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A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

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November 26, 1997

VIA OVERNIGHT DELIVERY

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

Re: Application of Efficy Group, Inc. – Docket No. 971193-TI

Dear Ms. Bayo:

As per Staff request, enclosed for filing with the Florida Public Service Commission please find an original and 6 copies of Efficy Group, Inc.'s revised and corrected tariff.

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,

Marieann Z. Machida
Marieann Z. Machida

Enclosure
cc: Tom Williams

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OTH

Efficy Group, Inc.

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

Interexchange Common Carrier Service

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

Issued:

Issued by:

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

Effective:

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FL.P.S.C. Tariff No 1
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FL P S C Tariff No 1
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CHECK SHEET

Pages 1-64 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.

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24	Original	49	Original		
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**FL.P.S.C. Tariff No 1
Original Sheet No 6**

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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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
Original Sheet No 8

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

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

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

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

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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Original Sheet No 15

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

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

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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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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FL.P.S.C. Tariff No 1
Original Sheet No 19

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' notice.

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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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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 upon five (5) business days' notice to Customer.
- 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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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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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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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 Customer to pay its bills within thirty (30) 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 advance payment up to or equal to one (1) months 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, third party guarantees of payment, pledges or other grants of security interests in the Customer's assets, and similar arrangements.
- 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 advance payment, 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 five (5) days written notice, when necessitated by conditions beyond its reasonable control.
- 2.6.3. Service may be discontinued by the Company, not less than five (5) days written 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 not less than five (5) days written 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 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.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.7.3. Application of Credits for Interrupted Services

- 2.7.3.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.
- 2.7.3.B. Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
- 2.7.3.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.
- 2.7.3.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.
- 2.7.3.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 within the State of Florida.

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)

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

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Efficy Group, Inc.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.3 Service Offerings (Cont'd)

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SECTION 1 DESCRIPTION OF SERVICES (Cont'd)

3.3 Service Offerings (Cont'd)

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SECTION 4. RATES

4.1. 1+ Long Distance

4.1.1. Rates

1+ Service
Per Minute Charges

\$0.1197

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 4. RATES

4.2.

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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

Billing Increments:

Switched Toll Free calls are billed in initial eighteen (18) second increments and additional periods of six (6) second increments. All Switched Toll Free calls are rounded up, after the initial period, to the next six (6) second period.

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Original Sheet No. (4)

SECTION 4. RATES

4.4. Dedicated Toll Free Service

4.4.1. Rates

Dedicated Toll Free Service
Per Minute Charges

\$0.0681

Billing Increments:

Dedicated Toll Free calls are billed in initial eighteen (18) second increments and additional periods of six (6) second increments. All Dedicated Toll Free calls are rounded up, after the initial period, to the next six (6) second period.

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SECTION 4. RATES

4.5. Travel Card Calling Service

4.5.1. Rates

Travel Service

\$0.25 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

Billing Increments:

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

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SECTION 4. RATES

4.7.

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SECTION 4. RATES

4.8.

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