

Meridian Telecom Corporation
141 South Central Avenue, Suite 300, Hartsdale, New York 10530-2319
302 Legends Way, Woodstock, Georgia 30189

ORIGINAL FILE COPY

November 9, 1996

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



961383-72

Dear Mr. D'Haeseleer:

Enclosed are the original and twelve (12) copies of Meridian Telecom Corporation'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.

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____ Sincerely,
- LEG _____
- LIN _____
- OPC _____ Enclosures
- RCH _____
- SEC _____
- WAS _____
- OTH _____

Stephen Scheerer
President

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

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION
101 E. Gains Street
Fletcher Building
Tallahassee, Florida 32399-0866

ORIGINAL
FILE COPY

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

Instructions

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

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

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

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

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:

Meridian Telecom Corporation

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

Meridian Telecom Corporation

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

302 Legends Way, Woodstock, Georgia 30189

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

NONE

6. Structure of organization;

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Corporation |
| <input type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Other, _____ | |

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: will be late filed

- (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, AL 35244
(205) 980-8501**

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

**Carol Scheerer
302 Legends Way, Woodstock, Georgia 30189
(770) 926-5512**

(c) Tariff;

Todd Lowe. See (a) above.

(d) Complaints/ Inquiries from customers;

Carol Scheerer. See (b) above.

10. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

None.

(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 Arkansas, California, Connecticut, Indiana, Kentucky, Nebraska, Nevada, North Carolina, Oregon, South Carolina, and Wisconsin.

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

The Applicant has the authority to resell telecommunications in the states of Iowa, Michigan, Montana, New Jersey, New York, Utah, and Virginia.

(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 H.

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:

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

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

See Attachment G.

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 direct billing and LEC billing.

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 H.

**** 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.

Stephen Scheerer

Typed name and signature of owner
or chief officer

November 9, 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

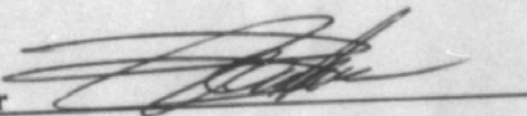
NOT APPLICABLE

****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.)

Stephen Scheerer 

Typed name and signature of
Owner or Chief officer

President

Title

November 9, 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 Meridian any intra-EAEA calls placed over switched access lines.

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

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

Stephen Scheerer

Typed name and signature of
Owner or Chief officer

President

Title

November 9, 1996

Date

****APPENDIX D****

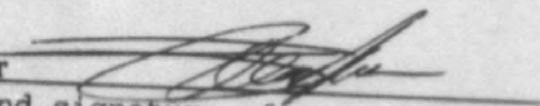
FLORIDA TELEPHONE EXCHANGES

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).

Stephen Scheerer 

Typed Name and signature of
Owner/Chief Officer

President _____

Title

November 9, 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

Meridian Telecom Corporation Officers, Directors, & Shareholders		
Name/Title	Address	Shares %
Paul Graham	2A-23 Jeanette Street Danbury, Connecticut 06811	19.6%
Lawrence Rabine, Secretary	78 Langdon Avenue Dobbs Ferry, New York 10522	20.0%
JoAnn Sabato		00.5%
Carol Scheerer	302 Legends Way Woodstock, Georgia 30189	29.9%
Stephen Scheerer, President		30.0%

ATTACHMENT G

EXPLANATION OF SALES COMMISSIONS

The Company's services will be sold by independent sales agents selected and trained by the company. These agents will earn sales commissions. From time to time, the Company may offer its sales agents contests or other award programs.

ATTACHMENT H

PROPOSED TARIFF

MERIDIAN TELECOM CORPORATION

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of long distance telecommunications services provided by Meridian Telecom Corporation with principal offices at 302 Legends Way, Woodstock, Georgia 30189. 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.

Issued: November 9, 1996

Effective:

Stephen Scheerer, President
302 Legends Way, Woodstock, Georgia 30189

CHECK SHEET

Sheets 1 through 99 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.

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Effective:

Stephen Scheerer, President
302 Legends Way, Woodstock, Georgia 30189

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302 Legends Way, Woodstock, Georgia 30189

Effective:

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302 Legends Way, Woodstock, Georgia 30189

CHECK SHEET (continued)

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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 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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Effective:

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302 Legends Way, Woodstock, Georgia 30189

TARIFF FORMAT

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

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

Billing Level: Billing Level is calculated using the Applicant's or Customer's most recent long distance telephone bill. Billing Level is the sum of the Applicant's or Customer's interstate, intrastate, and international minutes of use for all ANIs or trunk groups to be provisioned via a service offered by the Company. For Customers with multiple locations, the minutes of use for each location to be billed under a single bill will be included in the calculation to determine the Billing Level. If the Customer's traffic volume varies significantly from month-to-month, the Customer may determine Billing Level by averaging several months' bills. The Company reserves the right to require the Applicant to provide the Company a copy of the long distance telephone bill(s) used in calculating the Billing Level.

Business Affinity Group: A Business Affinity Group is a trade association representing business entities or individuals within an industry, profession, or business classification, or a commercial organization with affiliated franchises, independent agents, independent distributors, business in common or other multiple commercial representatives (e.g. an entity providing a reservation system and its users, an entity and its major suppliers, an entity and its independent dealerships, a service entity and the business to which it provides services under contract), a professional trade association representing state associations, or a buying group not organized for the purpose of qualifying for the discounts provided for herein. Unless otherwise specified in this Tariff or in the agreement with the Business Affinity Group, Customers who subscribe to service under this agreement are not entitled to any promotional discounts or credits described elsewhere in this tariff and their usage of the services under the agreement cannot be used to qualify for any other benefits under this Tariff or under contractual arrangements between the Company and third parties who have subscribed to service through the Affinity Group and later cease to be members.

Business Customer: A Business Customer is a Customer who subscribes to the Company's service(s) in the name of business, trade, or profession.

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

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Stephen Scheerer, President
302 Legends Way, Woodstock, Georgia 30189

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

CDR: CDR stands for Call Detail Record.

CLEC: CLEC stands for Competitive Local Exchange Carrier and is any carrier or reseller offering local exchange telecommunications services other than the LEC.

Company: Company refers to Meridian Telecom Corporation

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

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

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

Dedicated Access: If a Customer's location has a direct path to the long distance network of the DUC or the Company's switch, it is considered Dedicated Access. When Dedicated Access is required to access the Company's Services, the Customer is responsible for obtaining access. In telecommunications terminology, this is also referred to as special access.

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.

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Stephen Scheerer, President
302 Legends Way, Woodstock, Georgia 30189

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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 because, for example, the facility is associated with a Switched Access service that is subject to carrier common line charges.

Extended Area: For the purpose of this Tariff, the Extended Area is Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

Inbound Service: 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) NXX-XXXX, which terminates at the Customer's location.

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.

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.

MOU: MOU stands for Minutes Of Use.

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).

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

NPA: NPA literally stands for Numbering Plan Area but is more commonly referred to as an area code.

NXX: NXX is the first three digits of the Customer's telephone number. N is a number between 2 and 9. X is a number between 0 and 9.

PBX: PBX stands for Private Branch Exchange.

Person-to-Person: A Person-to-Person call is any call whereby the person originating a call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant. Person-to-Person calls are provided by an operator.

PIC: PIC stands for Primary Interexchange Carrier.

PIN: PIN stands for Personal Identification Number which is a unique number assigned for the purpose of accessing calling card or Prepaid Calling Card service(s).

Point-of-Sale: Point-of-Sale is the location at which the Cardholder purchases the Prepaid Calling Card.

POP: POP is an acronym for Point-of-Presence and is the central office of the DUC where the LEC or ALEC hands off the traffic of the Company's Customers or where the T-1.5 digital facility interconnects with the DUC's POP or the Company's switch.

Postalized: The United States Post Office charges a flat rate irrespective of how far it carries the mail within the country. Postalized services are services whose rates are structured so that they are not distance sensitive but depend on other factors such as the duration of the call.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

Primary Interexchange Carrier: Primary Interexchange Carrier is the long distance company to which traffic from a given location is automatically routed when dialing 1+ in equal access areas. The Primary Interexchange Carrier is identified by a code number which is assigned by the local telephone company to the telephone numbers of all the subscribers to that carrier to ensure the calls are routed to the correct company.

PSC: PSC is an acronym for Public Service Commission.

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

Residential Affinity Group: A Residential Affinity Group is a group with a common employer whose employer agrees to meet a specific set of criteria within twelve (12) months of undertaking to qualify as an Affinity Group and thereafter maintains them, the alumni of a college, university, or other institution of higher learning who are members of an association, individuals who are members of any organization or association (e.g. a professional association, non-profit organization, or buying club) where the organization or association agrees to meet a specific set of criteria within twelve (12) months of undertaking to qualify as an affinity group and thereafter maintains them. Unless otherwise specified in this Tariff or in the agreement with the Residential Affinity Group, Customers who subscribe to service under this agreement are not entitled to any promotional discounts or credits described elsewhere in this Tariff and their usage of the services under the agreement cannot be used to qualify for any other benefits under this Tariff or under contractual arrangements between the Company and third parties who have subscribed to service through the affinity group and later cease to be members.

Issued: November 9, 1996

Stephen Scheerer, President
302 Legends Way, Woodstock, Georgia 30189

Effective:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Residential Customer: A Residential Customer is a Customer who subscribes to the Company's service(s) in a non-business, trade, or professional name.

Service Platform: The Service Platform is the proprietary technology and associated computer equipment that is used in conjunction with Prepaid Calling Card service(s).

State: State refers to the State of Florida.

Station-to-Station: For the purposes of this Tariff, Station-to-Station is any operator handled call which is not a Person-to-Person call.

Switched Access: If the Customer's location has a transmission line that is switched through the LEC or ALEC to reach the long distance network of the DUC or the Company's switch, the access is Switched Access.

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

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

This Tariff contains the description, regulations, and rates applicable to intrastate telecommunications service offered by Meridian Telecom Corporation with principal offices located at 302 Legends Way, Woodstock, Georgia 30189. The Company resells the services of the DUC. 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 from the Company or the DUC, the Company's ability to fulfill the order, and the provisions of this Tariff. The Company reserves the right, without incurring liability, to refuse to provide service to or from any location where the necessary facilities and/or equipment are not available or from any location where the necessary state regulatory approvals have not been obtained.

2.2.2 Calls that may not be completed using the Company's Prepaid Calling Card service include directory assistance service, operator services, busy line verification service, interruption service, calls requiring time and charges, air-to-ground calls, marine/satellite calls, and calls placed via dialing a 700, 800/888, or 900 number.

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

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

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

- (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, Cardholder's, or End User's misuse of the DUC's network or the Company's switching equipment; or
- (E) Customer's, Cardholder's, or End User's use of the DUC's network or the Company's switch 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.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

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

- Insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, or pre-arranged account code numbers; or,
- Non-payment of any sum for telephone service owed the Company after five (5) days notice; or
- Failure to pay for or provide assurances of, or security for, the payment of the Company's charges after five (5) days notice as per Section 2.8.1 and 2.8.2 of this Tariff.

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

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.7 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.

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

2.2.9 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.

2.2.10 The Company reserves the right to change DUCs at any time.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

- 2.2.11 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. In case of refusal to establish service, the Company shall notify the applicant in writing of the reason for such refusal.
- 2.2.12 The availability of 800/888 numbers from the Company is limited by the Company's ability to obtain 800/888 numbers from the DUC.
- 2.2.13 All Switched Access services are only available in equal access areas. All Dedicated Access services are available anywhere in the United States where the Company has obtained the appropriate regulatory approval if required. Calling card and Prepaid Calling Card calls may originate anywhere in the United States, Puerto Rico, or the Virgin Islands.
- 2.2.14 The selection of the DUC is made by the Company.
- 2.2.15 If the Customer dials 0+ the called number, the calling card number, and the associated PIN, the call will be completed by the DUC. However, the Customer will be billed by the DUC at the rate in the DUC's tariff.
- 2.2.16 For inbound services, the Customer may select to receive calls from the (1) U.S. Mainland; (2) United States; or (3) United States, Puerto Rico, and Virgin Islands. The Customer may further restrict the receipt of inbound calls from within the United States by area code, LATA, NPA-NXX, or by RBOC territory.
- 2.2.17 All services provided according to this Tariff are intrastate add-on services available from the Company only if the Customer subscribes to the Company's Comparable interstate service offering or interstate promotional offering. Intrastate service is not sold on a stand-alone basis.

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 2.3.16 of this Tariff and that arises in connection with the provision of service to Customer.

2.3.1 The Company will not be liable for:

- (A) Failure or delay in the delivery of ordered Prepaid Calling Cards.
- (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.
- (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.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.1 (continued)

- (F) 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.
- (G) Any action, such as blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unlawful use of its service. 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.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

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

2.3.3 If the Company issues a Prepaid Calling Card and the PIN will not access the Company's Service, the Company's sole liability will be the manufacturing and shipping costs associated with replacing such cards. This obligation is exclusive and is in lieu of all other warranties, express or implied, including but not limited to, any warranty of merchantability or fitness for a particular purpose. In no event will the Company be liable for special or consequential damages arising from the relationship or the conduct of business contemplated herein.

2.3.4 If Company chooses to subcontract the printing of the Prepaid Calling Cards, Company cannot be held liable for delays of delivery or any other problem(s) that are directly related to the subcontractor.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

- 2.3.5 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.
- 2.3.6 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.
- 2.3.7 The Company may rely on CAPS, CLECs, LECs, DUCs, or other third parties to provide a portion of the Company's service.
- 2.3.8 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.
- 2.3.9 Under no circumstances whatsoever will the Company or its officers, agents, or employees be liable for indirect, incidental, special or consequential damages.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.10 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.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

- 2.3.11 The Company will use its best efforts to provide competent services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide service to its Customers, Cardholders, or End Users; negligent or defective services to Customers, Cardholders, or End Users; equipment, computer, network, or electrical malfunctions or any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.
- 2.3.12 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.
- 2.3.13 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of providing Service hereunder, where such damages were not caused by the Company's willful misconduct, will in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect occurred. The Company shall not be liable for damages caused by the negligence or willful misconduct of the Customer.

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.

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.

SECTION 2 - RULES AND REGULATIONS

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 CLEC, LEC, or CAP or any other authorized access provider for the Dedicated Access arrangements selected by the Customer for the provisioning of certain Company services.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

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

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

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 (continued)

- (D) Violation by Customer of any other literary, intellectual, artistic, dramatic, or musical right.
- (E) Violations by Customer of the right to privacy.
- (F) Any other claims whatsoever relating to or arising from message content or the transmission thereof.
- (G) All other claims arising out of any act or omission of the Customer in connection with service provided by the Company.
- (H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision of service, where such loss, claim, demand, suit, action, or liability is not the direct result of the Company's negligence or willful misconduct.
- (I) All lost or stolen calling cards or Prepaid Calling Cards.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 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 a Prepaid Calling Card has a customized design, the design will be subject to the Company's review and approval, in the Company's sole discretion. The Company will deliver to the Customer a prototype of a customized Prepaid Calling Card. The Customer will advise the Company, in writing, of its approval of, or request for revisions of, such prototype prior to the Company's fulfillment of the Customer's order. Any such requested revisions to the customized design will be subject to the Company's approval. The Customer is responsible for all costs incurred by the Company in manufacturing a customized Prepaid Calling Card.
- 2.5.4 Upon the Customer's receipt of Company Prepaid Calling Cards, the Customer will assume all risk of loss or misuse of such Prepaid Calling Cards.
- 2.5.5 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.
- 2.5.6 The Customer is responsible for payment of all charges for Company service(s) regardless of whether the Customer's facilities were fraudulently used.

SECTION 2 - RULES AND REGULATIONS

2.6 Obligations of a Reseller

- 2.6.1 In addition to the obligations contained in Section 2.5 of this Tariff, the obligations contained in Sections 2.6.2 through 2.6.12 of this Tariff apply to Customers that are Resellers. 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.
- 2.6.2 In addition to the other provisions in this Tariff, Resellers will be responsible for securing and maintaining a Certificate of Public Convenience and Necessity as an interexchange carrier 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 of 1934, as amended; the Telecommunications Act of 1996; and the rules, regulations, and decisions of the F.C.C.
- 2.6.3 If the Customer resells services, the Reseller is responsible for providing all billing, collection, and customer service functions under its own name for all of its Customers, including resolving any unauthorized presubscription disputes.
- 2.6.4 The Reseller will secure and maintain a signed copy of the "letter of agency" from the end user which defines the relationship between the end user and the Reseller.
- 2.6.5 The Reseller will assume all responsibility for PIC disputes and complaints with the local exchange carriers.

SECTION 2 - RULES AND REGULATIONS

2.6 Obligations of a Reseller (continued)

2.6.6 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 IXC. 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.

2.6.7 The Reseller must agree to all credit and collection requirements established by the Company.

2.6.8 The Reseller must assume all risk bad debt.

SECTION 2 - RULES AND REGULATIONS

2.6 Obligations of a Reseller (continued)

- 2.6.9 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).
- 2.6.10 The Reseller must use their own product names which do not identify the Company's services and will refrain from using the Company's name in pre-sale activities.
- 2.6.11 Resellers will be responsible for paying all taxes, surcharges, and fees based upon the taxing jurisdiction's rules and regulations.
- 2.6.12 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 Reseller nor result in a joint offering to third parties.

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SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Service

2.7.1 General

To obtain service other than the Company's Prepaid Calling Card service, the Applicant must sign a letter of agency. The Applicant must also establish credit satisfactory to the Company as provided in Section 2.7.2.

2.7.2 Establishment of Credit

(A) Applicant

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

(B) Customer

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

2.8 Customer Deposits

The Company will not collect deposits for intrastate service.

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SECTION 2 - RULES AND REGULATIONS

2.9 Payment For Services

2.9.1 General

The billing period is one month. Invoices are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. Charges may be assessed for unbilled traffic up to two years in arrears.

2.9.2 Methods Of Payment

The Company utilizes two billing options. They include direct billing and LEC billing. See Section 3 of this Tariff for a description of services and the billing methods available under each service offering.

(A) Direct Billing By Company Or Authorized Billing Agent

- .1 Bills are sent to the current billing address no later than thirty (30) days following the close of billing. Call detail is included with the bill. The due date is disclosed on the bill. Payment in full is due within fifteen (15) days of the invoice date on the bill. Charges are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, electronic wire transfer, or by automatic withdrawal from Customer's checking or savings account. Customer may also pay via Credit Card. Checks should be made payable as named on the bill and should be sent to the address as listed on the bill.
- .2 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.

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SECTION 2 - RULES AND REGULATIONS

2.9 Payment For Services (continued)

2.9.2 Method Of Payment (continued)

(A) Direct Billing By Company Or Authorized Billing Agent

- .3 With Credit Card billing, the charges for services provided by the Company are billed on the Customer's designated and approved Credit Card bill. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company.
- .4 If the Customer utilizes electronic fund transfer, Customer arranges for the charges for services provided by the Company to be transferred from the Customer's designated checking or saving account into the Company's bank account designated by the Company for this purpose.
- .5 If the Customer utilizes automatic withdrawal, the Customer arranges for the charges for services provided by the Company to be automatically transferred from the Customer's designated checking account at an approved financial institution into the Company's bank account designated by the Company for this purpose. If at the time the Company issues an automatic withdrawal request to the bank, the withdrawal is rejected by the bank, the Company may assess a insufficient funds charge of \$20.00.
- .6 If a Customer subscribing to a service that is direct billed is late in paying its bill for two consecutive months, direct payment will no longer be available as a payment option. In order to continue service, the Customer must choose between Credit Card billing, automatic withdrawal from checking or savings account, or LEC billing.

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SECTION 2 - RULES AND REGULATIONS

2.9 Payment For Services (continued)

2.9.2 Method Of Payment (continued)

(B) LEC Billing

With LEC billing, the Customer's charges for the Company's services are billed with the Customer's bill for local service. Call detail is included with the bill. 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.

2.9.3 Payment for Prepaid Calling Card Usage

All charges for Prepaid Calling Card services must be paid in advance. No Prepaid Calling Card PIN will be activated until payment, in U. S. Dollars and in full, has been received by the Company. If the Customer pays via check, the PIN is activated after the check clears the bank.

2.9.4 Past Due Payments

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.

2.9.5 Return Check Charge

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

SECTION 2 - RULES AND REGULATIONS

2.10 Customer Service

2.10.1 General

Customer Service may be contacted in writing at 302 Legends Way, Woodstock, Georgia 30189.

2.10.2 Customers Subscribing to Prepaid Calling Card Service

Customers may contact a Customer Service Representative by dialing a toll-free 800/888 number. The toll-free 800/888 number is listed on the Prepaid Calling Card. Customer service representatives are available 8:00 AM to 5:00 PM eastern time Monday through Friday excluding holidays. After hours and on holidays, calls go to a voice mail system. If the call is not an emergency, the call will be returned the next business day. If the call is an emergency, the Customer may page the on-call Customer Service Representative.

2.10.3 Customers Subscribing to All Other Services

(A) Customers may contact customer service by dialing a toll-free 800/888 number. Customer Service Representatives are available 8:00 AM to 5:00 PM eastern time Monday through Friday excluding holidays. After hours and on holidays, calls go to a voice mail system. If the call is not an emergency, the call will be returned the next business day. If the call is an emergency, the Customer may page the on-call Customer Service Representative.

SECTION 2 - RULES AND REGULATIONS

2.10 Customer Service (continued)

2.10.3 Customers Subscribing to All Other Services (continued)

(B) The Company maintains two toll-free numbers. One 800 number is for Customers that are direct billed by the Company or the Company's authorized billing agent. The second toll-free 800/888 is for billing inquiries or billing disputes from Customers that are LEC billed. The toll-free 800/888 number is listed on the Customer's bill. For billing inquiries or billing disputes, Customer Service Representatives are available 8:00 AM to 5:00 PM eastern time Monday through Friday excluding holidays. After hours and on holidays, calls go to a voice mail system. The call will be returned the next business day.

2.10.4 Billing Disputes

Disputes with respect to charges must be presented to the Company in writing within sixty (60) calendar days from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer. Written responses must be sent to the Company's customer service organization as per Section 2.10.1 of this Tariff. If the Customer is not satisfied with the Company's resolution of a billing inquiry or a billing dispute, the Customer may make application to the Commission for review and disposition of the matter.

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SECTION 2 - RULES AND REGULATIONS

2.11 Cancellation By Customer

2.11.1 General

Except for Prepaid Calling Card service and service(s) 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 of this Tariff.

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 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 in a separate mailing and mailed first class or some type of express over night delivery. 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.

2.13 Timing of Calls

Timing for all 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 for all calls ends when one of the parties disconnects from the call. There are no billing charges applied for incomplete calls. On person-to-person calls, chargeable time begins when connection is established between the calling person and the particular person or station specified or an agreed alternate. If the End User of a calling card or a Prepaid Calling Card uses the conference calling feature of the Prepaid Calling Card, the third leg of the call is timed separately. Timing of the third leg of the call begins when the called station answer and terminates when the called station hangs up.

SECTION 2 - RULES AND REGULATIONS

2.14 Rate Periods

2.14.1 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 schedule for that call. The rate periods shown below apply. All times shown are local time at the calling station in case of an outbound call and at the called station in case of an inbound call.

2.14.2 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

2.14.3 Peak and Off-Peak

The peak rate period is 7:00 AM to but not including 7:00 PM, Monday through Friday. The off-peak rate period is all other times.

2.14.4 Standard and Discount

The standard rate period is 8:00 AM to but not including 5:00 PM, Monday through Friday. The discount rate period is all other times.

SECTION 2 - RULES AND REGULATIONS

2.15 Initial and Additional Period

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 a billing increment are rounded up to the next higher increment.

2.16 Changes to Service Offerings

The Company reserves the right to add, change, or delete DUCs at any time.

2.17 Determining Rate In Effect

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. 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.

SECTION 2 - RULES AND REGULATIONS

2.18 Holiday Rates

Holiday rates apply to the following services:

- Alliance Choice
- Alliance Choice Plus
- Victory Choice
- Victory Choice Plus
- Meridian Time Line
- Meridian Time Line Plus
- Operator Toll Assistance

The term Holiday denotes all the following holidays:

- New Year's Day#
- Independence Day#
- Labor Day
- Thanksgiving Day
- Christmas Day#
- President's Day*

For services with a day, evening, and night rate period, the evening rate applies on a holiday unless a lower rate would normally apply. For services with a peak and off-peak rate period, the off-peak rate applies on a holiday unless a lower rate would normally apply. If the holiday is followed by "**", the holiday applies to Federally observed day only. If the holiday is followed by "#", the following rules apply. When this holiday falls on a Sunday, the holiday is observed on the following Monday. When this holiday falls on a Saturday, the holiday is observed on the preceding Friday.

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SECTION 2 - RULES AND REGULATIONS

2.19 Rounding

The usage charges for each completed call during a billing month will be computed. If the charge includes a fraction of a cent of \$.005 or more, the fraction is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent.

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SECTION 2 - RULES AND REGULATIONS

2.20 Taxes

2.20.1 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.

2.20.2 Prepaid Calling Card Services

The rate per unit indicated in Section 4 of this Tariff is inclusive of all surcharges, taxes, and fees except for Point-of-Sale ("sales") taxes.

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SECTION 2 - RULES AND REGULATIONS

2.20 Taxes (continued)

2.20.3 All Other Services

- (A) 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 or Section 6 of this Tariff.

- (B) In order to be granted 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. 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.

2.21 Restoration of Service

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

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SECTION 2 - RULES AND REGULATIONS

2.22 Interruption of Service

2.22.1 Recurring Monthly Charges

No credit for recurring monthly charges will be issued for outages less than twenty-four (24) hours in duration. For Customers with service subject to a monthly recurring charge, service interruptions of greater than twenty-four (24) 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.

2.22.2 Prepaid Calling Card Calls

Credits will not be issued for cut-off, poor transmission, or wrong number.

2.22.3 All Other Usage Sensitive Services

Credit allowances for the interruption of usage sensitive service are subject to the general liability provisions set forth in Section 2.3.13 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

2.23 Term Plans

2.23.1 Customer Cancels Term Plan

If prior to the expiration of the term plan the Customer cancels the term plan, the Company will bill and the Customer will pay an early termination penalty. To determine the amount of the early termination penalty, multiply 20% times the average monthly usage times the total number of months covered under the term plan agreement.

2.23.2 Expiration of Term Plan

No later than sixty (60) days prior to the expiration date of a term plan agreement, the Company may give notice to the Customer or the Customer may give notice to the Company of its intent to discontinue service under the conditions of the term plan agreement. If neither the Customer or the Company provides such notice, the term plan will automatically renew for one year.

SECTION 2 - RULES AND REGULATIONS

2.24 Fraud Control

2.24.1 General

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, certain countries, 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.

2.24.2 Prepaid Calling Card Services

(A) Prior to Activation of PIN

- .1 The Company determines when the PIN will be activated. To help control fraud, the PIN may not be activated until the Cardholder's first utilization of the PIN.
- .2 If the Customer notifies the Company that a particular Prepaid Calling Card has been lost or stolen prior to the activation of its PIN, the Company will use its best efforts to ensure that such PIN is not activated.

(B) After Activation of PIN

Only one call per Prepaid Calling Card account will be processed at any given time.

SECTION 2 - RULES AND REGULATIONS

2.24 Fraud Control (continued)

2.24.3 Calling Card Services

If the Company or the DUC learn of possible fraudulent use of any of the Company's calling card services, the Company will make an effort to contact the Customer, but service may be terminated or blocked without notice and without liability to the Company.

SECTION 2 - RULES AND REGULATIONS**2.25 Determination of Airline Mileage**

For the purpose of determining airline mileage, vertical and horizontal grid lines have been established across the state. The spacing between adjacent vertical grid lines and between horizontal grid lines represents a distance of one coordinate unit. The unit is the square root of 0.1, expressed in airline miles. A vertical (V) and a horizontal (H) coordinate is computed for each rate center from its latitude and longitude location by use of appropriate map-projection equations. A pair of V&H coordinates locates a rate center, for determining airline mileage, at a particular intersection of an established vertical grid line with an established horizontal grid line. The distance between any two rate centers is the airline mileage computed as explained as follows.

2.25.1 Mileage Calculation

- (A) Obtain the "V" and "H" coordinates for each rate center.
- (B) Obtain the difference between the "V" coordinates of the two rate centers. Obtain the difference between the "H" coordinates. The difference is always obtained by subtracting the smaller coordinate from the large coordinate.
- (C) Divide each of the differences in B preceding by three, rounding each quotient to the nearer integer.
- (D) Square these two integers and add the two squares. If the sum of the squares is greater than 1777, divide the integers obtained in C preceding by three and repeat Step D. Repeat this process until the sum of the squares obtained in Step D is less than 1778.

SECTION 2 - RULES AND REGULATIONS

2.25 Determination of Airline Mileage (continued)

2.25.1 Mileage Calculation (continued)

- (E) The number of successive division by three in Steps C and D determines the value of "N". Multiply the final sum of the two squares obtained in Step D by the multiplier specified in the following table for the value of "N" preceding.

N	Multiplier	Minimum Rate Mileage
1	0.9	-
2	8.1	41
3	72.9	121
4	656.1	361
5	5,904.9	1,081
6	53,144.1	3,241

- (F) Obtain square root of product in E preceding and with any resulting fraction, round up to the next higher integer. This is the message rate mileage except that when the mileage so obtained is less than the minimum rate mileage show in E preceding, the minimum rate mileage corresponding to the "N" value is applicable.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Commercial Services

3.1.1 Corporate Plan

(A) Description of Service

The Corporate Plan (See tariff Sheets 81 and 83) is a combination inbound and outbound, postalized long distance pricing plan. The initial period is eighteen (18) seconds or fraction thereof. The additional period is each six (6) seconds or fraction thereof. Customers subscribing to the Corporate Plan will be direct billed by the Company or its authorized billing agent.

(B) Term Plans

The Customer may subscribe to the Corporate Plan under a no term, 1 year, or 2 year term plan. Customers subscribing to the service under a no term agreement are billed under the basic billing option. Customers that subscribe to the service under a 1 year or 2 year term plan are billed under management features billing option.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Commercial Services (continued)

3.1.1 Corporate Plan (continued)

(C) Rate Plans (continued)

.1 Corporate Basic I

Corporate Basic I is available to Business Customers (1) that utilize Switched Access to reach the long distance network of the DUC, and (2) that request to be provisioned under this service. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule B of this Tariff.

.2 Corporate Basic II

Corporate Basic II is available to Business Customers (1) that utilize Switched Access to reach the long distance network of the DUC; (2) that request to be provisioned under this service; and (3) whose Billing Level is at least \$100. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule B of this Tariff.

.3 Corporate Basic III

Corporate Basic III is available to Business Customers (1) that utilize Switched Access to reach the long distance network of the DUC; (2) that request to be provisioned under this service; and (3) whose Billing Level is at least \$250. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule B of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Commercial Services (continued)

3.1.1 Corporate Plan (continued)

(C) Rate Plans (continued)

.4 Corporate Preferred I

Corporate Preferred I is available to Business Customers (1) that utilize Switched Access to reach the long distance network of the DUC; (2) that request to be provisioned under this service; and (3) whose Billing Level is at least \$500. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule B of this Tariff.

.5 Corporate Preferred II

Corporate Preferred II is available to Business Customers (1) that utilize Switched Access to reach the long distance network of the DUC; (2) that request to be provisioned under this service; and (3) whose Billing Level is at least \$1,000. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule D of this Tariff.

.6 Corporate Elite I

Corporate Elite I is available to Business Customers (1) that utilize Switched Access to reach the long distance network of the DUC; (2) that request to be provisioned under this service; and (3) whose Billing Level is at least \$5,000. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule D of this Tariff.

.7 Corporate Elite II

Corporate Elite II is available to Business Customers (1) that utilize Switched Access to reach the long distance network of the DUC; (2) that request to be provisioned under this service; and (3) whose Billing Level is at least \$10,000. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule D of this Tariff.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Commercial Services (continued)

3.1.2 Decision Plan

(A) Description of Service

The Decision Plan (See tariff Sheets 82 and 84) is a combination inbound and outbound, postalized long distance pricing plan available to Business Customers (1) that utilize Dedicated Access to reach the long distance network of the DUC, and (2) that request to be provisioned under this service. The initial period is eighteen (18) seconds or fraction thereof. The additional period is each six (6) seconds or fraction thereof. Customers subscribing to the Decision Plan will be direct billed by the Company or its authorized billing agent.

(B) Term Plans

The Customer may subscribe to the Decision Plan under a no term, 1 year, or 2 year term plan. Customers subscribing to the service under a no term agreement are billed under the basic billing option. Customers that subscribe to the service under a 1 year or 2 year term plan are billed under management features billing option.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Commercial Services (continued)

3.1.2 Decision Plan (continued)

(C) Rate Plans

.1 Decision Basic I

Decision Basic I rates apply to Customers whose Billing Level is at least \$2,000. For rates and charges, see Sections 4.2 and 4.4, Rate Schedule B of this Tariff.

.2 Decision Basic II

Decision Basic II rates apply to Customers whose Billing Level is at least \$3,000. For rates and charges, see Sections 4.2 and 4.4, Rate Schedule B of this Tariff.

.3 Decision Preferred I

Decision Preferred I rates apply to Customers whose Billing Level is at least \$4,000. For rates and charges, see Sections 4.2 and 4.4, Rate Schedule B of this Tariff.

.4 Decision Preferred II

Decision Preferred II rates apply to Customers whose Billing Level is at least \$5,000. For rates and charges, see Sections 4.2, Rate Schedule D of this Tariff. For rates and charges, see Sections 4.2 and 4.4, Rate Schedule D of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Commercial Services (continued)

3.1.2 Decision Plan (continued)

(C) Rate Plans

.5 Decision Elite I

Decision Elite I rates apply to Customers whose Billing Level is at least \$8,000. For rates and charges, see Sections 4.2 and 4.4, Rate Schedule D of this Tariff.

.6 Decision Elite II

Decision Elite II rates apply to Customers whose Billing Level is at least \$10,000. For rates and charges, see Sections 4.2 and 4.4, Rate Schedule D of this Tariff.

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SECTION 3 - DESCRIPTION OF SERVICES

3.2 Affinity Services

3.2.1 Victory Program

The Victory Program (See tariff Sheets 81 and 83) is a combination inbound and outbound, long distance pricing plan available to members of an Affinity Group with a total membership of at least 2,500 members. To qualify for any of the rate plans available under the Victory Plan, a minimum of 250 members of the Affinity Group must subscribe to one or more of the Company's service offerings at the time the Company's services are initially offered to the membership of the Affinity Group. With the Victory Program, charges for long distance calls will be billed by the Customer's LEC with the LEC's bill for local services for all Customer bills where the total bill is less than \$100. If in any billing month, the total amount of the bill is \$100 or more, the Company will direct bill the customer.

Each of the services available under the Victory Program have two Rate Plans. If the Affinity Group Organizer selects Rate Plan 1, the Customer is billed a monthly recurring charge plus the usage charge. The initial period is thirty (30) seconds or fraction thereof, and the additional period is each six (6) seconds or fraction thereof. If the Affinity Group Organizer selects Rate Plan 2, the Customer is billed a usage charge without a monthly recurring charge. The initial period is one (1) minute or fraction thereof, and the additional period is each one (1) minute or fraction thereof.

(A) Victory Choice

Victory Choice is available to members of an Affinity Group with a total membership of at least 2,500 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule M of this Tariff.

(B) Victory Choice Plus

Victory Choice Plus is available to members of an Affinity Group with a total membership of at least 2,500 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule M of this Tariff.

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SECTION 3 - DESCRIPTION OF SERVICES

3.2 Affinity Services (continued)

3.2.1 Victory Program (continued)

(C) Victory Elect

Victory Elect is available to members of an Affinity Group with 500 -2,500 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule B of this Tariff.

(D) Victory Preferred

Victory Preferred is available to members of an Affinity Group with 2,500 - 10,000 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule B of this Tariff.

(E) Victory Select

Victory Select is available to members of an Affinity Group with 10,000 - 50,000 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule D of this Tariff.

(F) Victory Premier

Victory Premier is available to members of an Affinity Group with 50,000 - 250,000 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule D of this Tariff.

(G) Victory Elite

Victory Elite is available to members of an Affinity Group with a total membership of 250,000 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule D of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Commercial Services

3.1.1 Corporate Plan

(A) Description of Service

The Corporate Plan (See tariff Sheets 81 and 83) is a combination inbound and outbound, postalized long distance pricing plan. The initial period is eighteen (18) seconds or fraction thereof. The additional period is each six (6) seconds or fraction thereof. Customers subscribing to the Corporate Plan will be direct billed by the Company or its authorized billing agent.

(B) Term Plans

The Customer may subscribe to the Corporate Plan under a no term, 1 year, or 2 year term plan. Customers subscribing to the service under a no term agreement are billed under the basic billing option. Customers that subscribe to the service under a 1 year or 2 year term plan are billed under management features billing option.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Commercial Services (continued)

3.1.1 Corporate Plan (continued)

(C) Rate Plans (continued)

.1 Corporate Basic I

Corporate Basic I is available to Business Customers (1) that utilize Switched Access to reach the long distance network of the DUC, and (2) that request to be provisioned under this service. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule B of this Tariff.

.2 Corporate Basic II

Corporate Basic II is available to Business Customers (1) that utilize Switched Access to reach the long distance network of the DUC; (2) that request to be provisioned under this service; and (3) whose Billing Level is at least \$100. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule B of this Tariff.

.3 Corporate Basic III

Corporate Basic III is available to Business Customers (1) that utilize Switched Access to reach the long distance network of the DUC; (2) that request to be provisioned under this service; and (3) whose Billing Level is at least \$250. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule B of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Commercial Services (continued)

3.1.1 Corporate Plan (continued)

(C) Rate Plans (continued)

.4 Corporate Preferred I

Corporate Preferred I is available to Business Customers (1) that utilize Switched Access to reach the long distance network of the DUC; (2) that request to be provisioned under this service; and (3) whose Billing Level is at least \$500. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule B of this Tariff.

.5 Corporate Preferred II

Corporate Preferred II is available to Business Customers (1) that utilize Switched Access to reach the long distance network of the DUC; (2) that request to be provisioned under this service; and (3) whose Billing Level is at least \$1,000. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule D of this Tariff.

.6 Corporate Elite I

Corporate Elite I is available to Business Customers (1) that utilize Switched Access to reach the long distance network of the DUC; (2) that request to be provisioned under this service; and (3) whose Billing Level is at least \$5,000. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule D of this Tariff.

.7 Corporate Elite II

Corporate Elite II is available to Business Customers (1) that utilize Switched Access to reach the long distance network of the DUC; (2) that request to be provisioned under this service; and (3) whose Billing Level is at least \$10,000. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule D of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Commercial Services (continued)

3.1.2 Decision Plan

(A) Description of Service

The Decision Plan (See tariff Sheets 82 and 84) is a combination inbound and outbound, postalized long distance pricing plan available to Business Customers (1) that utilize Dedicated Access to reach the long distance network of the DUC, and (2) that request to be provisioned under this service. The initial period is eighteen (18) seconds or fraction thereof. The additional period is each six (6) seconds or fraction thereof. Customers subscribing to the Decision Plan will be direct billed by the Company or its authorized billing agent.

(B) Term Plans

The Customer may subscribe to the Decision Plan under a no term, 1 year, or 2 year term plan. Customers subscribing to the service under a no term agreement are billed under the basic billing option. Customers that subscribe to the service under a 1 year or 2 year term plan are billed under management features billing option.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Commercial Services (continued)

3.1.2 Decision Plan (continued)

(C) Rate Plans

.1 Decision Basic I

Decision Basic I rates apply to Customers whose Billing Level is at least \$2,000. For rates and charges, see Sections 4.2 and 4.4, Rate Schedule B of this Tariff.

.2 Decision Basic II

Decision Basic II rates apply to Customers whose Billing Level is at least \$3,000. For rates and charges, see Sections 4.2 and 4.4, Rate Schedule B of this Tariff.

.3 Decision Preferred I

Decision Preferred I rates apply to Customers whose Billing Level is at least \$4,000. For rates and charges, see Sections 4.2 and 4.4, Rate Schedule B of this Tariff.

.4 Decision Preferred II

Decision Preferred II rates apply to Customers whose Billing Level is at least \$5,000. For rates and charges, see Sections 4.2, Rate Schedule D of this Tariff. For rates and charges, see Sections 4.2 and 4.4, Rate Schedule D of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Commercial Services (continued)

3.1.2 Decision Plan (continued)

(C) Rate Plans

.5 Decision Elite I

Decision Elite I rates apply to Customers whose Billing Level is at least \$8,000. For rates and charges, see Sections 4.2 and 4.4, Rate Schedule D of this Tariff.

.6 Decision Elite II

Decision Elite II rates apply to Customers whose Billing Level is at least \$10,000. For rates and charges, see Sections 4.2 and 4.4, Rate Schedule D of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES**3.2 Affinity Services****3.2.1 Victory Program**

The Victory Program (See tariff Sheets 81 and 83) is a combination inbound and outbound, long distance pricing plan available to members of an Affinity Group with a total membership of at least 2,500 members. To qualify for any of the rate plans available under the Victory Plan, a minimum of 250 members of the Affinity Group must subscribe to one or more of the Company's service offerings at the time the Company's services are initially offered to the membership of the Affinity Group. With the Victory Program, charges for long distance calls will be billed by the Customer's LEC with the LEC's bill for local services for all Customer bills where the total bill is less than \$100. If in any billing month, the total amount of the bill is \$100 or more, the Company will direct bill the customer.

Each of the services available under the Victory Program have two Rate Plans. If the Affinity Group Organizer selects Rate Plan 1, the Customer is billed a monthly recurring charge plus the usage charge. The initial period is thirty (30) seconds or fraction thereof, and the additional period is each six (6) seconds or fraction thereof. If the Affinity Group Organizer selects Rate Plan 2, the Customer is billed a usage charge without a monthly recurring charge. The initial period is one (1) minute or fraction thereof, and the additional period is each one (1) minute or fraction thereof.

(A) Victory Choice

Victory Choice is available to members of an Affinity Group with a total membership of at least 2,500 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule M of this Tariff.

(B) Victory Choice Plus

Victory Choice Plus is available to members of an Affinity Group with a total membership of at least 2,500 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule M of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES

3.2 Affinity Services (continued)

3.2.1 Victory Program (continued)

(C) Victory Elect

Victory Elect is available to members of an Affinity Group with 500 -2,500 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule B of this Tariff.

(D) Victory Preferred

Victory Preferred is available to members of an Affinity Group with 2,500 - 10,000 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule B of this Tariff.

(E) Victory Select

Victory Select is available to members of an Affinity Group with 10,000 - 50,000 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule D of this Tariff.

(F) Victory Premier

Victory Premier is available to members of an Affinity Group with 50,000 - 250,000 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule D of this Tariff.

(G) Victory Elite

Victory Elite is available to members of an Affinity Group with a total membership of 250,000 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule D of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES

3.2 Affinity Services (continued)

3.2.2 Alliance Program

The Alliance Program (See tariff Sheets 81 and 83) is a combination inbound and outbound, long distance pricing plan available to members of an Affinity Group with a total membership of at least 2,500 members. To qualify for Alliance Choice a minimum of 250 members must subscribe to one or more of the Company's service offerings at the time the Company's services are initially offered to the membership of the Affinity Group. Customers subscribing to the Alliance Program will be direct billed by the Company or its authorized billing agent.

Each of the services available under the Alliance Program have two Rate Plans. If the Affinity Group Organizer selects Rate Plan 1, the Customer is billed a monthly recurring charge plus the usage charge. The initial period is thirty (30) seconds or fraction thereof, and the additional period is each six (6) seconds or fraction thereof. If the Affinity Group Organizer selects Rate Plan 2, the Customer is billed a usage charge without a monthly recurring charge. The initial period is one (1) minute or fraction thereof, and the additional period is each one (1) minute or fraction thereof.

(A) Alliance Choice

Alliance Choice is available to members of an Affinity Group with a total membership of at least 2,500 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule M of this Tariff.

(B) Alliance Choice Plus

Alliance Choice Plus is available to members of an Affinity Group with a total membership of at least 2,500 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule M of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES

3.2 Affinity Services (continued)

3.2.2 Alliance Program (continued)

(C) Alliance Elect

Alliance Elect is available to members of an Affinity Group with a total membership of 500 - 2,500 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule B of this Tariff.

(D) Alliance Preferred

Alliance Preferred is available to members of an Affinity Group with a total membership of 2,500 - 10,000 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule B of this Tariff.

(E) Alliance Select

Alliance Select is available to members of an Affinity Group with a total membership of 10,000 - 50,000 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule D of this Tariff.

(F) Alliance Premier

Alliance Premier is available to members of an Affinity Group with a total membership of 50,000 - 250,000 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule D of this Tariff.

(G) Alliance Elite

Alliance Elite is available to members of an Affinity Group with a total membership of 250,000 or more members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule D of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES

3.3 Residential Services

3.3.1 Meridian Residential Plan

Each of the services available under the Meridian Residential Plan have two Rate Plans (See tariff Sheets 81 and 83). If the Customer selects Rate Plan 1, the Customer is billed a monthly recurring charge plus the usage charge. The initial period is thirty (30) seconds or fraction thereof, and the additional period is each six (6) seconds or fraction thereof. If the Customer selects Rate Plan 2, the Customer is billed a usage charge without a monthly recurring charge. The initial period is one (1) minute or fraction thereof, and the additional period is each one (1) minute or fraction thereof.

(A) Meridian Merit

Meridian Merit is a combination inbound and outbound, postalized long distance pricing plan available to Residential Customers (1) that utilize Switched Access to reach the long distance network of the DUC, and (2) that request to be provisioned under this service. If the Customer's total bill is less than \$100, the charges for long distance calls will be billed by the Customer's LEC with the LEC's bill for local services. If in any billing month, the total amount of the bill is \$100 or more, the Company has the option of direct billing the Customer. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule D of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES

3.3 Residential Services (continued)

3.3.1 Meridian Residential Plan (continued)

(B) Meridian Merit Plus

Meridian Merit Plus is a combination inbound and outbound, postalized long distance pricing plan available to Residential Customers (1) that utilize Switched Access to reach the long distance network of the DUC, and (2) that request to be provisioned under this service. If the Customer's total bill is less than \$100, the charges for long distance calls will be billed by the Customer's LEC with the LEC's bill for local services. If in any billing month, the total amount of the bill is \$100 or more, the Company has the option of direct billing the Customer. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule D of this Tariff.

(C) Meridian Time Line

Meridian Time Line is a combination inbound and outbound, long distance pricing plan available to Residential Customers (1) that utilize Switched Access to reach the long distance network of the DUC, and (2) that request to be provisioned under this service. If the Customer's total bill is less than \$100, the charges for long distance calls will be billed by the Customer's LEC with the LEC's bill for local services. If in any billing month, the total amount of the bill is \$100 or more, the Company has the option of direct billing the Customer. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule M of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES

3.3 Residential Services (continued)

3.3.1 Meridian Residential Plan (continued)

(D) Meridian Time Line Plus

Meridian Time Line Plus is a combination inbound and outbound, long distance pricing plan available to Residential Customers (1) that utilize Switched Access to reach the long distance network of the DUC, and (2) that request to be provisioned under this service. If the Customer's total bill is less than \$100, the charges for long distance calls will be billed by the Customer's LEC with the LEC's bill for local services. If in any billing month, the total amount of the bill is \$100 or more, the Company has the option of direct billing the Customer. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule M of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES

3.4 Directory Assistance

- 3.4.1 Directory Assistance (See tariff Sheet 92) involves the supplying of assistance in determining or attempting to determine the telephone number of a party.
- 3.4.2 Directory assistance is available to any Customer that has access to the directory assistance bureau of the DUC.
- 3.4.3 Person-to-Person and collect calls to directory assistance are not permitted.
- 3.4.4 Any calls to directory assistance utilizing an operator will be billed the directory assistance charge plus the applicable operator services charges(s) pursuant to Section 4.7.1 of this Tariff.
- 3.4.5 Once the operator determines the requested telephone number, the directory assistance operator will complete the long distance call if requested to do so by the caller. The directory assistance call completion surcharge as described in Section 4.7.1 of this Tariff and the usage rates as described in Section 4.9 of this Tariff apply.

SECTION 3 - DESCRIPTION OF SERVICES

3.5 Prepaid Calling Card Services

3.5.1 General

Prepaid Calling Card (See tariff Sheet 85) service allows Cardholders to obtain a predetermined amount of access to the Company's long distance services. The card may be a dollar based service, meaning there is a fixed amount of dollars (i.e., \$5, \$10, \$20, \$50, or some other denomination) available to the Customer who purchases a card or a unit based service, meaning there is a fixed amount of units (i.e., 20, 50, 100, or some other denomination) available to the Cardholder who purchases a card.

Prepaid Calling Card service is offered via "800/888" access numbers and is available to a Cardholder from a touchtone phone. The Cardholder dials a toll-free 800/888 number from anywhere in the United States, Puerto Rico, and the Virgin Islands. The Cardholder hears recorded messages that guide the Cardholder through the service platform. The service platform validates the Cardholder's PIN, determines whether time remains on the card and, if so, completes the call to the called telephone number dialed by the Cardholder. The Cardholder is verbally informed of the available balance of the Prepaid Calling Card account.

Calls are real-time rated during call progression. The total price of each call, including applicable taxes, is calculated on the basis of usage and is deducted from the available account balance associated with each card. The service platform debits the Cardholder's account balance as the Cardholders places a call. The Cardholder receives a warning tone one minute before the balance reaches zero. Calls in progress will be terminated when the balance reaches zero. For rates and charges, see Section 4.5 of this Tariff.

The expiration date will be printed on the card. The card expires (1) on the expiration date on the card or six (6) months from date of first usage, whichever occurs later or (2) one year from the issue date of the card.

SECTION 3 - DESCRIPTION OF SERVICES

3.5 Prepaid Calling Card Services (continued)

3.5.2 Features

(A) Instructions Available In Multiple Languages

The Company may make available to the Cardholder different 800/888 access numbers for instructions in English, Spanish, Japanese, Korean, German, Italian, Chinese or other languages as appropriate. Alternately, the system may be set up so that the Customer may select a language.

(B) Sequential Calling

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

(C) Automatic Misdial Correction

Automatic misdial correction allows the Cardholder to clear an error and start over without having to redial the 800/888 access number.

(D) Rechargeable

When the value of the Prepaid Calling Card account reaches zero or at any time prior to the account reaching zero, the Cardholder may add to the prepaid usage level (1) by dialing the Company's toll free Customer Service number listed on the card, (2) by dialing a customer service 800 number and enter 0 for customer service, (3) by dialing the 800/888 access number and enter 0 for customer service. Payment may be made by cash, check, money order, cashier's check, or Credit Card.

(E) Disposable

A disposable Prepaid Calling Card is not reusable once the usage has been exhausted.

SECTION 3 - DESCRIPTION OF SERVICES**3.5 Prepaid Calling Card Services (continued)****3.5.3 Planet Prepaid Calling Card**

The Planet Prepaid Calling Card is a custom printed Prepaid Calling Card. The card is a dollar based card or a unit based card available to Customers that commit to a minimum purchase of 2,500 cards. The Customer is responsible for all costs associated with production and distribution of the card and the associated fulfillment. With the Planet Prepaid Calling Card, the Cardholder automatically receives the features described in Section 3.5.2 (A), (B), and (C), of this Tariff. The choice as to whether the Cards will be issued as rechargeable as per Section 3.5.2 (D) of this Tariff or as disposable as per Section 3.5.2 (E) of this Tariff is made by the Customer. With the Planet Prepaid Calling Card, Cardholders may place conference calls with up to a maximum of eleven (11) lines added to the call. The initial period is one (1) minute or fraction thereof. The additional period is each one (1) minute or fraction thereof. For rates and charges, see Section 4.5 of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES**3.5 Prepaid Calling Card Services (continued)****3.5.4 Carrier Access Prepaid Calling Card**

The Carrier Access Prepaid Calling Card is a custom printed Prepaid Calling Card which may be a dollar based or a unit based card available to Resellers that commit to a minimum purchase of 2,500 cards. The card may be purchased in conjunction with Carrier Access service or may be purchased on a stand-alone basis. The Reseller is responsible for all costs associated with production and distribution of the card and the associated fulfillment. With the Carrier Access Prepaid Calling Card, the Cardholder automatically receives the features described in Section 3.5.2 (A), (B), and (C) of this Tariff. With the Carrier Access Prepaid Calling Card, Cardholders may place conference calls with up to a maximum of eleven (11) lines added to the call. The choice as to whether the Cards will be issued as rechargeable as per Section 3.5.2 (D) of this Tariff or as disposable as per Section 3.5.2 (E) of this Tariff is made by the Reseller. There are two rate options. Rate Option 1 is available to any Reseller that subscribes to the Carrier Access Prepaid Calling Card. The initial period is one (1) minute or fraction thereof. The additional period is each one (1) minute or fraction thereof. For rates and charges, see Section 4.5 of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES

3.6 Calling Card Services

3.6.1 General

Calling card services (See tariff Sheet 85) enable the end user to originate a call from a touch tone telephone by dialing an 800 access number, a valid calling card number, and PIN.

3.6.2 CEO Calling Card

The CEO Calling Card is available to any Customer or Applicant that subscribes to one of the Company's inbound or outbound service offerings described in Section 3 of this Tariff or one of the Company's promotional inbound or outbound service offerings described in Section 6 of this Tariff. The CEO Calling Card is not available on a stand alone basis. Charges billed to the CEO Calling Card will be billed with the Customer's bill for inbound or outbound service. The features available with this card include conference calling, voice mail, fax mail, and information services such as Dow Jones. Cardholders may place conference calls with up to a maximum of eleven (11) lines added to the call. The initial period is one (1) minute or fraction thereof. The additional period is each one (1) minute or fraction thereof. For rates and charges, see Section 4.6 of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES

3.6 Calling Card Services (continued)

3.6.3 Planet Calling Card

The Planet Calling Card is available to any Customer or Applicant that subscribes to one of the Company's inbound or outbound service offerings described in Section 3 of this Tariff or one of the Company's promotional inbound or outbound service offerings described in Section 6 of this Tariff. The Planet Calling Card is not available on a stand alone basis. Charges billed to the Planet Calling Card will be billed with the Customer's bill for inbound or outbound service. Cardholders may place conference calls with up to a maximum of eleven (11) lines added to the call. The initial period is one (1) minute or fraction thereof. The additional period is each one (1) minute or fraction thereof. For rates and charges, see Section 4.6 of this Tariff.

3.6.4 Trump Calling Card

The Trump Calling Card is available to any Customer or Applicant that subscribes to one of the Company's inbound or outbound service offerings described in Section 3 of this Tariff or one of the Company's promotional inbound or outbound service offerings described in Section 6 of this Tariff. The Trump Calling Card is not available on a stand alone basis. Charges billed to the Trump Calling Card will be billed with the Customer's bill for inbound or outbound service. The initial period is one (1) minute or fraction thereof. The additional period is each one (1) minute or fraction thereof. For rates and charges, see Section 4.6 of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES

3.7 Operator Assistance

3.7.1 Operator Toll Assistance

- (A) Operator Toll Assistance (See tariff Sheet 86) is any variety of telephone services which require the assistance of a long distance operator. There are two categories of operator services calls. They are 0+ calls and 00- calls. A 0+ call is one in which the Customer dials 0+ the called number to complete the call. A 00- call is one in which Customer dials 00 to reach the long distance operator, and the operator dials the called number to complete the call for the Customer. For rates and charges, see Section 4.7.1 of this Tariff.
- (B) Operator Toll Assistance is only available to Customers in equal access exchange areas where the Customer uses Switched Access to reach the long distance network.
- (C) There are two rate elements. They are usage charges and surcharges. The operator dialed surcharge, as per Section 4.7.1 of this Tariff, applies in addition to all station-to-station and person-to-person operator service charges when the customer has the ability to dial all the digits necessary for call completion but instead dials 00 to reach the operator to have the operator complete the call. When the call is made, a handicapped Customer who is unable to dial the call because of his or her handicap may request credit for the surcharge from the operator.
- (D) A collect call is a call for which applicable charges are billed to the telephone number of the called station of the Customer. Charges for collect calls will not be accepted if the called party to whom the charges are to be shifted is at a payphone or institutional phone.

SECTION 3 - DESCRIPTION OF SERVICES

3.7 Operator Services (continued)

3.7.2 Busy Line Verification

Busy Line Verification (See tariff Sheet 87) provides operator assistance to determine if there is an ongoing conversation at a called station. For rates and charges, see Section 4.7.2 of this Tariff.

3.7.3 Emergency Interrupt

Emergency Interrupt (See tariff Sheet 87) provides operator assistance to interrupt an ongoing conversation at a called station. The charge for Emergency Interrupt applies regardless of whether the interruption is successful. The charge for Busy Line Interrupt applies in lieu of the charge for Emergency Interrupt. For rates and charges, see Section 4.7.3 of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES

3.8 Custom Network Services

3.8.1 Carrier Access Service

(A) General

Carrier Access Service (See tariff Sheets 88-91) is a combination inbound, outbound, calling card, directory assistance, and operator services long distance pricing plan available to Resellers. Charges will be direct billed by the Company or the Company's authorized billing agent. The billing format is tape. A paper bill is not a billing option. Standard and discount rate periods apply.

(B) Availability

Carrier Access Service is available to a Reseller that (1) meets the obligations described in Section 2.6 of this Tariff; (2) signs a two (2) year term plan; and (3) commits to a minimum of \$50,000 per month international, interstate, and intrastate usage for the duration of the term plan. If in any given billing month the Reseller's total usage is less than \$50,000, the Reseller will be billed the difference between \$50,000 and actual usage.

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 SECTION 3 - DESCRIPTION OF SERVICES

3.8 Custom Network Services (continued)

3.8.1 Carrier Access Service (continued)

(C) Rate Levels

There are five rate levels associated with Carrier Access Service. The rate level is determined by the Reseller's monthly usage commitment.

Monthly Usage Commitment	Rate Level
50,000 - 99,999.99	1
100,000 - 249,999.99	2
250,000 - 349,999.99	3
350,000 - 499,999.99	4
\$500,000 & Above	5

Each quarter, the Customer's actual usage for the quarter will be averaged to determine if the Customer has met the monthly usage commitment. If the Customer fails to meet the commitment, the Customer is billed the difference between actual usage and the commitment.

(D) Inbound and Outbound Calling

For inbound and outbound calling, the initial period is eighteen (18) seconds or fraction thereof. The additional period is each six (6) seconds or fraction thereof. For rates and charges, see Sections 4.8.1 A and B of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES

3.8 Custom Network Services (continued)

3.8.1 Carrier Access Service (continued)

(E) Carrier Access Calling Card

The features available with the Carrier Access Calling are conference calling, voice mail, fax mail, and information services such as Dow Jones. With the Carrier Access Calling Card, Cardholders may place conference calls with up to a maximum of eleven (11) lines added to the call. For calls billed to the Carrier Access Calling Card, the initial period is one (1) minute or fraction thereof. The additional period is each one (1) minute or fraction thereof. For rates and charges, see Section 4.8.1 C of this Tariff.

(D) Directory Assistance

See Section 3.4 for Description of Services and Section 4.8.1 D of this Tariff for rates and charges.

(E) Operator Services

See Section 3.7 for Description of Services and Sections 4.8.1 E - G of this Tariff for rates and charges.

3.9 Rounding

The methodology used to round the price of a call is covered in Paragraph 2.19.

3.8 Minimum Call Completion Rate

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

SECTION 4 - RATES AND CHARGES

4.1 Outbound Switched Services

4.1.1 InterLATA

The InterLATA per minute usage rates are as follows:

Rate Schedule	Rate Per Minute	
Rate Schedule B	\$.216	
Rate Schedule D	\$.185	
	Peak	Off-Peak
Rate Schedule M	\$.190	\$.166

4.1.2 IntraLATA

The IntraLATA per minute usage rates are as follows:

Rate Schedule	Rate Per Minute	
Rate Schedule B	\$.182	
Rate Schedule D	\$.156	
	Peak	Off-Peak
Rate Schedule M	\$.159	\$.145

SECTION 4 - RATES AND CHARGES

4.2 Outbound Dedicated Services

The per minute usage rates are as follows:

Rate Schedule	Rate Per Minute
Rate Schedule B	\$.145
Rate Schedule D	\$.124

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SECTION 4 - RATES AND CHARGES**4.3 Inbound Switched Services**

The per minute usage rates are as follows:

Rate Schedule	Rate Per Minute	
Rate Schedule B	\$.241	
Rate Schedule D	\$.207	
	Peak	Off-Peak
Rate Schedule M	\$.207	\$.207

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SECTION 4 - RATES AND CHARGES

4.4 Inbound Dedicated Services

The per minute usage rates are as follows:

Rate Schedule	Rate Per Minute
Rate Schedule B	\$.150
Rate Schedule D	\$.129

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SECTION 4 - RATES AND CHARGES**4.5 Prepaid Calling Card**

For unit based Prepaid Calling Cards, one unit is equal to one minute. The per minute usage rates are as follows:

	Rate Per Minute
Planet Prepaid Calling Card	\$.2500
Carrier Access Prepaid Calling Card	\$.1450

4.6 Calling Cards

The per minute usage rates are as follows:

	Rate Per Minute
CEO Calling Card	\$.2500
Planet Calling Card	\$.1990
Trump Calling Card	\$.1790

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SECTION 4 - RATES AND CHARGES

4.7 Operator Services**4.7.1 Operator Toll Assistance**

There are two rate elements. They are a usage charge and a per call surcharge. The per minute usage rate is \$.25 per minute. The surcharges are as follows:

- Station-to-station sent-paid	\$2.00
- Station-to-station collect	\$2.00
- Station-to-station third number	\$2.00
- Person-to-person (all type calls)	\$4.00
- Directory Assistance call completion	\$1.00
- Operator dialed surcharge	\$1.00
- LEC Calling Card Station-to-Station	
- Customer Dialed	\$1.00
- Operator Dialed	\$2.00

The surcharge for 00- calls will be waived for operator assistance provided to a caller who identifies him or herself as being handicapped and unable to dial the call because of the handicap, or on calls where the Customer cannot otherwise dial the call due to defective equipment or trouble on the network.

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SECTION 4 - RATES AND CHARGES

4.7 Operator Services (continued)

4.7.2 Busy Line Verification

The rate is \$3.00 per occurrence.

4.7.3 Emergency Interrupt

The rate is \$6.00 per occurrence

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SECTION 4 - RATES AND CHARGES

4.8 Custom Network Services

4.8.1 Carrier Access

(A) Outbound Calls

.1 Switched Access

.a InterLATA Usage Rates

Rate Level	Rate Per Minute	
	Peak	Off-peak
1	\$.164	\$.144
2	\$.161	\$.141
3	\$.158	\$.138
4	\$.155	\$.135
5	\$.151	\$.132

.b InterLATA Usage Rates

Rate Level	Rate Per Minute	
	Peak	Off-peak
1	\$.109	\$.089
2	\$.107	\$.088
3	\$.105	\$.086
4	\$.103	\$.084
5	\$.101	\$.082

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SECTION 4 - RATES AND CHARGES

4.8 Custom Network Services

4.8.1 Carrier Access

(A) Outbound Calls

.2 Dedicated Access

Rate Level	Rate Per Minute	
	Peak	Off-peak
1	\$.109	\$.089
2	\$.107	\$.088
3	\$.105	\$.086
4	\$.103	\$.084
5	\$.101	\$.082

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SECTION 4 - RATES AND CHARGES

4.8 Custom Network Services (continued)

4.8.1 Carrier Access (continued)

(B) Inbound Calls

.1 Switched Access

Rate Level	Rate Per Minute	
	Peak	Off-peak
1	\$.179	\$.179
2	\$.176	\$.176
3	\$.172	\$.172
4	\$.169	\$.169
5	\$.165	\$.165

.2 Dedicated Access

Rate Level	Rate Per Minute	
	Peak	Off-peak
1	\$.113	\$.111
2	\$.110	\$.109
3	\$.108	\$.107
4	\$.106	\$.105
5	\$.104	\$.102

SECTION 4 - RATES AND CHARGES

4.8 Custom Network Services (continued)

4.8.1 Carrier Access (continued)

(C) Calling Card Calls

The rate is \$.15 per minute.

(D) Directory Assistance

Direct dialed calls to directory assistance will be billed at \$.45 per call.

(E) Operator Toll Assistance

There are two rate elements. They are a usage charge and a per call surcharge. The per minute usage rate is \$.15 per minute. The per call surcharges are as follows:

- Station-to-station sent-paid	\$1.20
- Station-to-station collect	\$1.20
- Station-to-station third number	\$1.20
- Person-to-person (all type calls)	\$2.40
- Directory Assistance call completion	\$1.00
- Operator dialed surcharge	\$0.60
- LEC Calling Card Station-to-Station	
- Customer Dialed	\$0.60
- Operator Dialed	\$1.20

The surcharge for 00- calls will be waived for operator assistance provided to a caller who identifies him or herself as being handicapped and unable to dial the call because of the handicap, or on calls where the Customer cannot otherwise dial the call due to defective equipment or trouble on the network.

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SECTION 4 - RATES AND CHARGES

4.8 Custom Network Services (continued)

4.8.1 Carrier Access (continued)

(F) Busy Line Verification

The rate is \$1.80 per occurrence.

(G) Emergency Interrupt

The rate is \$3.60 per occurrence

SECTION 4 - RATES AND CHARGES

4.9 Directory Assistance

Direct dialed calls to directory assistance will be billed at \$.75 call. Once the Customer receives the desired telephone number, the Customer may request that the operator complete the call. If the directory assistance operator completes the long distance call, the Customer will be billed the surcharges pursuant to Section 4.7.1 of this Tariff in addition to the directory assistance charge.

SECTION 4 - RATES AND CHARGES

4.10 Exemptions and Special Rates

4.10.1 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.

4.10.2 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.

4.11 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.

SECTION 5 - MARKET TRIALS

5.1 Market Trial Guidelines

5.1.1 The Company may conduct market trials using a sample of Customers for the purpose of evaluating services, features, applications, including customized applications, or service options that provide potential customer benefits at rates, or terms and conditions different from existing tariffs to determine willingness to pay, demand, and various service provisioning processes, under the following conditions:

- (A) Market trials may not exceed twelve (12) months in duration.
- (B) Participants may be individuals or groups for whom a potential service offering is intended. Participants may include mass or mid-market customers, high volume customers, or potential customers who knowingly and actively participate in the market trial or who will experience an obvious change in service as a result of the market trial. Participants may be selected from the general customer base or population, from one or more classes of persons demonstrating a particular profile, characteristic or preference, from a random sample of persons or from the Company's employees, if appropriate. The total sample size in any market will not exceed 15% of the total customers within the market.

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Stephen Scheerer, President
302 Legends Way, Woodstock, Georgia 30189

Effective:

SECTION 5 - MARKET TRIALS

5.1 Market Trials (Con't)

5.1.1 (continued)

(C) Participants in a market trial will be informed in writing of the planned duration of the market trial and that the market trial can be withdrawn at any time. Circumstances under which a market trial might be terminated include:

- .1 The market trial objectives have been met before the planned termination of the market trial; or
- .2 Company concludes that the market trial is not successful; or
- .3 If the market trial disrupts existing telecommunications service.

(D) Participants will also be informed about terms and services that will be offered during the market trial, including prices, and will be told that participation in the market trial is entirely voluntary and revocable.

SECTION 6 - PROMOTIONS**6.1 Special Promotional Offerings**

From time-to-time, the Company may offer special promotions to its Customers waiving certain charges, offering service(s) at special rates, and/or offering promotional discounts. Promotional discounts include but are not limited to reduced monthly rates or charges for an existing service, incentive subscription bonuses, free service periods, full or partial waivers of installation charges or optional feature charges, full or partial waivers of PIC charges, or any combination thereof. The Company may engage in domestic special promotional offerings designed to attract new customers, retain existing customers, win back former customers, or stimulate customer usage. The Company may require an advance payment as a condition of a promotional offering.

6.2 CEO Promotion #1

Beginning January 1, 1997 and ending June 30, 1997, the CEO Calling Card will be available with an initial period of thirty (30) seconds and an additional period of six (6) seconds. The CEO Promotion #1 is available to Business Applicants or Business Customers with a Billing Level of \$25,000. CEO Promotion #1 is also available to Affinity Groups with a minimum of 10,000 signed members. The intrastate promotion is only available in conjunction with the interstate promotion.

6.3 Planet Promotion #1

Beginning January 1, 1997 and ending June 30, 1997, the Planet Calling Card and/or the Planet Prepaid Calling Card will be available with an initial period of thirty (30) seconds and an additional period of six (6) seconds. The Planet Promotion #1 is available to Business Applicants or Business Customers with a Billing Level of \$25,000. CEO Promotion #1 is also available to Affinity Groups with a minimum of 10,000 signed members. The intrastate promotion is only available in conjunction with the interstate promotion.

SECTION 6 - PROMOTIONS**6.4 Trump Promotion #1**

Beginning January 1, 1997 and ending June 30, 1997, the Trump Calling Card will be available with an initial period of thirty (30) seconds and an additional period of six (6) seconds. The Trump Promotion #1 is available to Business Applicants or Business Customers with a Billing Level of \$25,000. CEO Promotion #1 is also available to Affinity Groups with a minimum of 10,000 signed members. The intrastate promotion is only available in conjunction with the interstate promotion.

6.5 Carrier Access Promotion #1

Beginning January 1, 1997 and ending June 30, 1997, the Carrier Access Calling Card and/or the Carrier Access Prepaid Calling Card will be available with an initial period of thirty (30) seconds and an additional period of six (6) seconds. The Carrier Access Promotion #1 is available to a Reseller that (1) meets the obligations described in Section 2.6 of this Tariff; (2) signs a two (2) years term plan; and (3) commits to a minimum of \$100,000 per month international, interstate, and intrastate usage for the duration of the term plan. If the Customer fails to meet the monthly usage commitment in any given month, the Reseller will be billed the difference between the actual usage and the monthly usage commitment. The intrastate promotion is only available in conjunction with the interstate promotion.

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ATTACHMENT I

MANAGERIAL CAPABILITY

Stephen Scheerer is President of Meridian Telecom Corporation. Stephen started in the communications field in Silicon Valley, California. While Stephen was with Measday Consulting and functioning as a Marketing Director for Western Union, he was involved in the introduction of EasyLink service. Under his direction, the division's annual revenue increased from \$0 to over \$90 million. Due to the inadequate front end switch that bridges the world of telex and computers, Stephen co-headed a development team that replaced the rocker arm relays in less than six months. He introduced the first LED based fiber optic multiplexer to transmit over two miles and personally sold \$6.7 million worth of products. Stephen was also responsible for designing and creating the software and firmware for the Call Processing Center and the VoxNet voice mail platforms. Stephen has delivered technical presentations for IBM in Armonk, New York and is a sought after speaker and writer for high tech presentations, most recently opening the Voice Processing and Interactive Voice Response Conference at the United Nations.

Lawrence Rabine is Secretary of Meridian Telecom Corporation. Since 1973, Lawrence has been in the private practice of law with extensive corporate law, business planning, and tax evaluation experience. Prior to becoming an attorney, Lawrence was a real estate salesperson handling resales, leasing, financing, and mortgage refinancing as well as the management of apartment houses and commercial property. Mr. Rabine received his B.A. from New York University in 1969 and a J.D. degree from Brooklyn Law School.

ATTACHMENT J

TECHNICAL CAPABILITY

Meridian Telecom Corporation is a switchless reseller. All switching and transport is provided by the Florida certified underlying carrier.

Meridian Telecom Corporation
Balance Sheet as of September 30, 1996

ASSETS**CURRENT ASSETS:**

Cash in Bank	5,074.14	
Banco Popular	49,954.33	
Citibank, N.A.	<u>12,641.41</u>	
Nations Bank		\$ 67,669.88

Accounts Receivable		94,525.30
Commissions Receivable		<u>20,025.00</u>
		<u>182,220.18</u>

PROPERTY AND EQUIPMENT:

Equipment		426,023.87
Accumulated Depreciation		<u>0.00</u>
		<u>426,023.87</u>

OTHER:

Organizational Costs		2,250.00
Prepaid CIC and PIC Expenses		900,000.00
Deferred Costs		<u>752,496.68</u>
		<u>1,654,746.68</u>

2,262,990.73

TOTAL ASSETS**LIABILITIES and STOCKHOLDERS' EQUITY****CURRENT LIABILITIES:**

Notes Payable in less than one year		49,000.00
Accounts Payable		75,800.00
Commissions Payable		<u>16,000.00</u>
		<u>140,800.00</u>

LONG TERM LIABILITIES:

Notes Payable in one year or more		25,000.00
Loans from Shareholders		<u>685,000.00</u>
		<u>710,000.00</u>

STOCKHOLDERS' EQUITY:

Common Stock: 100,000 shares authorized, issued and outstanding		499,606.55
Additional Paid in Capital		900,000.00
Retained Earnings		<u>12,584.18</u>
		<u>1,412,190.73</u>

TOTAL LIABILITIES and STOCKHOLDERS' EQUITY

2,262,990.73

Meridian Telecom Corporation
Income and Expenses
January 1, 1996 to September 30, 1996

INCOME

Debit Card Sales	\$ 106,400.00
Long Distance Telephone Charge Commissions	20,025.00
TOTAL INCOME	<u>126,425.00</u>

EXPENSES

Debit Card Sales Expenses	\$ 84,600.00
Long Distance Telephone Charge Commissions	3,825.00
Rent	4,500.00
Office Expenses	7,369.00
Telephone Certification Costs	16,713.86
TOTAL EXPENSES	<u>117,007.86</u>

NET PROFIT

\$ 9,417.00

ATTACHMENT K

FINANCIAL CAPABILITY

CURRENT BALANCE SHEET

CURRENT INCOME STATEMENT

STATEMENT OF RETAINED EARNINGS

CERTIFICATION OF FINANCIAL STATEMENTS

OATH

STATE OF GEORGIA

COUNTY OF CHEROKEE

Personally appeared before the undersigned, an officer duly authorized to administer oaths, Stephen Scheerer who first being duly sworn, deposes and says that he is President of Meridian Telecom Corporation, 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
_____ day of November,
1996.

(Notary Public)

(Seal)

My Commission Expires _____