

October 1, 1997

DEPOSIT DATE
D626 OCT 02 1997

Florida Public Service Commission
Division of Administration
2540 Shumard Oak Blvd.
Gunter Building
Tallahassee, Florida 32399-0850

97121-TI

Re: Application to provide telecommunications services

To Whom It May Concern:

Enclosed please find an original and six (6) copies of the application of WorldTouch Communications, Inc. d/b/a WorldTouch Telecom, Inc. to provide telecommunications services in the State of Florida. Also enclosed is the filing fee of \$250.00

Please date-stamp a copy of this letter and return it to my business address. If you have any questions regarding this application please contact me at (972) 643-1313. Thank you for your attention to this matter.

Respectfully submitted,

Patricia S. Ball

Patricia S. Ball
Consultant

Enclosures

DOCUMENT NUMBER-DATE

10127 OCT-25

ORIGINAL



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

DOCUMENT NUMBER - DATE

10127 001 05

FPSC-RECORDS/REPORTING

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

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION

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

Instructions

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

Florida Public Service Commission
Division of Communications
Bureau of Service Evaluation
2540 Shumard Oak Blvd.
Gunter Building
Tallahassee, Florida 32399-0850
(904) 413-6600

- E. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

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

FORM PSC/CMU 31 (11/95)

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

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

- Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless 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.

FORM PSC/CMU 31 (11/95)

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

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 a noncertificated company).
- Approval for transfer of control (To another certificated company).

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

WorldTouch Communications, Inc. d/b/a WorldTouch Telecom, Inc.

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

WorldTouch Communications, Inc. d/b/a WorldTouch Telecom, Inc.

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

1144 N. Plano Road, Suite 140, Richardson, Texas 75081

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

None.

7. Structure of organization:

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

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

- (a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169 FS), if applicable.
- (b) Indicate if the individual or any of the partners have previously been:

FORM PSC/CMU 31 (11/95)

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

- (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.

Corporate charter number: F97000004452

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

CT Corporation

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

Fictitious name registration number: (Not Applicable)

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

Not Applicable

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

- (a) The application;
Patricia Ball, Consultant, 1144 N. Plano Rd., Suite 140, Richardson, Texas 75081, 972-643-1313.
- (b) Official Point of Contact for the ongoing operations of the company;
Benny Yllana, President, 1144 N. Plano Rd, Suite 140, Richardson, Texas 77081, 972-994 9900.
- (c) Tariff;
Patricia Ball, Consultant, 1144 N. Plano Rd., Suite 140, Richardson, Texas 75081, 972-643-1313.
- (d) Complaints/Inquiries from customers;
Benny Yllana, President, 1144 N. Plano Rd, Suite 140, Richardson, Texas 77081, 972-994-9900.

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, Georgia, Illinois, Indiana, Kansas, Maryland, New York, Ohio, Pennsylvania, and Washington.
- (c) Is certificated to operate as an interexchange carrier.
Hawaii, Massachusetts, New Jersey, and Texas.
- (d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.
None.
- (e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.
None.
- (f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.
None.

FORM PSC/CMU 31 (11/95)

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

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 of the above.

13. Do you have a marketing program?

Not at this time.

14. Will your marketing program:

- | | |
|--------------------------|-------------------------------------|
| <input type="checkbox"/> | Pay commission? |
| <input type="checkbox"/> | Offer sales franchises? |
| <input type="checkbox"/> | Offer multi-level sales incentives? |
| <input type="checkbox"/> | Offer other sales incentives? |

NONE ARE APPLICABLE

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

None of the above are applicable.

16. Who will receive the bills for 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"/> | Hotels & 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?
YES.

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

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Required by Commission Rules 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.
2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.
3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

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

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

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

- B. Managerial capability
 - C. Technical capability.
19. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

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 if FGA
 Method of access is FGB
 Method of access is FGD
 Method of access if 800

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

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

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

- 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 example 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 services that were checked in services included (above).

1 + NXX + XXXX

21. Other:

FORM PSC/CMU 31 (11/95)

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

**** APPLICANT ACKNOWLEDGMENT 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 \$50.00 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 intrastate and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intrastate 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. 775.083 and s. 775.083".

UTILITY OFFICIAL:


Signature

10-1-97
Date

Benny Yllana

President and Chief Executive Officer
Title

(972) 994-9900
Telephone No.

FORM PSC/CMU 31 (11/95)

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

**** APPENDIX A ****

CERTIFICATE TRANSFER STATEMENT

I, (TYPE NAME) _____,
(TITLE) _____, of (NAME OF COMPANY)
_____, and current holder of
certificate number _____, have reviewed
this application and join in the petitioner's request for a transfer of the above-mentioned
certificate.

UTILITY OFFICIAL:

Signature

Date

Title

Telephone No.

NOT APPLICABLE TO APPLICANT

**** APPENDIX B ****


CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

- (X) The applicant will not collect deposits nor will it collect payments for service more than one month in advance.

- () The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month.
(Bond must accompany application.)

UTILITY OFFICIAL:


Signature

10-1-97
Date

Benny Yllana

President and Chief Executive Officer
Title

(972) 994-9900
Telephone No.

**** APPENDIX C ****

INTRASTATE NETWORK

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

NOT APPLICABLE

- | | |
|----|----|
| 1) | 2) |
| 3) | 4) |

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

NOT APPLICABLE

- | | |
|----|----|
| 1) | 2) |
| 3) | 4) |

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

NOT APPLICABLE

<u>POP-TO-POP</u>	<u>TYPE</u>	<u>OWNERSHIP</u>
-------------------	-------------	------------------

- | | | |
|----|--|--|
| 1) | | |
| 2) | | |

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

FORM PSC/CMU 31 (11/95)

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

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

These requirements will not apply to Applicant due to the type of service Applicant plans to offer. Applicant will not process intraEAEA calls.

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

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

NOT APPLICABLE

UTILITY OFFICIAL:


Signature

10-1-97
Date

Benny Yllana

President and Chief Executive Officer
Title

(972) 994-9900
Telephone No.

**** APPENDIX D ****

FLORIDA TELEPHONE EXCHANGES

AND

EAS ROUTES

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

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

**** FLORIDA EAS FOR MAJOR EXCHANGES ****

<u>Extended Service Area</u>	<u>with</u>	<u>These Exchanges</u>
PENSACOLA:		Cantonment, Gulf Breeze Pace, Milton Holley-Navarre.
PANAMA CITY:		Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.
TALLAHASSEE:		Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.
JACKSONVILLE:		Baldwin, Ft. George, Jacksonville Beach, Callahan, Maxville, Middleburg Orange Park, Ponte Vedra and Julington.
GAINESVILLE:		Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.
OCALA:		Belleview, Citra, Dunnellon,

Forest Lady Lake (B21),
McIntosh, Oklawaha,
Orange Springs, Salt Springs and
Silver Springs Shores.

DAYTONA BEACH:

New Smyrna Beach.

TAMPA:

Central	None
East	Plant City
North	Zephyrhills
South	Palmetto
West	Clearwater

CLEARWATER:

St. Petersburg, Tampa-West and
Tarpon Springs.

ST. PETERSBURG:

Clearwater.

LAKELAND:

Bartow, Mulberry, Plant City,
Polk City and Winter Haven.

ORLANDO:

Apopka, East Orange, Lake Buena
Vista, Oviedo, Windermere,
Winter Garden,
Winter Park, Montverde, Reedy
Creek, and Oviedo-Winter
Springs.

WINTER PARK:

Apopka, East Orange, Lake Buena Vista,
Orlando, Oviedo, Sanford, Windermere,
Winter Garden, Oviedo-Winter Springs
Reedy Creek, Geneva and Montverde.

TITUSVILLE:

Cocoa and Cocoa Beach.

COCOA:

Cocoa Beach, Eau Gallie,
Melbourne and Titusville.

MELBOURNE:

Cocoa, Cocoa Beach, Eau Gallie
and Sebastian.

SARASOTA:

Bradenton, Myakka and Venice.

FT. MYERS:

Cape Coral, Ft. Myers Beach, North Cape
Coral, North Ft. Myers, Pine Island, Lehigh
Acres and Sanibel-Captiva Islands.

NAPLES:

Marco Island and North Naples.

WEST PALM BEACH:

Boynton Beach and Jupiter.

FORM PSC/CMU 31 (11/95)

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

POMPANO BEACH:

Boca Raton, Coral Springs,
Deerfield Beach and Ft.
Lauderdale.

FT. LAUDERDALE:

Coral Springs, Deerfield Beach,
Hollywood and Pompano Beach.

HOLLYWOOD:

Ft. Lauderdale and North Dade.

NORTH DADE:

Hollywood, Miami and Perrine.

MIAMI:

Homescead, North Dade and
Perrine

**** APPENDIX E ****

**** GLOSSARY ****

ACCESS CODE: The term denotes a uniform four or seven digit code assigned to an individual IXC. The five digit code has the form 10XXX and the seven digit code has the form 950-XXXX.

BYPASS: Transmission facilities that go direct from the local exchange end user to an IXC point of presence, thus bypassing the local exchange company.

CARRIERS CARRIER: An IXC that provides telecommunications service, mainly bulk transmission service, to other IXC only.

CENTRAL OFFICE: A local operating unit by means of which connections are established between subscribers' lines and trunk or toll lines to other central offices within the same exchange or other exchanges. Each three (3) digit central office code (NXX) used shall be considered a separate central office unit.

CENTRAL OFFICE CODE: The term denotes the first three digits (NXX) of the seven (7) digit telephone number assigned to a customer's telephone exchange service.

COMMISSION: The Florida Public Service Commission.

COMPANY, TELEPHONE COMPANY, UTILITY: These terms may be used interchangeably herein and shall mean any person, firm, partnership or corporation engaged in the business of furnishing communication service to the public under the jurisdiction of the Commission.

DEDICATED FACILITY: The term denotes a transmission circuit which is permanently for the exclusive use of a customer or a pair of customers.

END USER: The term denotes any individual, partnership, association, corporation, governmental agency or any other entity which (A) obtains a common line, uses a pay telephone or obtains interstate service arrangements in the operating territory of the company or (B) subscribes to interstate services provided by an IXC or uses the services of the IXC when the IXC provides interstate service for its own use.

EQUAL ACCESS EXCHANGE AREAS: EAEA means a geographic area, configured based on 1987 planned toll center/access tandem areas, in which local exchange companies are responsible for providing equal access to both carriers and customers of carriers in the most economically efficient manner.

EXCHANGE: The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area. An exchange may include more than one central office unit.

EXCHANGE (SERVICE) AREA: The territory, including the base rate suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

EXTENDED AREA SERVICE: A type of telephone service furnished under tariff provision whereby subscribers of a given exchange or area may complete calls to, and receive messages from, one or more other contiguous exchanges without toll charges, or complete calls to one or more other exchanges without toll message charges.

FACILITIES BASED: An IXC that has its own transmission and/or switching equipment or other elements of equipment and does not rely on others to provide this service.

FOREIGN EXCHANGE SERVICES: A classification of exchange service furnished under tariff provisions whereby a subscriber may be provided telephone service from an exchange other than the one from which he would normally be served.

FEATURE GROUPS: General categories of unbundled tariffs to stipulate related services.

Feature Group A: Line side connections presently serving specialized common carriers.

Feature Group B: Trunk side connections without equal digit or code dialing.

Feature Group C: Trunk side connections presently serving AT&T-C.

Feature Group D: Equal trunk access with subscription.

INTEREXCHANGE COMPANY: means any telephone company, as defined in Section 364.02(4), F.S. (excluding Payphone Providers), which provides telecommunication service between exchange areas as those areas are described in the approved tariffs of individual local exchange companies.

INTER-OFFICE CALL: A telephone call originating in one central office unit or entity but terminating in another central office unit or entity both of which are in the same designated exchange area.

INTRA-OFFICE CALL: A telephone call originating and terminating within the same central office unit or entity.

INTRASTATE COMMUNICATIONS: The term denotes any communications in Florida subject to oversight by the Florida Public Service Commission as provided by the laws of the State.

INTRA-STATE TOLL MESSAGE: Those toll messages which originate and terminate within the same state.

LOCAL ACCESS AND TRANSPORT AREA: LATA means the geographic area established for the administration of communications service. It encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL EXCHANGE COMPANY (LEC): Means any telephone company, as defined in Section 364.02(4), F.S., which, in addition to any other telephonic communication service, provides telecommunication service within exchange areas as those areas are described in the approved tariffs of the telephone company.

OPTIONAL CALLING PLAN: An optional service furnished under tariff provisions which recognizes a need of some subscribers for extended area calling without imposing the cost on the entire body of subscribers.

900 SERVICE: A service similar to 800 service, except this service is charged back to the customer based on first minute plus additional minute usage.

PIN NUMBER: A group of numbers used by a company to identify their customers.

PAY TELEPHONE SERVICE COMPANY: Means any telephone company, other than a Local Exchange Company, which provides pay telephone service as defined in Section 364.335(4), F.S.

POINT OF PRESENCE (POP): Bell-coined term which designates the

FORM PSC/CMU 31 (11/95)

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

actual (physical) location of an IXC's facility. Replaces some applications of the term "demarcation point."

PRIMARY SERVICE: Individual line service or party line service.

RESELLER: An IXC that does not have certain facilities but purchases telecommunications service from an IXC and then resells that service to others.

STATION: A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.

SUBSCRIBER, CUSTOMER: These terms may be used interchangeably herein and shall mean any person, firm, partnersh'p, corporation, municipality, cooperative organization, or governmental agency supplied with communication service by a telephone company.

SUBSCRIBER LINE: The circuit or channel used to connect the subscriber station with the central office equipment.

SWITCHING CENTER: Location at which telephone traffic, either local or toll, is switched or connected from one circuit or line to another. A local switching center may be comprised of several central office units.

TRUNK: A communication channel between central office units or entities, or private branch exchanges.

ATTACHMENTS:

- A - CERTIFICATE TRANSFER STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - INTRASTATE NETWORK
- D - FLORIDA TELEPHONE EXCHANGES and EAS ROUTES
- E - GLOSSARY

**CERTIFICATE TO DO BUSINESS
IN THE STATE OF FLORIDA**

State of Florida



Department of State

I certify from the records of this office that WORLDTOUCH COMMUNICATIONS, INC. doing business in Florida as WORLDTOUCH TELECOM, INC., is a corporation organized under the laws of Delaware, authorized to transact business in the State of Florida, qualified on August 25, 1997.

The document number of this corporation is F97000004452.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1997, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-fifth day of August, 1997



CR2EO22 (2-95)



Sandra B. Northam
Secretary of State

BALANCE SHEET

AS OF MAY 31, 1997

WORLDTOUCH COMMUNICATIONS, INC.

Balance Sheet - May 31, 1997*

ASSETS

Current Assets

Cash	220,805.05	
Security Deposits	<u>11,585.07</u>	
Total Current Assets		232,390.12
Property and Equipment		254,495.17
Other Assets		<u>11,333.04</u>

TOTAL ASSETS 498,218.33

LIABILITIES & CAPITAL

Current Liabilities

Accounts Payable - Trade	725.68	
Capital Lease Obligations	34,432.48	
Other Current Payables	<u>17,045.97</u>	
Total Current Liabilities		52,204.13
Long Term Liabilities		<u>0.00</u>

TOTAL LIABILITIES 52,204.13

CAPITAL

Common Stock		702,082.60
Net Income		<u>(256,067.80)</u>

TOTAL CAPITAL 446,014.20

TOTAL LIABILITIES & CAPITAL 498,218.33

Income Statement

Current Month

Year to Date

Revenues		
Interest Income	<u>777.50</u>	<u>1,172.26</u>
Total Revenues	777.50	1,172.26
Less Cost of Sales	<u>0.00</u>	<u>0.00</u>
Gross Profit	777.50	1,172.26
Expenses		
Payroll	82,970.33	186,982.62
Insurance	579.50	5,840.31
Office Rent	6,813.64	24,517.92
Telephone & Utilities	2,964.13	3,988.33
Travel & Entertainment	1,803.12	12,405.53
Other G&A Expenses	7,458.05	23,505.35
Total Expenses	<u>102,588.77</u>	<u>257,240.06</u>
Net Income	(101,811.27)	(256,067.80)

* Unaudited

**MANAGERIAL AND TECHNICAL ABILITY
TO PROVIDE SERVICE**

Benny Yllana, President and Chief Executive Officer

Mr. Yllana has over 25 years of experience in the telecommunications industry. Prior to launching WorldTouch Communications, he served on the management team of a prosperous Asian PTT. He was one of the co-founders of three successful start-up telecommunications companies in the United States. Today, one of those companies is ranked in the top three largest long distance service providers in the country. His technical expertise and ability to lead a modern, sophisticated international long distance company is evidenced by his having been a founder of a cutting-edge developer and manufacturer of digital components for long distance switches.

Ferdie Yambot, Consultant for Operations and Engineering

Mr. Yambot has served as an official of an Asian PTT. He also played an important role in the development, maintenance and expansion of the network of one of the major long distance carriers in the United States. Specific responsibilities have included toll planning engineering, fiber optic cable and switch construction, SS7 network and broadband asynchronous transmission mode implementation, carrier relations and international network planning.

Reynoldo Reyes, Controller and Director of MIS

Mr. Reyes has over eight years experience in software development. He has worked and/or consulted for numerous multi-national firms developing financial applications in PC, mainframe, and client-server platforms. He has also designed, developed, and implemented accounting systems for foreign-based subsidiary companies of two multi-national firms. Countries he has worked in include Indonesia, Phillipines, United Kingdom, Netherlands, and Tanzania. In most of these computerization projects, he played a key role in the development of accounting procedures and manuals, internal controls, and head office reporting systems. Mr. Reyes has a Bachelor of Business Administration from the University of Hawaii and a Masters of Science degree in Management Information Systems from San Diego State University with a functional specialization in Finance.

PROPOSED INTRASTATE TARIFF

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

TARIFF

NAMING RATES FOR

WORLDTOUCH COMMUNICATIONS, INC. d/b/a WorldTouch Telecom, Inc.
("COMPANY")

1144 N. Plano Road, Suite 140, Richardson, Texas 75081

**Applying to Intrastate Resale Interexchange
Communications Services Between Points
in the State of Florida**

and

CONTAINING RULES AND REGULATIONS

GOVERNING SERVICE

ISSUED:

EFFECTIVE:

BY: Benny Yllana, President and CEO
1144 N. Plano Road, Suite 140
Richardson, TX 75081
(972) 994-9900

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

CHECK SHEET

Sheets 1 through 20 of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>
1	Original*
2	Original*
3	Original*
4	Original*
5	Original*
6	Original*
7	Original*
8	Original*
9	Original*
10	Original*
11	Original*
12	Original*
13	Original*
14	Original*
15	Original*
16	Original*
17	Original*
18	Original*
19	Original*
20	Original*

* - Indicates New or Revised Sheet

ISSUED:

EFFECTIVE:

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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

EXPLANATION OF SYMBOLS

- (D) To signify Discontinued rate, conditions, or regulations
- (I) To signify Increased rate
- (M) To signify that material has been Transferred From another sheet of place in the tariff
- (N) To signify a New rate, regulation, condition or sheet
- (R) To signify a Reduction
- (T) To signify a change in Text for Clarification

TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet currently in effect.

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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).1.
- 2.1.1.A.1.(a).1.(I).
- 2.1.1.A.1.(a).1.(I).(1).

D. Check Sheets - When a tariff is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number.

When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find if a particular sheet is the most current on file with the Commission.

APPLICATION OF TARIFF

This tariff contains the regulations and schedules of charges applicable to the furnishing of intrastate resale interexchange communications service by WORLDTOUCH Communications, Inc. d/b/a WorldTouch Telecom, Inc. ("Company") between various locations within the State of Florida. Copies are on file with the Florida Public Service Commission and may be inspected/viewed at the Company's principal address.

ISSUED:

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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

1. DEFINITIONS

Billed Party - The party responsible for payment of charges applicable to intrastate calls placed using the Company's services.

Called Station - The terminating point of a call.

Company - WorldTouch Communications, Inc. d/b/a WorldTouch Telecom, Inc.

Commission - The Florida Public Service Commission ("FPSC").

Customer - The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Disconnect or Disconnection - The termination of a circuit connection between the Originating Station and the Called Station or Company's operator.

Equal Access - The ability to choose a long distance company to be the primary carrier for interLATA long distance calls.

Interexchange Carrier (IXC) - A long distance company that carries calls between LATAs or telephone exchanges within LATAs, where permitted.

Local Exchange Carrier (LEC) - A local telephone company, either one of the Bell Operating Companies or one of the independent local telephone companies.

Measured Service - The provision of long distance measured time communications telephone service to customers who access Company's service at its contracted interexchange carriers' switching and call processing equipment by means of WORLDTOUCH facilities obtained from local exchange carrier(s). Company contracted interexchange carrier is responsible for arranging the access lines.

Rate Center - A geographic point from which the vertical and horizontal coordinates are used in calculation of airline mileage for the purposes of rating a call.

Station - Any location from which long distance calls may be placed or received.

ISSUED:

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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

2. REGULATIONS

2.1 DESCRIPTION OF SERVICE

- 2.1.1 The Company is a resale private network carrier providing intrastate communications long distance service to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.2 Company resells access, switching, transport and termination services provided by interexchange carriers ("IXC's").
- 2.1.3 Communications originate when Customer accesses the Company's services by dialing the access code either directly or through the election of the Company as Customer's Primary Interexchange Company in Equal Access service areas, and the called party answers the call. When Customer hangs up the communications charges will terminate for that call.
- 2.1.4 Customer's monthly charges for Company's service are based on the total time Customer actually uses the service. For billing purposes, duration of each call will be rounded up in one minute increments.

2.2 LOCATIONS OF SERVICE

Communications may originate and terminate in any area within the State of Florida.

ISSUED:

EFFECTIVE:

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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

2. REGULATIONS (Continued)

2.3 LIMITATIONS OF SERVICE

2.3.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.

2.3.2 Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the customer is using the service in violation of either the provisions of this tariff or the laws, rules, regulations, or policies of the jurisdiction of the Originating Station or the Terminating Station, or the laws of the State of Florida including rules, regulations, and policies of the FPSC.

2.3.3 Company reserves the right to immediately discontinue furnishing the service to customers without incurring liability:

- A. For non-payment of any sum owing to the Company on amounts past due by 30 days or more, or
- B. For failure to maintain the minimum commitment set forth in the agreement, or
- C. For failure in the performance of any other obligation under the agreement, or
- D. For customer dissolution or insolvency or subject to the appointment of a receiver or making an assignment for the benefit of creditors, or
- E. For insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, or
- F. For any violation by a Customer related to the request for such service of either the provisions of this tariff or any laws, rules, regulations, or policies of the State of Florida including rules, regulations, and policies of the FPSC.
- G. By reason of any order or decision of a court or any other governmental authority which prohibits Company from furnishing such service; or
- H. If Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services.

ISSUED:

EFFECTIVE:

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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

2. REGULATIONS (Continued)

2.4 USE OF SERVICE

- 2.4.1 Service may be used for the transmission of communications by the customer.
- 2.4.2 Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by Customer, except when Customer is a duly authorized and regulated carrier. This provision does not prohibit an arrangement between Customer, authorized user or joint user to share the cost of service so long as the arrangement generates no profit for any participant in the arrangement.

2.5 INTERCONNECTION

- 2.5.1 Service furnished by Company may be interconnected with services or facilities of other authorized communications carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at Customer's expense.
- 2.5.2 Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. Customer is responsible for taking all necessary legal steps for interconnecting customer provided terminal equipment or communications equipment with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

2. REGULATIONS (Continued)

2.6 PAYMENTS AND BILLING

- 2.6.1 Service is provided and billed on a monthly (30 day) basis. Service continues to be provided until canceled, by the customer on not less than 30 days notice.
- 2.6.2 Customer is responsible for the payment of all charges for services furnished to the customer. Recurring charges will be billed monthly in advance, and actual usage will be billed monthly in arrears.
- 2.6.3 Billing will be payable upon receipt and past due 15 days after issuance. Interest at the rate of 1.5 per cent per month will be charged on any amount that is not paid within 30 days of receipt of an invoice.
- 2.6.4 The Company does not require a deposit from the customer.
- 2.6.5 For customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.7 MINIMUM SERVICE PERIOD

- 2.7.1 The minimum service period is one month (30 days).

2.8 CANCELLATION BY CUSTOMER

- 2.8.1 If Customer orders service requiring special facilities dedicated to Customer's use and then cancels the order before such service begins, before completion of the minimum period, or before completion of some other period mutually agreed with Customer for non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by Company and not fully reimbursed by installation and monthly charges; and, if based on such an order, construction has either begun or has been completed but no service provided, the non-recoverable cost of such expenditures shall be borne by Customer.

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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

2. REGULATIONS (Continued)

2.8 CANCELLATION BY CUSTOMER (Continued)

2.8.2 If Customer terminates service after start of service but before agreement end for any reason other than termination for cause as set forth in 2.8.3., customer shall immediately pay company (a) for all services performed and/or delivered by company for or to customer, (b) the unpaid balance for all prior invoices (including accrued and unpaid interest), and (c) liquidated damages in an amount equal to the greater of the minimum commitment or the average monthly billing for all services provided by company for customer times the number of months remaining on agreement.

2.8.3 If company materially or repeatedly defaults in the performance of its duties and obligations of the agreement, the default must be substantially cured by company within sixty days after company receives written notice of the default. If company fails to cure such default within such time, customer may provide company with a written notice of intent to terminate for cause.

2.8.4 Either party may terminate the agreement upon the expiration of the initial and/or extension term of the agreement by providing the other party with thirty days advance written notice of its decision not to renew.

2.9 CANCELLATION BY COMPANY

2.9.1 For failure to pay any invoice within 30 days.

2.9.2 For default by customer in the performance of any other of its obligations.

2.9.3 For customer dissolution or insolvency or subject to the appointment of a receiver or making an assignment for the benefit of creditors.

2.9.4 For failure to maintain minimum revenue commitment.

2.9.5 For tampering with Company's property.

2.9.6 In case of vacation of the premises by the customer, or disconnection of local phone service.

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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

2. REGULATIONS (Continued)

2.9 CANCELLATION BY COMPANY (Continued)

- 2.9.7 For non-payment of any proper charge, including any deposits, on amounts past due by 30 days or more.
- 2.9.8 For violation of Company's service agreement or its filed tariffs.
- 2.9.9 For the fraudulent obtaining of or use of Company's service. Company, at its discretion, may discontinue the service without notice for fraudulent use of the service.
- 2.9.10 For unlawful use of the service or use of the service for unlawful purposes

2.10 INTERRUPTION OF SERVICE

- 2.10.1 Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment and/or communications equipment provided by Customer, are subject to the general liability provisions set forth in Section 2.12 in this Tariff. It shall be the obligation of the customer to notify Company of any interruptions of service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer, not within Customer's control, and is not in the wiring or equipment connected to the terminal of Company. For purposes of credit computation, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours. The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula: Credit = $A/720 \times B$

"A" - outage time in hours

"B" - total monthly charge for affected facility

2.11 RESTORATION OF SERVICE

- 2.11.1 The use and restoration of service in emergencies shall be in accordance with FPSC Rules and Regulations, which specifies the priority system for such activities.

ISSUED:

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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

2. REGULATIONS (Continued)

2.12 LIABILITY

- 2.12.1 The liability of Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, commences upon activation of service. Liability in no event exceeds the lesser of an amount equivalent to the proportionate charge to Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur and when computing such amount, a month is considered to have 30 days or \$5,000.
- 2.12.2 Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.12.3 Company shall be indemnified against and held harmless by the customer for:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
 - B. Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of Customer; and
 - C. All other claims arising out of any act or omission of Customer in connection with any service provided by Company.
- 2.12.4 Company is not liable for any defacement of, or damage to, the equipment or premises of a customer resulting from the furnishing of services when such defacement or damage is not the result of Company's negligence.
- 2.12.5 No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of Company without written authorization.

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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

2. REGULATIONS (Continued)

2.12 LIABILITY (Continued)

2.12.6 Company shall not be liable for and Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made, instituted or asserted by Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of the customer or any other property, whether owned by Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

2.12.7 Company is not liable for any failure of performance hereunder due to causes beyond its control, including but not limited to, unavoidable interruption in the working of its circuits or those of another carrier; acts of God; storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one or more of such governmental entities, or any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of Company's agents and employees, if committed beyond the scope of their employment.

ISSUED:

EFFECTIVE:

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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

2. REGULATIONS (Continued)

2.12 LIABILITY (Continued)

2.12.8 Company shall not be liable for damages or adjustment, refund, or cancellation of charges unless Customer has notified Company in writing, of any dispute concerning charges, or the basis of any claim for damages, within thirty (30) calendar days after the invoice is rendered or a debit is effected by Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide Company with a reasonable basis upon which to evaluate Customer's claim or demands. If notice of a dispute concerning the charges is not received, in writing, within thirty (30) calendar days after an invoice is rendered or a debit is effected, such invoice shall be deemed to be correct, accepted, and binding upon Customer, unless appealed to the FPSC.

2.13 DEFAULT BY CUSTOMER

Customer is considered in default for the following reasons:

2.13.1 For failure to pay an invoice or proper charge within thirty days after payment is due.

2.13.2 For default in performance of any other obligations under the agreement.

2.13.3 For dissolution or insolvency or subject to the appointment of a receiver or making an assignment for the benefit of creditors.

2.13.4 For failure to maintain the minimum revenue commitment.

2.13.5 Remedies for default are as follows:

- A. Company may without prior notice and in addition to other available remedies hereunder or in law, (a) maintain an action for all sums due as set forth in 2.8.2., (b) terminate the agreement, (c) take immediate action to protect company's position, without liability for doing so.

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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

2. REGULATIONS (Continued)

2.13 DEFAULT BY CUSTOMER (Continued)

- B. In addition, customer shall be liable to company for all expenses, including reasonable attorneys' fees, incurred in connection with any repossession or action brought to enforce company's rights. No remedy of company shall be exclusive of any other remedy in the Agreement or permitted by law, but each shall be cumulative to every other remedy. A waiver of default shall not be a waiver of any other or of any subsequent default.

2.14 BINDING NATURE AND ASSIGNMENT

- 2.14.1 Agreement shall bind the parties and their permitted assigns. Customer shall not assign agreement to any affiliate, subsidiary or other person without prior written consent of company. Any attempted assignment by customer without prior written consent of company shall be void. Company may assign all rights and obligations of company to any affiliate, subsidiary, or other person or entity without consent of customer.

2.15 NOTICES

- 2.15.1 Written notices to be given hereunder shall be deemed to have been given when delivered personally or deposited in the United States mails, postage prepaid, addressed to such party at its address set forth in application or at such other address as such party may have subsequently provided in writing. Notwithstanding the foregoing notices given pursuant to section 2.8.3. and 2.8.4. shall be delivered by certified mail.

2.16 TAXES

- 2.16.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

ISSUED:

EFFECTIVE:

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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. DESCRIPTION OF SERVICES

3.1 WORLDTOUCH COMMUNICATIONS, INC.'S TELECOMMUNICATIONS SERVICES

Company is a rebiller of telecommunications services provided by major networks. It provides a full range of telecommunications services for voice and data. Company specializes in residential and business long distance services.

Company resells access, switching, transport and termination services provided by interexchange carriers ("IXC's").

Communications originate when Customer accesses the Company's services by dialing the access code either directly or through the election of the Company as Customer's Primary Interexchange Company in Equal Access service areas, and the called party answers the call. When Customer hangs up the communications charges will terminate for that call.

Customer's monthly charges for Company's service are based on the total time Customer actually uses the service. For billing purposes, duration of each call will be rounded up in one minute increments.

The customer's long distance usage charge is based on the actual usage of Company's network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

A customer can expect a call completion rate of not less than 99% during peak use periods for all Feature Group D Services ("1+" dialing).

ISSUED:

EFFECTIVE:

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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

4. RATES AND CHARGES FOR SUBSCRIBER SERVICE

4.1 WORLDTOUCH COMMUNICATIONS, INC.'S TELECOMMUNICATIONS SERVICES

Company is a rebiller of telecommunications services provided by major networks. It provides a full range of telecommunications services for voice and data. Company specializes in residential and business long distance services.

4.2 MILEAGE CALCULATION

Customer's total monthly use of Company's service is charged at the applicable rate per minute, which is based on airline mileage between two points as determined by and shown in the airline mileage tables contained in AT&T Tariff FCC No. 10, incorporated in the Agreement by reference. The duration of each call will be rounded up to the nearest six seconds.

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

4.3 MTS RATES

Rate Mileage	Day		Evening		Night/Weekend	
	Init.	Add'l	Init.	Add'l	Init.	Add'l
0-10	.2000	.2000	.1500	.1500	.1200	.1200
11-22	.2200	.2200	.1700	.1700	.1300	.1300
23-55	.2500	.2500	.1900	.1900	.1400	.1400
56-124	.2700	.2700	.1900	.1900	.1500	.1500
125-292	.2800	.2800	.1900	.1900	.1600	.1600
293-430	.2800	.2800	.2000	.2000	.1600	.1600
431-624	.2800	.2800	.2100	.2100	.1600	.1600

ISSUED:

EFFECTIVE:

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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

4. RATES AND CHARGES FOR SUBSCRIBER SERVICE (Continued)

4.4 TIME PERIODS

The application periods for the service are:

	MON	TUE	WED	THUR	FRI	SAT	SUN
8:00 AM TO 4:59 PM	DAY					RATE PERIOD	
5:00 PM TO 10:59 PM	EVE					RATE PERIOD	
11:00 PM TO 7:59 AM	NIGHT					RATE PERIOD	

4.5 DIRECTORY ASSISTANCE

The Company does not provide Directory Assistance.

4.6 DISCOUNTS FOR HEARING AND SPEECH IMPAIRED PERSONS

Intrastate Toll Message rates for TDD users, which is communicated using a telecommunications device for the deaf (TDD) by properly certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, shall be evening rates for daytime calls and night rates for evening and night calls.

ISSUED:

EFFECTIVE:

BY: Benny Yllana, President and CEO
1144 N. Plano Road, Suite 140
Richardson, TX 75081
(972) 994-9900

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

4. RATES AND CHARGES FOR SUBSCRIBER SERVICE (Continued)

4.7 DIRECTORY ASSISTANCE CHARGES FOR HANDICAPPED PERSONS

Pursuant to Florida Public Service Commission Rules and regulations, WorldTouch Communications, Inc. d/b/a WorldTouch Telecom, Inc. will not charge for the first 50 directory assistance calls initiated per billing cycle by handicapped persons.

4.8 OPERATION OF TELECOMMUNICATIONS RELAY SERVICE

Intrastate toll calls received from the relay service, each local exchange and interexchange telecommunications company billing relay call will be discounted by 50 percent of the applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the applicable rate for voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

4.9 PREPAID CARD SERVICE

Prepaid Card Service permits Customers to make calls from any non-rotary dialed telephone within the United States to any other location within the United States by dialing 1 + 800 + NXX + XXXX, receiving a prompting tone, then dialing in the Customer's personal identification number (PIN) assigned followed by the telephone number of the called party. Cards are purchased in advance by units. A unit is equal to one minute for domestic calls. All calls are billed in full unit increments.

Customer receives notification prior to the expiration of purchased units.

Price per unit \$0.22

ISSUED:

EFFECTIVE:

BY: Benny Yllana, President and CEO
1144 N. Plano Road, Suite 140
Richardson, TX 75081
(972) 994-9900

October 1, 1997

DEPOSIT

D620

DATE

OCT 02 1997

Florida Public Service Commission
Division of Administration
2540 Shumard Oak Blvd.
Gunter Building
Tallahassee, Florida 32399-0850

Re: Application to provide telecommunications services

To Whom It May Concern:

Enclosed please find an original and six (6) copies of the application of WorldTouch Communications, Inc. d/b/a WorldTouch Telecom, Inc. to provide telecommunications services in the State of Florida. Also enclosed is the filing fee of \$250.00

Please date-stamp a copy of this letter and return it to my business address. If you have any questions regarding this application please contact me at (972) 643-1313. Thank you for your attention to this matter.

Respectfully submitted,

Patricia S. Ball

Patricia S. Ball
Consultant

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

WorldTouch
COMMUNICATIONS, Inc.
1144 N. Plano Road, Suite 140
Richardson, Texas 75081

NationsBank
NationsBank of Texas N.A.
Dallas, Texas

CHECK NO.

006981

Sep 30, 1997 *****\$250.00

DATE

AMOUNT

PAY Two Hundred Fifty and 0/100 Dollars

TO THE ORDER OF Florida PSC

TWO SIGNATURES REQUIRED IF OVER \$5000.00

Ronald G. [Signature]
AUTHORIZED SIGNATURE