



DEPOSIT

December 2, 1997  
DATE OVERNIGHT

D666

DEC 03 1997

210 N. Park Ave  
P.O. Drawer 200  
Tallahassee, FL  
32399-0200

Florida Public Service Commission  
Division of Communication, Room G-50  
2540 Shumard Oak Boulevard  
Gerald L. Gunter Building, Room 270  
Tallahassee, FL 32399-0850

971582-TI

Tel: 407 740 8575  
Fax: 407 740 0613  
Tel: 407 740 0613

RE: Initial Application and Tariff of Telcom.Net, Inc. for  
Authority to Provide Interexchange Telecommunications  
Services within the State of Florida.

Dear Sir/Madam:

Enclosed for filing are the original and twelve (12) copies  
of the above-referenced application of Telcom.Net, Inc.

Also enclosed is a Technologies Management, Inc. check in  
the amount of \$250, to cover the filing fee.

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

I may be reached at (407) 740-8575 with any questions,  
comments or correspondence regarding this application.  
Thank you for your assistance.

Sincerely,

A handwritten signature in cursive script, appearing to read "Thomas M. Forte".

Thomas M. Forte  
Consultant to  
Telcom.Net, Inc.

Enclosures

cc: S. Wolis - Telcom.Net  
to file: Telcom.Net - FL  
TMX# FLD9700

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

Initials of person who forwarded check:

AG

DN12301-97  
12/3/97

**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 Boulevard  
Gunter Building  
Tallahassee, Florida 32399-0850  
(904) 413-6600**

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

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

FORM PSC/CMU 31 (11/95)

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

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

- ( ) **Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- ( ) **Operator Service Provider** - company provides or plans to provide alternative operator services for IXC's; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- (X) **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.
- (X) **Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

FORM PSC/CMU 31 (11/95)

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

2. This is an application for:

- 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:

Telcom.Net, Inc.

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

Not Applicable

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

Telcom.Net, Inc.  
18999 Biscayne Boulevard, Suite #214  
Miami, Florida 33180  
Telephone: (305) 931-7270  
Facsimile: (305) 931-1566

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

See #5 Above

7. Structure of organization:

- Individual
- Foreign Corporation
- General Partnership
- Other, Limited-liability company
- Corporation
- Foreign Partnership
- Limited Partnership

FORM PSC/CMU 31 (11/95)

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

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

Not applicable.

- (a) Provide proof of compliance with the foreign partnership statute (Chapter 620.169 FS), if applicable.
- (b) Indicate if the individual or any of the partners have previously been:
- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.
- (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with the 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: Telcom.Net is a Florida Corporation and is providing a copy of the approved Articles of Incorporation as proof of registration with the Secretary of State office.

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

Nemser & Wolis, P.A.  
18999 Biscayne Boulevard, Suite # 204A  
Miami, Florida 33180

- (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.

No officer, director or stockholder of the Company has been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime. No officer, director or stockholder of the Company are involved in proceedings which may result in such action.

(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 the company, give reason why not.

No officer, director, partner or stockholder of the Company is an officer, director or stockholder in any other Florida certificated telephone company.

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

(a) The application:

Thomas M. Forte  
Consultant to Telcom.Net, Inc.  
Technologies Management, Inc.  
P.O. Drawer 200  
Winter Park, FL 32790-0200  
Telephone: (407) 740-8575  
Facsimile: (407) 740-0613

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

Mr. Joel Eidelstein, President  
Telcom.Net, Inc.  
18999 Biscayne Boulevard, Suite #214  
Miami, Florida 33180  
Telephone: (305) 931-7270  
Facsimile: (305) 931-1566

(c) Tariff:

Thomas M. Forte  
Consultant to Telcom.Net  
Technologies Management, Inc.  
P.O. Drawer 200  
Winter Park, FL 32790-0200  
Telephone: (407) 740-8575  
Facsimile: (407) 740-0613

(d) Complaints/Inquiries from customers:

Customer Service Manager  
Telcom.Net, Inc.  
18999 Biscayne Boulevard, Suite #214  
Miami, Florida 33180  
Toll Free: (888) 438-3526 (888) 43 TELCOM  
Facsimile: (305) 931-1566

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.

Telcom.Net is embarking on filing applications on a limited basis in 1997.

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

None.

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

None

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

None

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

None

12. What services will the applicant offer to other certified 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 checked="" type="checkbox"/> Other: <u>None anticipated at this time</u> |                                    |

13. Do you have a marketing program?

No

14. Will your marketing program:

Not Applicable

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

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

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

- |   |  |
|---|--|
| <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 checked="" type="checkbox"/> Other: (specify) <u>Anyone who uses the Company's service</u> |  |

FORM PSC/CMU 31 (11/95)

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



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?

Presently Telcom.Net will only be providing Debit Card Services. If and when the Company provides any other types of services, the Company's name will appear on the bill.

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

The Company will utilize either LEC billing arrangements or in-house billing depending on the customer type when the Company starts providing other than pre-paid services.

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

See Attachment III.

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

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

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

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

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

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

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

B. Managerial capability.

See Attachment IV.

C. Technical capability.

As a reseller, Applicant relies on the technical expertise of its underlying carrier for maintenance of the network.

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 Attachment II.

20. The applicant will provide the following interexchange carrier services (Check all that apply):

**MTS with distance sensitive per minute rates**

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

**MTS with route specific rates per minute**

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

**MTS with statewide flat rates per minute (i.e. not distance sensitive)**

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

**MTS for pay telephone service providers.**

**Block of time calling plan (Reach Out Florida, Ring America, etc.)**

**800 Service (Toll free)**

**WATS type service (Bulk or volume discount)**

- Method of access is via dedicated facilities
- Method of access is via switched facilities

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

**Travel service**

- Method of access is 950
- Method of access is 800

**900 service**

FORM PSC/CMU 31 (11/95)

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

\_\_\_ **Operator Services**

- \_\_\_ Available to presubscribed customers
- \_\_\_ Available to non presubscribed customers (for example, patrons of hotels, students in universities, patients in hospitals.
- \_\_\_ Available to inmates

**Services included are:**

- Station assistance
- \_\_\_ Person to person assistance
- \_\_\_ Directory assistance
- \_\_\_ Operator verify and interrupt
- \_\_\_ Conference calling

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

For travel service calls: an 800 access number, plus identification number, plus the destination telephone number.

22. Other:

**\*\* 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 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange service.
7. **ACCURACY OF APPLICATION:** By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement.  
Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083".

UTILITY OFFICIAL: \_\_\_\_\_

Signature

11/30/87  
Date

Joel Eidelstein

President

(305) 931-7270

FORM PSC/CMU 31 (11/95)

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

APPENDICES:

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

ATTACHMENTS:

- I - AUTHORITY TO OPERATE IN FLORIDA
- II - PROPOSED TARIFF
- III - FINANCIAL STATEMENTS
- IV - MANAGERIAL AND TECHNICAL CAPABILITIES

**\*\* APPENDIX A \*\***

**CERTIFICATE OF 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-mention certificate.

**Not Applicable.**

**UTILITY OFFICIAL:**

_____	_____
Signature	Date
_____	_____
_____	_____
Title	Telephone

**\*\* 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

11/3.197  
Date

Joel Eidelstein

President

(305) 931-7270



**\*\* APPENDIX C \*\***

**INTRASTATE NETWORK**

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

1) None. 2)

3) 4)

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

1) None 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.**

POP-to-POP                      TYPE                      OWNERSHIP

1) None

2)

3)

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

Statewide.

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).

Not applicable.

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 service begin?

Not applicable.

(b) If the services are not currently offered, when were they discontinued?

Not applicable.

UTILITY OFFICIAL:

  
\_\_\_\_\_  
Signature

Joel Eidelstein

\_\_\_\_\_  
President

11/3/97  
\_\_\_\_\_  
Date

\_\_\_\_\_  
(305) 931-7270

**\*\* 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.
GAINESVILLE:		Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.
OCALA:		Belleview, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Iklawaha, Orange Springs, Salt Springs and Silver Springs Shores.
DAYTONA BEACH:		New Smyrna Beach.

FORM PSC/CMU 31 (11/95)

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

TAMPA:	Central East North South West	None Plant City Zephyrhills Palmetto 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 Creet, 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.
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:	Homestead, North Dade and Perrine.

Telcom.Net intends to offer service throughout the State  
of Florida.

ATTACHMENT I

TELCOM.NET, INC.

AUTHORITY TO OPERATE IN FLORIDA

**ARTICLES OF INCORPORATION  
OF  
Telcom.Net, Inc.**

**FILED**

97 AUG 11 AM 10:27

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

orporator hereby forms a corporation under Chapter 607 of the Florida Statutes, Florida.

**ARTICLE I. NAME**

poration shall be:

Telcom.Net, Inc.

l office of this corporation shall be 9330 Lagoon Place, Suite  
da 33324, and the mailing address of the corporation shall be  
310, Fort Lauderdale, Florida 33324

**ARTICLE II. NATURE OF BUSINESS**

ge in any and all activities and businesses permitted under the  
the State of Florida or any other state, country, territory or

**ARTICLE III. CAPITAL STOCK**

shares of stock that this corporation is authorized to have  
e is 1,000 shares of common stock having \$1.00 par value per

**ARTICLE IV. REGISTERED AGENT**

initial registered office of the corporation shall be 18999  
h Miami Beach, Florida 33180, and the name of the initial  
poration at that address is Nemser & Wolis, P.A.

**ARTICLE V. TERM OF EXISTENCE**

st perpetually.

**ARTICLE VI. INCORPORATOR**

The name and street address of the incorporator to these Articles of Incorporation:

Nemser & Wolis, P.A.  
18999 Biscayne Boulevard Suite 204A  
North Miami Beach, Florida 33180

IN WITNESS WHEREOF, the undersigned agent of Nemser & Wolis, P.A., has hereunto set their hand and seal of Nemser & Wolis, P.A. on August 5, 1997

NEMSER & WOLIS, P.A.,

By: 

David Wolis, Vice-President

**ACCEPTANCE OF REGISTERED AGENT DESIGNATED  
IN ARTICLES OF INCORPORATION**

Nemser & Wolis, P.A., a Florida corporation authorized to transact business in this State, having a business office identical with the registered office of the corporation named above, and having been designated as the Registered Agent in the above and foregoing Articles, is familiar with and accepts the obligations of the position of Registered Agent under Section 607.0505, Florida Statutes.

Nemser & Wolis, P.A.

By: 

David Wolis, Vice-President

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

97 AUG 11 AM 10:27

FILED



ATTACHMENT II  
TELCOM.NET, INC.  
PROPOSED TARIFF

ATTACHMENT II  
TELCOM.NET, INC.  
PROPOSED TARIFF

TITLE PAGE  
FLORIDA TELECOMMUNICATIONS TARIFF  
OF  
TELCOM.NET, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by Telcom.Net, Inc. with principal offices located at 18999 Biscayne Boulevard, Suite #210, Miami, Florida 33180. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

---

ISSUED: December 3, 1997

EFFECTIVE:

Issued by: Joel Eidelstein, General Partner  
18999 Biscayne Boulevard, Suite #210  
Miami, Florida 33180

**CHECK SHEET**

The Sheets of this tariff are effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original tariff.

SHEET	REVISION	SHEET	REVISION
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		•
21	Original		•
22	Original		•
23	Original		•
24	Original		•
25	Original		•
26	Original		•
27	Original		•
28	Original		•

• - Indicates original or revised sheet with this filing

ISSUED: December 3, 1997

EFFECTIVE:

Issued by: Joel Edelman, General Partner  
18999 Biscayne Boulevard, Suite #210  
Miami, Florida 33180

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ISSUED: December 3, 1997

EFFECTIVE:

Issued by: Joel Eidelstein, General Partner  
18999 Biscayne Boulevard, Suite #210  
Miami, Florida 33180

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**SYMBOLS**

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

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

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

---

**ISSUED:** December 3, 1997**EFFECTIVE:**

Issued by: Joel Eidelstein, General Partner  
18999 Biscayne Boulevard, Suite #210  
Miami, Florida 33180

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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 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 page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the FPSC, an 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 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 sheet is the most current on file with the FPSC.

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**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS****1.1 Abbreviations**

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

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

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

**1.2 Definitions**

**Access Line** - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

**Authorized User** - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

**Carrier or Company** - Telcom.Net, Inc. unless otherwise indicated by the context.

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**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)****1.2 Definitions, (Cont'd.)**

**Customer** - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with tariff regulations.

**Customer Premises Equipment** - Terminal equipment, as defined herein, which is located on the Customer's premises.

**Day Rate Period** - Applies to that portion of a call occurring from 8:00 AM to, but not including, 5:00 PM Monday through Friday.

**Dedicated Access** - See Special Access Origination/Termination.

**Evening Rate Period** - Applies to that portion of a call occurring from 5:00 PM to, but not including, 11:00 PM Sunday through Friday.

**Telcom.Net** - Used throughout this tariff to refer to Telcom.Net, Inc. unless otherwise indicated by the text.

**Night/Weekend Rate Period** - Applies to that portion of a call occurring from 11:00 PM to, but not including 8:00 AM all days, 8:00 AM to, but not including, 11:00 PM Saturday; 8:00 AM to, but not including, 5:00 PM Sunday.

**Special Access Origination/Termination** - Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The LEC provides these dedicated circuits from the Customer's location to the Company's point of presence. The rates and charges for dedicated circuits are determined by the LEC and the Customer is responsible for payment of these charges to the LEC.

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**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)****1.2 Definitions, (Cont'd.)**

**Subscriber** - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of itself or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber may also be a Customer when the Subscriber uses services of the Company.

**Switched Access Origination/Termination** - Where originating or terminating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits.

**Terminal Equipment** - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

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

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**SECTION 2.0 - RULES AND REGULATIONS****2.1 Undertaking of Telcom.net, Inc.**

Telcom.Net is a resale common carrier providing intrastate direct dialed (1 +) services to Customers within the State of Florida.

Telcom.Net services and facilities are furnished for communications originating at specified points within the State of Florida under terms of this tariff.

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

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

**2.2 Applicability of Tariff**

This tariff is applicable to telecommunications services provided by Telcom.Net within the state of Florida.

**2.3 Limitations of Service**

- 2.3.1 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.3.2 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.3 Telcom.Net reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

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**SECTION 2.0 - RULES AND REGULATIONS****2.4 Liability**

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

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.4 Liability, (Cont'd.)**

- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's or Subscriber's apparatus or systems, or (iii) for any act or omission of the Customer or Subscriber, or (iv) for any personal injury or death of any person, or for any loss of or damage to Subscriber's or Customer's premises or any other property, whether owned by Customer, Subscriber or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- 2.4.4 The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.5 Payment and Credit Regulations****2.5.1 Payment Arrangements**

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

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Florida PSC. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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

**2.5.2 Deposits**

The Company does not require a deposit from the Customer or Subscriber.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.5 Payment and Credit Regulations, (Cont'd.)****2.5.3 Advance Payments**

For Customers whom the Company determines 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 a new advance payment may be collected for the next month.

**2.5.4 Taxes**

Company reserves the right to bill any and all applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, and Gross Receipts Tax. Such taxes will be itemized separately on Customer invoices.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.6 Refunds or Credits for Service Outages or Deficiencies****2.6.1 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer or Subscriber, or to the failure of channels, equipment and/or communications systems provided by the Customer or Subscriber, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer. Interruptions caused by Customer-provided, Subscriber-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access. For purposes of credit computation every month shall be considered to have 30 days. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours. For message rated toll services, credits will be limited to, at maximum, the price of the initial period of individual call that was interrupted.

The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30th of the monthly charge for the services affected for each day that the interruption continues.

Credit Formula:

$$\text{Credit} = A/30 \times B$$

A = outage time in days

B = total monthly charge for affected service.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.6 Refunds or Credits for Service Outages or Deficiencies, (Cont'd.)****2.6.2 Inspection, Testing and Adjustment**

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

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.7 Minimum Service Period**

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

**2.8 Refusal or Discontinuance by Company**

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

2.8.2 Telcom.Net may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given 15 days notice to comply with any rule or remedy any deficiency:

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

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.8 Refusal or Discontinuance by Company, (Cont'd.)****2.8.2 (cont'd.)**

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

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.8 Refusal or Discontinuance by Company, (Cont'd.)****2.8.2 (cont'd.)**

- (H) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Telcom.Net may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- (I) Telcom.Net reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of law.
- (J) Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.
- (K) For periods of inactivity over sixty (60) days.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.9 Employee Concessions**

[Reserved for Future Use]

**2.10 Terminal Equipment**

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

**2.11 Applicable Law**

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

**2.12 Cost of Collection and Repair**

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

**2.13 Restoration of Service**

In the event the Customer is disconnected for non-payment, no reconnection charge is required by Telcom.Net. The Customer may be required to pay a "PIC" change charge by the applicable LEC, if one is applicable.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.14 Tests, Pilots, Promotional Campaigns and Contests**

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

These promotions will be approved by the FPSC with specific starting and ending dates with promotions running under no circumstances longer than 90 days in any twelve month period. All such promotions will be offered on a completely non-discriminatory basis. All such tariffed promotions must be approved by the PFSC and must state exactly what charges are being reduced or waived, who is eligible and what customers have to do to be eligible.

**2.15 Other Rules**

2.15.1 Telcom.Net reserves the right to validate the credit worthiness of Customers or Authorized Users through available verification procedures.

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

**2.16 Reservation of 800 Numbers**

The Company will make every effort to reserve 800 vanity numbers for customers, but makes no guarantee or warranty that the requested number(s) will be available.

**2.17 Use of Service**

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

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**SECTION 3.0 - DESCRIPTION OF SERVICE****3.1 Timing of Calls**

Billing for calls placed over the network is based in part on the duration of the call.

- 3.1.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.1.2 Chargeable time for all calls ends when one of the parties disconnects from the call.
- 3.1.3 There is no billing applied for incomplete calls.
- 3.1.4 Unless otherwise specified in this tariff, all calls are on one (1) minute duration.
- 3.1.5 All calls will be rounded up to the next highest minute.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)****3.2 Calculation of Distance**

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

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

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

Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.

Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

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

**3.3 Quality and Grade of Service Offered**

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

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)****3.4 Rate Periods**

Unless otherwise indicated elsewhere in this tariff, all usage-based rates in this tariff are subject to the following time-of-day and day-of-week rate periods:

- 3.4.1 Day Rate Period - Applies to that portion of a call occurring from 8:00 AM to, but not including, 5:00 PM Monday through Friday.
- 3.4.2 Evening Rate Period - Applies to that portion of a call occurring from 5:00 PM to, but not including, 11:00 PM Sunday through Friday.
- 3.4.3 Night/Weekend Rate Period - Applies to that portion of a call occurring from 11:00 PM to, but not including 8:00 AM all days, 8:00 AM to, but not including, 11:00 PM Saturday; 8:00 AM to, but not including, 5:00 PM Sunday.
- 3.4.4 When a call is established in one rate period and ends in another rate period, the rate in effect at the calling station applies to the portion of the call occurring within that rate period. When a unit of time is split between two rate periods, the rate applicable to that unit of time is based on the rate period in which it began.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)****3.5 Service Offerings****3.5.1 Telcom One-Plus Service**

Telcom One-Plus Service allows Customers to place direct dialed calls to terminating locations throughout the state of Florida. Customers are presubscribed to the Telcom.Net network. Calls are placed by dialing "1+" and the destination telephone number, including the area code if applicable. Customers may access Telcom One-Plus Service through switched or dedicated access facilities. Calls are billed in six (6) second increments with an initial period, for billing purposes, of thirty (30) seconds.

**3.5.2 Telcom 1-800 Service**

Telcom 1-800 Service is an inward calling service. It permits termination of intrastate calls from diverse geographic locations to Customer local exchange lines or to dedicated access facilities. With Telcom 1-800 Service, the Customer is billed for the call rather than the call originator. Calls are billed in six (6) second increments with an initial period, for billing purposes, of thirty (30) seconds.

**3.5.4 Telcom Intelli-Card World Access**

Telcom Intelli-Card World Access Service allows the Customer to place calls within the State of Florida while away from the home or office. The Customer must dial an "800" number and a special access code before completing the call. Calls are billed in one (1) minute increments with an initial calling period of one (1) minute.

**3.5.5 Telcom Pre-Paid Card Service**

Telcom Pre-Paid Card Service allows the Customer to place calls within the State of Florida while away from the home or office. The Customer must dial an "800" number and a special access code before completing the call. Calls are billed in one (1) minute increments with an initial calling period of one (1) minute. Telcom Pre-Paid Cards are sold in various denominations based upon the needs of the Customer. The cards are not rechargeable.

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**SECTION 4.0 - RATES****4.1 Service Offerings - Rates**

**4.1.1 Telcom.Net 1+ Service - Only per call charges apply. There is no monthly recurring or non-recurring charges for this product.**

(A) Per Minute Rate \$0.7200

**4.1.2 Toll Free Inbound Service**

(A) Per Minute Rate \$0.7200

(B) Monthly Recurring Charge per number \$5.00

(C) Non-Recurring Charge per Number \$50.00

**4.1.3 Telcom.Net Travel Card Services****(A) Combined Travel Card Service**

Per Call Surcharge \$0.72

Per Minute Rate \$0.00

**4.1.4 Telcom.Net Pre-Paid Card Services**

Per Call Surcharge \$0.00

Per Minute Rate \$0.7200

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**SECTION 4.0 - RATES, (CONT'D.)****4.5 Exemptions and Special Rates****4.5.1 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges when the call is placed by a method that would normally incur the surcharge.

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

**4.5.2 Emergency Call Exemptions**

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

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**ATTACHMENT III**  
**TELCOM.NET, INC.**  
**FINANCIAL STATEMENTS**

**ASSETS**

	November 30, 1997 (Unaudited)
CASH	\$100,000
TOTAL	\$100,000

**LIABILITIES AND STOCKHOLDERS' EQUITY**

ACCOUNTS PAYABLE	\$ 5,000
STOCKHOLDERS' EQUITY	
Paid in capital & retained earnings	\$ 95,000
Total stockholders' equity	\$ 95,000
TOTAL	\$100,000

**ATTACHMENT III - A**  
**TELCOM.NET, INC.**  
**Financial Resources Statement**

Telcom.Net, Inc. ("Telcom.Net") is provided a June 30, 1997 financial statement with its application as proof of the company's anticipated Florida revenue projections. These statements show Telcom.Net as a start-up operation with a solid cash position and non-existent liabilities.

Telcom.Net proposes to operate as a reseller in the state. There are minimal capital requirements or expenses that the company will experience when starting its Florida operations. All transmission will be provided by the underlying carrier. The company has structured its retail pricing so that its per minute rate covers its per minute cost, thus assuring an almost instantaneous positive cash flow.

The company also points to the resumes provided with the application. These resumes show that Telcom.Net has the managerial experience and entrepreneurial skill necessary to run the company.



**ATTACHMENT IV**

**TELCOM.NET, INC.**

**MANAGERIAL AND TECHNICAL CAPABILITIES**

Joel Eidelstein - Chief Executive of Telcom.Net with responsibility in administering communication services, personnel, and other related corporate matters. Managerial experience in running a financial services organization both in Chicago, Illinois and London, England.

Ezra Saban - National Sales director with responsibility in coordinating and developing marketing representatives in the company's operating territories. Experience in operating, training and establishing international sales representatives for various telecommunication organizations.

Steven Wolis - Corporate Development administrator which involves producing and marketing new and existing communication products for Telcom.Net. Experience working in telecommunications industry emphasizing sales and marketing calling card and one-plus services.



DEPOSIT

December 2, 1997  
DATE OVERNIGHT

D666 DEC 03 1997

210 N. Park Ave.  
PO Drawer 200  
Winter Park, FL  
32790-0200

Florida Public Service Commission  
Division of Communication, Room G-50  
2540 Shumard Oak Boulevard  
Gerald L. Gunter Building, Room 270  
Tallahassee, FL 32399-0850

Tel 407-740-8575  
Fax 407-740-0613  
tmi@tminc.com

RE: Initial Application and Tariff of Telcom.Net, Inc. for Authority to Provide Interexchange Telecommunications Services within the State of Florida.

Dear Sir/Madam:

Enclosed for filing are the original and twelve (12) copies of the above-referenced application of Telcom.Net, Inc.

Also enclosed is a Technologies Management, Inc. check in the amount of \$250, to cover the filing fee.

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

I may be reached at (407) 740-8575 with any questions, comments or correspondence regarding this application. Thank you for your assistance.

Sincerely,

Thomas M. Forte  
Consultant to

FOR SECURITY PURPOSES, THE BORDER OF THIS DOCUMENT CONTAINS MICROPRINTING



P.O. Drawer 200  
Winter Park, FL  
32790-0200

210 N. Park Avenue  
Winter Park, FL 32789  
(407) 740-8575



250 PARK AVENUE  
WINTER PARK, FLORIDA 32789

63-319/631

18133

NUMBER  
18133

PAY: TWO HUNDRED FIFTY DOLLARS

DATE AMOUNT  
12/02/97 \*\*\*\*\*\$250.00

TECHNOLOGIES MANAGEMENT, INC.

TO THE  
RECORDS & REPORTING  
2540 SHUMARD OAK BLVD.  
TALLAHASSEE FL 32399-0850

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