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VIA FEDERAL EXPRESS

Ms. Blanco S. Bayo
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Gunter Building
Tallahassee, Florida 32399-0850

**Re: Application for Certification of Public Convenience and Necessity
Access One, Inc.
Docket No. 98-1954-TI
Internal Reference No. TJ205**

Dear Ms. Bayo:

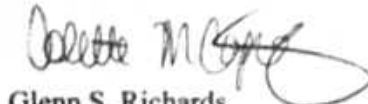
On December 22, 1998, an Application for Certification of Public Convenience and Necessity was filed with the Florida Public Service Commission on behalf of Access One, Inc. ("Access One") seeking authority for Access One to provide interexchange telecommunications services in the State of Florida. Since that time, Nancy Pruitt of the Commission's staff requested Access One to revise certain portions of the proposed tariff which accompanied the application. Enclosed herewith is a copy of Access One's tariff, which has been revised to incorporate the changes requested by Ms. Pruitt.

Please date-stamp the "Receipt Copy" of this filing and return it in the enclosed, self-addressed, stamped envelope. Any questions regarding this matter should be directed to the undersigned.

- WCK _____
- AFA 1 _____
- APP _____
- CAF _____
- CMU Pruitt _____
- CTR _____
- EAG _____
- LEG 1 _____
- LIN _____
- OPC _____
- RCH _____
- SEC 1 _____
- TH _____

GSR/CMC:jch
Enclosure
cc: Ms. Nancy Pruitt
J:\DATA\CLIENT\60\6034\FLACOM3.WPD

Respectfully submitted



Glenn S. Richards
Colette M. Capretz
Counsel for Access One, Inc.

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FPSC BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

03849 MAR 25 99

FPSC-RECORDS/REPORTING

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Access One, Inc. (hereinafter "Carrier") with principal offices at 125 N. Halsted Street, 4th Floor, Chicago, Illinois 60661. This Tariff applies to services furnished within the state of Florida. This Tariff is on file with the Florida Public Service Commission ("Commission"), and copies may be inspected, during normal business hours, at Carrier's principal place of business.

Issued: 12/23/98

Effective: _____

By:
Mark A. Jozwiak, CEO
Access One, Inc.
125 N. Halsted Street, 4th Floor
Chicago, Illinois 60661

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

CHECK SHEET

Sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets, as named below, comprise all changes from the original Tariff that are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS

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

- D - Delete or Discontinue
- I - Change Resulting In An Increase To A Customer's Bill
- M - Moved From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction To A Customer's Bill
- T - Change In Text Or Regulation But No Change In Rate Or Charge

The following are abbreviations used in this tariff.

LATA - Local Access And Transport Area

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TARIFF FORMAT SHEET

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the 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 third 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 Tariff page 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 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
 - 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 out if a particular sheet is the most current sheet on file with the Commission.

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SECTION 1 - TECHNICAL TERMS

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable Carrier to provide telecommunication service as required.

Carrier - Access One, Inc. ("Carrier"), unless the context indicates otherwise.

Commission - Florida Public Service Commission, unless context indicates otherwise.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of rates and charges and compliance with Tariff regulations.

Day - From 8:00 a.m. up to but not including 5:00 p.m. local time Monday through Friday.

Disconnection - The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

Evening - From 5:00 p.m. up to but not including 11:00 p.m. local time Sunday through Friday.

Holiday - Carrier specified holidays are New Year's Day, Martin Luther King's Birthday (federally observed), Presidents' Day, Memorial Day (federally observed), Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

Night/Weekend - From 11:00 p.m. up to but not including 8:00 a.m., and 8:00 a.m. Saturday up to but not including 5:00 p.m. Sunday.

Premises - The space designated by a Customer as its place or places of business for termination of service (whether for its own communications needs or for its resale Customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business, as well as space at the Customer place of business.

Service or Services - The services covered by this Tariff shall include only the State of Florida.

Terminal Equipment - Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephone, and data sets.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS**2.1 UNDERTAKING OF CARRIER**

Carrier is a resale common carrier providing intrastate communications services to Customers for their direct transmission and reception of voice, data, and other types of telecommunications. Service is available 24 hours a day, seven days a week, throughout the state.

2.2 LIMITATIONS OF SERVICE

- 2.2.1 Carrier offers service to all those who desire to purchase service from Carrier consistent with all provisions of this Tariff. Customers or subscribers interested in Carrier's services shall file a service application with Carrier which fully satisfies Carrier and identifies the services required.
- 2.2.2 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. Carrier reserves the right not to provide service to or from a location where legally prohibited or the necessary facilities or equipment are not available.
- 2.2.3 Carrier reserves the right to discontinue furnishing service, upon a written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Commission, or the law.
- 2.2.4 Title to all facilities provided by Carrier under these regulations remains with Carrier. Prior written permission from Carrier is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.3 USE OF SERVICE

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by the Customer. Customers reselling or rebilling service must be certificated as an interexchange carrier by the Commission. This provision does not prohibit an arrangement between the Customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

2.3.1 Minimum Service Period

The minimum period of service is one month (30 days), unless otherwise stated in this Tariff.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.4 LIABILITIES OF CARRIER

- 2.4.1 The liability of Carrier for any claim of loss, expense or damage, due to any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff shall not exceed an amount equivalent to the proportionate charge to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs, unless ordered by the Commission. For the purpose of computing this amount, a month is considered to have 30 days. In no event will Carrier be liable for any indirect, consequential, or special damages, or for any lost profits, even if advised of the possibility of the same.
- 2.4.2 Carrier shall not be liable for any claim or loss, expense, or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff, if caused by any person or entity other than Carrier, any malfunction of any service or facility provided by any other carrier, act of God, fire, war, civil disturbance, act of government, or by any other cause beyond Carrier's control.
- 2.4.3 Carrier shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
- A. defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by Carrier under this Tariff;
 - B. connecting, combining, or adapting Carrier's facilities with Customer's apparatus or systems;
 - C. any act or omission by the Customer; or
 - D. any personal injury or death of any person or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by Carrier, if not caused by gross negligence of Carrier.
- 2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of Carrier.
- 2.4.5 CARRIER MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.5 INTERRUPTION OF SERVICE

Credit allowance for interruption of service which is not due to Carrier's testing or adjusting, the negligence of Customer or to the failure of channels, equipment, and/or communications systems provided by the Customer and other carriers are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

2.5.1 Credit Allowances

- A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Carrier.
- B. Credit allowances for failure of service or equipment start when Customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- C. Customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer provided facilities, any act or omission of the Customer, or in wiring or equipment connected to the terminal.
- D. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:
 - 1. interruptions of service resulting from Carrier performing routine maintenance;
 - 2. interruptions of service for implementation of a Customer order for a change in the service;
 - 3. interruptions caused by negligence of Customer or his authorized user; or
 - 4. interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

2.5.2 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.5.1, when service is interrupted, the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. Customer shall be credited for an interruption of two hours or more for as long as the interruption continues.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.5 INTERRUPTION OF SERVICE (continued)**2.5.2 Calculation of Credit Allowance (continued)**

- C. When a minimum usage charge is applicable and Customer fails to meet the minimum usage charge because of a service interruption, a credit shall be applied against that minimum usage charge in the following manner. For each period of two hours that the interruption continues the credit shall equal 1/360th of the monthly minimum charge. Note: in this instance a fractional period of more than one hour shall be treated as a two hour period.
- D. If notice of a dispute as to charges is not received in writing by Carrier within 30 days after billing is received by the Customer, the invoice shall be considered correct and binding on the Customer, unless extraordinary circumstances are demonstrated.

2.6 RESPONSIBILITIES OF THE CUSTOMER

2.6.1 All Customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communications systems provided by others are connected to Carrier's facilities, Customer assumes additional responsibilities. Customers are responsible for the following:

- A. Customer is responsible for placing orders for service, paying all charges for service rendered by Carrier, and complying with Carrier's regulations governing the service. Customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, Customer must provide:
1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 2. the name(s), telephone number(s), and address(es) of the Customer contact person(s).
- C. Customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
1. the negligence or willful act of Customer or user;
 2. improper use of service; or
 3. any use of equipment or service provided by others.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.6 RESPONSIBILITIES OF THE CUSTOMER (continued)**2.6.2** Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.6.3 Cancellation by Customer

- A. Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if Customer cancels prior to the expiration of a one-year or multi-year service agreement. Such termination charge will be equal to one month's usage as projected in Carrier's proposal for service, or the actual average monthly usage to date, whichever is higher, plus the monthly account charge for the remainder of the contract period.
- B. If Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before the service begins, before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and Carrier, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by Customer. Such charge will be determined on a case-by-case basis.

2.6.4 Payment and Charges for Service

- A. Charges for service are applied on recurring and nonrecurring bases. Carrier shall bill monthly for services rendered. Such bills will be mailed to customers at least fifteen (15) calendar days before payment is due. Service continues to be provided until canceled by Customer or by Carrier in accordance with provisions of this Tariff.
- B. Payment will be due upon receipt of the statement. A late penalty charge will accrue upon any unpaid amount commencing 30 days after rendition of the bill.
- C. The Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated at the Customer's number(s); received at the Customer's number(s); billed to the Customer's number(s) via third-party billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. The initial billing may include the account set-up charge where applicable. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

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2.5 RESPONSIBILITIES OF THE CUSTOMER (continued)**2.6.4** Payment and Charges for Service (continued)

- D. Service may be denied or discontinued at Carrier's discretion, for non-payment of amounts due to Carrier, past the due date. Restoration of service will be subject to all applicable installation charges.
- E. Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees.

2.6.5 Application of Charges

The charges for service are those in effect for the period that service is furnished. If the charge for a period covered by a bill changes after the bill has been rendered, the bill will be adjusted to reflect the new charges.

2.6.6 Deposits and Advance Payments

Carrier does not require a deposit from the Customer. For Customers whom Carrier feels an advance payment is necessary, Carrier reserves the right to collect an amount not to exceed one month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.7 RESPONSIBILITIES OF CARRIER**2.7.1** Cancellation of Credit

Where Carrier cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

2.7.2 Disconnection of Service by Carrier

Carrier may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. After notice and giving the Customer a reasonable amount of time to comply with any rule or remedy any deficiency, for noncompliance with or violation of any State or municipal law, ordinance, or regulation pertaining to telephone service;
- B. After notice and giving the Customer a reasonable amount of time to comply with any rule or remedy any deficiency, for the use of telephone service for any other property or purpose than that described in the application;

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2.7 RESPONSIBILITIES OF CARRIER (continued)**2.7.2** Disconnection of Service by Carrier (continued)

- C. After notice and giving the Customer a reasonable amount of time to comply with any rule or remedy any deficiency, for failure or refusal to provide Carrier with a deposit to insure payment of bills in accordance with Carrier's regulations;
- D. After notice and giving the Customer a reasonable amount of time to comply with any rule or remedy any deficiency, for neglect or refusal to provide reasonable access to Carrier for the purpose of inspection and maintenance of equipment owned by Carrier;
- E. After five working days' written notice, for non-payment of any sum due to Carrier for service for more than 30 days beyond the date of rendition of the bill for such service. Notice of disconnection shall be separate and apart from the regular monthly bill for service;
- F. After five working days' written notice, in the event of noncompliance with or a violation of the Commission's regulations or Carrier's rules and regulations on file with the Commission;
- G. Without notice, in the event of Customer use of equipment in such manner as to adversely affect Carrier's equipment or Carrier's service to others;
- H. Without notice, in the event of tampering with the equipment furnished and owned by Carrier; or
- I. Without notice, in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the utility my, before restoring service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonable estimated as the loss in revenues resulting from such fraudulent use.

2.7.3 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days by 30 days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES**2.8 RESTORATION OF SERVICE**

The use and restoration of service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.9 TAXES AND SURCHARGES

The Customer is responsible for the payment of all taxes. State and local taxes (e.g., gross receipts tax, sales tax, and municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.10 START OF BILLING

For billing purposes, the start of service is the day following acceptance by the Customer of Carrier's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by Carrier of notification of cancellation as described in Section 2.6.4 of this Tariff.

2.11 INTERCONNECTION

2.11.1 Service furnished by Carrier may be interconnected with service or facilities of other authorized communications common carriers and with private systems, subject to the technical limitation established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Carrier and other participating carriers shall be provided at the Customer's expense.

2.11.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Carriers' facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - DESCRIPTION OF SERVICES3.1 TIMING OF CALLS3.1.1 When Billing Charges Begin and Terminate for Phone Calls

Customer's long distance usage charge is based on the actual usage of Carrier's network. Usage for all calls begins when the called party picks up the receiver (i.e., when two-way communication, often referred to as "conversation time," is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. A call is terminated when one of the parties disconnects from the call.

3.1.2 Billing Increments

Unless otherwise specified in this Tariff, for billing purposes there is no minimum call duration for a connected call. Unless otherwise specified in this Tariff, calls are billed in six-second increments. Calling card calls are billed in one-minute increments.

3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

3.1.4 Uncompleted Calls

There are no billing charges applied for incomplete calls.

3.2 DISTANCE AND TIME OF DAY CALCULATION

Usage charges for all mileage-sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. Carrier's rates are neither distance nor time of day sensitive.

Formula:

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

3.3 MINIMUM CALL COMPLETION RATE

Customers can expect a call completion rate of 99.5 percent (number of calls completed/number of calls attempted) and not less than 90 percent during peak use periods for all 1+ dialing services.

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3.4 SERVICE OFFERINGS**3.4.1 Intrastate Switched Telecommunications Service**

Intrastate Switched Telecommunications Service consists of the furnishing of switched message telephone service between points within the State. Service is provided on both an intraLATA and interLATA basis. Service is available twenty-four hours a day, seven days a week. Calls are billed in six-second increments. Billing will be rounded to the nearest penny for each call.

3.4.2 Intrastate Dedicated Telecommunications Service

Intrastate Dedicated Service consists of the furnishing of intrastate telecommunications service to or from a specific location featuring the use of dedicated special access type connection(s). Service is provided on both an intraLATA and interLATA basis. Service is available twenty-four hours a day, seven days a week. Calls are billed in six-second increments. Billing will be rounded to the nearest penny for each call.

3.4.3 Calling Card Service

Calling Card Service allows Customers to have a call billed to a specific calling card rather than to the phone line from which the call is originated. Calling Card Service is provided only where facilities and billing capabilities permit. Calls are billed in one-minute increments. Billing will be rounded to the nearest penny for each call. This service includes a conference calling feature which provides telephone line connections that allow communications between two or as many as 47 persons during a telephone call.

3.4.4 Directory Assistance Service

Directory Assistance Service is available to Customers who dial 1+ (NPA) + 555-1212 from lines presubscribed to Carrier. Directory Assistance service is provided only where facilities and billing capabilities permit. Up to two requests for numbers may be made on each call to Directory Assistance. The Directory Assistance Charge applies whether or not the Directory Assistance bureau furnishes the requested telephone number(s).

3.4.5 Toll Free Service

Toll Free Service is a usage-based service where calls are dialed with a specific prefix (800 or 888) and paid for by the subscriber of the service rather than the calling party. The Customer is responsible for all charges for use of Carrier network arising from calls placed to the Customer's toll free number. Toll Free Service is provided only where facilities and billing capabilities permit. Calls are billed in six-second increments. Billing will be rounded to the nearest penny for each call.

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Chicago, Illinois 60661

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

4.8 RESTORATION OF SERVICE

A reconnection fee of \$25.00 per occurrence is charged where service is re-established for customers who had been disconnected for non-payment.

4.9 SPECIAL PRICING ARRANGEMENTS - INDIVIDUAL CASE BASIS (ICB)

In lieu of the rates otherwise set forth in this tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an Individual Case Basis (ICB), taking into account such factors as the nature of the facilities and services, the costs of construction and operation, the volume of traffic commitment, and the length of service commitment by the Customer, as long as the rates and charges are not less than Carrier's costs of providing the service. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual contracts or Customer Term Agreements. Specialized Pricing Arrangement rates or charges will be made available to similarly-situated Customers on comparable terms and conditions. Upon reasonable request, Carrier will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis. The rates will be made a part of this Tariff.

4.10 PROMOTIONS

Carrier may, from time to time, engage in national and/or intrastate promotional offerings or trials, designed to attract new Customers, to stimulate Customer usage, to test potential new services, and/or to increase existing Customer awareness of Carrier services. These offerings may be limited to certain services, dates, times of day and/or locations determined by Carrier. National offerings, the terms of which are set forth in the applicable interstate tariffs governing such programs, may include without limitations, discounts, redeemable points, or cash rewards to Customers. Such promotions will be offered subject to approval by the Commission and made part of this Tariff.

4.11 OPERATION OF TELECOMMUNICATIONS RELAY SERVICE

For intrastate toll calls received from the relay service, each local exchange and interexchange telecommunications company billing relay call will be discounted by 50 percent of the applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the applicable rate for 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.

4.12 HEARING AND SPEECH IMPAIRED PERSONS

Intrastate toll message rates for TDD users, which is communicated using a telecommunications device for the deaf (TDD) by properly certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, shall be evening rates for daytime calls and night rates for evening and night calls.

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By:
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