

# J<sup>3</sup> COMMUNICATIONS, INC.

57

FILED

October 17, 1996

Mr. Walter D'Haeseleer  
Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399

961330-TT

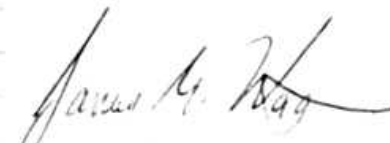
Dear Mr. D'Haeseleer:

Enclosed are the original and twelve (12) copies of J3 Communications, Inc.'s Application Form for Authority To Provide Interexchange Telecommunications Service Within The State of Florida. Please date-stamp and return the extra copy of the transmittal letter provided as proof of filing. An envelope with the return address and the appropriate postage is attached for this purpose. Also enclosed is a check for \$250 made payable to the Florida Public Service Commission to cover the filing fee.

Any questions regarding the Application or tariff should be referred to Todd Lowe, President, Visiology, Inc., 4960 Mountain View Parkway, Birmingham, Alabama 35244. Todd is our regulatory consultant and can be reached at (205) 980-8501.

Your assistance in this matter is greatly appreciated.

Sincerely,

  
James G. Wagner  
President

Enclosures

DOCUMENT NUMBER DATE

304 South State Street • Dover, DE 19901 • (302) 736-5900 • FAX (302) 736-9895

FPSC-RECORDS/REPORTING

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

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

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

**APPLICATION FORM**

for

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

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Instructions

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

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

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

Florida Public Service Commission  
Division of Administration, Room G-50  
101 East Gaines Street  
~~Tallahassee, Florida 32399-0866~~  
(904) 488-4733

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

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

2. The legal name of the applicant:

**J3 Communications, Inc.**

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

**J3 Communications, Inc.**

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

**304 South State Street  
Dover, DE 19901**

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

**NONE**

6. Structure of organization;

- Individual
- Foreign Corporation
- General Partnership
- Other, \_\_\_\_\_
- Corporation
- Foreign Partnership
- Limited Partnership

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

**Applicant is a corporation.**

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

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

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

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

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

**8. If incorporated, Please give:**

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

Corporate charter Number: F96000004722

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

**NRAI Services, Inc.  
526 E. Park Avenue  
Tallahassee, FL 32301**

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

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

**None.**

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

**None.**

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

- (a) The application;  
**Todd Lowe, President, Visiology, Inc.  
4960 Mountain View Parkway, Birmingham, Alabama 35244  
(205) 980-8501**
- (b) Official point of Contact for the ongoing operations of the company;  
**James G. Wagner, President, J3 Communications, Inc.  
304 South State Street, Dover, Delaware 19901  
(302) 672-7870**
- (c) Tariff;  
**Todd Lowe. See (a) above.**
- (d) Complaints/ Inquiries from customers;  
**James G. Wagner. See (b) above.**

10. List the states in which the applicant:

- (a) Has operated as an interexchange carrier.  
**None. The Applicant is not an interexchange carrier. The Applicant is a reseller and does not own, control, operate, or manage any transmission facilities with the technological capability to provide telecommunications service within the state. The Applicant has not yet provided service as a reseller.**
- (b) Has applications pending to be certificated as an interexchange carrier.  
**The Applicant has applications pending to be certificated to resell intrastate interexchange telecommunications services in the states of California, Indiana, Louisiana, New York, Ohio, Oregon, Rhode Island, Tennessee, Washington, and Wisconsin.**
- (c) Is certificated to operate as an interexchange carrier.  
**The Applicant has the authority to resell telecommunications in the states of Colorado, Idaho, Iowa, Michigan, Montana, Texas, Utah, Virginia, and Wyoming.**

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

**None.**

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

**None.**

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

**None.**

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

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

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

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

**MTS for pay telephone service providers**

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

**800 Service (Toll Free)**

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

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

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

900 Services

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

**Services included are:**

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

Other:

**The applicant will offer inbound and outbound long distance services. A detailed service description is provided in Section 3 of the proposed tariff attached hereto as Attachment II.**

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

To place an outbound long distance call, the end user dials 1+ the called number. 800 calls are completed by dialing 1+800+ the called number. To reach Directory Assistance outside of the end user's area code, the end user dials 1 + area code + 555-1212. Calling card calls are completed by dialing 1+ the universal 800 number, the called number, and the calling card code. To reach the long distance operator of the underlying carrier, the end user dials 00- or 0+ the called number.

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

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

14. Will your marketing program:

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

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

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

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

17. Please provide the following (if applicable):

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

**Yes**

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

**The company will use two billing options, direct billing by the company and billing included on the LEC's bill. The name and addresses of the LECs are on file with the Commission.**

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.**



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

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

James G. Wagner

Typed name and signature of owner  
or chief officer

October 17, 1996

Date

**ATTACHMENTS:**

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

\*\* APPENDIX A \*\*

CERTIFICATE TRANSFER STATEMENT

NOT APPLICABLE

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

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

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

**James G. Wagner** 

Typed name and signature of  
Owner or Chief officer

**President**

Title

**October 17, 1996**

Date

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

INTRASTATE NETWORK

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

1) N/A 2)

3) 4)

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

1) N/A 2)

3) 4)

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

1) POP-to-POP                      TYPE                      OWNERSHIP

2) N/A

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

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

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

Our understanding of Commission Rule 25-24.471 (4) (a) is that the intra-EAEA restriction has been lifted for 950, 10XXX, 800, and 1+ calls placed via dedicated access, and that the LEC will not forward to J3 Communications any intra-EAEA calls placed over switched access lines.

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has  previously) provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:

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

James G. Wagner

Typed name and signature of  
Owner or Chief officer

President

Title

October 17, 1996

Date

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

FLORIDA TELEPHONE EXCHANGES

AND

EAS ROUTES

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

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

James G. Wagner

Typed Name and signature of  
Owner/Chief Officer

President

Title

October 17, 1996

Date

**All outbound services that utilize switched access to reach the long distance network are available in equal access areas. All inbound services and all outbound services using dedicated access to reach the long distance network are available statewide.**

## ATTACHMENT F

### DIRECTORS, OFFICERS, AND STOCKHOLDERS

Officers, Directors, & Shareholders		
Name/Title	Address	% of Shares
James Wagner, President, Director	J3 Communications, Inc.	33 1/3%
Jack Feathers, Exec. VP, Director	304 South State Street	33 1/3%
Ken Marlowe, VP, Director	Dover, DE 19901	0%
Joy Wagner, VP, Marketing & Finance	(302) 736-5900	33 1/3%

## **ATTACHMENT G**

### **EXPLANATION OF SALES COMMISSIONS**

Not Applicable



**ATTACHMENT H**

**PROPOSED TARIFF**

J3 COMMUNICATIONS, INC.

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of long distance telecommunications services provided by J3 Communications, Inc. with principal offices at 304 South State Street, Dover, Delaware 19901. This Tariff applies to services furnished within the State. This Tariff is on file with the Florida Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business.

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Issued: October 17, 1996

Effective:

by:

James G. Wagner, President  
304 South State Street, Dover, Delaware 19901

CHECK SHEET

All of the sheets of this Tariff are effective as of the date shown at the bottom of the sheet. Original and revised sheets as named below comprise all changes from the original Tariff.

SHEET	REVISION
1	Original Sheet
2	Original Sheet
3	Original Sheet
4	Original Sheet
5	Original Sheet
6	Original Sheet
7	Original Sheet
8	Original Sheet
9	Original Sheet
10	Original Sheet
11	Original Sheet
12	Original Sheet
13	Original Sheet
14	Original Sheet
15	Original Sheet
16	Original Sheet
17	Original Sheet
18	Original Sheet
19	Original Sheet
20	Original Sheet

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Effective:

by:

James G. Wagner, President  
304 South State Street, Dover, Delaware 19901

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CHECK SHEET (continued)

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

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Effective:

by:

James G. Wagner, President  
304 South State Street, Dover, Delaware 19901

CHECK SHEET (continued)

SHEET	REVISION
38	Original Sheet
39	Original Sheet
40	Original Sheet
41	Original Sheet
42	Original Sheet
43	Original Sheet
44	Original Sheet
45	Original Sheet
46	Original Sheet
47	Original Sheet
48	Original Sheet
49	Original Sheet
50	Original Sheet
51	Original Sheet
52	Original Sheet
53	Original Sheet
54	Original Sheet
55	Original Sheet
56	Original Sheet
57	Original Sheet

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Issued: October 17, 1996

Effective:

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James G. Wagner, President  
304 South State Street, Dover, Delaware 19901

CHECK SHEET (continued)

SHEET	REVISION
58	Original Sheet
59	Original Sheet
60	Original Sheet
61	Original Sheet
62	Original Sheet
63	Original Sheet

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James G. Wagner, President  
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304 South State Street, Dover, Delaware 19901

CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS

None

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 To Or From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction To A Customer's Bill
- T - Change In Text Or Regulation But No Change In Rate Or Charge

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304 South State Street, Dover, Delaware 19901



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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
  
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised sheet 14 cancels the 3rd revised sheet 14.
  
- C. Section Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2.1
  - 2.1.1
  - 2.1.1 (A)
  - 2.1.1 (A).1
  - 2.1.1 (A).1.a
  - 2.1.1 (A).1.a.i
  
- D. Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff with a cross-reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision.

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James G. Wagner, President  
304 South State Street, Dover, Delaware 19901

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

**CAP:** CAP is an acronym for Competitive Access Provider which is any provider of local access service other than the Local Exchange Carrier.

**CLEC:** CLEC stands for Competitive Local Exchange Carrier.

**Company:** Company refers to J3 Communications, Inc.

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

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

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

**End User:** End User is the person or legal entity which uses the service provided by the Company.

**Exemption Certificate:** An Exemption Certification is a written notification wherein the Customer certifies that its dedicated facility should be exempted from the monthly special access surcharge.

**InterLATA:** An InterLATA call is any call that originates and terminates in a different LATA.

**IntraLATA:** An IntraLATA call is any call that originates and terminates within the same LATA.

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SECTION I - TECHNICAL TERMS AND ABBREVIATIONS

**LATA:** LATA stands for Local Access Transport Area which is a geographic boundary established by the Modification of Final Judgement.

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

**Modification of Final Judgment:** Modification of Final Judgment refers to the judicial opinion set forth at United States vs. American Telephone & Telegraph Company, 552 F. Supp. 131 (D.C. 1982).

**Reseller:** Reseller denotes a Customer that resells the Company's service(s).

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

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

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James G. Wagner, President  
304 South State Street, Dover, Delaware 19901

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

This Tariff contains the descriptions, regulations, and rates applicable to intrastate InterLATA and intrastate IntraLATA telecommunications service offered by J3 Communications, Inc. with principal offices located at 304 South State Street, Dover, Delaware 19901. Service is furnished for communications originating and terminating at points within the State under terms of this Tariff.

2.2 Limitations On Service

2.2.1 Service is offered subject to the availability of facilities and/or equipment available from the DUC, the Company's ability to fulfill the order, and the provisions of this Tariff. The Company reserves the right, without incurring liability, to refuse to provide service to or from any location where the necessary facilities and/or equipment are not available or from any location where the necessary state regulatory approvals have not been obtained.

2.2.2 The Company reserves the right to discontinue service without liability, or to limit the use of service when necessitated by conditions beyond the Company's control, or when the Customer is using service in violation of the law or in violation of the provisions of this Tariff.

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James G. Wagner, President  
304 South State Street, Dover, Delaware 19901

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

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

- (A) Customer's use of the service constitutes a violation of either the provisions of this Tariff, or of any laws, or government rules, regulations, or policies; or,
- (B) Any order or decision of a court or other governmental authority prohibits the Company from offering such service; or,
- (C) The Company deems termination necessary to protect the Company or third parties against fraud, or to otherwise protect the Company's personnel, agents, or service; or,
- (D) Customer's or End User's misuse of the DUC's network; or
- (E) Customer's or End User's use of the DUC's network for any fraudulent or unlawful purpose; or,
- (F) Emergency, threatened, or actual disruption of service to other Customers; or
- (G) Unauthorized or fraudulent procurement of service, including a misrepresentation of fact relevant to the conditions under which the applicant or Customer may obtain or continue to receive service; or
- (H) Abandonment of the premises served.

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James G. Wagner, President  
304 South State Street, Dover, Delaware 19901

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

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

- (A) Insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, or pre-arranged account code numbers; or,
- (B) Non-payment of any sum owed the Company; or
- (C) Failure to pay for or provide assurances of, or security for, the payment of the Company's charges as per Section 2.9.3.

2.2.5 Initial and continuing service is offered subject to the availability of necessary facilities and/or equipment, including those to be provided by the DUC, the CAP, the CLEC or the LEC.

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James G. Wagner, President  
304 South State Street, Dover, Delaware 19901

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

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

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

2.2.7 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions will remain, at all time, in full force and in effect until modified in writing, signed by the Company and Customer.

2.2.8 To control fraud, service may be discontinued by the Company without incurring liability by blocking all traffic or by blocking traffic to or from certain NPA-NXXs, cities, or individual telephone stations for any service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.

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by:

James G. Wagner, President  
304 South State Street, Dover, Delaware 19901

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

- 2.2.9 The Company reserves the right to change DUCs at any time.
- 2.2.10 The Company reserves the right, without incurring liability, to refuse to provide service to or from any location where the necessary facilities and/or equipment are not available.
- 2.2.11 The availability of 800/888 numbers from the Company is limited by the Company's ability to obtain 800/888 numbers from the DUC.
- 2.2.12 At the Customer's request, the Company may act as an agent in the ordering of Dedicated Access service selected by the Customer for the provisioning of certain Services. The Customer may be billed directly by the LEC, DUC, CLEC or CAP or any other authorized access provider. The Company does not provide nor charge for access. However, any charges assessed by the DUC, LEC, CAP, or CLEC will be passed on to the Customer at the rate billed to the Company.
- 2.2.13 Intrastate Service provided by the Company may not be transferred or assigned to a new Customer unless the new Customer's credit is approved by the Company.

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by:

James G. Wagner, President  
304 South State Street, Dover, Delaware 19901



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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability

The Company's liability will be limited to that expressly assumed in Sections 2.3.1 through 2.3.10 of this Tariff and that arises in connection with the provision of service to Customer.

2.3.1 The Company will not be liable for:

- (A) Any action, such as blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unlawful use of its service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties. The liability provided for above, will, in each case, be in addition to any amounts that may otherwise be due the Customer under this Tariff as a credit allowance for the interruption of service.
- (B) Any act or omission of any other company or companies furnishing a portion of the service or furnishing facilities or equipment associated with such service.
- (C) Damages caused by the fault or negligence or willful misconduct of the Customer.
- (D) Any failure to provide or maintain service under this Tariff due to circumstances beyond the Company's reasonable control.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.1 (continued)

- (E) Any direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, service provided hereunder, absent a determination of willful misconduct by the Company through judicial or administrative proceedings.
- (F) Any special or consequential damages or any lost profits of any kind or nature arising out of the furnishing of or interruption in service contained in this Tariff.
- (G) The use or abuse of any service described herein by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service, or device. In the case of inbound service, this also applies to third parties who dial the Customer's 800/888 number by mistake.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

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

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

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

- (A) Unavoidable interruption in the working of transmission facilities; or
- (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
- (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or
- (E) Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.

2.3.8 The Company will use its best efforts to provide competent services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide service to its Customers or End Users; negligent or defective services to Customers or End Users; equipment, computer, network, or electrical malfunctions or any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.9 In the event the Company or the DUC learn of possible fraudulent use of any Company services, the Company will make an effort to contact the Customer, but service may be terminated or blocked without notice and without liability to the Company.

2.3.10 With respect to service contained herein and except as otherwise provided herein, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service or other facilities, and not caused by the negligence or intentional acts of its employees or its agents, will in no event exceed an amount equivalent to the initial period charge to the Customer for the period during which the aforementioned faults occur. In no event shall the Company be held liable for any special or consequential damages.

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SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service

2.4.1 The service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of service. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the service in a manner that could interfere with service provided to others or that could harm the facilities of the Company or others.

2.4.2 Service furnished by the Company may be arranged for joint use or authorized use. The joint user or authorized user will be permitted to use such service in the same manner as the Customer, but subject to the following conditions.

(A) One joint user or authorized user must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all joint users or authorized users in the application for service. Service orders which involve the start, rearrangement or discontinuance of joint use or authorized use service will be accepted by the Company only from that Customer and will be subject to all regulations of this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.2 (continued)

(B) All charges for the service will be computed as if the service were to be billed to one Customer. The joint user or authorized user which has been designated as the Customer will be billed for all components of the service and will be responsible for all payments to the Company. If designated Customer fails to pay the Company, each joint user or authorized user will be liable to the Company for all charges incurred as a result of its use of the Company's service. Each joint or authorized user must submit to the designated Customer a letter guaranteeing payment for the joint or authorized user's portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or authorized user understands that the Company will receive a copy of the guaranty from the designated Customer. The Customer will be responsible for allocating charges to each joint user or authorized user.

2.4.3 In addition to the other provisions in this Tariff, Customers reselling service will be responsible for all interaction and interface with their own subscribers or customers. The provision of Company service will not create a partnership or joint venture between the Company and the Customer nor result in a joint offering to third parties.

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**SECTION 2 - RULES AND REGULATIONS**

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**2.4 Use of Service (continued)**

- 2.4.4 Service furnished by the Company will not be used for any unlawful or fraudulent purposes such as use of electronic devices, invalid numbers, and false credit devices to avoid payment for service contained in this Tariff either in whole or in part. Service furnished by the Company will not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another. Nor will service be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, or an enhanced or electronic service provider who has subscribed to the Company's service. However, this provision does not preclude an agreement between the Customer, authorized user, or joint user to share the cost of the service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.
- 2.4.5 A Customer of the Company's inbound service will provide not less than ten (10) business days' notice prior to implementation of special advertising or other new promotions likely to stimulate usage.
- 2.4.6 If a Customer of the Company's inbound service is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend service temporarily and/or deny requests for additional service. The Company will give the Customer ten (10) days' written notice via certified U.S. Mail, of intent to suspend or deny service due to such non-compliance.
- 2.4.7 The Customer will be billed directly by the LEC, CLEC or CAP or any other authorized access provider for the Dedicated Access arrangements selected by the Customer for the provisioning of certain Company services.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

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

- (A) Any claim asserted against the Company (and all attorney fees and expenses incurred by the Company with respect thereto) arising out of or relating to the failure of the Company to provide service to Customers or End Users.
- (B) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision of service, where such loss, claim, demand, suit, action, or liability is not the direct result of the Company's negligence or willful misconduct.
- (C) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's material, data, information, or other content transmitted via service.
- (D) Violation by Customer of any other literary, intellectual, artistic, dramatic, or musical right.
- (E) Violations by Customer of the right to privacy.
- (F) All lost or stolen calling cards.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

(G) Any other claims whatsoever relating to or arising from message content or the transmission thereof.

(H) All other claims arising out of any act or omission of the Customer in connection with service provided by the Company.

2.5.2 If a Customer directly or indirectly authorizes third parties to use the service, the Customer will indemnify and hold the Company harmless against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties.

2.5.3 If Dedicated Access is a required condition for subscribing to one of the Company's services, the Customer is responsible for obtaining the Dedicated Access.

2.5.4 The Customer is responsible for payment of all charges for Company service(s) regardless of whether the Customer's facilities were fraudulently used.

2.5.5 In the event of non-payment by a Reseller's end user, the Company may be requested by the Reseller to block such end user's location because of non-payment of charges. The Reseller must certify that proper notice has been given to the premises owner/occupant at such location. Proper notice must meet state and federal rules for blocking service due to non-payment. The Reseller is responsible for all costs incurred to disconnect or block the location from service(s).

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.6 If the presubscription of any line of a Reseller is unauthorized, the Company may charge the Reseller for the unauthorized presubscription change charges plus all additional charges imposed and costs incurred. The Reseller is financially liable for all lines at all locations until such time as the lines and/or locations are presubscribed to a different interexchange carrier. In instances where the Reseller has presubscribed lines and/or locations to its service without proper authorization, the Reseller must:

- (A) Inform the premises owner/occupant at each location of the unauthorized change in IXCs; and
- (B) Insure that each such location is returned to the IXC of choice; and
- (C) Pay all applicable conversion charges.

2.5.7 In addition to the other provisions in this Tariff, Resellers will be responsible for securing and maintaining a Certificate of Public Convenience and Necessity from the Florida Public Service Commission and F.C.C. tariffs for operating as a Reseller and for complying with the rules and regulations as set forth by the Commission. Further, the Reseller also assumes full responsibility for complying with the Communications Act and the rules, regulations, and decisions of the Federal Communication Commission. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company immediately and irrevocably terminating service(s) without incurring any liability. Notification of termination of service(s) may be done in person or in writing.

2.5.8 Resellers will be responsible for paying all taxes, surcharges, and fees based upon the taxing jurisdiction's rules and regulations.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.9 The Customer is responsible for payment for all long distance calls originated at the Customer's number(s), terminated on the Customer's 800/888 number, billed to the Customer's calling card or authorization code, accepted at the Customer's number, or incurred at the specific request of the Customer. The Customer is responsible for paying for all Services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were used fraudulently.

2.6 Establishment of Credit

The Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of a signed application for service or upon receipt of order confirmation by a qualified independent third party verifier, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires. If the conditions of services or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time. In case of refusal to establish service, the Company shall notify the applicant in writing of the reason for such refusal.

2.7 Customer Deposits

The Company does not collect deposits for intrastate service.

2.8 Advance Payments

The Company does not collect advance payments for intrastate service.

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SECTION 2 - RULES AND REGULATIONS

2.9 Payment For Services

2.9.1 General

The Company uses cycle billing. The billing period is one month. Bills are sent to the Customer's billing address, as shown on their account, no later than thirty (30) days following the close of the billing period. The due date will be disclosed on the bill. Charges may be assessed for unbilled traffic for up to two years in arrears.

2.9.2 Rendering Bill

Bills will be mailed on or before the invoice date of the bill by U.S. mail or other standard delivery services. Bills will be sent by first class U.S. mail or by some type of bulk carrier such as UPS or Federal Express. Call detail is included with the bill. The due date is disclosed on the bill. Checks should be made payable as named on the bill and are sent to the address as listed on the bill. Charges are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, or electronic wire transfer. However, if a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bills in cash or the equivalent of cash.

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SECTION 2 - RULES AND REGULATIONS

2.9 Payment For Services

2.9.3 Billing Options

(A) General

The Company utilizes multiple billing options. The selection of the billing option is made by the Company.

(B) Direct Billing By Company Or Authorized Billing Agent

Payment in full is due within fourteen (14) days of the invoice date on the bill. If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge of 1.5% per month on the delinquent amount.

(C) LEC Billing

With LEC billing, the Customer's charges for the Company's services are billed with the Customer's bill for local service. If LEC billing is utilized, the rules and regulations applying to rendering and payment of bill and late charges are the same as covered in the applicable LEC tariff.

2.9.4 Return Check Charge

The Company will assess the Customer a return check charge of \$15.00 or 5% of the amount of the check, which ever is greater, for any check that is returned for any reason by the financial institution on which it is drawn.

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**SECTION 2 - RULES AND REGULATIONS****2.10 Customer Service****2.10.1 General**

Customer service may be contacted in writing at 304 South State Street, Dover, Delaware 19901. Customers may contact customer service by dialing a toll-free 800 number. The 800 number is listed on the bill. Customer service representatives are available 9:00 AM to 5:00 PM eastern time Monday through Friday excluding holidays. If a Customer calls Customer Service after hours, the call goes to an answering service. If the call is not an emergency, a return call will be made the next business day. If the call is a service emergency, a company representative is paged to respond the emergency.

**2.10.2 Billing Disputes**

Unless a written notice of the dispute as to the charges is received by the Company within thirty (30) calendar days after invoice date, such invoice will be deemed to be correct and payable in full by the Customer. Detailed information regarding any dispute will be provided by the Customer upon the Company's request. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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SECTION 2 - RULES AND REGULATIONS

2.11 Cancellation By Customer

2.11.1 General

Except for service provided under a term plan agreement, a Customer may cancel service by giving thirty (30) days' written notice to the Company. Such notice should be addressed to the Company's customer service organization at the address specified in Section 2.10.1.

2.11.2 Customer With Switched Access

Cancellation of the Customer's service will be effective when the LEC or CLEC changes the PIC code or when the DUC or CAP cancels the service.

2.11.3 Customer With Dedicated Access

Cancellation of the Customer's service will be effective when the DUC cancels the service offered by the Company or when the Customer's Dedicated Access facilities are moved to another carrier.

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SECTION 2 - RULES AND REGULATIONS

2.12 Cancellation By Company

The Company may terminate service to the Customer upon five (5) days' written notice in a separate mailing to the Customer for any condition listed in Section 2.2.4. If the Company delivers the notice to the Customer's premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known address and mailed first class or some type of standard delivery service. The selection of the method of delivering the notice is made by the Company.

The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

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 SECTION 2 - RULES AND REGULATIONS
 

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## 2.13 Rate Periods

## 2.13.1 General

Different rates may be applicable to a call at a different time of the day and on certain days of the week as specified in the appropriate rate table for that call. For outbound Services that are time-of-day sensitive, the time of day at the central office or POP associated with the calling station determines the rate in effect. For inbound Services that are time-of-day sensitive, the time of day at the central office or POP associated with the called station determines the rate in effect.

## 2.13.2 Peak And Off Peak Rate Periods

The peak rate period is 8:00 AM to but not including 5:00 PM Monday through Friday excluding holidays. The off peak rate period is all other times.

## 2.13.3 Day, Evening, and Night Rate Periods

Rate Period	Times Applicable		Days Applicable
	From	To, But Not Including	
Day	8:00 AM	5:00 PM	Mon - Fri
Evening	5:00 PM	11:00 PM	Sun - Fri
Night	11:00 PM	8:00 AM	All days
	8:00 AM	11:00 PM	Saturday
	8:00 AM	5:00 PM	Sunday

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SECTION 2 - RULES AND REGULATIONS

2.13 Rate Periods (continued)

2.13.4 Split Rate Periods

(A) Calls Originating Via Switched Access

When a unit of time is split between two rate periods, each rate period applies to the portion of the call that occurred during that rate period.

(B) Calls Originating Via Dedicated Access

When a unit of time is split between two rate periods, the rate is based on the rate period in which it began.

2.13.5 Holiday Rates

Holiday rates may apply on Christmas Day (December 25), New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day, and Labor Day. See Section 3 of this Tariff to determine if holiday rates apply for a specific service offering. For services with a peak and off peak rate period, the holiday rate is the off peak rate. For services with a day, evening, night rate period, the holiday rate is the evening rate period unless a lower rate would normally apply.

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**SECTION 2 - RULES AND REGULATIONS****2.14 Calculation Of Usage Charge**

Each usage sensitive service has its own specific initial period and additional period as specified in Section 3 of this Tariff. For all services, fractions of an increment are rounded up to the next highest increment. See Section 3, Description of Services, for a description of the initial period and additional period for each service.

**2.15 Rounding**

Usage charges apply to all completed calls. The usage charges for each completed call during a billing month will be computed. If the charge includes a fraction of a cent, the fraction is rounded up to the next higher whole cent.

**2.16 Timing of Calls**

Timing of calls 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. Chargeable time ends when one of the parties disconnects from the call. There are no billing charges applied to incomplete calls.

**2.17 Promotional Offerings**

The Company may, from time-to-time, engage in special promotional offerings designed to attract new Customers or to increase existing Customer's awareness of a particular service offering. The promotions may be in the form of a reduced base rate, an increased discount, a waiver of certain monthly services charges, etc. The promotion may also be in the form of a premium. These promotional offerings may apply only to certain service arrangements and may be limited to certain dates, times, and/or locations. The Company may require an advance payment as a condition of a promotional offering.

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**SECTION 2 - RULES AND REGULATIONS****2.18 Taxes****2.18.1 General**

In addition to the charges specifically pertaining to services, certain federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations. All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in Section 4 of this Tariff.

**2.18.2 Tax Exempt Status**

A Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time service is ordered in order to be granted tax exempt status. Failure to provide the required documentation at the time service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's service and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Company is not liable for refunding the amount of the taxes paid the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of service.

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SECTION 2 - RULES AND REGULATIONS

2.19 Restoration of Services

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

2.20 Interruption of Service

2.20.1 Recurring Monthly Charges

No credit for recurring monthly charges will be issued for outages less than two (2) hours in duration. For Customers with service subject to a monthly recurring charge, service interruptions of greater than two (2) hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the service.

2.20.2 Usage Sensitive Services

Credit allowances for the interruption of usage sensitive service are subject to the general liability provisions set forth in Section 2.3.10 preceding. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.

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**SECTION 2 - RULES AND REGULATIONS****2.21 Determination of Airline Mileage**

Calculation of distance is in accordance with the V&H coordinate system. The airline mileage between rate centers or POPs is determined by applying the formula below to the vertical and horizontal (V&H) coordinates associated with the rate centers involved. The Underlying Carrier uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in its NPA-NXX V & H Coordinates Tape and in NECA Tariff No. 4.

FORMULA:

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

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services

3.1.1 General

All outbound services are interstate offerings, but the Customer has the option to use the services to place intrastate calls. Intrastate outbound service is only available if the Customer subscribes to the Company's comparable interstate service offering or comparable interstate promotional offering. Unless otherwise stated in the Tariff, the method of provisioning a specific outbound service is determined by the Company, and the selection of the DUC is made by the Company. Switched Access outbound services are only available in equal access areas. Dedicated Access services are available statewide. The availability of each outbound service is included in the description for that service.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services

3.1.2 Switched Access Services Available To Business Customers

(A) J3 Business 1+

J3 Business 1+ is an outbound only, long distance, postalized pricing plan available to Business Customers (1) that utilize Switched Access to reach the long distance network; (2) whose average total outbound interstate usage is at least 10% of the total usage; and (3) that request to be provisioned under this service (see tariff sheet 54). The initial period is thirty (30) seconds or fraction thereof. The additional period is each six (6) seconds or fraction thereof. There are several rate plans available with J3 Business 1+. The Customer may also sign a term plan agreement. The terms and conditions of the rate plans and term plan agreements are set forth in the Company's Tariff F.C.C. No. 1. For intrastate usage, one rate applies regardless of the rate plan or term plan selected.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services (continued)

3.1.2 Switched Access Services Available To Business Customers (continued)

(B) J3 Premium WATS I, J3 Premium WATS II, and J3 Premium WATS III

J3 Premium WATS I, J3 Premium WATS II, and J3 Premium WATS III are an outbound only, long distance postalized pricing plans available to Business Customers that utilize Switched Access to reach the long distance network (see tariff sheet 54). The initial period is thirty (30) seconds or fraction thereof. The additional period is each six (6) seconds or fraction thereof. There are several rate plans available with J3 Premium WATS I, J3 Premium WATS II, and J3 Premium WATS III. The Customer may also sign a term plan agreement. The terms and conditions of the rate plans and term plan agreements are set forth in the Company's Tariff F.C.C. No. 1. For intrastate usage, one rate applies regardless of the rate plan or term plan selected.

---

Issued: October 17, 1996

Effective:

by:

James G. Wagner, President  
304 South State Street, Dover, Delaware 19901

---

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services (continued)

3.1.3 Switched Access Services Available To Residential Customers

(A) J3 Residential 1+

J3 Residential 1+ is an outbound only, long distance, postalized pricing plan available to Residential Customers (1) that utilize Switched Access to reach the long distance network; (2) whose average total outbound interstate usage is at least 10% of the total usage; and (3) that request to be provisioned under this service (see tariff sheet 55). The initial period is one (1) minute or fraction thereof. The additional period is each one (1) minute or fraction thereof. There are several rate plans available with J3 Residential 1+. The Customer may also sign a term plan agreement. The terms and conditions of the rate plans and term plan agreements are set forth in the Company's Tariff F.C.C. No. 1. For intrastate usage, one rate applies regardless of the rate plan or term plan selected.

---

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James G. Wagner, President  
304 South State Street, Dover, Delaware 19901

---

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services (continued)

3.1.3 Switched Access Services Available To Residential Customers (continued)

(B) J3 Premium MTS I, J3 Premium MTS II, and J3 Premium MTS III

J3 Premium MTS I, J3 Premium MTS II, and J3 Premium MTS III are an outbound only, long distance postalized pricing plans available to Residential Customers that utilize Switched Access to reach the long distance network (see tariff sheet 55). The initial period is one (1) minute or fraction thereof. The additional period is each one (1) minute or fraction thereof. There are several rate plans available with J3 Premium MTS I, J3 Premium MTS II, and J3 Premium MTS III. The Customer may also sign a term plan agreement. The terms and conditions of the rate plans and term plan agreements are set forth in the Company's Tariff F.C.C. No. 1. For intrastate usage, one rate applies regardless of the rate plan or term plan selected.

---

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by:

James G. Wagner, President  
304 South State Street, Dover, Delaware 19901

---

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services (continued)

3.1.4 Reserved For Future Use

---

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by:

James G. Wagner, President  
304 South State Street, Dover, Delaware 19901

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services (continued)

3.1.5 Dedicated Access Services

(A) J3 Direct

J3 Direct is an outbound only, long distance pricing plan for Customers that utilize Dedicated Access to reach the DUC's POP (see tariff sheet 57). The Customer is responsible for obtaining the Dedicated Access required to provision this service. J3 Direct is available to Business Customers and Residential Customers. The length of the initial period is six (6) seconds or fraction thereof. The length of the additional period is six (6) seconds or fraction thereof.

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James G. Wagner, President  
304 South State Street, Dover, Delaware 19901

---

**SECTION 3 - DESCRIPTION OF SERVICES****3.2 Inbound Services****3.2.1 General**

Inbound service permits calls to be completed to the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number, (800/888) NXX-XXXX, which terminates at the Customer's location. All inbound services are interstate offerings, but the Customer has the option to use the services to receive intrastate calls. Intrastate inbound service is only available if the Customer subscribes to the Company's comparable interstate service offering or comparable interstate promotional offering. Unless otherwise stated in the Tariff, the method of provisioning a specific inbound service is determined by the Company, and the selection of the DUC is made by the Company. Switched Access inbound services are only available in equal access areas. Dedicated Access services are available statewide. The availability of each inbound service is included in the description for that service.

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James G. Wagner, President  
304 South State Street, Dover, Delaware 19901

---

SECTION 3 - DESCRIPTION OF SERVICES

3.2 Inbound Services (continued)

3.2.2 Services Terminating Via Switched Access

(A) J3 800

J3 800 is an inbound only, long distance pricing plan. Calls are originated from any point in the state on any type of access but are terminated via Switched Access lines in the terminating city (see tariff sheet 58). J3 800 is available to Business Customers and Residential Customers. The length of the initial period is thirty (30) seconds or fraction thereof. The length of the additional period is six (6) seconds or fraction thereof.

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James G. Wagner, President  
304 South State Street, Dover, Delaware 19901



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SECTION 3 - DESCRIPTION OF SERVICES

3.2 Inbound Services (continued)

3.2.3 Services Terminating Via Dedicated Access

(A) J3 Direct 800

J3 Direct 800 is an inbound only, long distance pricing plan. Calls are originated from any point in the state on any type of access but are terminated via Dedicated Access lines between the Customer's premises and the DUC's POP (see tariff sheet 59). J3 Direct 800 is available to Business Customers and Residential Customers. The length of the initial period is six (6) seconds or fraction thereof. The length of the additional period is six (6) seconds or fraction thereof.

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James G. Wagner, President  
304 South State Street, Dover, Delaware 19901

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**SECTION 3 - DESCRIPTION OF SERVICES****3.3 Calling Cards**

All calling card services are interstate offerings, but the Customer has the option to use the services to place intrastate calls (see tariff sheet 60). Intrastate service is only available if the Customer subscribes to the Company's comparable interstate service offering or comparable interstate promotional offering. Unless otherwise stated in the Tariff, the method of provisioning a specific calling card offering is determined by the Company, and the selection of the DUC is made by the Company.

Calling card service allows the Customer or end user to bill a call to their primary service location when the caller is away from his or her established service location. Customers access the network from anywhere in the State by dialing a universal "800/888" number plus a calling card code and the called telephone number.

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304 South State Street, Dover, Delaware 19901

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SECTION 3 - DESCRIPTION OF SERVICES

3.3 Calling Cards

3.3.1 Calling Cards Available To Business Customers

(A) J3 Business Calling Card

The J3 Business Calling Card is available to Business Customers (see tariff sheet 60). The initial period is thirty (30) seconds or fraction thereof. The additional period is each six (6) seconds or fraction thereof.

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James G. Wagner, President  
304 South State Street, Dover, Delaware 19901

---

SECTION 3 - DESCRIPTION OF SERVICES

3.3 Calling Cards (continued)

3.3.2 Calling Cards Available To Residential Customers

(A) J3 Residential Calling Card

The J3 Residential Calling Card is available to Residential Customers (see tariff sheet 60). The initial period is one (1) minute or fraction thereof. The additional period is each one (1) minute or fraction thereof.

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by:

James G. Wagner, President  
304 South State Street, Dover, Delaware 19901

---

SECTION 3 - DESCRIPTION OF SERVICES

3.3 Calling Cards (continued)

3.3.3 Reserved for future use.

---

Issued: October 17, 1996

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by:

James G. Wagner, President  
304 South State Street, Dover, Delaware 19901

---

SECTION 3 - DESCRIPTION OF SERVICES

3.4 Directory Assistance

3.4.1 Description of Service

Intrastate directory assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party (see tariff sheet 61).

3.4.2 Availability of Service

Directory assistance is available to any Customer that has access to the directory assistance bureau of the DUC. If a Customer with Switched Access calls directory assistance for a call within its area code, the call is handled by the LEC or CLEC. If a Customer with Switched Access calls directory assistance for a call within the state but outside of its area code, the call is routed to the DUC for handling. Customers with Dedicated Access must program their PBX to route directory assistance calls over their Switched Access lines.

3.5 Rounding

The methodology used to round the price of a call is covered in Paragraph 2.15.

3.6 Minimum Call Completion Rate

A Customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 97% during peak use periods.

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James G. Wagner, President  
304 South State Street, Dover, Delaware 19901

---

**SECTION 4 - RATES AND CHARGES****4.1 Outbound Services****4.1.1 Switched Access Services Available To Business Customers**

The usage rates are as follows:

Service	Rate Per Minute
J3 Business 1+	\$.1625
J3 Premium WATS I	\$.1525
J3 Premium WATS II	\$.1525
J3 Premium WATS III	\$.1525

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304 South State Street, Dover, Delaware 19901

---

**SECTION 4 - RATES AND CHARGES****4.1 Outbound Services (continued)****4.1.2 Switched Access Services Available To Residential Customers**

The usage rates are as follows:

Service	Rate Per Minute
J3 Residential 1+	\$.1625
J3 Premium MTS I	\$.1625
J3 Premium MTS II	\$.1625
J3 Premium MTS III	\$.1625

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304 South State Street, Dover, Delaware 19901



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SECTION 4 - RATES AND CHARGES

4.1 Outbound Services (continued)

4.1.3 Reserved For Future Use

---

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Effective:

by:

James G. Wagner, President  
304 South State Street, Dover, Delaware 19901

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**SECTION 4 - RATES AND CHARGES****4.1 Outbound Services****4.1.4 Dedicated Access Services**

The usage rates are as follows:

Service	Rate Per Minute
J3 Direct	\$ .1500

---

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304 South State Street, Dover, Delaware 19901

---

**SECTION 4 - RATES AND CHARGES****4.2 Inbound Services****4.2.1 Terminating Via Switched Access**

The usage rates are as follows:

Service	Rate Per Minute
J3 800	\$.1790

---

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---

**SECTION 4 - RATES AND CHARGES**

## 4.2 Inbound Services (continued)

## 4.2.2 Terminating Via Dedicated Access

The usage rates are as follows:

Service	Rate Per Minute
J3 Direct 800	\$.1500

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James G. Wagner, President  
304 South State Street, Dover, Delaware 19901

---

**SECTION 4 - RATES AND CHARGES****4.3 Calling Cards**

The usage rates are as follows:

Service	Rate Per Minute
J3 Business Calling Card	\$.2900
J3 Residential Calling Card	\$.2900

---

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James G. Wagner, President  
304 South State Street, Dover, Delaware 19901

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SECTION 4 - RATES AND CHARGES

4.4 Directory Assistance

The charge is \$.85 per call.

4.5 Restoration of Service Charges

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

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James G. Wagner, President  
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SECTION 4 - RATES AND CHARGES

4.6 Exemptions and Special Rates

4.6.1 Discounts for Hearing Impaired Customers

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll charges placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to a 5% discount on dialed calls using services which have no time-of-day pricing element. Those dialed calls using a service which has a time-of-day pricing element will receive a credit on a subsequent bill equal to applying the off-peak rate during all rate periods.

A telephone toll message placed via the relay service will receive a discount of fifty (50) percent of the time-sensitive element of the call. If either party is both hearing and visually impaired, the discount will be sixty (60) percent of the time-sensitive element of the call.

4.6.2 Directory Assistance for Handicapped Person

There is no charge for up to fifty (50) directory assistance calls per month for calls placed by handicapped persons. Such persons must contact the Company for credit on the bill.

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James G. Wagner, President  
304 South State Street, Dover, Delaware 19901

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James G. Wagner, President  
304 South State Street, Dover, Delaware 19901



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by:

James G. Wagner, President  
304 South State Street, Dover, Delaware 19901

**ATTACHMENT I**

MANAGERIAL CAPABILITY

Mr. James Wagner, President and founder of J3, Communications, Inc., was previously an independent contractor for various long distance carriers over the past three years. Before entering the telecommunications business, Mr. Wagner was a private options trader for four years on Wall Street trading with his own account as a principal. Mr. Wagner has a BS in Banking and Finance from Wilmington College.

Before joining J3, Communications, Inc. as Executive Vice President, Jack Feathers held various management positions in both the private and public sectors. Mr. Feathers experience includes three plus years in alternative channel sales and marketing with several long distance carriers. In addition, Mr. Feathers has twenty five years experience in the data automation and telecommunications arena with the Federal government and the State of Delaware. Mr. Feathers has a MBA and a BS in Business management from Wilmington College.

Mr. Ken Marlowe is Vice president. Prior to joining J3, Communications, Inc., Mr. Marlowe held various sales management positions at Allnet Communications and Frontier Communications over the past seven years. His experience has been in both direct field and alternative channel sales. Before joining Allnet, Mr. Marlowe held sales and management positions for four years with Pitney Bowes, Inc. in their mailing division. Mr. Marlowe also has several years experience in the banking and factoring business. Mr. Marlowe has a BS in Business Management from NYIT.

## **ATTACHMENT J**

### **TECHNICAL CAPABILITY**

J3 Communications, Inc. is a switchless reseller. All switching and transport is provided by the Florida certified underlying carrier.

**ATTACHMENT K**

**FINANCIAL CAPABILITY**

**CURRENT BALANCE SHEET**

**CURRENT INCOME STATEMENT**

**STATEMENT OF RETAINED EARNINGS  
(From Date of Incorporation)**

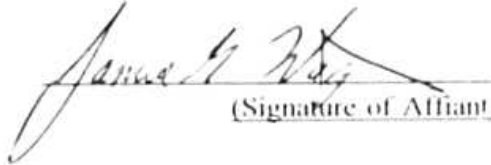
CERTIFICATION OF FINANCIAL STATEMENTS

OATH

STATE OF DELAWARE

COUNTY OF KENT

Personally appeared before the undersigned, an officer duly authorized to administer oaths, James G. Wagner who first being duly sworn, deposes and says that he is President of JB Communications, Inc., applicant in this application, that he has read the financial statements enclosed herein as ATTACHMENT K and knows the contents thereof, and that the statements made herein are true to the best of his knowledge and belief.

  
(Signature of Affiant)

Subscribed and sworn before me, this  
30 day of October,  
1996.

  
(Notary Public)

(Seal)

My Commission Expires Oct 10, 1999

J3 COMMUNICATIONS INCORPORATED  
OPENING BALANCE SHEET  
AS OF SEPTEMBER 30, 1996

ASSETS:

Current Assets:

Cash	203,988
Investments	250,500
Accounts Receivable	0
Notes Receivable	25,000
Total Current Assets	479,488

Fixed Assets:

Office Furniture & Equipment	15,000
Computer Equipment	28,655
Leasehold Improvements	0
Real Estate	0
Accumulated Depreciation	0

Net Fixed Assets 43,655

Other Assets:

Deposits	0
----------	---

TOTAL ASSETS 523,143

LIABILITIES AND EQUITY:

Current Liabilities:

Accounts Payable	0
Accrued Liabilities	0
Other Payables	0

Total Current Liabilities 0

Long Term Liabilities:

Notes Payable	0
---------------	---

Total Liabilities 0

Stockholders' Equity:

Common Stock	523,143
Retained Earnings - Current Year	0
Dividends Payable	0

Total Equity 523,143

TOTAL LIABILITIES AND EQUITY 523,143

J3 COMMUNICATIONS INCORPORATED  
 PROFIT & LOSS STATEMENT  
 AS OF SEPTEMBER 30, 1996

Gross Revenue :	
Telecommunications Services	0
Total Gross Revenue	0
Direct Expenses :	
Telemarketing	0
Total Direct Expenses	0
Gross Profit	0
Operating Expenses :	
Advertising & Promotion	0
Conferences	0
Dues And Fees	0
Equipment Rental	0
Insurance - General	0
Insurance - Health & Dental	0
Insurance - Worker's Comp	0
Legal And Accounting	0
Maintenance & Repairs	0
Meals & Entertainment	0
Miscellaneous	0
Office Expense & Supplies	0
Outside/Management Consultant	0
Payroll - Salaries	0
Payroll - Bonuses	0
Payroll - Taxes	0
Postage & Delivery	0
Printing & Copying	0
Rent	0
Subscriptions	0
Taxes & Licenses	0
Telephone	0
Travel	0
Total Operating Expenses	0
Operating Income	0
Other Income & Expense :	
Bank Charges	0
Depreciation	0
Interest Expense	0
Interest Income	0
Other Income	0
Total Other Income/Expense	0
Net Income (Loss) Before Income Tax	0



BJ COMMUNICATIONS INCORPORATED  
OPENING STATEMENT OF RETAINED EARNINGS  
AS OF JUNE 28, 1996

Opening Retained Earnings as of 6/28/96:	0
Total Retained Earnings:	0

DOCKET NO. 961330-TI  
J3 COMMUNICATIONS, INC.  
IXC CERTIFICATE  
FINANCIAL ANALYSIS  
ATTESTATION DONE

FROM UNAUDITED BALANCE SHEET

AS  
OF  
SEPTEMBER 30, 1996

CURRENT ASSETS	479,488
CURRENT LIABILITIES	0
CASH	203,988
COMMON EQUITY	523,143
TOTAL DEBT	0
TOTAL INVESTOR CAPITAL	523,143
COMMON EQUITY RATIO	100%
NET INCOME	0 *
RETURN ON EQUITY	0% *

\* DEVELOPMENT STAGE COMPANY

DUPLICATE

October 17, 1996

Mr. Walter D'Haeseleer  
Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399

*Handwritten notes:*  
10/17/96  
261-530-17  
of person's  
11/6/96

DEPOSIT TREAS. REC. STATE  
D397 NOV 07 '96

Dear Mr. D'Haeseleer:

Enclosed are the original and twelve (12) copies of J3 Communications, Inc.'s Application Form for Authority To Provide Interexchange Telecommunications Service Within The State of Florida. Please date-stamp and return the extra copy of the transmittal letter provided as proof of filing. An envelope with the return address and the appropriate postage is attached for this purpose. Also enclosed is a check for \$250 made payable to the Florida Public Service Commission to cover the filing fee.

Any questions regarding the Application or tariff should be referred to Todd Lowe, President, Visiology, Inc., 4960 Mountain View Parkway, Birmingham, Alabama 35244. Todd is our regulatory consultant and can be reached at (205) 980-8501.

Your assistance in this matter is greatly appreciated.

Sincerely,

*James G. Wagner*  
James G. Wagner  
President

Check received with filing and forwarded to fiscal for deposit.  
Fiscal to forward check to RA's with person's request.  
Initials of person who forwarded check.  
*AG*

Enclosures

DUPLICATE

# 5015  
\$ 250.00  
Jaf  
no postmark  
11/6/96

October 17, 1996

Mr. Walter D'Haeseleer  
Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399

DEPOSIT TREAS. REC. DATE  
11 5 96 NOV 07 '96

Dear Mr. D'Haeseleer:

Enclosed are the original and twelve (12) copies of J3 Communications, Inc.'s Application Form for Authority To Provide Interexchange Telecommunications Service Within The State of Florida. Please date-stamp and return the extra copy of the transmittal letter provided as proof of filing. An envelope with the return address and the appropriate postage is attached for this purpose. Also enclosed is a check for \$250 made payable to the Florida Public Service Commission to cover the filing fee.

Any questions regarding the Application or tariff should be referred to Todd Lowe, President, Visiology, Inc., 4960 Mountain View Parkway, Birmingham, Alabama 35244. Todd is our regulatory consultant and can be reached at (205) 980-8501.

Your assistance in this matter is greatly appreciated.

Sincerely,

/

Check received with filing and forwarded to fiscal for deposit. Fiscal to forward to bank of check

J3 COMMUNICATIONS, INC.  
304 S. STATE STREET  
DOVER, DELAWARE 19901

PNC BANK, DELAWARE  
WILMINGTON, DE

5015

62-8/311

10/30/96

PAY

TO THE ORDER OF Florida Public Service Commission

Two Hundred Fifty and 00/100

\$ \*\*250.00

DOLLARS

Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399

TWO SIGNATURES REQUIRED OVER \$20,000

*[Signature]*  
AUTHORIZED SIGNATURE

MEMO  
Florida Certification

[Redacted area]