State of Florida.

NETWORLD services and facilities are furnished for communications originating at specified points within the State of Florida under terms of this tariff.

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

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

2.2 Applicability of Tariff

This tariff is applicable to telecommunications services provided by NETWORLD within the state of Florida.

ISSUED: July 5, 1996 EFFECTIVE:

ISSUED BY:

Jonathan Lieberman, President 4770 Biscayne Boulevard, Suite 880

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

2.3 Payment and Credit Regulations

2.3.1 Payment Arrangements

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Florida PSC. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

2.3.2 Deposits

The Company does not require a deposit from the Customer.

ISSUED: July 5, 1996

EFFECTIVE:

ISSUED BY:

Jonathan Lieberman, President 4770 Biscayne Boulevard, Suite 880 Miami, Florida 33137

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

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

Advance Payments 2.3.3

For Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

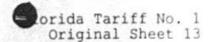
2.3.4 Taxes

Company reserves the right to bill any and all applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, and Gross Receipts Tax. Such taxes will be itemized separately on Customer invoices.

ISSUED: July 5, 1996

ISSUED BY:

Jonathan Lieberman, President 4770 Biscayne Boulevard, Suite 880



2.4 Refunds or Credits for Service Outages or Deficiencies

2.4.1 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer or to failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall asceriain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer. Interruptions caused by Customer or Company provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access. For purposes of credit computation every month shall be considered to have 30 days. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours. For message rated toll services, credits will be limited to, at maximum, the price of the initial period of individual call that was interrupted.

The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30th of the monthly charge for the services affected for each day that the interruption continues.

Credit Formula:

Credit = $A/30 \times B$

A = outage time in days

B = total monthly charge for affected service.

ISSUED: July 5, 1996 EFFECTIVE:

ISSUED BY:

2.4 Refunds or Credits for Service Outages or Deficiencies, (Cont'd.)

2.4.2 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.4.3 Liability

- (A) The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- (B) The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

ISSUED: July 5, 1996 EFFECTIVE

ISSUED BY:

Refunds or Credits for Service Outages or Deficiencies, (Cont'd.)

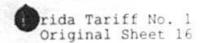
2.4.3 Liability (cont'd.)

- The Company shall not be liable for, and shall (C) be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, unfair competition, service mark, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the data, information, or content material revealed to, transmitted, processed, handled, or used by Company under this tariff, or (ii) or adapting for connecting, combining, with Customer's Company's facilities apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- (D) The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

ISSUED: July 5, 1996

EFFECTIVE:

ISSUED BY:



2.5 Minimum Service Period

The minimum service period is one month (30 days).

2.6 Cancellation by Customer

Unless otherwise specified elsewhere in this tariff or by mutually accepted contract between the Customer and the Company, service may be canceled by the Customer on not less than 30 days prior written notice to the Company.

2.7 Refusal or Discontinuance by Company

- 2.7.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. NETWORLD will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.
- 2.7.2 NETWORLD may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given 15 days notice to comply with any rule or remedy any deficiency:
 - (A) For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
 - (B) For use of telephone service for any purpose other than that described in the application.

ISSUED: July 5, 1996

EFFECTIVE

ISSUED BY:

Jonathan Lieberman, President 4770 Biscayne Boulevard, Suite 880

2.7 Refusal or Discontinuance by Company, (Cont'd.)

(cont'd.) 2.7.2

- (C) For neglect or refusal to provide reasonable access to NETWORLD or its agents for the purpose of inspection and maintenance of equipment owned by NETWORLD or its agents.
- (D) noncompliance with or violation of Commission regulation or NETWORLD's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.
- For nonpayment of bills, provided that (E) suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the customer's regular monthly bill for service.
- Without notice in the event of Customer or Authorized User use of equipment in such a (F) manner as to adversely affect NETWORLD's equipment or service to others.
- (G) Without notice in the event of tampering with the equipment or services owned by NETWORLD or its agents.

ISSUED: July 5, 1996

2.7 Refusal or Discontinuance by Company, (Cont'd.)

2.7.2 (cont'd.)

- (H) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, NETWORLD may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- (I) Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.
- (J) For periods of inactivity over sixty (60) days.

ISSUED: July 5, 1996

EFFECTIVE:

ISSUED BY:

2.8 Limitations of Service

- 2.8.1 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.8.2 NETWORLD reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of law.
- 2.8.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.8.4 NETWORLD reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

ISSUED: July 5, 1996 EFFECTIVE:

ISSUED BY: Jonathan Lieberman, President

4770 Biscayne Boulevard, Suite 880

2.9 Use of Service

Service may be used for any lawful purpose for which it is technically suited. Customers reselling or rebilling NETWORLD's Florida intrastate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

ISSUED: July 5, 1996

EFFECTIVE

ISSUED BY:

Jonathan Lieberman, President 4770 Biscayne Boulevard, Suite 880

2.10 Employee Concessions

[Reserved for Future Use]

2.11 Terminal Equipment

Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

2.12 Applicable Law

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

2.13 Cost of Collection and Repair

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

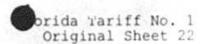
ISSUED: July 5, 1996

EFFECTIVE

ISSUED BY:

Jonathan Lieberman, President

4770 Biscayne Boulevard, Suite 880



2.14 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a Customer.

These promotions will be approved by the FPSC with specific starting and ending dates with promotions running under no circumstances longer than 90 days in any twelve month period.

2.15 Other Rules

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

ISSUED: July 5, 1996 EFF

ISSUED BY:

Jonathan Lieberman, President 4770 Biscayne Boulevard, Suite 880

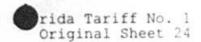
2.16 Toll-Free Services

- 2.16.1 The Company will make every effort to reserve 800/888 toll free vanity numbers for customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.16.2 The Company will participate in porting 800/888 numbers only if the account balance is zero and all charges incurred as a result of the 800 number have been paid.
- 2.16.3 800/888 numbers shared by more than one Customer, whereby individual customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the company will only honor Customer requests for a change in Resp. Org. or 800/888 service provider for 800/888 numbers dedicated to the sole use of that single Customer.
- 2.16.4 If a Customer who has received an 800 number does not subscribe to 800/888 service within ninety (90) days, the Company reserves the right to make the assigned number available for use by another Customer.

ISSUED: July 5, 1996

EFFECTIVE

ISSUED BY:



SECTION 3.0 - DESCRIPTION OF SERVICE

3.1 Quality and Grade of Service Offered

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 90% during peak use periods for Feature Group D 1+ dialing. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

ISSUED: July 5, 1996

EFFECTIVE

ISSUED BY:

3.2 Calculation of Distance

Usage charges for mileage sensitive services vary based on the type of service subscribed to by the Customer. For services utilizing switched access, mileage measurements for rate schedules are based on the distance in airline miles between rate centers associated with the originating and terminating stations. For services utilizing dedicated access, mileage measurements for rate schedules are based on the distance in airline miles between the NETWORLD network access point associated with the station utilizing Dedicated Access Origination/Termination and the rate center associated with the called/calling station.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

- Step 1: Obtain the "V" and "H" coordinates for the serving wire center or network access point serving the Customer's location and the called/calling station.
- Step 2: Obtain the difference between the "V" coordinates.
 Obtain the difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating locations of the call.

Formula:

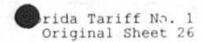
$$\sqrt{\frac{(V_1-V_2)^2+(H_1-H_2)^2}{10}}$$

ISSUED: July 5, 1996

EFFECTIVE

ISSUED BY:

Jonathan Lieberman, President 4770 Biscayne Boulevard, Suite 880



3.2 Calculation of Distance, (Cont'd.)

EXAMPLE: Distance between Miami and New York City -

A H

Miami: 8,351 529 New York: 4,997 1,406

Difference: 3,354 -877

Square and add: 11,249,316 + 769,129 = 12,018,445

Divide by 10: 12,018,445 / 10 = 1,201,844.5

Round up: 1,201,845

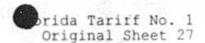
Take square root: 1,201,845 = 1,096.3

Round up: 1,097 miles

ISSUED: July 5, 1996

EFFECTIVE

ISSUED BY:



3.3 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

3.3.1 Timing for calls, other than collect nd person to person call, begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

Call timing for collect calls begins when the called party accepts responsibility for payment.

Call timing for person to person call begins when a connection is established between the caller adn the designated party, station or extension, or an acceptable alternatte so that two-way communications is possible.

- 3.3.2 Chargeable time for all calls ends when one of the parties disconnects from the call.
- 3.3.3 Call durations and minimum calling periods are provided with each specific product as described in this tariff.
- 3.3.4 There is no billing applied for incomplete calls.

ISSUED: July 5, 1996

EFFECTIVE

ISSUED BY:

3.4 Time-Of-Day Rate Periods

Unless otherwise indicated elsewhere in this tariff, all usage-based rates in Section 4.0 are subject to the following time-of-day, day-of-week, and holiday rate periods:

- 3.4.1 Day Rate Period Applies to that portion of a call occurring from 8:00 AM to, but not including, 5:00 PM Monday through Friday.
- 3.4.2 Evening Rate Period Applies to that portion of a call occurring from 5:00 PM to, but not including, 11:00 PM Sunday through Friday.
- 3.4.3 Night/Weekend Rate Period Applies to that portion of a call occurring from 11:00 PM to, but not including 8:00 AM all days, 8:00 AM to, but not including, 11:00 PM Saturday; 8:00 AM to, but not including, 5:00 PM Sunday.
- 3.4.4 Holiday Rates Apply to that portion of a call occurring on Company acknowledged Holidays. The rate is equivalent to the Evening Rate unless a lower rate would normally apply. Holiday rates apply on New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- 3.4.5 When a call is established in one rate period and ends in another rate period, the rate in effect at the calling station applies to the portion of the call occurring within that rate period. When a unit of time is split between two rate periods, the rate applicable to that unit of time is based on the rate period in which it began.

ISSUED: July 5, 1996

EFFECTIVE:

ISSUED BY:

Jonathan Lieberman, President 4770 Biscayne Boulevard, Suite 880

3.5 Service Offerings - Descriptions

3.5.1 NETWORLD Basic Service

NETWORLD Basic Service is an outbound service utilizing switched access facilities. Calls are billed in six (6) second increments with an initial calling period of six (6) seconds and is not mileage sensitive. Rates are not mileage sensivie. monthly service fee applies to all customers after the first two months of service.

3.5.2 NETWORLD Advantage Service

NETWORLD Advantage Service is an outbound service utilizing switched access facilities. Calls are billed in six (6) second increments with an initial calling period of six (6) seconds and is not mileage sensitive. Rates are not mileage sensivie. monthly service fee applies to all customers after the first two months of service.

3.5.3 NETWORLD Basic WATS

NETWORLD Basic WATS Service is an outbound service utilizing switched access facilities. Calls are billed in six (6) second increments with an initial calling period of six (6) seconds and is not mileage sensitive. Rates are not mileage sensivie. There is no monthly service fee with this service.

ISSUED: July 5, 1996

EFFECTIVE:

ISSUED BY:

Jonathan Lieberman, President 4770 Biscayne Boulevard, Suite 880

3.5 Service Offerings - Descriptions

3.5.4 NETWORLD Travel Card Service

NETWORLD Travel Card Service allows the Customer to place calls within the State of Florida while away from the home or office. The Customer must dial an "800" number and a special access code before completing the call. Calls are billed in one (1) minute increments with an initial calling period of one (1) minute.

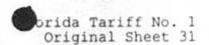
3.5.5 NETWORLD Dedicated T-1 Service

Intrastate dedicated outbound service designed for business customers. Calls are billed in six (6) second increments with a six (6) second minimum billing period. A minimum commitment of twelve months is required. Calls originate from Customer-provided dedicated access lines. Volume discounts apply based on total monthly usage. Dedicated T-1 service is provided in conjunction with a local exchange carrier/alternative exchange carrier provided dedicated T-1 access circuit. The Customer is responsible for all associated nonrecurring and monthly recurring charges associated with the dedicated T-1 access circuit.

ISSUED: July 5, 1996

EFFECTIVE:

ISSUED BY:



3.5 Service Offerings - Descriptions

3.5.6 Operator Assisted Services

The Company provides the Customer operator assisted services on a per call service charge basis. In addition to the per call service charge, mileagesensitive usage rates apply. The company's operator services are accessible on a twenty-four (24) hour per day seven (7) days per week basis.

The use of the Company's operator services allows the Customer to select from the special call handling or billing arrangements specified within. Call rates and applicable service charges will be assessed to the call originator, the called party's telephone number based on the call type (i.e. operator dialed, collect, third party billed, credit card billed or customer dialed credit card billed without the use of an operator's assistance) initiated by the call originator and the appropriate acknowledgement of other parties, where applicable.

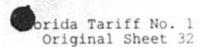
3.5.7 Directory Assistance

A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

ISSUED: July 5, 1996

EFFECTIVE

ISSUED BY:



SECTION 4.0 - RATES

4.1 General

Each Customer is charged individually for each call placed through the Company. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration.

ISSUED: July 5, 1996

EFFECTIVE

ISSUED BY:

Jonathan Lieberman, President 4770 Biscayne Boulevard, Suite 880

4.2 Exemptions and Special Rates

Discounts for Hearing Impaired Customers 4.2.1

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

- The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.
- (B) The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted at 60% of the applicable rate.

4.2.2 Emergency Call Exemptions

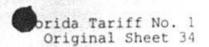
The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. NETWORLD Communications, Inc. will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

ISSUED: July 5, 1996

EFFECTIVE:

ISSUED BY:

Jonathan Lieberman, President 4770 Biscayne Boulevard, Suite 880



4.3 Late Payment Charge

A late fee of 1.0% per month will be charged on any past due balance.

4.4 Return Check Charge

A return check charge of \$25.00 or 5% of the balance due (whichever is greater) will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Florida law and FPSC regulations.

ISSUED: July 5, 1996

EFFECTIVE

ISSUED BY:

4.6 Service Offerings - Rates

4.6.1 NETWORLD Basic Service

	PER MINUTE RATE			
	DAY	EVENING	NIGHT/WEEKEND	
All mileage bands Initial and additional	\$.185	\$.155	\$.125	
billing increments	9.105	4.155	7.125	
Monthly Recurring Charge	: \$10	0.00		

4.6.2 NETWORLD Advantage Service

	DAY	PER MINUTE RAT	TE NIGHT/WEEKEND
All mileage bands Initial and additional billing increments	\$.16		\$.125
Monthly Recurring Charge	:	\$20.00	

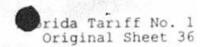
4.6.3 NETWORLD Basie WATS Service

	PER MINUTE RATE		
	DAY	EVENING	NIGHT/WEEKEND
All mileage bands Initial and additional			
billing increments	\$.16	\$.135	\$.125

ISSUED: July 5, 1996 EFFECTIVE:

ISSUED BY:

Jonathan Lieberman, President 4770 Biscayne Boulevard, Suite 880



4.6 Service Offerings - Rates

4.6.4 NETWORLD Travel Card

	1st Minute	Add'l Mnute
mileage bands times of day:	\$.50	\$.30

4.6.5 NETWORLD Dedicated T-1 Service

	PER MINUTE RATE		
	DAY	EVENING	NIGHT/WEEKEND
All mileage bands	J. Children		
Initial and additional			
billing increments	\$.125	\$.105	\$.095

Volume Discounts - based on total monthly usage

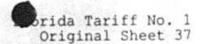
Total Monthly Billing	Discount Percentage
0.00 - \$4,999.99	9.0
\$5,000 - \$9,999.99	5%
\$10,000 - \$24,999.99	8 %
Over \$25,000	12%

ISSUED: July 5, 1996

EFFECTIVE:

ISSUED BY:

Jonathan Lieberman, President 4770 Biscayne Boulevard, Suite 880



4.6 Service Offerings - Rates

DAY		EVI	ENING	NIC	GHT/WEEKEND	i i i
	1st	Add'1	1st	Add'1	1st	Add'1
Mileage	Min.	Min.	Min.	Min.	Min.	Min.
1-10	.1900	.0900	.1425	.0675	.0950	.0450
11-22	.2600	.1600	.1950	.1200	.1350	.0800
23-55	.2700	.2180	.1954	.1635	.1550	.1140
56-124	.2700	.2200	.2025	.1650	.1585	.1185
125-292	.2700	.2275	.2025	.1684	.1610	.1235
293-430	.2700	.2300	.2025	.1720	.1635	.1235
431-624	.2700	.2350	.2025	.1760	.1660	.1285

Per Call Surcharges:
Operator Station \$1.00
Person to Person \$2.50
Operator Dialed Surcharge \$.75

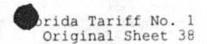
4.7 Director Assistance

Per Call Rate: \$.6

ISSUED: July 5, 1996 EFFECTIVE:

ISSUED BY: Jonathan Lieberman, President

4770 Biscayne Boulevard, Suite 880



SECTION 5 - PROMOTIONS

5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area.

5.2 Demonstration of Calls

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

ISSUED: July 5, 1996 EFFECTIVE:

ISSUED BY:

Jonathan Lieberman, President 4770 Biscayne Boulevard, Suite 880

SECTION 6 - CONTRACT SERVICES

6.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

ISSUED: July 5, 1996 EFFECTIVE

ISSUED BY:

Jonathan Lieberman, President 4770 Biscayne Boulevard, Suite 880

ATTACHMENT III
FINANCIAL STATEMENTS

NETWORLD COMMUNICATIONS, INC. BALANCE SHEET MAY 31, 1996

Cash	\$97,390
Accounts receivable, net	674,695
Current assets	772,085
Property and equipment, net	118,608
Other assets:	
Deposits	125,338
Net amounts due fron: (to) affiliates for plant and start up costs	(194,938)
Other	9,630
	(59,970)
	\$830,723
Accounts payable	\$470,939
Capital lease obligations	5,256
Total liabilities	476,195
Equity:	
Retained earnings, 12/31/95	108,242
Current year net income	246,286
	354,528
	\$830,723

We hereby certify that these unaudited financial statements are an accurate representation of the accounts of the Company.

Jonathan Lieberman, President

Marcus Shiveley OF

NETWORLD COMMUNICATIONS, INC. STATEMENT OF OPERATIONS FIVE MONTHS ENDED MAY 31, 1996

Net service revenues		\$2,441,855
Costs of Service		1,288,952
Gross Service Margin	=	1,152,903
Operating Expenses: Sales and marketing General and administrative		622,733 283,884 906,617
Income before taxes		\$246,286

We hereby certify that these unaudited financial statements are an accurate representation of the accounts of the Company.

Jonathan Lieberman, President

Marcus Shiveley, CEO

ATTACHMENT IV
MANAGEMENT PROFILES

NETWORLD COMMUNICATIONS

MANAGEMENT PROFILES

Jonathan A. Lieberman, President

Mr. Lieberman is responsible for the business direction and overall management of Networld Communications, an international telecommunications company. Specific responsibilities include oversight of all operational facets of the Company including all financial, legal, technology, billing and customer service functions. Mr. Lieberman moved to Networld Communications after working as President and Chief Executive Officer for Entra Communications, a company he co-founded (1993-1995). In that capacity he was responsible for sales and marketing, financial and operational. He was also responsible for investor relations and legal matters, including the negotiation of carrier and agent contracts. Prior to Entra Communications, Mr. Lieberman led the marketing efforts of Swerdlow Link Partners developing new distribution channels for the import/export of Latin American products in the United States (1992-1993).

Mr. Lieberman is a graduate of the University of Miami School of Law and holds a BS from the University of Florida. He began his employment career in private practice as an attorney. Representing clients involved in start-up and emerging growth businesses, Mr. Lieberman gained experience in all phases of corporate acquisitions, sales and merges, stock and asset transactions and business development efforts.

Neil J. Scranton, Engineer

Mr. Scranton joined Networld Communications, Inc. in 1995 as the Company's lead systems developer and programmer. In this capacity, Mr. Scranton is responsible for the development and implementation of new switching technology and call processing systems. He has held a number of engineering positions in the telecommunications industry, including most recently with Digital Communications Services, Inc. (New Jersey). Prior to his tenure with DCS, Mr. Scranton was lead telecommunications engineer with American Communications and Consulting (Pennsylvania). There he was responsible for the customer software development of applications for several services including long distance, calling card/debit card and ISDN. Mr. Scranton is a 1976 graduate of La Salle College where he obtained a BA.



210 N. Park Ave. P.O. Drawer 200

Winter Park, FL 32790-0200

July 3, 1996 OVERNIGET

Tel: 407-740-8575

Fax: 407-740-0613

Florida Public Service Commission Division of Administration, Room G-50 101 East Gaines Street Tallahassee, FL 32399-0850

960804-71

RE: Initial Application and Tariff of Networld Communications, Inc.. for Authority to Provide Interexchange Telecommunications Services within the State of Florida.

Dear Sir/Madam:

Enclosed for filing are the original and twelve (12) copies of the above-referenced application of Networld Communications, Inc.

Also enclosed is a check in the amount of \$250 to cover the filing fee.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope.

I may be reached at (407) 740-8575 with any questions, comments or correspondence regarding this application. Thank

NETWORLD COMMUNICATIONS, INC. 4770 BISCAYNE BOULEVARD SUTTE \$60 MIAMI, FL 33137 MIAMI BEACH, FL 33139 63-396/670 577

577

Jun 27, 1996

CHECK NO.

DATE

AMOUNT

*****\$250.00

Two Hundred Fifty and 0/100 Dollars

FLORIDA PUBLIC SERVICE COMM, 2540 SHUMARD OAK BLVD. TALLAHASSE, FL 32399-0850 US

DOCUMENT HIN DE 1-DATE

A STATE SIGNATURE

FOR CRECKED SCHARTURE

PAY TO THE DROER OF