

HARBOR CONSULTING GROUP INC.

REGULATORY CONSULTANTS

4312 92ND AVENUE NORTHWEST
GIG HARBOR WASHINGTON 98335

TELEPHONE 253 265 1010
FACSIMILE 253 265 3912
E-MAIL hgpt@fwelink.com

VIA OVERNIGHT DELIVERY

November 17, 1998

DEPOSIT

DATE

DOSS

NOV 18 1998

Florida Public Service Commission
Division of Records and Reporting
Capital Circle Office Center
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RE: Promise-Net International, Ltd. - Application for Original Authority

Dear Sir or Madam:

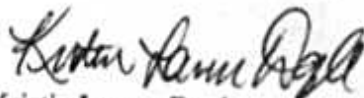
Enclosed are an original and twelve (12) copies of Promise-Net International, Ltd.'s Application for Original Authority to Provide Interexchange Telecommunications Services within the State of Florida, including the \$250.00 filing fee. This application is filed in accordance with Chapter 25-24, Section 25-24.471, Rules of the Florida Public Service Commission.

Pursuant to Rule 25-22.006(5)(a), also enclosed is Promise-Net International, Ltd.'s Motion for Protective Order for the company's financial statements, which are filed under protective seal, accordingly.

Please acknowledge receipt of this filing by file-stamping and returning the extra copy of the first page of the Application in the self-addressed, stamped envelope provided for this purpose. Questions concerning this filing may be directed to me.

Sincerely,

for Harbor Consulting Group, Inc.



Kristin Larson Doyle

Enclosures

cc: Promise-Net International, Ltd.

RECEIVED
DIVISION OF RECORDS AND REPORTING
FLORIDA PUBLIC SERVICE COMMISSION
98 NOV 18 AM 10:12
MAIL ROOM

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

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:

In the Matter of the Application)
of Promise-Net International, Ltd.)
for Original Authority to Provide)
Interexchange Telecommunications)
Services Within the State of Florida)

No. _____

APPLICATION FOR AUTHORITY

Promise-Net International, Ltd. ("Applicant"), pursuant to Chapter 25-24, Section 25-24.471, Rules of the Florida Public Service Commission, hereby files an Application for Original Authority to Provide Interexchange Telecommunications Services within the State of Florida ("Application") with the Florida Public Service Commission ("Commission"). In support of its Application, Applicant provides the following information in accordance with Florida Public Service Commission Form PSC/CMU 31 (12/96):

1 and 2. Applicant requests Original Authority to operate as an interexchange telecommunications company providing a variety of inbound and outbound long-distance telecommunications services within the State of Florida, including "1 plus" and "800" services, as well as prepaid and postpaid calling card services. As a switchless non-facilities-based provider of long-distance interexchange telecommunications services, Applicant does not require construction of its own facilities, nor does it have plans to construct telecommunications facilities of its own.

3. Applicant's legal name is Promise-Net International, Ltd.

4. Applicant will be doing business as Promise-Net International, Ltd.

5 and 6. Applicant will not have a Florida office, nor maintain employees in the State of Florida. All of Applicant's operations will be directed from Applicant's national office. Applicant's principal business address is:

DOCUMENT NUMBER-DATE

12903 NOV 18 88

FPSC-RECORDS/REPORTING

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

In the Matter of the Application)
of Promise-Net International, Ltd.)
for Original Authority to Provide) No. _____
Interexchange Telecommunications)
Services Within the State of Florida)

APPLICATION FOR AUTHORITY

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1 and 2. Applicant requests Original Authority to operate as an interexchange telecommunications company providing a variety of inbound and outbound long-distance telecommunications services within the State of Florida, including "1 plus" and "800" services, as well as prepaid and postpaid calling card services. As a switchless non-facilities-based provider of long-distance interexchange telecommunications services, Applicant does not require construction of its own facilities, nor does it have plans to construct telecommunications facilities of its own.

3. Applicant's legal name is Promise-Net International, Ltd.

4. Applicant will be doing business as Promise-Net International, Ltd.

5 and 6. Applicant will not have a Florida office, nor maintain employees in the State of Florida. All of Applicant's operations will be directed from Applicant's national office. Applicant's principal business address is:

2671 Centerville Highway
Snellville, Georgia 30078

Telephone: 770.985.7302
Facsimile: 770.985.3312

7. Applicant is a privately-held corporation incorporated under the laws of the State of Georgia on May 1, 1998. Applicant's Articles of Incorporation are submitted as **Exhibit A**.

8. Not applicable.

9. (a) Proof from the Florida Secretary of State that the Applicant has authority to operate in Florida will be late-filed as **Exhibit B**.

(b) The name and address of the Applicant's Florida registered agent are:

CT Corporation System
1200 South Pine Island Road
Plantation, Florida 33324

(c)(1) No officers, directors or any of the ten largest shareholders have been adjudged bankrupt, mentally incompetent or found guilty of a felony or of any crime. No proceedings are pending against any officers, directors or shareholders that may result in such a finding.

(c)(2) The previous involvement of Applicant's officers and directors in a Florida certificated telephone company is listed in **Exhibit D**.

10. (a and c) Correspondence and communications concerning this Application and Tariff should be directed to Applicant's regulatory consultant:

Ms. Kristin Doyle
c/o Harbor Consulting Group, Inc.
4312 92nd Avenue Northwest
Gig Harbor, Washington 98335

Telephone: 253.265.3910
Facsimile: 253.265.3912

as **Exhibit C**, demonstrate that Applicant has the financial viability to provide telecommunications services in the State of Florida. As a non-facilities-based provider of resold intrastate long-distance telecommunications services, Applicant does not require construction of its own facilities or have plans to construct facilities. Therefore, Applicant requires no additional capitalization or financing, nor does it expect to incur other than incremental service expenses to provide intrastate service in Florida.

(b) A summary of Applicant's management experience is attached as **Exhibit D**.

(c) Applicant's technical ability to provide service is entirely dependent on that of its underlying carriers, TeleHub and USLD/LCI

19. Applicant's proposed tariff is attached hereto as **Exhibit E**.

20. Applicant is a value-added, non-facilities-based provider of resold MTS interexchange telecommunications services. Applicant proposes to provide resold inbound and outbound interexchange telecommunications services for the direct transmission and reception of voice and data between locations throughout the State of Florida, including "1 plus" and "800" services, as well as prepaid and postpaid calling card services.

Applicant's services will be available to subscribers twenty-four hours per day, seven days per week, at rates, terms and conditions established by Applicant. Applicant will offer directory assistance for the exclusive use of its customers. Applicant does not propose to offer alternative operator services or directory assistance. All network facilities are the property of, and controlled by, Applicant's underlying carriers. Applicant assumes full responsibility for marketing and sales, billing and customer service functions.

Applicant seeks to provide long-distance services at rates that are competitive with those of other interexchange carriers providing interexchange service in the State of Florida. Rates,

21. For "1 plus" long distance services, customers dial "1" plus the number to be called in order to complete a call. In the case of "800" services, the caller simply dials the customer's assigned toll-free number. For calling card services, the caller dials a toll-free number followed by the number to be called and the appropriate personal identification number.

22. Commission approval of the instant Application will enable Applicant to offer the following long-term benefits to the public:

- (a) greater value to subscribers through lower-priced, better quality services;
- (b) innovative telecommunications services, including the Promise Net Business Card Calling Card;
- (c) increased consumer choice in telecommunications service and alternative billing options;
- (d) efficient use of existing telecommunications resources, as well as increased diversification and reliability in the supply of telecommunications services; and
- (e) an additional tax revenue source for the State of Florida.

In addition, by utilizing existing carrier communications facilities, Applicant's service will further promote more efficient use of those facilities, and provide greater revenues for local exchange carriers.

Applicant will comply with all the rules and regulations of the Commission and will respond to any Commission request for further information or evidence regarding Applicant's proposed services.

WHEREFORE, Promise-Net International, Ltd. respectfully requests that the Florida Public Service Commission grant it Original Authority to operate as a reseller of telecommunications services within the State of Florida.

Respectfully submitted this 5 day of October, 1998.

Promise-Net International, Ltd.

By: 

Ara Kalpak
President
2671 Centerville Highway
Snellville, Georgia 30078

Telephone: 770.985.7302
Facsimile: 770.985.3312

Harbor Consulting Group Inc.
4312 92nd Avenue Northwest
Gig Harbor, Washington 98335

Telephone: 253.265.3910
Facsimile: 253.265.3912

Applicant's Regulatory Consultants

APPLICANT ACKNOWLEDGMENT STATEMENT

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment of \$50.00 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all 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 telephone 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."

Respectfully submitted this 5th day of October, 1998.

Promise-Net International, Ltd.

By: 

Ara Kalpak
President
2671 Centerville Highway
Snellville, Georgia 30078

Telephone: 770.985.7302
Facsimile: 770.985.3312

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

In the Matter of the Application)
of Promise-Net International, Ltd.)
for Original Authority to Provide) No. _____
Interexchange Telecommunications)
Services Within the State of Florida)

LIST OF EXHIBITS AND APPENDICES

EXHIBIT A	ARTICLES OF INCORPORATION
EXHIBIT B	CERTIFICATE OF AUTHORITY
EXHIBIT C	FINANCIAL STATEMENTS
EXHIBIT D	MANAGEMENT EXPERIENCE
EXHIBIT E	PROPOSED TARIFF
APPENDIX A	CERTIFICATE TRANSFER STATEMENT
APPENDIX B	CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
APPENDIX C	INTRASTATE NETWORK
APPENDIX D	FLORIDA TELEPHONE EXCHANGES

Secretary of State
Corporations Division
Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER: 9817311
EFFECTIVE DATE: 05/01/1998
COUNTY : GWINNETT
REFERENCE : 0047
PRINT DATE : 05/06/1998
FORM NUMBER : 311

DAVID H. ROBERTSON
2945 WEST MAIN STREET
SNELLVILLE GA 30078

CERTIFICATE OF INCORPORATION

I, Lewis A. Massey, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that

PROMISE-NET INTERNATIONAL, LTD.
A DOMESTIC-PROFIT-CORPORATION

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Lewis A. Massey
LEWIS A. MASSEY
SECRETARY OF STATE

IN WITNESS WHEREOF, the undersigned executes these Articles of Incorporation.



DAVID H. ROBERTSON

David H. Robertson
D.H. Robertson & Associates, P.C.
2945 West Main Street
Snellville, GA 30078
(770) 736-5182

SECRETARY OF STATE
May 1 2 53 PM '90
D...



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

November 2, 1998

CT CORPORATION SYSTEM

Qualification documents for PROMISE-NET INTERNATIONAL, LTD., INC. were filed on November 2, 1998 and assigned document number F98000006072. Please refer to this number whenever corresponding with this office.

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

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

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

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

Jennifer Sindt
Document Examiner
Division of Corporations

Letter Number: 998A00053409

EXHIBIT B

CERTIFICATE OF AUTHORITY
(Attached)

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and addresses of officers and/or directors:

A. DIRECTORS

Chairman: Ara Kalpak

Address: 2671 Centerville Highway

Snellville, Georgia 30078

Vice Chairman: _____

Address: _____

Director: _____

Address: _____

Director: _____

Address: _____

B. OFFICERS

President: Ara Kalpak

Address: 2671 Centerville Highway

Snellville, Georgia 30078

Vice President: Burl Sheppard

Address: 2671 Centerville Highway

Snellville, Georgia 30078

Secretary: Ara Kalpak

Address: 2671 Centerville Highway

Snellville, Georgia 30078

Secretary of State
Corporations Division
315 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

DOCKET NUMBER : 982950921
CONTROL NUMBER : 9817311
DATE INC/AUTH/FILED: 05/01/1998
JURISDICTION : GEORGIA
PRINT DATE : 10/22/1998
FORM NUMBER : 211

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 NOV -2 PM 1:02

C T CORPORATION SYSTEM
ATTN: JANE L. ROWELL
1201 PEACHTREE ST NE STE 1240
ATLANTA GA 30361

CERTIFICATE OF EXISTENCE

I, Lewis A. Massey, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

**PROMISE-NET INTERNATIONAL, LTD.
A DOMESTIC PROFIT CORPORATION**

was formed in the jurisdiction stated above or was authorized to transact business in Georgia on the above date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation, or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up, or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Lewis A. Massey
LEWIS A. MASSEY
SECRETARY OF STATE



SECTION 2 - RULES AND REGULATIONS, Continued

2.10. PAYMENTS AND BILLING, Continued

- 2.10.5. Billing disputes should be addressed to Company's customer service organization via telephone to 888.492.6815 or 888.693.0990. Customer service representatives are available from 6:00 AM to 12 AM Central Time. Messages may be left for Customer Services from 12 AM to 5:59 AM Central Time, which will be answered on the next business day, unless in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.
- 2.10.6. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
 - B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Florida Public Service Commission for its investigation and decision.

The address and telephone numbers of the Commission are:

Florida Public Service Commission
Division of Consumer Affairs
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Telephone Number: 904.413.6100
Toll-free Number: 800.342.3552

2.11. CANCELLATION BY CUSTOMER

- 2.11.1. Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation.

Issued: November 17, 1998

Effective Date:

Issued By:

Ara F. Kalpak
Promise-Net International, Ltd.
2671 Centerville Highway
Snellville, Georgia 30078
770.985.7302

SECTION 2 - RULES AND REGULATIONS, Continued

2.12. CANCELLATION BY COMPANY, Continued

- 2.12.2. Company may discontinue service according to the following conditions upon five (5) days' notice:
- A. For violation of Company's filed tariffs or Commission regulations; or
 - B. For the non-payment of any proper charge as provided by Company's Tariff; or
 - C. For Customer's breach of the contract for service with Company.
- 2.12.3. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.
- 2.12.4. The Company may refuse to permit collect calling, calling card and third-number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

2.13. INTERCONNECTION

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

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SECTION 2 - RULES AND REGULATIONS, Continued

2.14. DEPOSITS

The Company does not require a deposit from the Customer.

2.15. ADVANCE PAYMENTS

For Customers whom the Company believes an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the Customer's next month's charges, and, if necessary, a new advance payment will be collected for the next month.

2.16. CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

2.17. TAXES

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

2.18. UNCERTIFICATED RESALE PROHIBITED

Resale of any tariffed service appearing herein by uncertificated resellers is strictly prohibited. Applicable services may be resold only by companies authorized by the Florida Public Service Commission to provide intrastate telecommunications services, in accordance with the Commission's rules. The Company requires proof of certification in the form of a Telephone Certificate of Public Convenience and Necessity, or a copy thereof, prior to providing services for resale.

Issued: November 17, 1998

Effective Date:

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Snellville, Georgia 30078
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SECTION 3 - DESCRIPTION OF SERVICE**3.1. TIMING OF CALLS**

- 3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's network. Usage begins when the called party picks up the receiver, i.e. when any two-way communication, often referred to as "conversation time" is possible). When the called party picks up is determined by hardware supervision in which the local telephone company sends a signal to the carrier's switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when either the called or calling party hangs up.
- 3.1.2. The minimum call duration for billing purposes for all services except calling card service is eighteen (18) seconds with six (6) second billing increments thereafter. Minimum call duration for calling cards is sixty (60) seconds with six (6) second billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.
- 3.1.5. Rates do not vary according to mileage between originating and terminating points of the call.

3.2. MINIMUM CALL COMPLETION RATE

Customers can expect a call completion rate of not less than ninety (90) percent during peak use periods for all Feature Group D Equal Access "1 plus" services. The call completion rate is calculated as the number of call completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

Issued: November 17, 1998

Effective Date:

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.3 PROMISE-NET INTERNATIONAL, LTD. TELECOMMUNICATIONS SERVICES

3.3.1. The rate for Company's service is based on the following factors and the rate groups defined in Section 3.5 of this Tariff:

- A. The monthly billing volume;
- B. The duration of the call; and
- C. The type of service subscribed to.

The Company's rates are not mileage-sensitive.

3.3.2. **One Plus Service** is a switched or dedicated access service, offering users outbound "1 plus" long distance telecommunications services from points originating and terminating in the State of Florida.

3.3.3. **800 Service** is a switched or dedicated access service, offering users inbound, toll free "800" number, long distance telecommunications services from points originating and terminating in the State of Florida. This service enables the caller to contact the Customer without incurring toll charges, through the use of an assigned "800" number. The Customer pays for the call.

3.3.4. **"Promise Card" Calling Card Service** permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch tone phone in the U.S. by dialing a toll free "800" number and entering a personal identification code, followed by the desired telephone number. Calling card calls are billed at the Applicant's tariffed rates and appear on the Customer's monthly long-distance bill.

Issued: November 17, 1998

Issued By:

Ara F. Kalpak
Promise-Net International, Ltd.
2671 Centerville Highway
Snellville, Georgia 30078
770.985.7302

Effective Date:

SECTION 4 - RATES**4.1. SERVICE CHARGES**

Service charges per account are based on the following schedules:

4.1.1. Switched Access Services**A. One Plus Service**

<u>Rate Group</u>	<u>Initial 18 seconds</u>	<u>Additional 6 seconds</u>
Group A (001)	\$0.01680	\$0.00560
Group A (002)	\$0.01890	\$0.00630
Group A (003)	\$0.02100	\$0.00700
Group A (008)	\$0.01878	\$0.00626
Group A (009)	\$0.02040	\$0.00680
Group A (010)	\$0.02286	\$0.00762
Group B (011)	\$0.01878	\$0.00626
Group C (012)	\$0.01458	\$0.00486
Group C (018)	\$0.01950	\$0.00650
Group C (019)	\$0.02220	\$0.00740
Group C (020)	\$0.01950	\$0.00650
Group C (021)	\$0.02220	\$0.00740
Group C (022)	\$0.02100	\$0.00700
Group D (014)	\$0.02727	\$0.00909
Group D (015)	\$0.02370	\$0.00790
Group D (016)	\$0.02670	\$0.00890
Group D (017)	\$0.02970	\$0.00990

Group A: Monthly service charge of \$2.00 for customers under \$18.00 of billable usage. Customers having a high volume commitment from their Agents will receive a \$1.00 discount.

Group B: Monthly service charge of \$2.00 for customers under \$18.00 of billable usage.

Group D: Monthly service charge of \$2.00.

Issued: November 17, 1998

Effective Date:

Issued By:

Ara F. Kalpak
Promise-Net International, Ltd.
2671 Centerville Highway
Snellville, Georgia 30078
770.985.7302

SECTION 4 - RATES, Continued**4.1. SERVICE CHARGES, Continued****4.1.1. Switched Access Services, Continued****B. 800 Service**

<u>Rate Group</u>	<u>Initial 18 seconds</u>	<u>Additional 6 seconds</u>
Group A (001)	\$0.01680	\$0.00560
Group A (002)	\$0.01890	\$0.00630
Group A (003)	\$0.02100	\$0.00700
Group A (008)	\$0.01878	\$0.00626
Group A (009)	\$0.02040	\$0.00680
Group A (010)	\$0.02286	\$0.00762
Group B (011)	\$0.01878	\$0.00626
Group C (012)	\$0.01458	\$0.00486
Group C (018)	\$0.01950	\$0.00650
Group C (019)	\$0.02220	\$0.00740
Group C (020)	\$0.01950	\$0.00650
Group C (021)	\$0.02220	\$0.00740
Group C (022)	\$0.02100	\$0.00700
Group D (014)	\$0.02727	\$0.00909
Group D (015)	\$0.02370	\$0.00790
Group D (016)	\$0.02670	\$0.00890
Group D (017)	\$0.02970	\$0.00990

A recurring monthly charge of \$1.00 is billed for each inbound "800" number.

A \$0.36 surcharge will apply to all calls initiated from a pay telephone.

Issued: November 17, 1998

Issued By:

Effective Date:

Ara F. Kalpak
Promise-Net International, Ltd.
2671 Centerville Highway
Snellville, Georgia 30078
770.985.7302

SECTION 4 – RATES, Continued**4.1. SERVICE CHARGES, Continued****4.1.2. Dedicated Access Services**

Dedicated access services are designed for Customers with high traffic volumes, whose traffic volumes justify the additional costs of dedicated access facilities. Customers must experience a minimum of \$1,200.00 of monthly calling to qualify for dedicated access services. Dedicated facilities may be provided by the Customer or through the Company and are billed by the underlying local service provider under its access tariffs.

A. Dedicated One Plus Service

<u>Rate Group</u>	<u>Initial 18 seconds</u>	<u>Additional 6 seconds</u>
Group A	\$0.0126	\$0.004200
Group B	\$0.0132	\$0.004375

There is a \$5.00 per month service charge per account. (Plus monthly recurring charge on T-1's per T based on mileage.)

B. Dedicated Access 800 Service

<u>Rate Group</u>	<u>Initial 18 seconds</u>	<u>Additional 6 seconds</u>
Group A	\$0.0144	\$0.0048.
Group B	\$0.0150	\$0.0050

Issued: November 17, 1998

Issued By:

Effective Date:

Ara F. Kalpak
Promise-Net International, Ltd.
2671 Centerville Highway
Snellville, Georgia 30078
770.985.7302

SECTION 4 – RATES, Continued**4.1. SERVICE CHARGES, Continued****4.1.3. Calling Card Service**

Calling card charges are billed in six (6) second increments with a sixty (60) second minimum per call.

<u>Rate Group</u>	<u>Initial 60 seconds</u>	<u>Additional 6 seconds</u>
Group A	\$0.1590	\$0.0159
Group B	\$0.1690	\$0.0169
Group C	\$0.1790	\$0.0179

A \$0.36 surcharge will apply to all calls initiated from a pay telephone.

4.1.4. "Promise Card" Prepaid Calling Card Service

Calling card charges are billed in six (6) second increments with a sixty (60) second minimum per call.

	<u>Initial 60 seconds</u>	<u>Additional 6 seconds</u>
Promise Card	\$0.1590	\$0.0159

A \$0.36 surcharge will apply to all calls initiated from a pay telephone.

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SECTION 4 – RATES, Continued**4.1. SERVICE CHARGES, Continued****4.1.5. Access Surcharge**

A monthly Access Surcharge will apply to each presubscribed line on a Customer's account.

Business Customers	Primary Business Line	\$0.53
	Secondary Business Line	\$2.75
Residential Customers	Primary Residential Line	\$0.53
	Secondary Residential Line	\$1.50

4.1.6. Directory Assistance

The Company provides Directory Assistance as an ancillary service exclusively to its customers. Directory Assistance is accessible by dialing "1", the area code of the desired number and "555-1212".

Directory Assistance, per call	\$0.99
--------------------------------	--------

4.1.7. Late Payment Charge

Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, and may be subject to additional collection agency fees.

4.1.8. Returned Check Charge

A charge of \$20.00 or five (5) percent of the amount of the check, whichever is greater, will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

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SECTION 4 – RATES, Continued**4.1. SERVICE CHARGES, Continued****4.1.9. Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

4.2. SPECIAL RATES FOR THE HANDICAPPED**4.2.1. Directory Assistance**

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.

4.2.2. Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

4.2.3. Telecommunications Relay Service

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

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Effective Date:

APPENDIX A
CERTIFICATE TRANSFER STATEMENT

Not applicable.

APPENDIX B

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
(Attached)

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

Applicant will not collect deposits nor will it collect payments for service more than one month in advance.

Respectfully submitted this 5th day of October, 1998.

Promise-Net International, Ltd.

By: 

Ara Kalpak

President

2671 Centerville Highway

Snellville, Georgia 30078

Telephone: 770.985.7302

Facsimile: 770.875.3312

APPENDIX C

INTRASTATE NETWORK
(Attached)

INTRASTATE NETWORK

1. - 3.

Applicant owns no network transmission facilities or switching equipment. Technical services are provided by Applicant's underlying carriers.

4. ORIGINATING SERVICE

Applicant's subscribers may originate calls from any dual tone, multi-frequency telephone in the State of Florida.

5. TRAFFIC RESTRICTIONS

Applicant does not hold itself out to provide intraEAEA service. Applicant offers resold MTS service. Any incidental intraEAEA call would, therefore, be provided over Applicant's underlying carriers' resold MTS facilities, authorized under 25-24.471, Application for Certificate (4)(a) of the Florida Public Service Commission Rules. IntraEAEA calls should, however, be routed via the local exchange carrier.

6. CURRENT FLORIDA INTRASTATE SERVICES

Applicant has not previously provided intrastate telecommunications in Florida.

Respectfully submitted this 5th day of OCTOBER, 1998.

Promise-Net International, Ltd.

By: 

Ara Kalpak
President
2671 Centerville Highway
Snellville, Georgia 30078

Telephone: 770.985.7302
Facsimile: 770.985.3312

APPENDIX D

FLORIDA TELEPHONE EXCHANGES
(Attached)

FLORIDA TELEPHONE EXCHANGES

Applicant will provide service from any dual tone, multi-frequency telephone in the State of Florida (Please see response to **Exhibit E**, above.)

Respectfully submitted this 5th day of October, 1998.

Promise-Net International, Ltd.

By: 

Ara Kalpak
President
2671 Centerville Highway
Snellville, Georgia 30078

Telephone: 770.985.7302

Facsimile: 770.985.3312

VERIFICATION OF FINANCIAL STATEMENTS


STATE OF GEORGIA)
) ss.
COUNTY OF GWINNETT)

I, Ara Kalpak, being first duly sworn and deposed, state that I am President of Promise-Net International, Ltd., the Applicant in this matter, and am authorized to make this verification; that I have read the foregoing financial statements and know the contents thereof; and as to those matters that are therein stated on information or belief, I believe them to be true.



Ara Kalpak

Subscribed and sworn to before me this 5th day of October 1998.



Notary Public in and for the State of Georgia,

residing at: _____

2502 Rosebud Rd

Grayson, GA 30017

My Commission Expires _____

Notary Public, Gwinnett County, Georgia
My Commission Expires August 28, 2002

EXHIBIT D

MANAGEMENT EXPERIENCE
(Attached)

MANAGEMENT TEAM

PROMISE-NET INTERNATIONAL, LTD.

Ara Kalpak, President

Ara Kalpak has thirty years of experience in the financial industry. He is well versed in the specialized field of securities, insurance and financial management.

Accomplishments:

- * Graduate of University of Georgia with a bachelor's degree in education.
- * President of American Insurance Associates, Inc.
- * Vice President and Agency Director for Southern Educators Life Insurance Company.
- * National Sales Director for Primerica Financial Services..
- * SEC Licensed Securities and Insurance Representative
- * President of StarTouch International, Inc., a telecommunications company specializing in unified messaging and one number technology.

Burl Sheppard, Vice President

Burl Sheppard has sixteen years of experience in the telecommunications industry both domestic and international. He is well versed in all aspects of business management and telecommunication services and products. In addition, he is experienced in the specialized field of regulatory tariff filings and FCC laws and regulations.

Accomplishments:

- * Supervised AT&T's "Reach Out" world programs employing a staff of over 1400 employees.
- * Founder and President of BSN USA/BSN marketing of Florida which distributed AT&T network software and services (SDN & DSN).

- * President of ICG, Inc., a company specializing in regulatory tariff filings on behalf of major corporate clients.

- * President of WorldNova ComNet, Inc., a company specializing in regulatory tariff filings, carrier to carrier relationships, domestic and international long distance rates, enhanced service platforms, internet service provisioning, tandem switching, and dedicated switch services.

- * President of Promise Net, Inc., a marketing company for advanced telecommunication and internet technology.

James Newton, Systems Operations Director

James Newton has a bachelor's degree in business administration and project management. He is specialized in network operations.

Network Engineer:

- * Design and implement multi-city wide area networks.
- * Design and implement multi-server multi-workstation local area networks.
- * LAN/WAN access.
- * Installation and configuration of servers, workstations, routers, modem pools, CSU/DSU's and all applicable software required.
- * Installation of network peripherals, frame relay and analog line connectivity.

Network Administrator

- * Design and implement system wide disaster recovery plan.
- * Scheduling and maintaining system backups.
- * User technical support and training

Webmaster

- * HTML, CFML web page design and implementation.
- * ODBC, crystal reports and spread sheet compilation.
- * Intranet office automation implementation.

Production/Inventory Control Management

- * Assisted in MRP system design and implementation.
- * Facilitate production and support teams.
- * Establish monthly sales plans based on customer delivery requirements.

EXHIBIT E

PROPOSED TARIFF
(Attached)

TELECOMMUNICATIONS TARIFF

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by Promise-Net International, Ltd. within the State of Florida. This Tariff is on file with the Florida Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business: 2671 Centerville Highway, Snellville, Georgia.

Issued: November 17, 1998

Effective Date:

Issued By:

Ara F. Kalpak
Promise-Net International, Ltd.
2671 Centerville Highway
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770.985.7302

CHECK SHEET

The Sheets 1 through 29 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29	Original
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

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EXPLANATION OF SYMBOLS

- (D) To signify **deleted or discontinued** rate, regulation or condition
- (I) To signify a change resulting in an **increase** to a Customer's bill
- (M) To signify that material has been **moved from** another Tariff location
- (N) To signify a **new** rate, regulation condition or sheet
- (R) To signify a change resulting in a **reduction** to a Customer's bill
- (T) To signify a change in **text** but no change to rate or charge

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Effective Date:

TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the heading of each sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Sheets** - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the sheets contained in the Tariff with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Called Station:

The terminating point of a call (i.e., the called number).

Calling Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Commission:

Florida Public Service Commission

Company:

Promise-Net International, Ltd.

Credit Card:

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Customer:

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

Dedicated Access:

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station or the Company's operator.

Subscriber:

See "Customer" definition.

"800" Number:

An interexchange service offered pursuant to this Tariff for which the called party is assigned a unique 800-NXX-XXXX or 888-NXX-XXXX or 887-NXX-XXXX number, or any other NPA, and is billed for calls terminating at that number.

Issued: November 17, 1998

Issued By:

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Effective Date:

SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Florida.
- 2.1.2. Company is a non-facilities-based provider of resold interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport, and termination services provided by interexchange carriers.
- 2.1.4. Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.5. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

2.2. LIMITATIONS OF SERVICE

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.

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Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued

2.2. LIMITATIONS OF SERVICE, Continued

- 2.2.2. Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this Tariff or the Commission rules.
- 2.2.3. 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.
- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.3. USE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.3. USE, Continued

- 2.3.3. Application for service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

2.4. LIABILITIES OF THE COMPANY

- 2.4.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have thirty (30) days. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.
- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3. Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

2.4.4. Company shall be indemnified and held harmless by the Customer against:

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
- B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
- C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

2.4.5. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

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

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.7. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.8. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.9. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Florida law. The Company shall not be responsible for claims made outside the 30 day period. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.

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Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.10. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

2.5. INDEMNITY

Subject to the limitations of liability set forth in Section 2.4 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all claims to the extent that such claims were proximately caused by any negligent or willful act or omission by the party from whom indemnity is sought, or by the agents, employees, subcontractors or assignees of the party from whom indemnity is sought, in connection with use of the Services. The indemnifying party under this Section shall defend the other at the other's request against any such claim. The party seeking indemnification under this Section must notify the other promptly of written claims or demands for which the indemnifying party may be responsible. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal, provided it pays the cost of any required appeal bond, compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

2.6. FULL FORCE AND EFFECT

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.7. INTERRUPTION OF SERVICE**

- 2.7.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, the negligence of the Customer, or the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company immediately of any interruption of service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any equipment furnished by the Customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the Customer does not provide access to the Company for such restoration work.
- 2.7.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than twenty-four (24) hours after the Customer notifies the Company.
- 2.7.3. The subscriber shall be credited for an interruption of twenty-four (24) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $Credit - (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

- 2.7.4 Credits for interruptions of service for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff.

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Ara F. Kalpak
Promise-Net International, Ltd.
2671 Centerville Highway
Snellville, Georgia 30078
770.985.7302

HARBOR CONSULTING GROUP INC.

REGULATORY CONSULTANTS

4312 92ND AVENUE NORTHWEST
GIG HARBOR WASHINGTON 98335

TELEPHONE: 253.265.3910
FACSIMILE: 253.265.3912
E-MAIL: hrgi@twlink.com

VIA OVERNIGHT DELIVERY

November 17, 1998

DEPOSIT DATE
D O S S NOV 18 1998

Florida Public Service Commission
Division of Records and Reporting
Capital Circle Office Center
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RE: Promise-Net International, Ltd. - Application for Original Authority

Dear Sir or Madam:

Enclosed are an original and twelve (12) copies of Promise-Net International, Ltd.'s Application for Original Authority to Provide Interexchange Telecommunications Services within the State of Florida, including the \$250.00 filing fee. This application is filed in accordance with Chapter 25-24, Section 25-24.471, Rules of the Florida Public Service Commission.

Pursuant to Rule 25-22.006(5)(a), also enclosed is Promise-Net International, Ltd.'s Motion for Protective Order for the company's financial statements, which are filed under protective seal, accordingly.

Please acknowledge receipt of this filing by file-stamping and returning the extra copy of the first page of the Application in the self-addressed, stamped envelope provided for this purpose. Questions concerning this filing may be directed to me.

Sincerely,

f. Harbor Consulting Group, Inc.

RECEIVED
FLORIDA PUBLIC
SERVICE COMMISSION
98 NOV 18 AM 10:12
MAIL ROOM

PROMISE-NET INTERNATIONAL, LTD.
1316 OLEANDER DR., SW PH. 770-938-0685
LILBURN, GA 30047

1005

10-5 1998

Pay to the order of FLORIDA PUBLIC SERVICE Commission \$ 250⁰⁰/₁₀₀
Two Hundred Fifty and no/100 Dollars



[Handwritten signature]

For