

LAW OFFICES
MESSER, CAPARELLO & SELF
A PROFESSIONAL ASSOCIATION

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POST OFFICE BOX 1876
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TELECOPIERS (904) 224-4359 (904) 425-1847

August 29, 1997

BY HAND DELIVERY

Ms. Blanca Bayo, Director
Division of Records and Reporting
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

971151-TC

Dear Ms. Bayo:

Enclosed for filing on behalf of Infolink Communications, Ltd. are an original and six copies of Infolink Communications, Ltd. Application for Authority to Provide Interexchange Telecommunications Service, Infolink Communications, Ltd. Florida Tariff and a check in the amount of \$250.00 for the filing fee. Qualification by the Florida Secretary of State for InforLink Communications, Ltd is pending.

Please indicate receipt of this document by stamping the enclosed extra copy of this letter.


Thank you for your assistance in this matter.

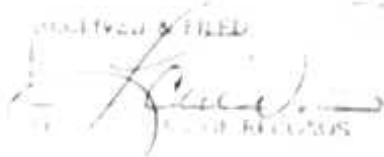
Sincerely,



Norman H. Horton, Jr.


NHH:amb
Enclosures
cc: Mr. Mark C. Rohde
Parties of Record

Check received with receipt
for \$250.00 on 8/29/97
By _____
to _____
In the presence of person who forwarded check:




DOCUMENT NUMBER - DATE
08807 AUG 29 97
FPSC-RECORDS/REPORTING

971151-71



APPLICATION FORM
FOR AUTHORITY TO
PROVIDE
INTEREXCHANGE
TELECOMMUNICATION
SERVICE WITHIN THE
STATE OF FLORIDA

DOCUMENT NUMBER-DATE

08807 AUG 29 6

FSC-RECORDS/REPORTING

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 Rebiller - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.

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.

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:

Infolink Communications, Ltd.

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

Infolink Communications, Ltd.

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

*400 N. Saint Paul St.
Suite 1350
Dallas, Texas 75201*

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

n/a

7. Structure of organization:

Individual

Foreign Corporation

General Partnership

Joint Venture

Corporation

Foreign Partnership

Limited Partnership

Other, Please explain

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

*Infolink Management, LLC
General Partner
400 N. Saint Paul Street
Suite 1350*

Dallas, Texas 75201

*Mark C. Rohde
President
6110 E. Mockingbird Lane
Suite 102-261
Dallas, Texas 75214*

*H. Vernard Grimes III
Executive Vice President
1414 N. Walnut Hill
Suite 982, LB 51
Dallas, Texas 75231*

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

(b) Indicate if the individual or any of the partners 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.

n/a

(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,

n/a

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:

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

(c) 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.

(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,

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

(a) The application;

*Messer, Caparello & Self
Doc Horton, Attorney
218 South Monroe Street, Suite 981
Post Office Box 1876
Tallahassee, Florida 32308-1875
Telephone (904) 222-0720
Facsimile (904) 224-4359*

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

*Mark C. Rohde
President
Infolink Communications, Ltd.
400 N. Saint Paul St.
Suite 1350
Dallas, Texas 75201
(214) 220-9199*

(c) Tariff;

Mark C. Rohde

*President
Infolink Communications, Ltd.
400 N. Saint Paul St.
Suite 1350
Dallas, Texas 75201
(214) 220-9199*

- (d) Complaints/Inquiries from customers;

*Infolink Communications, Ltd.
Customer Relations
400 N. Saint Paul St.
Suite 1350
Dallas, Texas 75201
(214) 220-9199*

11. List the states in which the applicant:

- (a) Has operated as an interexchange carrier.

Texas

- (b) Has applications pending to be certificated as an interexchange carrier.

n/a

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

Texas

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

n/a

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

n/a

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

n/a

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

- Facilities. Operators.
 Billing and Collection. Sales.
 Maintenance.
 Other: _____

13. Do you have a marketing program?

No, Infolink is in the business of providing Prepaid Debit Cards to resellers..

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.).

n/a

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?

No, the product is prepaid and no bills are generated.

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

FORM PSC/CMU 31 (11/95)

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

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.

See attached resumes.

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

See attached financial statements.

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

See attached financial statements.

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.

Mark C. Rohde, President, has several years of computer systems management and telecommunications experience. Mr. Rohde owned and managed a computer consulting firm since 1993 which served several clients in the areas of LAN/WAN and internet applications. He has researched the telecommunications industry extensively for the last few years and has attended several conferences and tradeshows. Mr. Rohde has developed key relationships with other companies and individuals in the industry.

David J. Kinsler, Executive Vice President, is currently acting as Director of Marketing and Operations. Mr. Kinsler has qualified marketing experience with Trader Publishing Company as an Assistant Account Executive for Dade, Miami, Broward and other South Florida County regions. Mr. Kinsler has also served as an Assistant to the President of Paragon Communications Group, Inc. where he developed knowledge in 4-color 3M printing procedures, public promotions and creative test market coordination. Mr. Kinsler enjoyed personally representing the 2nd largest surfing company in the world, Rusty, for 5 1/2 years where he competed and promoted products within amateur and professional settings. Mr. Kinsler has seen 9 years of public relational customer service and retail sales experience with a variety of respected merchants as well as 5 years of television production, directing and producing experience.

In addition to Mr. Rohde and Mr. Kinsler, the management team of Infolink Management, LLC, the general partner of Infolink Communications, Ltd., include H. Vernard. Grimes III.

Mr. Grimes has over twenty years of management experience subsequent to his six years of service with the Federal Bureau of Investigation. During that time he has managed several closely held businesses ranging in asset size from several hundred thousand dollars to over twenty million.

C. Technical capability.

Applicant has developed a team of seasoned and experienced individuals with extensive knowledge of both the technical and administrative aspects of telecommunications. This includes basic technical considerations with relation to capacity concerns and issues relating to quality customer service.

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).

See attached tariff.

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).

The toll free number is 1-800-281-3930.

22. Other:

INFOLINK COMMUNICATIONS, LTD.
Balance Sheet
as of July 31, 1997

ASSETS

Cash and cash equivalents		\$	24,767
Property, plant and equipment:			
Telephone switching equipment	\$		61,373
Office furniture and equipment			8,209
Leasehold improvements			2,200
			71,782
Less accumulated depreciation			1,197
Net property, plant and equipment			70,585
Other assets:			
Deposits	\$		27,082
Organizational expenses less accumulated amortization			4,195
			31,277
		\$	126,629

LIABILITIES and PARTNERSHIP CAPITAL

Current liabilities:			
Note payable, Capital Resource Consultants, LLC	\$	83,000	\$ 83,000
Partnership capital:			
Contributed capital	\$	100,100	
Partners' capital accounts		(56,471)	43,629
			43,629
Total liabilities and partners' capital			\$ 126,629

INFOLINK COMMUNICATIONS, LTD.
Statement of Revenue Collected and Expenses Paid and Partnership Capital
For the Period March 18, 1997 to July 31, 1997

Net sales	\$	0
Cost of sales		0
Gross profit		0
Selling, general and administrative expenses		56,552
Operating loss		(56,552)
Other income (deductions):		
Interest income		169
Interest expense		(88)
Net Income		(56,471)
Partnership capital at March 18, 1997		0
Partner capital contributions		100,100
Partnership capital at July 31, 1997	\$	<u>43,629</u>

**** 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):

()

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.)

UTILITY OFFICIAL:

Mark C. Rondo
Signature

8-25-97
Date

Mark C. Rondo
President
Title

314-220-9199
Telephone No.

**** 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. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange 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 837.06, 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".

UTILITY OFFICIAL:

Mark C. Rohde
Signature

8-25-97
Date

Mark C. Rohde
President
Title

214-220-4147
Telephone No.

INFOLINK COMMUNICATIONS, LTD.
ESCALATION PROCEDURES
(ADDENDUM TO SPRINT'S PROCEDURES)
JULY 19, 1997

SYMETRICS INDUSTRIES, INC.
SWITCH VENDOR

1. Dan Vierheller, Engineering Specialist
(407) 953-5447
(407) 634-8695 Pager
(407) 953-3600, (407) 255-7700
1. Dick Nichols, Vice President of Computer Telephony Systems
(407) 953-3600
(407) 698-7722 Cellular
(407) 634-0678 Pager
3. Ralph Abravaya, President, International Interconnect, Florida
(407) 631-8073

SPRINT TECHNICAL (POST SPRINT ESCALATION)

1. Brad or Clint
(214) 665-2300
2. Ernie or other *install tech*, Sprint switch @ Fort Worth
(817) 850-6000
3. Cheryl Dannel, McCoy backup
(972) 405-7804
(800) 724-3329 Pager PIN 3956236
4. Cheryl, McCoy backup
(847) 319-3149

MFS / WORLDCOM / SWB

1. Doug Hollcroft, National Accounts Manager, MFS
(972) 672-7160
2. Val Callen, Support, MFS
(214) 210-7109
(214) 665-2300
3. Rufus, Support, MFS
(972) 558-8607
4. Frank, Support, MFS
(630) 230-7015
5. Chris Morgan, Loop install, SWB
(972) 558-8607

OTHER

1. Hartford Building Security
(214) 822-6158
(214) 824-8500

2. Vicki Young, A Better Answer (Customer Service Operators outsourcing)
(972) 231-9292
1-800-272-2250 Infolink Toll Free Inbound Customer Service

Escalation Procedure For INFOLINK Communications

The following escalation procedure should be used when INFOLINK has an issue that must be resolved immediately and the normal Sprint contact is unavailable or unable to resolve the issue. Please respect the normal interval/turnaround time that Sprint has established for everyday maintenance of reseller accounts and for problem resolution. For example, the turnaround time for everyday maintenance on a reseller account is (i.e. accounting code additions and deletions, etc.) five (5) business days.

NAM	Customer Support Specialist	Application Consultant & Order Entry for Dedicated Services	Order Entry for Switched Services	Carrier Financial Services	SMC Service Management Center	Activations
Jim Madden Natl. Acct. Mgr. (972)405-1083 (972)405-7494 Fax J. Madden	Elida Rincon Customer Support Specialist (972)405-1884 (972)405-1769 Fax E. Rincon	Craig McCoy TAC (972)405-1459 (972)405-7494 Fax C. McCoy	Justin Harden Switched Order Entry (972)485-3897 (972)405-6360 Fax J. Harden	Carol Caines CFS (404)649-6335 (404)649-6360 Fax C. Caines <i>Billing</i>	SMC 800-743-1885	Act. CARE (816)854-7987
Rick Eckstein Acting Dir. Sales (404)649-3489 R. Eckstein	Matt Bennett CSS Supervisor (972)405-7447 M. Bennett	Nora Lee Area Cust. Support Mgr. (913)433-8515 N. Lee	Cindi Hunter Supervisor Switched OE (972)405-3918 C. Hunter	Traci Bostic CFS Supervisor (404)649-6304 T. Bostic	Ross Burns Supervisor (703)437-2505 800-973-2505	Donna Stephenson Team Supervisor (816)854-7363
Paget L. Alves V.P. Sales & General Manager (972)405-5894	Dave Falter Natl. Cust. Support Director (972)405-3029 D. Falter	Dave Falter Natl. Cust. Support Director (972)405-3029 D. Falter	Robin Matlock Manager, Order Entry & Systems (972)405-7835 R. Matlock	Robyn Mosely Manager (404)859-6672 R. Mosely	Art Constantine Manager (703)437-2501 800-965-2501	Cliff Schick Switch Order Process Mgr. (816)854-7337
Mike Franz President (913)624-6365	Paget L. Alves V.P. Sales & General Manager (972)405-5894	Paget L. Alves V.P. Sales & General Manager (972)405-5894	Paul Barish Director DBG Sys. (404)649-7100	John Calys Director (913)433-8006 J. Calys	Dave France Director (404)649-4401 800-927-1894	Bill Dorrance Director SWOP (816)854-7333

MARK C. ROHDE
6110 E. MOCKINGBIRD LN.
SUITE 102-261
DALLAS, TX 75214-2600
(214) 324-1688

OBJECTIVE

TO CONTINUE TO EXPLORE AND BUILD A WORKING KNOWLEDGE OF THE TELECOMMUNICATIONS INDUSTRY BOTH TECHNICALLY AND IN THE AREA OF SALES AND MARKETING. TO MAINTAIN THE PHILOSOPHY THAT THE CUSTOMER IS USUALLY ALWAYS RIGHT.

EDUCATION

BACHELOR OF SCIENCE, COMPUTER SCIENCE. PRESENTLY PURSUING DEGREE WITH AN EXPECTED GRADUATION DATE OF MAY 1999. THE UNIVERSITY OF TEXAS AT DALLAS, RICHARDSON, TEXAS

WORK EXPERIENCE

PRESIDENT AND TECHNICIAN, JANUARY 1997-PRESENT
INFOLINK COMMUNICATIONS, LTD., DALLAS, TEXAS

- DAILY MANAGEMENT DECISIONS BOTH CORPORATELY AND TECHNICALLY
- FORECAST AND MAINTAIN CAPACITY, BILLING, AND CUSTOMER SERVICE ISSUES IN COOPERATION WITH INFOLINK'S OUTSIDE SUPPORT
- UPDATE COMPANY POLICIES AND PROCEDURES WITH REGARD TO REGULATORY ISSUES AND MARKET TRENDS

INDEPENDENT COMPUTER CONSULTANT, AUGUST 1994-JANUARY 1997

- SERVED 50 CLIENT ACCOUNTS IN THE GREATER DALLAS METROPLEX IN ALL AREAS OF COMPUTING
- DESIGNED, IMPLEMENTED AND MAINTAINED SEVERAL NETWORKS USING BOTH NOVELL AND MICROSOFT PLATFORMS WITH TELEPHONY INTEGRATIONS
- ACTIVELY WORKED IN DAILY TRAINING AND SUPPORT PERSONALLY WITH CLIENTS UTILIZING TELEPHONE AND ON-SITE MEANS

PRODUCTION ASSISTANT, MAY 1994-AUGUST 1994

GEMINI STAGE LIGHTING & EQUIP. CO, INC., DALLAS, TEXAS

- ASSISTED IN LIGHTING DESIGN AND TECHNICAL SUPPORT FOR LARGE LOCAL/NATIONAL VENUES
- WORKED IN LIGHTING HARDWARE TROUBLESHOOTING AND CUSTOMER RELATIONS
- WORKED WITH CAD FOR DESIGN, PRODUCTION AND STRUCTURE ENGINEERING PURPOSES

HARDWARE SALES AND SUPPORT, OCTOBER 1993-MAY 1994

COMPUSA COMPUTER SUPERSTORE, MESQUITE, TEXAS

- ACHIEVED TOP SALESPERSON FOR TWO CONSECUTIVE MONTHS IN HARDWARE SALES
- WORKED EXTENSIVELY WITH CUSTOMERS IN TECHNICAL SUPPORT AND BUYING DECISIONS

EQUIPMENT COMPETENCIES

- ALL IBM COMPATIBLE/APPLE HARDWARE AND PERIPHERALS
- ALL MAJOR SOFTWARE APPLICATIONS AND MICROSOFT DOS/3.0/3.1/95/NT/OS2
- ALL MAJOR INTERNET APPLICATIONS
- ADVANCED COMPUTER TELEPHONY HARDWARE AND SOFTWARE INCLUDING DS-1 VOICE SYSTEM INTEGRATION

ACTIVITIES

- CONDUCTED INDEPENDENT RESEARCH AND DEVELOPMENT IN THE TELLCOM INDUSTRY. INVESTIGATING AND LEARNING SEVERAL LOCAL AND LONG DISTANCE SWITCHES INCLUDING THOSE MANUFACTURED BY SIEMENS, DSC AND NORTHERN TELECOM

- STUDIED AND ATTAINED EXTENSIVE KNOWLEDGE IN BELL COMPANY SYSTEMS, OPERATIONS AND MANAGEMENT. IN PARTICULAR, HAVE MET WITH NUMEROUS SOUTHWESTERN BELL STAFF PERSONS IN LEARNING ALL ASPECTS OF DAY TO DAY OPERATIONS.

DOCKET NO. 17656

APPLICATION OF INFOLINK	§	PUBLIC UTILITY COMMISSION
COMMUNICATIONS, LTD. FOR A SERVICE	§	
PROVIDER CERTIFICATE OF OPERATING	§	OF TEXAS
AUTHORITY	§	

ORDER NO. 2
CERTIFYING ELIGIBILITY

On July 7, 1997, Infolink Communications, Ltd. filed an application under the Public Utility Regulatory Act of 1995 (PURA), TEX. REV. CIV. STAT. ANN. Art. 1446c-0 (Vernon 1997) for approval of a service provider certificate of operating authority (SPCOA) in the State of Texas. On July 14, 1997, General Counsel and the Commission Regulatory Division Staff recommended that the applicant be certified as eligible to obtain an SPCOA because the applicant, together with affiliates, had less than six percent of the total intrastate switched access minutes of use for the most recent twelve-month period preceding the filing of the application for which data is available. PURA § 3.2532(b). Based on the information provided by General Counsel and Staff, the Commission CERTIFIES the applicant as eligible, pursuant to PURA § 3.2532(b), to obtain an SPCOA.



ISSUED BY THE OFFICE OF POLICY DEVELOPMENT
ON BEHALF OF THE PUBLIC UTILITY COMMISSION OF TEXAS
ON THE 18th DAY OF JULY, 1997

INFOLINK COMMUNICATIONS, LTD.

FLORIDA TARIFF NO. 1

INTEREXCHANGE TELECOMMUNICATIONS SERVICE

MESSAGE TELECOMMUNICATIONS SERVICE

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MESSAGE TELECOMMUNICATIONS SERVICE

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MESSAGE TELECOMMUNICATIONS SERVICE

CHECK SHEET

The Title page and Pages 1 to, inclusive, of this tariff are effective as of the date shown.

<u>PAGE</u>	<u>REVISION NUMBER</u>
1	Original
2	Original
3	Original
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11	Original
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26	Original
27	Original
28	Original
29	Original
30	Original
31	Original
32	Original
33	Original
34	Original
35	Original

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CONCURRING CARRIERS

No concurring carriers

CONNECTING CARRIERS

No connecting carriers

OTHER PARTICIPATING CARRIERS

No participating carriers

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EXPLANATION

- C - to signify changed regulation.
- D - to signify discontinued rate or regulation.
- I - to signify a rate increase.
- M - to signify matter relocated without change.
- N - to signify a new rate or regulation.
- R - to signify a rate reduction.
- S - to signify reissued matter.
- T - to signify a change in text but no change in rate or regulation.
- Y - to signify reference to other published tariffs.
- Z - to signify a correction.

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1. APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of intrastate intraLATA and interLATA Message Telecommunications Service as defined herein, provided by Infolink Communications, Ltd. (hereafter referred to as the "Company"), from its Points of Presence in Texas to points partially or wholly within the State of Florida, other states, and other international locations. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.

2. DEFINITIONS

Certain terms used generally throughout this tariff, particularly those for specialized common carrier communication channels furnished by the Company over its facilities are defined below:

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Aggregator - Any person or entity that owns or otherwise controls telephones intended to be utilized by the public. For the purpose of this definition, a person or entity controls a telephone if that person or entity has the authority or ability to post notices concerning the use of that telephone by the public and/or has the authority to block or unblock access to the public switched telephone network to or from that telephone. An Aggregator is also both an Authorized User and a Customer.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

Authorized User - A person or entity which accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

Automatic Number Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Billed Party - The person or entity responsible for payment of the Company's Service(s). For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate an intrastate call. In the case of a Travel Card call or credit card call, the person or entity responsible for payment is the holder of the Travel Card or credit card used. In the case of a collect or third party call, the person or entity responsible for payment is the person responsible for payment for local telephone service at the telephone number that agrees to accept charges for the call. In the case of a Room Charge Call, the entity responsible for payment is the Aggregator controlling the telephone used to originate the intrastate call. In all Operator Assisted Calls not involving Travel Cards, credit cards, third party calls or Room Charge Calls, the person or entity responsible for payment is the Customer responsible for payment for local telephone services at the telephone used to originate the intrastate call.

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Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

Common Carrier - A company or entity providing telecommunications services to the public.

Credit Card Call - A Direct Dialed or Operator Assisted Call for which charges are billed not to the originating telephone number, but to a credit card, such as Visa or MasterCard, or to a LEC or interexchange carrier calling card.

Customer - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

Customer-Provided Facilities - The term "Customer-Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

Direct Dialed Call - An intrastate telephone call which is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

Equal Access - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

Equal Access Code - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

Exchange - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

InterLATA - Denotes services provided between those geographical areas designated as a local access transport area (LATA) for which an interexchange carrier has responsibility for providing telecommunication services from its Point of Presence in one LATA to its Point of Presence in another LATA. InterLATA traffic may consist of interstate and intrastate toll traffic which uses both exchange carrier and interexchange carrier facilities.

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2. DEFINITIONS (Continued)

IntraLATA - Denotes services provided within a prescribed geographical area for which a local exchange carrier has the responsibility for providing end to end telecommunication service i.e. the traffic which originates and terminates within the prescribed geographic area of the local access transport area (LATA).

Intrastate Message Telecommunications Service ("MTS") - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed and operator assisted intrastate intraLATA and interLATA, switched and private line services to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels from the Company's Point of Presence to points partially or wholly within the same state.

LATA - Local access transport area. Pursuant to the MFJ, prescribed geographic area that shares "common social, economic and other purposes" and is generally defined as the operating area of a local exchange carrier for provision of end to end telecommunications services.

Local Exchange Carrier ("LEC") - the term "Local Exchange Carrier" denotes any local exchange telephone company, that has been granted a Certificate of Public Convenience and Necessity by a State regulatory authority, which provides local telephone service to Customers within a defined area.

Long Distance Message Telecommunications Service ("LDMTS") - The furnishing of direct dialed and operator assisted switched and private line services to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels from the Company's Point of Presence to points as specified herein.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed call.

Operator Assisted Call - An intrastate intraLATA, interLATA telephone connection completed through the use of the Company's Operator Services.

Operator Service Charge - A nonmeasured (fixed) charge which is added to a measured charge in calculating the total tariff charges due for a completed Operator Assisted Call.

Operator Services - Any telecommunication service initiated from a Customer location that includes, as a component, any automatic or live assistance to a Customer or its Authorized User to arrange for billing or completion, or both, of an intrastate intraLATA and/or interLATA telephone call through a method other than:

- (a) automatic completion with billing to the telephone from which the call originated, or
- (b) completion through an access code used by an Authorized User, with billing to an account previously established with the carrier by the Authorized User.

Operator Service Provider ("OSP") - Any person or entity that provides operator services by using either live or automated operator functions. When more than one entity is involved in processing an operator

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service call, the party setting the rates shall be considered the OSP. However, subscribers to customer-owned pay telephone service shall not be deemed to be an OSP.

Operator Station Calls - An Operator Assisted Call wherein the person originating the call is assisted by an operator but does not specify a particular person, department or extension to be reached through a PBX attendant.

Other Common Carrier - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and international communications service to the public.

Personal Identification Numbers (PINs) - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

Person-to-Person Calls - An Operator Assisted Call which is placed under the stipulation that the caller will speak only to a specific called party, a specified extension or office to be reached through a PBX attendant. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party. The caller must arrange with the operator to make a person-to-person call; otherwise all operator assisted calls will be treated as Operator Station Calls.

Points of Presence - The term "Points of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company's network configuration.

Premise - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Presubscribed Provider of Operator Services - The provider of operator services to which the Authorized User is connected when the Authorized User places a call using a provider of operator services without dialing a special access code.

Provider of Operator Services - Any common carrier that provides operator services or any other person determined by the Federal Communications Commission and/or a state regulatory authority to be providing operator services.

Room Charge Call - An intrastate call placed with the assistance of an operator, for which charges are collected by an Aggregator, normally a hotel or motel, may be a hospital, from the guest or occupant of the room from which the call originated. A call of this type requires that the Company communicate the call detail and charges back to the originating location following completion of the call. This service is provided only where authorized by the Aggregator. Calls of this type are rated according to the Real Time Rate Schedules herein.

Services - Intrastate intraLATA and interLATA Telecommunications services provided to a Customer or Authorized User by the Company.

Switched Services - Complex of diversified channels and switching equipment that automatically routes communications to their destinations without the use of operator services.

MESSAGE TELECOMMUNICATIONS SERVICE

3. GENERAL REGULATIONS

- 3.1 Service Description - Intrastate Message Telecommunications Service (herein referred to as "MTS") is offered to residential and business Customers of the Company to provide direct dialed and operator assisted calls originating and terminating partially or wholly within the State of Texas, using the Company's network configuration. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All Services are provided subject to the terms and conditions set forth in this tariff.
- 3.2 Interconnection with Other Common Carriers - The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services concurrently with its own facilities for the provision of services offered herein.
- 3.3 Availability of Services
- 3.3.1 Service is furnished subject to the availability of the Service components required. The Company will:
- A. determine which of those components shall be used and
 - B. Make modifications to those components at its option.
- 3.3.2 Services are available twenty-four hours per day, seven days per week.
- 3.4 Use of Services
- 3.4.1 The Company's Services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of Services. All such usage shall be subject to the provisions of this tariff and the applicable rules, regulations and policies of the Public Utility Commission of Texas. Customer and Authorized User are prohibited from and by their acceptance or use of Service agree not to use the Services furnished by the Company for any unlawful purpose or for any purpose prohibited under the provisions of any regulatory order.
- 3.4.2 The use of the Company's Services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 3.4.3 The use of the Company's Services without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited, and Service may be discontinued for such misuse.

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- 3.5 Undertaking of the Company - The Company undertakes to provide switched Intrastate Message Telecommunications Service in accordance with the terms and conditions set forth in this tariff.
- 3.5.1 With respect to Operator-Assisted Calls, the Company shall:
- A. Identify itself, audibly and distinctly, to the Authorized User at the beginning of each telephone call and a second time before the Authorized User incurs any charge for the call;
 - B. Permit the Authorized User to terminate the telephone call at no charge before the call is connected;
 - C. Disclose immediately to the Authorized User, upon request and at no charge to the Authorized User, a quote of its rates or charges for the call; the method by which such rates or charges shall be collected; and the methods by which complaints concerning such rates, charges or collection practices will be resolved.
- 3.6 Liability of the Company
- 3.6.1 Except as stated in this Section 3.6, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- 3.6.2 The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing Service or arising out of any failure to furnish Service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 3.6.3 The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena or nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments

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having jurisdiction over the Company or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.

3.6 Liability of the Company (Cont'd)

- 3.6.4 The Company is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities which are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the services provided to Customer, the Company's liability shall be limited according to the provisions of 3.6.2 above.
- 3.6.5 The Company shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's Services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.
- 3.6.6 The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided equipment or facilities.
- 3.6.7 Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

3.7 Assignment

Customer shall not assign or transfer the use of the Company's Services except with the prior written consent of the Company in each and every instance. Consent to such assignment or transfer will not be unreasonably withheld.

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3. GENERAL REGULATIONS (Cont'd)**3.8 Responsibilities of the Customer**

- 3.8.1 The Customer is responsible for placing any necessary orders, for complying with tariff regulations; and for ensuring that Authorized User(s) comply with tariff regulations. The Customer is also responsible for the payment of charges for calls originated at the Customer's premises which are not collect, third party, calling card, or credit card calls.
- 3.8.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 3.8.3 If required for the provision of the Company's Services, the Customer must provide any equipment space, supporting structure, conduit, and electrical power without charge to the Company.
- 3.8.4 The Customer is responsible for arranging ingress to its premises at times mutually agreeable to it and the Company when required for the Company's personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of the Company's Services.
- 3.8.5 The Customer shall ensure that its terminal equipment and/or system is properly interfaced with the Company's facilities or Services, that the signals emitted into the Company's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers.
- 3.8.6 If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company's equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notification, terminate the Customer's Service.

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3. GENERAL REGULATIONS (Cont'd)**3.8 Responsibilities of the Customer (Cont'd)**

3.8.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, its Authorized Users, or others, or by improper use of equipment provided by the Customer, Authorized Users, or others.

3.8.8 The Customer must pay for the loss through theft or fire of any of the Company's equipment installed at Customer's premises.

3.9 Responsibilities of Authorized Users

3.9.1 The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the Public Utility Commission of Texas and the FCC.

3.9.2 The Authorized User is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

3.9.3 The Authorized User is responsible for providing the Company with a valid method of billing for each call. The Company reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

3.10 Responsibilities of Aggregators

In addition to the responsibilities of Aggregators in their capacities as Customers, Aggregators must also adhere to the following requirements:

3.10.1 Aggregators must post on the telephone instrument, in plain view of Authorized Users,

A. the name, address, and toll free telephone number of the provider of operator services; and

B. a written disclosure that the rates for all operator assisted calls are available on request, and that Authorized Users have a right to obtain access to the intrastate common carrier of their choice and may contact their preferred intrastate common carriers for information on accessing that carrier's service using that telephone; and

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- C. the name and address of the enforcement division of the Public Utility Commission of Texas and the enforcement division of the Federal Communications Commission, to which the Authorized User may direct complaints regarding Operator Services.
- 3.10.2 Aggregators must ensure that each of its telephones presubscribed to a provider of operator services allows the Authorized User to use "800" and "950" access code numbers to obtain access to the provider of operator services desired by the Authorized User.
- 3.10.3 Aggregators must ensure that no charge by the Aggregator to the Authorized User for using "800" or "950" access code numbers is greater than the amount the Aggregator charges for calls placed using the Presubscribed provider of Operator Services.
- 3.10.4 The Company shall withhold payment (on a location-by-location basis) of any compensation, including commissions, to Aggregators if the Company reasonably believes that the Aggregator is (1) blocking access by means of "950" or "800" numbers to intrastate common carriers in violation of The Telephone Consumer Protection Act of 1990 paragraph 3.4.1.B.; or (2) blocking access to equal access codes in violation of rules the Federal Communication Commission and/or the Public Utility Commission of Texas may prescribe.
- 3.11 Cancellation or Interruption of Services
- 3.11.1 Without incurring liability, the Company may discontinue Services, effective immediately after receipt of written notice (Notice shall be deemed received on the third business day following mailing of notice.), to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted Services under the following conditions:
1. for nonpayment of any sum due the Company for more than thirty days after issuance of the bill for the amount due;
 2. for violation of any of the provisions of this tariff;
 3. for violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's Services; or
 4. By reason of any order or decision of a court having competent jurisdiction, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its Services.
- 3.11.2 Without incurring liability, the Company may interrupt the provision of Services at any time in order to perform test(s) and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the

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Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified

3.11.3 Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer Authorization Codes, when the Company deems it necessary to take action to prevent unlawful use of its Service. The Company may restore service as soon as it can be provided without undue risk.

3.11.4 If, for any reason, Service is interrupted, the Customer will only be charged for the Service that was actually used.

3.12 Emergency Calls

The Company will route all O- or OO- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.

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4. PAYMENT AND CREDIT REGULATIONS**4.1 Billing and Credit Regulations**

The charges for messages are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

4.2 Payment for Service

The Customer is responsible for payment of all charges for Services, including charges for Services originated or charges accepted at the Customers' Service point.

- 4.2.1 Charges for third party calls which are charged to a domestic telephone number will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- 4.2.2 Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card issuing company.
- 4.2.3 For Room Charge Calls (Time and Charges), when requested by the Authorized User, and authorized by the Aggregator, the charges will be provided to the Aggregator for inclusion on the hotel, motel, or hospital bill of the Authorized Users. In such cases, the Company will provide a record of the call detail and charges to the hotel, motel, or hospital for such billing purposes. The Aggregator is solely responsible for the collection of Room Charges from its guests, and remains liable to the Company for all Room Charge calls regardless of whether such charges are in fact collected from the Authorized User. Room charge calls are rated in accordance with the Real-Time Rate Table set forth in Section 6.4 herein.
- 4.2.4 Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- 4.2.5 Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's Services hereunder to Customer shall be charged to and payable by Customer in addition to the rates indicated in this tariff for Intrastate Message Telecommunications Service.

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4. PAYMENT AND CREDIT REGULATIONS (Cont'd)**4.2 Payment for Services (Cont'd)**

- 4.2.6 The Customer shall remit payment of all charges in the return envelope supplied with the bill or to any agency authorized by the Company to receive such payment.
- 4.2.7 If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent. A one-time late charge of five percent (5%) may be applied to bills not received by the due date. If a bill contains a disputed amount, the undisputed amount remains due and payable. The undisputed amount will be subject to the late charge if payment of the undisputed amount is withheld beyond the thirty day period.
- 4.2.8 A delinquent account may subject the Customer's Service to temporary disconnection. The Company is responsible for notifying the Customer at least five calendar days before Service is disconnected.
- 4.2.9 Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- 4.2.10 In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- 4.2.11 The Company will not bill for unanswered calls in areas where Equal Access is available, nor will the Company knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, the Company will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.

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4. PAYMENT AND CREDIT REGULATIONS (Cont'd)**4.3 Billing Entity Conditions**

When billing functions on behalf of the Company are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges which cannot be resolved by the billing company, the Billed Party may contact the Company directly. If there is still a disagreement about the disputed amount after investigation and review by the Company or other service provider, the Billed Party has the option to pursue the matter with the Public Utility Commission of Texas. The address of the Public Utility Commission of Texas is listed below:

Public Utility Commission of Texas
7800 Shoal Creek Boulevard Suite 400N
Austin, Texas 78757
(512) 458-0100

4.4 Denial of Access to Intrastate Message Telecommunications Service by the Company

The Company expressly retains the right to immediately deny the access to Service without incurring any liability for any of the following reasons:

- 4.4.1 Nonpayment of any sum due for Service provided hereunder, where customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to Customer's last known address; or
- 4.4.2 Customer's acts or omissions which constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to the Company's operations or its furnishing of services. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnecting service; or
- 4.4.3 The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- 4.4.4 Failure to pay a previously owed bill by the same Customer at another location

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4. PAYMENT AND CREDIT REGULATIONS (Cont'd)**4.5 Customer's Liability in the Event of Denial of Access to Service by the Company**

In the event Customer's Service is disconnected by the Company, Customer shall be liable for all unpaid charges due and owing to the Company associated with the Service.

4.6 Reconnection of Service

If Customer seeks reconnection of Service following denial of Service by the Company, Customer shall pay to the Company prior to the time Service is reinstated, all accrued and unpaid charges in order to reinstate Service.

4.7 Discontinuation of Service

The Customer's Service shall automatically discontinue upon discontinuation of the Customer's subscription to the Company's Service.

4.8 Right to Backbill for Improper Use of the Company's Services

Any person or entity which uses, appropriates or secures the use of Services from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which use, appropriation, or securing of Services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's services actually made by Customer.

4.9 Returned Check Charge

Applicable each time a check or moneys returned and not honored by bank or depository on which issued.

Returned Check Charge \$20.00

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5. GENERAL RATE REGULATIONS

The information in this section pertains to all classes of Operator Services and Direct Dialed Services.

5.1 Taxes

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate line items and are not included in the quoted rates.

5.2 Determination of Duration

5.2.1 For Direct Dialed and Operator Station Calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console. For Person-to-Person calls, chargeable time begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.

5.2.2 Chargeable time ends when the connection is terminated.

5.2.3 Chargeable time does not include the time lost because of known faults or defects in the Service.

5.3 Determination of Time of Day

5.3.1 Day, Evening, and Night/Weekend times are determined by the local time of the location of the rate center of the calling service point. Chargeable time for a rate period (e.g. 8AM-5PM) begins with the first stated hour (8AM) and continues to, but does not include, the second stated hour (5PM). The rate applicable at the start of chargeable time at the calling station applies to the call during the duration of the call that is applicable to that time period. If a call begins in one discount period and ends in another, the initial period discount applied is the discount in effect at the time the call is established. The charges for each additional minute of usage is the additional minute billing rate of the rate period in which the beginning of each minute occurs.

5.3.2 The time when connection is established is determined in accordance with the time - standard or daylight savings - legally or commonly in use at the location of the rate center of the calling service point, determines whether Day, Evening, Night or Weekend rates apply. This rule applies whether the message is sent paid or collect and is applicable to intraLATA and interLATA calls Direct dialed and Operator Assisted calls.

5.3.3 The Evening rate applies to the holidays listed below unless a lower rate period is in effect.

- New Year's Day

January 1

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- Independence Day	July 4
- Labor Day	-
- Thanksgiving Day	-
- Christmas Day	December 25

5.4 Calculation of Billable Time

Calculation of billable time may not exceed the following guide lines:

5.4.1 The initial whole minute or fraction thereof is subject to billing at no more than the appropriate initial minute rate.

5.4.2 The subsequent seconds may be rounded in whole minute increments.

5.5 Calculation of Distance

All measured usage charges are based on the airline distance between rate centers associated with the originating and terminating points of the call. Airline distance is determined according to general industry practice using V&H Coordinates.

5.6 Discounts

Discount rates are available as indicated in the Rate Period Charts in Sections 6.6 and 7.3 for Evening, Night and Weekend calls.

Additional Minute Discount. If a call begins in one discount period and ends in another, the initial period discount is the discount in effect at the time the call is established. The charges for each additional minute of usage is the additional minute billing rate of the rate period in which the beginning of each minute occurs.

5.7 Charge Determination

5.7.1 The rates and charges applicable at any given time will be specified in a Rate Schedule filed and updated as required with the Public Utility Commission of Texas.

5.7.2 The charges for MTS is determined by the:

- distance between applicable rate centers
- time of day and day of week
- duration of call
- class of call

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- 5.7.3 Basic MTS charges applicable to all Direct dialed and Operator Assisted calls are illustrated in the applicable Rate Schedules in Sections 6 and 7 herein. Discounts for the evening, night and weekend reduced rate periods are set forth in Sections 6.6 and 7.3 following. Discounts are not applicable to the operator service charges. Only one operator charge per call will apply.

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6. INFOLINK PREPAID CARD SERVICE REGULATIONS

6.1 General - This section contains the regulations applicable to InfoLink PrePaid Card Service in addition to regulations previously listed.

6.1.1 InfoLink PrePaid Card Service - InfoLink PrePaid Card Service allows customers to acquire cards to originate outbound direct dial calls charged to an InfoLink PrePaid Card. InfoLink PrePaid Card Service may be used to originate calls at any telephone in the U.S. Mainland, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands which terminate in the U.S. Mainland, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands and International locations listed in Section 7, Table 1.

6.1.2 Unit/Dollar Value: InfoLink PrePaid cards are available in various unit or dollar denominations with a per-unit value of \$.19. All InfoLink calls are rounded to the next higher full minute.

6.1.3 For Calls terminating in the U.S. Mainland, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands: one unit equals one minute (or fraction thereof) of calling.

6.1.4 For Calls Terminating in International Locations; the number of units are required for one minute (or fraction thereof) of calling are shown in Section 6.3.

6.1.5 The following types of calls may not be completed with the InfoLink PrePaid Card Service:

- Calls to 500 numbers
- Calls to 700 numbers
- Calls to 800 numbers
- Calls to 900 numbers
- Directory Assistance Calls
- All Operator Services Calls
- Conference Calls
- Call requiring the quotation of time and charges
- Calls originating from international locations

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6. INFOLINK PREPAID CARD SERVICE REGULATIONS (Cont'd.)**6.2 Rate and Charge Application**

6.2.1 InfoLink PrePaid Card Service is available under two options, the InfoLink PrePaid Card Service-Unit Option and InfoLink PrePaid Card-Dollar Option, as described below.

(a)Availability - InfoLink PrePaid Card Service is available twenty-four hours a day, seven days a week from Dual Tone Multi Frequency phones. The number of available InfoLink PrePaid Cards is subject to technical limitations. Such cards will be offered to Customers on a first come, first served basis.

(b)Regulations - In addition to the regulations in Section 2, preceding, the following regulations apply:

1. InfoLink PrePaid Card Service is accessed using the InfoLink 800 number on the card.

2. All calls must be charged against an InfoLink PrePaid Card that has a sufficient available balance.

(c)Rate and Charge Application - InfoLink PrePaid Card Service-Unit Option PrePaid Cards are available in various unit denominations. The InfoLink PrePaid Card Service-Dollar Option Cards are available in various dollar denominations. These prices are inclusive of all taxes. InfoLink PrePaid Card Service-Unit Option Cards will be sold at prices rounded to the nearest cent. InfoLink PrePaid Card Service rates apply twenty-four hours a day seven days a week.

1. InfoLink PrePaid Card Service-Unit Option Cards - The unit denominations may range from 5 units to 300 units, or as otherwise specified by the Company. Unit Option PrePaid Cards will be decremented the appropriate number of units for each minute or fractional part of a minute that a call continues.
2. InfoLink PrePaid Card Service-Dollar Option Cards - The various dollar denominations may range from \$5.00 to \$50.00, or as otherwise specified by the Company. InfoLink PrePaid Card Service-Dollar Option Cards will be decremented the appropriate Price Per Minute Usage Rates specified under Section 5, above are in effect at the time the call is made. The Price Per Minute Usage Rates apply to each minute or fraction thereof for a call. Where the dollar value left on the InfoLink PrePaid Card Service-Dollar Option Card is less than the lowest Price Per Minute for an InfoLink PrePaid Card Service-Dollar Option Card, the card will be retired and the unused balance forfeited. InfoLink PrePaid Card Service-Dollar Option Cards are not rechargeable, unless otherwise specified by the Company.

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6. INFOLINK PREPAID CARD SERVICE REGULATIONS (Cont'd)**6.2 Rate and Charge Application (Cont'd)**

6.2.1 InfoLink PrePaid Card Service is available under two options, the InfoLink PrePaid Card Service-Unit Option and InfoLink PrePaid Card-Dollar Option, as described below. (Cont'd)

(c) InfoLink PrePaid Card Service-Dollar Option Cards (Cont'd)

3. A Customer's call will be interrupted with an announcement when the balance is about to be depleted. Such announcement will occur one minute before the balance will be depleted, based on the terminating location of the call. The Customer will be requested to enter another available valid InfoLink PrePaid Card number in order to continue the call.
4. Calls in progress will be terminated by the Company if the balance on the InfoLink PrePaid Card is insufficient to continue the call and the Customer fails to enter the number of another valid InfoLink PrePaid Card number prior to termination.

(d) Credit Allowances for Interruptions - A credit allowance for InfoLink PrePaid Card Service is applicable to that portion of a call that is interrupted due to poor transmission, one-way transmission, or involuntary disconnection of the call. To receive the proper credit, the Customer must notify the Company at the designated Customer Service Number printed in the InfoLink PrePaid Card and furnish the called number, the trouble experienced (e.g., cut-off, noisy circuit, etc.), and the approximate time the call was placed.

1. Interruptions to Established Calls - When a call is charged to an InfoLink PrePaid Card that is interrupted due to cut-off, one-way transmission, or poor transmission conditions the Customer will receive credit equivalent to the number of calling units for one minute to the terminating location of the interrupted call if the card was established using an InfoLink PrePaid Card Service-Unit Option card. If the interrupted call was established using an InfoLink PrePaid Card Service-Dollar Option Card, the Customer will receive credit equivalent to the Price Per Minute in effect for that call.

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6. INFOLINK PREPAID CARD SERVICE REGULATIONS (Cont'd.)**6.2 Rate and Charge Application (Cont'd)****(d) Credit Allowances for Interruptions (Cont'd)**

When Credit Allowances Do Not Apply - Credit allowances for calls pursuant to InfoLink PrePaid Card Service do not apply for:

Interruptions not reported to the Company, Interruptions that are due to the failure of power, equipment or systems not provided by the Company, or Interruptions caused by the failure of other services provided by this Company which are connected InfoLink PrePaid Card Service, or Wrong numbers. (e) Rates - The rates for calls to International locations using InfoLink PrePaid Cards are listed in Section 7, Table 1.

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7. INFOLINK PREPAID CALLING CARD RATES

CountryCode	CountryName	PER MINUTE RATE (NOT TO EXCEED)
00030000093	Afghanistan - 93	\$1.99
000300001010	Alaska - 001010	\$2.00
000300000355	Albania - 355	\$0.89
000300000213	Algeria - 213	\$0.90
000300000684	American Samoa - 684	\$0.99
000300000037	Andorra - 037	\$0.58
000300000244	Angola - 244	\$1.11
000300809103	Anguilla - 809103	\$0.56
000300809100	Antigua - 809100	\$0.56
000300000054	Argentina - 54	\$0.64
000300007009	Armenia - 7009	\$0.83
000300000297	Aruba - 297	\$0.56
000300000247	Ascension Island - 247	\$1.25
000300000061	Australia - 61	\$0.25
000300000043	Austria - 43	\$0.52
000300007010	Azerbaijan - 7010	\$0.71
000300809007	Bahamas - 809007	\$0.29
000300000973	Bahrain - 973	\$1.11
000300003471	Balearic Islands - 3471	\$2.00
000300000880	Bangladesh - 880	\$0.99
000300809005	Barbados - 809005	\$0.52
000300007001	Belarus - 7001	\$0.99
000300000032	Belgium - 32	\$0.47
000300000501	Belize - 501	\$0.99
000300000229	Benin - 229	\$0.90
000300809006	Bermuda - 809006	\$0.62
000300000975	Bhutan - 975	\$1.66
000300000591	Bolivia - 591	\$1.00
000300000387	Bosnia - 387	\$0.90
000300000267	Botswana - 267	\$1.25
000300000055	Brazil - 55	\$0.56
000300809003	British Virgin Islands - 809003	\$0.71
000300000673	Brunei - 673	\$0.99
000300000359	Bulgaria - 359	\$0.71
000300000226	Burkina Faso - 226	\$0.99
000300000257	Burundi - 257	\$1.25
000300000855	Cambodia - 855	\$1.42
000300000237	Cameroon - 237	\$1.11
000300001003	Canada - 001003	\$0.20
000300000238	Cape Verde Island - 238	\$0.99

Issued: August 26, 1997

Effective: August 31, 1997

Mark C. Rohde, President
400 N. St. Paul St., Suite 1350
Dallas, Texas 75201

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000300809002	Cayman Islands - 809002	\$0.76
000300000236	Central African Rep - 236	\$1.42
000300000235	Chad - 235	\$1.66
000300000056	Chile - 56	\$0.63
000300000086	China People Republic - 86	\$0.79
000300006722	Christmas & Cocos - 6722	\$2.00
000300000057	Colombia - 57	\$0.83
000300000269	Comoros - 269	\$1.25
000300000242	Congo - 242	\$1.25
000300000682	Cook Islands - 682	\$1.66
000300000506	Costa Rica - 506	\$0.64
000300000385	Croatia - 385	\$0.71
000300000053	Cuba - 53	\$0.91
000300000357	Cyprus - 357	\$0.83
000300000421	Czech Republic - 421	\$0.66
000300001000	Default - 1000	\$2.00
000300000045	Denmark - 45	\$0.47
000300000246	Diego Garcia - 246	\$1.25
000300000253	Djibouti - 253	\$1.25
000300809104	Dominica & Grenada - 809104	\$0.76
000300809000	Dominican Republic - 809000	\$0.67
000300000593	Ecuador - 593	\$0.91
000300000020	Egypt - 20	\$0.75
000300000503	El Salvador - 503	\$0.83
000300000240	Equator Guinea - 240	\$1.66
000300000291	Eritrea - 291	\$1.66
000300000372	Estonia - 372	\$0.83
000300000251	Ethiopia - 251	\$1.25
000300000298	Faeroe Islands - 298	\$0.76
000300000500	Falkland Islands - 500	\$1.11
000300000679	Fiji - 679	\$1.42
000300000358	Finland - 358	\$0.47
000300000689	Fr Polynesia & Moorea Tahiti - 689	\$2.00
000300000033	France - 33	\$0.25
000300000596	French Antilles - 596	\$0.89
000300000594	French Guiana - 594	\$0.99
000300000241	Gabon - 241	\$1.25
000300000220	Gambia - 220	\$0.64
000300007008	Georgia - 7008	\$1.25
000300000049	Germany - 49	\$0.25
000300000233	Ghana - 233	\$0.75
000300000350	Gibraltar - 350	\$0.83
000300809001	Grand Turks - 809001	\$2.00

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00030000030	Greece - 30	\$0.58
000300000299	Greenland - 299	\$0.83
000300000590	Guadeloupe - 590	\$0.76
000300000671	Guam - 671	\$0.52
000300005399	Guantanamo Bay - 5399	\$0.99
000300000502	Guatemala - 502	\$0.91
000300000224	Guinea - 224	\$0.99
000300000245	Guinea & Bissau - 245	\$1.42
000300000592	Guyana - 592	\$1.11
000300000509	Haiti - 509	\$0.59
000300001011	Hawaii - 001011	\$0.19
000300000504	Honduras - 504	\$0.91
000300000852	Hong Kong - 852	\$0.25
000300000036	Hungary - 36	\$0.62
000300000354	Iceland - 354	\$0.66
000300001001	In Area Code - 1001	\$0.15
000300000091	India - 91	\$1.00
000300000062	Indonesia - 62	\$0.99
000300000871	Inmarsat Atl East - 871	\$6.25
000300000873	Inmarsat Indian - 873	\$6.25
000300000872	Inmarsat Pacific - 872	\$6.25
000300000874	Inmarsat West - 874	\$6.25
000300000098	Iran - 98	\$1.25
000300000964	Iraq - 964	\$1.25
000300000353	Ireland - 353	\$0.39
000300000972	Israel - 972	\$0.83
000300000039	Italy - 39	\$0.39
000300000225	Ivory Coast - 225	\$1.25
000300809010	Jamaica - 809010	\$0.91
000300000081	Japan & Okinawa - 81	\$0.56
000300000962	Jordan - 962	\$0.88
000300007003	Kazakhstan - 7003	\$1.11
000300000254	Kenya - 254	\$0.99
000300000686	Kiribati & Kirghizia - 686	\$1.42
000300000850	Korea (North) - 000850	\$1.11
000300000082	Korea (South) - 000082	\$0.49
000300000965	Kuwait - 965	\$0.99
000300000374	Kyrgystan - 374	\$1.11
000300000856	Laos - 856	\$1.66
000300000371	Latvia - 371	\$0.83
000300000961	Lebanon - 961	\$0.99
000300000266	Lesotho - 266	\$1.42
000300000231	Liberia - 231	\$0.69

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000300000218	Libya - 218	\$0.83
000300000417	Liechtenstein - 417	\$0.52
000300000370	Lithuania - 370	\$0.64
000300001002	Local - 1002	\$2.00
000300000352	Luxemburg - 352	\$0.52
000300000853	Macao - 853	\$1.11
000300000389	Macedonia - 389	\$0.99
000300000261	Madagascar - 261	\$1.25
000300000265	Malawi - 265	\$0.89
000300000060	Malaysia - 60	\$0.76
000300000960	Maldives - 960	\$1.42
000300000223	Mali Republic - 223	\$1.25
000300000356	Malta - 356	\$0.83
000300000692	Marshall Islands - 692	\$1.25
000300000222	Mauritania - 222	\$1.11
000300000230	Mauritius - 230	\$1.25
000300002691	Mayotte Island - 2691	\$1.42
000300000521	Mexico - Band 1	\$0.22
000300000522	Mexico - Band 2	\$0.59
000300000523	Mexico - Band 3	\$0.59
000300000524	Mexico - Band 4	\$0.59
000300000525	Mexico - Band 5	\$0.59
000300000526	Mexico - Band 6	\$0.59
000300000527	Mexico - Band 7	\$0.59
000300000528	Mexico - Band 8	\$0.59
000300000529	Mexico (Default)	\$2.00
000300000691	Micronesia - 691	\$1.25
000300000373	Moldavia - 373	\$1.42
000300000377	Monaco - 377	\$0.47
000300000976	Mongolia - 976	\$1.25
000300809004	Montserrat - 809004	\$0.58
000300000212	Morocco - 212	\$0.69
000300000258	Mozambique - 258	\$0.99
000300000095	Myanmar (Burma) - 95	\$1.42
000300000264	Namibia - 264	\$1.11
000300000674	Nauru - 674	\$1.42
000300000977	Nepal - 977	\$1.42
000300000031	Netherlands - 31	\$0.47
000300000599	Netherlands Antilles - 599	\$2.00
000300809469	Nevis Island - 809469	\$0.76
000300000687	New Caledonia & Dependancies - 687	\$1.42
000300000064	New Zealand & Chatham Islands - 64	\$0.52
000300000505	Nicaragua - 505	\$1.00

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000300000249	Sudan - 249	\$0.90
000300000597	Suriname - 597	\$1.25
000300000268	Swaziland - 268	\$0.90
000300000046	Sweden - 46	\$0.29
000300000041	Switzerland - 41	\$0.47
000300000963	Syria - 963	\$1.25
000300000886	Taiwan - 886	\$0.39
000300007007	Tajikistan - 7007	\$1.11
000300000255	Tanzania - 255	\$1.25
000300000066	Thailand - 66	\$0.88
000300000228	Togo - 228	\$1.42
000300000676	Tonga Islands - 676	\$1.42
000300809008	Trini & Tobago - 809008	\$0.49
000300000216	Tunisia - 216	\$0.99
000300000090	Turkey - 90	\$0.64
000300007005	Turkmenistan - 7005	\$1.25
000300000688	Tuvalu - 688	\$1.42
000300000256	Uganda - 256	\$1.11
000300007002	Ukraine - 7002	\$0.90
000300000971	United Arab Emirates - 971	\$0.79
000300000044	United Kingdom - 44	\$0.29
000300000001	United States - 0001	\$0.15
000300001005	United States 800 - 1005	\$0.19
000300000598	Uruguay - 598	\$0.88
000300809011	US Virgin Islands - 809011	\$0.25
000300007006	Uzbekistan - 7006	\$1.11
000300000678	Vanuatu - 678	\$1.42
000300000379	Vatican City - 379	\$0.66
000300000058	Venezuela - 58	\$0.39
000300000084	Vietnam - 84	\$1.25
000300000681	Wallis & Futana - 681	\$0.71
000300000685	Western Samoa - 685	\$1.25
000300000967	Yemen Arab Republic - 967	\$0.88
000300000969	Yemen Peoples - 969	\$0.88
000300000381	Yugoslavia & Serbia - 381	\$0.66
000300000243	Zaire - 243	\$1.11
000300000260	Zambia - 260	\$1.11

LAW OFFICES
MESSER, CAPARELLO & SELF
A PROFESSIONAL ASSOCIATION

215 SOUTH MONROE STREET, SUITE 701
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August 29, 1997

BY HAND DELIVERY

Ms. Blanca Bayo, Director
Division of Records and Reporting
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

CITIZEN

Dear Ms. Bayo:

Enclosed for filing on behalf of Infolink Communications, Ltd. are an original and six copies of Infolink Communications, Ltd. Application for Authority to Provide Interexchange Telecommunications Service, Infolink Communications, Ltd. Florida Tariff and a check in the amount of \$250.00 for the filing fee. Qualification by the Florida Secretary of State for InforLink Communications, Ltd is pending.

Please indicate receipt of this document by stamping the enclosed extra copy of this letter.

Thank you for your assistance in this matter.

Sincerely

LAW OFFICES
MESSER, CAPARELLO, METZ, MAIDA & SELF, P.A.
OPERATING ACCOUNT
215 S. Monroe St., Suite 701
Post Office Box 1876
Tallahassee, Florida 32302-1876
(904) 222-0720

August 29, 1997

PAY
TO THE
ORDER OF Florida Public Service Commission----- **\$250.00**
Two Hundred and Fifty Dollars and 00/100-----

BARNETT BANK
TALLAHASSEE OFFICE 025015
215 S MONROE ST.
TALLAHASSEE, FL 32301

MESSER, CAPARELLO, METZ, MAIDA & SELF, P.A.


ASSISTANT TREASURER