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October 18, 1996

961261-T1

VIA FEDERAL EXPRESS

Blanca S. Bayo, Director, Division of Records & Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Re: American Business Alliance, Inc.  
Docket No. 960010-T1, Certificate No. 4683, Issued 5/7/96

Dear Ms. Bayo:

On behalf of American Business Alliance, Inc. ("ABA"), this letter is to advise the Commission that ABA has registered an additional trade name, "Commercial Phone Group," for use in marketing its telecommunications services to potential commercial customers. A copy of ABA's registration of the new Commercial Phone Group trade name in Florida is attached hereto. Please note that all customers to whom ABA markets service under this new trade name and who subscribe to the service will receive bills under the Commercial Phone Group name in order to avoid any customer confusion.

Also enclosed for filing is a revised tariff which reflects the adoption by ABA of the referenced trade name. The only change being made to the tariff is the addition of the new trade name on each tariff sheet. Accordingly, the following revised pages are attached hereto, with the issued date indicated:

<u>Tariff No.</u>	<u>Revision No.</u>
	1st Revised Title Sheet
	1st Revised Sheet 1
ACK _____	2nd Revised Sheets 2-4
AFA _____	1st Revised Sheets 5-31
AFP _____	2nd Revised Sheet 32
	1st Revised Sheets 33-35

ACK \_\_\_\_\_  
AFA \_\_\_\_\_  
AFP \_\_\_\_\_  
CAP \_\_\_\_\_  
CMT \_\_\_\_\_  
COT \_\_\_\_\_  
E \_\_\_\_\_  
EPG \_\_\_\_\_  
F \_\_\_\_\_  
G \_\_\_\_\_  
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J \_\_\_\_\_  
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O \_\_\_\_\_  
P \_\_\_\_\_  
Q \_\_\_\_\_  
R \_\_\_\_\_  
S \_\_\_\_\_  
T \_\_\_\_\_  
U \_\_\_\_\_  
V \_\_\_\_\_  
W \_\_\_\_\_  
X \_\_\_\_\_  
Y \_\_\_\_\_  
Z \_\_\_\_\_  
C \_\_\_\_\_

Blanco S. Bayo, Director, Division of Records & Reporting  
Florida Public Service Commission  
October 18, 1996  
Page 2

Should you have any questions concerning this matter, please do not hesitate to contact the undersigned. Please date stamp the enclosed extra copy of this filing and return it in the envelope provided.

Very truly yours,

  
Jean L. Kiddoo  
Jean Gibbons

Counsel for  
American Business Alliance, Inc.  
d/b/a Commercial Phone Group

Enclosures

cc: Mr. Douglas K. Winslow



FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

September 6, 1996

COMMERICAL PHONE GROUP, INC.  
220 DIVISION STREET  
KINGSTON, PA 18704

Subject: **COMMERICAL PHONE GROUP, INC.**

REGISTRATION NUMBER: **G96250900050**

This will acknowledge the filing of the above fictitious name registration which was registered on September 6, 1996. This registration gives no rights to ownership of the name.

Each fictitious name registration must be renewed every five years between July 1 and December 31 of the expiration year to maintain registration. Three months prior to the expiration date a statement of renewal will be mailed.

**IT IS THE RESPONSIBILITY OF THE BUSINESS TO NOTIFY THIS OFFICE IN WRITING IF THEIR MAILING ADDRESS CHANGES.** Whenever corresponding please provide assigned Registration Number.

Enclosed is your certificate(s) as requested.

Should you have any questions regarding this matter you may contact our office at (904) 488-9000.

Reinstatement Section  
Division of Corporations

Letter No. 696A00041774

# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Application For Registration of Fictitious Name of COMMERICAL PHONE GROUP, INC., registered with the Department of State on September 6, 1996, as shown by the records of this office.

The Registration Number of this Fictitious Name is G96250900050.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capitol, this the  
Sixth day of September, 1996



CR2EO22 (2-95)

*Sandra B. Northam*

Sandra B. Northam  
Secretary of State

# APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

FILED

96 SEP -6 PM 2: 17

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Section 1

1. COMMERCIAL PHONE GROUP, INC.  
Fictitious Name to be Registered

2. 220 Division Street  
Mailing Address of Business

City Kingston, PA, ~~FLORIDA~~ 18704  
Zip Code

3. Florida County LEON

4. FEI Number: 23-2687946

This space for office use only

Section 2

**A. Owner(s) of Fictitious Name If Individual(s): (Use an attachment if necessary):**

1. Last \_\_\_\_\_ First \_\_\_\_\_ M.I. \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
SS# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

2. Last \_\_\_\_\_ First \_\_\_\_\_ M.I. \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
SS# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**B. Owner(s) of Fictitious Name If other than an individual: (Use attachment if necessary):**

1. AMERICAN BUSINESS ALLIANCE, INC.  
Entity Name  
220 DIVISION STREET  
Address  
KINGSTON PA 18704  
City State Zip Code  
Florida Registration Number F95000005971  
FEI Number: 23-2687946  
 Applied for  Not Applicable

2. \_\_\_\_\_  
Entity Name  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Florida Registration Number \_\_\_\_\_  
FEI Number: \_\_\_\_\_  
 Applied for  Not Applicable

Section 3

I (we) the undersigned, being the sole (all the) party(ies) owning interest in the above fictitious name, certify that the information indicated on this form is true and accurate. I (we) further certify that the fictitious name shown in Section 1 of this form has been advertised at least once in a newspaper as defined in chapter 50, Florida Statutes, in the county where the applicant's principal place of business is located. I (we) understand that the signature(s) below shall have the same legal effect as if made under oath. (At Least One Signature Required)

[Signature] 8/29/96  
Signature of Owner Date

\_\_\_\_\_  
Signature of Owner Date

Phone Number: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Section 4

**FOR CANCELLATION COMPLETE SECTION 4 ONLY:  
FOR FICTITIOUS NAME OR OWNERSHIP CHANGE COMPLETE SECTIONS 1 THROUGH 4:**

I (we) the undersigned, hereby cancel the fictitious name \_\_\_\_\_  
\_\_\_\_\_, which was registered on \_\_\_\_\_ and was assigned  
registration number \_\_\_\_\_

\_\_\_\_\_  
Signature of Owner Date

\_\_\_\_\_  
Signature of Owner Date

Mark the applicable boxes  Certificate of Status — \$10  Certified Copy — \$30  
**FILING FEE: \$50**  
 Note: Acknowledgements/certificates will be sent to the address in Section 1 only. CR4E-001 (3/95)

TALLAHASSEE DEMOCRAT  
PUBLISHED DAILY  
TALLAHASSEE - LEON - FLORIDA

STATE OF FLORIDA COUNTY OF LEON:  
Before the undersigned authority personally  
appeared Christie Stephens who on oath says  
that she is Legal Advertising Representative  
of the Tallahassee Democrat, a daily  
newspaper published at Tallahassee in Leon  
County, Florida; that the attached copy of  
advertising being a Legal Ad in the matter of

WE HEREBY...

in the Second Judicial Circuit Court was  
published in said newspaper in the issues of:

SEPTEMBER 8, 1996

Affiant further says that the said Tallahassee  
Democrat is a newspaper published at  
Tallahassee, in the said Leon County, Florida,  
and that the said newspaper has heretofore  
been continuously published in said Leon  
County, Florida, each day and has been  
entered as second class mail matter at the  
post office in Tallahassee, in said Leon  
County, Florida, for a period of one year next  
preceding the first publication of the attached  
copy of advertisement; and affiant further says  
that she has neither paid nor promised any  
person, firm or corporation any discount,  
rebate, commission or refund for the purpose  
of securing this publication in the said  
newspaper.

*Christie Stephens*  
CHRISTIE STEPHENS  
LEGAL ADVERTISING REPRESENTATIVE

Sworn To And Subscribed Before Me *10*

Day of *September*

A.D. *1996*



*Lee Pierce*  
Notary Public

We hereby give notice  
to register in  
compliance with  
Section 865.09 Florida  
Statute.

NAME OF BUSINESS:  
Commercial Phone  
Group, Inc.  
ADDRESS:  
220 Division St  
Kingston, PA 18704  
OWNER:  
American Business  
Alliance, Inc.

SEPTEMBER 8, 1996

1 LEGAL NOTICES

UCC FILING & SEARCH  
ALETHIA CULVERSON  
P O BOX 11120  
TALLAHASSEE FL 32302

AMERICAN BUSINESS ALLIANCE, INC.  
d/b/a COMMERCIAL PHONE GROUP

FL P.S.C. Tariff No. 1  
1st Revised Sheet No. 1  
Replaces Original Sheet No. 1

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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.

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Issued: October 21, 1996

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	1st Revised*	18	1st Revised*
2	2nd Revised*	19	1st Revised*
3	2nd Revised*	20	1st Revised*
4	2nd Revised*	21	1st Revised*
5	1st Revised*	22	1st Revised*
6	1st Revised*	23	1st Revised*
7	1st Revised*	24	1st Revised*
8	1st Revised*	25	1st Revised*
9	1st Revised*	26	1st Revised*
10	1st Revised*	27	1st Revised*
11	1st Revised*	28	1st Revised*
12	1st Revised*	29	1st Revised*
13	1st Revised*	30	2nd Revised*
14	1st Revised*	31	1st Revised*
15	1st Revised*	32	2nd Revised*
16	1st Revised*	33	1st Revised*
17	1st Revised*	34	1st Revised*
		35	2nd Revised*

Issued: October 21, 1996

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



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TABLE OF CONTENTS

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### 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.

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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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Issued: October 21, 1996

Effective:

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

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.

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Issued: October 21, 1996

Effective:

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American Business Alliance, Inc.  
220 Division Street  
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.

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220 Division Street  
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.

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Issued: October 21, 1996

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220 Division Street  
Kingston, Pennsylvania 18704

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.

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Issued: October 21, 1996 Effective:

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

AMERICAN BUSINESS ALLIANCE, INC.  
d/b/a COMMERCIAL PHONE GROUP

FL P.S.C. Tariff No. 1  
1st Revised Sheet No. 11  
Replaces Original Sheet No. 11

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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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Issued: October 21, 1996 Effective:

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

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Issued: October 21, 1996

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220 Division Street  
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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;

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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.

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Issued: October 21, 1996

Effective:

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

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.

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Issued: October 21, 1996

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220 Division Street  
Kingston, Pennsylvania 18704

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.

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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.

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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)

2.5 Cancellation or Interruption of Services (Cont'd)

2.5.2. Limitations on Allowances (Cont'd)

- F. during any period when the Customer has released service to the Carrier for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. that was not reported to the Carrier within thirty (30) days of the date that service was affected.

2.5.3 Application of Credits for Interruptions of Service

Credits for interruptions of service, for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Billing Arrangements

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.

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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.

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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

Intrastate toll message rates for TDD users, which is communicated using a telecommunication 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, shall be evening rates for daytime calls and night rates for evening and night calls.

2.14 Directory Assistance Charges for Handicapped Persons

Carrier does not provide Directory Assistance Services. Should Carrier elect to provide such services in the future, Carrier will not charge for the first 50 directory assistance calls made each month by a handicapped person, pursuant to Florida PSC rules and regulations.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.15 Operation of Telecommunications Relay Service

Intrastate tolls calls received from the relay service, each local exchange and interexchange telecommunications company billing relay call will be discounted by 50 percent of the applicable rate for a voice nonrelay call except that where the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the applicable rate for voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

2.16 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.

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SECTION 3. SERVICE OFFERINGS

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. Carrier's services include:

A. Message Telecommunications Services

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

B. 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.

C. 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.

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### SECTION 3. SERVICE OFFERINGS

#### 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. Carrier will not assess charges for uncompleted calls or wrong numbers.
- 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.

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SECTION 3. SERVICE OFFERINGS

3.2 Calculation of Usage Rates (Cont'd)

- D. Charges for each call are totaled by rate period. If the computed charges include a fraction of a cent, the fraction is rounded down to the next whole cent when the fractional charge is less than five mills and is rounded up to the next whole cent when the fractional charge is five mills or greater (e.g., \$4.254 would be rounded down to \$4.25 and \$4.255 would be rounded up to \$4.26).

3.3 Employee Concessions

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

3.4 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules:

- 3.4.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

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SECTION 3. SERVICE OFFERINGS

3.4 Rates Based Upon Distance (Cont'd)

3.4.2 The airline distance between any two rate centers is determined as follows:

- A) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
- B) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- C) Square each difference obtained in step (b) above.
- D) Add the square of the "V" difference and the square of the "H" difference obtained in step (c) above.
- E) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- F) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

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

3.5 Formula For Calculating Distance of Calls

Carrier's rates are not mileage sensitive. If Carrier elects to utilize a mileage sensitive rate system in the future, Carrier will employ the above-listed methodology for calculating the distance of calls. Calls will be rated as set forth in Section 3.2 preceding.

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SECTION 4. RATE SCHEDULE

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

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

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SECTION 4. RATE SCHEDULE (Cont'd)

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: \$0.168

(R)

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

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SECTION 4. RATE SCHEDULE (Cont'd)

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

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SECTION 4. RATE SCHEDULE (Cont'd)

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: \$0.111

(R)

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

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SECTION 4. RATE SCHEDULE (Cont'd)

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

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SECTION 4. RATE SCHEDULE (Cont'd)

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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