

**ISG-Telecom
Consultants**

A DIVISION OF
STARMIST COMMUNICATIONS

Strategic Alliances with Nortel, Re/Com, Cisco, DTI & Ascend
2494 Bayshore Blvd., Suite 204, Dunedin, FL 34694
3702 Stonewall Circle, Atlanta, GA 30339

990183-TX

VIA AIRBORNE EXPRESS

Monday, February 15, 1999

Florida Public Service Commission
Division of Communications
Attn: Ray Kennedy
Certification and Compliance Section
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0866

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

Re: \ Application for Approval of Assignment and Transfer
Tariff for Local Exchange Telecommunications Services

Initials of person who forwarded check:
AR

Dear Ray:


With reference to our discussions pertaining to Rehook1, Inc., please find enclosed the following materials, the application which is for the assignment and transfer of the certificate from Paul Vairo d/b/a Rehook1 to Rehook1, Inc., as we had discussed:

- (i) One (1) original plus seven (7) copies of the Application for Approval and Assignment and Transfer - as noted above;
- (ii) a check made out to the Florida Public Service Commission for \$ 250.00, for the application fee; and
- (iii) One (1) original plus seven (7) copies of the Tariff for Rehook1, Inc. to provide local exchange telecommunications services in the state of Florida.

Would you be kind enough to please direct the copies of the Applications as you have advised and otherwise, please direct the tariffs as required for their proper filing.

Many thanks, and if you should have any questions or comments about these materials, enclosed, please feel free to call me at the number noted below.

Sincerely yours,



Michael Rubin
Dir., Regulatory Affairs

DOCUMENT NUMBER - DATE
02034 FEB 16 99
FPSC-RECORDS/REPORTING

Phone: (727) 738-5553 Facsimile: (727) 738-5554 E-Mail: info@isg-telecom.com www.isg-tel.com.com

ISP to ISP/CLEC Turn-Key Solutions, REIT to REIT/CLEC Turn-Key Solutions, Business Case Models,
Tariffs, Interconnect Agreements, Equipment Selection & Deployments, VoIP Networks,
Full Back-Office Implementations, Leasing and Telecom Infrastructure Funding, General Telecom Consulting

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to RAR with proof of deposit.

Initials of person who forwarded check:
RLK

Re: \ Application for Approval of Assignment and Transfer
Tariff for Local Exchange Telecommunications Services

Dear Ray:

With reference to our discussions pertaining to Rehook1, Inc., please find enclosed the following materials, the application which is for the assignment and transfer of the certificate from Paul Vairo db/a Rehook1 to Rehook1, Inc., as we had discussed:

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ISG-TELECOM CONSULTANTS
2494 BAYSHORE BLVD., SUITE 204
DUNEDIN, FL 34698
(727) 738-5553
www.isg-telecom.com

NATIONSBANK, N.A. (SOUTH)
FLORIDA

107611

2/15/99

\$ **250.00

DOLLARS

Two Hundred Fifty and 00/100

FLORIDA PUBLIC SERVICE COMMISSION
Division of Communications
Certifications & Compliance Section
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0866
Rehook1, Inc. CLEC Certification Fee

VOID AFTER 90 DAYS

[Handwritten Signature]
AUTHORIZED SIGNATURE

Security Features. Details on back.



PAY
TO THE
ORDER OF

FLORIDA PUBLIC SERVICE COMMISSION

MEMO

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

In the Matter of the Application)
of Re-Hook 1, for approval of)
assignment and transfer of)
existing certificate of authority to)
provide Alternative Local Exchange)
Services Within the State of Florida)

Docket No. _____

APPLICATION FOR APPROVAL OF ASSIGNMENT AND TRANSFER

Paul Vairo d/b/a ReHook1 and Paul Vairo on behalf of Rehook1, Inc. (jointly the "Applicant" or "Rehook1"), pursuant to the Rules of the Florida Public Service Commission, hereby files an Application for Approval of Assignment (and transfer) of Existing Certificate to operate as an alternative local exchange service company (ALEC) in Florida to ReHook1, Incorporated (a non-certificated company) (the or this "Application") with the Florida Public Service Commission ("Commission"). ReHook1, Inc. is a single-purpose, limited liability company, incorporated under the laws of Florida, for the specific purpose of accepting assignment (and transfer) of the said certificate and undertaking the business of ReHook1 as an alternative local exchange services company.

In support of its Application, Applicant provides the following information in accordance with Florida Public Service Commission Form PSC/CMU 8 (11/95):

1. Applicant requests Approval of Assignment (and transfer) of the existing certificate [certificate to operate as an alternative local exchange services company (ALEC) in Florida], Docket Number 98-1015-TX, Order Number PSC-98-1401-FOF-TX, which became effective November 10, 1998 (the "existing certificate"), to Rehook1, Incorporated. Services to be furnished by Rehook1, Inc. are set forth in the Applicant's original application for authority as

approved by the said existing certificate, and are incorporated herein by this reference.

2. Applicant's name is Paul Vairo or Rehook1 [Paul Vairo d/b/a Rehook1 and Paul Vairo acting as the authorized signatory for Rehook1, Inc.].

3 and 4. Applicant will be doing business under the name "Rehook1, Incorporated".

5A and B. Information concerning Applicant's national and Florida office is as follows:

Rehook1, Inc.
18835 US Highway 19
Hudson, Florida 34668

6. Rehook1, Inc. is a limited liability company incorporated under the laws of the state of Florida. Applicant's Articles of Incorporation are submitted as **Exhibit A**.

7. Not applicable. Applicant is not an individual, partnership, or joint venture.

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

9. Applicant's Letter of Acknowledgement Number from the Florida Secretary of State is P99000007266. See attached **Exhibit A**.

10. Correspondence and communications concerning this Application should be directed to Applicant's regulatory consultant:

Mr. Michael Rubin
Director, Regulatory Affairs
ISG-Telecom Consultants, Int'l.

2494 Bayshore Blvd., Suite 204
Duncdin, Florida 34698

Telephone: (727) 738-5553
Facsimile: (727) 738-5554
E-mail: rubin@isg-telecom.com

11. Applicant is not providing and has not applied for local exchange or alternative local exchange authority in any other state.

12. Applicant has not been denied certification in any state.

13. No penalties have been imposed against the Applicant in any state.

14. Any customer service related issues may be addressed to the Applicant's customer service department via a toll-free number.

15. The Applicant's price list, in accordance with to Commission Rule 25-24.825, is as set forth in the Applicant's original application for authority as approved by the said existing certificate, and is hereby incorporated herein by this reference.

16A, 16B & 16C On the matter of the Applicant's financial, managerial and technical capabilities the Applicant submits that on these matters the information is as set forth in the Applicant's original application for authority as approved by the said existing certificate, and is hereby incorporated herein by this reference.

17. Applicant will comply with all the rules and regulations of the Commission and will respond to any Commission request for further information or evidence regarding Applicant's application for approval of assignment and transfer .

WHEREFORE, Paul Vairo [Paul Vairo d/b/a Rehook1, Inc. and Paul Vairo on behalf of Rehook1, Inc.] respectfully requests that the Florida Public Service Commission grant it approval of this Application for assignment and transfer of the said existing certificate of authority to provide Alternative Local Exchange Services Within the State of Florida.

Respectfully submitted this 10 day of Feb., 1998.

Rehook1

By: 

Paul Vairo
18835 US Highway 19
Hudson, Florida 34667
Telephone: 727.868-0751

Applicant's Regulatory Consultants

Michael Rubin
ISG-Telecom Consultants, Int'l.
2494 Bayshore Blvd., Suite 204
Dunedin, Florida 34698


Telephone: (727) 738-5553
Facsimile: (727) 738-5554
E-mail: rubin@isg-telecom.com

AFFIDAVIT

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

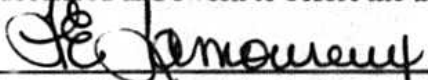
By my signature below, I, Paul Vairo (on Paul Vairo d/b/a Rehook1 and on behalf of Rehook1, Inc.), attest to the accuracy of the information contained in this Application and attached documents and that the Applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange service in the State of Florida. I have read the foregoing and declare that to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."



Paul Vairo
Rehook1
FL DL

Subscribed and sworn to before me this 10 day of FEB., ~~1998~~ 1999.



Notary Public in and for the State of Florida,

residing at: _____
1500 Pinehurst Dr
Spring Hill FL 34606

My commission expires _____  F.E. LAMOUREUX
MY COMMISSION EXPIRES
September 27, 2002
Comm. No. CC778465
BONDED THRU TROY FAIR INSURANCE, INC.
-5-

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

In the Matter of the Application)
of Rehook1, for approval of)
assignment and transfer of)
existing certificate of authority to)
provide Alternative Local Exchange)
Services Within the State of Florida)

Docket No. _____

LIST OF EXHIBITS

EXHIBIT A ARTICLES OF INCORPORATION

EXHIBIT A

ARTICLES OF INCORPORATION
(Attached)



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

January 26, 1999

SPIEGEL & UTRERA, P.A.
343 ALMERIA AVE.
CORAL GABLES, FL 33134

The Articles of Incorporation for REHOOK 1, INC. were filed on January 26, 1999 and assigned document number P99000007266. Please refer to this number whenever corresponding with this office regarding the above corporation.

PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.

A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO INSURE THAT YOU RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT. TO OBTAIN A FEI NUMBER, CONTACT THE IRS AT 1-800-829-3676 AND REQUEST FORM SS-4.

SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT NOTICES REACH YOU.

Should you have any questions regarding corporations, please contact this office at the address given below.

Loria Poole, Corporate Specialist
New Filings Section

Letter Number: 199A00003371

ARTICLES OF INCORPORATION OF REHOOK 1, INC.

RECORDED
99 JAN 26 AM 9:55
SECRETARY OF STATE
TALLAHASSEE FLORIDA

The undersigned subscriber to these Articles of Incorporation is a natural person competent to contract and hereby form a Corporation for profit under Chapter 607 of the Florida Statutes.

ARTICLE 1 - NAME

The name of the Corporation is **REHOOK 1, INC.**, (hereinafter, "Corporation").

ARTICLE 2 - PURPOSE OF CORPORATION

The Corporation shall engage in any activity or business permitted under the laws of the United States and of the State of Florida.

ARTICLE 3 - PRINCIPAL OFFICE

The address of the principal office of this Corporation is 8830 U.S. Highway 19, Port Richey, Florida 34668 and the mailing address is the same.

ARTICLE 4 - INCORPORATOR

The name and street address of the incorporator of this Corporation is:

Elsie Sanchez
343 Almeria Avenue
Coral Gables, Florida 33134

ARTICLE 5 - OFFICERS

The officers of the Corporation shall be:

President: Paul Vairo
Secretary: Paul Vairo
Treasurer: Paul Vairo

whose addresses shall be the same as the principal office of the Corporation.



SPIEGEL & UTRERA, P.A.

LAWYERS
www.amerilawyer.com

ARTICLE 6 - DIRECTOR(S)

The Director(s) of the Corporation shall be:

Paul Vairo

whose addresses shall be the same as the principal office of the Corporation.

ARTICLE 7 - CORPORATE CAPITALIZATION

7.1 The maximum number of shares that this Corporation is authorized to have outstanding at any time is **SEVEN THOUSAND FIVE HUNDRED (7,500)** shares of common stock, each share having the par value of **ONE DOLLAR (\$1.00)**.

7.2 No holder of shares of stock of any class shall have any preemptive right to subscribe to or purchase any additional shares of any class, or any bonds or convertible securities of any nature; provided, however, that the Board of Director(s) may, in authorizing the issuance of shares of stock of any class, confer any preemptive right that the Board of Director(s) may deem advisable in connection with such issuance.

7.3 The Board of Director(s) of the Corporation may authorize the issuance from time to time of shares of its stock of any class, whether now or hereafter authorized, or securities convertible into shares of its stock of any class, whether now or hereafter authorized, for such consideration as the Board of Director(s) may deem advisable, subject to such restrictions or limitations, if any, as may be set forth in the bylaws of the Corporation.

7.4 The Board of Director(s) of the Corporation may, by Restated Articles of Incorporation, classify or reclassify any unissued stock from time to time by setting or changing the preferences, conversions or other rights, voting powers, restrictions, limitations as to dividends, qualifications, or term or conditions of redemption of the stock.

ARTICLE 8 - SUB-CHAPTER S CORPORATION

The Corporation may elect to be an S Corporation, as provided in Sub-Chapter S of the Internal Revenue Code of 1986, as amended.



SPIEGEL & UTRERA, P.A.

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343 ALMERIA AVENUE CORAL GABLES, FL 33134 - (305) 445-2700 - (800) 603-3900 - FACSIMILE (305) 447-8900
MAILING ADDRESS - POST OFFICE BOX 144479, CORAL GABLES, FL 33114-4479

8.1 The shareholders of this Corporation may elect and, if elected, shall continue such election to be an S Corporation as provided in Sub-Chapter S of the Internal Revenue Code of 1986, as amended, unless the shareholders of the Corporation unanimously agree otherwise in writing.

8.2 After this Corporation has elected to be an S Corporation, none of the shareholders of this Corporation, without the written consent of all the shareholders of this Corporation shall take any action, or make any transfer or other disposition of the shareholders' shares of stock in the Corporation, which will result in the termination or revocation of such election to be an S Corporation, as provided in Sub-chapter S of the Internal Revenue Code of 1986, as amended.

8.3 Once the Corporation has elected to be an S Corporation, each share of stock issued by this Corporation shall contain the following legend:

"The shares of stock represented by this certificate cannot be transferred if such transfer would void the election of the Corporation to be taxed under Sub-Chapter S of the Internal Revenue Code of 1986, as amended."

ARTICLE 9 - SHAREHOLDERS' RESTRICTIVE AGREEMENT

All of the shares of stock of this Corporation may be subject to a Shareholders' Restrictive Agreement containing numerous restrictions on the rights of shareholders of the Corporation and transferability of the shares of stock of the Corporation. A copy of the Shareholders' Restrictive Agreement, if any, is on file at the principal office of the Corporation.

ARTICLE 10 - POWERS OF CORPORATION

The Corporation shall have the same powers as an individual to do all things necessary or convenient to carry out its business and affairs, subject to any limitations or restrictions imposed by applicable law or these Articles of Incorporation.

ARTICLE 11 - TERM OF EXISTENCE

This Corporation shall have perpetual existence.



SPIEGEL & UTRERA, P.A.

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ARTICLE 12 - REGISTERED OWNER(S)

The Corporation, to the extent permitted by law, shall be entitled to treat the person in whose name any share or right is registered on the books of the Corporation as the owner thereto, for all purposes, and except as may be agreed in writing by the Corporation, the Corporation shall not be bound to recognize any equitable or other claim to, or interest in, such share or right on the part of any other person, whether or not the Corporation shall have notice thereof.

ARTICLE 13 - REGISTERED OFFICE AND REGISTERED AGENT

The initial address of registered office of this Corporation is Spiegel & Utrera, P.A., located at 343 Almeria Avenue, Coral Gables, Florida 33134. The name and address of the registered agent of this Corporation is Spiegel & Utrera, P.A., 343 Almeria Avenue, Coral Gables, Florida 33134.

ARTICLE 14 - BYLAWS

The Board of Director(s) of the Corporation shall have power, without the assent or vote of the shareholders, to make, alter, amend or repeal the Bylaws of the Corporation, but the affirmative vote of a number of Directors equal to a majority of the number who would constitute a full Board of Director(s) at the time of such action shall be necessary to take any action for the making, alteration, amendment or repeal of the Bylaws.

ARTICLE 15 - EFFECTIVE DATE

These Articles of Incorporation shall be effective immediately upon approval of the Secretary of State, State of Florida.

ARTICLE 16 - AMENDMENT

The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, or in any amendment hereto, or to add any provision to these Articles of Incorporation or to any amendment hereto, in any manner now or hereafter prescribed or permitted by the provisions of any applicable statute of the State of Florida, and all rights conferred upon shareholders in these Articles of Incorporation or any amendment hereto are granted subject to this reservation.



SPIEGEL & UTRERA, P.A.

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MAILING ADDRESS - POST OFFICE BOX 144479, CORAL GABLES, FL 33114-4479

ARTICLE 17 - INDEMNIFICATION

The Corporation shall indemnify a director or officer of the Corporation who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director or officer was a party because the director or officer is or was a director or officer of the Corporation against reasonable attorney fees and expenses incurred by the director or officer in connection with the proceeding. The Corporation may indemnify an individual made a party to a proceeding because the individual is or was a director, officer, employee or agent of the Corporation against liability if authorized in the specific case after determination, in the manner required by the board of directors, that indemnification of the director, officer, employee or agent, as the case may be, is permissible in the circumstances because the director, officer, employee or agent has met the standard of conduct set forth by the board of directors. The indemnification and advancement of attorney fees and expenses for directors, officers, employees and agents of the Corporation shall apply when such persons are serving at the Corporation's request while a director, officer, employee or agent of the Corporation, as the case may be, as a director, officer, partner, trustee, employee or agent of another foreign or domestic Corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, whether or not for profit, as well as in their official capacity with the Corporation. The Corporation also may pay for or reimburse the reasonable attorney fees and expenses incurred by a director, officer, employee or agent of the Corporation who is a party to a proceeding in advance of final disposition of the proceeding. The Corporation also may purchase and maintain insurance on behalf of an individual arising from the individual's status as a director, officer, employee or agent of the Corporation, whether or not the Corporation would have power to indemnify the individual against the same liability under the law. All references in these Articles of Incorporation are deemed to include any amendment or successor thereto. Nothing contained in these Articles of Incorporation shall limit or preclude the exercise of any right relating to indemnification or advance of attorney fees and expenses to any person who is or was a director, officer, employee or agent of the Corporation or the ability of the Corporation otherwise to indemnify or advance expenses to any such person by contract or in any other manner. If any word, clause or sentence of the foregoing provisions regarding indemnification or advancement of the attorney fees or expenses shall be held invalid as contrary to law or public policy, it shall be severable and the provisions remaining shall not be otherwise affected. All references in these Articles of Incorporation to "director", "officer", "employee" and "agent" shall include the heirs, estates, executors, administrators and personal representatives of such persons.



SPIEGEL & UTRERA, P.A.

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MAILING ADDRESS - POST OFFICE BOX 144479, CORAL GABLES, FL 33114-4479


IN WITNESS WHEREOF, I have hereunto set my hand and seal, acknowledged and filed the foregoing Articles of Incorporation under the laws of the State of Florida, this JAN 26 1999.


Elsie Sanchez, Incorporator

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

Spiegel & Utrera, P.A., having a business office identical with the registered office of the Corporation name above, and having been designated as the Registered Agent in the above and foregoing Articles of Incorporation, is familiar with and accepts the obligations of the position of Registered Agent under the applicable provisions of the Florida Statutes.

Spiegel & Utrera, P.A.

By: 
Natalia Utrera, Vice President

FILED
99 JAN 26 AM 9:55
SECRETARY OF STATE
TALLAHASSEE FLORIDA

 **SPIEGEL & UTRERA, P.A.**
LAWYERS
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343 ALMERIA AVENUE CORAL GABLES, FL 33134 - (305) 445-2700 - (800) 603-3900 - FACSIMILE (305) 447-8900
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Rehook1, Inc.
State of Florida

P.S.C. Tariff No. 1
Original Title Sheet

FLORIDA TELECOMMUNICATIONS TARIFF

OF

Rehook1, Inc.

8830 U.S. Highway 19, Port Richey, Florida 34668

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICE

This Tariff contains the rates applicable to the furnishing of local exchange telecommunications services provided by Rehook1, Inc. ("Rehook1") within the State of Florida. This Tariff is on file with the Florida Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business:
8830 U.S. Highway 19, Port Richey, Florida 34668

Issued: February 3, 1999
Issued By:

Effective Date:

Rehook1, Inc.
Paul Vairo, President
8830 U.S. Highway 19,
Port Richey, Florida 34668
727-843-9909

CHECK SHEET

The Title Sheet and Sheets 1 through 35 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Revised sheets as named below contain all changes from the original filing that are in effect on the date listed.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29	Original
10	Original	30	Original
11	Original	31	Original
12	Original	32	Original
13	Original	33	Original
14	Original	34	Original
15	Original	35	Original
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

Issued: February 3, 1999
Issued By:

Effective Date:

Rehook1, Inc.
Paul Vairo, President
8830 U.S. Highway 19,
Port Richey, Florida 34668
727-843-9909

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Issued: February 3, 1999
Issued By:

Effective Date:

Rehook1, Inc.
Paul Vairo, President
8830 U.S. Highway 19,
Port Richey, Florida 34668
727-843-9909

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Issued: February 3, 1999
Issued By:

Effective Date:

Rehook1, Inc.
Paul Vairo, President
8830 U.S. Highway 19,
Port Richey, Florida 34668
727-843-9909

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify **change** in regulation
- (D) To signify a **deletion**
- (I) To signify a **rate increase**
- (L) To signify material **relocated** in the Tariff
- (N) To signify a **new rate** or regulation
- (R) To signify a **rate reduction**
- (T) To signify a **change in text** but no change in rate or regulation

Issued: February 3, 1999
Issued By:

Effective Date:

Rehook1, Inc.
Paul Vairo, President
8830 U.S. Highway 19,
Port Richey, Florida 34668
727-843-9909

TARIFF FORMAT

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

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Issued By:

Effective Date:

Rehook1, Inc.
Paul Vairo, President
8830 U.S. Highway 19,
Port Richey, Florida 34668
727-843-9909

Rehook1, Inc.
State of Florida

P.U.C. Tariff No. 1
Original Sheet No. 7

APPLICATION OF TARIFF

This Tariff governs Company local exchange services originating and terminating at points within the State of Florida for BellSouth exchanges, GTE exchanges and Sprint/Centel/United exchanges .

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Add:

The addition of a vertical service to existing equipment and/or service at one location.

Authorized User:

A person, firm, corporation, or other entity that either is authorized by the Customer to use local exchange service or is placed in a position by the Customer, either through acts or omissions, to use local exchange service.

Business Service:

A service which conforms to one or more of the following criteria:

- A. used primarily for commercial, professional, or institutional activity; or
- B. the service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. the service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. the service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided.

Call Forwarding:

A local exchange feature which permits the station user to have his incoming calls transferred automatically to any other access line.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Call Forwarding - Busy Line:

An optional feature which automatically routes incoming calls to a preset number when called station is busy.

Call Waiting:

An enhancement to basic service that enables the called party to be notified and have the option to pickup a call from a second party while engaged in conversation with the first calling party.

Calling Area:

An area within underlying ILEC service areas which are considered "Local" to the originating calling party's exchange.

Called Station:

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

Caller ID:

An optional service which, when combined with appropriate end-user equipment, delivers the calling party telephone number to the called party during the ring cycle and during conversation for that call.

Carrier or Common Carrier:

Any individual, partnership, association, corporation or other entity engaged in intrastate communications for hire by wire or radio between two or more exchanges.

Channel Terminal

The term "Channel Terminal" denotes that portion of a service required to terminate within a central office, the interoffice or interexchange transmission system.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Channel

A communications path between two or more points of termination.

Commission:

Florida Public Service Commission

Change:

Includes the rearrangement or reclassification of existing service at the same location.

Company:

Rehook1, Inc. ("Rehook1")

Credit Card:

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

Customer:

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

Disconnect or Disconnection:

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

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Exchange

A central office or group of central offices, together with the Customer's stations and lines connected thereto, forming a local system which furnishes means of telephonic intercommunication without toll charges between subscribers within a specified area, usually a single city, town or village. When an exchange includes only one central office, it is termed a single office exchange, but when it includes more than one central office, the exchange is termed a multi-office exchange.

Exchange Service Area

The territory, including the base rate, suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

Exchange Service

The general telephone service rendered in accordance with tariff provisions. Exchange service is a general term describing as a whole the facilities provided for local intercommunication, together with the right to originate and receive a specified or an unlimited number of local messages at charges in accordance with the provisions of this Tariff.

- A. **Flat Rate Service:** A classification of exchange service for which a stipulated charge is made, regardless of the amount of use.
- B. **Individual Residence Line**

Individual Line Service: A classification of exchange service which provides that only one Exchange Access Line shall be served by the line connecting such Access Line with the central office or other switching unit.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Holidays:

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25).

LATA:

A Local Access and Transport Area ("LATA") is a geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Exchange:

A geographic area within which the local telephone company provides telephone services and/or facilities that are not subject to a toll charge.

Local Exchange Carrier:

A Company which furnishes local exchange telecommunications service.

Move:

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building.

POTS Line:

A dial-tone line reflecting the acronym for Plain Old Telephone Service. This means a dial-tone line with touch-tone but with no other features or enhancements.

Premises:

A building or buildings on contiguous property, not separated by a public highway or right-of-way.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Service Line:

A two-way residential individual line, or an extension of a residential line which is required for testing of certain services provided by the Company and which is billed at the rates within this tariff.

Voice Mail:

An optional electronic messaging service that enables calls to a subscriber to be forwarded to the called party's assigned voice mailbox under the following conditions:

- A. For all calls
- B. When subscriber line is busy, or
- C. If incoming call is not answered within a preset number of rings at the called party location

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SECTION 2 – RULES AND REGULATIONS

2.1. UNDERTAKING OF COMPANY

- 2.1.1. Company's services are furnished for residential telecommunications service for local calling within the State of Florida.
- 2.1.2. Company is a switchless reseller provider of telecommunications to Customers for their direct transmission and reception of voice or data residential communications.
- 2.1.3. Company provides access, switching, transport and termination services provided by other underlying telecommunications PSTN local carriers.
- 2.1.4. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.5. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company will require a two month subscription payment from each new subscriber as an advanced payment to obtain service: one month's payment to pre-pay the first month's service charges and one month's payment for the Company to hold towards future unpaid billing. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

2.2. LIMITATIONS

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or service and subject to the provisions of this Tariff.
- 2.2.2. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.3. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.2. LIMITATIONS, Continued

- 2.2.4. Prior written permission from the Company is required before any assignment or transfer of service from one subscriber to another. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Transfers are not acceptable unless written permission from the Company is received by the transferring and the receiving transferee parties.
- 2.2.5. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until this indebtedness and any accrued interest or penalty amounts have been satisfied.

2.3. USE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which it is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.3. USE, Continued

- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.
- 2.3.5. Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.6. Service will not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass the called party.
- 2.3.7. Service will not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.3.8. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.4. LIABILITIES OF THE COMPANY

- 2.4.1. The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. For the purpose of computing such amount a month is considered to have thirty (30) days. In no event will the Company be responsible for consequential damages for any losses suffered by a Customer or end user as the result of interrupted or unsatisfactory service.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

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

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
- B. Claims for patent infringement arising from combining or connecting Company's resold facilities with apparatus and systems of the Customer; and
- C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- D. Use of subscriber provided information, use of subscriber call detail records from any source, or any information derived from these sources when used in the investigation or prosecution of potential fraud, potential illegal activities, or any law enforcement organization's investigation that might involve the subscriber in any way.

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

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

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.5. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed agents or employees of the Company without written authorization.
- 2.4.6. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature: storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.7. The Company shall not be liable for damages or adjustments, refunds 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 20 days of when invoice is rendered by the company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Florida law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.8. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

2.4.9. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps, including obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as the Customer's agent, to the Company's underlying carriers' networks.

2.4.10. With respect to Emergency Number 911 Service:

- A. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer, or by any other party or person, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by:
(1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- B. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 Service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 Service, and which arises out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.11. In the absence of gross negligence or willful misconduct, no liability for damages arising from errors, mistakes in or omissions of directory listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, will attach to the Company.
- 2.4.12. The Company's liability arising from errors or omissions in directory listings will be limited to \$1.00.
- 2.4.13. As part of providing any private listing or semi-private listing services, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. The Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.
- 2.4.14. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service, upon request of such governmental authority. By subscribing to service under this Tariff, the Customer agrees to the release of such information under the above provision.
- 2.4.15. The Company will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing service to any Customer.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.5. EQUIPMENT AND FACILITIES

2.5.1. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this Tariff, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this Tariff. Beyond this responsibility, the Company will not be responsible for:

- A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- B. the reception of signals by Customer-provided equipment; or
- C. network control signaling when performed by Customer-provided network control signaling equipment.

2.5.2. At the request of the Customer, installation or maintenance may be performed outside of the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by the Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

2.6. CUSTOMER RESPONSIBILITIES

2.6.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.

2.6.2. The Customer is responsible for compliance with applicable regulations set forth in this Tariff.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.6. CUSTOMER RESPONSIBILITIES, Continued

- 2.6.3. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.
- 2.6.4. The Customer shall be responsible for reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- 2.6.5. This Customer is responsible for not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's underlying carriers' facilities.

2.7. INTERRUPTION OF SERVICE

- 2.7.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence or willful act of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.7.2. For purposes of credit computation for service, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours

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SECTION 2 – RULES AND REGULATIONS, Continued

2.7. INTERRUPTION OF SERVICE, continued

2.7.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the services affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

2.7.4. No credit will be made for:

- a) Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer;
- b) Interruptions due to the negligence of any person using the Company's services with the Customer's permission;
- c) Interruptions due to the failure or malfunction of non-Company equipment.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.8. RESTORATION OF SERVICE

2.8.1. The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.

2.8.2. When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service.

2.9. MINIMUM SERVICE PERIOD

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

2.10. PAYMENTS AND BILLING

2.10.1 Known charges for subscription service will be billed in advance for the ensuing monthly subscription period. Ancillary services such as Directory Assistance and Operator Services will be bill in arrears in the month following the month in which the charges were incurred. The Company reserves the right to impose an additional Advance Payment amount equal to the highest amount of incurred ancillary charges, which shall be added to the Escrow account established by the Company as referenced in Section 2.12 of this Tariff.

2.10.2 The Customer is responsible for payment of all charges for service furnished by the Company to the Customer or Authorized Users. Objections must be received by the Company within 20 days after statement of account is rendered, or the charges shall be deemed correct. Should the Customer pay the charges under protest, he may have an additional 30 days to dispute same in writing or the charges will become binding upon Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer. Customer will not be required to pay disputed portion of bill during complaint resolution period.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.10. PAYMENTS AND BILLING, Continued

- 2.10.3 Taxes; The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.
- 2.10.4 A late payment charge of \$25.00 shall apply to any amounts billed to subscriber and not received by the day following the business day closest to or on the payment due date.
- 2.10.5 Billing disputes should be addressed to Company's customer service organization by mail at: 8830 U.S. Highway 19, Port Richey, Florida 34668 or via telephone. Customer service representatives are available from 8:00 a.m. to 4:59 p.m. Eastern Time. Messages may be left for the Customer Service Department from 5:00 p.m. to 7:59 a.m. Eastern Time, which will be answered on the next business day, unless in the event of an emergency, which threatens Customer service, in which case customer service personnel may be paged.
- 2.10.6 In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.10. PAYMENTS AND BILLING, Continued

- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Florida Public Service Commission's Division of Consumer Affairs for its investigation and decision.

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

Telephone number: 904.413.6100
Toll free number: 800.342.3552

2.11. DISCONTINUANCE OF SERVICE

- 2.11.1. Upon nonpayment of any amount owing the Company, unless a written notice of dispute has been received by the Company, and after 20 days from the payment due date, the Company may discontinue or suspend service without incurring any liability. Notice of this disconnect policy shall be plainly printed on the Customer Service Agreement under the heading: "IMPORTANT INFORMATION; RETAIN FOR YOUR RECORDS." Customer shall receive disconnect notice 5 days prior to disconnect.
- 2.11.2. Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 10 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.11.3. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.11. DISCONTINUANCE OF SERVICE, Continued

- 2.11.4. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.
- 2.11.5. The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability: immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.
- A. The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
 - B. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications service(s); or
 - C. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - 1. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - 2. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - 3. Any other fraudulent means or devices; or
 - D. The Customer uses service in such a manner as to interfere with the service of other users; or
 - E. The Customer uses service for unlawful purposes.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.11 DISCONTINUANCE OF SERVICE, Continued

- 2.11.6. Immediately, upon written notice to a Customer who has failed to pay any sum within 5 days of the date when payment was due; or
- 2.11.7. Ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that ten (10) day period.
- 2.11.8. The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time or up to suspension or discontinuance.
- 2.11.9. Upon the Company's discontinuance of service to the Customer, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity under any other provision of this tariff.

2.12. ADVANCE PAYMENTS AND DEPOSITS

To safeguard its interest, the Company may require a Customer to make Processing/Application Fee before services are furnished. This fee will not exceed an amount equal to the Non-Recurring Charge(s) and month's charges for the service.

Applicants shall not be required to pay a security deposit prior to receiving service.

An Escrow Account shall be maintained by the Company, with a bank of its selection, into which shall be placed monies which shall be available to reimburse any Customer who does not receive services for which Customer has paid in advance.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. 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.

2.14. 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.

2.15. UNCERTIFICATED RESALE PROHIBITED

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

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES

3.1. LOCAL EXCHANGE SERVICE - GENERAL

- 3.1.1. Local Exchange Service provides for telephonic connection to, and a unique telephone number address on, the public switched telecommunications network. Local exchange service enables users to place and receive calls from other stations on the public switched telephone network, access other services offered by Company, access certain interstate and international services offered by Company, access operator and directory assistance services, and access emergency services by dialing 0- or 9-1-1.
- 3.1.2. Local exchange service requires a business or residence basic access line. Residence access lines may include an allowance for calls for which there are no usage charges. One listing in the alphabetical directory is included.
- 3.1.3. Basic local exchange service as offered in this Tariff, is comprised of The following Rates and Descriptions.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, Continued

3.2 SERVICE DESCRIPTION

3.2.1 Service will be offered throughout the State of Florida and will be divided into three separate packages.

- Package A : POTS line
- Package B : POTS line
Caller ID
Call Waiting
- Package C : POTS line
Caller ID
Call Waiting
Voice Mail
Call Forwarding

3.2.2 Rates

<u>Package</u>	<u>Monthly</u>	<u>NRC Line Install</u>	<u>NRC Order Charge</u>
A	\$49.95	\$43.95	\$35.00
B	\$61.95	\$45.95	\$35.00
C	\$76.95	\$49.95	\$35.00

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, Continued

3.2 SERVICE DESCRIPTION, continued

3.2.3 Miscellaneous Services and Charges

	<u>Monthly</u>
Non-Published Directory Listing (inc. in DA but not Directory)	\$10.00
Non-Listed Directory Listing (not inc. in either DA or Directory)	\$15.00

	<u>Per Use</u>
Operator Services (Per Call)	\$3.00
Operator Services (Per Min.)	\$.50
911 Emergency Service	Free
Directory Assistance (After 3 free inquiries per month)	\$1.50
Directory Assistance Call Completion	\$1.50

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, Continued

3.3. HEARING AND SPEECH IMPAIRED CUSTOMERS

3.3.1. Directory Assistance

There shall be no charge for up to 50 calls per billing cycle from lines or trunks servicing individuals with disabilities. The company shall charge the prevailing price list rates for every call in excess of fifty within a billing cycle.

3.4. TELECOMMUNICATIONS RELAY SERVICE

For calls received from the relay service, the company will when billing relay calls discount relay service calls by fifty percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted sixty percent off of the otherwise applicable rate for a voice non-relay call.

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SECTION 4 – MISCELLANEOUS SERVICES

4.1. DIRECTORY ASSISTANCE

There is no charge for the first three calls per month to Directory Assistance. The customer can request a maximum of two numbers per call to Directory Assistance. Call completion service is provided when the customer requests when the Directory Assistance operator call the Directory Assistance number requested. All completed calls will be charged the Directory Assistance Call Completion Charge, in addition to any other appropriate charges. See Section #3 Rates.

4.2. DIRECTORY LISTINGS

One Listing, termed the initial listing, is included with each Customer's service. Additional listings are confined to the names of those who are entitled to the use of the Customer's service. Telephone numbers of non-published service are not listed in the Telephone Company's directories or on directory assisted records. Listing information (name, address and number) on non-published service is not available to the general public, notwithstanding any claim of emergency the calling party may present. Telephone numbers of non-directory listed service are omitted or deleted from the Company's alphabetical directory, however, they are carried in the Company's directory assistance and other records and are given to any calling party.

4.3. LOCAL OPERATOR SERVICES

A per-call service charge applies in addition to the per minute usage rates when applicable. The service charge applies in all rate periods. See Section #3.

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SECTION 4 – MISCELLANEOUS SERVICES, Continued

4.4. NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material or other cost incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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