

**KELLEY DRYE & WARREN LLP**

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

1200 19TH STREET, N.W.

SUITE 500

WASHINGTON, D. C. 20036

(202) 955-9800

ORIGINAL

FILE

NEW YORK, N.Y.

LOS ANGELES, CA.

MIAMI, FL.

CHICAGO, IL.

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PARSIPPANY, N.J.

BRUSSELS, BELGIUM

HONG KONG

AFFILIATED OFFICES

NEW DELHI, INDIA

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DEPOSIT

DATE

D613

SEP 12 1997

WRITER'S DIRECT LINE  
(202) 955-9883

September 11, 1997

VIA OVERNIGHT DELIVERY

Ms. Blanca Bayo  
Director  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

Re: Application of Efficcy Group, Inc.

971193-TI

Dear Ms. Bayo:

Enclosed for filing with the Florida Public Service Commission please find an original and 6 copies of Efficcy Group, Inc.'s application to provide intrastate interexchange services. Also enclosed is a check in the amount of \$250.00 to cover the requisite filing fee.

★ Also enclosed are a duplicate copy of this filing and a self-addressed, postage-paid envelope. Please date-stamp the duplicate and return it in the envelope provided.

Please do not hesitate to call me if you have any questions.

Respectfully submitted,

*Mariann Z. Machida*  
Mariann Z. Machida

Enclosure

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

Initials of person who forwarded check:  
*AS*

★ Not w/application

09291-97  
9-12-97

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

**101 East Gaines Street  
Fletcher Building  
Tallahassee, Florida 32399-0866**

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

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**Instructions**

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In 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, Room G-50  
2540 Shumard Oak Blvd.  
Gunter Building  
Tallahassee, Florida 32399-0850  
(904) 413-6251**

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

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

2. 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 carriers. 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.**

3. Name of corporation, partnership, cooperative, joint venture or sole proprietorship:

**Efficacy Group, Inc.**

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

**Not applicable.**

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

**403 Woods Lake Road, Suite 140  
Greenville, South Carolina 29607**

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

**Not applicable.**

7. Structure of organization;

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

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

**Not applicable.**

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

9. If incorporated, please give:

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

Corporate charter number: F97000003606

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

**Corporation Service Company  
1201 Hays Street  
Tallahassee, Florida 32301**

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

**Not applicable.**

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

(d) 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. **No.**
- (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. **No.**

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

(a) The Application;

**Brad E. Mutschelknaus  
Marieann Z. Machida  
Kelley, Drye & Warren LLP  
1200 19th Street, N.W., Suite 500  
Washington, DC 20036  
(202) 955-9600**

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

**Kaye Davis  
Staff Attorney  
Efficy Group, Inc.  
403 Woods Lake Road, Suite 140  
Greenville, South Carolina 29607  
(864) 675-1125**

(c) Tariff:

**Kaye Davis**

(d) Complaints/Inquiries from customers;

**Customers may contact customer service 24 hours a day, seven days a week by dialing (888) 233-3429.**

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.

**California, Connecticut, Georgia, Indiana, New York, Nebraska, North Carolina and South Carolina.**

(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.**

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

- |                          |                        |                          |           |
|--------------------------|------------------------|--------------------------|-----------|
| <input type="checkbox"/> | Facilities             | <input type="checkbox"/> | Operators |
| <input type="checkbox"/> | Billing and Collection | <input type="checkbox"/> | Sales     |
| <input type="checkbox"/> | Maintenance            |                          |           |
| <input type="checkbox"/> | Other: _____           |                          |           |

**None.**

13. Do you have a marketing program?

**Yes.**

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.). **See Exhibit E.**

**Efficacy plans to offer a distributor/shareholder equity program as a sales incentive. In addition to a commission, a distributor will have the**

opportunity to  a percentage of shares in the company. The distributor will receive shares based upon the amount of billed long distance revenue attained within specified time periods.

A commission will be paid to a distributor at a 10% level for six months. If a \$25,000 threshold has not been achieved, the payout will revert back to 8%.

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

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Residential customers | <input checked="" type="checkbox"/> Business customers |
| <input type="checkbox"/> PATS providers                   | <input type="checkbox"/> PATS station end-users        |
| <input type="checkbox"/> Hotel & motels                   | <input type="checkbox"/> Hotel & motel guests          |
| <input type="checkbox"/> Universities                     | <input type="checkbox"/> Univ. dormitory residents.    |
| <input type="checkbox"/> 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?

**Efficcy's billing agent will be Optimization Services, Inc. Customer service will be available from 8:00 am to 6:00 pm EST Monday through Friday by calling (888) 233-3429. Customers will receive a separate bill in the mail.**

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

**Optimization Services, Inc.  
403 Woods Lake Road, Suite 201  
Greenville, South Carolina 29607**

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

- A. Financial capability.

**See Exhibit B.**

**As a newly-formed company, EGI has no significant financial history. However, EGI has access to ample capital to provide the services for which it requests authority in this Application. A copy of EGI's pro forma financial statement is appended hereto as Exhibit B.**

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.**

See Exhibit C.

**Applicant's top management personnel have extensive experience in the telecommunications industry. Their extensive management and technical experience will be applied as necessary to design, deploy and operate an efficient and reliable system in the state for the provision of competitive interexchange services.**

**C. Technical capability.**

**As a reseller of interexchange services, EGI will not be required to make a substantial investment in facilities in Florida. The Applicant will resell interexchange telecommunications services obtained from other carriers, including Sprint and WorldCom. Thus, EGI's customers will receive high quality and reliable telecommunications services.**



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 Exhibit D.

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)

**Applicant's 10XXX code is 10 488. As a newly-formed company, 800 access is not yet available.**

22. \_\_\_\_\_ Other:

**ATTACHMENTS:**

**A - CERTIFICATE TRANSFER STATEMENT**

**B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

**C - INTRASTATE NETWORK APPLICANT ACKNOWLEDGEMENT STATEMENT**

**D - FLORIDA TELEPHONE EXCHANGES and EAS ROUTES**

**E - GLOSSARY**

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

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

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

**The Applicant has no immediate plans to collect deposits, but reserves the right to do so in the event a customer presents undue credit risk.**

**UTILITY OFFICIAL:** Kaye Davis  
Signature

9-4-97  
Date

Officy Group Inc  
Secretary  
Title

Telephone No. (864) 675-1125

**\*\*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 AAV 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.

UTILITY OFFICIAL: Keye Davis  
Signature

9-4-97  
Date

Secretary  
Title

Telephone No. 864-675-1125

**VERIFICATION**

I am authorized to represent Effic Group, Inc. and to make this verification on its behalf. The statements in the foregoing document are true of my own knowledge, except as to matters which are therein stated on information and belief, and as to those matters, I believe them to be true. I declare under penalty of perjury that the foregoing is true and correct.

By: Barney R. Shorter

Name: Barney R. Shorter

Title: President

Date: 6-18-97

Sworn and subscribed to  
before me this 18  
day of June, 1997.

John R. Muhlitz  
Notary Public

My Commission expires: 6-17-2001

# **EXHIBIT A**



**FLORIDA DEPARTMENT OF STATE**  
**Sandra B. Mortham**  
**Secretary of State**

July 11, 1997

**KAYE DAVIS**  
**EFFICY GROUP, INC.**  
**403 WOODS LAKE ROAD, STE 140**  
**GREENVILLE, SC 29607**

**Qualification documents for EFFICY GROUP, INC. were filed on July 11, 1997 and assigned document number F97000003606. Please refer to this number whenever corresponding with this office.**

**Your corporation is now qualified and authorized to transact business in Florida as of the file date.**

**A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.**

**Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.**

**Should you have any questions regarding this matter, please telephone (850) 487-6091, the Foreign Qualification/Tax Lien Section.**

**Michael Mays**  
**Document Specialist**  
**Division of Corporations**

**Letter Number: 297A00035740**



**FLORIDA DEPARTMENT OF STATE**  
**Sandra B. Mortham**  
**Secretary of State**

July 11, 1997

**KAYE DAVIS**  
**EFFICY GROUP, INC.**  
**403 WOODS LAKE ROAD, STE 140**  
**GREENVILLE, SC 29607**

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Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 487-6091, the Foreign Qualification/Tax Lien Section.

**Michael Mays**  
**Document Specialist**  
**Division of Corporations**

Letter Number: 297A00035740



Account Number 5121347891 Demand Deposit Inquiry Product Type 101 Short Name EFFICYGROI0000

Current Balance 168,869.65 Constant Credit Code N
C/C Available Balance .00 C/C Account Number
Holds .00 C/C Payment Due Date 00-00-00
Memo Posting .00 Date Overdrawn 00-00-00
Available Balance 168,869.65 OD Days This Month 000
One Day Float \$ 92,727 Overdraft Limit
Other Float \$ 22 Overdraft Limit Code
Sweep Bal (See Page 3) .00 NSF/OD Matrix Code R
Date Last Deposit 06-13-97 OD Charge Code A
Deposit Amount 1,250 NSF/OD Option
Activity Flag \* NSF Items This Month 000
Date Last Active 06-13-97 NSF Returned Items This Month 0000
Stop Code Closed To Post Code

Collected Available Balance 168,847.65
Opening Collected Balance 168,847.65
Closing Collected Balance 76,120.65
12 Month Average Collected Balance 10,844
12 Month Average Balance 12,987
12 Month Loan Balance 9,760
12 Month Returned Items 00000

Press "ENTER" to continue

F2=PrtScn F3=Modules F4=Options F6=Exit PgDn=Page Forward

I certify and guarantee that the above balances are true for the above account, Efficy Group, Inc. for this day June 16, 1997.

Signature Guaranteed
Branch Banking and Trust Company
of South Carolina
67-160

By Mary C Hardin
ASST. Vice President

Efficacy Group, Inc.

Projected Statement of Earnings

For the Five Months Ending December 31, 1997

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Total
Net communication													
services revenue								34,500	94,000	178,500	287,000	421,500	1,015,500
Cost of services								27,083	73,790	140,123	225,295	330,878	797,169
Gross profit								7,418	20,210	38,378	61,705	90,623	218,333
Selling, general and													
administrative exp.								71,375	83,525	93,125	104,525	119,450	472,000
Management Fees-MIS								28,390	28,390	28,390	28,390	28,390	141,960
Depreciation & amort.								7,418	8,997	10,524	12,052	13,580	52,571
Earnings - oper.								(99,766)	(100,702)	(93,662)	(83,262)	(70,798)	(448,189)
Interest expense								4,200	4,100	4,100	4,000	3,900	20,300
Net earnings(loss)													
before taxes								(103,966)	(104,802)	(97,762)	(87,262)	(74,698)	(468,489)
Income taxes													
Net earnings (loss)								(103,966)	(104,802)	(97,762)	(87,262)	(74,698)	(468,489)

Efficcy Group, Inc.

Projected Statement of Earnings

For the Year Ending December 31, 1998

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Total
Net communication													
services revenue	580,000	763,500	972,000	1,205,500	1,464,000	1,746,500	2,055,000	2,373,500	2,703,000	3,042,500	3,391,000	3,749,500	24,046,000
Cost of services	452,400	595,530	758,160	940,290	1,141,920	1,362,270	1,602,900	1,851,330	2,108,340	2,373,150	2,644,980	2,924,610	18,755,680
Gross profit	127,600	167,970	213,840	265,210	322,080	384,230	452,100	522,170	594,660	669,350	746,020	824,890	5,290,120
Selling, general and													
administrative exp.	132,525	152,493	174,135	252,551	279,948	309,556	342,003	375,396	410,038	451,691	488,333	525,921	3,894,580
Management Fees-MIS	28,390	28,390	28,490	32,798	32,798	32,798	32,798	32,798	32,798	32,798	32,798	32,798	360,452
Depreciation & amort.	15,108	16,635	18,164	20,441	21,968	23,497	25,024	26,552	28,080	29,608	31,135	32,664	289,776
Earnings - oper.	(48,423)	(29,548)	(6,949)	(40,580)	(12,634)	18,379	52,275	67,424	123,744	154,953	193,454	233,207	725,302
Interest expense	13,500	13,600	13,500	13,500	13,400	13,300	13,300	13,200	13,100	13,000	13,000	12,900	159,300
Net earnings(loss)													
before taxes	(61,923)	(43,148)	(20,449)	(54,080)	(26,034)	5,079	36,975	74,224	110,644	141,953	180,454	220,307	566,002
Income taxes												32,500	32,500
Net earnings (loss)	(61,923)	(43,148)	(20,449)	(54,080)	(26,034)	5,079	36,975	74,224	110,644	141,953	180,454	187,807	533,502

Efficy Group, Inc.

Projected Statement of Earnings

For the Year Ending December 31, 1999

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Total
<b>Net communication</b>													
services revenue	4,119,000	4,515,500	4,886,000	5,294,500	5,693,000	6,101,500	6,512,200	6,898,500	7,267,000	7,611,500	7,931,000	8,225,500	75,045,200
Cost of services	3,192,225	3,469,513	3,766,650	4,095,466	4,412,075	4,728,663	5,048,965	5,348,338	5,631,925	5,898,913	6,146,525	6,374,763	58,160,030
Gross profit	926,775	1,045,987	1,119,350	1,199,033	1,280,925	1,372,838	1,463,235	1,550,162	1,635,075	1,712,587	1,784,475	1,850,738	16,885,170
<b>Selling, general and</b>													
administrative exp.	566,658	608,439	647,398	711,445	754,327	801,970	845,093	890,405	929,097	973,345	1,008,692	1,042,565	9,777,630
Management Fees-MIS	32,798	32,798	32,798	33,680	33,680	33,680	33,680	33,680	33,680	33,680	33,680	33,680	401,514
Depreciation & amort.	34,491	36,016	37,547	39,374	40,902	41,598	42,291	42,985	42,985	43,285	43,285	43,285	466,044
Earnings - oper.	292,630	338,733	381,609	404,514	452,016	465,592	544,161	565,093	629,313	682,276	700,618	731,208	6,217,782
Interest expense	23,000	23,000	22,600	22,700	22,700	22,700	22,500	22,500	22,400	22,300	22,200	22,200	271,000
<b>Net earnings(loss)</b>													
before taxes	269,630	315,733	358,809	381,814	429,316	472,892	521,661	562,593	606,913	639,976	678,418	709,008	5,946,782
Income taxes	92,000	107,000	121,000	129,000	145,000	159,000	175,000	189,000	205,000	214,000	227,000	237,000	2,000,000
<b>Net earnings (loss)</b>	177,630	208,733	237,809	252,814	284,316	313,892	346,661	373,593	401,913	425,976	451,418	472,008	3,946,782

## **Biographies**

### **Efficy Group, Inc.**

#### **Barney R. Shorter**

President

Mr. Shorter, 43, has served as president of the Company since its inception in April, 1997. He has ten years of experience in the telecommunications industry. Mr. Shorter began his career working in various capacities with ITT/Metromedia and Cabbage Communications. In 1989 Mr. Shorter was employed as an Account Executive with Teleco, USA, a telecom services and interconnect company. From 1990 to 1995 he was employed initially as Director of Sales, later as Director of Dealer Development and finally as Director of Vertical Markets for Corporate Telemanagement Group, Inc. Most recently, following LCI's acquisition of Corporate Telemanagement Group, Inc., Mr. Shorter served as Distributor Account Manager for LCI. He is a graduate of Clemson University.

#### **Ellis A. Elmore**

Chief Financial Officer

Mr. Elmore, 55, has served as Chief Financial Officer of the Company since its inception in April, 1997. He has served as a director of Teleco, Inc., a national telecommunications equipment distributor, since 1987 to the present. From November 1987 to January 1990 Mr. Elmore served as Chief Financial Officer of Consilium Group, Inc., a management/ investment company. From 1986 to September 1987, Mr. Elmore served as Chief Financial Officer of Southern Net, Inc., which merged with Tel/Man, Inc. From 1984 to 1986, Mr. Elmore served as Chief Financial Officer of Tel/Man, Inc. Both Tel/Man, Inc., and Southern Net, Inc., were long distance telephone service companies. Mr. Elmore graduated from the University of Georgia.

#### **Chris F. Langley**

Vice President, Corporate Development

Mr. Langley, 35, has been active in the telecommunications industry since 1984. From 1984 to 1988 he was employed as a sales representative with Tel/Man, Inc., a Greenville, SC, based long distance telephone service company. From December of 1986, following a merger between Tel/Man, Inc. and Southern Net, Mr. Langley served as Branch Manager, Virginia until 1988. From 1988 to 1990 he was employed as a Director of Sales for Advantage Network, a Tennessee based long distance reseller. From 1990 to 1993 Mr. Langley served as Director of Sales for Corporate Telemanagement Group, Inc. From 1993 to 1995 he was Owner/President of HLI, Inc., a long distance reseller and systems integration company. From 1996, Mr. Langley was employed as National Strategic Account Manager for MCI. He is a graduate of Winthrop University.

**Jack Lovgren**

**Vice President, Operations**

Mr. Lovgren, 34, has eleven years experience in the telecommunications industry. From 1986 to 1996 he was employed with Sprint Communications in various capacities, beginning as a Network Engineer in Sprint's Private Line Engineering Group. From 1989 to 1992, Mr. Lovgren worked as a Technical Applications Consultant in Sprint's Wholesale Services Group, providing pre and post sale support to Sprint's carrier resale customers. In 1992 Mr. Lovgren was promoted to National Account Manager, responsible for sales of bulk services to Sprint's carrier customers in a four state region and the Regional Bell Operating Company, BellSouth. In 1996, Mr. Lovgren accepted a position as Senior Manager of Corporate Communications with BellSouth Long Distance. Mr. Lovgren is a 1985 graduate of the University of Georgia.

# Efficy Group, Inc.

FL.P.S.C. Tariff No. 1  
Original Sheet No. 1

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## Interexchange Common Carrier Service

Regulations, rates and charges applicable  
to intrastate telecommunications services furnished  
by Efficy Group, Inc.

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Issued:

Issued by:

Barney R. Shorter  
President  
Efficy Group, Inc.  
403 Woods Lake Road, Suite 140  
Greenville, South Carolina 29607  
(864) 675-1125

Effective:

# Efficy Group, Inc.

FL P.S.C. Tariff No 1  
Original Sheet No 2

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## CHECK SHEET

Pages 1-60 Inclusive of this Tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
1	Original	26	Original	51	Original
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25	Original	50	Original		

\*New or Revised Pages

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Original Sheet No. 6

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## CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

### CONCURRING CARRIERS:

No Concurring Carriers

### CONNECTING CARRIERS:

No Connecting Carriers

### OTHER PARTICIPATING CARRIERS:

No Participating Carriers

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FL.P S C Tariff No 1  
Original Sheet No 7

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## EXPLANATION OF SYMBOLS

- (C) To signify changed regulation
- (D) To signify discontinued material
- (I) To signify rate or charge increase
- (M) To signify material relocated without change in text or rate
- (N) To signify new material
- (R) To signify reduction
- (S) To signify reissued material
- (T) To signify a change in text but no change in rate or regulation
- (Z) To signify a correction

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FL P.S.C. Tariff No 1  
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## APPLICABILITY

This Tariff contains the regulations and rates applicable to the provision of intrastate telecommunications services by Efficy Group, Inc. (hereinafter "the Company") within the State of Florida.

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FL.P.S.C. Tariff No 1  
Original Sheet No 9

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## TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets occasionally are added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FL.P.S.C. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.
- C. Paragraph Numbers Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its 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).1.
  - 2.1.1.A.1.(a).1.(i).
- D. Check Sheets - When a tariff filing is made with the FL.P.S.C., an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated on the check sheet by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e. the format, etc., remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the FL.P.S.C.

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# Efficy Group, Inc.

FL P S C Tariff No. 1  
Original Sheet No. 10

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SECTION 1. DEFINITIONS

For the purpose of this Tariff, the following definitions will apply:

AT&T

American Telephone and Telegraph Company.

Authorization Code

A numerical sequence which enables a customer to access the carrier and which is used by the Company to identify the customer for billing purposes.

Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

---

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# Efficy Group, Inc.

FL.P.S.C Tariff No 1  
Original Sheet No 11

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SECTION 1. DEFINITIONS (Cont'd)

Billed Party

The person or entity responsible for payment of the Company's service. The Billed Party is the Customer associated with the Access Number used to place the call, with the following exceptions:

- (a) in the case of a calling card or credit card call, the Billed Party is the holder of the calling card or credit card used by the User; and
- (b) in the case of a collect or third party call, the Billed Party is the person responsible for the local or wireless telephone service at the telephone number that agrees to accept charges for the call.

Call

A completed connection between the Calling and Called Stations.

Called Station

The telephone number called.

---

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# Efficy Group, Inc.

FL.P.S.C. Tariff No. 1  
Original Sheet No. 12

---

SECTION 1. DEFINITIONS (Cont'd)

Calling Station

The telephone number from which a Call originates.

Common Carrier

A company or entity providing telecommunications services to the public.

Company

Efficy Group, Inc.

Customer

The person, firm, corporation or governmental unit which orders Service -- either for its own use, as a resale carrier or as a non-profit manager of a sharing group -- and which is responsible for the payment of charges and for compliance with Company Tariff regulations. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use the Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

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FL.P.S.C. Tariff No. 1  
Original Sheet No. 13

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SECTION 1. DEFINITIONS (Cont'd)

Customer Provided Equipment

Telecommunications terminal equipment that is located at the customer's residence or place of business.

Day

The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the call is originated.

Direct-Dialed Call

A call requiring no operator assistance.

Due Date

The Due Date is the date on which payment is due.

End User

The person that uses the Company's service.

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# Efficy Group, Inc.

FL.P.S.C. Tariff No. 1  
Original Sheet No. 14

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SECTION 1. DEFINITIONS (Cont'd)

Evening

The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the call is originated.

F.C.C.

Federal Communications Commission.

FL.P.S.C.

Florida Public Service Commission

Foreign Communication

Communications or transmissions from or to any place in the United States to or from a foreign country, or between a station in the United States and a mobile located outside the United States.

Holiday

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Incomplete Call

Any call where voice transmission between the calling and the called station is not established.

Interruption

Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Efficy Group, Incorporated, that such Service is inoperative and ending at the time of restoration.

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# Efficy Group, Inc.

FL P S C Tariff No 1  
Original Sheet No 15

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## SECTION 1. DEFINITIONS (Cont'd)

### Night/Weekend ("N/Wkd")

The period of time from 11:00 p.m. to (but not including) 8:00 a.m., Monday through Friday, any time on Saturday and all day Sunday, except 5:00 p.m. to (but not including) 11:00 p.m., as measured by local time at the location from which the call is originated.

### Personal Identification Number (PIN)

A pre-defined series of numbers to be dialed by the customer upon obtaining access to the Company's service to validate that prepaid credit remains sufficient to allow use of the service

### Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

### Prepaid Calling Card

A calling card or other tangible item which (i) contains an Access Number or an access code, (ii) is supplied by the Company or its agent, and (iii) permits a User to use the Company's services up to an amount prepaid to the Company. Calls charged to a prepaid calling card will be debited against the amount the User has prepaid.

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# Efficy Group, Inc.

FL P S C Tariff No. 1  
Original Sheet No. 16

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SECTION 1. DEFINITIONS (Cont'd)

Service

Service means any or all Service(s) provided pursuant to this Tariff

Tariff

This tariff, together with any and all revisions thereto, filed by the Company with the F.L.P.S.C.

Underlying Carrier

A provider of telecommunications services from whom the Company acquires services which it resells to customers.

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# Efficy Group, Inc.

FL P.S.C. Tariff No 1  
Original Sheet No 17

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## SECTION 2. RULES AND REGULATIONS

### 2.1 Description and Limitations of Service

- 2.1.1. The Company undertakes to provide Service between the points described herein in accordance with the terms and conditions set forth in this Tariff.
- 2.1.2. Services provided pursuant to this tariff may be utilized only for the transmissions of communications by customers consistent with the terms of this Tariff the rules and regulations of the F.C.C., FL.P.S.C., and the requirements of the Communications Act of 1934, as amended.
- 2.1.3. The Company shall maintain sole absolute discretion over the routing of the Service furnished under this Tariff.
- 2.1.4. The Service is offered subject to the availability of suitable facilities, the provisions of this Tariff and applicable laws and regulations. The company reserves the right to limit the length of communications or to discontinue furnishing the Service, when necessary, due to lack of transmissions media capacity, or to causes beyond its control. The Company may limit or interrupt the use of Service because of (i) the lack of transmission medium capacity; (ii) the need to perform maintenance, modifications, upgrades, reallocations, testing or other similar activities necessary for the provision of Service; or (iii) any cause beyond its control.
- 2.1.5. The use and restoration of the service during emergency conditions shall be in accordance with Part 64, Subpart D, Appendix A, of the FL P.S.C. rules and regulations, 47 C.F.R. Part 64 (1993), which specifies the priority system for services.

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FL.P.S.C. Tariff No 1  
Original Sheet No 18

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.1. Description and Limitations of Service (Cont'd)

- 2.1.6. Service is offered in selected equal access exchanges subject to the availability of facilities and the provision of this Tariff. The Company reserves the right to refuse to provide Service to or from any location where it has not ordered access facilities, installed network interconnections or the necessary facilities and/or equipment are otherwise not available.
- 2.1.7. The Company reserves the right, when necessary, to arrange for Service to be furnished through the facilities of other entities or through the use of agents or subcontractors.
- 2.1.8. The Company may require a customer to sign an application form and to establish credit worthiness as a condition precedent to the initial establishment of service. The application shall state the date on which service shall begin and the points between which service is to be provided, the type facilities required, and any special arrangements related thereto.

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# Efficy Group, Inc.

FL P S C Tariff No 1  
Original Sheet No 19

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## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.1. Description and Limitations of Service (Cont'd)

- 2.1.9. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment and refuses to comply with the deposit requirements set forth in this tariff. (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or regulation, or if any applicable law or regulation restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service.
- 2.1.10. Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one week, 24 hours per day. For the purposes of computing charges in this Tariff, a week is considered to have 7 days.
- 2.1.11. Service will be provided until canceled by the Customer on not less than thirty (30) days' written notice from the date of postmark on the letter giving notice of cancellation.

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FL.P.S.C. Tariff No 1  
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## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.2. Use of Service

- 2.2.1. The Service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same.
- 2.2.2. The Company shall have no liability to any person or entity other than the Customer. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others, that could harm the facilities of the Company or others or that is consistent with any applicable law or regulation.
- 2.2.3. The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4. The Company does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.

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FL P.S.C. Tariff No 1  
Original Sheet No 21

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## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.2. Use of Service (Cont'd)

- 2.2.5. The Company's services may be denied for nonpayment of charges or for other violations of the terms and conditions set forth in this Tariff.
- 2.2.6. The Company reserves the right to refuse service to individuals under the age of 18 and may require proof of age prior to initiating service.
- 2.2.7. The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.
- 2.2.8. Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.9. Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.10. Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper improved operations.

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FL.P.S.C. Tariff No 1  
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---

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3. Liability

- 2.3.1. Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts, or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with the FCC's Rules and Regulations.
- 2.3.2. With respect to any claim or suit, the Company's liability, if any, shall not exceed an amount equal to the charge applicable under this tariff to the period during which services were affected.
- 2.3.3. The Company is not liable for any act or omission of any other company or companies furnishing a portion of the Service, facilities or equipment associated with such Service.

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FL P S C Tariff No. 1  
Original Sheet No. 23

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## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.3. Liability (Cont'd)

- 2.3.4. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- 2.3.5. All or a portion of the Service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties.
- 2.3.6. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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FL.P.S.C. Tariff No 1  
Original Sheet No 24

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## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.3. Liability (Cont'd)

- 2.3.7. With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, the Company's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the Call, or (b) the sum of \$1,000.00
- 2.3.8. In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments, or payments which may be asserted by said parties arising out of or relating to any Defects.
- 2.3.9. The Company shall not be liable for damages for any accident of injury occasioned by the use of Customer-Provided Equipment or for any defacement or damage to Customer Premises or Customer-Provided Equipment resulting from the installation and existence of Customer-Provided Equipment
- 2.3.10. The Company shall not be liable for the interception or breach in privacy or security of any Service or communications provided under this Tariff.

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## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.3. Liability (Cont'd)

2.3.11. The Company shall not be liable for:

2.3.11.A. Libel, slander or infringement of copyright arising from or in connection with the transmission of communications by means of the Service provided by the Company; or

2.3.11.B. Infringement of patents or trade secrets arising from the combination, connection or use of the Service with Customer-Provided Equipment, facilities or services; or

2.3.11.C. Any act or omission of the Customer, any third party, or other entity; or

2.3.11.D. Changes in any Company facilities, Service, operations, or procedures that render any equipment, facilities or services provided by the Customer obsolete, or that require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance; or

2.3.11.E. Any claim arising out of an act or omission of the Customer pertaining to the encryption of data to be transmitted via the Service; or

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## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.3. Liability (Cont'd)

- 2.3.11.F. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company; or
- 2.3.11.G. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff, or
- 2.3.11.H. Any unlawful or unauthorized use of the Company's facilities and services; or
- 2.3.11.I. Any act of omission in connection with the provision of 911, E911 or similar services.
- 2.3.12. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities that are used to provide service to the User, even if the Company has acted as the User's agent in arranging for such facilities or services.
- 2.3.13. Any claim against the Company shall be deemed waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.14. The Company makes no express representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the User should not rely on any such statement

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Customer

- 2.4.1. The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided to the Customer or made available by the Customer to another User. The Customer is also responsible for the payment of charges for all calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2. 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.
- 2.4.3. If required for the provisioning of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.

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## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.4. Responsibilities of the Customer (Cont'd)

- 2.4.4. The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of the Company's services
- 2.4.7. The Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such actions.

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## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.5. Payment Arrangements

- 2.5.1. The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or authorized users. The Customer shall not be excused from paying the Company for Service provided to the Customer or any portion thereof on the basis that use of the Service was unauthorized. The Customer shall indemnify and hold harmless the Company against all costs, expenses, claims or actions arising from unauthorized use or misuse of any nature of the Service.
- 2.5.2. The Company's bills are due upon receipt. Amounts not paid within 30 days from the Due Date of the invoice will be considered past due. Customers may be assessed a late fee on past due amounts in the maximum lawful rate under applicable state law. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.
- 2.5.3. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.5. Payment Arrangements (Cont'd)

- 2.5.4. Customers who present an undue risk of nonpayment may be required to provide the Company a security deposit, up to or equal to two month's actual or estimated usage charges for the Service to be provided. Such applicants or Customers may also be required, at any time, to provide other assurances of, or security for, the payment of the Company's charges for its Services as the Company may deem necessary, including, without limitation, advance payments for Service, third party guarantees of payment, pledges or other grants of security interests in the Customer's assets, and similar arrangements. The required deposit or other security may be increased or decreased by the Company as it deems appropriate in the light of changing conditions.
- 2.5.5. Such security as the Customer is required to provide may be applied at any time, at the option of the Company, in payment of any unpaid charges for Service furnished to the Customer or in payment of any application charges for termination.
- 2.5.6. The Company, upon termination of the Service, will refund within sixty (60) days the Customer's deposit, or the balance in excess of unpaid charges, if any, for service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5. Payment Arrangements (Cont'd)

- 2.5.7. Disputes with respect to charges must be presented to the Company in writing within thirty (30) days from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer.
- 2.5.8. In the event the Company incurs fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.6. Discontinuance of Service

- 2.6.1. Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of such Service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.
- 2.6.2. The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its reasonable control.
- 2.6.3. Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to or from certain cities, or NXX exchanges, or by blocking Calls using certain Customer authorization codes such as Calling Card codes, when the Company deems it necessary to take such action to prevent unlawful use of its Service. The Company will restore Service as soon as it can be provided without undue risk.

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SECTION 2: RULES AND REGULATIONS (Cont'd)

2.6. Discontinuance of Service (Cont'd)

- 2.6.4. Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, or services.
- 2.6.5. The discontinuance of Service by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance.
- 2.6.6. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.
- 2.6.7. Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service, notices may be given orally or in writing to the persons whose names and business addresses appear on the executed Service order.

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## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.7. Allowances for Interruptions in Service

#### 2.7.1. General

- 2.7.1.(A). A service is interrupted when it becomes unusable to the User, e.g. the User is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- 2.7.1.(B). An interruption period begins when the User reports a service, facility or circuit to be inoperative and release it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.7.1.(C). If the User reports a service, facility or circuit to be inoperative but declines to release it for testing or repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the Company to be impaired.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.7. Allowances for Interruptions in Service (Cont'd)**

**2.7.2. Limitations on Allowances**

**2.7.2.A. No credit allowance will be made for any interruption of service:**

- 2.7.2.A.1. due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than the Company, including but not limited to the Customer or other Common Carriers connected to the service of the Company;**
- 2.7.2.A.2. due to the failure of power, equipment, systems or services not provided by the Company;**
- 2.7.2.A.3. due to circumstances or causes beyond the control of the Company;**
- 2.7.2.A.4. during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;**
- 2.7.2.A.5. during any period in which the User continues to use the service on an impaired basis;**

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.7. Allowances for Interruptions in Service (Cont'd)

2.7.2. Limitations on Allowances (Cont'd)

- 2.7.2.A.6. during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.7.2.A.7. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.7.2.A.8. that was not reported to the Company within thirty (30) days of the date that service was affected.

2.7.3. Use of Another Means of Communications

- 2.7.3.A. If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.7.4. Application of Credits for Interrupted Services

- 2.7.4.A. At the Customer's request, a credit allowance for a continuous interruption of service for more than twenty-four (24) hours will be made in an amount determined by the Company on a case-by-case basis.
- 2.7.4.B. Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
- 2.7.4.C. In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.
- 2.7.4.D. When an interruption exceeds twenty-four (24) hours, the length of the interruption will be measured in twenty-four (24) hour days. A fraction of a day consisting of less than twelve (12) hours will not be credited and a period of twelve (12) hours or more will be considered an additional day.
- 2.7.4.E. A credit allowance will not be given for interruptions caused by the negligence or willful act of the User or interruptions caused by failure of equipment or service not provided by the Company.

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## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.8. Customer Liability for Unauthorized Use of Network (Cont'd)

#### 2.8.1. Unauthorized Use of the Network (Cont'd)

2.8.1.A. **Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.**

2.8.1.B. **The following activities constitute fraudulent use:**

2.8.1.B.1. **Using the Network to transmit a message, locate a person or otherwise give or obtain information, without payment for the service;**

2.8.1.B.2. **Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, or any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;**

2.8.1.B.3. **800 Callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and**

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8. Customer Liability for Unauthorized Use of Network (Cont'd)

2.8.1. Unauthorized Use of the Network (Cont'd)

2.8.1.B.4. Using fraudulent means or devices, tricks, schemes, false invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

2.8.1.C. Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff

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## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.8. Customer Liability for Unauthorized Use of Network (Cont'd)

#### 2.8.2. Liability for Unauthorized Use

- 2.8.2.A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse or abuse of the Customer's service or Customer provided equipment by Users or other third parties, the Customer's employees, or the public.
- 2.8.2.B. The Customer is responsible for payment of all outbound call charges arising from calls placed to a Customer's 800 service numbers whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.
- 2.8.2.C. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages.
- 2.8.2.D. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8. Customer Liability for Unauthorized Use of Network (Cont'd)

2.8.3. Liability for Calling Card Fraud

2.8.3.A. The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company Calling Card provided that the unauthorized use occurs before the Company has been notified.

2.8.3.B. The Customer must give the Company notice that unauthorized use of a Company Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section "notice" occurs when the Company receives written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons.

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## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.8. Customer Liability for Unauthorized Use of Network (Cont'd)

#### 2.8.4. Liability for Credit Card Fraud

2.8.4.A. The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Credit Card, provided: (1) the Credit Card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified.

An Accepted Credit Card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

2.8.4.B. The liability of the Customer for unauthorized use of the Network by Credit Card fraud will not exceed the lesser of \$50 or the amount of money, property, labor or services obtained by the unauthorized user before notification to the Company.

2.8.4.C. The Customer must give the Company notice that unauthorized use of a Credit Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives written confirmation that unauthorized use of a Credit Card has occurred or may occur as a result of loss, theft or other reasons.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9. Promotions

- 2.9.1. Upon thirty (30) days prior written notice to the Commission, the Company may from time to time offer services or waive or vary service rates for promotional, market research or other similar business purposes. The varying rates will not exceed those in this tariff for the same services. These promotions will be approved by the Commission with specific starting dates and ending dates and under no circumstances run for longer than ninety (90) days in a twelve (12) month period as required by Rule Number 25-24.485(1)(I).

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.10. Tax Adjustments

- 2.10.1. All stated charges in this tariff are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes) whether charged to or against the Company or its Customer. Such taxes, fees, etc. shall be paid by the Customer in addition to the charges stated in this Tariff. All such taxes, duties, and fees shall each be shown as a separate line item on the Customer's monthly invoice. For prepaid calling card services, all applicable taxes will be applied at the time of purchase by the end user.
- 2.10.2. Federal, state, and local sales, use, excise, and other taxes, where applicable, shall be added to the charges contained herein, unless the Customer provides a properly executed certificate of exemption from such taxes. It shall be the responsibility of the Customer to pay these taxes and to accept the liability of any such unpaid taxes that may become applicable.
- 2.10.3. The amounts resulting from taxes, fees or exactions imposed against the Company, its property or its operations, except for taxes imposed generally on corporations, shall be billed to its customers pro rata by the Company when applicable.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.11. Special Customer Arrangements

- 2.11.1. In cases where a customer requests a special or unique arrangement which may include but not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at this option, may provide the requested Services. Appropriate Recurring Charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12. Other Terms and Conditions

- 2.12.1. The provision of Service does not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.
- 2.12.2. A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company
- 2.12.3. If an entity other than the Company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges may at the Company's option, be passed through to the Customer also.
- 2.12.4. In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12. Other Terms and Conditions (Cont'd)

- 2.12.5. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.

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## SECTION 3. DESCRIPTION OF SERVICE

The regulations set forth in this section explain how to apply the rate table associated with the various services offerings described in Section 4.

### 3.1. Timing of Calls

3.1.1. Billing for calls placed over the Company's underlying carrier's network is based on the duration of the call. Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answers, including answer supervision hardware by which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Timing ends when either party hangs up.

### 3.2. Computation of Charges

3.2.1. As set forth in Section 4, calls will be billed in increments of either (i) an initial eighteen (18) second period and additional six (6) second periods; (ii) an initial thirty (30) second period and additional six (6) second periods; (iii) an initial one (1) minute period and additional thirty (30) second periods; or (iv) an initial one (1) minute period and additional one (1) minute periods

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## SECTION 3. DESCRIPTION OF SERVICE (Cont'd)

### 3.3. Service Offerings

#### 3.3.1. 1+ Long Distance

3.3.1.A. 1+ Long Distance Service is a long distance message telephone service provided for calls placed from one state to another state located within the United States.

#### 3.3.1.B. Billing Increments

1+ Long Distance calls are billed in initial eighteen (18) second increments and additional periods of six (6) second increments. All 1+ Long Distance calls are rounded up, after the initial period, to the next six (6) second period.

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## SECTION 3. DESCRIPTION OF SERVICE (Cont'd)

### 3.3. Service Offerings (Cont'd)

#### 3.3.2. Operator Services

##### 3.3.2.A. Description of Service

Use of the Company's operator services allows the Customer to select from special call handling or billing arrangements. Per minute usage rates and per call service charges will be assessed to the calling party, called party, third party, calling card or credit card based on call type and the appropriate acknowledgment of other parties, where applicable.

##### 3.3.2.B. Billing Increments

Operator services are available on a per call service charge basis. In addition to the per call service charge, a flat per minute long distance usage rate applies.

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SECTION 3. DESCRIPTION OF SERVICE (Cont'd)

3.3. Service Offerings

3.3.3. Switched Toll Free Service

- 3.3.3.A. Toll Free Service is a service that allows the Originator to place switched inbound calls to Customer using an 800 or an 888 number. The Customer, as owner of the 800 or 888 number, is responsible for the full charge.
- 3.3.3.B. Toll Free Service calls are billed in initial eighteen (18) second increments and additional periods of six (6) second increments. All toll free calls are rounded up, after the initial period to the next six (6) second period.

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## SECTION 3. DESCRIPTION OF SERVICE (Cont'd)

### 3.3. Service Offerings (Cont'd)

#### 3.3.4. Dedicated Toll Free Service

- 3.3.4.A. **Dedicated Toll Free Service is provided for Customer's switched inbound traffic with intrastate or international origination that terminates over dedicated special access (DS1 or DS3) circuits.**
- 3.3.4.B. **Toll Free Service calls are billed in initial eighteen (18) second increments and additional increments of six (6) seconds. All toll free calls are rounded up, after the initial period to the next six (6) second period**

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SECTION 3. DESCRIPTION OF SERVICE (Cont'd)

3.3. Service Offerings (Cont'd)

3.3.5. Travel Card Calling Service

- 3.3.5.A. Travel Card Calling Service is a service whereby an authorization code is issued to the Customer, and incorporated into a calling card. The calling card is provided to the Customer and may be used to originate calls in the contiguous United States and selected countries utilizing Company service.
- 3.3.5.B. Travel Card Calling Service calls are billed in initial one (1) minute increments and additional periods of one (1) minute. All travel card calling service calls are rounded up to the next full minute.

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## SECTION 3. DESCRIPTION OF SERVICE (Cont'd)

### 3.3. Service Offerings (Cont'd)

#### 3.3.6. Dedicated Outbound Service

- 3.3.6.A. **Dedicated Outbound Service is provided for switched outbound traffic with intrastate or international termination that originates over dedicated special access (DS1 or DS3) circuits.**
- 3.3.6.B. **Dedicated Outbound Service will be billed in initial eighteen (18) second increments and additional periods of six (6) second increments. All Dedicated Outbound Service calls are rounded up, after the initial period, to the next six (6) second period.**

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.3 Service Offerings (Cont'd)

3.3.7 Debit Cards

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.3 Service Offerings (Cont'd)

3.3.8 Data Services

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## SECTION 4. RATES

### 4.1. 1+ Long Distance

#### 4.1.1. Rates

**1+ Service  
Per Minute Charges**

**0.1197 cpm**

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SECTION 4. RATES

4.2. Operator Service

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SECTION 4. RATES

4.3. Toll Free Service

4.3.1. Rates

Switched Toll Free Service  
Per Minute Charges

0.1197 cpm

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## SECTION 4. RATES

### 4.4. Dedicated Toll Free Service

#### 4.4.1. Rates

**Dedicated Toll Free Service  
Per Minute Charges**

**0.0681 cpm**

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SECTION 4. RATES

4.5. Travel Card Calling Service

4.5.1. Rates

Travel Service

.25 Cpm Intrastate Rate

No Surcharge

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SECTION 4. RATES

4.6. Dedicated Outbound Service

4.6.1. Rates

**Dedicated Outbound Service  
Per Minute Charges**

**0.0681 cpm**

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SECTION 4. RATES

4.7. Debit Cards

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SECTION 4. RATES

4.8. Data Services

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Effective:

Distributors have traditionally filled the role of salesmen. They contract for services with a specific long-distance carrier and earn commissions on products and services sold. Now there is an opportunity to build equity for the future.

Efficacy Group, Inc. (EGI), located in Greenville, South Carolina was incorporated in April 1997, and began marketing its services in August 1997. EGI's goal is to be more than "just another long-distance company". The plan is for the company to provide long distance, local service, wireless, paging and Internet access. EGI has designed a unique plan to penetrate these markets.



The company's initial thrust will be in the long distance market through consolidation of long distance revenue from a selected group of independent consultants, independent agents and interconnect companies.

The synergy of combining the long distance revenue of multiple distributors will create a greater economic value than that of each distributor alone. This value will be shared through EGI's Unique Equity Program developed by the company as an incentive to secure the long distance revenue of these distributors.

EGI shares will be awarded to the distributor/shareholder based on attaining volume goals, within specified time periods. In addition, the independent distributor/shareholder may initially purchase additional EGI shares.

EGI's Equity Program creates for the distributor an economic value, other than earned commission, from their long distance revenue.

***Program Features Include:***

- The distributors have the opportunity to own a minimum of 25% of the outstanding shares.
- A distributor must have a minimum of twenty-five thousand dollars in billed long distance revenue to qualify for the program.
- The distributor commits to bill through EGI a pre-determined amount of monthly long distance revenue at the time of executing the agreement.
- The distributor will receive 5,000 shares of restricted EGI stock upon executing the agreement. These shares will be restricted for six months to ensure that the distributor attains the minimum requirement of \$25,000. At the end of six months the distributor must have reached the required \$25,000; if not, the stock may be cancelled.
- The distributor will earn additional shares as certain volume levels are achieved, within specified time periods.
- The distributor will be allowed to purchase an equivalent number of shares that were projected to be earned in item three above.

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September 11, 1997

**VIA OVERNIGHT DELIVERY**

Ms. Blanca Bayo  
Director  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

**Re: Application of Efficcy Group, Inc.**

971193-71

Dear Ms. Bayo:

Enclosed for filing with the Florida Public Service Commission please find an original and 6 copies of Efficcy Group, Inc.'s application to provide intrastate interexchange services. Also enclosed is a check in the amount of \$250.00 to cover the requisite filing fee.

Also enclosed are a duplicate copy of this filing and a self-addressed, postage-paid envelope. Please date-stamp the duplicate and return it in the envelope provided.

Please do not hesitate to call me if you have any questions.

Respectfully submitted

*Philip Samuel*

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OF WASHINGTON, D.C.  
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**KELLEY DRYE & WARREN LLP**  
1200 19TH STREET, N.W.  
WASHINGTON, DC 20036

Sept. 3, 1997

PAY TO THE  
ORDER OF

Florida Public Service Commission

250.00

Two Hundred Fifty And No/100

DOLLARS

MEMO Chg. 20576.001 Filing Fee

*Philip Samuel*