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SCANNED ORIGINAL

February 12, 1999

via OVERNIGHT DELIVERY

Florida Public Service Commission
Division of Communications, Certification
& Compliance Section
2440 Shumard Oak Boulevard
Tallahassee, Florida 32399-0866

990174-TX

Re: FreedomTel, Inc.'s Application to Provide Alternative Local Exchange Service
Within the State of Florida (the "Application")

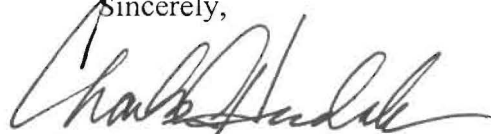
Dear Sir/Madam:

Enclosed are the original and six (6) copies of the Application. Please file the Application
in your usual fashion and return one file-stamped copy to us in the enclosed envelope.

In addition, enclosed is a check in the amount of \$250.00 to cover the filing fee.

If you have any questions or comments, please call.

Sincerely,



Charles A. Hudak

CAH/cm
Enc.

cc: Mr. David Gillette
FreedomTel, Inc. (with enclosure)

Handwritten initials and a stamp that says "Red check:"

DOCUMENT NUMBER-DATE
01929 FEB 15 99
FPSC-RECORDS/REPORTING

APPLICATION FORM
FOR
AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS
SERVICE
WITHIN THE STATE OF FLORIDA

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

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

- Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.

3. Name of corporation partnership, cooperative, joint venture or sole proprietorship:

FreedomTel, Inc. (the "Applicant")

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

FreedomTel, Inc.

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

FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514
Telephone: 850-479-1009
Facsimile: 850-476-6484

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

FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514
Telephone: 850-479-1009
Facsimile: 850-476-6484

7. Structure of organization;

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

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

Not applicable.

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

Not applicable.

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

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

Not applicable.

- (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.

Not applicable.

9. If incorporated, please give:

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

Corporate Charter Number: P9800007976

Applicant's Certificate of Incorporation issued by the Florida Department of State is attached hereto at Exhibit "A".

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

**David Gillette
8804 University Parkway
Pensacola, Florida 32514**

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

Fictitious name registration number:

Not applicable.

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

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

None of Applicant's officers, directors, or any of the ten largest stockholders have previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime.

- (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.

Not applicable.

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

(a) The application;

Charles A. Hudak, Esq.
Gerry, Friend & Sapronov, LLP
Three Ravinia Drive
Suite 1450
Atlanta, Georgia 30346-2131
Telephone: 770 / 399-9500
Facsimile: 770 / 397-0000
Internet: chudak@gfslaw.com

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

David Gillette, President
FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514
Telephone: 850-479-1009
Facsimile: 850-476-6484

(c) Tariff;

Charles A. Hudak, Esq.
Gerry, Friend & Sapronov, LLP
Three Ravinia Drive
Suite 1450
Atlanta, Georgia 30346-2131
Telephone: 770 / 399-9500
Facsimile: 770 / 397-0000
Internet: chudak@gfslaw.com

(d) Complaints/Inquiries from customers;

David Gillette, President
FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514
Telephone: 850-479-1009
Facsimile: 850-476-6484

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

Applicant has not yet operated as an interexchange carrier in any state.

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

Applicant has filed an application to resell interexchange telecommunications services in the State of Alabama.

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

Applicant has not yet received certification to operate as an interexchange carrier in any State.

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

Applicant has not been denied certification to operate as an interexchange carrier in any State.

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

Applicant has not been assessed regulatory penalties for violating any State or Federal telecommunications statutes.

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

Applicant has not been involved in any civil court proceeding with an interexchange carrier, local exchange carrier or other telecommunications entity in any State or Federal jurisdiction.

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

- | | |
|--|------------------------------------|
| <input type="checkbox"/> Facilities | <input type="checkbox"/> Operators |
| <input type="checkbox"/> Billing and Collection | <input type="checkbox"/> Sales |
| <input type="checkbox"/> Maintenance | |
| <input checked="" type="checkbox"/> Other: Reseller | |

13. Do you have a marketing program?

Applicant intends to utilize its existing marketing and sales personnel to promote its services within the State of Florida.

14. Will your marketing program: **Not applicable.**

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

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

Not applicable.

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Residential customers | <input checked="" type="checkbox"/> Business customers |
| <input type="checkbox"/> PATS providers | <input type="checkbox"/> PATS station end-users |
| <input type="checkbox"/> Hotels and motels | <input type="checkbox"/> Hotel and motel guests |
| <input type="checkbox"/> Universities | <input type="checkbox"/> University dormitory residents |
| <input type="checkbox"/> 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 who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided:

Applicant's name, address and toll-free customer assistance telephone number will appear on each customer bill. Applicant's customer assistance department will be available 24-hours a day, seven days a week.

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

**FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514
Telephone: 850-479-1009
Facsimile: 850-476-6484**

18. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485.

Applicant's proposed tariff is attached hereto at Exhibit "B".

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

- MTS with distance sensitive per minute rates
- Method of access is FGA
- Method of access is FGB

- Method of access is FGD
- Method of access is 800
- MTS with route specific rates per minute
- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800
- MTS with statewide flat rates per minute (i.e. not distance sensitive)
- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800
- MTS for pay telephone service providers
- Block-of-time calling plan (Reach out Florida, Ring America, etc.)
- 800 Service (Toll free)
- WATS type service (Bulk or volume discount)
- Method of access is via dedicated facilities
- Method of access is via switched facilities
- Private Line services (Channel services)
(For example, 1.544 mbs., DS-3, etc.)
- Travel Service
- Method of access is 950
- Method of access is 800
- 900 Service
- Operator Services
- Available to presubscribed customers
- Available to non presubscribed customers (for example, to patrons of hotels, students in universities, patients in hospitals)
- Available to inmates
- Services included are:
 - Station assistance
 - Person-to-Person assistance
 - Directory assistance
 - Operator verify and interrupt
 - Conference Calling

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

Applicant's customers will obtain access to services by dialing "1+", "1-800" or "10XXX" dialing sequences.

21. _____ Other

Not applicable.

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 \$50.00 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **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 Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is the Company's 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.

FreedomTel, Inc.

By: David Gillette, President
David Gillette, President

Date: January 19, 1999

APPENDIX A

CERTIFICATE TRANSFER STATEMENT

I, _____, current holder of certificate number _____, have reviewed this application and join in the petitioner's request.

Not applicable.

Signature of owner or chief officer of the certificate holder

Title

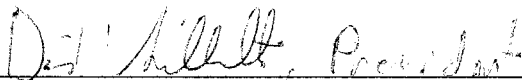
Date

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).



**David Gillette, President
FreedomTel, Inc.**

January 19, 1999

Date

APPENDIX C

INTRASTATE NETWORK

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

As a reseller, Applicant's services will be provided from current or future locations where its underlying carrier maintains a point of presence.

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

As a reseller, Applicant's services will be accessible from all locations where its underlying carrier maintains switched access facilities.

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

<u>POP-to-POP</u>	<u>Type</u>	<u>Ownership</u>
-------------------	-------------	------------------

Applicant does not maintain transmission facilities within the State of Florida.

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).

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

Applicant states that it shall limit its intraEAEA service to WATS and MTS toll service. Applicant has the ability to screen all calls and shall block any other unauthorized intraLATA local call. Applicant further states that it does not resell private line services.

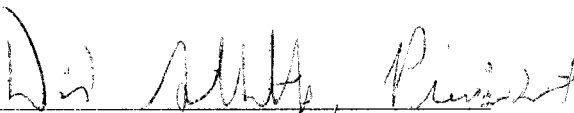
6. CURRENT FLORIDA INTRASTATE SERVICES: Applicant has () or has not (X) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:

- (a) What services have been provided and when did these services begin?

Not Applicable.

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

Not Applicable.



David Gillette, President
FreedomTel, Inc.

January 19, 1999

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).

Applicant intends to offer interexchange service from all telephone company exchanges located within the State of Florida.

David Gillette, President
David Gillette, President
FreedomTel, Inc.

January 19, 1999

Date

EXHIBIT "A"

CERTIFICATE OF INCORPORATION

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of FREEDOMTEL, INC., a Florida corporation, filed on September 14, 1998, as shown by the records of this office.

The document number of this corporation is P98000079176.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fourteenth day of September, 1998



CR2EO22 (2-95)

Sandra B. Morham

Sandra B. Morham
Secretary of State

**ARTICLES OF INCORPORATION
OF
FREEDOMTEL, INC.**

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 SEP 14 PM 1:15

ARTICLE I. - NAME

The name of this corporation is FREEDOMTEL, INC.

ARTICLE II. - PURPOSE

This corporation is organized for the purpose of engaging in any and all business permitted under the laws of the State of Florida.

ARTICLE III. - CAPITAL STOCK

This corporation is authorized to issue Seven Thousand Five Hundred (7,500) shares of One Dollar (\$1.00) par value common stock.

ARTICLE IV. - PREEMPTIVE RIGHTS

Every shareholder, upon the sale for cash of any new stock of this corporation of the same kind, class or series as that which he already holds, shall have the right to purchase his pro rata share thereof (as nearly as may be done without issuance of fractional shares) at the price at which it is offered to others.

ARTICLE V. PRINCIPAL OFFICE AND MAILING ADDRESS

The initial principal office and mailing address of the corporation shall be:

FREEDOMTEL, INC.
8804 University Parkway
Pensacola, Florida 32514

The Board of Directors may change the address from time to time to any other address in the State of Florida.

ARTICLE VI. - INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this corporation is 8804 University Parkway Pensacola, Florida 32514, and the name of the initial registered agent of this corporation at that address is David C. Gillette.

ARTICLE VII. - INITIAL OFFICERS AND DIRECTORS

This corporation shall have two directors initially. The number of directors may be either increased or diminished from time to time by the By-Laws but shall never be less than one. The names and addresses of the initial directors and officers of this corporation are:

David C. Gillette
8804 University Parkway
Pensacola, Florida 32514

Margaret K. Gillette
8804 University Parkway
Pensacola, Florida 32514

ARTICLE VIII. - INCORPORATOR

The name and address of the person signing these Articles is:

David C. Gillette
8804 University Parkway
Pensacola, Florida 32514

Margaret K. Gillette
8804 University Parkway
Pensacola, Florida 32514

ARTICLE IX. - BY-LAWS

The power to adopt, alter, amend or repeal by-laws shall be vested in the Board of Directors and the shareholders.

ARTICLE X. - RESTRICTIONS ON TRANSFER OF STOCK

The corporation, and subject to the priority of the corporation, the remaining stockholders of the corporation, shall have a preference in the purchase of any shares of the capital stock of the corporation, and any attempted sale of such shares of stock in violation of this provision shall be null and void. In case a

stockholder, his personal representatives, heirs, devisees, legatees, pledgee, assignee, receiver, trustee in bankruptcy or any other person holding under or in privity with any stockholder, desires to sell his shares of stock, he shall file notice in writing of such intention with the Secretary of the corporation, stating the price and terms upon which he desires to sell such stock, and unless the terms of such offer are accepted by the corporation within ten (10) days, it shall be deemed to have waived its privilege of purchasing. In the event that the corporation is legally unable to purchase such stock or otherwise waives its privilege of purchasing, the Secretary of the corporation shall mail a written notice to all of the remaining stockholders, by certified mail, return receipt requested, advising them of the terms of such offer, and unless the terms of such offer are accepted by any or all of the other stockholders within ten (10) days from the date of mailing such notice, they shall be deemed to have waived their privilege of purchasing, and the stockholders or the person in privity with him desiring to sell shall be at liberty to effect a sale upon the terms of such offer. No stockholder who has given notice pursuant to this article, may thereafter sell such stock for a price or upon terms different than the offer contained in such notice, without again complying with the notice requirements of this article. Neither the corporation, nor the remaining stockholders (collectively), may exercise their privilege of purchasing as to any shares of stock less than the total number of shares involved in such offer.

ARTICLE XI. - INDEMNIFICATION

The corporation shall indemnify any officer or directors, or any former officer or director, to the full extent permitted by law.

ARTICLE XII. - AMENDMENT

This corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment hereto.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 8 day of ~~August~~ ^{Sept}, 1998.

David C. Gillette
Subscriber

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, a notary public authorized to take acknowledgements in the state and county set forth above, personally appeared **DAVID C. GILLETTE**, known to me and known by me to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed those Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the state and county aforesaid, this ~~8th~~ ^{8th} day of ~~August~~, 1998.

Sept

OFFICIAL NOTARY SEAL
THOMAS M COLLIER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC429419
MY COMMISSION EXP. DEC. 26, 1998

Tom Collier
TYPED NAME: TM COLLIER
NOTARY PUBLIC-STATE OF FLORIDA
MY COMMISSION EXPIRES: 12/98

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for FREEDOMTEL, INC. at the place designated in the Articles of Incorporation, the undersigned agrees to act in this capacity, and agrees to comply with the provisions of Section 48.091 relative to keeping such office open.

DATE: 9/8/98

David C. Gillette
DAVID C. GILLETTE

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 SEP 14 PM 1:15

EXHIBIT "B"

PROPOSED TARIFF

TITLE SHEET

This Tariff contains the description, regulations and rates applicable to the furnishing of Intrastate Long Distance telecommunications service by FreedomTel, Inc., with principal offices at 8804 University Parkway, Pensacola, Florida 32514.

This Tariff applies to services furnished within the State of Florida.

This Tariff is on file with the Florida Public Service Commission and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: _____

Effective: _____

By: Mr. David Gillette
President
FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514

CHECK LIST

Pages are effective as of the date shown. Revised sheets as named below contain all changes from the original Tariff that are in effect on the date thereof.

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20	Original
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24	Original
25	Original
26	Original
27	Original

Issued: _____

Effective: _____

By: Mr. David Gillette
President
FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514

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Issued: _____

Effective: _____

By: Mr. David Gillette
President
FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514

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Issued: _____

Effective: _____

By: Mr. David Gillette
 President
 FreedomTel, Inc.
 8804 University Parkway
 Pensacola, Florida 32514

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Issued: _____

Effective: _____

By: Mr. David Gillette
President
FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514

SYMBOLS

Whenever Tariff sheets are revised, changes will be identified by the following symbols:

- (D) Deleted or discontinued.
- (I) A change resulting in an increase to a customer's bill.
- (M) Moved from another Tariff location.
- (N) New.
- (R) A change resulting in a reduction to a customer's bill.
- (T) Change in text or regulation but no change in rate or charge.

Issued: _____

Effective: _____

By: Mr. David Gillette
President
FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514

TARIFF FORMAT SHEET

A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.

B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Florida Public Service Commission. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods etc., the most current page number on file with the Commission is not always the Tariff page in effect. Customer should consult the check page for the page currently in effect.

C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
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D. Check List of Effective Pages. When a Tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the Tariff filing. The Check List lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). The customer should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

Issued: _____

Effective: _____

By: Mr. David Gillette
President
FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514

1 TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used throughout this Tariff are defined below.

Authorization Code

"Authorization Code" means a numerical code, one or more of which are assigned to a Customer to enable it to access the Services provided by the Company and to identify the Customer for billing purposes.

Carrier

"Carrier" means a communications common carrier authorized by the Commission to provide communications service to the public.

Commission

"Commission" means the Florida Public Service Commission.

Credit(s)

"Credit(s)" has the meaning set forth in Section 2.24 hereof.

Credit Allowances

"Credit Allowances" has the meaning set forth in Section 2.24 hereof.

Credit Limit

"Credit Limit" means a credit limit placed on Customer's monthly consumption of Services pursuant to Section 2.16.

Customer

"Customer" means the person, firm, company, corporation, or other entity who, pursuant to a Service Order, orders Service(s) under this Tariff.

Issued: _____

Effective: _____

By: Mr. David Gillette
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1 Technical Terms and Abbreviations, continued

FCC

"FCC" means the Federal Communications Commission.

Governmental Authority

"Governmental Authority" means any judicial, administrative, or other federal, state or municipal governmental authority (including without limitation the Commission and the FCC) having jurisdiction over the Company or the provision of Services hereunder.

Interruption

"Interruption" means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by Customer for a continuous period of thirty (30) minutes or more.

InterLATA Service

"InterLATA Service" means communications between a point located in a local access and transport area ("LATA") and a point located outside such area.

Local Exchange Carrier ("LEC")

"LEC" means any person that is engaged in the provision of local exchange service or exchange access service. However, such term does not include any person insofar as such person is engaged in the provision of commercial mobile radio service.

Local Access and Transport Area ("LATA")

"Local Access and Transport Area" or "LATA" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a LEC provides communications service.

Minimum Service Period

"Minimum Service Period" (or "MSP") means the minimum period of time during which Customer takes Services under this Tariff.

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1 Technical Terms and Abbreviations, continued

Other Providers

"Other Providers" means any carriers or other service providers, whose services or facilities are connected to the Services.

Performance Failure

"Performance Failure" means any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

Regulation(s)

"Regulation(s)" means any and all law(s), rule(s), regulation(s) (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or any other Governmental Authority or which arise under any federal, state, or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Tariff.

Resale Tariff(s)

"Resale Tariff(s)" means the Tariff(s) of one or more Underlying Carriers.

Scheduled Interruption

"Scheduled Interruption" means an Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Service(s)

"Service(s)" means the Company's regulated, communications common carrier service(s) provided under this Tariff.

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1 Technical Terms and Abbreviations, continuedService Commencement Date

"Service Commencement Date" means either (i) the first day following the date on which the Company notifies the Customer that the requested Service is available for use; (ii) in the event Customer lawfully refuses to accept such Service, the date of Customer's acceptance of such Service; or (iii) another, mutually agreed upon date.

Service Order

"Service Order" means (i) a contract between the Company and Customer; or (ii) a Company designated form used from time to time by Customer for purposes of ordering Services hereunder.

TDD

"TDD" means a Telecommunications Device for the Deaf.

Termination (Terminate)

"Termination" (or "Terminate") means discontinuance of (to discontinue) Services, either at Customer's request, or by the Company in accordance with Regulations.

Underlying Carrier(s)

"Underlying Carrier(s)" means other Carrier(s) whose services are resold by the Company pursuant to this Tariff.

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2 RULES AND REGULATIONS

The Company is a reseller of regulated, intrastate, long distance telecommunications services. The Services described in Section 3 of this Tariff are provided to Customers by the Company pursuant to one or more applicable resale agreements or Resale Tariffs which are on file with, and have been approved by, the Commission.

2.1 Undertaking of the Company

- 2.1.1 Obligation to Provide Service. The Company shall exercise its best efforts to provide Services to Customers pursuant to the terms and conditions of this Tariff. The Company shall exercise reasonable efforts to make such Services available for Customers' use on either the installation date set forth in a Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require. In the event of a conflict or inconsistency between (i) the terms of a Service Order (or of any other document executed by the Customer); and (ii) those of this Tariff, the latter shall govern.
- 2.1.2 Conditions to Company's Obligations. The obligations of the Company to provide Services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) the provision of Services to the Company for Resale by the Underlying Carrier; (iii) interconnection to Other Providers' services or facilities as required; and (iv) any applicable Credit Limit.
- 2.1.3 Right to Discontinue or Block Services. The Company reserves the right (i) to discontinue or temporarily suspend Services to or from a location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to the Company; or (ii) to block Services to any Customer location or any Authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services at or by means of said location or Authorization Code or (b) consumption of Services in excess of the Credit Limit (if any).

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2.2 Responsibility and Use

2.2.1 Services may be used by Customer for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth herein and in any applicable Service Order. Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any Authorization Codes provided by Company to Customer.

2.2.2 Customers reselling or rebilling the Company's Services must first obtain a certificate of public convenience and necessity as an interexchange carrier from the Commission.

2.3 Transmission

The Services are suitable for the transmission of voice, data, or other communications only to the limited extent set forth in the Resale Tariff(s) of the Company's Underlying Carrier(s).

2.4 Call Blocking

Notwithstanding any other provision of this Tariff, the Company may block calls which are (i) made to certain counties, cities, or central office ("NXX") exchanges; or (ii) use certain Authorization Codes, as the Company, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Services.

2.5 Interconnection

2.5.1 Services or facilities furnished by the Company may be connected with services or facilities of Other Providers subject to any technical limitations set forth in said Other Providers' Tariffs (if any); provided, however, Service furnished by the Company is not part of a joint undertaking with any Other Provider.

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2.5 Interconnection, continued

2.5.2 Interconnection with the facilities or services of Other Providers is subject to (i) the availability of said Other Providers' facilities; and (ii) the applicable terms and conditions of the Other Providers' Tariffs (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of the Company and Other Providers must be provided at the Customer's sole expense.

2.6 Title

Title to any and all equipment or facilities provided by Company under this Tariff will remain in the Company.

2.7 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the Customer's premises. The Customer shall arrange for the Company, or other Carriers as required, to have access to the Customer's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of Customer, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

2.8 Non-Routine Maintenance and Installation

At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional charges based on the Company's actually incurred labor, material or other costs for such non-routine installation or maintenance.

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2.9 Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer with Regulations (including without limitation the provisions of this Tariff); (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities; (iii) to prevent fraudulent use of or access to the Services; or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.

2.10 Service Commencement and Acceptance

Billing for Services will commence as of the Service Commencement Date. The Company shall notify the Customer when Services ordered pursuant to an accepted Service Order are ready for use. Customer may refuse to accept such Services only if such Services fail to substantially comply with the specifications (if any) therefor set forth in the Service Order or in this Tariff.

2.11 Minimum Service Period

The Minimum Service Period ("MSP") will be for the term specified in the applicable Service Order, which term must be no less than thirty (30) days. Except as otherwise provided in the Service Order, (i) this MSP will automatically renew for subsequent terms of equal duration; and (ii) the Company may elect not to renew any MSP by written notice to the Customer no later than thirty (30) days prior to the expiration date of said MSP.

2.12 Service Order Cancellation

Customers who cancel a Service Order prior to Service installation will not incur a Charge. Customers who cancel a Service Order after installation will be billed the Company's reasonably incurred, actual expenses associated with such installation.

2.13 Billing and Payments

2.13.1 Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Customers, including without limitation any unauthorized, unlawful or fraudulent use or access.

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2.13 Billing and Payments, continued

- 2.13.2 All amounts stated on each monthly invoice are due and payable immediately upon Customer's receipt thereof.
- 2.13.3 Except as otherwise provided in this Tariff, charges for Services will be billed to Customer on a monthly (30 day) basis, in arrears, based on the Customer's actual usage, or under such other terms as may be agreed to by the Company and the Customer in writing.
- 2.13.4 Except as otherwise provided in this Tariff, the Company, at its sole option, may Terminate Services in the event Customer fails to pay any invoice within thirty (30) calendar days after the due date stated thereon, subject to five (5) business days' prior written notice and to any other applicable Commission Regulations; provided, however, Customer, at any time prior to the proposed date of Termination, may cure its failure to pay past due invoices by agreeing in writing to pay future invoices when due and to pay the unpaid balance. Termination of Services by the Customer or the Company for any reason whatsoever will not relieve Customer of its payment obligations hereunder for all Service charges incurred by Customer through the date of Termination. Customer will be liable for all costs of collection hereunder, including without limitation reasonable attorney's fees. Any invoice for Services not disputed by Customer within thirty (30) days after receipt thereof is to be deemed conclusively correct and binding upon the Customer; provided, however, Customer will have the right to obtain Commission investigation of any disputed invoice before Service is disconnected in accordance with Regulation.

2.14 Deposits

The Company will not collect deposits from its customers.

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2.15 Advance Payments

2.15.1 Recurring Advance Payments. The Company, at its sole discretion, may require any Customer to make an advance payment for consumption of Services. A Customer may be required to continue to make advance payments in accordance with this Section 2.15.1 until such time as its credit worthiness is established to the Company's reasonable satisfaction. Such Advance Payment will not exceed one month's estimated charges for service. Advance payments will be applied against next month's charges for Services and, if necessary, an additional Advance Payment will be collected for the next month.

2.16 Credit Limit

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

2.17 Taxes

The Customer is responsible for payment of any and all state taxes or surcharges, including without limitation franchise fees, excise taxes, sales taxes, or municipal utilities taxes. Taxes and surcharges will be billed by the Company as separate line items on Customer's invoice and are not included in any rates set forth in this Tariff.

2.18 Discontinuation

2.18.1 By Company. The Company may at its sole option and discretion Terminate Service without incurring any liability therefor whatsoever, subject to (i) no less than five (5) business days prior written notice or such other notice period required by Regulation; and (ii) any applicable Regulations, for any of the following reasons:

2.18.1.A by order of a Governmental Authority;

2.18.1.B in the event of any unlawful, unauthorized or fraudulent use of or access to the Services, including without limitation violation of the provisions of this Tariff, a Service Order, or of any other Regulations, by the Customer, or by any other person;

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2.18 Discontinuation, continued

2.18.1.C Customer's use of Services in excess of its Credit Limit (if any) or its failure to make an advance payment (if so required) for Services provided hereunder; or

2.18.1.D Customer's provision of false or misleading information in its Service Order or in any other document delivered by Customer to the Company.

2.19 Restoration of Services

The Company shall restore any Terminated Service after all outstanding charges have been paid.

2.20 Limitation of Liability

2.20.1 Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgment, demand, liability or expense (including without limitation reasonable attorney's fees) (i) brought or incurred by Customer or by any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service; or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by Customer for the month during which the Service was affected, unless ordered by the Commission. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowances pursuant to the provisions of Section 2.24 hereof.

2.20.2 To the extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.20.1 hereof.

2.20.3 To the extent permitted by any applicable Regulation, the Company's liability for gross negligence will also be limited to the amounts described in Section 2.20.1 hereof.

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2.21 Disclaimer

The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) liabilities arising out of any Underlying Carriers' or Other Providers' Performance Failure; (ii) any act or omission of any third party furnishing equipment, facilities or service to any Customer in connection with this Tariff or with the Services; or (iii) any other act or omission of any Other Provider, Customer or third party related to the use or provision of Services hereunder.

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.

2.22 Indemnification

Subject to the limitations of liability set forth in Section 2.20 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or liability for damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or liability was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors or assignees, in connection with use of the Services. The indemnifying party under this Section 2.22 shall defend the other at the other's request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.22 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

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2.23 Indemnification by Customer

Customer shall defend, indemnify and hold the Company (together with its officers, directors, employees, and agents) harmless from any and all actions, claims, judgments, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

2.23.1 libel or slander resulting from Customer's use of the Services;

2.23.2 any loss, or destruction of any property or any personal injury (including death) not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied facilities (i) in combination with the services or equipment supplied by the Customer or any third party; or (ii) in an explosive or otherwise hazardous environment;

2.23.3 infringement of any patent, copyright, trademark, trade name, service mark or trade secret arising from (i) the transmission of any material transmitted (a) by any Customer or (b) by any other person using the Services provided to any Customer, Customer location, or Authorization Code; or (ii) from the combination of Customer's use of Services other Customer-provided facilities or services; and

2.23.4 except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Customers.

2.24 Credits and Credit Allowances

2.24.1 Credits ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the Company as described in Section 2.24.2 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month; (ii) are directly caused by the Company; and (iii) are not due to the negligence or willful misconduct of the Customer, its employees, subcontractors, agents, or assignees, will be applied to Customer's account with the Company. Such Credits are to be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours. (For the purpose of this computation, each month is deemed to have 720 hours.) An Interruption is measured from the time the Company detects, or

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2.24 Credits and Credit Allowances, continued

the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is be rounded to the nearest hour.

2.24.2 In the event of an Interruption caused by Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, subject to the Company's collection of such Credit Allowance from the Underlying Carrier obligated to provide same.

2.24.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.24; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed month charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the Minimum Service Period.

2.25 Compliance

The Company and Customer shall comply with all Regulations.

2.26 Force Majeure

The Company is excused from any Performance Failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, disconnection or unavailability (through no fault of the Company) of any Underling Carriers' facilities or services.

2.27 Full Force and Effect

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

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2.28 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.29 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of Florida.

2.30 Assignment

2.30.1 By Customer. The Customer may not transfer or assign its rights or obligations associated with any Service Order without the Company's prior written consent. The Company will permit a Customer to transfer its Service to another party only upon payment of all Charges due through the date of transfer. Such a transfer will be treated as a discontinuation, followed by an installation of new Services, subject to any applicable installation or other non-recurring Charges.

2.30.2 By Company. The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest.

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3 DESCRIPTION OF SERVICES

Services consist of (i) resold long distance message telecommunications service ("MTS"); and (ii) toll-free Service. Services may be originated and/or terminated at any location in the State of Florida.

3.1 Resold Long Distance Service

The Company's long distance Services consist of Message Telecommunications Service ("MTS"). MTS is a switched, intrastate, telecommunications service which permits Customers to establish communications between two locations within the State of Florida. MTS is available as both an interLATA and an intraLATA Service.

3.2 Personal Toll-Free Service

Personal Toll-Free Service is a switched, intrastate, incoming telecommunications service. Toll-Free Customers shall be assigned an "800" or "888" incoming call number by the Company for termination and billing of toll-free calls.

3.3 Operator Services

The Company does not provide operator services. All operator assisted calls, including collect calls, calling card calls, credit card calls, person-to-person calls, third party calls, and other related operator services will be routed to the Company's Underlying Carrier.

3.4 Computation of Charges

3.4.1 The Customer's monthly charges for Services provided hereunder are based upon either (i) the total time the Customer actually uses the Services (rounded to the increments set forth in Section 4.4); or (ii) the airline mileage between the originating and the terminating rate centers of each call as calculated using the V and H rate centers produced by Bell Communications Research, NPA-NXX-V and H coordinate tape and Bell's NECA Tariff No. 4. The method of calculation of the airline mileage between rate centers is calculated according to the following formula.

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

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3.4 Computation of Charges, continued

Where V1 and H1 are the V and H coordinates of point 1 and V2 and H2 are the V and H coordinates of point 2. The mileage is rounded up to an integer value to determine the airline mileage.

3.4.2 Calls will be billed in increments of an initial one (1) minute period and additional periods of one (1) minute, as set forth in Section 4.4. Where answer supervision is available, the time of each call begins as set forth in Subsection 3.4.3, below, and ends when the calling party disconnects. In no event will the time of a call be deemed to begin prior to sixty (60) seconds from the time of intervention by an operator or automated equipment with respect to said call, except where answer detection capability exists.

3.4.3 Where answer supervision is available, the timing of a call begins when the called station is answered. Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. Chargeable time for all calls ends when one of the parties disconnects from the call. The Company will not knowingly bill any Customer for unanswered calls. Upon the Customer's request, the Company shall promptly refund or credit, as the case may be, payments or charges for any unanswered call inadvertently billed due to the unavailability of Feature Group D or to the LEC's failure to provide answer supervision. Where answer supervision is not available, any call for which the billed duration exceeds one minute shall be presumed to have been answered.

3.4.4 Uncompleted Calls

There shall be no charge for uncompleted calls. Customer may expect a call completion rate of 90% during peak hours.

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4 RATES

4.1 Return Check Charge

The Customer will be charged fifteen dollars (\$15.00) or the applicable statutory return check charge (if any), whichever is greater, whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.

4.2 Late Payment Charge

Invoices more than thirty (30) days past due will incur a monthly finance charge on the unpaid balance at a rate equal to one and one-half percent (1.5%) per month.

4.3 Promotions

The Company may from time to time engage in special promotions of new or existing Service offerings of limited duration designed to attract new customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations (i.e., thirty (30) days written notice to the Commission before implementation).

4.4 Rates for Long Distance Service

4.4.1 Intrastate Service

Initial and additional period rates applicable to all classes of Services for presubscribed ("1+") Customers are as follows:

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4.4 Rates for Long Distance Service, continued

Message Telecommunications Service

MILES	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL MINUTE	EACH ADDITIONAL MINUTE	INITIAL MINUTE	EACH ADDITIONAL MINUTE	INITIAL MINUTE	EACH ADDITIONAL MINUTE
0 - 10	\$0.2200	\$0.2200	\$0.1600	\$0.1600	\$0.1400	\$0.1400
11 - 16	\$0.2200	\$0.2200	\$0.1600	\$0.1600	\$0.1400	\$0.1400
17 - 22	\$0.2200	\$0.2200	\$0.1600	\$0.1600	\$0.1400	\$0.1400
23 - 30	\$0.2200	\$0.2200	\$0.1600	\$0.1600	\$0.1400	\$0.1400
31 - 40	\$0.2200	\$0.2200	\$0.1600	\$0.1600	\$0.1400	\$0.1400
41 - 55	\$0.2200	\$0.2200	\$0.1600	\$0.1600	\$0.1400	\$0.1400
56 - 124	\$0.2200	\$0.2200	\$0.1600	\$0.1600	\$0.1400	\$0.1400
125 - 292	\$0.2200	\$0.2200	\$0.1600	\$0.1600	\$0.1400	\$0.1400
293+	\$0.2200	\$0.2200	\$0.1600	\$0.1600	\$0.1400	\$0.1400

4.4.2 Personal Toll Free Service

Hours of Use per Line	Day	Evening	N/Wkd
0-15 hours	\$13.73-hr	\$11.66-hr	\$7.23-hr
15.1-40 hours	\$13.13-hr	\$10.21-hr	\$7.23-hr
40.1-80 hours	\$12.97-hr	\$ 8.68-hr	\$7.23-hr
Over 80 hours	\$12.13-hr	\$ 8.04-hr	\$7.23-hr

4.5 Directory Assistance

The Company does not provide directory assistance. Access to local distance directory assistance may be obtained by dialing 1+555-1212 or 411 for listings within the originating area code and by dialing 1 + (area code) + 555-1212 for other listings. Customer will be billed \$0.50 for each intrastate directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.

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4.6 Directory Assistance for Hearing or Speech Impaired

Pursuant to the applicable laws and regulations of the State of Florida and the Commission, the Company will provide at no charge up to fifty (50) long distance directory assistance calls per billing cycle to disabled Customers. As used in this Tariff, "disability(ies)" shall mean, with respect to an individual, a physical or mental impairment that prohibits that individual from using the telephone directory. All long distance directory assistance calls in excess of fifty (50) calls within a billing cycle shall be billed at the rate set forth in Section 4.5.

4.7 Telecommunications Relay Service

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

4.8 Rates for Hearing or Speech Impaired

For medically certified hearing or speech impaired Customers who communicate via a TDD, the Company will issue upon request a credit in an amount of twenty-five (25) percent of the regularly billed charges for calls made between TDDs. The credit will appear on the Customer's subsequent bill.

Issued: _____

Effective: _____

By: Mr. David Gillette
President
FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514

GERRY, FRIEND & SAPRONOV, LLP

ATTORNEYS AT LAW

SUITE 1450

THREE RAVINIA DRIVE

ATLANTA, GEORGIA 30346-2131

(770) 399-9500

FACSIMILE (770) 395-0000

EMAIL: gflaw@gflaw.com

DEPOSIT

DATE

D087

FEB 13 1999

February 12, 1999

via OVERNIGHT DELIVERY

Florida Public Service Commission
Division of Communications, Certification
& Compliance Section
2440 Shumard Oak Boulevard
Tallahassee, Florida 32399-0866

990174-TX

Re: FreedomTel, Inc.'s Application to Provide Alternative Local Exchange Service
Within the State of Florida (the "Application")

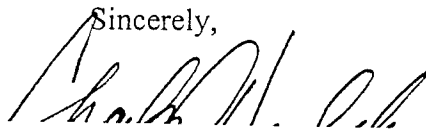
Dear Sir/Madam:

Enclosed are the original and six (6) copies of the Application. Please file the Application
in your usual fashion and return one file-stamped copy to us in the enclosed envelope.

In addition, enclosed is a check in the amount of \$250.00 to cover the filing fee.

If you have any questions or comments, please call.

Sincerely,



GERRY, FRIEND & SAPRONOV, LLP
CLIENT TRUST ACCOUNT
(770) 399-9500
THREE RAVINIA DRIVE, SUITE 1450
ATLANTA, GA 30346-2131

SUNTRUST BANK, ATLANTA
ATLANTA, GA
64-10/610

1897

01/15/99

PAY TO THE ORDER OF Florida Public Service Commission*****

\$ **250.00

Two Hundred Fifty and 00/100*****

Florida Public Service Commission*****

DOLLARS
Security features
included.
Details on back.



DOCUMENT NUMBER - DATE

01929 FEB 15 99

MEMO

MP

GERRY, FRIEND & SAPRONOV, LLP

ATTORNEYS AT LAW

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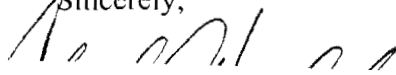
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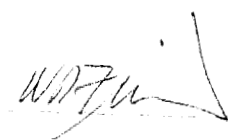
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