



555 Conger St
Eugene, OR 97402
541-465-1375
Fax 484-3814

December 3, 1998

W. Walter D'Haeseleer
Florida Public Service Commission
Division of Records and Reporting
2540 Shurmard Oak Blvd.
Tallahassee, Florida 32399

DEPOSIT DATE
D045 DEC 11 1998

Dear Mr. D'Haeseleer:

Enclosed are the original and twelve (12) copies of ECI Communications, Inc.'s Application Form for Authority To Provide Interexchange Telecommunications Service Within The State of Florida. So that our records will be complete, please date stamp the extra copy of this transmittal letter and return in the enclosed envelope. Also enclosed is a check for \$250 made payable to the Florida Public Service Commission to cover the filing fee.

Any questions regarding this Application or proposed tariff should be directed to Todd H. Lowe, President, Visiology, Inc. 16061 Carmel Bay Drive, Northport, Alabama 35475 who may be reached via telephone at (205) 330-1701.

Your assistance in this matter is greatly appreciated.

Sincerely,

Barb Jackson
Vice President and General Manager

Enclosures

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:

DOCUMENT NUMBER DATE

13980 DEC 11 88

FISC-RECORD-REPORTING



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Your assistance in this matter is greatly appreciated.

Sincerely,

A handwritten signature in cursive script that reads 'Barb Jackson'.

Barb Jackson
Vice President and General Manager

Enclosures

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

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION

101 E. Gains Street
Fletcher Building
Tallahassee, Florida 32399-0866

APPLICATION FORM

for

AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE
WITHIN THE STATE OF FLORIDA

Instructions

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In the 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 any questions about completing the form, contact:

Florida Public Service Commission
Division of Communications
Bureau of Service Evaluation
101 East Gaines Street
Tallahassee, Florida 32399-0866
(904) 488-1280

- E. Once completed, submit the original and twelve (12) copies of this form along with a non-refundable application fee of \$250.00 to:

Florida Public Service Commission
Division of Administration, Room G-50
101 East Gaines Street
Tallahassee, Florida 32399-0850
(904) 488-4733

FORM PSC/CMU 31 (4/91)

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

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

2. The legal name of the applicant:

ECI Communications, Inc.

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

ECI Communications, Inc.

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

**555 Conger Street
P.O. Box 21608
Eugene, OR 97402-0410**

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

None

6. Structure of organization;

- Individual
- Foreign Corporation
- General Partnership
- Other, _____
- Corporation
- Foreign Partnership
- Limited Partnership

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

Applicant is a corporation.

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

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

Fictitious name registration number: _____

(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. If so, please explain.

(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.

8. If incorporated, Please give:

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

Corporate charter Number: Applied for

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

**NRAI Services, Inc.
526 E. Park Avenue
Tallahassee, FL 32301**

(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. If so, please explain.

None.

(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.

None.

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

(a) The application;

**Todd H. Lowe, President, Visiology, Inc.
16061 Carmel Bay Drive, Northport, Alabama 35475
(205) 330-1701**

(b) Official point of Contact for the ongoing operations of the company;

**Barb Jackson, Vice President and General Manager
P.O. Box 21608
Eugene, OR 97402-0410
(770) 926-5512**

(c) Tariff;

Todd Lowe. See (a) above.

(d) Complaints/ Inquiries from customers;

See (b) above.

10. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

None. The Applicant is not an interexchange carrier. The Applicant is a reseller and does not own, control, operate, or manage any transmission facilities with the technological capability to provide telecommunications service within the state. The Applicant has provided service as a reseller in Oregon and Washington.

(b) Has applications pending to be certificated as an interexchange carrier.

The Applicant has applications pending to be certificated to resell intrastate interexchange telecommunications services in the states of California, Texas, and Oklahoma.

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

The Applicant has the authority to resell telecommunications in the states of Oregon, Washington

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

None.

(e) has 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.

Worldcom v. ECI- Billing dispute. Settled and dismissed.
ECI v. Americom Billing dispute. Judgement for ECI.

11. 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 access
 Method of access is via switched access

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

Travel Service
 Method of access is 950
 Method of access is 800

900 Services

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

Other:

The applicant will offer inbound and outbound long distance services. A detailed service description is provided in Section 3 of the proposed tariff attached hereto as Attachment H.

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

To place an outbound long distance call, the end user dials 1+ the called number. 800 calls are completed by dialing 1+800+ the called number. To reach Directory Assistance outside of the end user's area code, the end user dials 1 + area code + 555-1212. Calling card calls are completed by dialing 1+ the universal 800 number, the called number, and the calling card code. To reach the long distance operator of the underlying carrier, the end user dials 00- or 0+ the called number.

13. What services will the applicant offer to other certified telephone companies:

() Facilities. () Operators.
() Billing and Collection. () Sales.
() Maintenance.
() Other: Long Distance Services for resale

14. Will you have a marketing program:

- (Y) Pay commissions?
- (N) Offer sales franchises?
- (N) Offer multi-level sales incentives?
- (N) Offer other sales incentives?

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

See Attachment G.

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

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

17. Please provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services, and if not, why?

Yes

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

The Applicant will direct bill its customers.

18. 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 H.

**** 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 one 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. **LEC BYPASS RESTRICTIONS:** I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
6. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commissions' 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.
7. **ACCURACY OF APPLICATION:** By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.

Barb Jackson

Barb Jackson VP
Typed name and signature of owner
or chief officer

December 3, 1998

Date

ATTACHMENTS:

- A - CERTIFICATE TRANSFER STATEMENT (Not Applicable)
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - INTRASTATE NETWORK
- D - FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES
(Not Applicable)
- E - GLOSSARY (Not Applicable)

** APPENDIX A **

CERTIFICATE TRANSFER STATEMENT

NOT APPLICABLE

****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.)

Barb Jackson

Barb Jackson

Typed name and signature of
Owner or Chief officer

Vice President and General Manager

Title

December 3, 1998

Date

**** APPENDIX C ****

INTRASTATE NETWORK

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

1) N/A 2)

3) 4)

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

1) N/A 2)

3) 4)

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

1) POP-to-POP TYPE OWNERSHIP

2) N/A

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).

Service may be provided from any exchange in the State of Florida.

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

Our understanding of Commission Rule 25-24.471 (4) (a) is that the intra-EAEA restriction has been lifted for 950, 10XXX, 800, and 1+ calls placed via dedicated access, and that the LEC will not forward to ECI any intra-EAEA calls placed over switched access lines.

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?

Barb Jackson
Typed name and signature of
Owner or Chief officer

Vice President and General Manager
Title

December 3, 1998
Date

****APPENDIX D****

FLORIDA TELEPHONE EXCHANGES

AND

EAS ROUTES

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

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

Barb Jackson

Barb Jackson
Typed Name and signature of
Owner/Chief Officer

Vice President and General Manager

Title

December 3, 1998

Date

All outbound services that utilize switched access to reach the long distance network are available in equal access areas. All inbound services and all outbound services using dedicated access to reach the long distance network are available statewide.

ATTACHMENT F

DIRECTORS, OFFICERS, AND SHAREHOLDERS

Officers, Directors, & Shareholders		
Name/Title	Address	% of Shares
Robert Jakobitz, President	79219 County Road 8 Buffalo Lake, MN 55314	50
Gloria Jakobitz, Secretary		50
Barb Jackson, Vice President and General Manager	ECI Communications, Inc. 555 Conger Street Eugene, OR 97402	
Mark Bunnell, Vice President Sales		

ATTACHMENT G

EXPLANATION OF SALES COMMISSIONS

The Company's services will be sold by independent sales agents selected and trained by the company. These agents will earn sales commissions.

ATTACHMENT H

PROPOSED TARIFF

ATTACHMENT I

MANAGERIAL CAPABILITY

Robert Jakobitz is the President of ECI Communications, Inc. Mr. Jakobitz purchased ECI Communications, Inc. in 1990. Mr. Jakobitz is an experienced businessperson who has created a viable company in the long distance industry.

Barb Jackson is the Vice President and General Manager of ECI Communications, Inc. Ms. Jackson served as Network Provisioning Manager for ECI prior to her present position. Prior to joining ECI, Ms. Jackson worked for US West Communications in the Directory Assistance Division. Before working at US West, Ms. Jackson was employed by PTI Communications, a reseller of MCI Communications where she assisted in the management of the Verification Department. Ms. Jackson is certified on the CPDI Calling Card Platform. Ms. Jackson is also a Notary Public in and for the State of Oregon.

Mark Bunnell is the vice president of Sales and Marketing. Mr. Bunnell began working for ECI Communications, Inc. in April 1994. Mr. Bunnell left for a short time to run his own company as a long distance broker then returned to ECI Communications, Inc. in August 1998. Mr. Bunnell has an extensive background in sales and marketing of long distance services. Mr. Bunnell is certified on the CPDI Calling Card Platform.

ATTACHMENT J

TECHNICAL CAPABILITY

For Services other than Prepaid calling cards, ECI Communications, Inc. is a switchless reseller. All switching and transport is provided by the Florida certified underlying carrier. Prepaid calling cards are provisioned via the company's CPDI platform. Ms. Jackson and Mr. Bunnell are certified on this platform.

ATTACHMENT K

FINANCIAL CAPABILITY

CURRENT BALANCE SHEET

CURRENT INCOME STATEMENT

STATEMENT OF RETAINED EARNINGS

12/07/98

ECI Communications, Inc.
Summary Balance Sheet
As of October 31, 1998

	<u>Oct 31, '98</u>
ASSETS	
Current Assets	
Checking/Savings	7,259.55
Other Current Assets	<u>267,276.76</u>
Total Current Assets	274,536.31
Fixed Assets	175,505.44
Other Assets	<u>13,904.71</u>
TOTAL ASSETS	<u><u>463,946.46</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	104,267.26
Other Current Liabilities	<u>149,336.66</u>
Total Current Liabilities	253,603.92
Long Term Liabilities	<u>269,376.90</u>
Total Liabilities	522,980.82
Equity	<u>-59,034.36</u>
TOTAL LIABILITIES & EQUITY	<u><u>463,946.46</u></u>

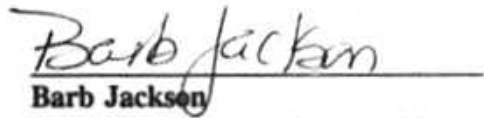
12/07/98

ECI Communications, Inc.
Profit and Loss
 January through October 1998

	<u>Jan - Oct '98</u>
Ordinary Income/Expense	
Income	
300 · Sales	880,852.68
Total Income	880,852.68
Cost of Goods Sold	
321 · Acct Data Verifications	835.60
322 · Equal Access Recovery	22.33
323 · Debit Card Expenses	7,986.80
325 · Monthly Toll Expenses	510,308.88
326 · Network Expenses	138,219.78
327 · Cellular Expenses	275.00
333 · Switch Depreciation	60,280.00
335 · Switch Expenses	577.50
Total COGS	718,505.89
Gross Profit	162,346.79
Expense	
400 · Marketing Expenses	89,491.34
500 · General Expense	374,313.60
Total Expense	463,804.94
Net Ordinary Income	-301,458.15
Other Income/Expense	
Other Income	
901 · Other Income	29,154.13
904 · Americom	3,547.64
Total Other Income	32,701.77
Other Expense	
959 · Other Expenses	47,955.52
Total Other Expense	47,955.52
Net Other Income	-15,253.75
Net Income	-316,711.90

Statement of Financial Capability

In the opinion of management, ECI Communications, Inc., has sufficient financial capability to enter the Florida telecommunications market and meet its ongoing obligations. In addition to funds available as shown on the financial statements furnished, ECI Communications, Inc. has access to additional funding through financial institutions and if necessary through additional capital from the shareholders.


Barb Jackson
Vice President and General Manager

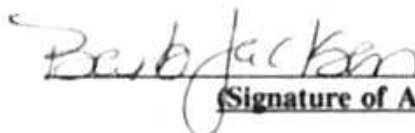
CERTIFICATION OF FINANCIAL STATEMENTS

OATH

STATE OF OREGON

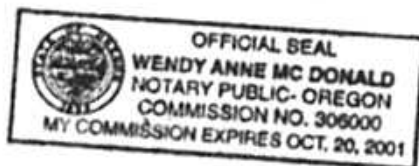
COUNTY OF LANE

Personally appeared before the undersigned, an officer duly authorized to administer oaths, Barb Jackson who first being duly sworn, deposes and says that she is Vice President and General Manager of ECI Communications, Inc., applicant in this application, that she has read the financial statements enclosed herein as Attachment K and knows the contents thereof, and that the statements made herein are true to the best of her knowledge and belief.


(Signature of Affiant)

Subscribed and sworn before me, this
8th day of December,
1998.


(Notary Public)



(Seal)

My Commission Expires Oct 20, 2001

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of long distance telecommunications services provided by ECI Communications, Inc. with principal offices at 555 Conger Street, Eugene, Oregon 97402-0410. This Tariff applies to services furnished within the State. This Tariff is on file with the Florida Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business.

Issued: December 3, 1998

Barb Jackson, Vice President, General Manager
555 Conger Street, Eugene, Oregon 97402

Effective:

CHECK SHEET

Sheets 1 through 68 of this Tariff are effective as of the date shown at the bottom of the sheet. The revised sheets listed comprise all changes from the original Tariff that are in effect as of the date shown.

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

* New or revised current Tariff filing.

Issued: December 3, 1998

Effective:

Barb Jackson, Vice President, General Manager
555 Conger Street, Eugene, Oregon 97402

CHECK SHEET (continued)

<u>SHEET</u>	<u>REVISION</u>
25	Original Sheet
26	Original Sheet
27	Original Sheet
28	Original Sheet
29	Original Sheet
30	Original Sheet
31	Original Sheet
32	Original Sheet
33	Original Sheet
34	Original Sheet
35	Original Sheet
36	Original Sheet
37	Original Sheet
38	Original Sheet
39	Original Sheet
40	Original Sheet
41	Original Sheet
42	Original Sheet
43	Original Sheet
44	Original Sheet
45	Original Sheet
46	Original Sheet
47	Original Sheet
48	Original Sheet
49	Original Sheet
50	Original Sheet
51	Original Sheet

* New or revised current Tariff filing.

Issued: December 3, 1998

Effective:

Barb Jackson, Vice President, General Manager
555 Conger Street, Eugene, Oregon 97402

CHECK SHEET (continued)

<u>SHEET</u>	<u>REVISION</u>
52	Original Sheet
53	Original Sheet
54	Original Sheet
55	Original Sheet
56	Original Sheet
57	Original Sheet
58	Original Sheet
59	Original Sheet
60	Original Sheet
61	Original Sheet
62	Original Sheet
63	Original Sheet
64	Original Sheet
65	Original Sheet
66	Original Sheet
67	Original Sheet
68	Original Sheet

* New or revised current Tariff filing.

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CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

None

SYMBOLS

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

- D - Delete Or Discontinue
- I - Change Resulting In An Increase To A Customer's Bill
- M - Moved To Or 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

TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet 14 Cancels the 3rd Revised Sheet 14.
- C. **Paragraph Numbering Sequence** - There are six 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
- D. **Check Sheet** - When a filing is made with the Commission, an updated Check Sheet accompanies the 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.

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

For the purposes of this Tariff, the following technical terms and abbreviations will apply.

Access Line: An Access Line is a transmission line from either the LEC's or the DUC's Point-of-Presence (POP) to the Customer's Premise(s) used to transmit voice and data calls.

Account Code: An Account Code is a code consisting of two or more digits which is available to Customers to identify individual users and thereby allocate the cost of long distance Service.

ANI: ANI stands for Automatic Number Identification.

Applicant: Applicant is any entity or individual who applies for Service under this Tariff.

Application for Service: The Application for Service is the standard Company order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide a communication Service(s) as required.

Authorization Code: An Authorization Code is a code in numbers or letters employed to gain access to Service(s).

Authorized User: An Authorized User is a person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Business Customer: A Business Customer is a Customer whose use of the Services is for a business, professional, institutional, or occupational purpose. Any employee of a Business Customer who subscribes to the Service for his or her home telephone will also be classified as a Business Customer.

CAP: CAP is an acronym for Competitive Access Provider.

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

Cardholder: Cardholder is the associate, member, Customer or other individual that uses the Company's Prepaid Calling Card Service.

CLEC: CLEC stands for Competitive Local Exchange Carrier

Company: Company refers to ECI Communications, Inc.

Commission: Commission refers to the Florida Public Service Commission.

Credit Card: Credit Card refers to Visa®, MasterCard®, or other Credit Card companies as appropriate.

Customer: A Customer is the person, firm, corporation, governmental unit or other entity which orders Service -- either for its own use, as a resale carrier, or as a non-profit manager of a sharing group --and which is responsible for the payment of charges and for compliance with this Tariff. If an entity orders Service in more than one city or requests the assignment of multiple account numbers, each such account is a separate Customer for billing purposes. The term Customer also includes an entity that (1) remains presubscribed to Service after its account(s) are removed from Company's billing system, and subsequently continues to use Service, or (2) otherwise uses Service for which no other Customer is obligated to compensate the Company.

Customer Premise(s) / Customer's Premise(s): Customer Premise(s)/ Customer's Premise(s) locations are designated by a Customer where Service is originated/terminated.

DUC: DUC is an acronym for Designated Underlying Carrier.

End User: End User is the person or legal entity which uses the Service provided by the Company.

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

F.C.C.: F.C.C. stands for Federal Communications Commission.

ICB: ICB stands for Individual Case Basis.

InterLATA Call: An interLATA call is any call that originates in one LATA and terminates in a different LATA.

IntraLATA Call: An intraLATA call is any call that originates and terminates within the same LATA.

IXC: IXC stands for Interexchange Carrier.

LATA: LATA is an acronym for Local Access Transport Area which is a geographic boundary, within which the LEC provides communications services.

LEC: LEC is an acronym for Local Exchange Carrier.

NPA: NPA literally stands for Numbering Plan Area but is more commonly referred to as an area code.

NXX: NXX represents the first three digits of a Customer's telephone number.

PIC: PIC stands for Primary Interexchange Carrier.

PIN: PIN stands for Personal Identification Number.

Platform: Platform is the proprietary technology and associated computer equipment that is used in conjunction with Prepaid Calling Card Service(s).

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

Point-of-Sale: Point-of-Sale is the location at which the Cardholder purchases the Prepaid Calling Card.

POP: POP is an acronym for Point-of-Presence. A POP may be (a) the central office of the DUC; (b) a location where the LEC or CLEC hands off the traffic of the Company's Customers to the DUC; or (c) the location where the Customer's facility interconnects with the DUC.

Prepaid Calling Card: Prepaid Calling Card Service allows a Customer to purchase a predetermined amount of access to the Company's long distance Services prior to the use of Service. Prepaid Calling Cards are also called debit cards.

PSC: PSC stands for Public Service Commission.

Reseller: Reseller denotes a Customer that resells the Company's service(s).

Service: Service consists of any telecommunications service provided by the Company pursuant to this Tariff.

State: State refers to the State of Florida.

Switched Access: If the Customer's location has a transmission line that is switched through the LEC or CLEC to reach the network of the DUC, the access is switched.

Switched Services(s): Switched Services(s) are any Services that are described in this Tariff.

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Barb Jackson, Vice President, General Manager
555 Conger Street, Eugene, Oregon 97402

Effective:

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

Total Usage: The Customer calculates Total Usage totaling the most recent month's interstate, intrastate, and international usage in minutes for all lines to be provisioned via a Service offered by the Company. For Customers with multiple locations, the usage for each location will be calculated individually. If the Customer's traffic volume varies significantly from month-to-month, the Customer may determine TU by averaging more than one month's bill.

TU: TU stands for Total Usage.

Underlying Carrier: Underlying Carrier refers to any interexchange carrier that provides long distance services resold by the Company pursuant to this Tariff.

SECTION 2 - RULES AND REGULATIONS**2.1 Application of Tariff**

This Tariff contains the description, regulations, and rates applicable to intrastate InterLATA and intrastate IntraLATA telecommunications Service offered by ECI Communications, Inc. with principal offices at 555 Conger Street, Eugene, Oregon 97402-0410. The Company's Services are provisioned via the Company's network or the DUC.

2.2 Limitations Of Service(s)

- 2.2.1 Services are offered subject to the availability of facilities and/or equipment from the DUC, the Company's ability to provision the order at the time the Applicant or Customer orders Service, and the provisions of this Tariff. The Company reserves the right, without incurring liability, to refuse to provide Service, to or from any location where the necessary facilities, equipment, systems, and/or switch software are not available. In case of refusal to establish service, the Company shall notify the applicant in writing of the reason for such refusal.
- 2.2.2 Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, twenty-four (24) hours per day.
- 2.2.3 Service will be provided until canceled by the Customer pursuant to Section 2.9 of this Tariff or suspended or terminated by the Company pursuant to Section 2.10 of this Tariff.
- 2.2.4 The Company, when acting at the Customer's request and, as its authorized agent, will make reasonable efforts to arrange for Service requirements such as special routing, route diversity, alternate access, or circuit conditioning.
- 2.2.5 All services are interstate offerings, but the Customer has the option to use the services to place intrastate calls. Intrastate Service is only available if the Customer subscribes to the Company's comparable interstate service offering.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations of Services (continued)

- 2.2.6 Calls that may not be completed using the Company's Prepaid Calling Card service include operator services, busy line verification service, interruption service, calls requiring time and charges, air-to-ground calls, marine/satellite calls, and calls placed via dialing a 700, 800/888, or 900 number.
- 2.2.7 If the Company learns that an Applicant is attempting to sell, barter, trade, or otherwise transfer a toll-free inbound telephone number to another person, the Company may refuse to establish Service. In case of refusal to establish service, the Company shall notify the applicant in writing of the reason for such refusal.
- 2.2.8 The availability of toll-free numbers from the Company is limited by the Company's ability to obtain toll-free numbers from the DUC.
- 2.2.9 The Company reserves the right to refuse to process calls when the Authorization Code or PIN cannot be validated.

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of the Company

- 2.3.1 The Company's liability will be limited to that expressly assumed in Section 2.3 of this Tariff.

- 2.3.2 With respect to the Switched Services contained herein and except as otherwise provided herein, the liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of furnishing Service hereunder and not caused by the negligence or intentional acts of the Customer will in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect in the course of furnishing Service hereunder occurs, except in cases of willful misconduct by the Company.

- 2.3.3 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. 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 demand.

- 2.3.4 No agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be agents or employees of the Company without written authorization.

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

- 2.3.5 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer will not constitute the permanent waiver of any term or condition herein. Each of the provisions will remain at all time in full force and effect until modified in writing.
- 2.3.6 The Company is not liable for any damages the Customer may incur as a result of the unlawful or fraudulent use or use by an unauthorized person of the Service(s).
- 2.3.7 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties will not result in the imposition of any liability whatsoever upon the Company, and Customer will pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties.

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.8 The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to:

- (A) Unavoidable interruption in the working of transmission facilities including but not limited to fire, explosion, vandalism, cable cut, or other similar occurrence; or
- (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
- (C) 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 of any one or more of such governmental entity, or of any civil or military authority; or
- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties, supplier failures, shortages, breaches or delays, unlawful acts of individuals including acts of the Company's agents, contractors, and employees if committed beyond the scope of their employment, or preemption of existing Services to Restore Service in compliance with Part 64, Subpart D, Appendix A, of the FCC's rules and regulations; or

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.9 The Company is not liable for:

- (A) Damages caused by the negligence or willful misconduct of the Customer;
or
- (B) The use or abuse of any Service described herein by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, Service, or device. In the case of Inbound Service, this also applies to third parties who dial the Customer's toll-free inbound number by mistake; or
- (C) Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties; or
- (D) Any act or omission of any other company or companies furnishing a portion of the Service(s) or facilities or equipment associated with such Service(s).
- (E) Any action, such as blocking, discontinuing, or interrupting Service(s) by the Company of all traffic or traffic to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff in order to control fraud or non-payment; or

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.9 The Company is not liable for: (continued)

- (F) 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. The Customer will indemnify and hold harmless the Company from any claim of the owner of the Customer's premises or other third party claims for such damages.

- (G) Any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder, absent a determination of willful misconduct by judicial or administrative proceedings. With respect to any Services provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and fitness for a particular purpose.

SECTION 2 - RULES AND REGULATIONS**2.4 Use of Service**

- 2.4.1 The Services offered herein may be used for any lawful purpose, including business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the DUC or others.
- 2.4.2 Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon written notification to the Customer, without incurring any liability, discontinue the furnishing of such Service. The Customer will be deemed to have canceled Service as of the date of such disconnection and will be liable for any cancellation charges set forth in this Tariff. If the Customer uses 10XXX or other carrier access codes once the Customer's account has been canceled by the Company, the Customer is a Customer of the DUC not the Company.

SECTION 2 - RULES AND REGULATIONS**2.4 Use of Service (continued)**

2.4.3 Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User will be permitted to use such Service in the same manner as the Customer, but subject to the following:

- (A) One joint user or Authorized User must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all joint users or Authorized Users in the application for Service. Service orders which involve the start, rearrangement, or discontinuance of joint use or authorized use Service will be accepted by the Company only from that Customer and will be subject to all regulations of this Tariff.

- (B) All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User will be liable to the Company for all charges incurred as a result of its use of Service(s). Each joint or Authorized User must submit to the designated Customer a letter accepting contingent liability for its portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or Authorized User understands that the Company will receive a copy of the guaranty from the designated Customer. The Customer will be responsible for allocating charges to each joint user or Authorized User.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.4 Services are furnished subject to the condition that there will be no abuse or fraudulent use of the Services. Abuse or fraudulent use of Services includes, but is not limited to:

- (A) Use of Services to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge; or
- (B) Obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Services by rearranging, tampering with, or making connection with any Services components of the Company or of the DUC, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the charge(s) for such Services; or
- (C) Use of the Service of the Company to send a message or messages, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another; or
- (D) Use of Services in such a manner as to interfere unreasonably with the use of Services by one or more other Customers.

2.4.5 The Customer may not use Services provided under this Tariff for any unlawful purpose.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 The Customer will indemnify and hold harmless the Company against:

- (A) Claim(s) for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted via Service(s); or
- (B) Violation(s) by the Customer of any other literary, intellectual, artistic, dramatic, or musical right, or other content transmitted via the Service(s); or
- (C) Violation(s) by the Customer of the right to privacy; or
- (D) Claim(s) of patent infringement arising from combining or connecting Company's facilities or the facilities of the DUC with apparatus and systems of the Customer; or
- (E) All lost or stolen travel cards except as described in Section 2.20 of this Tariff; or
- (F) Any other rights whatsoever relating to or arising from message content or the transmission thereof; or
- (G) All other claims arising out of any act or omission of the Customer in connection with any Service.
- (H) Defacement of, or damage to, the premises of a Customer resulting from the furnishing, installation, and/or removal of Channel facilities or the attachment of instruments, equipment, and associated wiring on or from the Customer's Premises; or

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (I) Claims arising out of the use of Services or associated equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company; or
- (J) All lost or stolen calling cards or Prepaid Calling Cards; or
- (K) Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting (1) from Customer (or its employees's agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company Services or prices to End Users of Customers, or unauthorized or illegal acts of the Customer, its employees, agents, or independent contractor; or (2) from claims by third parties that any Prepaid Calling Cards or PINs have been lost, stolen, or fraudulently issued or used; provided, however, that the Company will have no liability hereunder for special or consequential damages incurred by the Company; (3) or in the event that the Company chooses to have another company print their Prepaid Calling Cards, Company cannot be held liable for delays of delivery or any other problem that are directly to the third party.

- 2.5.2 In the event parties other than Customer (e.g., Customer's customers) will have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold the Company and any affiliated or unaffiliated third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties.

SECTION 2 - RULES AND REGULATIONS**2.5 Obligations of the Customer (continued)**

- 2.5.3 Upon the Customer's receipt of Company Prepaid Calling Cards, the Customer will assume all risk of loss or misuse of such Prepaid Calling Cards.
- 2.5.4 Customer will not use the Company name or any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion or promotional material, or publication, contracts, or bills, etc. of the Customer without the express prior written approval of the Company.
- 2.5.5 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.
- 2.5.6 The cancellation of Service by the Customer pursuant to Section 2.9 of this Tariff or discontinuance or suspension of Service(s) by the Company pursuant to Section 2.10 of this Tariff 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 set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.
- 2.5.7 The Customer is responsible for payment for all long distance calls originated at the Customer's number(s), terminated on the Customer's 800 number, billed to the Customer's travel card or authorization code, accepted at the Customer's number, or incurred at the specific request of the Customer. The Customer is responsible for paying all Services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were used fraudulently.

SECTION 2 - RULES AND REGULATIONS**2.5 Obligations of the Customer (continued)**

- 2.5.8 The Company may rely on LECs or other third parties for the performance of Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder will not be reduced by untimely installation or non-operation of Customer-provided facilities and equipment.
- 2.5.9 The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Section 2.3 of this Tariff and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses (including attorneys' fees) and satisfy all judgements which may be incurred by or rendered against the Company in connection therewith.
- 2.5.10 The Customer is responsible for the payment of all charges for Service(s) provided under this Tariff and for the payment of all assessments, duties, fees, surcharges, taxes, or similar liabilities whether charged to or against the Company or the Customer. This includes but is not limited to amounts the Company is required by governmental, quasi-governmental, or other entities to collect and/or to pay to designated entities. The Company may adjust its rates and charges or impose additional rates and charges on its Customer in order to recover these amounts. Unless specified otherwise herein, if an entity other than the Company (e.g., another carrier or supplies) imposes charges on the Company in connection with a Customer's Service, that entity's charges will be passed through to the Customer. The Customer is responsible for the payment of all such charges.
- 2.5.11 The Customer may not use Services provided under this Tariff for any unlawful purpose.

SECTION 2 - RULES AND REGULATIONS

2.6 Obtaining Service

2.6.1 Application for Service

To obtain Service, the Company requires the Customer to complete an application for service which includes the letter of agency or other authorization it deems appropriate.

2.6.2 Establishment of Credit

(A) Applicant

The Company reserves the right to examine the credit record and check the references of all Applicants and Customers. The Company may examine the credit profile/record of any Applicant prior to accepting the Service order. These will not in themselves obligate the Company to provide Services or to continue to provide Services, if a later check of Applicant's credit record is, in the opinion of the Company, contrary to the best interests of the Company. In case of refusal to establish service, the Company shall notify the applicant in writing of the reason for such refusal.

(B) Customer

If the conditions of Services or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

2.6.3 Deposits

The Company does not collect deposits for services in this tariff

SECTION 2 - RULES AND REGULATIONS**2.7 Rendering and Payment of Bill****2.7.1 General**

Usage charges are billed monthly in arrears utilizing cycle billing. Bills are sent to the Customer's billing address as shown on their account no later than thirty (30) days following the close of billing. The billing period is one (1) month. The due date is disclosed on the bill. Payment in full is due within fourteen (14) days of the invoice date on the bill. Charges are payable only in United States currency. Payment may be made by check, money order, cashier's check, or via Credit Card (Visa or Mastercard).

2.7.2 Past Due Payments

If the bill is not paid within twenty-one (21) days from the invoice date, the Company may impose a late charge of 1.5% per month on the delinquent amount. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred. At thirty (30) days past due, the Company will send the Customer a past due notice on the Customer's bill. At forty (40) days past due, the Customer will be sent a termination notice in a separate mailing.

SECTION 2 - RULES AND REGULATIONS

2.7 Rendering and Payment of Bill (continued)

2.7.3 Right to Backbill for Improper Use of Company's Services

Any person or entity which uses, appropriates or secures the use of Services from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to Company and which use, appropriation, or securing of Services is inconsistent with the stated uses, intents, and purposes of this Tariff or any restriction, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of Company's Services actually made by Customer.

2.7.4 Payment for Prepaid Calling Card Usage

All charges for Prepaid Calling Card services must be paid in advance. No Prepaid Calling Card PIN will be activated until payment, in U. S. Dollars and in full, has been received by the Company. If the Customer pays via check, the PIN is activated after the check clears the bank.

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Service

2.8.1 General

The Company's name and toll-free number appear on the bill. Customer Service may be contacted in writing at 555 Conger Street, Eugene, Oregon 97402-0410. Customers may also contact Customer Service by dialing toll-free (800) 879-1375. Customer Service representatives are available from 8 a.m. to 5 p.m. business days for normal billing and service questions. Service emergencies are handled on a call out basis with service personnel on call. For Cardholders subscribing to Prepaid Calling Card Service or travel card Service, the toll-free number is printed on the card. For Customers subscribing to all other Services, the toll-free number is printed on the Customer's bill.

2.8.2 Billing Inquiries

Billing inquiries may be referred to the Company's customer service organization as indicated in Section 2.8.1 of this Tariff. If the Customer is not satisfied with the resolution of a bill dispute, the Customer may contact the Commission for resolution of the dispute.

2.8.3 Service Difficulties

Service difficulties may be referred to the Company's customer service organization, as indicated in Section 2.8.1 of this Tariff above.

SECTION 2 - RULES AND REGULATIONS

2.9 Cancellation of Service By Customer

2.9.1 General

A Customer may cancel Service by giving prior written or verbal notice to the Company. Such notice should be addressed to the Company's Customer Service organization at the address specified in Section 2.8.1 of this tariff.

2.9.2 Customers With Term Plan Agreements

Customers who cancel term plans prior to expiration of the plan, are subject to early cancellation penalties. Subscribers with term plan agreements providing every fourth month free, are required to pay for Services previously provided under the fourth month free program. Subscribers with term plan agreements specifying a minimum monthly usage commitment, are required to pay for the minimum usage for the balance of the term remaining in the agreement.

SECTION 2 - RULES AND REGULATIONS**2.10 Termination of Service By Company****2.10.1 Termination of Service With Notice**

Conditions under which the Company may, with five (5) days written notice, refuse or terminate Service without liability include, but are not limited to:

- (A) Nonpayment of any sum due for telephone service provided hereunder, where Customer's charges remain unpaid more than five (5) days following notice of nonpayment from the Company. Notice will be deemed to be effective upon mailing of written notice in a separate mailing, postage prepaid, to Customer's last known address. Service will not be terminated if the Company receives payment prior to the termination date listed on the termination notice or if the Company and the Customer have entered into a payment arrangement.
- (B) If a Customer's toll-free inbound telephone number is not used by callers other than for test calls to reach the Customer or Customer's designee within ninety (90) days of activation of the toll-free inbound number, the Company, may upon written notice, discontinue Service.

2.10.2 Temporary Suspension of Service

In the event of emergency or threatened or actual disruption of Service to other Customers, the Company may temporarily restrict Service without notice and without incurring liability. The Company reserves the right to limit the use of Service(s), without incurring liability, when necessitated by conditions beyond the Company's control, or when the Customer is using Services in violation of the law or of the provisions of this Tariff. In the event that the Company or the DUC learn of possible fraudulent use of any of the Company's travel card Services or presubscribed outbound long distance services restricted to use by Residential Customers for placing non-business voice calls, the Company will make an effort to contact the Customer, but Service may be terminated or blocked without notice and without liability to the Company.

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SECTION 2 - RULES AND REGULATIONS

2.10 Termination of Service By Company (continued)

2.10.3 Conditions Under Which The Company May, Without Notice, Refuse or Terminate Service without liability include but are not limited to:

- (A) Applicant or Customer provides the Company insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, or pre-arranged account code numbers; or
- (B) Applicant or Customer provides false information or refuses to provide information to the Company regarding their identity, address, or credit-worthiness; or
- (C) If the Customer refuses to furnish information to the Company regarding its past or current use of common carrier communication Services or its planned use of Service(s); or
- (D) Customer's use of the service constitutes a violation of either the provisions of this Tariff, or of any laws, or government rules, regulations, or policies; or
- (E) Any order or decision of a court or other governmental authority prohibits the Company from offering such service; or
- (F) The Company deems such refusal or termination necessary to protect the Company or third parties against fraud, or to otherwise protect the Company's personnel, agents, or service; or
- (G) Customer's misuse of the DUC's network; or

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SECTION 2 - RULES AND REGULATIONS

2.10 Termination of Service By Company (continued)

2.10.4 Termination of Service Without Notice (continued)

- (H) Customer's use of the DUC's network for any fraudulent, unlawful, or criminal purpose; or
- (I) Customer has suspected unauthorized or fraudulent use of Service; or
- (J) Customer's use of Service adversely affects the Service to other Customers; or
- (K) Customer is using the Service for purposes other than those described in this Tariff; or
- (L) If Customer refuses to allow Company or Company representative reasonable access to the Customer's facilities to provision Service(s).

In case of refusal to establish service, the Company shall notify the applicant in writing of the reason for such refusal.

2.10.5 Charges Owed

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 set forth herein will not be exclusive, and the Company will at all times be entitled to all rights available to it under either law or equity.

SECTION 2 - RULES AND REGULATIONS**2.11 Interruption of Service****2.11.1 General**

It is the obligation of the Customer to notify the Company of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer will ascertain that the interruption is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer. Credits for cut-off or poor transmission is limited to the initial period charge.

2.11.2 Prepaid Calling Card Calls

Credits will not be issued for cut-off, poor transmission, or wrong number.

2.11.3 Monthly Recurring Charges

No credit for monthly recurring charges will be issued for outages less than twenty-four consecutive hours in duration. For Customers with Service subject to a monthly recurring charge for the provision of intrastate Service, Service interruptions of greater than twenty-four (24) consecutive hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the Service.

SECTION 2 - RULES AND REGULATIONS**2.12 Taxes and Assessments**

- 2.12.1 In addition to the charges specifically pertaining to the Services, certain federal, state, and local surcharges, taxes, gross receipts, and fees will be applied to these Services. These taxes, surcharges, and fees are calculated based upon the amount billed to the End User for Service(s). All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff. For Prepaid Calling Card Service, the per minute rate shown in Section 4 of this Tariff is inclusive of all surcharges, taxes, and fees except for Point-of-Sale ("sales") taxes.
- 2.12.2 Unless otherwise specified herein, all stated charges in this Tariff are computed by the Company exclusive of any assessments, duties, fees, surcharges, taxes, or similar liabilities levied against the Company by governmental, quasi-governmental, or other entities such as federal, state, or local government. Such assessments, duties, fees, surcharges, taxes, or similar liabilities shall be paid by the Customer in addition to the charges stated in this Tariff. All such charges shall be shown as a separate line item on the Customer's bill.
- 2.12.3 Pending the conclusion of any litigation challenging a jurisdiction's or body's right to impose any assessments, duties, fees, surcharges, taxes, or similar liabilities, the Company may elect to waive or impose and collect a charge covering such assessments, duties, fees, surcharges, taxes, or similar liabilities, unless otherwise constrained by court order or direction. All such charges will be shown as a separate line item on the Customer's bill. If the Company has collected any assessments, duties, fees, surcharges, taxes, or similar liabilities and any of the challenged assessments, duties, fees, surcharges, taxes, or similar liabilities are found to have been invalid and not enforceable, the Company will credit or refund such sums to each affected Customer if (1) the Company has retained such funds or (2) the Company has remitted such funds to the collecting jurisdiction or body and the funds have been returned to the Company.

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SECTION 2 - RULES AND REGULATIONS**2.12 Taxes and Assessments (continued)**

- 2.12.4 In order to be granted exemption status, a Customer claiming exempt status must provide the Company with copies of all relevant exemption certificates and documents required by the Company. New Customers are required to provide the requested documentation at the time Service is ordered. Failure to provide the required documentation at the time Service is ordered will result in all assessments, duties, fees, surcharges, taxes, or similar liabilities (as described in Section 2.5.10 of this Tariff) being levied by the Company on the Customer's Service. The Customer will be responsible for the payment of all such charges.
- 2.12.5 Failure to provide the required documentation at the time Service is ordered will also result in all taxes as noted herein being levied by the Company on the Customer's Service, and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Customer will also be billed for all applicable assessments, duties, fees, surcharges, or similar liabilities as described in Section 2.5.10 of this Tariff. The Company is not liable for refunding the amount of the taxes paid the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service. In the event taxes are erroneously paid the Company is not liable for refunding any such payments to the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.
- 2.12.6 Failure to pay the appropriate assessments, duties, fees, surcharges, taxes, or similar liabilities prior to exempt status being accorded by the Company will result in termination of Service.

SECTION 2 - RULES AND REGULATIONS**2.13 Timing of Calls**

- 2.13.1 On Prepaid Calling Card calls, billing begins only when a starting and ending event both occur. Timing is calculated at the starting event and ends at the terminating event. If there is no terminating event, there is no charge. Time between the starting event and the terminating event is the call duration. The starting event occurs when the Platform experiences an incoming signaling protocol successfully, i.e., upon seizure of an inbound trunk. The terminating event occurs when the Platform receives a signal from the LEC that the calling party has terminated the call. If the called party hangs up and the Customer re-originates one or more calls utilizing the interactive Platform program features without re-dialing the toll-free access number, each call is timed separately.
- 2.13.2 On direct-dialed calls, chargeable time begins when the called station answers and the connection is established between the calling station and the called station, miscellaneous common carrier, mobile radio system, or PBX system. Answer detection is determined on standard industry answer detection methods, including hardware and software answer detection. Chargeable times ends when the calling station hangs up thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released by the automatic timing equipment in the telecommunications network.

SECTION 2 - RULES AND REGULATIONS

2.14 Application of Charges

2.14.1 Timing Increments

Calls are billed in various timing increments depending on the Service subscribed to by the Customer. Each Service has its own specific initial period and additional period. Unless the length of the initial period and the additional period is otherwise specified in Section 3 of this Tariff, the initial period is one (1) minute or fraction thereof, and the additional period is each one (1) minute or fraction thereof. Fractions of a timing increment are rounded up to the next highest increment.

2.14.2 Rounding

(A) Payphone Surcharge

If the payphone surcharge includes a fraction of a cent, the fraction is rounded up to the next higher whole cent.

(B) Prepaid Calling Card Calls

If the Customer re-originates one or more calls without re-dialing the toll-free access number, timing of the usage is rounded at the end of the each call.

(C) All Usage-Sensitive Services

Usage charges apply to all completed calls. The usage charges for each completed call during a billing month will be computed. If the charge includes a fraction of a cent, the fraction is rounded up to the next higher whole cent.

SECTION 2 - RULES AND REGULATIONS**2.15 Transfer or Assignment**

Prior written permission from the Company is required before Customers may assign or transfer any Service. All regulations and conditions contained in this Tariff and all other applicable Service conditions will apply to all such permitted assignees or transferees. After obtaining the Company's written consent, the Customer of record may assign or transfer the use of Service where there is no interruption or physical relocation. All terms and provisions contained in this Tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:

- (A) The Customer of record (assignor Customer) requests such assignment or transfer in writing at least forty-five (45) days prior to the effective date of any requested assignment or transfer; and
- (B) Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of notification; and
- (C) New Customer's (assignee Customer) credit is approved by the Company; and
- (D) The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of Service(s). These obligations include all outstanding indebtedness for the use of Service(s). Consent to such assignment or transfer will not be unreasonably withheld.

Any permitted assignment or transfer of Company' Service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

SECTION 2 - RULES AND REGULATIONS**2.16 Agreements, Proposals, and Warranties**

2.16.1 The applicable terms, rates, and conditions specified in this Tariff, before or after subscription, constitute the only agreement between the parties with respect to Service(s) to which the Customer has subscribed, or desires to subscribe. Statements (whether written or oral) may have been made about the Service(s) specified in this Tariff. Such statements, however, do not constitute warranties, shall not be relied upon by the Customer, and are not part of the parties relationship. All prior agreements, proposals, representations, or understandings concerning the Service(s) are also deemed superseded upon the Customer's subscription. The applicable Tariff sections constitute the complete and exclusive expression of the parties' relationship. These Tariff provisions may only be modified by: (1) a subsequent Tariff filing; or (2) a written agreement, signed by an authorized Company representative, which identifies both the Tariff provisions being modified or superseded, if applicable, and the specific nature of the change.

2.16.2 All implied warranties, including the implied warranty of merchantability, are disclaimed. The Company does not warrant that the Service(s) are fit for the particular purpose of the Customer. The Company makes no warranties with respect to the Service(s) other than that the Service(s) will conform to the description contained in the Tariff. Further Company liability will be such as described in Section 2.3 of this Tariff.

2.17 Lost Or Stolen Travel Card or PIN

Upon knowledge of facts which would alert a reasonable person to the possibility of unauthorized use of the Customer's travel card or PIN, the Customer will alert and give notice to the Company of such facts. Upon receipt of notice, the Company will deactivate the PIN associated with the card. If requested by the Customer, a new PIN will be issued to the Customer. The Customer will be excused from liability only with respect to unauthorized calls placed after receipt of such notice by the Company.

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SECTION 2 - RULES AND REGULATIONS**2.18 Changes to Service Offerings**

The Company reserves the right to add, change, or delete DUCs at any time.

2.19 Obligations of a Reseller

- 2.19.1 The terms and conditions of this Tariff, including but not limited to the obligations contained in Section 2.5 of this Tariff and in Sections 2.19.2 through 2.19.7 of this Tariff, apply to Customers that are Resellers. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company terminating Service(s) without incurring any liability. Notification of termination of Service(s) may be in writing or in another expeditious manner selected by the Company.
- 2.19.2 In the event of non-payment by a Reseller's subscriber, the Company may be requested by the Reseller to block such subscribers's calling card number and PIN because of non-payment of charges. Before the Company blocks Service to a Reseller's subscriber, the Reseller must certify that proper notice has been given to the subscriber. Proper notice must meet state and federal rules for Blocking Service due to non-payment. The Reseller is responsible for all costs incurred to disconnect or block the location from Service(s).
- 2.19.3 Resellers will be responsible for paying all taxes, surcharges, and fees based upon the taxing jurisdiction's rules and regulations.
- 2.19.4 Resellers will be responsible for all interaction and interface with their own subscribers. The provision of Company Service will not create a partnership or joint venture between the Company and the Reseller nor result in a joint offering to third parties.

SECTION 2 - RULES AND REGULATIONS

2.19 Obligations of a Reseller (continued)

- 2.19.5 Resellers will be responsible for providing all billing, collection, and customer service functions for all of its locations, including resolving any unauthorized presubscription disputes.
- 2.19.6 Resellers must have the appropriate certification in all areas where Service is provided. Resellers are responsible for maintaining all necessary F.C.C. tariffs for operating as a Reseller and must have a Certificate of Public Convenience and necessity as an interexchange carrier from the Florida Public Service Commission. Further, Resellers must assume full responsibility for complying with the Communications Act of 1934, as amended; the Telecommunications Act of 1996; and the rules, regulations, and decisions of the F.C.C. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company immediately and irrevocably terminating Service(s) without incurring any liability. Notification of termination of Service(s) may be done in person or in writing.
- 2.19.7 If the presubscription of any line of a Reseller is unauthorized, the Company may charge the Reseller for the unauthorized presubscription change charges plus all additional charges imposed and costs incurred. The Reseller is financially liable for all lines at all locations until such time as the lines and/or locations are presubscribed to a different interexchange carrier. In instances where the Reseller has presubscribed lines and/or locations to its Service without proper authorization, the Reseller must:
- (A) Inform the premises owner/occupant at each location of the unauthorized change in IXCs; and
 - (B) Insure that each such location is returned to the IXC of choice; and
 - (C) Pay all applicable conversion charges.

SECTION 2 - RULES AND REGULATIONS**2.20 Mileage Measurements**

Each rate center or POP has a unique set of assigned vertical and horizontal (V&H) coordinates which are used by the Underlying Carrier for calculating mileage. Calculation of mileage is in accordance with the V&H coordinate system.

The distance is measured using the V&H coordinates associated with either the rate centers of the originating and terminating stations or the V&H coordinates associated with the originating and terminating POP of the underlying carrier. The type of access determines which V&H coordinates are used.

If a call is originated or terminated via switched access, the distance is measured using the V&H coordinates associated with the rate centers of the originating or terminating station. If the call is originated or terminated via dedicated access, the distance is measured using the V&H coordinates associated with the originating or terminating POP of the underlying carrier.

The rate for a call between access lines associated with stations that use the same central office is the rate for zero miles.

2.21 Determination of Airline Mileage

Calculation of distance is in accordance with the V&H coordinate system. The airline mileage between rate centers or POPs is determined by applying the formula below to the vertical and horizontal (V&H) coordinates associated with the rate centers involved. The Underlying Carrier uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in its NPA-NXX V & H Coordinates Tape and in NECA Tariff No. 4.

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

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services - Switched Access

3.1.1 General

All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offering. Unless otherwise stated in the Tariff, the method of provisioning a specific outbound Service is determined by the Company, and the selection of the DUC is made by the Company. Switched Access outbound Services are only available in equal access areas. The availability of each outbound Service is included in the description for that Service.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services - Switched Access

3.1.2 ECI Switched Access

ECI Switched Access is an outbound only, long distance pricing plan available to Business Customers and Residential Customers that utilize Switched Access to reach the long distance network. The initial period is 18 seconds or fraction thereof and the additional periods are each 6 seconds or fraction thereof. The Customer may select a rate plans based on the Customer's minimum TU.

3.1.3 ECI Special

ECI Special is an outbound only, long distance pricing plan available to Business Customers and Residential Customers that utilize Switched Access to reach the long distance network. The initial period is 6 seconds or fraction thereof and the additional periods are each 6 seconds or fraction thereof. To qualify for an ECI Special rate plan, the Customer must have a minimum monthly billing of \$1,000. The Customer may select a rate plans based on the Customer's minimum TU.

SECTION 3 - DESCRIPTION OF SERVICES**3.2 Outbound Services - Dedicated Access****3.2.1 General**

All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offering. Unless otherwise stated in the Tariff, the method of provisioning a specific outbound Service is determined by the Company, and the selection of the DUC is made by the Company. Dedicated Access outbound Services are available state wide. The Customer is responsible for providing Dedicated Access facilities to the POP. The availability of each outbound Service is included in the description for that Service.

3.2.2 ECI Dedicated Access

ECI Dedicated Access is an outbound only, long distance pricing plan for Business Customers that utilize Dedicated Access to reach the POP of the Underlying Carrier. The initial period is 18 seconds or fraction thereof and the additional periods are each 6 seconds or fraction thereof. The Customer may select a rate plans based on the Customer's minimum TU.

SECTION 3 - DESCRIPTION OF SERVICES**3.3 Inbound Services - Switched Access****3.3.1 General**

All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offering. Inbound service permits calls to be completed to the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number, (800/888/887) NXX-XXXX, which terminates at the Customer's location.

3.3.2 ECI 800 Switched

ECI 800 Switched is an inbound only, long distance pricing plan. Calls are originated from any point in the state on any type of access but are terminated via Switched Access lines in the terminating city. ECI 800 Switched is available to Business Customers and Residential Customers. The initial period is 18 seconds or fraction thereof and the additional periods are each 6 seconds or fraction thereof. The Customer may select a rate plans based on the Customer's minimum TU.

SECTION 3 - DESCRIPTION OF SERVICES**3.4 Inbound Services - Dedicated Access****3.4.1 General**

All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offering. Inbound service permits calls to be completed to the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number, (800/888/887) NXX-XXXX, which terminates over Dedicated Access facilities at the Customer's location. The Customer is responsible for providing Dedicated Access facilities from the POP to the Customer's premises.

3.4.2 ECI Dedicated 800

ECI Dedicated 800 is an inbound only, long distance pricing plan. Calls are originated from any point in the state on any type of access but are terminated via Dedicated Access lines in the terminating city. ECI Dedicated 800 is available to Business Customers. The initial period is 18 seconds or fraction thereof and the additional periods are each 6 seconds or fraction thereof. The Customer may select a rate plans based on the Customer's minimum TU.

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SECTION 3 - DESCRIPTION OF SERVICES

3.5 Calling Card Services

3.5.1 General

Calling Card Service enables the caller to bill a call to the primary service location when the caller is away from their established primary service location. Customers access the long distance network by dialing a toll free number, PIN, plus the called telephone number. Intrastate calling card service is only available if the Customer subscribes to the Company's corresponding interstate calling card service.

3.5.2 ECI Travel Card

The ECI Travel Card is available to Business Customers and Residential Customers that subscribe to one of the Company's outbound or inbound services. The initial period is one (1) minute or fraction thereof and the additional periods are each one (1) minute or fraction thereof.

SECTION 3 - DESCRIPTION OF SERVICES**3.6 Prepaid Calling Card Services****3.6.1 Description of Service**

- (A) Prepaid Calling Card Service is a prepaid long distance Service that allows Customers to obtain a predetermined amount of access to the Company's long distance Services. The Company offers dollar based cards, meaning there is a fixed amount of dollars (i.e. 10, 20, 50, 100 or some other denomination) available to Customers who purchase a card. The Company also offers unit based cards meaning there is a fixed amount of units to Customers who purchase a card. The card is valid for one year from the date of first use or until the expiration date printed on the card whichever comes first. After expiration, the card is debited an account maintenance fee of \$2.50 per month.
- (B) Prepaid Calling Card Service is offered via "800/888/887" access numbers and is available to a Cardholder from a touchtone phone. The Cardholder may access the Platform from anywhere in the United States by dialing a universal "800/888/887" number plus a PIN and the called telephone number. The Cardholder hears recorded messages that guide the Cardholder through the Platform. The Platform validates the Cardholder's PIN and determines whether time remains on the card. If time is available on the Cardholder's account, the call is completed to the called telephone number dialed by the Cardholder. The Cardholder is verbally informed of the available balance in the Cardholder's Prepaid Calling Card account. Calls may terminate anywhere in the state.

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SECTION 3 - DESCRIPTION OF SERVICES

3.6 Prepaid Calling Card Service (continued)

3.6.1 Description of Service (continued)

- (C) Calls are real-time rated during call progression. The total price of each call, including applicable taxes, is calculated on the basis of dollars and is deducted from the available account balance associated with each card. The Platform debits the Cardholder's account balance as the Cardholders places a call. The Cardholder receives a warning message at one minute before the Cardholder's account balance reaches zero and a warning tone at 30 seconds. Calls in progress will be terminated when the balance reaches zero.

- (D) The features available with Prepaid Calling Card Services include sequential calling capability, automatic misdial correction, single user access, and menu selection in english or spanish. The initial period and additional periods are one (1) minute or fraction thereof.

- (E)

SECTION 3 - DESCRIPTION OF SERVICES

3.6 Prepaid Calling Card Service (continued)

3.6.2 Service Offerings

(A) ECI Prepaid Calling Card

The Company determines the content, design, and production of the card. The Company is responsible for all costs associated with production and distribution of the Prepaid Calling Card to the Customer. The rate per unit varies based on the estimated annual volume of the Customer

.1 Option U

Option U is a unit based Prepaid Calling Card available to Residential Customers and Business Customers. The card is available in denominations of 5 units, 10 units, 15 units, 20 units, or in a denomination that is mutually agreed to by the Company and the Customer.

.2 Option D

Option D is a dollar based Prepaid Calling Card available to Residential Customers and Business Customers. The card is available in denominations of \$5, \$10, \$15, and \$20 or in a denomination that is mutually agreed to by the Company and the Customer.

SECTION 3 - DESCRIPTION OF SERVICES**3.6 Prepaid Calling Card Service (continued)****3.6.2 Service Offerings (continued)****(B) ECI Private Label Prepaid Calling Card**

The ECI Private Label Prepaid Calling Card is available to Business Customers. The card is available as a unit based card or as a dollar based card in denominations that are mutually agreed to by the Company and the Customer. The Customer determines whether the card is printed as a unit based or dollar based card. The Customer may select card stock, card design (subject to approval by the Company), the content and length of the audio billboard message (subject to approval by the Company), and the print process. The telecommunications rate for long distance Service is shown in Section 4.6.2 of this Tariff. The costs for card design, production, and development of the card and the costs of production and transmission of audio billboards are established by the Company on an ICB agreement. The Clip Rate to be printed on the Prepaid Calling Card is established by the Customer.

SECTION 3 - DESCRIPTION OF SERVICES

3.7 Directory Assistance

3.7.1 Description of Service

Intrastate Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party located in Florida.

3.7.2 Availability of Service

Directory Assistance is available to any Customer that has access to the directory assistance bureau of the Underlying Carrier. If a Customer with Switched Access calls directory assistance for a call within their area code, the call is handled by the LEC. If a Customer with Switched Access calls directory assistance for a call within the state but outside of their area code, the call is routed to the Underlying Carrier for handling. Customers with Dedicated Access must program their PBX to route directory assistance calls over their Switched Access lines.

SECTION 3 - DESCRIPTION OF SERVICES

3.8 Timing of Calls

See Section 2.13 of this Tariff

3.9 Mileage Measurements

See Section 2.20 of this Tariff.

3.10 Per Call Billing Charges

See Section 2.14 of this Tariff

3.11 Minimum Call Completion Rate

A Customer can expect a call completion rate of not less than 97% during peak use periods for all Feature Group D Services (1+ dialing).

SECTION 4 - RATES AND CHARGES**4.1 Outbound Services - Switched Access****4.1.1 ECI Switched Access**

TU	Rate Per Minute
\$25	\$0.130
\$50	\$0.120
\$75	\$0.115
\$100	\$0.110
\$150	\$0.105
\$200	\$0.100
\$250	\$0.099
\$500	\$0.095
\$1,000	\$0.090
\$2,000	\$0.085
\$2,500	\$0.079

4.1.2 ECI Special

TU	Rate Per Minute
\$1,000	\$0.120
\$1,500	\$0.100

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SECTION 4 - RATES AND CHARGES**4.2 Outbound Services - Dedicated Access**

TU	Rate Per Minute
\$25	\$0.130
\$50	\$0.120
\$75	\$0.115
\$100	\$0.110
\$150	\$0.105
\$200	\$0.100
\$250	\$0.099
\$500	\$0.095
\$1,000	\$0.090
\$2,000	\$0.085
\$2,500	\$0.079

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SECTION 4 - RATES AND CHARGES**4.3 Inbound Services - Switched Access**

TU	Rate Per Minute
\$25	\$0.200
\$40	\$0.140
\$100	\$0.120
\$150	\$0.110
\$200	\$0.100
\$250	\$0.095
\$500	\$0.090
\$1,000	\$0.085
\$2,000	\$0.075
\$2,500	\$0.060

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SECTION 4 - RATES AND CHARGES**4.4 Inbound Services - Dedicated Access**

TU	Rate Per Minute
\$25	\$0.200
\$40	\$0.140
\$100	\$0.120
\$150	\$0.110
\$200	\$0.100
\$250	\$0.095
\$500	\$0.090
\$1,000	\$0.085
\$2,000	\$0.075
\$2,500	\$0.060

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SECTION 4 - RATES AND CHARGES

4.5 Calling Card Services

4.5.1 ECI Travel Card

The rate per minute is \$0.18.

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SECTION 4 - RATES AND CHARGES**4.6 Prepaid Calling Card Services****4.6.1 ECI Prepaid Calling Cards, Scenic Card, ECI World Card****(A) Option M**

The rate per minute is as follows:

Annual Usage Commitment - Minutes	Rate Per Minute
less than 250,000	\$0.1400
250,000 to less than 500,000	\$0.1375
500,000 to less than 1,000,000	\$0.1350
1,000,000 to less than 5,000,000	\$0.1300
5,000,000 to less than 7,500,000	\$0.1250
more than 7,500,000	\$0.1200

(B) Option U

The rate per unit is as follows:

Annual Usage Commitment - Units	Rate Per Unit
less than 250,000	\$0.1400
250,000 to less than 500,000	\$0.1375
500,000 to less than 1,000,000	\$0.1350
1,000,000 to less than 5,000,000	\$0.1300
5,000,000 to less than 7,500,000	\$0.1250
more than 7,500,000	\$0.1200

SECTION 4 - RATES AND CHARGES**4.6 Prepaid Calling Card Services (continued)****4.6.2 ECI Private Label Prepaid Calling Card****(A) Option M**

The rate per minute is as follows:

Annual Usage Commitment - Minutes	Rate Per Minute
less than 250,000	\$0.1400
250,000 to less than 500,000	\$0.1375
500,000 to less than 1,000,000	\$0.1350
1,000,000 to less than 5,000,000	\$0.1300
5,000,000 to less than 7,500,000	\$0.1250
more than 7,500,000	\$0.1200

(B) Option U

The rate per unit is as follows:

Annual Usage Commitment - Units	Rate Per Unit
less than 250,000	\$0.1400
250,000 to less than 500,000	\$0.1375
500,000 to less than 1,000,000	\$0.1350
1,000,000 to less than 5,000,000	\$0.1300
5,000,000 to less than 7,500,000	\$0.1250
more than 7,500,000	\$0.1200

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SECTION 4 - RATES AND CHARGES

4.7 Directory Assistance

4.7.1 Calls made via the ECI Travel Card or an ECI Prepaid Calling Card

The rate is \$1.00 per call.

4.7.2 All Other Calls

The Rate is \$0.85 per call.

SECTION 4 - RATES AND CHARGES**4.8 Exemptions and Special Rates****4.8.1 Discounts for Hearing Impaired Customers**

Pursuant to Section 25-4.079 (4) of the IXC Rules For Special Rates For Handicapped Customers, a telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive credit on charges for certain intrastate toll charges placed between TDDs. Those dialed calls using a Service which have a time-of-day pricing element will receive a credit equal to applying the evening rate for calls placed during the daytime rate period and the night rates for evening and night calls.

Pursuant to Section 25-4.160 (1) of the IXC Rules For Special Rates For Handicapped Customers, a telephone toll message placed via the relay service will receive a discount of fifty (50) percent of the time-sensitive element of the call. If either party is both hearing and visually impaired, the discount will be sixty (60) percent of the time-sensitive element of the call. The discounts do not apply to per call charges such as calling card surcharges.

4.8.2 Directory Assistance for Handicapped Person

Pursuant to Section 25-4.115 (3) (a) of the IXC Rules For Special Rates For Handicapped Customers, there will be no charge for up to fifty (50) calls per billing cycle from lines or trunks servicing individuals with disabilities.

SECTION 4 - RATES AND CHARGES

4.9 Miscellaneous Charges

4.9.1 Payphone Surcharge

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a carrier's access code, a Customer's 800 and other toll-free numbers, and debit card calls, from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation.

(A) Prepaid Calling Card Calls

The Customer shall pay the Company a per call surcharge of \$0.50 per call for all such traffic.

(B) All Other Calls

The Customer shall pay the Company a per call surcharge of \$0.29 per call for all such traffic.