

# Visiology, Inc.

Todd H. Lowe (205) 330-1701  
Barbara L. Lowe (205) 330-1702  
Bobbi Ferguson (205) 330-1703  
FAX (205) 330-1705  
WEB www.visiology.com  
E-Mail toddlowe@visiology.com  
toddlowe@worldnet.att.net

DEPOSIT DATE  
D134 MAY 10 1999

May 6, 1999

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

990576-T1

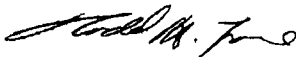
Dear Mr. D'Haeseleer:

Enclosed are the original and six (6) copies of PT-1 Long Distance, Inc.'s Application Form for Authority To Provide Interexchange Telecommunications Service Within The State of Florida. So that our records will be complete, please date stamp the extra copy of this transmittal letter and return in the enclosed envelope. Also enclosed is a check for \$250 made payable to the Florida Public Service Commission to cover the filing fee.

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

Your assistance in this matter is greatly appreciated.

Sincerely,



Todd H. Lowe  
President  
Consultant to PT-1 Long Distance, Inc.

Enclosures

cc: John Klusaritz w/diskette

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

**DIVISION OF COMMUNICATIONS BUREAU OF SERVICE EVALUATION**

**APPLICATION FORM**

**for AUTHORITY TO PROVIDE  
INTEREXCHANGE TELECOMMUNICATIONS SERVICE  
WITHIN THE STATE OF FLORIDA**

**Instructions**

- ◆ This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Appendix A).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

**Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850  
(850) 413-6770**

**Note: No filing fee is required** for an assignment or transfer of an existing certificate to another certificated company.

- ◆ If you have questions about completing the form, contact:

**Florida Public Service Commission  
Division of Communications  
Bureau of Certification and Evaluation  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850  
(850) 413-6600**

1. This is an application for  (check one):

**Original certificate** (new company).

**Approval of transfer of existing certificate:**

Example, a certificated company purchases an existing certificated company and desires to retain the authority of both certificates.

**Approval of assignment of existing certificate:**

Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.

**Approval of transfer of control:**

Example, a company purchases 51 % of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

PT-1 Long Distance, Inc

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

PT-1 Long Distance, Inc

4. Official mailing address (including street name & number, post office box, city, state, zip code):

30-50 Whitestone Expressway

Whitestone, New York 11354

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

None

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

- Facilities-based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless Rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers, then offers resold service by enrolling unaffiliated customers.
- Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

7. Structure of organization;

- |  |   |
|--|---|
| <input type="checkbox"/> Individual          | <input checked="" type="checkbox"/> Corporation |
| <input type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership    |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership    |
| <input type="checkbox"/> Other _____         |   |

8. If individual, provide:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Internet E-Mail Address: \_\_\_\_\_

Internet Website Address: \_\_\_\_\_

9. **If incorporated in Florida.** provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State Corporate Registration number:**

10. **If foreign corporation.** provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State Corporate Registration number:**

F99000000912

11. **If using fictitious name-d/b/a.** provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

(a) **The Florida Secretary of State fictitious name registration number:** \_\_\_\_\_

12. **If a limited liability partnership,** provide proof of registration to operate in Florida:

(a) The Florida Secretary of State registration number:

13. **If a partnership,** provide name, title and address of all partners and a copy of the partnership agreement.

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Internet E-Mail Address: \_\_\_\_\_

Internet Website Address: \_\_\_\_\_

14. **If a foreign limited Partnership.** provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.

(a) **The Florida registration number:** \_\_\_\_\_

15 Provide **FEID Number**(if applicable): \_\_\_\_\_

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?  
( )Yes ( )No

(b) If not, who will bill for your services?

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

(c) How is this information provided?

\_\_\_\_\_  
\_\_\_\_\_

17. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

**Name:** Todd H. Lowe

**Title:** President

**Address:** 16061 Carmel Bay Drive

**City/State/Zip:** Northport, AL 35475

**Telephone No.:** (205) 330-1701 **Fax No.:** (205) 330-1705

**Internet E-Mail Address:** toddlowe@visiology.com

**Internet Website Address:** www.visiology.com

(b) Official Point of contact for the ongoing operations of the company:

**Name:** Douglas Barley

**Title:** CEO & Secretary

**Address:** 30-50 Whitestone Expressway

**City/State/Zip:** Whitestone, New York 11354

**Telephone No.:** (718) 939-9000 ext 220 **Fax No.:** (718) 939-9998

**Internet E-Mail Address:** dough@pt-1.com

**Internet Website Address:** \_\_\_\_\_

(c) Complaints/Inquiries from customers:

**Name:** Helene Kidary V.P. Operations

**Title:** V.P. Operations

**Address:** 30-50 Whitestone Expressway

**City/State/Zip:** Whitestone, New York 11354

**Telephone No.:** (718) 939-9000 ext 224

**Fax No.:** (718) 939-9998

**Internet E-Mail Address:** helene@pt-1.com

**Internet Website Address:** \_\_\_\_\_

18. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

None

(b) has applications pending to be certificated as an interexchange telecommunications company.

California, New York, Texas

(c) is certificated to operate as an interexchange telecommunications company.

None

(d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved.

None

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

None



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

None

19. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. if so. please explain.

None.

(b) an officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

The officers of the Applicant are also officers of the parent company PT-1 Communications, Inc.

20. The applicant will provide the following interexchange carrier services **1** (check all that apply):

a. \_\_\_\_\_ **MTS with distance sensitive per minute rates**

- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

b.  **MTS with route specific rates per minute**

- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

c.  **MTS with statewide flat rates per minute (i.e. not distance sensitive)**

- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

d.  **MTS for pay telephone service providers**

e.  **Block-of-time calling plan (Reach Out Florida, Ring America, etc.).**

f.  **800 service (toll free)**

g.  **WATS type service (bulk or volume discount)**

- Method of access is via dedicated facilities
- Method of access is via switched facilities

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

i.  **Travel service**

- Method of access is 950
- Method of access is 800

j.  **900 service**

k. \_\_\_\_\_ **Operator services**

- \_\_\_\_\_ Available to presubscribed customers
- \_\_\_\_\_ Available to non presubscribed customers (for example, to patrons of hotels, students in universities, patients in hospitals).
- \_\_\_\_\_ Available to inmates

l. \_\_\_\_\_ **Services included are:**

- \_\_\_\_\_ Station assistance
- \_\_\_\_\_ Person-to-person assistance
- \_\_\_\_\_ Directory assistance
- \_\_\_\_\_ Operator verify and interrupt
- \_\_\_\_\_ Conference calling

21. Submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

See ATTACHMENT D

22. Submit the following:

**A. Financial capability.**

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer **affirming that the financial statements are true and correct** and should include:

1. the balance sheet;
2. income statement; and
3. statement of retained earnings.

**NOTE:** *This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with*

*financial institutions.*

Further, the following (which includes supporting documentation) should be provided:

1. **A written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service.
3. **A written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

See Attachment A

**B. Managerial capability;** give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

**C. Technical capability;** give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

**\*\* APPLICANT ACKNOWLEDGMENT STATEMENT \*\***

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
  
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
  
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
  
4. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

**UTILITY OFFICIAL:**

_____ Signature	_____ Date
_____ CEO & Secretary	_____ (718) 939-9000 ext 220
_____ Title	_____ Telephone No.
_____ Address: 30-50 Whitestone Expressway	_____ (718) 939-9998 Fax No.
_____ Whitestone, New York 11354	

**ATTACHMENTS:**

- A - CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - CURRENT FLORIDA INTRASTATE NETWORK
- D - AFFIDAVIT
  - FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES
  - GLOSSARY

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

I. (Name) \_\_\_\_\_

(Title) \_\_\_\_\_ of

(Name of Company) \_\_\_\_\_

and current holder of Florida Public Service Commission Certificate Number # \_\_\_\_\_

\_\_\_\_\_ have reviewed this application and join in the petitioner's request for

a:

( ) transfer

( ) assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Signature Douglas Barley

4-29-99  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone No.

Address: \_\_\_\_\_

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
\_\_\_\_\_

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be provided in one of the following ways (applicant, please yr check one):

(X) The applicant will **not** collect deposits nor will it collect payments for service more than one month in advance.

( ) The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month.  
(The bond must accompany the application.)

**UTILITY OFFICIAL:**

Douglas Barley  
Signature

4-29-99  
Date

CEO & Secretary  
Title

(718) 939-9000 ext 220  
Telephone No.

Address: 30-50 Whitestone Expressway

(718) 939-9998  
Fax No.

Whitestone, New York 11354

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CURRENT FLORIDA INTRASTATE SERVICES**

Applicant **has** ( ) or **has not** (X) previously provided *intrastate telecommunications* in Florida.

If the answer is has fully describe the following:

- a) What services have been provided and when did these services begin?
- b) If the services are not currently offered, when were they discontinued?

**UTILITY OFFICIAL:**

Signature Douglas Barley Date 4-29-99

CEO & Secretary Title (718) 939-9000 ext 220 Telephone No.

Address: 30-50 Whitestone Expressway (718) 939-9998 Fax No.

Whitestone, New York 11354

\_\_\_\_\_  
\_\_\_\_\_



## AFFIDAVIT

By my signature below, I, the undersigned officer, 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 company 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."

UTILITY OFFICIAL:

Signature	<u><i>Douglas Barley</i></u>	Date	<u>4-29-99</u>
CEO & Secretary Title	_____	Telephone No.	<u>(718) 939-9000 ext 220</u>
Address: 30-50 Whitestone Expressway	_____	Fax No.	<u>(718) 939-9998</u>
	<u>Whitestone, New York 11354</u>		
	_____		
	_____		

**ATTACHMENT A**

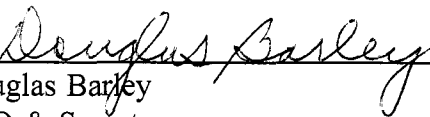
**FINANCIAL CAPABILITY**

**CURRENT BALANCE SHEET**

**CURRENT INCOME STATEMENT**

**Statement of Financial Capability**

In the opinion of management, PT-1 Long Distance, Inc., has sufficient financial capability to enter the Florida telecommunications market and meet its ongoing obligations. In addition to funds available as shown on the financial statements furnished, PT-1 Long Distance, Inc. has access to additional funding through financial institutions and if necessary through additional capital from the parent company.

  
\_\_\_\_\_  
Douglas Barley  
CFO & Secretary

CERTIFICATION OF FINANCIAL STATEMENTS

OATH

STATE OF NEW YORK

COUNTY OF QUEENS

Personally appeared before the undersigned, an officer duly authorized to administer oaths, Douglas Barley who first being duly sworn, deposes and says that he is CFO & Secretary of PT-1 Long Distance, Inc., applicant in this application, that he has read the financial statements enclosed herein as Attachment K and knows the contents thereof, and that the statements made herein are true to the best of his knowledge and belief.

Douglas Barley  
(Signature of Affiant)

Subscribed and sworn before me, this  
29<sup>th</sup> day of April,  
1999.

Kathleen McEnroe  
(Notary Public)

My Commission Expires 7/7/99

**Kathleen McEnroe** (Seal)  
Notary Public, State of New York  
No. 01MC5081673  
Qualified in Queens County  
Commission Expires: July 7, 1999

# ATTACHMENT B

## MANAGERIAL CAPABILITY

Sam Tawfik is CEO and Chairman of PT-1 Long Distance, Inc. Mr. Tawfik has over fifteen years of experience in sales, marketing, and distribution with the last two years in the field of telecommunications. Prior to joining PT-1 Communications, Inc. he founded a debit card company. He has degrees from both Long Island University and Columbia University in business and finance.

Douglas Barley is Chief Financial Officer of PT-1 Long Distance, Inc. and PT-1 Communications, Inc. Mr. Barley was licensed by the State of New York as a Certified Public Accountant in 1986, and has been a member of the New York Society of CPAs, the American Institute of CPAs, and standing committees that represent those organizations. Mr. Barley prospered in public accounting for more than ten years. While employed by the top national and regional accounting and consulting firms, Mr. Barley served as engagement executive for a diverse base of large and middle market clientele providing audit services as well as consulting on operational and financial control issues. Mr. Barley has had extensive involvement with development stage and start-up enterprises and has more than fifteen years experience with SEC registrations, Initial Public Offerings, and statutory reporting compliance.

# ATTACHMENT C

## TECHNICAL CAPABILITY

PT-1 Long Distance, Inc. is a switchless reseller. All switching and transport are provided by the Florida certified underlying carriers.

**ATTACHMENT D**

PROPOSED TARIFF

PT-1 LONG DISTANCE, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of long distance telecommunications services provided by PT-1 Long Distance, Inc. with principal offices at 30-50 Whitestone Expressway, Flushing, New York 11354. This Tariff applies to services furnished within the State of Florida. This Tariff is on file with the Florida Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business.



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**CHECK SHEET**

All of the sheets of this Tariff are effective as of the date shown at the bottom of the sheet. Original and revised sheets as named below comprise all changes from the original Tariff.

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

**CHECK SHEET** (continued)

SHEET	REVISION
26	Original Sheet
27	Original Sheet
28	Original Sheet
29	Original Sheet
30	Original Sheet
31	Original Sheet
32	Original Sheet
33	Original Sheet
34	Original Sheet
35	Original Sheet

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**CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS**

None

**SYMBOLS**

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

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

### TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised sheet 14 cancels the 3rd revised sheet 14.
- C. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.1
  - 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
- 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.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**10XXX or 101XXXX Access:** A dialing method that enables a Customer to reach the exchange or interexchange carrier of the Customer's choice even if the Customer is not a regular Customer of that carrier. For example, to reach AT&T Communications of New England, Inc., the Customer dials 10288.

**Access Code:** The Access Code is the 101XXXX Access number.

**Authorized User:** A person, firm or corporation, who is authorized by the Customer/Subscriber to utilize the services of the Customer/Subscriber.

**Company:** Company refers to PT-1 Long Distance, Inc.

**Commission:** Commission refers to the Florida Public Service Commission or any succeeding agency.

**Customer:** The Customer is a person or legal entity which uses or subscribes to the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

**DUC:** DUC stands for Designated Underlying Carrier.

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

**Initial and Additional Period:** The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging time in excess of the Initial Period.

**LEC:** LEC stands for Local Exchange Carrier.

**MRC:** Monthly Recurring Charge

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Qualified Minutes:** Qualified Minutes are minutes of use to Canada, the United Kingdom, or domestic locations. Calls to Directory Assistance do not count as Qualified Minutes.

**State:** "State" refers to the State of State.

**Subscriber:** The Subscriber is a person or legal entity which subscribes to or dials the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

**Switched Access:** A method of reaching the Company through the local switched network whereby the End User uses standard business or residential local lines.

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

**U.S.F.:** U.S.F. stands for Universal Service Fund.



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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Company for telecommunications between points within the State. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 Company's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS), switch network services, private lines and Wide Area Telecommunications Services (WATS) of underlying common carriers.
- 2.1.3 The rates and regulations contained in this tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.
- 2.1.4 The Subscriber is entitled to limit the use of Company's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Company.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service

- 2.2.1 Service is offered by the Company subject to the availability of necessary facilities, equipment and/or billing arrangements with the DUC and/or LEC. Necessary facilities and equipment may include but is not limited to facilities or equipment to be provided by Company, connecting carriers, underlying carriers, owners and operators of transmission capacity leased to Company or the LEC. In case of refusal to establish service, the Company shall notify the applicant in writing of the reason for such refusal.
- 2.2.2 The Company reserves the right to discontinue service without liability, or to limit the use of service when necessitated by conditions beyond the Company's control, or when the Customer is using service in violation of the law or in violation of the provisions of this Tariff.
- 2.2.3 The Company undertakes to 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 shall not be liable for any delays in commencing services to any Customer.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.3 Conditions under which the Company may, without notice, terminate service without liability include, but are not limited to:

- (A) Insufficient or fraudulent billing information or invalid or unauthorized telephone numbers; or,
- (B) Any order or decision of a court or other governmental authority prohibits the Company from offering such service; or,
- (C) The Company deems termination necessary to protect the Company or third parties against fraud, or to otherwise protect the Company's personnel, agents, or service; or,
- (D) Customer's or End User's misuse of the DUC's network or the Company's switching equipment; or
- (E) Customer's or End User's use of the DUC's network or the Company's switch for any fraudulent or unlawful purpose; or,
- (F) Emergency, threatened, or actual disruption of service to other Customers; or
- (G) Unauthorized or fraudulent procurement of service, including a misrepresentation of fact relevant to the conditions under which the applicant or Customer may obtain or continue to receive service; or

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.4 Conditions under which the Company may, with five (5) Days' written notice, terminate service without liability include, but are not limited to:

- Customer's use of the service constitutes a violation of either the provisions of this Tariff, or of any laws, or government rules, regulations, or policies; or,
- Non-payment of any sum owed the Company for telephone Service.

2.2.5 Initial and continuing service is offered subject to the availability of necessary facilities, billing services, and/or equipment, including those to be provided by the DUC(s), the Company, the CAP(s), or the LEC.

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

- (A) Use of service of the Company for a message or messages, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another; or
- (B) Use of service in such a manner as to interfere unreasonably with the use of service by one or more other Customers; or
- (C) Any calls placed by means of illegal equipment, service, or device.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

- 2.2.7 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions will remain, at all time, in full force and in effect until modified in writing, signed by the Company and Customer.
- 2.2.8 To control fraud, service may be discontinued by the Company without incurring liability by blocking all traffic or by blocking traffic to or from certain NPA-NXXs, cities, or individual telephone stations for any service offered under this Tariff. Service will be restored at Company's option as soon as it can be provided without undue risk and only after accounts have been brought current.
- 2.2.9 The Company reserves the right to change DUCs at any time.
- 2.2.10 The Company reserves the right, without incurring liability, to refuse to provide service to or from any location where the necessary facilities, billing arrangements, and/or equipment are not available.
- 2.2.11 The Customer obtains no property right or interest in any specific type of facility, service, connection, equipment, number process or code. All right, title and interests to such items remain, at all times, solely with the Company.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability

The Company's liability will be limited to that expressly assumed in Paragraphs 2.3.1 through 2.3.9 of this Tariff and that arises in connection with the provision of service to Customer.

2.3.1 The Company will not be liable for:

- (A) Any act or omission of any other company or companies furnishing a portion of the service or furnishing facilities or equipment associated with such service.
- (B) Damages caused by the fault or negligence or misconduct of the Customer.
- (C) Any failure to provide or maintain service under this Tariff due to circumstances beyond the Company's reasonable control.
- (D) Any direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, service provided hereunder, absent a determination of willful misconduct by the Company through judicial or administrative proceedings.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.1 (continued)

- (E) Any special or consequential damages or any lost profits of any kind or nature arising out of the furnishing of or interruption in service contained in this Tariff.
- (F) The use or abuse of any service described herein by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service, or device. In the case of 800 service, this also applies to third parties who dial the Customer's 800 number by mistake.
- (G) Any action, such as blocking or refusal to accept certain calls, that Company deems necessary in order to prevent fraudulent or unlawful use of its service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties. The liability provided for above, will, in each case, be in addition to any amounts that may otherwise be due the Customer under this Tariff as a credit allowance for the interruption of service.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

- 2.3.2 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from or are caused by the use of facilities or equipment of Customer or related parties, will not result in the imposition of any liability whatsoever upon the Company. In addition, all of the service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties.
- 2.3.3 With respect to service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.
- 2.3.4 The Company may rely on CAPS, LECs, DUCs, or other third parties to provide a portion of the Company's service.
- 2.3.5 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.
- 2.3.6 Under no circumstances whatsoever will the Company or its officers, agents, or employees be liable for indirect, incidental, special or consequential damages.



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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

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

- (A) Unavoidable interruption in the working of transmission facilities; or
- (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
- (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or
- (E) Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.

2.3.8 The Company will use its best efforts to provide competent services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide service to its Customers, Cardholders, Subscribers, or End Users; negligent or defective services to Customers, Cardholders, Subscribers, or End Users; equipment, computer, network, or electrical malfunctions or any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.

2.3.9 In the event the Company or the DUC learn of possible fraudulent use of any Company services, the Company will make an effort to contact the Customer, but service may be terminated or blocked without notice and without liability to the Company.

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**SECTION 2 - RULES AND REGULATIONS**

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**2.4 Use of Service**

- 2.4.1 The service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing of service. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the service in a manner that could interfere with service provided to others or that could harm the facilities of the Company or others.
- 2.4.3 Service furnished by the Company will not be used for any unlawful or fraudulent purposes such as use of electronic devices, invalid numbers, and false credit devices to avoid payment for service contained in this Tariff either in whole or in part. Service furnished by the Company will not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another. Nor will service be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, or an enhanced or electronic service provider who has subscribed to the Company's service. However, this provision does not preclude an agreement between the Customer, authorized user, or joint user to share the cost of the service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement. Resellers must be certified by the Florida Public Service Commission.
- 2.4.4 The Company does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

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

- (A) Any claim asserted against the Company (and all attorney fees and expenses incurred by the Company with respect thereto) arising out of or relating to the failure of the Company to provide service to Customers, Cardholders, or End Users.
- (B) Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting (1) from Customer (or its employees's agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company services or prices, or unauthorized or illegal acts of the Customer, its employees, agents, or independent contractor.
- (C) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's material, data, information, or other content transmitted via service.
- (D) Violation by Customer of any other literary, intellectual, artistic, dramatic, or musical right.
- (E) Violations by Customer of the right to privacy.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 (continued)

- (F) Any other claims whatsoever relating to or arising from message content or the transmission thereof.
- (G) All other claims arising out of any act or omission of the Customer in connection with service provided by the Company.
- (H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, 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 directly or indirectly by the provision of service, where such loss, claim, demand, suit, action, or liability is not the direct result of the Company's negligence or willful misconduct.

2.5.2 If a Customer directly or indirectly authorizes third parties to use the service, the Customer will indemnify and hold the Company harmless against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties.

2.5.3 If Dedicated Access is a required condition for subscribing to one of the Company's services, the Customer is responsible for obtaining the Dedicated Access.

2.5.4 The Subscriber is responsible for the payment of charges for calls originated at the Subscriber's telephone numbers, dedicated circuits, PIN, Authorization Code or card numbers which are not collect, third party, calling card, or credit card calls.

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SECTION 2 - RULES AND REGULATIONS

2.6 Application For Service

To obtain service other than the Company's 101XXXX Access Service, the Applicant must sign and complete a service agreement and sign a letter of agency. The Applicant must also establish credit satisfactory to the Company as provided in Paragraph 2.7.

2.7 Establishment of Credit

2.7.1 Applicant

For all non-prepaid services, the Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed application, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires. In the case of a business Customer, the Company may, at its discretion, require personal guarantees from the Customer's owners or officers of all Customer's liabilities and obligations to the Company.

2.7.2 Customer

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

2.8 Customer Deposits

The Company does not collect deposits for services in this tariff.

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SECTION 2 - RULES AND REGULATIONS

2.9 Payment For Services

2.9.1 Methods Of Payment

The Company may utilize direct billing and LEC billing. The selection of the billing option is made by the Company.

(A) Direct Billing By Company Or Authorized Billing Agent

- .1 Call detail is included with the bill. The due date is disclosed on the bill. Payment in full is due within twenty-two (22) days of the invoice date on the bill.
- .2 If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge of 1.5% per month on the delinquent amount.

(B) LEC Billing

With LEC billing, the Customer's charges for Service(s) are billed with the Customer's bill for local service. Call detail is included with the bill. If LEC billing is utilized, the rules and regulations applying to rendering and payment of the bill and late charges are the same as covered in the applicable LEC tariff. The Company will make every effort to post any credit due to the Customer account(s) on the Customer's next LEC bill. However, based on the date of the resolution of a dispute and the date credits must be provided to the LEC, it may be two or more billing cycles before a credit will be issued.

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SECTION 2 - RULES AND REGULATIONS

2.9 Payment For Services (continued)

2.9.2 Disputes with respect to charges must be received by the Company in writing within sixty (60) days from the date shown as the bill date of the invoice or such invoice will be deemed to be correct and binding on the Customer. Written responses must be sent to the Company's customer service organization as per Paragraph 2.10.

2.9.3 In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.10 Customer Service

2.10.1 General

Customer service may be contacted in writing at 30-50 Whitestone Expressway, Flushing, New York 11354. Customers may contact customer service by dialing a toll-free 800 number. The 800/888 number is listed on the bill. Customer service representatives are available 8:00 AM to 9:00 PM eastern time six days a week excluding holidays. After hours and on holidays, the Customer may reach a Company representative by leaving a message.

2.10.2 Billing Inquiries

Billing inquiries must be submitted to the Company in writing. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter.

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**SECTION 2 - RULES AND REGULATIONS****2.11 Cancellation By Company**

The Company may terminate service to the Customer upon five (5) days' written notice to the Customer for any condition listed in Paragraph 2.2 providing that the name and address of the Customer is known by the Company. If the Company delivers the notice to the Customer's premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known address and mailed first class in a separate mailing or some type of express over night delivery. The selection of the method of delivering the notice is made by the Company.

The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

**2.12 Timing of Calls**

Timing of calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods including hardware answer supervision provided by the DUC and software answer detection. Chargeable time ends when one of the parties disconnects from the call.



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SECTION 2 - RULES AND REGULATIONS

2.13 Initial and Additional Period

Calls are billed in various increments depending on the service subscribed to by the Customer. For all services, fractions of an increment are rounded up to the next highest increment. Initial period and additional period are shown for each service in the rate tables.

2.14 Rounding

2.14.1 All calls are billed in the billing increments as set forth in the description for each service. Calls that terminate between increments will be rounded to the next highest increment. For example, a call with a one (1) minute increment lasting 35 seconds will be rounded to one (1) minute.

2.14.2 Once the call duration, in billing increments is computed, the appropriate per minute charges, as listed in the rate schedules will be applied to the call. Calls with charges that include a fraction of a cent .5 or greater will be rounded to the next highest cent. For example, a Customer making a call with a computed charge of \$1.434 will be charged \$1.43 and a Customer making a call with a computed charge of \$1.435 will be charged \$1.44.

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SECTION 2 - RULES AND REGULATIONS

2.15 Taxes

In addition to the charges specifically pertaining to services, certain federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations.

All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, universal service fund assessments, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in Section 4 of this Tariff.

2.16 Restoration of Services

The use and restoration of services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

2.17 Promotional Offerings

The Company may, from time-to-time, engage in special promotional service offerings designed to attract new Customers or to increase existing Customer's awareness of a particular service offering. These promotional offerings may apply only to certain service arrangements, and may be limited to certain dates, times, and/or locations.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services

3.1.1 General

All Switched Access services are only available in equal access areas. The selection of the DUC is made by the Company.

3.1.2 Non-Primary Interexchange Carrier Service

Non-Primary Interexchange Carrier Service is inter-LATA and intra-LATA toll service available to businesses, except hospitals, payphones, hotels and in-mate only facilities, and residences that demonstrate credit-worthiness. Non-Primary Interexchange Carrier Service is available via a 10XXX or 101XXXX access code. Billing for Non-Primary Interexchange Carrier Service is completed through the Customer's LEC where available. Non-Primary Interexchange Carrier Service Customers are billed in arrears. If the Customer uses a calling plan with a monthly recurring charge, that monthly charge is charged for every billing or calendar month in which a customer uses the service as defined by placing a call from a working telephone number.

Rate schedules for this service are based on the following rate periods:

Day:	7:00 A.M. through 6:59:59 P.M.
Night:	7:00 P.M. through 6:59:59 A.M.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services (continued)

3.1.2 Non-Primary Interexchange Carrier Service (continued)

.1 Non-Primary Interexchange Carrier Service - Plan A

Customers who select Non-Primary Interexchange Carrier Service are billed in increments of one (1) minute, in addition to a monthly service charge.

.2 Non-Primary Interexchange Carrier Service - Plan B

Customers who select Non-Primary Interexchange Carrier Service are billed in increments of one (1) minute.

.3 Non-Primary Interexchange Carrier Service - Plan C

Customers who select Non-Primary Interexchange Carrier Service are billed in increments of one (1) minute.

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SECTION 3 - DESCRIPTION OF SERVICES

3.2 Directory Assistance

3.2.1 Description of Service

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

3.2.2 Availability of Service

Directory assistance is available to any Customer that has access to the directory assistance bureau of the DUC.

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 SECTION 3 - DESCRIPTION OF SERVICES
 

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## 3.3 Mileage Measurements

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

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

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

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

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

FORMULA:

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

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SECTION 3 - DESCRIPTION OF SERVICES

3.4 Per Call Billing Charges

3.4.1 Timing Increments

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

3.4.2 Rounding

(A) Payphone Surcharge

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

(B) Prepaid Calling Card Calls

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

(C) All Usage-Sensitive Services

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

3.5 Minimum Call Completion Rate

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

SECTION 4 - RATES AND CHARGES

4.1 Outbound Services - Switched Access

4.1.1 Non-Primary Interexchange Carrier Service

.1 Non-Primary Interexchange Carrier Service - Plan A

Billing Period 1 minute		Monthly Service Charge
Day	Night	\$3.95
\$.0790	\$.0790	

.2 Non-Primary Interexchange Carrier Service - Plan B

Billing Period 1 minute		Monthly Service Charge
Day	Night	\$0.00
\$.0790	\$.0790	

.3 Non-Primary Interexchange Carrier Service - Plan C

Billing Period 1 minute				Monthly Service Charge
Initial Period		Additional Period		\$0.00
Day	Night	Day	Night	
\$.350	\$.200	\$.350	\$.200	



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SECTION 4 - RATES AND CHARGES

4.2 Directory Assistance

The charge is \$.85 per call.

4.3 Miscellaneous Charges

4.3.1 Return Check Charge

If a Customer's check is returned by the bank, the Company may charge the Customer a return check charge. The amount of the return check charge is \$15.00.

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**SECTION 4 - RATES AND CHARGES**

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**4.4 Exemptions and Special Rates****4.4.1 Discounts for Hearing Impaired Customers**

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

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

**4.4.2 Directory Assistance for Handicapped Person**

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

# Visiology, Inc.

Todd H. Lowe (205) 330-1701  
Barbara L. Lowe (205) 330-1702  
Bobbi Ferguson (205) 330-1703  
FAX (205) 330-1705  
WEB www.visiology.com  
E-Mail toddlowe@visiology.com  
toddlowe@worldnet.att.net

DEPOSIT DATE  
**D134** # MAY 10 1999

May 6, 1999

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

Dear Mr. D'Haeseleer:

Enclosed are the original and six (6) copies of PT-1 Long Distance, Inc.'s Application Form for Authority To Provide Interexchange Telecommunications Service Within The State of Florida. So that our records will be complete, please date stamp the extra copy of this transmittal letter and return in the enclosed envelope. Also enclosed is a check for \$250 made payable to the Florida Public Service Commission to cover the filing fee.

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

Your assistance in this matter is greatly appreciated.

Sincerely,



**PT-1 COMMUNICATIONS, INC.**  
30-50 WHITESTONE EXPWY  
WHITESTONE, NY 11354  
(718) 939-9000

CHASE MANHATTAN BANK DELAWARE  
WILMINGTON, DE 19801  
62-26-311 8159-09

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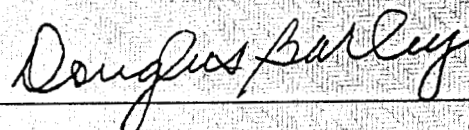
PAY TO THE ORDER OF FLORIDA PUBLIC SERVICE

\$ \*\*\*250.00

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

DOLLARS

FLORIDA PUBLIC SERVICE



DOCUMENT NUMBER - DATE

05925 MAY 10 99

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Security features included. Details on back