

# COMMUNICATION EXPRESS FILE COPY

WORLDWIDE COMMUNICATIONS

August 18, 1997

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

DEPOSIT DATE  
D601 AUG 27 1997

971128 - TI

RE: Application and Tariff of Communication Express, Inc. d/b/a Communication Express for Authority to Provide Interexchange Telecommunication Services within the State of Florida.

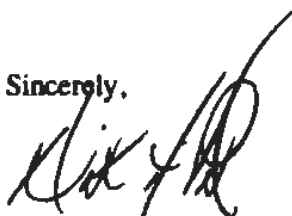
To whom it may concern:

Enclosed for filing are the original and six (6) copies of the tariff of Communication Express, Inc. d/b/a Communication Express. The tariff was not filed with the original application and is being filed at this time.

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

I can be reached at (954) 564-5077 with any questions regarding this application. Thank you for your time and assistance.

Sincerely,



Derrick H. Peters  
President of  
Communication Express, Inc.

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RECEIVED & FILED

SEP 1 1997

2101 N. ANDREWS AVE. SUITE #207  
FT. LAUDERDALE, FLORIDA 33311

DOCUMENT NUMBER-DATE  
TEL: (954) 564-5077  
08682 AUG 27 1997

FPSC-RECORDS/REPORTING

DOCUMENT NUMBER-DATE  
08682 AUG 27 1997  
FPSC-RECORDS/REPORTING

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

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

971128-

**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 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 questions about completing the form, contact:
  - Florida Public Service Commission
  - Division of Communications
  - Bureau of Service Evaluation
  - 2540 Shumard Oak Blvd.
  - Gunter Building
  - Tallahassee, Florida 32399-0850
  - (904) 413-6600
- E. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

- Florida Public Service Commission
  - Division of Administration
  - 2540 Shumard Oak Blvd.
  - Gunter Building
  - Tallahassee, Florida 32399-0850
  - (904) 413-6251

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

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

- ( ) Facilities based carrier - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- ( ) Operator Service Provider - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- ( ) Reseller - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- ( ) Switchless Reseller - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- ( ) Multi-Location Discount Aggregator - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.
- (X) Prepaid Debit Card Provider - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

2. 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 an uncertificated company).
- Approval for transfer of control (To another certificated company).

3. Name of corporation, partnership, cooperative, joint venture or sole proprietorship: Communication Express, Inc., is a corporation organized under laws of the state of Florida.

4. Name under which the applicant will do business (fictitious name, etc.):  
Unknown at this time.

5. National address (including street name & number, post office box, city, state and zip code).  
2101 North Andrews Ave. Suite #207  
Ft. Lauderdale, Florida 33311

6. Florida address (including street name & number, post office box, city, state and zip code):  
2101 North Andrews Ave. Suite #207  
Ft. Lauderdale, Florida 33311

7. Structure of organization;

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

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

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

Not Applicable.

(b) Indicate if the individual or any of the partners have previously been:

Not Applicable.

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

Not Applicable.

(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.

Not Applicable.

9. If incorporated, please give:

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

Corporate charter number: 65-0657831

(b) Name and address of the company's Florida registered agent. Derrick H. Peters,  
2101 North Andrews Ave. Suite #207. Ft. Lauderdale  
Florida 33311

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

Not applicable at this time.

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.

None

(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.

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

- (a) The application; Derrick H. Peters, President  
2101 North Andrews Ave. Suite #207  
Ft. Lauderdale, Florida 33311  
(954) 564-5077
- (b) Official Point of Contact for the ongoing operations of the company; Same as above
- (c) Tariff; Derrick H. Peters  
(see above)
- (d) Complaints/Inquiries from customers;  
Derrick H. Peters  
(see above)

11. 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.  
None.
- (c) Is certificated to operate as an interexchange carrier.  
None.
- (d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.  
None.
- (e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.  
None.
- (f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.  
None.

FORM PSC/CNU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

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

- Facilities.  Operators.
- Billing and Collection.  Sales.
- Maintenance.
- Other: Pre-paid phone cards

13. Do you have a marketing program?  
Not at this time.

14. Will your marketing program:

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

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

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

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

17. Please provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services, and if not who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?  
Not Applicable.

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

Not Applicable.

18. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications service in Florida.

A. Financial capability.

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements for the most recent 3 years, including:

1. the balance sheet
2. income statement
3. statement of retained earnings.

Further, a written explanation, which can include supporting documentation, regarding the following should be provided to show financial capability.

1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.

3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

**NOTE:** This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.

If available, the financial statements should be audited financial statements.



If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should affirm that the financial statements are true and correct.

B. Managerial capability.

C. Technical capability.

19. 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).

20. 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 facilities**

**Method of access is via switched facilities**

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

**Travel Service**

**Method of access is 950**

**Method of access is 800**

**900 service**

**Operator Services**

**Available to presubscribed customers**

**Available to non presubscribed customers (for example to patrons of hotels, students in universities, patients in hospitals.**

**Available to inmates**

**Services included are:**

**Station assistance**

**Person to Person assistance**

**Directory assistance**

**Operator verify and interrupt**

**Conference Calling**

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

**22.  Other:**

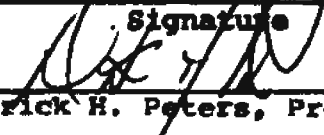
**\*\* APPLICANT ACKNOWLEDGEMENT STATEMENT \*\***

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 two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **RECIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange service.
6. **ACCURACY OF APPLICATION:** By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement.

Further, I am aware that pursuant to Chapter 817.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083".

Communication Express, Inc., a Florida corporation authorized to transact business in Florida

UTILITY OFFICIAL:

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Derrick H. Peters, President  
\_\_\_\_\_  
Title

Aug. 14, 1997  
\_\_\_\_\_  
Date

(954) 564-5077  
\_\_\_\_\_  
Telephone No.

**TITLE PAGE**

**FLORIDA TELECOMMUNICATION TARIFF**

**OF**

**Communication Express, Inc. d/b/a Communication Express**

**This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by Communication Express Inc. with the principal office located at 2101 N. Andrews Ave., Suite 207, Fort Lauderdale, Florida 33311. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.**

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**ISSUED: August 14, 1997**

**EFFECTIVE:**

**ISSUED BY:           Derrick H. Peters, President  
                          Communication Express, Inc.  
                          2101 N. Andrews Ave. Suite 207  
                          Fort Lauderdale, FL. 33311**

**CHECK SHEET**

This tariff contains the sheets listed below, each of which is effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original tariff.

<b>SHEET</b>	<b>REVISION</b>		<b>SHEET</b>	<b>REVISION</b>	
1	Original	*	24	Original	*
2	Original	*	25	Original	*
3	Original	*	26	Original	*
4	Original	*	27	Original	*
5	Original	*	28	Original	*
6	Original	*	29	Original	*
7	Original	*	30	Original	*
8	Original	*	31	Original	*
9	Original	*	32	Original	*
10	Original	*	33	Original	*
11	Original	*	34	Original	*
12	Original	*	35	Original	*
13	Original	*	36	Original	*
14	Original	*	37	Original	*
15	Original	*	38	Original	*
16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			
21	Original	*			
22	Original	*			
23	Original	*			

\* - Indicates new or revised sheet with this filing

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**Derrick H. Peters, President**  
**Communication Express, Inc.**  
**2101 N. Andrews Ave. Suite 207**  
**Fort Lauderdale, FL. 33311**

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**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- (D) - Delete or discontinue
- (I) - Change Resulting in an Increase to a Customer's Bill
- (M) - Moved from another Tariff Location
- (N) - New
- (R) - Change Resulting in a Reduction to a Customer's Bill
- (T) - Change in Text or Regulation but no Change in Rate or Charge

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

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**TARIFF FORMAT**

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- A. Sheet Numbering** - sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4<sup>th</sup> revised Sheet 14 cancels the 3<sup>rd</sup> revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the commission is not always the tariff pages in effect. Consult the check sheet for sheet currently in effect.
- C. Paragraph numbering sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check sheets** - When a tariff filing is made with the FPSC, an updates 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 revisions. All revisions made in a given filing are designated by an (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS**

**1.1 Abbreviations**

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

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

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

**1.2 Definitions**

**Access Line** - An arrangement which connects the Customer's telephone to a Communication Express designated switching center or point of presence.

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Service network to identify the caller and validate the caller's authorization to use the services provided.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service.

**Available Usage Balance** - The amount of usage remaining on a debit Account at any particular point in time. Each Debit Account has an Initial Account Balance which is stated either in U.S. dollars or Call Units, depending upon the type of service. The Available Balance is depleted as services provided by the Company are utilized by the Customer.

**Commission** - The Florida Public Service Commission.

**Company or Carrier** - Communication Express, Inc. unless otherwise clearly indicated by the context.

**Customer** - the person, firm, corporation or other entity which orders, cancels, amends or uses services and is responsible for payment of charge and compliance with the Company's tariff.

**Debit Account** - An account which consists of a pre-paid usage balance depleted on a real-time basis during each Debit Service call.

**Debit Card** - A card issued by the company which provides the Customers with a Personnel Account Code and instructions for accessing the Carrier's network.

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

**1.2 Definitions. (Cont'd.)**

**Debit Service Call** - A service accessed via a "1-800" or other access code dialing sequence whereby the customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company issued Debit Account.

**Initial Usage Balance** - the amount of usage on a Debit Account upon issuance and before any depleting call activity.

**LEC** - Local Exchange Company.

**Marks** - A collective term to mean such items as trademarks, service marks, trade names and logos; copyrighted words, artwork, designs, pictures or images; or any other device or merchandise to which legal rights or ownership are held or reserved by an entity.

**Personal Account Code** - A numeric or alpha-numeric sequence which uniquely identifies a Travel or Debit Account.

**Renewal** - A method of replenishing a Debit Account Available Usage Balance with additional minutes of usage as authorized and paid for by the Customer.

**Serving Wire Center** - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

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---

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

**1.2 Definitions, (Cont'd)**

**Sponsor** - A corporation or other legal entity that exclusively permits the use of its Marks to the Company for use with telephone cards or other merchandise, and contracts with the Company for the marketing of the services described herein.

**Subscriber** - See Customer.

**Switched Access Origination/Termination** - where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC- provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**Communication Express** - Refers to Communication Express, Inc.

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

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**SECTION 2.0 - RULES AND REGULATIONS**

**2.1 Undertaking of Communication Express, Inc.**

Communication Express, Inc. is a resale common carrier providing debit card service to customers within the State of Florida. Communication Express services and facilities are furnished for communications originating at specified points within the State of Florida under terms of this tariff.

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

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

**2.2 Applicability of Tariff**

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

---

**ISSUED:** August 14, 1997

**EFFECTIVE:**

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

**2.3 Payment and Credit Regulations**

**2.3.1 Payment Arrangements**

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

All charges due by the Customer must be received by the company or its authorized agent prior to the activation of the Customer's Debit Account. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Florida PSC. Any objections to Debit Account depletion must be promptly reported to the company or its billing agent. Adjustments to Customers' Debit Account available Usage balance shall be made to the extent that circumstances exist which reasonably indicates that such changes are appropriate.

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

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

**2.3.1 Payment Arrangements, (Cont'd.)**

Payments for service provided in association with Company-issued Debit Accounts must be received by the Company or its authorized agent prior to the activation of the Customer's Debit Account. The Customer shall be responsible for all calls placed via the Debit Account as the result of the customer's intentional or negligent disclosure of their Personal Account Code.

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

Renewal of Customer Account Balances made by charges to commercial credit cards are subject to the terms and conditions of the issuing commercial credit cards are subject to the terms and conditions of the issuing commercial credit card company and those of Communication Express's credit card processing agent. Renewals of Customer Account Balances made by cashier's check are subject to the terms and conditions of the issuing financial institutions.

**2.3.2 Deposits**

The company does not require a deposit from the Customer or Subscriber. The Prepayment of services which are immediately available to the customer does not constitute a deposit.

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**EFFECTIVE:**

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Communication Express, Inc.  
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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

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

**2.3.3 Advance Payments**

The company does not collect Advance Payments from its Customers. The prepayment of services which are immediately available to the Customer does not constitute a deposit.

**2.3.4 Taxes**

All applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes. And Gross Receipts Tax are included in the rates and charges stated in the Company's rate schedule for its debit card service.

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

**2.4 Refunds or Credits for Service Outage or Deficiencies**

**2.4.1 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the customer, are subject to the general liability provisions set forth in section 2.4.3 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control.

The Company will provide a credit equal to one minute of applicable service for calls that are interrupted or subject to inadequate transmission. Credit allowances for interruptions of service are limited to the initial call period charges for reestablishing the interrupted call. Credits will not be issued when an interruption or service deficiency is not reported to the Company or is caused by the failure of power, equipment or systems not provided by the Company.

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

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

**2.4.2 Inspection, Testing and Adjustment**

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

**2.4.3 Liability**

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

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

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

**2.4.3 Liability (Cont'd.)**

- C. The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any person, property, or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's or Subscriber's apparatus or systems, or (iii) for any act of omission of the Customer or Subscriber, or (iv) for any personal injury or death of any person, or for any loss of or whether owned by Customer, Subscriber or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or writing provided by the Company if not directly caused by negligence of the Company.

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

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

**2.4.3 Liability (Cont'd.)**

D. The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

E. The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Debit Cards or Personal Accounts Codes issued for use with the Company's services. Nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Debt Card provided to a Customer before or after the expiration date assigned to each Debt Account.

**2.5 Cancellation by Customer**

Prepaid service may be canceled by fully depleting the available balance of the Customer account and/or by not renewing a renewable account.

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

**2.6 Refusal or Discontinuance by Company**

**2.6.1** Service may be suspended by the Company, without notice to the Customer, blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems its necessary to take such action to prevent unlawful use of service. Communication Express will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.

**2.6.2** Communication Express may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given fifteen (15) days notice to comply with any rule or remedy any deficiency:

- A.** For non-compliance with or violation of any State, municipal or Federal law, ordinance or regulation pertaining to telephone service.
- B.** For use of telephone service for any purpose other than that described in the application.

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

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

**2.6.2 (Cont'd.)**

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

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

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

**2.6.2 (Cont'd.)**

- H. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Communication Express may, before resorting service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and pay an amount reasonably estimate as the loss in revenues resulting from such fraudulent use.
- I. Without notice by reason of any order or decision of a court or government authority having jurisdiction which prohibits Company from furnishing such services.
- J. With proper notice, when the Available Account Balance of a nonrenewable account is depleted to a level insufficient to place a one-minute call to the location of least cost.
- K. With proper notice, when the established expiration date of the Customer Account is reached.

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

**2.7 Limitations of Service**

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

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

**2.8 Use of Service**

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

**2.9 Terminal Equipment**

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

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

**2.10 Applicable Law**

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

**2.11 Cost of Collection and Repair**

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

**2.12 Tests, Pilots, Promotional Campaigns and Contests**

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

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

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

**2.13 Other Rules**

**2.13.1** Communication Express reserves the right to validate the credit worthiness of Customers or Authorized Users through available verification procedures.

**2.13.2** The company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers or Customers as required to meet changing regulations, rules or standards of FPSC.

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**SECTION 3.0 - DESCRIPTION OF SERVICE**

**3.1 General**

Communication Express provides prepare card services for communications originating within the State of Florida under terms of this tariff.

**3.2 Quality and Grade of Service Offered**

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

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

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**3.3 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Centers of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H and NECA FCC tariff No. 4.

- Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3 - Square the differences obtained in Step 2.
- Step 4 - All the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 - Divided the sum of the square obtained in Steep 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 - Obtain the square root of the whole number obtained in step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

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

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**SECTION 3.0 - RULES AND REGULATIONS, (CONT'D.)**

**3.3**

**[Reserved for future use]**

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**SECTION 3.0 - RULES AND REGULATIONS, (CONT'D.)**

**3.4 Timing of Calls**

Billing for calls placed over the Communication Express network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.4.1 Calls timing 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.
- 3.4.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.4.3 Minimum call duration periods for billing purposes vary by service option and are specified in Section 4 of this tariff.
- 3.4.4 For billing purposes, usage after the initial period varies by service and is specified in Section 4 of this tariff.
- 3.4.5 The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, Communication Express will, after review of the appropriate records, issue credit for the call, by adding time back to the Debit Account, if reasonable proof or justification for the credit exists.

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**SECTION 3.0 - RULES AND REGULATIONS, (CONT'D.)**

**3.5 Rate Periods**

- 3.5.1** Unless otherwise specified in this tariff, calls are based flat rate basis. Calls will be billed the on a flat rate per minute charge, 24 hours a day seven days per week.

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**SECTION 3.0 - RULES AND REGULATIONS, (CONT'D.)**

**3.6 Debt Card Service - I**

Debt card service is available to residential and business Customer for placing calls while away from home or office. Calls are originated by dialing the toll free access number printed on the card, followed by a personal account code and destination number. Debt card account maintain a balance which is depleted on a real-time basis as calls are placed.

Customers are notified of their remaining account balance at the beginning of each call. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in one (1) minute increments. The minimum call duration for billing purposes is one (1) minute. Debt card service is available 24 hours a day, seven days per week. The number of available is subject to technical limitations. Cards will be offered to Customers on a first come, first served basis.

Each time the card is used, the end user will hear a message describing the number of minutes remaining. At sixty (60) seconds prior to the final balance running out, the user will hear a warning announcement and the call will be disconnected automatically with zero (0) seconds remaining.

The following call types cannot be completed utilizing the debt card: 500, 700, 800, and 900 numbers, calls requiring the quotation of time and charges, and air to ground and high seas service.

All calls must be charged against a Company Debt Card that has sufficient available balance. Payment for the Company Debt Card and any Available Usage in a Customer's Debt Account is non-refundable. The Company shall not be liable or responsible for theft, loss or unauthorized use of the Debt Card.

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**SECTION 3.0 - RULES AND REGULATIONS, (CONT'D.)**

**3.7 Debt Card - Sponsor Program**

The Debt Card Sponsor Program is offered to organizations or commercial entities for distribution to their members or patrons. The marketing vehicle and expiration period is selected by the Sponsor upon joint agreement between the Company and the Sponsor. The Sponsor is responsible for obtaining all necessary permissions for the use of any trade mark, trade name, service mark or other image on the card. The Sponsor may distribute the Carrier's debt card accounts at reduced rates or free of charge to end users for promotional purposes. At the option of the sponsor, these cards may not be replenishable. The Company reserves the right to approve or reject any image and to specify the Customer information language and use of the Carrier's trade mark, trade name, service mark or other image on the card.

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**SECTION 4.0 - RATES**

**4.1 General**

Each Customer's Debt Card Account is decremented for each call placed through the Company. Charges may vary by mileage band, time of day, day of week and/or call duration. Customers are billed on their use of Communication Express, Inc.'s services and network. No installation charges apply.

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**SECTION 4.0 - RATES, (CONT'D.)**

**4.2 Exemption and Special Rates**

**4.2.1 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 calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges when the call is placed by a method that would normally incur the surcharge.

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

**4.2.2 Emergency Call Exemptions**

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

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**SECTION 4.0 - RATES, (CONT'D.)**

**4.2 Exemption and Special Rates, Cont'd.**

**4.2.3 Operator Assistance for Handicapped Persons**

Operator station surcharges will be waived for operator assistance to a caller who identified him or herself as being handicapped and unable to dial the call because of the handicap.

**4.2.4 Directory Assistance for Handicapped Persons**

Pursuant to FPSC rules and regulations, the Company will not charge for the first 50 phone calls made to directory assistance by handicapped Customers.

**4.3 Late Payment charge**

A late fee of 1.5% per month will be charged on any past due balance.

**4.4 Return Check Charge**

A return check charge of \$15.00 or 5% of the balance due (whichever is greater) will be assessed for checks returned for insufficient funds. In addition, the Company reserves the right to place the Available Usage Balance for the Customer's Debit Account on hold until the check or draft clears or is paid. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Florida law and FPSC regulations.

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---

**SECTION 4.0 - RATES, (CONT'D.)**

**4.5 Debit Card Service - I**

Calls are billed in one (1) minute increments. The minimum call duration for billing purposes is one minute. Debit card service is available 24 hours a day, seven days per week. The number of available cards is subject to technical limitations. Cards will be offered to customers on a first come, first served basis.

Each time the card is used, the end user will hear a message describing the number of minutes remaining. At sixty (60) seconds prior to the final balance running out, the user will hear a warning announcement and the call will be disconnected automatically with zero (0) seconds remaining.

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**SECTION 4.0 - RATES, (CONT'D.)**

**4.6 Debit Card - Sponsor Program**

The Debit Card Sponsor Program is offered to organizations or commercial entities for distribution to their members or patrons. The marketing vehicle and expiration period is selected by the Sponsor upon joint agreement between the Company and the Sponsor. The Sponsor is responsible for obtaining all necessary permissions for the use of any trade mark, trade name, service mark or other image on the card. The Sponsor may distribute the Carrier's debit card accounts at reduced rates or free of charge to end users for promotional purposes. At the option of the sponsor, these cards may not be replenishable. The Company reserves the right to approve or reject any image and to specify the Customer information language and use of the carrier's trade mark, trade name, service mark or other image on the card.

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Communication Express, Inc  
Balance sheet  
July 31, 1997

<b>Assets</b>	
<b>Current assets</b>	
Cash	\$ 77,985.92
Accounts receivable	\$ 8,087.50
Inventory	\$ 28,086.73
<b>Total</b>	<u>\$ 112,160.15</u>
<b>Fixed assets</b>	
Net plant and equipment	\$ 140,138.12
<b>Total assets</b>	<u>\$ 252,198.27</u>
<b>Liabilities and Owners Equity</b>	
<b>Current Liabilities</b>	
Account payable	\$ 4,783.83
Notes payable	\$ 29,687.00
<b>Total</b>	<u>\$ 34,470.83</u>
<b>Owners equity</b>	<u>\$ 218,087.44</u>
<b>Total Liabilities and Owners equity</b>	<u>\$ 252,498.27</u>

**Communication Express, Inc**  
**INCOME STATEMENT**

For the period of

1-Jan-97

To

1-Jul-97

<b>Sales</b>	
Long distance	\$ 59,815.66
<b>Total Sales</b>	<u>\$ 59,815.66</u>
<b>Cost of sales</b>	
Telephone time	\$ 38,455.10
Design fees	\$ 695.06
Internet connection	\$ 280.00
Telephone cards	\$ 6,000.00
Freight and delivery	\$ 1,050.00
<b>Total cost of Sales</b>	<u>\$ 66,480.16</u>
<b>Total gross profit</b>	<u>\$ (8,864.34)</u>
<b>General and Administrative</b>	
Rent	\$ 8,904.00
Expense reimbursement	\$ 400.00
Consulting- accountant	\$ 1,700.00
Consulting- legal	\$ 2,178.00
Miscellaneous Expenses	\$ 935.50
Car Payment	\$ 2,835.00
Office supplies	\$ 2,895.21
Car Insurance	\$ 1,645.79
Telephone office	\$ 2,310.00
Cellular office	\$ 1,575.28
Travel Expense	\$ 5,934.72
T1 Loop charge	\$ 3,059.00
<b>Total General and Administrative</b>	<u>\$ 34,372.50</u>
<b>Total net operating income (Loss)</b>	<u>\$ 43,237.33</u>
<b>Other Expenses</b>	
Bank charges	\$ 105.00
<b>Total other expenses</b>	<u>\$ 105.00</u>
<b>Total Net Income (Loss) before Tax</b>	<u><u>\$ 43,132.33</u></u>

**Communication Express, Inc**  
**Statement of retained earnings**  
**for the period of**  
**1-Jan-97**  
**to**  
**1-Jul-97**

<b>Revenue (sales)</b>	
Long distance	\$ 59,615.66
<b>Total Revenue</b>	<u>\$ 59,615.66</u>
<b>Cost</b>	
Telephone time	\$ 38,455.10
Design fees	\$ 695.08
internet connections	\$ 280.00
Telephone Cards	\$ 6,000.00
Freight and delivery	\$ 1,050.00
<b>Total cost of sales</b>	<u>\$ 68,480.18</u>
<b>Administrative Expenses</b>	
<b>Total</b>	\$ 34,372.50
<b>profit</b>	<u>\$ (43,237.33)</u>
<b>dividend</b>	\$ -
<b>retained earnings (Loss)</b>	<u>\$ (43,237.30)</u>
<b>Previous retained earnings</b>	\$ -
<b>Total retained earnings</b>	<u>\$ (43,237.30)</u>

**Note: This is the first statement of retained earnings prepared for Communication Express. That is why there is no previous retained earnings. There is also no dividends that have been payed because the company is just starting and is working at a loss.**

# COMMUNICATION EXPRESS

WORLDWIDE COMMUNICATIONS

August 18, 1997

DEPOSIT

DATE

D 6 0 1

AUG 27 1997

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

RE: Application and Tariff of Communication Express, Inc. d/b/a Communication Express for Authority to Provide Interexchange Telecommunication Services within the State of Florida.

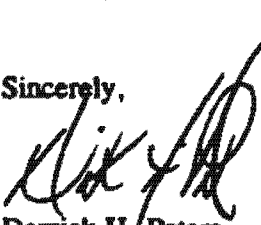
To whom it may concern:

Enclosed for filing are the original and six (6) copies of the tariff of Communication Express, Inc. d/b/a Communication Express. The tariff was not filed with the original application and is being filed at this time.

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

I can be reached at (954) 564-5077 with any questions regarding this application. Thank you for your time and assistance.

Sincerely,



Derrick H. Peters  
President of  
Communication Express, Inc.

COMMUNICATION EXPRESS, INC. 08-06  
2101 NORTH ANDREWS AVE.  
SUITE 207  
FT. LAUDERDALE, FL 33311

1131

August 14, 1997

PAY TO THE ORDER OF Florida Public Service Commission \$ 250.00

Two Hundred Fifty 00/00..... DOLLARS

NationsBank  
NationsBank of Florida, N.A.

FOR FPSC. TARIFF

