

**PCSi**  
A Division of Turn 4 Communications, Inc.  
500 Grapevine Highway, Suite 300  
Hurst, Texas 76054-2708

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January 27, 1998

Florida Public Service Commission  
Division of Administration, Room G-50  
101 East Gaines Street  
Tallahassee, Florida 32399-0850

DEPOSIT	DATE
D697 <sup>00</sup>	JAN 29 1998

980149-TI

RE: Application by iTELSA (USA), Inc.

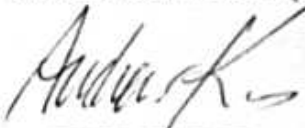
Dear Sir or Madam:

Please find enclosed an original and six copies of iTELSA (USA), Inc.'s application for authority to provide interexchange telecommunications service within the State of Florida.

Please date-stamp the attached copy of this letter and return it in the self-addressed stamped envelope. If I can be of any assistance, contact me at 817-281-4727. Thanks for your help.

Sincerely,

PCSi  
Consultant to iTELSA (USA), Inc.

  
Andrew Kang  
Regulatory Counsel

ENC.

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:

A.J.

RECEIVED  
JAN 29 7 53 AM '98  
ADMINISTRATION  
MAIL ROOM

DOCUMENT NUMBER - DATE  
01547 JAN 29 98  
FPSC-RECORDS/REPORTING

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

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

980149-TI

**APPLICATION FORM**

for

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

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**Instructions**

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

Florida Public Service Commission  
Division of Communications  
Bureau of Service Evaluation  
2540 Shumard Oak Blvd.  
Gunter Building  
Tallahassee, Florida 32399-0850  
(904) 413-6600
- E. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

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

RECEIVED  
JUN 29 7 53 AM '98  
ADMINISTRATION  
MAIL ROOM

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Initials of person who forwarded check:

A.J.

FORM PSC/CMU 31 (3/96)

Required by Commission Rule Nos. 25-24.471 and 25-24.473.

DOCUMENT NUMBER-DATE

01547 JAN 29 98

FPSC-RECORDS/REPORTING

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

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

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

- Facilities based carrier - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless Rebiller - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying 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.

3. Name of corporation, partnership, cooperative, joint venture or sole proprietorship:  
 ITELSA (USA), Inc.
4. Name under which the applicant will do business (fictitious name, etc.):  
 n/a
5. National address (including street name & number, post office box, city, state and zip code).  
 444 Brickell Ave., Ste. 650, Miami, Florida 33131
6. Florida address (including street name & number, post office box, city, state and zip code):  
 444 Brickell Ave., Ste. 650, Miami, Florida 33131
7. Structure of organization;
- |  |   |
|--|---|
| <input type="checkbox"/> Individual          | <input checked="" type="checkbox"/> Corporation |
| <input type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership    |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership    |
| <input type="checkbox"/> Other, _____        |   |

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

n/a

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

(b) Indicate if the individual or any of the partners have previously been:

(1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.

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

9. If incorporated, please give:

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

see attachment

Corporate charter number: P97000037840

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

see attachment

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

n/a

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

- (c) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

see attachment

- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.

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

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

- (a) The application;
- (b) Official Point of Contact for the ongoing operations of the company;
- (c) Tariff;

(d) Complaints/Inquiries from customers;

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.

South Dakota

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

Montana, New Jersey, Texas

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

None

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

None

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

None

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

(X) Facilities. ( ) Operators.

( ) Billing and Collection. ( ) Sales.

( ) Maintenance.

(X) Other: interexchange and prepaid phone card services

13. Do you have a marketing program?

Yes.

14. Will your marketing program:

- Pay commissions?
- Offer sales franchises?
- Offer multi-level sales incentives?
- Offer other sales incentives?

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

The company pays commissions to its sales persons based on the volume of sales.

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

- Residential customers.  Business customers.
- PATS providers.  PATS station end-users.
- Hotels & motels.  Hotel & motel guests.
- Universities.  Univ. dormitory residents.
- Other: (specify) carriers/resellers.

17. Please provide the following (if applicable):

- (a) Will the name of your company appear on the bill for your services, and if not who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?  
Yes.

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

The company will bill wholesale customers directly. Prepaid phone card users will not be billed since the prepaid phone card requires purchase before use.

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

See attachment.

A. Financial capability.

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements, including:

1. the balance sheet
2. income statement
3. statement of retained earnings for the most recent 3 years.

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

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

B. Managerial capability.

C. Technical capability.

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

See attachment



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

MTS with distance sensitive per minute rates

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

MTS with route specific rates per minute

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

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

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

MTS for pay telephone service providers .

Block-of-time calling plan (Reach out Florida, Ring America, etc.).

800 Service (Toll free)

WATS type service (Bulk or volume discount)

Method of access is via dedicated facilities

Method of access is via switched facilities

Private Line services (Channel Services)  
(For ex. 1.544 mbs., DS-3, etc.)

**Travel Service**  
 Method of access in 950  
 Method of access in 800

**900 Service**

**Operator Services**

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

**Services included are:**

Station assistance  
 Person to Person assistance  
 Directory assistance  
 Operator verify and interrupt  
 Conference Calling

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

MTS: 10XXX.

Travel cards and prepaid cards: 800/888 number or a local access number.

800 Service: 800 or 888 number

Directory assistance: 1+(area code)+555-1212.

22.  Other:

**\*\* APPLICANT ACKNOWLEDGEMENT STATEMENT \*\***

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange service.
6. **ACCURACY OF APPLICATION:** By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement.  
Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083".

UTILITY OFFICIAL:

*R. Tolliver*  
Signature

12/22/97  
Date

Ronald Tolliver

President  
Title

305-372-8722  
Telephone No.

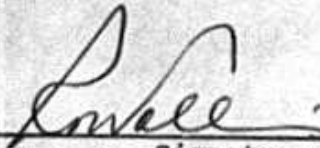
**\*\* APPENDIX B \*\***

**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

12/2/97  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Ronald Tolliver

\_\_\_\_\_  
President

\_\_\_\_\_  
Title

305-372-8722  
\_\_\_\_\_  
Telephone No.

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

**INTRASTATE NETWORK**

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

none

1)

2)

3)

4)

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

1) 990 N.E. 125th St.                      2)

North Miami, FL 33161

Type: Manufactured by iTelsa, includes prepaid services and enhanced services platform and least cost routing. (Owned)

3)

4)

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

none

1) POP-to-POP

TYPE

OWNERSHIP

2)

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).

The company proposes to offer service in all exchanges

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). IntraLATA toll service will only be provided to end users who dial the appropriate access code.

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

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

UTILITY OFFICIAL:

  
\_\_\_\_\_  
Signature

12/22/97  
\_\_\_\_\_  
Date

Ronald Tolliver  
\_\_\_\_\_

President  
\_\_\_\_\_  
Title

305-372-8722  
\_\_\_\_\_  
Telephone No.

**9(a). Proof of authority to operate in Florida**

# State of Florida



## Department of State

I certify from the records of this office that ITELSA (USA), INC., is a corporation organized under the laws of the State of Florida, filed on April 28, 1997.

The document number of this corporation is P97000037840.

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

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Fifteenth day of September, 1997



CR2EO22 (2-95)

*Sandra B. Northam*

Sandra B. Northam  
Secretary of State



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

**INTRASTATE NETWORK**

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

none

1) 2)

3) 4)

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

1) 990 N.E. 125th St. 2)

North Miami, FL 33161

Type: Manufactured by iTelsa, includes prepaid services and enhanced services platform and least cost routing. (Owned)

3) 4)

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

none

1) POP-to-POP                      TYPE                      OWNERSHIP

2)

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).

The company proposes to offer service in all exchanges

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

UTILITY OFFICIAL:

*Rolliver*  
Signature

12/22/97 ←  
Date

Ronald Tolliver

President  
Title

305-372-8722  
Telephone No.

**9(a). Proof of authority to operate in Florida**

# State of Florida



## Department of State

I certify from the records of this office that ITELSA (USA), INC., is a corporation organized under the laws of the State of Florida, filed on April 28, 1997.

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Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Fifteenth day of September, 1997



CR2EO22 (2-95)

*Sandra B. Northam*

Sandra B. Northam  
Secretary of State

**9(b) Name and address of the Company's Florida registered agent.**

Cober Corporate Agents, Inc.  
26014 S. Bayshore Dr., 19th Floor  
Miami, FL 33133

**9(c) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:**

- (1) **adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.**

No.

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

No.

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

- (a) **The application;**

Andrew Kang  
Regulatory Counsel  
Preferred Carrier Services, Inc.  
500 Grapevine Hwy., Suite 300  
Hurst, TX 76054-2707  
(817) 281-4727

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

Richard Bernstein  
C.F.O. and General Counsel  
444 Brickell Ave., Suite 650  
Miami, FL 33131  
(305) 372-8722

- (c) **Tariff;**

Robert Sklar  
Vice President  
444 Brickell Ave., Suite 650  
Miami, FL 33131  
(305) 372-8722

- (d) Complaints/Inquiries from customers;**  
Didi Vergara  
Director of Customer Service  
444 Brickell Ave., Suite 650  
Miami, FL 33131  
(800) 864-1313

## **18A. Financial Capability**

**(Unaudited financial statements following this page)**

With expansion throughout the United States and internationally, iTELSA expects to achieve gross revenues of \$200 million per year after five years of operation. The Company's clients have included major companies such as Burger King, McDonald's, Jenny Craig, Toshiba, AT&T Paragon, Mauna Loa Macadamia Nut Company, Johnson and Johnson, Procter and Gamble, Microsoft, Miller Brewing, Blue Cross/Blue Shield, and Air France.

**ITELSA, USA**  
**Consolidated Statement of Operations**  
**For the Quarter Ended September 30, 1997**

	ACTUAL Q1	BUDGET Q1	Variance Favorable (Unfavorable)	
			\$	%
<b>Revenue:</b>				
<b>Domestic Sales</b>				
Premium and Incentive	\$1,124,611	\$366,330	\$738,281	101%
Retail	216,300	254,605	(38,305)	-15%
Telecom	1,145,574	607,303	538,271	89%
Sub-total Domestic	2,486,485	1,248,238	1,238,247	99%
<b>International Sales</b>				
Corp Development Sales	0	0	0	n/a
International Sales	0	0	0	n/a
Sub-total International	0	0	0	n/a
<b>Total Revenue</b>	<b>2,486,485</b>	<b>1,248,238</b>	<b>1,238,247</b>	<b>99%</b>
<b>Cost of service:</b>				
<b>Domestic Cost</b>				
Premium and Incentive	739,272	248,603	(490,669)	-197%
Retail	149,378	171,494	22,116	13%
Telecom	787,733	407,838	(379,897)	-83%
Sub-total Domestic	1,676,383	827,933	(848,450)	-102%
<b>International Cost</b>				
Corp Development Sales	0	0	0	n/a
International Sales	0	0	0	n/a
Sub-total International	0	0	0	n/a
<b>Total Cost of service</b>	<b>1,676,383</b>	<b>827,933</b>	<b>(848,450)</b>	<b>-102%</b>
<b>Total Cost of service %</b>	<b>67%</b>	<b>66%</b>		
<b>Gross Margin</b>	<b>810,102</b>	<b>420,305</b>	<b>389,797</b>	<b>93%</b>
<b>Gross Margin %</b>	<b>33%</b>	<b>34%</b>		
<b>Operating Expenses:</b>				
Sales and Marketing	499,903	618,296	118,393	19%
General and administrative	1,027,570	1,274,823	247,253	19%
Operations and Engineering	226,650	233,897	7,247	3%
EIS	6,041	6,538	497	8%
Total Operating Expenses	1,760,164	2,133,554	373,390	18%
<b>EBITDA</b>	<b>(950,062)</b>	<b>(1,713,249)</b>	<b>763,187</b>	<b>45%</b>
Depreciation and amortization	98,886	98,886	0	0%
<b>EBIT</b>	<b>(1,048,948)</b>	<b>(1,812,135)</b>	<b>763,187</b>	<b>42%</b>
Interest expense	281,697	281,697	0	0%
Taxes	0	0	0	n/a
<b>Net Income (Loss)</b>	<b>(\$1,330,646)</b>	<b>(\$2,093,832)</b>	<b>\$763,187</b>	<b>36%</b>

Company Confidential

UNAUDITED  
FOR MANAGEMENT DISCUSSION ONLY



**ITELSA, USA**  
**Consolidated Balance Sheet**  
**For the Quarter Ended September 30, 1997**

	Actual Q1 Ended Sep-97	Budget Q1 Ended Sep-97	Variance Favorable (Unfavorable)	
			\$	%
<b>ASSETS</b>				
<i>Current Assets:</i>				
Cash & cash equivalents	\$3,342,440	\$3,049,505	\$292,935	10%
Accounts receivable, net <sup>1</sup>	1,548,045	649,768	898,277	138%
Customer deposits (letters of credit)	547,042	547,042	0	0%
<i>Sub total</i>	<u>5,438,127</u>	<u>4,246,315</u>	<u>1,191,812</u>	<u>28%</u>
<i>Other Assets:</i>				
Equipment and proprietary information system net of depreciation and amortization	3,114,952	1,603,042	1,511,910	73%
Goodwill, net <sup>2</sup>	12,163,737	11,331,442	832,295	8%
<b>TOTAL ASSETS</b>	<u>\$20,738,818</u>	<u>\$17,580,799</u>	<u>\$3,158,017</u>	<u>18%</u>
<b>LIABILITIES &amp; SHAREHOLDER'S EQUITY</b>				
<i>Liabilities:</i>				
Accounts payable <sup>3</sup>	\$881,475	\$733,983	(\$147,522)	-20%
Accrued transmission <sup>4</sup>	506,003	272,197	233,803	-88%
Preferred dividend payable	0	0	0	n/a
Customer deposits (letters of credit)	547,042	547,042	0	0%
Deferred revenue	100,322	121,315	(\$6,007)	-60%
Note payable (ITS)	1,250,000	1,250,000	0	0%
Bank debt <sup>5</sup>	16,464,309	16,317,902	(\$146,497)	-13%
<i>Sub total current liabilities</i>	<u>21,849,238</u>	<u>19,202,409</u>	<u>(2,692,829)</u>	<u>-13%</u>
<i>Shareholder's Equity:</i>				
Common stock par value \$0.01, 100,000,000 shares authorized, 22,402,213 issued and outstanding July 1, 1997	222,222	222,222	0	0%
Preferred stock par value \$0.01 with 10% annual PIK <sup>6</sup>	0	0	0	n/a
Accumulated deficit	(1,330,644)	(2,093,832)	763,188	-30%
<i>Total Shareholder Equity</i>	<u>(1,108,422)</u>	<u>(1,871,610)</u>	<u>763,188</u>	<u>-41%</u>
<b>TOTAL LIABILITIES &amp; SHAREHOLDER'S EQUITY</b>	<u>\$20,738,818</u>	<u>\$17,580,799</u>	<u>\$3,158,017</u>	<u>18%</u>

**FOOTNOTES:**

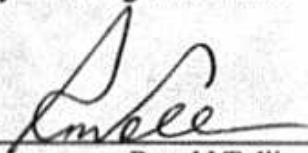
- (1) Account Receivable are based upon gross revenue, collection cycle of 60 days, and bad debt allowance of 5%.
- (2) Goodwill is equal to an estimate of the predecessor company's accumulated deficit. Goodwill is amortized straight line over a 30 year period. Goodwill also includes \$600k of debt issuance costs.
- (3) Accounts Payable are based upon projected operating expenses and a payment cycle of 30 days.
- (4) Accrued Transmission costs are based upon the projected cost of service and a historic payment cycle of 15 days.
- (5) Bank debt consists of Northern Trust line of credit, NationsBank line of credit and capital lease obligations. Both line of credit facilities are interest only and are guaranteed by Albert L. Weintraub.
- (6) Represents the \$10mm of new cash infusion plus the conversion of \$5mm credit facility from NationsBank to preferred stock, projected to occur in Q2. All preferred stock will have an annual "Paid in kind" (PIK) of 10%.

Company Confidential

UNAUDITED  
FOR MANAGEMENT DISCUSSION ONLY

**AFFIRMATION**

I, Ronald Tolliver, Chief Executive Officer of ITELSA (USA), Inc., affirm that the attached financial statements are true and correct to the best of my knowledge and belief.



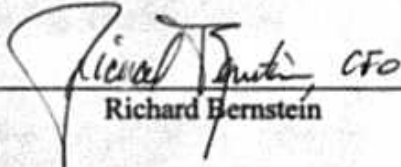
\_\_\_\_\_  
Ronald Tolliver

12/22/97

\_\_\_\_\_  
Date

**AFFIRMATION**

I, Richard Bernstein, Chief Financial Officer of ITELSA (USA), Inc., affirm that the attached financial statements are true and correct to the best of my knowledge and belief.

  
\_\_\_\_\_  
Richard Bernstein, CFO

12/22/97  
\_\_\_\_\_  
Date

**18B. Managerial Capability  
and  
18C. Technical Capability**

## MANAGEMENT PROFILES

### **Albert L. Weintraub, Chairman of the Board**

Mr. Weintraub, Senior Partner of Weintraub, Weintraub, Seiden & Orshan, is the Chairman of the Board. He is a founder of Microtel/ATC and a former Director of LDDS (now known as WorldCom) and is recognized as a catalytic force in the AT&T divestiture. Mr. Weintraub has extensive domestic and international contacts in telecommunications, banking and finance.

He is the Senior Partner of the Miami law firm Weintraub, Weintraub, Seiden & Orshan, and has contributed substantial equity capital to the Company. Mr. Weintraub is a founder and former Director of WorldCom, the fourth largest long-distance company in the United States.

Mr. Weintraub is a recognized force advocating the 1984 AT&T divestiture, which has led to the initial growth of the Telecommunications Industry. He is the principal architect of the Company's vertical integration business strategy, and his vision, experience and leadership have been critical to its implementation.

Mr. Weintraub is a 1953 graduate of the University of Miami (Florida) Law School (Cum Laude). He is a member of the American Bar Association, the District of Columbia Bar Association, and the Florida Bar Association. Mr. Weintraub has extensive domestic and international contacts in banking, finance and telecommunications. He is also active in a variety of community groups, charities and philanthropic organizations.

### **Ronald L. Tolliver, President, Chief Executive Officer and Director**

Mr. Tolliver has over 20 years experience in the telecommunications and Internet industries. Mr. Tolliver was Director of Governmental and Regulatory Affairs and Director of Tariffs with United Telephone System, Inc. (1983 to 1986), Manager of Product Evaluation and Pricing with United Telephone of Florida, Inc. (1991 to 1996), Senior Vice President and Chief Financial Officer with Intermedia Communications of Florida, Inc. (1991 to 1996) and Chief Financial Officer of Sportsline USA, Inc. (1996 to 1997), a leading sports media Internet company. Mr. Tolliver has extensive experience in emerging growth companies, mergers and acquisitions and with managing public and private financing transactions, debt and equity, aggregating over \$700 million since 1992. Mr. Tolliver received his Bachelor of Science degree from Florida Southern College and his Master of Business Administration degree from the University of South Florida.

### **Richard N. Bernstein, Esq., Chief Financial Officer and General Counsel**

Since 1984 Mr. Bernstein has been a principal and managing partner at the law firm of Cohen, Berke, Bernstein, Brodie & Kondell, P.A. in Miami, Florida, specializing in transactional, international, merger and acquisition and technology law. Mr. Bernstein and his firm have represented the Company since March 1997. Mr. Bernstein completed his Bachelor of Business Administration (with high honors) and MBA studies at the University of Wisconsin, Madison in 1976 and 1977, respectively, and received his Juris Doctor (cum laude) from the University of Miami School of Law in 1980. Mr. Bernstein received his designation as a Certified Public Accountant (Florida) in 1981.

**Claire Weintraub-Ceballos, Secretary**

Ms. Claire Weintraub-Ceballos has worked as a Corporate Designer of voice and data networks while employed with communications leader Microtel/ATC, now a division of WorldCom, where she performed analysis of overall telecommunications services. Prior to that she was Manager of the Senior Accounts Sales group in Miami, Florida. Also, Ms. Weintraub-Ceballos was formerly Vice President and Director of Marketing and Sales at Independent Power, Inc.

**D. Robert Lewis, Treasurer**

D. Robert Lewis, serves as the company's treasurer. He possesses more than 25 years of banking and financial experience. Mr. Lewis founded and served as the Chairman & CEO of TotalBank and Total Bancshares, Inc., a Miami, Florida bank holding company. He later founded Brickellbanc Savings Association and served as President & CEO. Recently, Mr. Lewis has been an active corporate investor and advisor and has served as a consultant to the financial and telecommunications industries.

**Marshall Ellis**

Mr. Ellis has extensive experience in the telecommunications industry. Prior to coming to iTelsa, Mr. Ellis was a principal of Boston-based SmarTel/SmartLink, an international and domestic telecommunications services provider. He was a founder of Sigma Communications in Summit, New Jersey, a company that offers specialized telecommunications services to the travel industry worldwide. Mr. Ellis was also a founder and the Director of Sales and Marketing for Digitran Inc., an international real-time fax network company.

**Robert Sklar, Vice President**

Mr. Sklar entered telecommunications as founder of Nationwide Technologies, Inc. a company specializing in telecommunication services for the hospitality industry in 1990. In September, 1991, Mr. Sklar co-founded National TelCom Management, Inc. for the purpose of marketing 1+ product, including the new AT&T Tariff 12 product to both commercial accounts and the hospitality industry. In January, 1992, Bob founded Teleworld International, Inc. as the Pre-Paid calling card division of National Telcom Management, Inc. and developed and implemented the marketing programs operational systems for Teleworld.

**Don C. Fletcher**

Dr. Fletcher has been involved in development and engineering projects for a multitude of telecommunications and governmental organizations. Dr. Fletcher has held engineering design positions with R & D Associates in Santa Monica, California, RCA Missile Test Project in Androus Island, Bahamas, and Systems Engineering Laboratory in Ft. Lauderdale, Florida. Dr. Fletcher holds a Bachelor of Science degree from the Massachusetts Institute of Technology and a Doctorate of Science from the California Institute of Technology.

**Richard G. Clayton, Director Telecommunications Services**

Mr. Clayton graduated from Rutgers University with a BS in Economics. His experience in telecommunications spans over 25 years beginning with New Jersey Bell. He also worked as an analyst for the state of New Jersey, as Senior Analyst for Singer, as Telcom Manager for Jefferson/Word, as Senior Analyst for CIT, and as Assistant Vice President Network Design and Analysis for Southeast Bank. He has also served on the Adjunct Faculty of the University of Miami's Telecom Institute for the past seven semesters.

**Richard A. Sklar, Prepaid Telecommunications Manager**

Mr. Sklar graduated from the University of South Florida with B.A. in American Studies. He has worked in the telecommunications industry for over six years developing marketing strategies and internal procedures, managing and maintaining customer databases, approving all customer activations. He works closely with our engineering staff in developing our new features, software and databases.

**Wei Lin, Senior Programmer**

Mr. Lin graduated from Jiaotong University in China with a B.S. in Computer Science and from the University of South Florida with a M.S. in Computer Science and Engineering.

He has worked with several software and telephone companies in commercial database applications software and computer telephony applications development and currently is developing new database features for our services.

## 19. Proposed Tariff



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**TELECOMMUNICATIONS TARIFF**

This tariff contains the descriptions, regulations, rates, and charges applicable to the provision of telecommunications service by iTELSA (USA), Inc. ("iTELSA"), with principal offices at 444 Brickell Avenue, Suite 650, Miami, FL 33131. This tariff applies to 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.

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Issued: January 23, 1998

Effective:

Issued By: **Ronald Tolliver, President**  
**444 Brickell Avenue, Suite 650**  
**Miami, FL 33131**

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**CHECK SHEET**

Pages 1 through 68, inclusive of this tariff are effective as of the date shown.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	31	Original	61	Original
2	Original	32	Original	62	Original
3	Original	33	Original	63	Original
4	Original	34	Original	64	Original
5	Original	35	Original	65	Original
6	Original	36	Original	66	Original
7	Original	37	Original	67	Original
8	Original	38	Original	68	Original
9	Original	39	Original		
10	Original	40	Original		
11	Original	41	Original		
12	Original	42	Original		
13	Original	43	Original		
14	Original	44	Original		
15	Original	45	Original		
16	Original	46	Original		
17	Original	47	Original		
18	Original	48	Original		
19	Original	49	Original		
20	Original	50	Original		
21	Original	51	Original		
22	Original	52	Original		
23	Original	53	Original		
24	Original	54	Original		
25	Original	55	Original		
26	Original	56	Original		
27	Original	57	Original		
28	Original	58	Original		
29	Original	59	Original		
30	Original	60	Original		

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Issued: January 23, 1998

Effective:

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444 Brickell Avenue, Suite 650  
Miami, FL 33131

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**TABLE OF CONTENTS**

Check Sheet .....	2
Table of Contents .....	3
Explanation of Symbols .....	4
Tariff Format .....	5
Application of Tariff .....	6
1 DEFINITIONS .....	7
2 RULES AND REGULATIONS .....	12
2.1 Undertaking of the Company .....	12
2.2 Limitations .....	12
2.3 Use .....	13
2.4 Liability of the Company .....	13
2.5 Responsibilities of the Customer .....	15
2.6 Interruption of Service .....	20
2.7 Termination of Service .....	21
2.8 Restoration of Service .....	22
2.9 [Reserved for Future Use] .....	22
2.10 Payment for Service .....	22
2.11 Deposits .....	24
2.12 Advance Payments .....	24
2.13 Taxes .....	24
2.14 Right to Backbill for Improper Use .....	24
2.15 Payphone Compensation Surcharge .....	25
2.16 Returned Check Charge .....	25
2.17 Agents of the Company .....	25
2.18 Cost of Collection and Repair .....	25
2.19 Take or Pay Provision Applicable to Carriers/Resellers (Wholesale Customers) .....	26
2.20 Toll Free Services .....	27
2.21 Employee Concessions .....	27
3 DESCRIPTION OF SERVICES .....	28
3.1 Timing of Calls .....	28
3.2 Minimum Call Completion Rate .....	28
3.3 Calculation of Distance .....	29
3.4 Time of Day Rate Periods .....	30
3.5 Holiday Rates .....	30
3.6 Promotions and Discounts .....	30
3.7 Service Offerings .....	31
4 RATES AND CHARGES .....	37

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 Miami, FL 33131

**EXPLANATION OF SYMBOLS**

The following symbols are reserved 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

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**TARIFF FORMAT**

- A. **Page Numbering:** Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 4 and 5 would be 4.1.
- B. **Page Revision Numbers:** Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file. For example, the 4th revised Page 4 cancels the 3rd revised Page 4. Because of various, suspension periods, deferrals, etc. the FPSC follows in the tariff approval process, the most current page number on file is not always the tariff page in effect. Consult the check sheet for the page 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. **When a tariff filing is made, an updated check sheet accompanies the tariff filing. The check sheet lists the pages 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 page is the most current on file with the FPSC.**

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Issued: January 23, 1998

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**APPLICATION OF TARIFF**

This tariff contains the descriptions, regulations, rates, and charges applicable to the provision of telecommunications service by iTELSA (USA), Inc. ("iTELSA"), within the State of Florida. Service is furnished subject to facility availability, transmission conditions, atmospheric conditions, and other like conditions.

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Issued: January 23, 1998

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**1 DEFINITIONS**

**Access Line:** A local channel for voice, data, or video communications which connects the Customer location to a location of the Company.

**Access Code:** A pre-defined series of numbers used by the Company to permit Presubscribed Customers to route interexchange calls to the Company's network. The Customer is responsible for charges incurred through use of any assigned Access Code.

**Account:** The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one authorization code billed to the same Customer address.

**Authorization Code:** A pre-defined series of numbers which are used by the Company to prevent unauthorized access and to identify the Customer for billing purposes. To be dialed by the Customer or End User upon access to the Company's Switch to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through use of any assigned Authorization Code (see also "Personal Identification Number").

**Authorized User:** A person, firm, or corporation that is authorized to use the Company's services.

**Available Usage Balance:** The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account has an Initial Account Balance which is stated either in U.S. dollars or Call units, depending on the type of service. The Available Usage Balance is depleted as services provided by the Company are utilized by the Customer.

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**1 DEFINITIONS (CONT.)**

**Called Station:** The terminating point of the call (i.e. the called number).

**Calling Party:** Any individual who uses the services provided.

**Calling Station:** The originating point of the call (i.e. the calling number).

**Carrier:** A company that provides communications circuits.

**Company:** iTELSA (USA), Inc.

**Commission:** Florida Public Service Commission.

**Customer:** Any person, firm, partnership, corporation, or other entity that orders service under the provisions and regulations of this tariff. The Customer is responsible for payment of charges and compliance with this tariff.

**Debit Account:** An account which consists of an Authorization Code and a pre-paid usage balance depleted on a real-time basis during each Debit Service Call.

**Debit Card:** A card issued by the Company which provides the Customer with an Authorization Code and instructions for accessing the Company's network (see also "Prepaid Phone Card").

**Debit Service Call:** A service accessed via a "1-800" or other access code dialing sequence whereby the Calling Party dials all of the digits necessary to route a call. Charges for each call are deducted from the Available Usage Balance of the Debit Account.

**Dedicated Line:** A method of reaching the Company's services whereby the Customer is connected directly to the Company's Point of Presence without utilizing services of the local switched network.

**Direct Dialed Call:** A call requiring no operator assistance. A direct dialed call is completed and billed to the telephone number from which the call originated without the assistance of an automated or live operator. This includes calls forwarded by call forwarding equipment.

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Issued: January 23, 1998

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Miami, FL 33131



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**1 DEFINITIONS (CONT.)**

**End User:** Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this tariff. The end user is responsible for payment unless the Customer is responsible for the charges for the service utilized (see also "Authorized User" and "Calling Party").

**Equal Access:** A form of dialed access provided by the local exchange companies whereby interexchange calls dialed by the Calling Party are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an Access Code supplied by the Company.

**FCC:** Federal Communications Commission.

**FPSC:** Florida Public Service Commission

**Initial Account Balance:** The amount of Available Usage Balance on a Debit Account upon issuance and before any depleting call activity.

**Incomplete Call:** A call where the transmission between the calling and the called station is not established (e.g. busy, no answer, etc.).

**iTELSA:** Refers to iTELSA (USA), Inc.

**LATA (Local Access and Transport Area):** A geographic area within which local telephone companies may offer telecommunications services (local or long distance).

**Local Exchange Carrier (LEC):** A telephone company utility that provides local telecommunications services to a specific geographic area for business and residential Customers.

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**1 DEFINITIONS (CONT.)**

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**1 DEFINITIONS (CONT.)**

**Marks:** A collective term to mean such items as trademarks, service marks, trade names and logos, copyrighted words, artwork, designs, pictures or images, or any other device or merchandise to which legal rights or ownership are held or reserved by an entity.

**Non-recurring Charges:** One-time charges that apply for a specific work activity (e.g. installation or change to an existing service).

**On-Line Billing:** Method of billing where the bill is sent by electronic mail.

**Other Common Carrier (OCC):** A common carrier other than the Company.

**Personal Identification Number (PIN):** A numeric code, one or more of which are available to a Customer to allow access to the carrier and which are used by the carrier to prevent unauthorized access and to identify the Customer for billing purposes (see also "Authorization Code").

**Point of Presence (POP):** The physical location where a long distance carrier terminates its long distance circuits.

**Prepaid Phone Card:** A calling card sold with a preset balance debited according to use (see also "Debit Card").

**Presubscribed Customer:** Customer in an equal access area that has selected a long distance carrier that the Customer can access by dialing "1+" the 10 digit long distance number.

**Private Line:** A direct channel specifically dedicated to a Customer's use between specified points.

**Recharge:** A method of replenishing a Debit Account's Available Usage Balance with additional minutes of usage as authorized and paid for by the Customer.

**Reseller:** A long distance company that does not own its own transmission lines.

**Retail Customer:** Customer that acquires service for end-use.

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**1 DEFINITIONS (CONT.)**

**Sponsor:** A corporation or other legal entity that exclusively permits the use of its Marks to the Company for use with the Company's services, and contracts with the Company for the marketing of the services described herein.

**Subscriber:** Customer.

**Switch:** An electronic device that allows circuit sharing, routing, and control.

**Switched Access:** A method for reaching the Company's network through the local switched network whereby the Calling Party uses standard local business or residential lines.

**Terminal Equipment:** Telecommunications devices, apparatus and associated wiring located at the premises of the Customer.

**Travel Card:** A billing mechanism which enables the Customer to access the service of the Company while away from home or office.

**T-1:** A digital transmission link with a capacity of 1.544 Mbps (1,544,000 bits per second). T-1 lines are used for dedicated local access to long distance facilities.

**Uncompleted Call:** A call where the transmission between the calling and the called station is not established (e.g. busy, no answer, etc.).

**Underlying Carrier:** A provider of telecommunications services whose network the Company uses to provide telecommunications services to the Customers.

**Wholesale Customer:** Customer that acquires service for resale to retail Customers or to other wholesale Customers.

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**2 RULES AND REGULATIONS****2.1 Undertaking of the Company**

The Company provides telecommunications services through the resale of services of other authorized carriers to Customers for the transmission of voice, data, and facsimile, and other special service on a switched and dedicated basis. All services are to be provided in accordance with the terms and conditions set forth in this tariff.

The Company installs, operates and maintains the communication services provided hereunder in accordance with the terms and conditions set forth under this tariff. The Company 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 Company's network. The Customer shall be responsible for all charges due for such service arrangements.

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

**2.2 Limitations**

- 2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment, and subject to the terms of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the end-user or Customer uses the service in violation of law or in violation of the terms of this tariff.
- 2.2.3 The Customer may not transfer or assign the use of the service or facilities, except with the express consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

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Miami, FL 33131

**2 RULES AND REGULATIONS (CONT.)**

**2.2 Limitations (Cont.)**

2.2.4 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.2.5 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.

2.2.6 The Company reserves the right to block access to wireless phone and pager numbers that subscribe to a "calling party pays" service.

**2.3 Use**

2.3.1 Customers may only use the services provided under this tariff in a manner consistent with the terms of this tariff and the laws of all governmental authorities having jurisdiction over the service.

2.3.2 Services provided under this tariff shall not be used for unlawful purposes.

**2.4 Liability of the Company**

2.4.1 Except as stated in this section 2.4, the Company shall have no liability for any damages arising out of or related to services, events, acts, rights, or privileges related to this tariff. This tariff does not limit the liability of the Company for gross negligence or willful misconduct.

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**2 RULES AND REGULATIONS (CONT.)****2.4 Liability of the Company (Cont.)**

2.4.2 IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE RESELLER OR ANY OTHER PERSON, FIRM OR ENTITY IN ANY OTHER RESPECT, INCLUDING WITHOUT LIMITATION, FOR ANY DAMAGES, EITHER DIRECT OR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, ACTUAL, PUNITIVE, OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR WHATSOEVER, EVEN IF FORESEEABLE, ARISING OUT OF ANY MISTAKE, ACCIDENT, ERROR, OMISSION, INTERRUPTION, OR DEFECT IN TRANSMISSION, OR DELAY, INCLUDING THOSE WHICH MAY BE CAUSED BY REGULATORY OR JUDICIAL AUTHORITIES, ARISING OUT OF OR RELATING TO THE SERVICES OF OR THE OBLIGATIONS OF THE COMPANY PURSUANT TO THIS TARIFF INCLUDING, WITHOUT LIMITATION, ANY FAILURE TO PROVIDE TIMELY OR ACCURATELY PROVISION OR INSTALL ANY PORTION OF THE SERVICES OR CONDITIONS WHICH MAY RESULT FROM ACTION BY REGULATORY OR JUDICIAL AUTHORITIES. THE COMPANY'S ENTIRE LIABILITY FOR ANY CLAIM OR LOSS, DAMAGE OR EXPENSE FROM ANY CAUSE WHATSOEVER, EXCEPT FOR THE COMPANY'S GROSS NEGLIGENCE, SHALL IN NO EVENT EXCEED THE MONEY ACTUALLY PAID TO THE COMPANY UNDER THIS AGREEMENT BY CUSTOMER FOR THE SPECIFIC SERVICES THAT GIVE RISE TO THE CLAIM. WITHOUT LIMITING THE FOREGOING, THE COMPANY SHALL HAVE NO OBLIGATION TO PROVIDE ALTERNATIVE ROUTING WITH RESPECT TO ANY TRANSMISSION CAPACITY PROVIDED PURSUANT TO THIS TARIFF. NO ACTION OR PROCEEDING AGAINST THE COMPANY MAY BE COMMENCED MORE THAN TWO YEARS AFTER THE SERVICES ARE RENDERED.

THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE THE COMPANY'S OBLIGATION TO GIVE A CREDIT OR REFUND, AT THE COMPANY'S SOLE DISCRETION, BASED ON THE ORIGINAL CHARGES FOR THE SERVICES.

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**2 RULES AND REGULATIONS (CONT.)**

**2.4 Liability of the Company (Cont.)**

- 2.4.3 The Company's liability for damages shall not exceed the amount that the Customer has actually paid the Company for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur.
- 2.4.4 THE COMPANY MAKES NO WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, OR FITNESS FOR ANY PURPOSE IN CONNECTION WITH ITS NETWORK OR OF THE SERVICE OR LOCAL ACCESS OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY THE COMPANY ARE HEREBY EXCLUDED AND DISCLAIMED.
- 2.4.5 In no event will the Company be responsible for any indirect, consequential, incidental, or special damages.
- 2.4.6 The Company is not liable for any act or omission of any other company furnishing any part of the service. No agents or employees of other carriers or companies shall be deemed to be agents or employees of the Company.

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**2 RULES AND REGULATIONS (CONT.)****2.4 Liability of the Company (Cont.)**

- 2.4.7 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special, or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, tradename 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 or property or entity arising out of the material, data, information or content revealed to, transmitted, or used by the Company under this tariff; or for any act of omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.8 The Company shall not be liable for any failure of performance due to causes beyond its control, including but not limited to: fire, floods, and other catastrophes; acts of God; atmospheric conditions and other natural phenomena; acts of government; court orders; national emergencies; war; civil disturbances; labor problems; third party acts and omissions (including failure of performance for reasons beyond the control of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors); and other causes beyond its reasonable control, including failures and fluctuations in any equipment.
- 2.4.9 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Debit Cards, Authorization Codes or Access Codes issued for use with the Company's services. Nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Debit Card provided to a Customer.
- 2.4.10 The Company shall not be liable for any claim, loss or refund on any unused portion of the usage balance remaining in a Debit Account provided to a Customer before or after the expiration date assigned to each Debit Account.

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**2 RULES AND REGULATIONS (CONT.)****2.5 Responsibilities of the Customer**

- 2.5.1 The Customer is responsible for taking all necessary actions for interconnecting any Customer-provided equipment or systems with the Company's facilities or services. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- 2.5.2 The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at Customer's premises, including, but not limited to, personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the FCC.
- 2.5.3 The Customer shall ensure that any Customer-provided equipment and/or system properly interfaces with the Company's facilities or services; that the signals emitted into the network are of the proper mode, bandwidth, power and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the FCC or other appropriate certifying body certifies equipment as being acceptable for direct connection with telecommunications service, the Company may allow connection of such equipment to its services without the use of protective interface devices.

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**2 RULES AND REGULATIONS (CONT.)****2.5 Responsibilities of the Customer**

- 2.5.4 If the Customer fails to maintain the equipment and/or system properly, resulting in potential harm to the Company's equipment, personnel, or quality of service to other Customers, the Company may take any immediate action necessary to protect its facilities, personnel, and quality of service. The Company will promptly notify the Customer of the need for protective action (this may include requiring the use of protective equipment at the Customer's expense). If this fails to produce satisfactory quality and safety, the Company may, upon written notice, take any additional action necessary to protect its facilities and personnel, including termination of the Customer's service.
- 2.5.5 The Customer shall be responsible for securing its telephone equipment against fraudulent use of the Company's service. The Customer shall be responsible for payment of all applicable charges for services provided by the Company and billed to the Customer's accounts, even if those calls originated by fraudulent means from the Customer's premises or remote locations. In addition, the Customer shall be responsible for all calls charged by fraudulent means to the Customer's account.
- 2.5.6 The Customer shall indemnify and hold the Company harmless against claims of libel, slander, and infringement of copyrights, trademarks, trade names, and service marks, arising from any transmission over the facility; against all claims for infringement of patents arising from the combination or use of the Company's service with the Customer's equipment or system; and against all other claims arising out of any act or omission of the Customer in connection with the Company's service.

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**2 RULES AND REGULATIONS (CONT.)****2.5 Responsibilities of the Customer (Cont.)****2.5.7 The Customer shall be liable for:**

- A. Loss of Company equipment or facilities at the Customer's premises due to theft, fire, flood, or any other casualty or criminal act.
- B. Reimbursing the Company for damages to facilities and equipment caused by the negligent or willful acts of the Customer or its authorized users, employees, agents, or contractors.
- C. Charges incurred with other companies for service at the Customer's premises or on the Customer's equipment.
- D. Payment of Company charges for calls or service originated at the Customer's number; accepted at the Customer's number (i.e., collect calls); or placed through the Customer's calling card or authorization/PIN number.

2.5.8 The Customer shall provide access to its premises for any installation, repair, maintenance, inspection, testing, or removal of equipment associated with the Company's service.

2.5.9 The Customer shall ensure that authorized users comply with the provisions of this tariff.

2.5.10 Services furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provide under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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**2 RULES AND REGULATIONS (CONT.)****2.6 Interruption of Service**

- 2.6.1 Upon Customer request, the Company may, at its discretion, credit a Customer's account for service interruptions which are not due to the Company's testing or adjusting, Customer's negligence or willful acts, or to the failure of Customer provided facilities or equipment. Before requesting a credit, the Customer will take reasonable steps to verify that the trouble could not have been prevented by the Customer and is not in the Customer's wiring or equipment. Credit for interruptions will not exceed the rate of 1/720th of the monthly charge for the facility affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula:

$$\text{Credit} = A/720 \times B$$

"A" = outage time in hours

"B" = total monthly charge for affected facility

- 2.6.2 Without incurring liability, the Company may interrupt service at any time for inspection, testing, maintenance, or repair. When possible, the Company will notify Customers of the cause and expected duration of the interruption at least 24 hours in advance. Upon reasonable notice, access to the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. The Company will not grant any allowances for interruptions for inspection, testing, maintenance, or repair.
- 2.6.3 The Company may discontinue service, or any part thereof, without notice to the Customer, by blocking traffic to and from certain countries, cities, NXX's, or by blocking calls that use certain authorization codes or calling card accounts when the Company deems it necessary to prevent fraud or other unlawful use of its services. The Company may restore service as soon as it can be provided without undue risk.

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**2 RULES AND REGULATIONS (CONT.)****2.7 Termination of Service**

Without incurring any liability, monetary or otherwise, the Company may terminate or withhold service for any of the following reasons:

- A. Failure to timely pay any charges applicable under this tariff.
- B. Violation of any provision of this tariff.
- C. Violation of any law, rule, regulation, or policy of a government authority having jurisdiction over the service.
- D. An order or decision of a court, public utility commission, federal regulatory body, or other government authority prohibiting the Company from providing service.
- E. Improper use of the Company's services, or use that unreasonably interferes with Company's equipment or service to other Customers.
- F. Dangerous conditions which may cause imminent harm to persons or substantial damage to property.
- G. Illegal use, unauthorized use, or theft of service.
- H. For neglect or refusal to provide reasonable access to Company or its agents for the purpose of inspection and maintenance of equipment owned by Company or its agents.
- I. When the Available Account Balance is depleted to a level insufficient to place a one minute call to the destination of least cost.
- J. When the established expiration date of the Debit Account is reached.

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**2 RULES AND REGULATIONS (CONT.)****2.8 Restoration of Service**

A reactivation charge may apply if the Company restores service for a Customer deactivated under section 2.7.

**2.9 [Reserved for Future Use]****2.10 Payment for Service**

2.10.1 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 any cost(s) incurred as a result of any delegation of authority resulting in the use of Customer's communications equipment and/or network services which result in the placement of any calls via the company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as the result of the use of the service arrangement, including calls which the Customer did not individually authorize.

2.10.2 All charges due from the Customer are payable to any agency duly authorized to receive such payments. The agency may be a LEC, credit card company, or other billing or collection service. Terms of payment shall be subject to the rules and regulations of any regulatory agencies having jurisdiction. When the LEC serves as the billing agent for the Company or buys the Company's accounts receivables, the terms and conditions for billing, payment, and collection, including without limitation, any late payment charges, specified in the LEC's local exchange service tariff shall apply to charges of the Company.

2.10.3 If notice of a disputed charge is not received within thirty (30) days after an invoice is issued, the invoice shall be considered correct and binding on the Customer. The Customer may not withhold undisputed amounts.

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**2 RULES AND REGULATIONS (CONT.)****2.10 Payment for Service (Cont.)**

- 2.10.4 An account becomes past due if the Customer fails to pay within 10 days after the invoice date, unless the Customer and Company agree otherwise.
- 2.10.5 Bills are due and payable upon receipt. Interest at the lesser of (1) one and one-half percent (1.5%) per month (unless the Customer and Company agree otherwise), or (2) the highest rate allowed by law per month shall accrue on any unpaid amount starting 30 days after the invoice date.
- 2.10.6 A past due account may subject the Customer's service to deactivation.
- 2.10.7 Failure to receive a bill will not exempt a Customer from prompt payment of any sums due.
- 2.10.8 Renewal of Customer Available Usage Balances made by charges to commercial credit cards are subject to the terms and conditions of the issuing commercial credit card company and those of Company's credit card processing agent.
- 2.10.9 Charges for installation, 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 use as defined in this tariff.
- 2.10.10 Service is installed upon mutual agreement between the Customer and the Company.

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**2 RULES AND REGULATIONS (CONT.)****2.11 Deposits**

The Company does not require deposits from retail Customers. The Company may require deposits from wholesale Customers as specified in Section 2.16.

**2.12 Advance Payments**

The Company's prepaid phone cards and recharges of such cards require advance purchase by the retail Customer before use.

**2.13 Taxes**

The Customer is responsible for payment of all applicable federal, state, and local taxes, charges, and assessments. All taxes (e.g., gross receipts tax, sales tax, excise tax, municipal utilities tax, etc.) are listed as separate line items and are not included in the quoted rates. For pre-paid services, taxes and fees are included in the rates and charges stated in the Company's rate schedule for this service, unless otherwise specified. The Company may allocate the taxes, charges, and assessments on a prorated basis among Customers within a taxing jurisdiction.

**2.14 Right to Backbill for Improper Use**

Any person or entity which uses or appropriates the Company's services, whether directly or indirectly, in any unlawful manner or by providing misleading or false information to the Company shall be liable for an amount equal to the charges that would have applied to a Customer's actual use of services.

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**2 RULES AND REGULATIONS (CONT.)****2.15 Payphone Compensation Surcharge**

The Company reserves the right to assess a per call surcharge for compensation of payphone service providers. The surcharge amount may vary according to the requirements of the regulatory authorities having jurisdiction.

**2.16 Returned Check Charge**

A returned check charge of \$20.00 or 5% of balance due, whichever is greater, will be assessed for checks returned for insufficient funds, closed account, apparent tampering, missing signature or endorsement, stop payment, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank.

**2.17 Agents of the Company**

Agents of the Company must meet the Company's standards to ensure quality of service and marketing representation. Agents may be required to meet training specifications or other standards imposed by the Company.

**2.18 Cost of Collection and Repair**

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

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**2 RULES AND REGULATIONS (CONT.)****2.19 Take or Pay Provision Applicable to Carriers/Resellers (Wholesale Customers)**

The Company may require wholesale Customer to purchase services with a specific minimum amount per month (commitment). wholesale Customer may have a specified period (ramp-up period) beginning as of the date of the agreement to purchase such services. During the ramp-up period, wholesale Customer shall use its best efforts to utilize the specified minimum amount of minutes per month; however, wholesale Customer will only receive an invoice for actual usage charges, based upon the prices set forth in this tariff, unless the Company and wholesale Customer agree otherwise. Commencing on the first day after the ramp-up period, wholesale Customer shall have a "take or pay" commitment in the specified minimum amount per month. The wholesale Customer shall pay the greater of the actual usage charges or the minimum "take or pay" commitment. As used herein, a "take or pay" commitment means that wholesale Customer has the obligation to pay for services (at the same time as payment is, or would be due for services for such month) in such amount for each month during periods, whether or not such services are actually used, excluding, without limitation, service charges, interest, installation costs, and on-recurring charges. Subject to the terms and conditions herein, wholesale Customer shall pay for services at the prices reflected in this tariff.

The Company may require a deposit, which the Company will hold as security. In the event wholesale Customer fails to pay each invoice within the terms specified in this tariff or as otherwise agreed by the Company and Customer, the Company at its sole discretion, may increase the amount of the deposit. In addition to all other rights provided hereunder or by applicable law, the Company shall have the right to draw upon the deposit for any and all past-due sums owed by wholesale Customer hereunder.

If wholesale Customer cancels the agreement before its termination date, then wholesale Customer must pay the Company, at the time wholesale Customer cancels the agreement, the commitment for the months remaining in the agreement.

The Company reserves the right to increase prices 25% if wholesale Customer fails to achieve commitment and does not pay the shortfall amount, effective the month next following the month in which wholesale Customer fails to achieve commitment, and to continue such increased prices until wholesale Customer fulfills its commitment or pays the shortfall amount as required. Such increase in prices does not relieve wholesale Customer for payment liability of any charges due including late fees.

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**2 RULES AND REGULATIONS (CONT.)**

**2.20 Toll Free Services**

2.20.1 The Company will make every effort to reserve 800/888 toll free vanity numbers for Customers, but makes no guaranty or warranty that the requested number(s) will be available.

2.20.2 800/888 numbers shared by more than one Customer, whereby individual Customers are identified by a unique Authorization Code, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Resp. Org. or 800/838 service provider for 800/888 numbers dedicated to the sole use of that single Customer.

2.20.3 If a Customer who has received a toll free number does not subscribe to 800/888 service within ninety (90) days, the Company reserves the right to make the assigned number available for use by another Customer.

**2.21 Employee Concessions**

The Company currently does not offer any employee concessions.

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**3 DESCRIPTION OF SERVICES**

The Company offers direct dialed (1+) service, inbound 800/888 number service, travel card service, prepaid card service and directory assistance service for communications originating and terminating within the state under the terms of this tariff. Intrastate telecommunications service is available 24 hours per day, seven (7) days per week.

Customers reselling or rebilling telecommunications services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

**3.1 Timing of Calls**

Billing of retail Customers for calls placed through the Company's service is based in part on the duration of the call as follows, unless specified otherwise in this tariff:

- A. Call timing begins when the called party answers the call (i.e., when two way communications are established). Answer detection is based on standard industry detection methods, including hardware and software detection.
- B. Chargeable time for a call ends when either party disconnects from the call.
- C. Minimum call duration may vary by service and is specified in Section 3 of this tariff.
- D. Billing increments may vary by service and is specified in Section 3 of this tariff.
- E. The Company will not charge retail Customers/end-users for unanswered (uncompleted) calls.

**3.2 Minimum Call Completion Rate**

The Customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 98% during peak use periods for all Feature Group D services and not less than 95% during peak use periods for all prepaid phone card services.

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**3 DESCRIPTION OF SERVICES (CONT.)****3.3 Calculation of Distance ("V & H")**

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

The service 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 and that of the destination point is calculated by using the industry standard vertical ("V") and horizontal coordinates ("H") coordinates.

**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 coordinate of each wire center. 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 the H difference obtained in Step 3.

**Step 5:** Divide the sum of the squares obtained in Step 4 by 10. Round to the next higher whole number if a fraction remains 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 a fraction remains.

Formula:

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

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**3 DESCRIPTION OF SERVICES (CONT.)****3.4 Time of Day Rate Periods**

The following rate periods apply to all service offerings, unless otherwise specified. The rate periods (Day, Evening, Night/Weekend) are indicated below in Eastern Standard Time:

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
8:00 am to 5:00 pm*	Day Rate Period						
5:00 pm to 11:00 pm*	Evening Rate Period						Eve
11:00 pm to 8:00 am*	Night/Weekend Rate Period						

\* Up to, but not including

**3.5 Holiday Rates**

The Company may designate certain holidays on which rates may be lower. The Company currently does not designate any holidays.

**3.6 Promotions and Discounts**

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 of a processing fee or installation fee for winners 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 and under no circumstances run for longer than 90 days in any 12 month period.

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**3 DESCRIPTION OF SERVICES (CONT.)****3.7 Service Offerings****3.7.1 Switched Outbound Direct Dial Service**

This service provides Customers with direct dial (1+) long distance calling. Calls originate via switched access facilities. Calls are billed in: 1 minute increments with a 1 minute minimum, 30 second increments with a 30 second minimum, 6 second increments with an 18 second minimum, or 6 second increments with a 6 second minimum.

**3.7.2 Dedicated Outbound Service**

This service provides Customers with direct dial (1+) long distance calling. Calls originate via dedicated access facilities. Calls are billed in: 1 minute increments with a 1 minute minimum, 30 second increments with a 30 second minimum, 6 second increments with an 18 second minimum, or 6 second increments with a 6 second minimum. All charges associated with the dedicated access facilities are the responsibility of the Customer.

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**3 DESCRIPTION OF SERVICES (CONT.)****3.7 Service Offerings (Cont.)****3.7.3 Switched Inbound Service**

Switched Inbound Service is available to business and residential subscribers for incoming calls. Calls originate from any interstate or intrastate location over a toll-free number (e.g. "800/888") and terminate to a Customer-provided business or residential switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in: 1 minute increments with a 1 minute minimum, 30 second increments with a 30 second minimum, 6 second increments with an 18 second minimum, or 6 second increments with a 6 second minimum.

**3.7.4 Dedicated Inbound Service**

Dedicated Inbound Service is available to subscribers for incoming calls. Calls originate from any interstate or intrastate location over a toll-free number (e.g. "800/888") and terminate to a Customer-provided dedicated access line. Call charges are billed to the Customer rather than to the originating caller. Calls are billed in: 1 minute increments with a 1 minute minimum, 30 second increments with a 30 second minimum, 6 second increments with an 18 second minimum, or 6 second increments with a 6 second minimum. All charges associated with the dedicated access facilities are the responsibility of the Customer.

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**3 DESCRIPTION OF SERVICES (CONT.)****3.7 Service Offerings (Cont.)****3.7.5 Prepaid Phone Card Services**

The iTELSA Prepaid Phone Card services allows Customers to pay a fixed dollar amount in advance for long distance calling over iTELSA's network. Customers use an "800/888" number for access from touch tone phones. Customers can place domestic and international long distance calls using the service. Cards are decremented for each minute of use as set forth in the rate tables. As calls are placed, charges for the calls are deducted on a real-time basis until the full amount of the card is exhausted. Customers will be notified in advance of the exhaustion of the card. An expiration date, if applicable, is printed on the card. The rates paid by the Customer until the card is exhausted are the rates in effect at the time the card is purchased.

The following types of calls may not be completed using the Prepaid Phone Card:

- \* Calls to 700, 800, 888, and 900 numbers
- \* Operator assisted Calls
- \* Calls requiring time & charges

**3.7.5.1 Promotional Phone Card Program**

The Promotional Phone Card Program furnishes prepaid phone cards. The minimum order can be as low as 25 cards. Calls are billed in one minute increments with a one minute minimum. Promotional Phone Cards may have one of the following expiration dates: 6 months after first use, 6 months after activation, 12 months after first use, 12 months after activation, 18 months after first use, 18 months after activation, or a specific date printed on the card.

**3.7.5.2 Promotional Phone Card Program Recharge**

Promotional Phone Card Program Recharge allows the retail Customer to recharge the card by purchasing additional time.

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Effective:

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**3 DESCRIPTION OF SERVICES (CONT.)****3.7 Service Offerings (Cont.)****3.7.5 Prepaid Phone Card Services (Cont.)****3.7.5.3 Activation Program**

The Activation Program provides prepaid phone cards. Calls are billed in 1 minute increments with a 1 minute minimum. Activation Program cards may have one of the following expiration dates: 6 months after first use, 6 months after activation, 12 months after first use, 12 months after activation, 18 months after first use, 18 months after activation, or a specific date printed on the card.

**3.7.5.4 Activation Program Recharge**

Activation Program Recharge allows the retail Customer to recharge the card by purchasing additional time.

**3.7.5.5 Bundled Usage Program**

The Bundled Usage Program provides wholesale services for prepaid phone cards. Only terminated calls are billed. Calls are billed in 6 second increments with an 18 second minimum or 1 minute increments with a 1 minute minimum. Bundled Usage cards may have one of the following expiration dates: 6 months after first use, 6 months after activation, 12 months after first use, 12 months after activation, 18 months after first use, 18 months after activation, or a specific date printed on the card.

**3.7.5.6 Bundled Usage Program Recharge**

Bundled Usage Program Recharge allows the retail Customer to recharge the card by purchasing additional time.

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**3 DESCRIPTION OF SERVICES (CONT.)****3.7 Service Offerings (Cont.)****3.7.5.7 Unbundled Usage Program**

Unbundled usage program provides wholesale services for Customers. The inbound and outbound legs of calls are rated separately. The inbound leg of a call is billed in 6 second increments with an 18 second minimum or 1 minute increments with a 1 minute minimum. The outbound leg of a call is billed in 6 second increments with a 6 second minimum. The wholesale Customer will be charged for all calls whether terminated or not.

**3.7.5.8 Unbundled Usage Program Recharge**

Unbundled Usage Program Recharge allows the retail Customer to recharge the card by purchasing additional time.

**3.7.5.9 Carrier Program**

This program provides wholesale services for Customers that have their own T-1s installed at the Company's facilities. The inbound and outbound legs of calls are rated separately. The inbound leg of a call is billed in 6 second increments with a 6 second minimum. The outbound leg of a call is billed in 6 second increments with a 6 second minimum. The wholesale Customer will be charged for all inbound calls whether terminated or not. The wholesale Customer is responsible for installation and payment of any T-1s. This program requires a 2 year minimum commitment, unless otherwise agreed by the Company and wholesale Customer.

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Issued: January 23, 1998

Effective:

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**3 DESCRIPTION OF SERVICES (CONT.)****3.7 Service Offerings (Cont.)****3.7.6 Travel Card Service**

Travel Card Service allows the Customer to place calls within the state while away from the home or office. The Customer must dial a toll-free "800/888" number and an Authorization Code before completing the call. Calls are billed in: 1 minute increments with a 1 minute minimum, 30 second increments with a 30 second minimum, 6 second increments with an 18 second minimum, or 6 second increments with a 6 second minimum.

**3.7.7 Directory Assistance Service**

Directory Assistance allows the customer to find long distance telephone numbers. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to the Directory Assistance Bureau. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number(s).

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Issued: January 23, 1998

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**4 RATES AND CHARGES**

This section sets forth the rates and charges applicable to the Company's services. The rates and charges apply to intrastate services and facilities. All rates and charges are expressed in U.S. dollars. All rates are per minute. Calls which overlap rate periods will be charged according to the rates applicable to the time recorded in each period.

**4.1 Switched Outbound Direct Dial Service**

Day									
#	Rate	#	Rate	#	Rate	#	Rate	#	Rate
1	0.085	26	0.110	51	0.135	76	0.160	101	0.185
2	0.086	27	0.111	52	0.136	77	0.161	102	0.186
3	0.087	28	0.112	53	0.137	78	0.162	103	0.187
4	0.088	29	0.113	54	0.138	79	0.163	104	0.188
5	0.089	30	0.114	55	0.139	80	0.164	105	0.189
6	0.090	31	0.115	56	0.140	81	0.165	106	0.190
7	0.091	32	0.116	57	0.141	82	0.166	107	0.191
8	0.092	33	0.117	58	0.142	83	0.167	108	0.192
9	0.093	34	0.118	59	0.143	84	0.168	109	0.193
10	0.094	35	0.119	60	0.144	85	0.169	110	0.194
11	0.095	36	0.120	61	0.145	86	0.170	111	0.195
12	0.096	37	0.121	62	0.146	87	0.171	112	0.196
13	0.097	38	0.122	63	0.147	88	0.172	113	0.197
14	0.098	39	0.123	64	0.148	89	0.173	114	0.198
15	0.099	40	0.124	65	0.149	90	0.174	115	0.199
16	0.100	41	0.125	66	0.150	91	0.175	116	0.200
17	0.101	42	0.126	67	0.151	92	0.176		
18	0.102	43	0.127	68	0.152	93	0.177		
19	0.103	44	0.128	69	0.153	94	0.178		
20	0.104	45	0.129	70	0.154	95	0.179		
21	0.105	46	0.130	71	0.155	96	0.180		
22	0.106	47	0.131	72	0.156	97	0.181		
23	0.107	48	0.132	73	0.157	98	0.182		
24	0.108	49	0.133	74	0.158	99	0.183		
25	0.109	50	0.134	75	0.159	100	0.184		

Set-Up Fee: up to \$50.00 per Customer

Monthly Recurring Charge: up to \$10.00 per Customer

Issued: January 23, 1998

Effective:

Issued By: Ronald Tolliver, President  
444 Brickell Avenue, Suite 650  
Miami, FL 33131

**4 RATES AND CHARGES (CONT.)****4.1 Switched Outbound Direct Dial Service (Cont.)**

Evening									
#	Rate	#	Rate	#	Rate	#	Rate	#	Rate
1	0.085	26	0.110	51	0.135	76	0.160	101	0.185
2	0.086	27	0.111	52	0.136	77	0.161	102	0.186
3	0.087	28	0.112	53	0.137	78	0.162	103	0.187
4	0.088	29	0.113	54	0.138	79	0.163	104	0.188
5	0.089	30	0.114	55	0.139	80	0.164	105	0.189
6	0.090	31	0.115	56	0.140	81	0.165	106	0.190
7	0.091	32	0.116	57	0.141	82	0.166	107	0.191
8	0.092	33	0.117	58	0.142	83	0.167	108	0.192
9	0.093	34	0.118	59	0.143	84	0.168	109	0.193
10	0.094	35	0.119	60	0.144	85	0.169	110	0.194
11	0.095	36	0.120	61	0.145	86	0.170	111	0.195
12	0.096	37	0.121	62	0.146	87	0.171	112	0.196
13	0.097	38	0.122	63	0.147	88	0.172	113	0.197
14	0.098	39	0.123	64	0.148	89	0.173	114	0.198
15	0.099	40	0.124	65	0.149	90	0.174	115	0.199
16	0.100	41	0.125	66	0.150	91	0.175	116	0.200
17	0.101	42	0.126	67	0.151	92	0.176		
18	0.102	43	0.127	68	0.152	93	0.177		
19	0.103	44	0.128	69	0.153	94	0.178		
20	0.104	45	0.129	70	0.154	95	0.179		
21	0.105	46	0.130	71	0.155	96	0.180		
22	0.106	47	0.131	72	0.156	97	0.181		
23	0.107	48	0.132	73	0.157	98	0.182		
24	0.108	49	0.133	74	0.158	99	0.183		
25	0.109	50	0.134	75	0.159	100	0.184		

Set-Up Fee: up to \$50.00 per Customer

Monthly Recurring Charge: up to \$10.00 per Customer

Issued: January 23, 1998

Effective:

Issued By: Ronald Tolliver, President  
444 Brickell Avenue, Suite 650  
Miami, FL 33131

**4 RATES AND CHARGES (CONT.)****4.1 Switched Outbound Direct Dial Service (Cont.)**

Night/Weekend/Holiday									
#	Rate	#	Rate	#	Rate	#	Rate	#	Rate
1	0.085	26	0.110	51	0.135	76	0.160	101	0.185
2	0.086	27	0.111	52	0.136	77	0.161	102	0.186
3	0.087	28	0.112	53	0.137	78	0.162	103	0.187
4	0.088	29	0.113	54	0.138	79	0.163	104	0.188
5	0.089	30	0.114	55	0.139	80	0.164	105	0.189
6	0.090	31	0.115	56	0.140	81	0.165	106	0.190
7	0.091	32	0.116	57	0.141	82	0.166	107	0.191
8	0.092	33	0.117	58	0.142	83	0.167	108	0.192
9	0.093	34	0.118	59	0.143	84	0.168	109	0.193
10	0.094	35	0.119	60	0.144	85	0.169	110	0.194
11	0.095	36	0.120	61	0.145	86	0.170	111	0.195
12	0.096	37	0.121	62	0.146	87	0.171	112	0.196
13	0.097	38	0.122	63	0.147	88	0.172	113	0.197
14	0.098	39	0.123	64	0.148	89	0.173	114	0.198
15	0.099	40	0.124	65	0.149	90	0.174	115	0.199
16	0.100	41	0.125	66	0.150	91	0.175	116	0.200
17	0.101	42	0.126	67	0.151	92	0.176		
18	0.102	43	0.127	68	0.152	93	0.177		
19	0.103	44	0.128	69	0.153	94	0.178		
20	0.104	45	0.129	70	0.154	95	0.179		
21	0.105	46	0.130	71	0.155	96	0.180		
22	0.106	47	0.131	72	0.156	97	0.181		
23	0.107	48	0.132	73	0.157	98	0.182		
24	0.108	49	0.133	74	0.158	99	0.183		
25	0.109	50	0.134	75	0.159	100	0.184		

Set-Up Fee: up to \$50.00 per Customer

Monthly Recurring Charge: up to \$10.00 per Customer

Issued: January 23, 1998

Effective:

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444 Brickell Avenue, Suite 650  
Miami, FL 33131



**4 RATES AND CHARGES (CONT.)****4.2 Dedicated Outbound Service**

Day									
#	Rate	#	Rate	#	Rate	#	Rate	#	Rate
1	0.045	26	0.070	51	0.095	76	0.120	101	0.145
2	0.046	27	0.071	52	0.096	77	0.121	102	0.146
3	0.047	28	0.072	53	0.097	78	0.122	103	0.147
4	0.048	29	0.073	54	0.098	79	0.123	104	0.148
5	0.049	30	0.074	55	0.099	80	0.124	105	0.149
6	0.050	31	0.075	56	0.100	81	0.125	106	0.150
7	0.051	32	0.076	57	0.101	82	0.126		
8	0.052	33	0.077	58	0.102	83	0.127		
9	0.053	34	0.078	59	0.103	84	0.128		
10	0.054	35	0.079	60	0.104	85	0.129		
11	0.055	36	0.080	61	0.105	86	0.130		
12	0.056	37	0.081	62	0.106	87	0.131		
13	0.057	38	0.082	63	0.107	88	0.132		
14	0.058	39	0.083	64	0.108	89	0.133		
15	0.059	40	0.084	65	0.109	90	0.134		
16	0.060	41	0.085	66	0.110	91	0.135		
17	0.061	42	0.086	67	0.111	92	0.136		
18	0.062	43	0.087	68	0.112	93	0.137		
19	0.063	44	0.088	69	0.113	94	0.138		
20	0.064	45	0.089	70	0.114	95	0.139		
21	0.065	46	0.090	71	0.115	96	0.140		
22	0.066	47	0.091	72	0.116	97	0.141		
23	0.067	48	0.092	73	0.117	98	0.142		
24	0.068	49	0.093	74	0.118	99	0.143		
25	0.069	50	0.094	75	0.119	100	0.144		

Set-Up Fee: up to \$50.00 per Customer

Monthly Recurring Charge: up to \$10.00 per Customer

Issued: January 23, 1998

Effective:

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444 Brickell Avenue, Suite 650  
Miami, FL 33131

**4 RATES AND CHARGES (CONT.)****4.2 Dedicated Outbound Service (Cont.)**

Evening									
#	Rate	#	Rate	#	Rate	#	Rate	#	Rate
1	0.045	26	0.070	51	0.095	76	0.120	101	0.145
2	0.046	27	0.071	52	0.096	77	0.121	102	0.146
3	0.047	28	0.072	53	0.097	78	0.122	103	0.147
4	0.048	29	0.073	54	0.098	79	0.123	104	0.148
5	0.049	30	0.074	55	0.099	80	0.124	105	0.149
6	0.050	31	0.075	56	0.100	81	0.125	106	0.150
7	0.051	32	0.076	57	0.101	82	0.126		
8	0.052	33	0.077	58	0.102	83	0.127		
9	0.053	34	0.078	59	0.103	84	0.128		
10	0.054	35	0.079	60	0.104	85	0.129		
11	0.055	36	0.080	61	0.105	86	0.130		
12	0.056	37	0.081	62	0.106	87	0.131		
13	0.057	38	0.082	63	0.107	88	0.132		
14	0.058	39	0.083	64	0.108	89	0.133		
15	0.059	40	0.084	65	0.109	90	0.134		
16	0.060	41	0.085	66	0.110	91	0.135		
17	0.061	42	0.086	67	0.111	92	0.136		
18	0.062	43	0.087	68	0.112	93	0.137		
19	0.063	44	0.088	69	0.113	94	0.138		
20	0.064	45	0.089	70	0.114	95	0.139		
21	0.065	46	0.090	71	0.115	96	0.140		
22	0.066	47	0.091	72	0.116	97	0.141		
23	0.067	48	0.092	73	0.117	98	0.142		
24	0.068	49	0.093	74	0.118	99	0.143		
25	0.069	50	0.094	75	0.119	100	0.144		

Set-Up Fee: up to \$50.00 per Customer

Monthly Recurring Charge: up to \$10.00 per Customer

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Miami, FL 33131

**4 RATES AND CHARGES (CONT.)****4.2 Dedicated Outbound Service (Cont.)**

Night/Weekend/Holiday									
#	Rate	#	Rate	#	Rate	#	Rate	#	Rate
1	0.045	26	0.070	51	0.095	76	0.120	101	0.145
2	0.046	27	0.071	52	0.096	77	0.121	102	0.146
3	0.047	28	0.072	53	0.097	78	0.122	103	0.147
4	0.048	29	0.073	54	0.098	79	0.123	104	0.148
5	0.049	30	0.074	55	0.099	80	0.124	105	0.149
6	0.050	31	0.075	56	0.100	81	0.125	106	0.150
7	0.051	32	0.076	57	0.101	82	0.126		
8	0.052	33	0.077	58	0.102	83	0.127		
9	0.053	34	0.078	59	0.103	84	0.128		
10	0.054	35	0.079	60	0.104	85	0.129		
11	0.055	36	0.080	61	0.105	86	0.130		
12	0.056	37	0.081	62	0.106	87	0.131		
13	0.057	38	0.082	63	0.107	88	0.132		
14	0.058	39	0.083	64	0.108	89	0.133		
15	0.059	40	0.084	65	0.109	90	0.134		
16	0.060	41	0.085	66	0.110	91	0.135		
17	0.061	42	0.086	67	0.111	92	0.136		
18	0.062	43	0.087	68	0.112	93	0.137		
19	0.063	44	0.088	69	0.113	94	0.138		
20	0.064	45	0.089	70	0.114	95	0.139		
21	0.065	46	0.090	71	0.115	96	0.140		
22	0.066	47	0.091	72	0.116	97	0.141		
23	0.067	48	0.092	73	0.117	98	0.142		
24	0.068	49	0.093	74	0.118	99	0.143		
25	0.069	50	0.094	75	0.119	100	0.144		

Set-Up Fee: up to \$50.00 per Customer

Monthly Recurring Charge: up to \$10.00 per Customer

Issued: January 23, 1998

Effective:

Issued By: Ronald Tolliver, President  
444 Brickell Avenue, Suite 650  
Miami, FL 33131

**4 RATES AND CHARGES (CONT.)****4.3 Switched Inbound Service**

		Day							
#	Rate	#	Rate	#	Rate	#	Rate	#	Rate
1	0.085	26	0.110	51	0.135	76	0.160	101	0.185
2	0.086	27	0.111	52	0.136	77	0.161	102	0.186
3	0.087	28	0.112	53	0.137	78	0.162	103	0.187
4	0.088	29	0.113	54	0.138	79	0.163	104	0.188
5	0.089	30	0.114	55	0.139	80	0.164	105	0.189
6	0.090	31	0.115	56	0.140	81	0.165	106	0.190
7	0.091	32	0.116	57	0.141	82	0.166	107	0.191
8	0.092	33	0.117	58	0.142	83	0.167	108	0.192
9	0.093	34	0.118	59	0.143	84	0.168	109	0.193
10	0.094	35	0.119	60	0.144	85	0.169	110	0.194
11	0.095	36	0.120	61	0.145	86	0.170	111	0.195
12	0.096	37	0.121	62	0.146	87	0.171	112	0.196
13	0.097	38	0.122	63	0.147	88	0.172	113	0.197
14	0.098	39	0.123	64	0.148	89	0.173	114	0.198
15	0.099	40	0.124	65	0.149	90	0.174	115	0.199
16	0.100	41	0.125	66	0.150	91	0.175	116	0.200
17	0.101	42	0.126	67	0.151	92	0.176		
18	0.102	43	0.127	68	0.152	93	0.177		
19	0.103	44	0.128	69	0.153	94	0.178		
20	0.104	45	0.129	70	0.154	95	0.179		
21	0.105	46	0.130	71	0.155	96	0.180		
22	0.106	47	0.131	72	0.156	97	0.181		
23	0.107	48	0.132	73	0.157	98	0.182		
24	0.108	49	0.133	74	0.158	99	0.183		
25	0.109	50	0.134	75	0.159	100	0.184		

Set-Up Fee: up to \$50.00 per Customer

Monthly Recurring Charge: up to \$10.00 per Customer

Issued: January 23, 1998

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444 Brickell Avenue, Suite 650  
Miami, FL 33131

**4 RATES AND CHARGES (CONT.)****4.3 Switched Inbound Service (Cont.)**

Evening									
#	Rate	#	Rate	#	Rate	#	Rate	#	Rate
1	0.085	26	0.110	51	0.135	76	0.160	101	0.185
2	0.086	27	0.111	52	0.136	77	0.161	102	0.186
3	0.087	28	0.112	53	0.137	78	0.162	103	0.187
4	0.088	29	0.113	54	0.138	79	0.163	104	0.188
5	0.089	30	0.114	55	0.139	80	0.164	105	0.189
6	0.090	31	0.115	56	0.140	81	0.165	106	0.190
7	0.091	32	0.116	57	0.141	82	0.166	107	0.191
8	0.092	33	0.117	58	0.142	83	0.167	108	0.192
9	0.093	34	0.118	59	0.143	84	0.168	109	0.193
10	0.094	35	0.119	60	0.144	85	0.169	110	0.194
11	0.095	36	0.120	61	0.145	86	0.170	111	0.195
12	0.096	37	0.121	62	0.146	87	0.171	112	0.196
13	0.097	38	0.122	63	0.147	88	0.172	113	0.197
14	0.098	39	0.123	64	0.148	89	0.173	114	0.198
15	0.099	40	0.124	65	0.149	90	0.174	115	0.199
16	0.100	41	0.125	66	0.150	91	0.175	116	0.200
17	0.101	42	0.126	67	0.151	92	0.176		
18	0.102	43	0.127	68	0.152	93	0.177		
19	0.103	44	0.128	69	0.153	94	0.178		
20	0.104	45	0.129	70	0.154	95	0.179		
21	0.105	46	0.130	71	0.155	96	0.180		
22	0.106	47	0.131	72	0.156	97	0.181		
23	0.107	48	0.132	73	0.157	98	0.182		
24	0.108	49	0.133	74	0.158	99	0.183		
25	0.109	50	0.134	75	0.159	100	0.184		

Set-Up Fee: up to \$50.00 per Customer

Monthly Recurring Charge: up to \$10.00 per Customer

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Effective:

Issued By: Ronald Tolliver, President  
444 Brickell Avenue, Suite 650  
Miami, FL 33131

**4 RATES AND CHARGES (CONT.)****4.3 Switched Inbound Service (Cont.)**

Night/Weekend/Holiday									
#	Rate	#	Rate	#	Rate	#	Rate	#	Rate
1	0.085	26	0.110	51	0.135	76	0.160	101	0.185
2	0.086	27	0.111	52	0.136	77	0.161	102	0.186
3	0.087	28	0.112	53	0.137	78	0.162	103	0.187
4	0.088	29	0.113	54	0.138	79	0.163	104	0.188
5	0.089	30	0.114	55	0.139	80	0.164	105	0.189
6	0.090	31	0.115	56	0.140	81	0.165	106	0.190
7	0.091	32	0.116	57	0.141	82	0.166	107	0.191
8	0.092	33	0.117	58	0.142	83	0.167	108	0.192
9	0.093	34	0.118	59	0.143	84	0.168	109	0.193
10	0.094	35	0.119	60	0.144	85	0.169	110	0.194
11	0.095	36	0.120	61	0.145	86	0.170	111	0.195
12	0.096	37	0.121	62	0.146	87	0.171	112	0.196
13	0.097	38	0.122	63	0.147	88	0.172	113	0.197
14	0.098	39	0.123	64	0.148	89	0.173	114	0.198
15	0.099	40	0.124	65	0.149	90	0.174	115	0.199
16	0.100	41	0.125	66	0.150	91	0.175	116	0.200
17	0.101	42	0.126	67	0.151	92	0.176		
18	0.102	43	0.127	68	0.152	93	0.177		
19	0.103	44	0.128	69	0.153	94	0.178		
20	0.104	45	0.129	70	0.154	95	0.179		
21	0.105	46	0.130	71	0.155	96	0.180		
22	0.106	47	0.131	72	0.156	97	0.181		
23	0.107	48	0.132	73	0.157	98	0.182		
24	0.108	49	0.133	74	0.158	99	0.183		
25	0.109	50	0.134	75	0.159	100	0.184		

Set-Up Fee: up to \$50.00 per Customer

Monthly Recurring Charge: up to \$10.00 per Customer

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Effective:

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444 Brickell Avenue, Suite 650  
Miami, FL 33131

**4 RATES AND CHARGES (CONT.)****4.4 Dedicated Inbound Service**

		Day							
#	Rate	#	Rate	#	Rate	#	Rate	#	Rate
1	0.045	26	0.070	51	0.095	76	0.120	101	0.145
2	0.046	27	0.071	52	0.096	77	0.121	102	0.146
3	0.047	28	0.072	53	0.097	78	0.122	103	0.147
4	0.048	29	0.073	54	0.098	79	0.123	104	0.148
5	0.049	30	0.074	55	0.099	80	0.124	105	0.149
6	0.050	31	0.075	56	0.100	81	0.125	106	0.150
7	0.051	32	0.076	57	0.101	82	0.126		
8	0.052	33	0.077	58	0.102	83	0.127		
9	0.053	34	0.078	59	0.103	84	0.128		
10	0.054	35	0.079	60	0.104	85	0.129		
11	0.055	36	0.080	61	0.105	86	0.130		
12	0.056	37	0.081	62	0.106	87	0.131		
13	0.057	38	0.082	63	0.107	88	0.132		
14	0.058	39	0.083	64	0.108	89	0.133		
15	0.059	40	0.084	65	0.109	90	0.134		
16	0.060	41	0.085	66	0.110	91	0.135		
17	0.061	42	0.086	67	0.111	92	0.136		
18	0.062	43	0.087	68	0.112	93	0.137		
19	0.063	44	0.088	69	0.113	94	0.138		
20	0.064	45	0.089	70	0.114	95	0.139		
21	0.065	46	0.090	71	0.115	96	0.140		
22	0.066	47	0.091	72	0.116	97	0.141		
23	0.067	48	0.092	73	0.117	98	0.142		
24	0.068	49	0.093	74	0.118	99	0.143		
25	0.069	50	0.094	75	0.119	100	0.144		

Set-Up Fee: up to \$50.00 per Customer

Monthly Recurring Charge: up to \$10.00 per Customer

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**4 RATES AND CHARGES (CONT.)****4.4 Dedicated Inbound Service (Cont.)**

Evening									
#	Rate	#	Rate	#	Rate	#	Rate	#	Rate
1	0.045	26	0.070	51	0.095	76	0.120	101	0.145
2	0.046	27	0.071	52	0.096	77	0.121	102	0.146
3	0.047	28	0.072	53	0.097	78	0.122	103	0.147
4	0.048	29	0.073	54	0.098	79	0.123	104	0.148
5	0.049	30	0.074	55	0.099	80	0.124	105	0.149
6	0.050	31	0.075	56	0.100	81	0.125	106	0.150
7	0.051	32	0.076	57	0.101	82	0.126		
8	0.052	33	0.077	58	0.102	83	0.127		
9	0.053	34	0.078	59	0.103	84	0.128		
10	0.054	35	0.079	60	0.104	85	0.129		
11	0.055	36	0.080	61	0.105	86	0.130		
12	0.056	37	0.081	62	0.106	87	0.131		
13	0.057	38	0.082	63	0.107	88	0.132		
14	0.058	39	0.083	64	0.108	89	0.133		
15	0.059	40	0.084	65	0.109	90	0.134		
16	0.060	41	0.085	66	0.110	91	0.135		
17	0.061	42	0.086	67	0.111	92	0.136		
18	0.062	43	0.087	68	0.112	93	0.137		
19	0.063	44	0.088	69	0.113	94	0.138		
20	0.064	45	0.089	70	0.114	95	0.139		
21	0.065	46	0.090	71	0.115	96	0.140		
22	0.066	47	0.091	72	0.116	97	0.141		
23	0.067	48	0.092	73	0.117	98	0.142		
24	0.068	49	0.093	74	0.118	99	0.143		
25	0.069	50	0.094	75	0.119	100	0.144		

Set-Up Fee: up to \$50.00 per Customer

Monthly Recurring Charge: up to \$10.00 per Customer

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Miami, FL 33131



**4 RATES AND CHARGES (CONT.)****4.4 Dedicated Inbound Service (Cont.)**

Night/Weekend/Holiday									
#	Rate	#	Rate	#	Rate	#	Rate	#	Rate
1	0.045	26	0.070	51	0.095	76	0.120	101	0.145
2	0.046	27	0.071	52	0.096	77	0.121	102	0.146
3	0.047	28	0.072	53	0.097	78	0.122	103	0.147
4	0.048	29	0.073	54	0.098	79	0.123	104	0.148
5	0.049	30	0.074	55	0.099	80	0.124	105	0.149
6	0.050	31	0.075	56	0.100	81	0.125	106	0.150
7	0.051	32	0.076	57	0.101	82	0.126		
8	0.052	33	0.077	58	0.102	83	0.127		
9	0.053	34	0.078	59	0.103	84	0.128		
10	0.054	35	0.079	60	0.104	85	0.129		
11	0.055	36	0.080	61	0.105	86	0.130		
12	0.056	37	0.081	62	0.106	87	0.131		
13	0.057	38	0.082	63	0.107	88	0.132		
14	0.058	39	0.083	64	0.108	89	0.133		
15	0.059	40	0.084	65	0.109	90	0.134		
16	0.060	41	0.085	66	0.110	91	0.135		
17	0.061	42	0.086	67	0.111	92	0.136		
18	0.062	43	0.087	68	0.112	93	0.137		
19	0.063	44	0.088	69	0.113	94	0.138		
20	0.064	45	0.089	70	0.114	95	0.139		
21	0.065	46	0.090	71	0.115	96	0.140		
22	0.066	47	0.091	72	0.116	97	0.141		
23	0.067	48	0.092	73	0.117	98	0.142		
24	0.068	49	0.093	74	0.118	99	0.143		
25	0.069	50	0.094	75	0.119	100	0.144		

Set-Up Fee: up to \$50.00 per Customer

Monthly Recurring Charge: up to \$10.00 per Customer

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**4 RATES AND CHARGES (CONT.)****4.5 Prepaid Phone Card Services****4.5.1 Promotional Phone Card Program**

Day											
#	Rate	#	Rate	#	Rate	#	Rate	#	Rate	#	Rate
1	0.030	26	0.155	51	0.280	76	0.405	101	0.530	126	0.655
2	0.035	27	0.160	52	0.285	77	0.410	102	0.535	127	0.660
3	0.040	28	0.165	53	0.290	78	0.415	103	0.540	128	0.665
4	0.045	29	0.170	54	0.295	79	0.420	104	0.545	129	0.670
5	0.050	30	0.175	55	0.300	80	0.425	105	0.550	130	0.675
6	0.055	31	0.180	56	0.305	81	0.430	106	0.555	131	0.680
7	0.060	32	0.185	57	0.310	82	0.435	107	0.560	132	0.685
8	0.065	33	0.190	58	0.315	83	0.440	108	0.565	133	0.690
9	0.070	34	0.195	59	0.320	84	0.445	109	0.570	134	0.695
10	0.075	35	0.200	60	0.325	85	0.450	110	0.575	135	0.700
11	0.080	36	0.205	61	0.330	86	0.455	111	0.580	136	0.705
12	0.085	37	0.210	62	0.335	87	0.460	112	0.585	137	0.710
13	0.090	38	0.215	63	0.340	88	0.465	113	0.590	138	0.715
14	0.095	39	0.220	64	0.345	89	0.470	114	0.595	139	0.720
15	0.100	40	0.225	65	0.350	90	0.475	115	0.600	140	0.725
16	0.105	41	0.230	66	0.355	91	0.480	116	0.605	141	0.730
17	0.110	42	0.235	67	0.360	92	0.485	117	0.610	142	0.735
18	0.115	43	0.240	68	0.365	93	0.490	118	0.615	143	0.740
19	0.120	44	0.245	69	0.370	94	0.495	119	0.620	144	0.745
20	0.125	45	0.250	70	0.375	95	0.500	120	0.625	145	0.750
21	0.130	46	0.255	71	0.380	96	0.505	121	0.630	146	0.755
22	0.135	47	0.260	72	0.385	97	0.510	122	0.635	147	0.760
23	0.140	48	0.265	73	0.390	98	0.515	123	0.640	148	0.765
24	0.145	49	0.270	74	0.395	99	0.520	124	0.645	149	0.770
25	0.150	50	0.275	75	0.400	100	0.525	125	0.650	150	0.775
										151	0.780
										152	0.785
										153	0.790
										154	0.795
										155	0.800
										156	0.805
										157	0.810
										158	0.815
										159	0.820
										160	0.825
										161	0.830
										162	0.835
										163	0.840
										164	0.845
										165	0.850
										166	0.855
										167	0.860
										168	0.865
										169	0.870
										170	0.875
										171	0.880
										172	0.885
										173	0.890
										174	0.895
										175	0.900

1st Minute Surcharge: Company may assess a per call surcharge as follows: \$0.05, \$0.10, \$0.15, \$0.20m \$0.25, \$0.30, \$0.35, \$0.40, \$0.45, \$0.50, \$0.55, \$0.60, \$0.65, \$0.70, \$0.75, \$0.80, \$0.85, \$0.90, \$0.95, \$1.00, or equal to the charge for the first minute of use (the amount of the surcharge will vary by rate plan).

Payphone Compensation Surcharge: See Section 2.15

Issued: January 23, 1998

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**4 RATES AND CHARGES (CONT.)****4.5 Prepaid Phone Card Services (Cont.)****4.5.1 Promotional Phone Card Program (Cont.)**

Evening													
#	Rate	#	Rate	#	Rate	#	Rate	#	Rate	#	Rate	#	Rate
1	0.030	26	0.155	51	0.280	76	0.405	101	0.530	126	0.655	151	0.780
2	0.035	27	0.160	52	0.285	77	0.410	102	0.535	127	0.660	152	0.785
3	0.040	28	0.165	53	0.290	78	0.415	103	0.540	128	0.665	153	0.790
4	0.045	29	0.170	54	0.295	79	0.420	104	0.545	129	0.670	154	0.795
5	0.050	30	0.175	55	0.300	80	0.425	105	0.550	130	0.675	155	0.800
6	0.055	31	0.180	56	0.305	81	0.430	106	0.555	131	0.680	156	0.805
7	0.060	32	0.185	57	0.310	82	0.435	107	0.560	132	0.685	157	0.810
8	0.065	33	0.190	58	0.315	83	0.440	108	0.565	133	0.690	158	0.815
9	0.070	34	0.195	59	0.320	84	0.445	109	0.570	134	0.695	159	0.820
10	0.075	35	0.200	60	0.325	85	0.450	110	0.575	135	0.700	160	0.825
11	0.080	36	0.205	61	0.330	86	0.455	111	0.580	136	0.705	161	0.830
12	0.085	37	0.210	62	0.335	87	0.460	112	0.585	137	0.710	162	0.835
13	0.090	38	0.215	63	0.340	88	0.465	113	0.590	138	0.715	163	0.840
14	0.095	39	0.220	64	0.345	89	0.470	114	0.595	139	0.720	164	0.845
15	0.100	40	0.225	65	0.350	90	0.475	115	0.600	140	0.725	165	0.850
16	0.105	41	0.230	66	0.355	91	0.480	116	0.605	141	0.730	166	0.855
17	0.110	42	0.235	67	0.360	92	0.485	117	0.610	142	0.735	167	0.860
18	0.115	43	0.240	68	0.365	93	0.490	118	0.615	143	0.740	168	0.865
19	0.120	44	0.245	69	0.370	94	0.495	119	0.620	144	0.745	169	0.870
20	0.125	45	0.250	70	0.375	95	0.500	120	0.625	145	0.750	170	0.875
21	0.130	46	0.255	71	0.380	96	0.505	121	0.630	146	0.755	171	0.880
22	0.135	47	0.260	72	0.385	97	0.510	122	0.635	147	0.760	172	0.885
23	0.140	48	0.265	73	0.390	98	0.515	123	0.640	148	0.765	173	0.890
24	0.145	49	0.270	74	0.395	99	0.520	124	0.645	149	0.770	174	0.895
25	0.150	50	0.275	75	0.400	100	0.525	125	0.650	150	0.775	175	0.900

1st Minute Surcharge: Company may assess a per call surcharge as follows: \$0.05, \$0.10, \$0.15, \$0.20m \$0.25, \$0.30, \$0.35, \$0.40, \$0.45, \$0.50, \$0.55, \$0.60, \$0.65, \$0.70, \$0.75, \$0.80, \$0.85, \$0.90, \$0.95, \$1.00, or equal to the charge for the first minute of use (the amount of the surcharge will vary by rate plan).

Payphone Compensation Surcharge: See Section 2.15

Issued: January 23, 1998

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**4 RATES AND CHARGES (CONT.)****4.5 Prepaid Phone Card Services (Cont.)****4.5.1 Promotional Phone Card Program (Cont.)**

														<b>Night/Weekend/Holiday</b>					
<b>#</b>	<b>Rate</b>	<b>#</b>	<b>Rate</b>	<b>#</b>	<b>Rate</b>	<b>#</b>	<b>Rate</b>	<b>#</b>	<b>Rate</b>	<b>#</b>	<b>Rate</b>	<b>#</b>	<b>Rate</b>	<b>#</b>	<b>Rate</b>				
1	0.030	26	0.155	51	0.280	76	0.405	101	0.530	126	0.655	151	0.780	176	0.905				
2	0.035	27	0.160	52	0.285	77	0.410	102	0.535	127	0.660	152	0.785	177	0.910				
3	0.040	28	0.165	53	0.290	78	0.415	103	0.540	128	0.665	153	0.790	178	0.915				
4	0.045	29	0.170	54	0.295	79	0.420	104	0.545	129	0.670	154	0.795	179	0.920				
5	0.050	30	0.175	55	0.300	80	0.425	105	0.550	130	0.675	155	0.800	180	0.925				
6	0.055	31	0.180	56	0.305	81	0.430	106	0.555	131	0.680	156	0.805	181	0.930				
7	0.060	32	0.185	57	0.310	82	0.435	107	0.560	132	0.685	157	0.810	182	0.935				
8	0.065	33	0.190	58	0.315	83	0.440	108	0.565	133	0.690	158	0.815	183	0.940				
9	0.070	34	0.195	59	0.320	84	0.445	109	0.570	134	0.695	159	0.820	184	0.945				
10	0.075	35	0.200	60	0.325	85	0.450	110	0.575	135	0.700	160	0.825	185	0.950				
11	0.080	36	0.205	61	0.330	86	0.455	111	0.580	136	0.705	161	0.830	186	0.955				
12	0.085	37	0.210	62	0.335	87	0.460	112	0.585	137	0.710	162	0.835	187	0.960				
13	0.090	38	0.215	63	0.340	88	0.465	113	0.590	138	0.715	163	0.840	188	0.965				
14	0.095	39	0.220	64	0.345	89	0.470	114	0.595	139	0.720	164	0.845	189	0.970				
15	0.100	40	0.225	65	0.350	90	0.475	115	0.600	140	0.725	165	0.850	190	0.975				
16	0.105	41	0.230	66	0.355	91	0.480	116	0.605	141	0.730	166	0.855	191	0.980				
17	0.110	42	0.235	67	0.360	92	0.485	117	0.610	142	0.735	167	0.860	192	0.985				
18	0.115	43	0.240	68	0.365	93	0.490	118	0.615	143	0.740	168	0.865	193	0.990				
19	0.120	44	0.245	69	0.370	94	0.495	119	0.620	144	0.745	169	0.870	194	0.995				
20	0.125	45	0.250	70	0.375	95	0.500	120	0.625	145	0.750	170	0.875	195	1.000				
21	0.130	46	0.255	71	0.380	96	0.505	121	0.630	146	0.755	171	0.880						
22	0.135	47	0.260	72	0.385	97	0.510	122	0.635	147	0.760	172	0.885						
23	0.140	48	0.265	73	0.390	98	0.515	123	0.640	148	0.765	173	0.890						
24	0.145	49	0.270	74	0.395	99	0.520	124	0.645	149	0.770	174	0.895						
25	0.150	50	0.275	75	0.400	100	0.525	125	0.650	150	0.775	175	0.900						

1st Minute Surcharge: Company may assess a per call surcharge as follows: \$0.05, \$0.10, \$0.15, \$0.20, \$0.25, \$0.30, \$0.35, \$0.40, \$0.45, \$0.50, \$0.55, \$0.60, \$0.65, \$0.70, \$0.75, \$0.80, \$0.85, \$0.90, \$0.95, \$1.00, or equal to the charge for the first minute of use (the amount of the surcharge will vary by rate plan).

Payphone Compensation Surcharge: See Section 2.15

Issued: January 23, 1998

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**4 RATES AND CHARGES (CONT.)****4.5 Prepaid Phone Card Services (Cont.)****4.5.2 Promotional Phone Card Program Recharge**

Recharge	
#	Rate
1	0.150
2	0.155
3	0.160
4	0.165
5	0.170
6	0.175
7	0.180
8	0.185
9	0.190
10	0.195
11	0.200
12	0.205
13	0.210
14	0.215
15	0.220
16	0.225
17	0.230
18	0.235
19	0.240
20	0.245
21	0.250

Merchant Bank Surcharge (for Recharge/Activation billed to a credit card): \$0.40 + 7% of recharge amount

1st Minute Surcharge: Company may assess a per call surcharge as follows: \$0.05, \$0.10, \$0.15, \$0.20, \$0.25, \$0.30, \$0.35, \$0.40, \$0.45, \$0.50, \$0.55, \$0.60, \$0.65, \$0.70, \$0.75, \$0.80, \$0.85, \$0.90, \$0.95, \$1.00, or equal to the charge for the first minute of use (the amount of the surcharge will vary by rate plan).

Payphone Compensation Surcharge: See Section 2.15

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Issued: January 23, 1998

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**4 RATES AND CHARGES (CONT.)****4.5 Prepaid Phone Card Services (Cont.)****4.5.3 Activation Program**

Day											
#	Rate	#	Rate	#	Rate	#	Rate	#	Rate	#	Rate
1	0.100	26	0.225	51	0.350	76	0.475	101	0.600	126	0.725
2	0.105	27	0.230	52	0.355	77	0.480	102	0.605	127	0.730
3	0.110	28	0.235	53	0.360	78	0.485	103	0.610	128	0.735
4	0.115	29	0.240	54	0.365	79	0.490	104	0.615	129	0.740
5	0.120	30	0.245	55	0.370	80	0.495	105	0.620	130	0.745
6	0.125	31	0.250	56	0.375	81	0.500	106	0.625	131	0.750
7	0.130	32	0.255	57	0.380	82	0.505	107	0.630	132	0.755
8	0.135	33	0.260	58	0.385	83	0.510	108	0.635	133	0.760
9	0.140	34	0.265	59	0.390	84	0.515	109	0.640	134	0.765
10	0.145	35	0.270	60	0.395	85	0.520	110	0.645	135	0.770
11	0.150	36	0.275	61	0.400	86	0.525	111	0.650	136	0.775
12	0.155	37	0.280	62	0.405	87	0.530	112	0.655	137	0.780
13	0.160	38	0.285	63	0.410	88	0.535	113	0.660	138	0.785
14	0.165	39	0.290	64	0.415	89	0.540	114	0.665	139	0.790
15	0.170	40	0.295	65	0.420	90	0.545	115	0.670	140	0.795
16	0.175	41	0.300	66	0.425	91	0.550	116	0.675	141	0.800
17	0.180	42	0.305	67	0.430	92	0.555	117	0.680	142	0.805
18	0.185	43	0.310	68	0.435	93	0.560	118	0.685	143	0.810
19	0.190	44	0.315	69	0.440	94	0.565	119	0.690	144	0.815
20	0.195	45	0.320	70	0.445	95	0.570	120	0.695	145	0.820
21	0.200	46	0.325	71	0.450	96	0.575	121	0.700	146	0.825
22	0.205	47	0.330	72	0.455	97	0.580	122	0.705	147	0.830
23	0.210	48	0.335	73	0.460	98	0.585	123	0.710	148	0.835
24	0.215	49	0.340	74	0.465	99	0.590	124	0.715	149	0.840
25	0.220	50	0.345	75	0.470	100	0.595	125	0.720	150	0.845
								151	0.850	176	0.975
								152	0.855	177	0.980
								153	0.860	178	0.985
								154	0.865	179	0.990
								155	0.870	180	0.995
								156	0.875	181	1.000
								157	0.880		
								158	0.885		
								159	0.890		
								160	0.895		
								161	0.900		
								162	0.905		
								163	0.910		
								164	0.915		
								165	0.920		
								166	0.925		
								167	0.930		
								168	0.935		
								169	0.940		
								170	0.945		
								171	0.950		
								172	0.955		
								173	0.960		
								174	0.965		
								175	0.970		

1st Minute Surcharge: Company may assess a per call surcharge as follows: \$0.05, \$0.10, \$0.15, \$0.20m \$0.25, \$0.30, \$0.35, \$0.40, \$0.45, \$0.50, \$0.55, \$0.60, \$0.65, \$0.70, \$0.75, \$0.80, \$0.85, \$0.90, \$0.95, \$1.00, or equal to the charge for the first minute of use (the amount of the surcharge will vary by rate plan).

Payphone Compensation Surcharge: See Section 2.15

Issued: January 23, 1998

Effective:

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444 Brickell Avenue, Suite 650  
Miami, FL 33131

**4 RATES AND CHARGES (CONT.)****4.5 Prepaid Phone Card Services (Cont.)****4.5.3 Activation Program (Cont.)**

Evening											
#	Rate	#	Rate	#	Rate	#	Rate	#	Rate	#	Rate
1	0.100	26	0.225	51	0.350	76	0.475	101	0.600	126	0.725
2	0.105	27	0.230	52	0.355	77	0.480	102	0.605	127	0.730
3	0.110	28	0.235	53	0.360	78	0.485	103	0.610	128	0.735
4	0.115	29	0.240	54	0.365	79	0.490	104	0.615	129	0.740
5	0.120	30	0.245	55	0.370	80	0.495	105	0.620	130	0.745
6	0.125	31	0.250	56	0.375	81	0.500	106	0.625	131	0.750
7	0.130	32	0.255	57	0.380	82	0.505	107	0.630	132	0.755
8	0.135	33	0.260	58	0.385	83	0.510	108	0.635	133	0.760
9	0.140	34	0.265	59	0.390	84	0.515	109	0.640	134	0.765
10	0.145	35	0.270	60	0.395	85	0.520	110	0.645	135	0.770
11	0.150	36	0.275	61	0.400	86	0.525	111	0.650	136	0.775
12	0.155	37	0.280	62	0.405	87	0.530	112	0.655	137	0.780
13	0.160	38	0.285	63	0.410	88	0.535	113	0.660	138	0.785
14	0.165	39	0.290	64	0.415	89	0.540	114	0.665	139	0.790
15	0.170	40	0.295	65	0.420	90	0.545	115	0.670	140	0.795
16	0.175	41	0.300	66	0.425	91	0.550	116	0.675	141	0.800
17	0.180	42	0.305	67	0.430	92	0.555	117	0.680	142	0.805
18	0.185	43	0.310	68	0.435	93	0.560	118	0.685	143	0.810
19	0.190	44	0.315	69	0.440	94	0.565	119	0.690	144	0.815
20	0.195	45	0.320	70	0.445	95	0.570	120	0.695	145	0.820
21	0.200	46	0.325	71	0.450	96	0.575	121	0.700	146	0.825
22	0.205	47	0.330	72	0.455	97	0.580	122	0.705	147	0.830
23	0.210	48	0.335	73	0.460	98	0.585	123	0.710	148	0.835
24	0.215	49	0.340	74	0.465	99	0.590	124	0.715	149	0.840
25	0.220	50	0.345	75	0.470	100	0.595	125	0.720	150	0.845
										151	0.850
										152	0.855
										153	0.860
										154	0.865
										155	0.870
										156	0.875
										157	0.880
										158	0.885
										159	0.890
										160	0.895
										161	0.900
										162	0.905
										163	0.910
										164	0.915
										165	0.920
										166	0.925
										167	0.930
										168	0.935
										169	0.940
										170	0.945
										171	0.950
										172	0.955
										173	0.960
										174	0.965
										175	0.970
										176	0.975
										177	0.980
										178	0.985
										179	0.990
										180	0.995
										181	1.000

1st Minute Surcharge: Company may assess a per call surcharge as follows: \$0.05, \$0.10, \$0.15, \$0.20m \$0.25, \$0.30, \$0.35, \$0.40, \$0.45, \$0.50, \$0.55, \$0.60, \$0.65, \$0.70, \$0.75, \$0.80, \$0.85, \$0.90, \$0.95, \$1.00, or equal to the charge for the first minute of use (the amount of the surcharge will vary by rate plan).

Payphone Compensation Surcharge: See Section 2.15

Issued: January 23, 1998

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**4 RATES AND CHARGES (CONT.)****4.5 Prepaid Phone Card Services (Cont.)****4.5.3 Activation Program (Cont.)**

												Night/Weekend/Holiday	
#	Rate	#	Rate	#	Rate	#	Rate	#	Rate	#	Rate	#	Rate
1	0.100	26	0.225	51	0.350	76	0.475	101	0.600	126	0.725	151	0.850
2	0.105	27	0.230	52	0.355	77	0.480	102	0.605	127	0.730	152	0.855
3	0.110	28	0.235	53	0.360	78	0.485	103	0.610	128	0.735	153	0.860
4	0.115	29	0.240	54	0.365	79	0.490	104	0.615	129	0.740	154	0.865
5	0.120	30	0.245	55	0.370	80	0.495	105	0.620	130	0.745	155	0.870
6	0.125	31	0.250	56	0.375	81	0.500	106	0.625	131	0.750	156	0.875
7	0.130	32	0.255	57	0.380	82	0.505	107	0.630	132	0.755	157	0.880
8	0.135	33	0.260	58	0.385	83	0.510	108	0.635	133	0.760	158	0.885
9	0.140	34	0.265	59	0.390	84	0.515	109	0.640	134	0.765	159	0.890
10	0.145	35	0.270	60	0.395	85	0.520	110	0.645	135	0.770	160	0.895
11	0.150	36	0.275	61	0.400	86	0.525	111	0.650	136	0.775	161	0.900
12	0.155	37	0.280	62	0.405	87	0.530	112	0.655	137	0.780	162	0.905
13	0.160	38	0.285	63	0.410	88	0.535	113	0.660	138	0.785	163	0.910
14	0.165	39	0.290	64	0.415	89	0.540	114	0.665	139	0.790	164	0.915
15	0.170	40	0.295	65	0.420	90	0.545	115	0.670	140	0.795	165	0.920
16	0.175	41	0.300	66	0.425	91	0.550	116	0.675	141	0.800	166	0.925
17	0.180	42	0.305	67	0.430	92	0.555	117	0.680	142	0.805	167	0.930
18	0.185	43	0.310	68	0.435	93	0.560	118	0.685	143	0.810	168	0.935
19	0.190	44	0.315	69	0.440	94	0.565	119	0.690	144	0.815	169	0.940
20	0.195	45	0.320	70	0.445	95	0.570	120	0.695	145	0.820	170	0.945
21	0.200	46	0.325	71	0.450	96	0.575	121	0.700	146	0.825	171	0.950
22	0.205	47	0.330	72	0.455	97	0.580	122	0.705	147	0.830	172	0.955
23	0.210	48	0.335	73	0.460	98	0.585	123	0.710	148	0.835	173	0.960
24	0.215	49	0.340	74	0.465	99	0.590	124	0.715	149	0.840	174	0.965
25	0.220	50	0.345	75	0.470	100	0.595	125	0.720	150	0.845	175	0.970

1st Minute Surcharge: Company may assess a per call surcharge as follows: \$0.05, \$0.10, \$0.15, \$0.20, \$0.25, \$0.30, \$0.35, \$0.40, \$0.45, \$0.50, \$0.55, \$0.60, \$0.65, \$0.70, \$0.75, \$0.80, \$0.85, \$0.90, \$0.95, \$1.00, or equal to the charge for the first minute of use (the amount of the surcharge will vary by rate plan).

Payphone Compensation Surcharge: See Section 2.15

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**4 RATES AND CHARGES (CONT.)****4.5 Prepaid Phone Card Services (Cont.)****4.5.4 Activation Program Recharge**

Recharge											
#	Rate	#	Rate	#	Rate	#	Rate	#	Rate	#	Rate
1	0.100	26	0.225	51	0.350	76	0.475	101	0.600	126	0.725
2	0.105	27	0.230	52	0.355	77	0.480	102	0.605	127	0.730
3	0.110	28	0.235	53	0.360	78	0.485	103	0.610	128	0.735
4	0.115	29	0.240	54	0.365	79	0.490	104	0.615	129	0.740
5	0.120	30	0.245	55	0.370	80	0.495	105	0.620	130	0.745
6	0.125	31	0.250	56	0.375	81	0.500	106	0.625	131	0.750
7	0.130	32	0.255	57	0.380	82	0.505	107	0.630	132	0.755
8	0.135	33	0.260	58	0.385	83	0.510	108	0.635	133	0.760
9	0.140	34	0.265	59	0.390	84	0.515	109	0.640	134	0.765
10	0.145	35	0.270	60	0.395	85	0.520	110	0.645	135	0.770
11	0.150	36	0.275	61	0.400	86	0.525	111	0.650	136	0.775
12	0.155	37	0.280	62	0.405	87	0.530	112	0.655	137	0.780
13	0.160	38	0.285	63	0.410	88	0.535	113	0.660	138	0.785
14	0.165	39	0.290	64	0.415	89	0.540	114	0.665	139	0.790
15	0.170	40	0.295	65	0.420	90	0.545	115	0.670	140	0.795
16	0.175	41	0.300	66	0.425	91	0.550	116	0.675	141	0.800
17	0.180	42	0.305	67	0.430	92	0.555	117	0.680	142	0.805
18	0.185	43	0.310	68	0.435	93	0.560	118	0.685	143	0.810
19	0.190	44	0.315	69	0.440	94	0.565	119	0.690	144	0.815
20	0.195	45	0.320	70	0.445	95	0.570	120	0.695	145	0.820
21	0.200	46	0.325	71	0.450	96	0.575	121	0.700	146	0.825
22	0.205	47	0.330	72	0.455	97	0.580	122	0.705	147	0.830
23	0.210	48	0.335	73	0.460	98	0.585	123	0.710	148	0.835
24	0.215	49	0.340	74	0.465	99	0.590	124	0.715	149	0.840
25	0.220	50	0.345	75	0.470	100	0.595	125	0.720	150	0.845
										151	0.850
										152	0.855
										153	0.860
										154	0.865
										155	0.870
										156	0.875
										157	0.880
										158	0.885
										159	0.890
										160	0.895
										161	0.900
										162	0.905
										163	0.910
										164	0.915
										165	0.920
										166	0.925
										167	0.930
										168	0.935
										169	0.940
										170	0.945
										171	0.950
										172	0.955
										173	0.960
										174	0.965
										175	0.970
										176	0.975
										177	0.980
										178	0.985
										179	0.990
										180	0.995
										181	1.000

Merchant Bank Surcharge (for Recharge/Activation billed to a credit card): \$0.40 + 7% of recharge amount

1st Minute Surcharge: Company may assess a per call surcharge as follows: \$0.05, \$0.10, \$0.15, \$0.20, \$0.25, \$0.30, \$0.35, \$0.40, \$0.45, \$0.50, \$0.55, \$0.60, \$0.65, \$0.70, \$0.75, \$0.80, \$0.85, \$0.90, \$0.95, \$1.00, or equal to the charge for the first minute of use (the amount of the surcharge will vary by rate plan).

Payphone Compensation Surcharge: See Section 2.15

Issued: January 23, 1998

Effective:

Issued By: Ronald Tolliver, President  
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**4 RATES AND CHARGES (CONT.)****4.5 Prepaid Phone Card Services (Cont.)****4.5.5 Bundled Usage Program**

Day													
#	Rate	#	Rate	#	Rate	#	Rate	#	Rate	#	Rate	#	Rate
1	0.100	26	0.225	51	0.350	76	0.475	101	0.600	126	0.725	151	0.850
2	0.105	27	0.230	52	0.355	77	0.480	102	0.605	127	0.730	152	0.855
3	0.110	28	0.235	53	0.360	78	0.485	103	0.610	128	0.735	153	0.860
4	0.115	29	0.240	54	0.365	79	0.490	104	0.615	129	0.740	154	0.865
5	0.120	30	0.245	55	0.370	80	0.495	105	0.620	130	0.745	155	0.870
6	0.125	31	0.250	56	0.375	81	0.500	106	0.625	131	0.750	156	0.875
7	0.130	32	0.255	57	0.380	82	0.505	107	0.630	132	0.755	157	0.880
8	0.135	33	0.260	58	0.385	83	0.510	108	0.635	133	0.760	158	0.885
9	0.140	34	0.265	59	0.390	84	0.515	109	0.640	134	0.765	159	0.890
10	0.145	35	0.270	60	0.395	85	0.520	110	0.645	135	0.770	160	0.895
11	0.150	36	0.275	61	0.400	86	0.525	111	0.650	136	0.775	161	0.900
12	0.155	37	0.280	62	0.405	87	0.530	112	0.655	137	0.780	162	0.905
13	0.160	38	0.285	63	0.410	88	0.535	113	0.660	138	0.785	163	0.910
14	0.165	39	0.290	64	0.415	89	0.540	114	0.665	139	0.790	164	0.915
15	0.170	40	0.295	65	0.420	90	0.545	115	0.670	140	0.795	165	0.920
16	0.175	41	0.300	66	0.425	91	0.550	116	0.675	141	0.800	166	0.925
17	0.180	42	0.305	67	0.430	92	0.555	117	0.680	142	0.805	167	0.930
18	0.185	43	0.310	68	0.435	93	0.560	118	0.685	143	0.810	168	0.935
19	0.190	44	0.315	69	0.440	94	0.565	119	0.690	144	0.815	169	0.940
20	0.195	45	0.320	70	0.445	95	0.570	120	0.695	145	0.820	170	0.945
21	0.200	46	0.325	71	0.450	96	0.575	121	0.700	146	0.825	171	0.950
22	0.205	47	0.330	72	0.455	97	0.580	122	0.705	147	0.830	172	0.955
23	0.210	48	0.335	73	0.460	98	0.585	123	0.710	148	0.835	173	0.960
24	0.215	49	0.340	74	0.465	99	0.590	124	0.715	149	0.840	174	0.965
25	0.220	50	0.345	75	0.470	100	0.595	125	0.720	150	0.845	175	0.970

1st Minute Surcharge: Company may assess a per call surcharge as follows: \$0.05, \$0.10, \$0.15, \$0.20m \$0.25, \$0.30, \$0.35, \$0.40, \$0.45, \$0.50, \$0.55, \$0.60, \$0.65, \$0.70, \$0.75, \$0.80, \$0.85, \$0.90, \$0.95, \$1.00, or equal to the charge for the first minute of use (the amount of the surcharge will vary by rate plan).

Payphone Compensation Surcharge: See Section 2.15

Issued: January 23, 1998

Effective:

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Miami, FL 33131

**4 RATES AND CHARGES (CONT.)****4.5 Prepaid Phone Card Services (Cont.)****4.5.5 Bundled Usage Program (Cont.)**

Evening													
#	Rate	#	Rate	#	Rate	#	Rate	#	Rate	#	Rate	#	Rate
1	0.100	26	0.225	51	0.350	76	0.475	101	0.600	126	0.725	151	0.850
2	0.105	27	0.230	52	0.355	77	0.480	102	0.605	127	0.730	152	0.855
3	0.110	28	0.235	53	0.360	78	0.485	103	0.610	128	0.735	153	0.860
4	0.115	29	0.240	54	0.365	79	0.490	104	0.615	129	0.740	154	0.865
5	0.120	30	0.245	55	0.370	80	0.495	105	0.620	130	0.745	155	0.870
6	0.125	31	0.250	56	0.375	81	0.500	106	0.625	131	0.750	156	0.875
7	0.130	32	0.255	57	0.380	82	0.505	107	0.630	132	0.755	157	0.880
8	0.135	33	0.260	58	0.385	83	0.510	108	0.635	133	0.760	158	0.885
9	0.140	34	0.265	59	0.390	84	0.515	109	0.640	134	0.765	159	0.890
10	0.145	35	0.270	60	0.395	85	0.520	110	0.645	135	0.770	160	0.895
11	0.150	36	0.275	61	0.400	86	0.525	111	0.650	136	0.775	161	0.900
12	0.155	37	0.280	62	0.405	87	0.530	112	0.655	137	0.780	162	0.905
13	0.160	38	0.285	63	0.410	88	0.535	113	0.660	138	0.785	163	0.910
14	0.165	39	0.290	64	0.415	89	0.540	114	0.665	139	0.790	164	0.915
15	0.170	40	0.295	65	0.420	90	0.545	115	0.670	140	0.795	165	0.920
16	0.175	41	0.300	66	0.425	91	0.550	116	0.675	141	0.800	166	0.925
17	0.180	42	0.305	67	0.430	92	0.555	117	0.680	142	0.805	167	0.930
18	0.185	43	0.310	68	0.435	93	0.560	118	0.685	143	0.810	168	0.935
19	0.190	44	0.315	69	0.440	94	0.565	119	0.690	144	0.815	169	0.940
20	0.195	45	0.320	70	0.445	95	0.570	120	0.695	145	0.820	170	0.945
21	0.200	46	0.325	71	0.450	96	0.575	121	0.700	146	0.825	171	0.950
22	0.205	47	0.330	72	0.455	97	0.580	122	0.705	147	0.830	172	0.955
23	0.210	48	0.335	73	0.460	98	0.585	123	0.710	148	0.835	173	0.960
24	0.215	49	0.340	74	0.465	99	0.590	124	0.715	149	0.840	174	0.965
25	0.220	50	0.345	75	0.470	100	0.595	125	0.720	150	0.845	175	0.970

1st Minute Surcharge: Company may assess a per call surcharge as follows: \$0.05, \$0.10, \$0.15, \$0.20m \$0.25, \$0.30, \$0.35, \$0.40, \$0.45, \$0.50, \$0.55, \$0.60, \$0.65, \$0.70, \$0.75, \$0.80, \$0.85, \$0.90, \$0.95, \$1.00, or equal to the charge for the first minute of use (the amount of the surcharge will vary by rate plan).

Payphone Compensation Surcharge: See Section 2.15

Issued: January 23, 1998

Effective:

Issued By: Ronald Tolliver, President  
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**4 RATES AND CHARGES (CONT.)****4.5 Prepaid Phone Card Services (Cont.)****4.5.5 Bundled Usage Program (Cont.)**

Night/Weekend/Holiday											
#	Rate	#	Rate	#	Rate	#	Rate	#	Rate	#	Rate
1	0.100	26	0.225	51	0.350	76	0.475	101	0.600	126	0.725
2	0.105	27	0.230	52	0.355	77	0.480	102	0.605	127	0.730
3	0.110	28	0.235	53	0.360	78	0.485	103	0.610	128	0.735
4	0.115	29	0.240	54	0.365	79	0.490	104	0.615	129	0.740
5	0.120	30	0.245	55	0.370	80	0.495	105	0.620	130	0.745
6	0.125	31	0.250	56	0.375	81	0.500	106	0.625	131	0.750
7	0.130	32	0.255	57	0.380	82	0.505	107	0.630	132	0.755
8	0.135	33	0.260	58	0.385	83	0.510	108	0.635	133	0.760
9	0.140	34	0.265	59	0.390	84	0.515	109	0.640	134	0.765
10	0.145	35	0.270	60	0.395	85	0.520	110	0.645	135	0.770
11	0.150	36	0.275	61	0.400	86	0.525	111	0.650	136	0.775
12	0.155	37	0.280	62	0.405	87	0.530	112	0.655	137	0.780
13	0.160	38	0.285	63	0.410	88	0.535	113	0.660	138	0.785
14	0.165	39	0.290	64	0.415	89	0.540	114	0.665	139	0.790
15	0.170	40	0.295	65	0.420	90	0.545	115	0.670	140	0.795
16	0.175	41	0.300	66	0.425	91	0.550	116	0.675	141	0.800
17	0.180	42	0.305	67	0.430	92	0.555	117	0.680	142	0.805
18	0.185	43	0.310	68	0.435	93	0.560	118	0.685	143	0.810
19	0.190	44	0.315	69	0.440	94	0.565	119	0.690	144	0.815
20	0.195	45	0.320	70	0.445	95	0.570	120	0.695	145	0.820
21	0.200	46	0.325	71	0.450	96	0.575	121	0.700	146	0.825
22	0.205	47	0.330	72	0.455	97	0.580	122	0.705	147	0.830
23	0.210	48	0.335	73	0.460	98	0.585	123	0.710	148	0.835
24	0.215	49	0.340	74	0.465	99	0.590	124	0.715	149	0.840
25	0.220	50	0.345	75	0.470	100	0.595	125	0.720	150	0.845
										151	0.850
										152	0.855
										153	0.860
										154	0.865
										155	0.870
										156	0.875
										157	0.880
										158	0.885
										159	0.890
										160	0.895
										161	0.900
										162	0.905
										163	0.910
										164	0.915
										165	0.920
										166	0.925
										167	0.930
										168	0.935
										169	0.940
										170	0.945
										171	0.950
										172	0.955
										173	0.960
										174	0.965
										175	0.970
										176	0.975
										177	0.980
										178	0.985
										179	0.990
										180	0.995
										181	1.000

1st Minute Surcharge: Company may assess a per call surcharge as follows: \$0.05, \$0.10, \$0.15, \$0.20m \$0.25, \$0.30, \$0.35, \$0.40, \$0.45, \$0.50, \$0.55, \$0.60, \$0.65, \$0.70, \$0.75, \$0.80, \$0.85, \$0.90, \$0.95, \$1.00, or equal to the charge for the first minute of use (the amount of the surcharge will vary by rate plan).

Payphone Compensation Surcharge: See Section 2.15

Issued: January 23, 1998

Effective:

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444 Brickell Avenue, Suite 650  
Miami, FL 33131

**4 RATES AND CHARGES (CONT.)****4.5 Prepaid Phone Card Services (Cont.)****4.5.6 Bundled Usage Program Recharge**

Recharge											
#	Rate	#	Rate	#	Rate	#	Rate	#	Rate	#	Rate
1	0.100	26	0.225	51	0.350	76	0.475	101	0.600	126	0.725
2	0.105	27	0.230	52	0.355	77	0.480	102	0.605	127	0.730
3	0.110	28	0.235	53	0.360	78	0.485	103	0.610	128	0.735
4	0.115	29	0.240	54	0.365	79	0.490	104	0.615	129	0.740
5	0.120	30	0.245	55	0.370	80	0.495	105	0.620	130	0.745
6	0.125	31	0.250	56	0.375	81	0.500	106	0.625	131	0.750
7	0.130	32	0.255	57	0.380	82	0.505	107	0.630	132	0.755
8	0.135	33	0.260	58	0.385	83	0.510	108	0.635	133	0.760
9	0.140	34	0.265	59	0.390	84	0.515	109	0.640	134	0.765
10	0.145	35	0.270	60	0.395	85	0.520	110	0.645	135	0.770
11	0.150	36	0.275	61	0.400	86	0.525	111	0.650	136	0.775
12	0.155	37	0.280	62	0.405	87	0.530	112	0.655	137	0.780
13	0.160	38	0.285	63	0.410	88	0.535	113	0.660	138	0.785
14	0.165	39	0.290	64	0.415	89	0.540	114	0.665	139	0.790
15	0.170	40	0.295	65	0.420	90	0.545	115	0.670	140	0.795
16	0.175	41	0.300	66	0.425	91	0.550	116	0.675	141	0.800
17	0.180	42	0.305	67	0.430	92	0.555	117	0.680	142	0.805
18	0.185	43	0.310	68	0.435	93	0.560	118	0.685	143	0.810
19	0.190	44	0.315	69	0.440	94	0.565	119	0.690	144	0.815
20	0.195	45	0.320	70	0.445	95	0.570	120	0.695	145	0.820
21	0.200	46	0.325	71	0.450	96	0.575	121	0.700	146	0.825
22	0.205	47	0.330	72	0.455	97	0.580	122	0.705	147	0.830
23	0.210	48	0.335	73	0.460	98	0.585	123	0.710	148	0.835
24	0.215	49	0.340	74	0.465	99	0.590	124	0.715	149	0.840
25	0.220	50	0.345	75	0.470	100	0.595	125	0.720	150	0.845
										151	0.850
										152	0.855
										153	0.860
										154	0.865
										155	0.870
										156	0.875
										157	0.880
										158	0.885
										159	0.890
										160	0.895
										161	0.900
										162	0.905
										163	0.910
										164	0.915
										165	0.920
										166	0.925
										167	0.930
										168	0.935
										169	0.940
										170	0.945
										171	0.950
										172	0.955
										173	0.960
										174	0.965
										175	0.970
										176	0.975
										177	0.980
										178	0.985
										179	0.990
										180	0.995
										181	1.000

Merchant Bank Surcharge (for Recharge/Activation billed to a credit card): \$0.40 + 7% of recharge amount

1st Minute Surcharge: Company may assess a per call surcharge as follows: \$0.05, \$0.10, \$0.15, \$0.20, \$0.25, \$0.30, \$0.35, \$0.40, \$0.45, \$0.50, \$0.55, \$0.60, \$0.65, \$0.70, \$0.75, \$0.80, \$0.85, \$0.90, \$0.95, \$1.00, or equal to the charge for the first minute of use (the amount of the surcharge will vary by rate plan).

Payphone Compensation Surcharge: See Section 2.15

Issued: January 23, 1998

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Issued By: Ronald Tolliver, President  
444 Brickell Avenue, Suite 650  
Miami, FL 33131

**4 RATES AND CHARGES (CONT.)****4.5 Prepaid Phone Card Services (Cont.)****4.5.7 Unbundled Usage Program**

<b>Inbound Leg</b>					
<b>#</b>	<b>Rate</b>	<b>#</b>	<b>Rate</b>	<b>#</b>	<b>Rate</b>
1	0.030	26	0.055	51	0.080
2	0.031	27	0.056	52	0.081
3	0.032	28	0.057	53	0.082
4	0.033	29	0.058	54	0.083
5	0.034	30	0.059	55	0.084
6	0.035	31	0.060	56	0.085
7	0.036	32	0.061	57	0.086
8	0.037	33	0.062	58	0.087
9	0.038	34	0.063	59	0.088
10	0.039	35	0.064	60	0.089
11	0.040	36	0.065	61	0.090
12	0.041	37	0.066	62	0.091
13	0.042	38	0.067	63	0.092
14	0.043	39	0.068	64	0.093
15	0.044	40	0.069	65	0.094
16	0.045	41	0.070	66	0.095
17	0.046	42	0.071	67	0.096
18	0.047	43	0.072	68	0.097
19	0.048	44	0.073	69	0.098
20	0.049	45	0.074	70	0.099
21	0.050	46	0.075	71	0.100
22	0.051	47	0.076		
23	0.052	48	0.077		
24	0.053	49	0.078		
25	0.054	50	0.079		

1st Minute Surcharge: Company may assess a per call surcharge as follows: \$0.05, \$0.10, \$0.15, \$0.20, \$0.25, \$0.30, \$0.35, \$0.40, \$0.45, \$0.50, \$0.55, \$0.60, \$0.65, \$0.70, \$0.75, \$0.80, \$0.85, \$0.90, \$0.95, \$1.00, or equal to the charge for the first minute of use (the amount of the surcharge will vary by rate plan).

Payphone Compensation Surcharge: See Section 2.15

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Effective:

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Miami, FL 33131

**4 RATES AND CHARGES (CONT.)****4.5 Prepaid Phone Card Services (Cont.)****4.5.7 Unbundled Usage Program (Cont.)****Outbound Leg**

#	Rate	#	Rate	#	Rate
1	0.030	26	0.055	51	0.080
2	0.031	27	0.056	52	0.081
3	0.032	28	0.057	53	0.082
4	0.033	29	0.058	54	0.083
5	0.034	30	0.059	55	0.084
6	0.035	31	0.060	56	0.085
7	0.036	32	0.061	57	0.086
8	0.037	33	0.062	58	0.087
9	0.038	34	0.063	59	0.088
10	0.039	35	0.064	60	0.089
11	0.040	36	0.065	61	0.090
12	0.041	37	0.066	62	0.091
13	0.042	38	0.067	63	0.092
14	0.043	39	0.068	64	0.093
15	0.044	40	0.069	65	0.094
16	0.045	41	0.070	66	0.095
17	0.046	42	0.071	67	0.096
18	0.047	43	0.072	68	0.097
19	0.048	44	0.073	69	0.098
20	0.049	45	0.074	70	0.099
21	0.050	46	0.075	71	0.100
22	0.051	47	0.076		
23	0.052	48	0.077		
24	0.053	49	0.078		
25	0.054	50	0.079		

1st Minute Surcharge: Company may assess a per call surcharge as follows: \$0.05, \$0.10, \$0.15, \$0.20, \$0.25, \$0.30, \$0.35, \$0.40, \$0.45, \$0.50, \$0.55, \$0.60, \$0.65, \$0.70, \$0.75, \$0.80, \$0.85, \$0.90, \$0.95, \$1.00, or equal to the charge for the first minute of use (the amount of the surcharge will vary by rate plan).

Payphone Compensation Surcharge: See Section 2.15

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Miami, FL 33131

**4 RATES AND CHARGES (CONT.)****4.5 Prepaid Phone Card Services (Cont.)****4.5.8 Unbundled Usage Program Recharge**

Recharge					
#	Rate	#	Rate	#	Rate
1	0.030	26	0.055	51	0.080
2	0.031	27	0.056	52	0.081
3	0.032	28	0.057	53	0.082
4	0.033	29	0.058	54	0.083
5	0.034	30	0.059	55	0.084
6	0.035	31	0.060	56	0.085
7	0.036	32	0.061	57	0.086
8	0.037	33	0.062	58	0.087
9	0.038	34	0.063	59	0.088
10	0.039	35	0.064	60	0.089
11	0.040	36	0.065	61	0.090
12	0.041	37	0.066	62	0.091
13	0.042	38	0.067	63	0.092
14	0.043	39	0.068	64	0.093
15	0.044	40	0.069	65	0.094
16	0.045	41	0.070	66	0.095
17	0.046	42	0.071	67	0.096
18	0.047	43	0.072	68	0.097
19	0.048	44	0.073	69	0.098
20	0.049	45	0.074	70	0.099
21	0.050	46	0.075	71	0.100
22	0.051	47	0.076		
23	0.052	48	0.077		
24	0.053	49	0.078		
25	0.054	50	0.079		

Merchant Bank Surcharge (for Recharge/Activation billed to a credit card): \$7% of recharge amount

1st Minute Surcharge: Company may assess a per call surcharge as follows: \$0.05, \$0.10, \$0.15, \$0.20, \$0.25, \$0.30, \$0.35, \$0.40, \$0.45, \$0.50, \$0.55, \$0.60, \$0.65, \$0.70, \$0.75, \$0.80, \$0.85, \$0.90, \$0.95, \$1.00, or equal to the charge for the first minute of use (the amount of the surcharge will vary by rate plan).

Payphone Compensation Surcharge: See Section 2.15

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**4 RATES AND CHARGES (CONT.)****4.5 Prepaid Phone Card Services (Cont.)****4.5.9 Carrier Program**

Inbound Leg							
#	Rate	#	Rate	#	Rate	#	Rate
1	0.0030	26	0.0155	51	0.0280	76	0.0405
2	0.0035	27	0.0160	52	0.0285	77	0.0410
3	0.0040	28	0.0165	53	0.0290	78	0.0415
4	0.0045	29	0.0170	54	0.0295	79	0.0420
5	0.0050	30	0.0175	55	0.0300	80	0.0425
6	0.0055	31	0.0180	56	0.0305	81	0.0430
7	0.0060	32	0.0185	57	0.0310	82	0.0435
8	0.0065	33	0.0190	58	0.0315	83	0.0440
9	0.0070	34	0.0195	59	0.0320	84	0.0445
10	0.0075	35	0.0200	60	0.0325	85	0.0450
11	0.0080	36	0.0205	61	0.0330	86	0.0455
12	0.0085	37	0.0210	62	0.0335	87	0.0460
13	0.0090	38	0.0215	63	0.0340	88	0.0465
14	0.0095	39	0.0220	64	0.0345	89	0.0470
15	0.0100	40	0.0225	65	0.0350	90	0.0475
16	0.0105	41	0.0230	66	0.0355	91	0.0480
17	0.0110	42	0.0235	67	0.0360	92	0.0485
18	0.0115	43	0.0240	68	0.0365	93	0.0490
19	0.0120	44	0.0245	69	0.0370	94	0.0495
20	0.0125	45	0.0250	70	0.0375	95	0.0500
21	0.0130	46	0.0255	71	0.0380		
22	0.0135	47	0.0260	72	0.0385		
23	0.0140	48	0.0265	73	0.0390		
24	0.0145	49	0.0270	74	0.0395		
25	0.0150	50	0.0275	75	0.0400		

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Miami, FL 33131

**4 RATES AND CHARGES (CONT.)****4.5 Prepaid Phone Card Services (Cont.)****4.5.9 Carrier Program (Cont.)**

Outbound Leg							
#	Rate	#	Rate	#	Rate	#	Rate
1	0.0030	26	0.0155	51	0.0280	76	0.0405
2	0.0035	27	0.0160	52	0.0285	77	0.0410
3	0.0040	28	0.0165	53	0.0290	78	0.0415
4	0.0045	29	0.0170	54	0.0295	79	0.0420
5	0.0050	30	0.0175	55	0.0300	80	0.0425
6	0.0055	31	0.0180	56	0.0305	81	0.0430
7	0.0060	32	0.0185	57	0.0310	82	0.0435
8	0.0065	33	0.0190	58	0.0315	83	0.0440
9	0.0070	34	0.0195	59	0.0320	84	0.0445
10	0.0075	35	0.0200	60	0.0325	85	0.0450
11	0.0080	36	0.0205	61	0.0330	86	0.0455
12	0.0085	37	0.0210	62	0.0335	87	0.0430
13	0.0090	38	0.0215	63	0.0340	88	0.0465
14	0.0095	39	0.0220	64	0.0345	89	0.0470
15	0.0100	40	0.0225	65	0.0350	90	0.0475
16	0.0105	41	0.0230	66	0.0355	91	0.0480
17	0.0110	42	0.0235	67	0.0360	92	0.0485
18	0.0115	43	0.0240	68	0.0365	93	0.0490
19	0.0120	44	0.0245	69	0.0370	94	0.0495
20	0.0125	45	0.0250	70	0.0375	95	0.0500
21	0.0130	46	0.0255	71	0.0380		
22	0.0135	47	0.0260	72	0.0385		
23	0.0140	48	0.0265	73	0.0390		
24	0.0145	49	0.0270	74	0.0395		
25	0.0150	50	0.0275	75	0.0400		

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**4 RATES AND CHARGES (CONT.)****4.6 Travel Card Service**

Day/Evening/Night/Weekend/Holiday									
#	Rate	#	Rate	#	Rate	#	Rate	#	Rate
1	0.085	26	0.110	51	0.135	76	0.160	101	0.185
2	0.086	27	0.111	52	0.136	77	0.161	102	0.186
3	0.087	28	0.112	53	0.137	78	0.162	103	0.187
4	0.088	29	0.113	54	0.138	79	0.163	104	0.188
5	0.089	30	0.114	55	0.139	80	0.164	105	0.189
6	0.090	31	0.115	56	0.140	81	0.165	106	0.190
7	0.091	32	0.116	57	0.141	82	0.166	107	0.191
8	0.092	33	0.117	58	0.142	83	0.167	108	0.192
9	0.093	34	0.118	59	0.143	84	0.168	109	0.193
10	0.094	35	0.119	60	0.144	85	0.169	110	0.194
11	0.095	36	0.120	61	0.145	86	0.170	111	0.195
12	0.096	37	0.121	62	0.146	87	0.171	112	0.196
13	0.097	38	0.122	63	0.147	88	0.172	113	0.197
14	0.098	39	0.123	64	0.148	89	0.173	114	0.198
15	0.099	40	0.124	65	0.149	90	0.174	115	0.199
16	0.100	41	0.125	66	0.150	91	0.175	116	0.200
17	0.101	42	0.126	67	0.151	92	0.176		
18	0.102	43	0.127	68	0.152	93	0.177		
19	0.103	44	0.128	69	0.153	94	0.178		
20	0.104	45	0.129	70	0.154	95	0.179		
21	0.105	46	0.130	71	0.155	96	0.180		
22	0.106	47	0.131	72	0.156	97	0.181		
23	0.107	48	0.132	73	0.157	98	0.182		
24	0.108	49	0.133	74	0.158	99	0.183		
25	0.109	50	0.134	75	0.159	100	0.184		

Set-Up Fee: up to \$50.00 per Customer

Monthly Recurring Charge: up to \$10.00 per Customer

Payphone Compensation Surcharge: See Section 2.15

**4.7 Directory Assistance Service**

Per call: \$0.85

Issued: January 23, 1998

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Issued By: Ronald Tolliver, President  
444 Brickell Avenue, Suite 650  
Miami, FL 33131

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**4 RATES AND CHARGES (CONT.)****4.8 Exemptions and Special Rates****4.8.1 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf ("TDD") by Customers using Company's Switched Outbound Direct Dial Service, Dedicated Outbound Service, Switched Inbound Service, Dedicated Inbound Service, or Travel Card Service, who are 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 calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

- (A) The credit to be given on a subsequent invoice 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 invoice for such calls placed by TDDs with the assistance of a relay center will be equal to 50% of the rate for the applicable rate period. If either the calling party or the called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60% of the applicable rate.

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Miami, FL 33131

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**4 RATES AND CHARGES (CONT.)****4.8 Exemptions and Special Rates (Cont.)****4.8.2 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. The Company will only handle these calls if the calling party dials all of the digits to route and invoice the call. Credit will be given for any invoiced charges pursuant to this exemption on a subsequent invoice after verified notification by the invoiced Customer within thirty (30) days of invoicing.

**4.8.3 Directory Assistance for Handicapped Customers**

There shall be no charge for up to fifty (50) calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of fifty (50) within a billing cycle.

**4.8.4 Operator Assistance for Handicapped Customers**

Operator station surcharges will be waived for operator assistance to a caller who identifies himself or herself as being handicapped and unable to dial the call because of the handicap.

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444 Brickell Avenue, Suite 650  
Miami, FL 33131

PCSi  
Division of Turn 4 Communications, Inc.  
500 Grapevine Highway, Suite 300  
Hurst, Texas 76054-2708

January 27, 1998

Florida Public Service Commission  
Division of Administration, Room G-50  
101 East Gaines Street  
Tallahassee, Florida 32399-0850

DEPOSIT                      DATE  
**D697<sup>00</sup>**                      JAN 29 1998

RE: Application by iTELSA (USA), Inc.

980149-TI

Dear Sir or Madam:

Please find enclosed an original and six copies of iTELSA (USA), Inc.'s application for authority to provide interexchange telecommunications service within the State of Florida.

Please date-stamp the attached copy of this letter and return it in the self-addressed stamped envelope. If I can be of any assistance, contact me at 817-281-4727. Thanks for your help.

Sincerely,

PCSi  
Consultant to iTELSA (USA), Inc.



Andrew Kang  
Regulatory Counsel

RECEIVED  
JAN 29 7 53 AM '98  
ADMINISTRATIVE  
MAIL ROOM

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

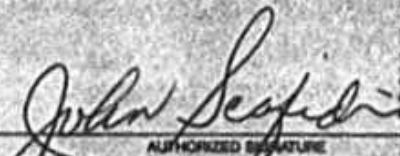
INTERACTIVE TELECARD SERVICES, INC.  
444 BRICKELL AVE., SUITE 650  
MIAMI, FL 33131

NORTHERN TRUST BANK  
OF FLORIDA N.A.  
63-665/660 10

962883

CHECK NO.                      DATE                      AMOUNT  
962883                      Jan 26, 1998                      \*\*\*\*\*\$250.00

PAY Two Hundred Fifty and 0/100 Dollars  
TO THE ORDER OF Florida PSC



AUTHORIZED SIGNATURE

DOCUMENT NUMBER  
JAN 29 1998  
FFSC-RECORDS/REPORTING