

VIA FED-EX

Monday, September 13, 1999

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

991389-TI

Re : \ Maxcess, Inc.'s IXC Application for Authority and Tariff

Dear Sir or Madam:

Please find enclosed Original and six copies of the IXC Application for authority, the companies proposed Tariff and the \$250.00 filing fee. Please acknowledge receipt of this filing by file stamping and returning to the address below. Please note that Maxcess, Inc.'s financial statements are enclosed under seal.

Thank you, and please address any questions concerning this Application or the Applicant, in general, to the undersigned.

Sincerely,


Matthew A. Brown
Sr. Project Manager/Director
ISG-Telecom Consultants, Int'l
838 Village Way, Suite 1200
Palm Harbor, Florida 34683
Phone: 727-738-5553
Fax: 727-738-5554
Brown@isg-telecom.com

Check received with filing and
forwarded to Fiscal for deposit.
Please to forward a copy of check
to HARR with amount of the fee.

Initials of person who forwarded check:


DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

Conf. DN 11041-99
This document has been placed in confidential
storage pending advice on handling from OPR
staff.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

In the Matter of the Application)
of Maxcess, Inc.)
for Original Authority to Provide)
Interexchange Telecommunications)
Services Within the State of Florida)

No. 991389-TI

APPLICATION FOR AUTHORITY

Maxcess, Inc. ("Applicant"), pursuant to Chapter 25-24, Section 25-24.471, Rules of the Florida Public Service Commission, hereby files an Application for Original Authority to Provide Interexchange Telecommunications Services within the State of Florida ("Application") with the Florida Public Service Commission ("Commission"). In support of its Application, Applicant provides the following information in accordance with Florida Public Service Commission Form PSC/CMU 31 (12/96):

1 and 2. Applicant requests Original Authority to operate as an interexchange telecommunications company providing a variety of inbound and outbound long-distance telecommunications services within the State of Florida, including "1 plus" long-distance message telecommunications service, calling card services and alternative operator services.

3. Applicant's legal name is Maxcess, Inc.

4. Applicant will be doing business as Maxcess, Inc.

5 and 6. Information concerning Applicant's national and Florida office is as follows:

14119 West Newberry Road
Newberry, Florida 32669

Telephone: 352.332.1300
Facsimile: 352.332.2555

7. Applicant is a privately-held corporation incorporated under the laws of the State of Florida on August 6, 1999. Applicant's Articles of Incorporation are submitted as

Exhibit A.

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

9. (a) Applicant's corporate charter number is P99000048609. See attached

Exhibit B.

(b) Not applicable. Applicant is not operating under a fictitious name.

(c)(1) No officers, directors or any of the ten largest shareholders have been adjudged bankrupt, mentally incompetent or found guilty of a felony or of any crime. No proceedings are pending against any officers, directors or shareholders that may result in such a finding.

(c)(2) Applicant's officers and directors have not previously been involved in a Florida certificated telephone company.

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

Mr. Matthew A. Brown
c/o ISG-Telecom Consulting, Int'l.
838 Village Way, Suite 1200
Palm Harbor, Florida 34683

Telephone: 727.738.5553
Facsimile: 727.738.5554
Email: Brown@isg-telecom.com

(b) The official point of contact for ongoing operations of the Applicant is:

Jim Marchant
Maxcess, Inc.
14119 West Newberry Road
Newberry, Florida 32669

Telephone: 352.332.1300
Facsimile: 352.332.2555

(c) Customer complaints/inquiries should be directed to Applicant's customer service department via a toll-free number. 877.564.6346

11. (a) Applicant is not providing and has not applied for interexchange authority in any other state.

(b) Applicant has not been denied certification in any state.

(c) No penalties have been imposed against the Applicant in any state.

(d) Applicant has not been involved in any civil court proceeding with any other telecommunications entity.

12. Applicant will not offer services to other certificated telephone companies.

13 and 14. Applicant plans to market its services primarily through direct mail and internet advertising. Applicant will not engage in multi-level marketing.

14 and 15. Applicant's sales staff will be compensated as employees, and any independent agents will market Applicant's services for a standard commission.

16. With the exception of prepaid calling card services, all customers will receive bills for Applicant's services. Applicant will only solicit its services to business and residential customers.

17. (a) Applicant's name will appear on its billing materials.
- (b) Applicant's billing will be prepared in-house and billed by Maxcess.

18. A. Financial Capability. As proof that Applicant has the requisite financial ability to offer alternative local exchange services in the State of Florida, the unaudited income statement and balance sheet of Maxcess, Inc, are attached as **Exhibit C**. These documents are verified correct by Applicant's President/CEO, and are presented in lieu of audited financial statements. As a start-up venture, Applicant requests that the Commission accept the financial statements. Additionally, as the nature of these documents is highly confidential and of potential benefit to Applicant's competitors, pursuant to Applicant's attached Motion for Protective Order, these documents are submitted under protective seal.

B. Managerial Capability. Applicant's officers have been directly responsible for Applicant's success as an Internet service provider and as an Alternative Local Exchange Carrier in the State of Florida . A summary of the management experience of Applicant's senior officers is attached as **Exhibit D**.

C. Technical Capability. As indicated in **Exhibit D**, Applicant's officers have experience in telecommunications. Accordingly, Applicant believes it has the necessary technical ability to provide interexchange telecommunications services, including "1 plus," calling card and alternative operator services. As a reseller of interexchange services, Applicant will rely primarily on the technical ability of its underlying carriers.

19. Applicant's proposed tariff is attached hereto as **Exhibit E**.

20. Applicant is a value-added, facilities-based provider of resold interexchange telecommunications services. Applicant proposes to provide resold inbound and outbound interexchange telecommunications services for the direct transmission and reception of voice and data between locations throughout the State of Florida, including "1 plus" long-distance message

telecommunications service and calling card services. Applicant will offer message telecommunications at both distance sensitive per minute rates and flat per minute rates for qualified customers. Applicant also will offer alternative operator services, including, station assistance, person to person assistance, directory assistance and conference calling.

All of Applicant's services will be available to subscribers twenty-four hours per day, seven days per week, at rates, terms and conditions established by Applicant. Applicant assumes full responsibility for marketing and sales, billing and customer service functions. Applicant seeks to provide long-distance services at rates that are competitive with those of other interexchange carriers providing interexchange service in the State of Florida. Rates, terms and conditions pertaining to Applicant's service appear in Applicant's tariff at **Exhibit E**.

21. For "1 plus" long distance services, customers dial "1" plus the number to be called in order to complete a call. For calling card services, the caller dials a toll-free number followed by the number to be called and the appropriate personal identification number. For operator services, the caller dials "0" to be connected to an operator.

22. Commission approval of the instant Application will enable Applicant to offer the following long-term benefits to the public:

- (a) greater value to subscribers through lower-priced, better quality services;
- (b) innovative telecommunications services,;
- (c) increased consumer choice in telecommunications service and alternative billing options;

- (d) efficient use of existing telecommunications resources, as well as increased diversification and reliability in the supply of telecommunications services; and
- (e) an additional tax revenue source for the State of Florida.

In addition, by utilizing existing carrier communications facilities, Applicant's service will further promote more efficient use of those facilities, and provide greater revenues for local exchange carriers.

Applicant will comply with all the rules and regulations of the Commission and will respond to any Commission request for further information or evidence regarding Applicant's proposed services.

WHEREFORE, Maxcess, Inc. respectfully requests that the Florida Public Service Commission grant it Original Authority to operate as a reseller of telecommunications services within the State of Florida.

Respectfully submitted this 8th day of SEPTEMBER, 1999.

Maxcess, Inc.

By: 

Jim Marchant
President/CEO
Maxcess, Inc.

14119 West Newberry Road
Newberry, Florida 32669

Telephone: 352.332.1300
Facsimile: 352.332.2555

Applicant's Regulatory Consultants:

Mr. Matthew A. Brown
% ISG-Telecom Consultants, Int'l.
838 Village Way, Suite 1200
Palm Harbor, Florida 34683
Phone: 727.738.5553
Fax: 727.738.5554
Email: Brown@isg-telecom.com

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 of \$50.00 is required.
2. GROSS RECEIPTS TAX: I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. SALES TAX: I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. APPLICATION FEE: A non-refundable application fee of \$250.00 must be submitted with the application.
5. RECEIPT AND UNDERSTANDING OF RULES: I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.
6. ACCURACY OF APPLICATION: By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement.

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."

Respectfully submitted this 8th day of September, 1999.

Maxcess, Inc.

By: 

Jim Marchant
President/CEO
Maxcess, Inc.
14119 West Newberry Road
Newberry, Florida 32669

Telephone: 352.332.1300
Facsimile: 352.332.2555

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

In the Matter of the Application)
of Maxcess, Inc.)
for Original Authority to Provide) No. _____
Interexchange Telecommunications)
Services Within the State of Florida)

LIST OF EXHIBITS AND APPENDICES

EXHIBIT A	ARTICLES OF INCORPORATION
EXHIBIT B	CERTIFICATE OF AUTHORITY
EXHIBIT C	FINANCIAL STATEMENTS
EXHIBIT D	MANAGEMENT EXPERIENCE
EXHIBIT E	PROPOSED TARIFF
APPENDIX A	CERTIFICATE TRANSFER STATEMENT
APPENDIX B	CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
APPENDIX C	INTRASTATE NETWORK
APPENDIX D	FLORIDA TELEPHONE EXCHANGES

EXHIBIT A

ARTICLES OF INCORPORATION
(Attached)

EXHIBIT B

CERTIFICATE OF AUTHORITY
(Not Applicable)

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of MAXCESS, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is P99000048609.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Sixth day of August, 1999



CR2EO22 (1-99)

Katherine Harris
Katherine Harris
Secretary of State

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ARTICLES OF INCORPORATION
OF
MAXCESS, INC.

EFFECTIVE DATE
6-8-1998

In compliance with the requirements of F.S. Chapter 607, the undersigned, being a natural person, does hereby act as an incorporator in adopting and filing the following articles of incorporation for the purpose of organizing a business corporation.

ARTICLE I

The name of the corporation ("Corporation") is Maxcess, Inc.

ARTICLE II

The street address of the principal office of the Corporation is 14119 West Newberry Road, Newberry, Florida 32669.

ARTICLE III

The maximum number of common shares this Corporation is authorized to issue is 200. All Common Shares shall be identical with each other in every respect and the holders of Common Shares shall be entitled to one vote for each share on all matters on which shareholders have the right to vote.

ARTICLE IV

The initial street address of the Corporation's registered office is 14119 West Newberry Road, Newberry, Florida 32669. The initial registered agent for the Corporation at that address is James Carl Marchant, Jr.

ARTICLE V

The initial board of directors shall consist of 1 member. The name and address of the person who will serve on the initial board of directors is:

Name	Address
James C. Marchant, Jr.	14119 West Newberry Road, Newberry, Florida 32669

ARTICLE VI

The names and street addresses of the persons signing these articles of incorporation are:

Name	Address
James C. Marchant, Jr.	14119 West Newberry Road, Newberry, Florida 32669

Brenda Lee Hamilton FL Bar Member 004618

Law Office of Brenda Lee Hamilton, P.A.
555 South Federal Highway, Suite 400
Boca Raton FL 33432
561-416-8956

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STATE
FLORIDA

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ARTICLE VIII

The corporation shall indemnify its directors, officers, employees, and agents to the fullest extent permitted by law.

IN WITNESS WHEREOF, the undersigned incorporator has executed these articles of incorporation this 26th day of May, 1999.

James C. Marchant Jr.
Name: James C. Marchant, Jr.

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for Marcess, Inc. at the place designated in the articles of incorporation, the undersigned is familiar with and accepts the obligations of that position pursuant to F.S. 607.0501(3).

James C. Marchant Jr.
Name: James C. Marchant, Jr.

Date: May 26, 1999

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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EXHIBIT C

FINANCIAL STATEMENTS

Applicant's verified financial statements are attached hereto. Applicant considers its financial statements to be proprietary and confidential. The data contained in these documents reveal the size, nature and scope of Applicant's business and financial operations to competitors and potential competitors. Therefore, pursuant to Applicant's Motion for Protective Order, Applicant requests that the Commission treat Applicant's financial statements as proprietary, to maintain the confidentiality of the data contained therein. Applicant's financial statements are submitted under protective seal, accordingly.

VERIFICATION OF FINANCIAL STATEMENTS

STATE OF FLORIDA)
) ss.
COUNTY OF ALACHUA)

I, Jim Marchant, being first duly sworn and deposed, state that I am President/CEO for Maxcess, Inc., the Applicant in this matter, and am authorized to make this verification; that I have read the foregoing financial statements and know the contents thereof; and as to those matters that are therein stated on information or belief, I believe them to be true.

Jim Marchant
Jim Marchant
President/CEO
Maxcess, Inc.

Subscribed and sworn to before me this 8th day of SEPTEMBER, 1999.

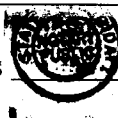
Al Bar
Notary Public in and for the State of Florida,

residing at: _____

14127 W. Newberry Road

Newberry Florida 32669

My commission expires _____



My Comm. Exp. 7/31/2004
Bonded By Service Ins
No. CC668241
 Personally Known Other: _____

EXHIBIT D

MANAGEMENT EXPERIENCE
(Attached)

Maxcess has assembled a management team with nearly 32 years of experience in telecommunications, Internet service provision, and computer systems integration. The Company's founder and CEO, James C. Marchant Jr., has been involved in computer-related ventures since 1983, including Mercury Communications USA, Inc., an Internet service provider. Mr. Marchant has gained valuable knowledge of the software, computer, Internet, and local and wide area networking industries and technologies. Mr. Marchant also serves in leadership roles as Founder and President of the Florida Internet Service Providers Association (FISPA), and the Florida Chamber of Commerce Board of Governors. Through these organizations, Mr. Marchant has established himself as an outspoken leader in the Florida Business and Internet communities. Mr. Marchant has been instrumental in setting a national precedent for Internet taxation issues. He is working with state legislatures and the Florida Chamber of Commerce to shape Florida's governmental policies with regard to the Internet and telecommunications. With over 16 years of experience with data networks, LANs, WANs, programming, and computer information technologies, CTO Daniel Webb oversees server installation, maintenance, programming and support teams. Mr. Webb has established strong relationships on behalf of Maxcess with Nortel Networks and several backbone providers that will be essential to the deployment of the Maxcess network. Maxcess' outsourced contract interim CFO Tom Watt has served as interim CFO for dozens of young technology-based entrepreneurial organizations. His experiences range from growing a \$2 million Boston software company to \$15 million in 3 years to financial planning and analysis for a \$1 billion pharmaceutical and medical products company.

EXHIBIT E

PROPOSED TARIFF
(Attached)

TELECOMMUNICATIONS TARIFF

OF

Maxcess, Inc.

14119 West Newberry Road, Newberry, Florida 32669

INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This Tariff contains the rates applicable to the furnishing of interexchange telecommunications services provided by Maxcess, Inc. ("Maxcess") within the State of Florida. This Tariff is on file with the Florida Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 14119 West Newberry Road, Newberry, Florida 32669

Issued: September 7, 1999
Issued By:

Jim Marchant
President/Chief Executive Officer
14119 West Newberry Road
Newberry, Florida 32669
352-332-1300

Effective Date:

CHECK SHEET

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

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	27	Original
2	Original	28	Original
3	Original	29	Original
4	Original	30	Original
5	Original	31	Original
6	Original	32	Original
7	Original	33	Original
8	Original	34	Original
9	Original	35	Original
10	Original	36	Original
11	Original	37	Original
12	Original		
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25	Original		
26	Original		

Issued: September 7, 1999

Effective Date:

Issued By:

Jim Marchant
President/Chief Executive Officer
14119 West Newberry Road
Newberry, Florida 32669
352-332-1300

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Issued: September 7, 1999
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President/Chief Executive Officer
14119 West Newberry Road
Newberry, Florida 32669
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Effective Date:

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Issued: September 7, 1999

Effective Date:

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Jim Marchant
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14119 West Newberry Road
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352-332-1300

EXPLANATION OF SYMBOLS

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

Issued: September 7, 1999
Issued By:

Jim Marchant
President/Chief Executive Officer
14119 West Newberry Road
Newberry, Florida 32669
352-332-1300

Effective Date:

TARIFF FORMAT

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

Issued: September 7, 1999
Issued By:

Jim Marchant
President/Chief Executive Officer
14119 West Newberry Road
Newberry, Florida 32669
352-332-1300

Effective Date:

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Business Service:

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

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

Called Station:

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

Calling Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Commission:

Florida Public Service Commission

Issued: September 7, 1999

Effective Date:

Issued By:

Jim Marchant
President/Chief Executive Officer
14119 West Newberry Road
Newberry, Florida 32669
352-332-1300

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Company:

Maxcess, Inc.

Credit Card:

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

Customer:

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

Dedicated Access:

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Disconnect or Disconnection:

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

Subscriber:

See "Customer" definition.

"800" Number:

An interexchange service offered pursuant to this Tariff for which the called party is assigned a unique 800-NXX-XXXX or 888-NXX-XXXX or 887-NXX-XXXX number, or any other NPA, and is billed for calls terminating at that number.

Issued: September 7, 1999

Effective Date:

Issued By:

Jim Marchant
President/Chief Executive Officer
14119 West Newberry Road
Newberry, Florida 32669
352-332-1300

SECTION 2 – RULES AND REGULATIONS

2.1. UNDERTAKING OF COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and terminating in any area within the State of Florida.
- 2.1.2. Company is a facilities-based provider and reseller of interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport, and termination services provided by interexchange carriers.
- 2.1.4. Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.5. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

2.2. LIMITATIONS

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or service and subject to the provisions of this Tariff.
- 2.2.2. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

Issued: September 7, 1999

Effective Date:

Issued By:

Jim Marchant
President/Chief Executive Officer
14119 West Newberry Road
Newberry, Florida 32669
352-332-1300

SECTION 2 – RULES AND REGULATIONS, Continued

2.2. LIMITATIONS, Continued

- 2.2.3. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.4. Prior written permission from the Company 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 of service.
- 2.2.5. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until this indebtedness is satisfied.

2.3. USE

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

Issued: September 7, 1999
Issued By:

Jim Marchant
President/Chief Executive Officer
14119 West Newberry Road
Newberry, Florida 32669
352-332-1300

Effective Date:

SECTION 2 – RULES AND REGULATIONS, Continued

2.3. USE, Continued

- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.
- 2.3.5. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.4. LIABILITIES OF THE COMPANY

- 2.4.1. The liability of the Company arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur, unless ordered by the Commission. In no event will the Company be responsible for consequential damages for lost profits suffered by a Customer or end user as the result of interrupted or unsatisfactory service.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.2. Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
 - B. Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of the Customer; and
 - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.3. Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.
- 2.4.4. Company shall not be liable for, and the Customer indemnifies and holds harmless from, any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, instituted or asserted by the Customer or by any other party of person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have be caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

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SECTION 2 – RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

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

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SECTION 2 – RULES AND REGULATIONS, Continued

2.5. INTERRUPTION OF SERVICE

- 2.5.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.5.2. For purposes of credit computation for service, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.
- 2.5.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

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

A - outage time in hours

B - total monthly charge for affected utility

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SECTION 2 – RULES AND REGULATIONS, Continued

2.6. RESTORATION OF SERVICE

- 2.6.1. The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission’s Rules and Regulations on file with the Commission, which specifies the priority system for such activities.
- 2.6.2. When a Customer’s service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service.

2.7. MINIMUM SERVICE PERIOD

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

2.8. PAYMENTS AND BILLING

- 2.8.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until cancelled by the Customer.
- 2.8.2. The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.8.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance.
- 2.8.4. Billing disputes should be addressed to Company’s customer service organization by mail at 14119 West Newberry Road, Newberry, Florida 32669 or via telephone at 877.564.6346. Customer service representatives are available from 8:00 a.m. to 4:59 p.m. Eastern Time. Messages may be left for the Customer Service Department from 5:00 p.m. to 7:59 a.m. Eastern Time, which will be answered on the next business day, unless in the event of an emergency which threatens Customer service, in which case customer service personnel may be paged.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.8. PAYMENTS AND BILLING, Continued

2.8.5. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Florida Public Service Commission's Division of Consumer Affairs for its investigation and decision.

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

Telephone number: 904.413.6100
Toll free number: 800.342.3552

2.9. CANCELLATION BY CUSTOMER

- 2.9.1. Customer may cancel service by providing written or verbal notice to Company at any time.
- 2.9.2. Customer is responsible for usage charges while still connected to the Company's service, even if the customer utilizes services rendered after the Customers request for cancellation has been made.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. CANCELLATION BY CUSTOMER, Continued

2.9.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:

- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed upon with the Customer for the non-recoverable portions of expenditures; or
- B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
- C. If based on an order for service and construction has either begun or has been completed, but no service provided.

2.10. CANCELLATION BY COMPANY

2.10.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:

- A. In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public or to employees of the Company; or
- B. In the event of Customer use of equipment in such manner as to adversely affect the Company's equipment or the Company's service to others; or
- C. For unauthorized or fraudulent use.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.10. CANCELLATION BY COMPANY, Continued

2.10.2. Company may discontinue service according to the following conditions upon five (5) days' written notice:

- A. For violation of Company's filed Tariffs or Commission regulations; or
- B. For the non-payment of any proper charge as provided by Company's Tariff;
or
- C. For Customer's breach of the contract for service with Company.

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

2.10.4. The Company may refuse to permit collect calling, calling card and third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

2.11. ADVANCE PAYMENTS AND DEPOSITS

The Company does not require an advance payment or deposit from the Customer.

2.12. INTERCONNECTION

2.12.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.12. INTERCONNECTION, Continued

2.12.2. Interconnection between 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 Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

2.13. FULL FORCE AND EFFECT

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

2.14. CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of services for any monthly period.

2.15. TAXES

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates, except prepaid calling cards.

2.16. UNCERTIFICATED RESALE PROHIBITED

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

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SECTION 3 – DESCRIPTION OF SERVICE

3.1. TIMING OF CALLS

- 3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's network. Usage begins when the called party picks up the receiver, i.e. when any two-way communication, often referred to as "conversation time" is possible). When the called party picks up is determined by hardware supervision in which the local telephone company sends a signal to the carrier's switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when either the called or calling party hangs up.
- 3.1.2. The time when connection is established, determined in accordance with the time - standard or daylight saving - observed at the location of the rate center of the calling station, determines what time schedule applies.
- 3.1.3. If a minute is split between two rate periods, the rate period applicable at the start of the minute applies to the entire minute.
- 3.1.4. The minimum call duration for billing purposes for all services is one (1) minute with one (1) minute billing increments thereafter.
- 3.1.5. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.6. There is no billing for incomplete calls.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.2. MINIMUM CALL COMPLETION RATE

Customers can expect a call completion rate of not less than ninety (90) percent during peak use periods for all Feature Group D Equal Access “1 plus” services. The call completion rate is calculated as the number of call completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

3.3. CALCULATION OF DISTANCE

3.3.1. 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.

3.3.2. 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. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell’s NECA Tariff No. 4.

Formula:

The square

Root of:
$$\frac{(V1-V2) + (H1 - H2)}{10}$$

3.4. MAXCESS TELECOMMUNICATIONS SERVICES

3.4.1. The rate for Company’s service is based on the following factors:

- A. The monthly billing volume;
- B. The duration of the call; and
- C. The type of service subscribed to.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued**3.4. MAXCESS TELECOMMUNICATIONS SERVICES, Continued**

- 3.4.2. **One Plus Service** is a switched access service, offering users outbound “1 plus” long distance telecommunications services from points originating and terminating in the State of Florida.
- 3.4.3. **800 Service** is a switched or dedicated access service, offering users inbound, toll free “800” number, long distance telecommunications services from points originating and terminating in the State of Florida. This service enables the caller to contact the customer without incurring toll charges, through the use of an assigned “800” number. The Customer pays for the call.
- 3.4.4. **Travel Card Service** permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch tone phone in the U.S. by dialing a toll free “800” number and entering a personal identification code, followed by the desired telephone number. Calling card calls are billed at the Applicant's tariffed rates and appear on the Customer's monthly long-distance bill.
- 3.4.5. **Prepaid Calling Card Service** is a discretionary, switched-access service available to Customers via a toll-free number from any dual-tone, multi-frequency telephone in the United States. Customers purchase the Company's prepaid calling cards which immediately enables users to place calls from any dual-tone, multi-frequency telephone, at the Company's tariffed rates. The Customer's account is credited for the amount of calling purchased and is debited as the Customer places calls pursuant to the Company's tariffed rates, until the account balance is depleted. Customers are informed of the amount of calling time remaining on the card at the time they access the Company's equipment and enter a personal identification number.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.4. MAXCESS TELECOMMUNICATIONS SERVICES, Continued

3.4.6. **Operator Services** are provided to residential and business customers who presubscribe to this service for intrastate calling. Operator services include the completion of collect, station-to-station, person-to-person, third party billing and credit card calls with the assistance of a Carrier operator. Each completed operator assisted call consists of two charge elements (except as otherwise indicated herein); (i) a fixed operator charge, which will be dependent on the type of billing selected (e.g., calling card, collect or other) and/or the completion restriction selected (e.g., station-to-station or person-to-person); and (ii) a measured usage charge dependent upon the duration, distance and/or time of day of the call.

3.5. MAXCESS DISCOUNT CALLING PLANS

3.5.1. Maxcess Discount Calling Plans are discount InterLATA Long Distance Telecommunications Services offered to business and residence customers.

3.5.2. A customer may only subscribe to one Maxcess Discount Calling Plan per main billing number at any given time.

3.5.3. Maxcess Easy Savings Plan

A. Maxcess Easy Savings Plan is a discount 1+, 0+ Intrastate InterLATA Long Distance Message Telecommunications Service offered only to residential customers.

B. This Plan provides discounts on Long Distance Message Telecommunications Service calls when the customer exceeds the required toll usage dollar amount. There is no monthly rate nor nonrecurring charge associated with the Maxcess Easy Savings Plan

C. All usage of a multiline subscriber with one billing number is included in the service.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.5. MAXCESS DISCOUNT CALLING PLANS, Continued

3.5.3. Maxcess Easy Savings Plan, Continued

D. The minimum service period for Maxcess Easy Savings Plan is one month.

E. Application of Discount

1. The discounts are provided to the Company's customers only and shall not be used for any purpose for which a payment or other compensation shall be received by the customer from any other person, firm or corporation for such use. Therefore, this plan is not available for resale.
2. Maxcess Easy Savings Plan discount percentages apply to the message toll portion of the call and to the Operator Assisted Services Charges, if applicable.
3. The discount percentages are in addition to the applicable time-of-day discounts.

3.5.4. Maxcess One Easy Price Plan

A. Maxcess One Easy Price Plan is a discount 1+ Intrastate InterLATA Long Distance Message Telecommunications Service offered only to residential customers.

* The Plan may also be marketed as “Maxcess Total Call” or “Maxcess Access”.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.5. MAXCESS DISCOUNT CALLING PLANS, Continued

3.5.4. Maxcess One Easy Price Plan, Continued

- B. This plan offers a flat rate to all existing and new residential customers 24 hours per day, 7 days per week for all direct dial interLATA long distance calls. The plan is available to all existing and new customers. Directory Assistance, operator handled calls, calling card calls, and appropriate surcharges are excluded from this offer.
- C. The minimum service period for Maxcess One Easy Price Plan is one month.

3.5.5. Maxcess Easy Savings Plan for Business

- A. Maxcess Easy Savings Plan for Business is an optional 1+, 0+ InterLATA Long Distance Message Telecommunications Service offered only to business customers.
- B. This Plan provides discounts on Maxcess Long Distance Message Telecommunications Service InterLATA calls. The discounts apply when the customer meets or exceeds the required toll usage dollar amount. There is no monthly rate nor nonrecurring charge associated with the Maxcess Easy Savings Plan for Business.
- C. The minimum service period for Maxcess Easy Savings Plan for Business is one month.
- D. Application of Discounts
 - 1. The discounts are provided to the Company's customer only and shall not be used for any purpose for which a payment or other compensation shall be received by the customer from any other person, firm or corporation for such use. Therefore, this plan is not available for resale.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.5. MAXCESS DISCOUNT CALLING PLANS, Continued

3.5.5. Maxcess Easy Savings Plan for Business, Continued

D. Application of Discounts, Continued

2. Maxcess Easy Savings Plan for Business discount percentages apply to the message toll portion of the call and to the Operator Assisted Services Charges, if applicable.

E. Term Periods

1. A customer may select a Term Period for Maxcess Easy Savings Plan for Business. The Term Periods allow a customer to take advantage of higher discount percentages on their toll usage volumes for a one- or three-year term period.
2. The customer must specify the Term Period at the time the Plan is ordered.
3. During a Term Period, the customer may elect to convert to a new Term Period of the same or different length. Conversion to a new Term Period will be allowed without penalty if the expiration date of the new Term Period is greater than the remainder of the original Term Period.

3.5.6. Maxcess Easy Savings Flat Rate Plan for Business

- A. Maxcess Easy Savings Flat Rate Plan for Business is an optional 1+, 0+ Intrastate InterLATA Long Distance Message Telecommunications Service offered only to business customers.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.5. MAXCESS DISCOUNT CALLING PLANS, Continued

3.5.6. Maxcess Easy Savings Flat Rate Plan for Business, Continued

- B. The plan offers flat rate pricing, 24 hours a day, 7 days a week to business customers. The billing options available are a month-to-month or a 1, 2, or 3-year contract. Calls will be billed in 60 second increments. There is a monthly recurring charge for the Maxcess Easy Savings Flat Rate Plan for Business. There is no nonrecurring charge with this billing option.
- C. The Maxcess Easy Savings Flat Rate Plan for Business applies to the following calls: Customer Dialed Direct Station-to-Station, Customer Dialed Calling Card Station-to-Station, 800/877/888 Toll Free, Operator Assisted Station-to-Station, Operator Assisted Calling Card Station-to-Station, and Operator Assisted Person-to-Person. Directory Assistance, operator handled, and calling card surcharges are excluded from this offer.
- D. The customer must specify the term period at the time the Maxcess Easy Savings Flat Rate Plan for Business is ordered. During a term period, the customer may elect to convert to a new term period of the same or different length, or to another Maxcess Discount Calling Plan. Conversion to a new term plan or another Maxcess Discount Calling Plan will be allowed without penalty if the new term period is greater than the remainder of the original term period.
- E. The minimum service period for Maxcess Easy Savings Flat Rate Plan for Business is one month.

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SECTION 4 –RATES**4.1. TIME PERIODS**

Peak and Off-Peak rates apply as follows:

Rates	Time Applicable		Days Applicable
	From	To But Not Including	
Peak	7:00 a.m.	7:00 p.m.	Monday through Friday
Off-Peak	7:00 p.m. 12:00 a.m.	7:00 a.m. 11:59 p.m.	Monday through Friday, Saturday, Sunday, and Holidays*

* The Off-Peak rates apply all day (12:00 a.m. to 11:59 p.m.) on the following holidays:

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

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SECTION 4 –RATES, Continued

4.2. SERVICE CHARGES

4.2.1. Switched Access Services

A. One Plus Service

	Peak		Off-Peak	
	Initial 30 Seconds (or any fraction thereof)	Each Additional 6 Seconds (or any fraction thereof)	Initial 30 Seconds (or any fraction thereof)	Each Additional 6 Seconds (or any fraction thereof)
All calls	\$0.05	\$0.01	\$0.05	\$0.01

B. 800 Service

	Peak		Off-Peak	
	Initial 30 Seconds (or any fraction thereof)	Each Additional 6 Seconds (or any fraction thereof)	Initial 30 Seconds (or any fraction thereof)	Each Additional 6 Seconds (or any fraction thereof)
All calls	\$0.05	\$0.01	\$0.05	\$0.01

A recurring monthly charge of \$4.95 is billed for each inbound "800" number.

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SECTION 4 –RATES, Continued

4.2. SERVICE CHARGES, Continued

4.2.2. Dedicated Access Services

Dedicated access services are designed for Customers with high traffic volumes, whose traffic volumes justify the additional costs of dedicated access facilities. Customers must experience a minimum of \$3,000.00 of monthly calling to qualify for dedicated access services. Dedicated facilities may be provided by the Customer or through the Company and are billed by the underlying local service provider under its access tariffs.

A. Dedicated Access One Plus Service

Monthly Billing Volume	Peak		Off-Peak	
	1 st Minute (or any fraction thereof)	Each Additional Minute (or any fraction thereof)	1 st Minute (or any fraction thereof)	Each Additional Minute (or any fraction thereof)
\$3,000.00 & over	\$0.09	\$0.09	\$0.06	\$0.06

B. Dedicated Access 800 Service

Monthly Billing Volume	Peak		Off-Peak	
	1 st Minute (or any fraction thereof)	Each Additional Minute (or any fraction thereof)	1 st Minute (or any fraction thereof)	Each Additional Minute (or any fraction thereof)
\$3,000.00 & over	\$0.09	\$0.09	\$0.06	\$0.06

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SECTION 4 –RATES, Continued

4.2. SERVICE CHARGES, Continued

4.2.3. Travel Card Service

	Peak		Off-Peak	
	1 Minute (or any fraction thereof)	Each Additional Minute (or any fraction thereof)	1 Minute (or any fraction thereof)	Each Additional Minute (or any fraction thereof)
All calls	\$0.19	\$0.19	\$0.11	\$0.11

4.2.4. Prepaid Calling Card Service

	Peak		Off-Peak	
	1 Minute (or any fraction thereof)	Each Additional Minute (or any fraction thereof)	1 Minute (or any fraction thereof)	Each Additional Minute (or any fraction thereof)
All calls	\$0.19	\$0.19	\$0.17	\$0.17

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SECTION 4 –RATES, Continued

4.2. SERVICE CHARGES, Continued

4.2.5. Operator Services for Presubscribed Customers

A. Rates

	Peak		Off-Peak	
	1 st Minute (or any fraction thereof)	Each Additional Minute (or any fraction thereof)	1 st Minute (or any fraction thereof)	Each Additional Minute (or any fraction thereof)
All calls	\$0.19	\$0.19	\$0.11	\$0.11

B. Operator Services Surcharges for Non-Presubscribed Customers

The following charges are in addition to the Rate Table preceding when the call is placed using the following operator services:

	Charge Per Call
I. Station	
(i) Customer Dialed Calling Card	\$0.75
(ii) All Other	\$1.50
II. Person	
(i) All calls	\$3.00

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President/Chief Executive Officer
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SECTION 4 –RATES, Continued**4.3. MAXCESS DISCOUNT CALLING PLANS****4.3.1. Maxcess Easy Savings Plan**

Residential customers who subscribe to the Maxcess Easy Savings Plan and have monthly toll usage of at least \$10.00 will receive the following applicable discount percentage on all toll usage billed for the month:

<u>Monthly Toll Volume Usage</u>	<u>Discount</u>
\$ 0 - \$ 9.99	0%
\$10.00 - \$24.99	10%
\$25.00 and Over	25%

No Service Charges will apply.

4.3.2. Maxcess One Easy Price Plan

Residential customers who subscribe to this plan receive a flat rate of \$0.15 per minute, 24 hours per day, 7 days per week for all direct dial interLATA long distance calls.

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SECTION 4 –RATES, Continued**4.3. MAXCESS DISCOUNT CALLING PLANS, Continued**

4.3.3. Maxcess Easy Savings Plan for Business

- A. Rates are specified in Section 4.2.1
- B. Early Termination Charges

In the event the Maxcess Easy Savings Plan for Business is terminated by the business customer prior to completion of the initial Term Period, the customer shall be liable for the Early Termination Charge. The customer shall be required to make the immediate payment of the following applicable amount:

Term Period	Early Termination Charge
One-Year Term	\$150.00
Two-Year Term	\$250.00
Three-Year Term	\$350.00
Multi-Tenant One-Year Term	\$150.00
Multi-Tenant Three-Year Term	\$350.00

C. Volume Discounts

Business customers who subscribe to Maxcess Easy Savings Plan for Business will receive the following discounts on all toll usage billed for the month when their monthly toll usage, including interstate and international calls, exceeds:

Monthly Toll Usage Volume	Month-to-Month Discount	1 –Year Discount	2 – Year Discount	3 – Year Discount	Multi-Tenant 1- Year Discount	Multi-Tenant 3 – Year Discount
\$ 0 – 24.99	0%	10%	15%	20%	30%	40%
\$25.00 – 99.99	10%	15%	20%	25%	30%	40%
\$100.00 – 199.99	15%	20%	25%	30%	30%	40%
\$200.00 and Over	20%	25%	30%	35%	30%	40%

No service charges apply.

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SECTION 4 – RATES, Continued**4.3. MAXCESS DISCOUNT CALLING PLANS, Continued****4.3.4. Maxcess Easy Savings Flat Rate Plan for Business****A. Rates**

	Monthly Rate	Per Minute
Per Minute of Use		
Month-to-Month	\$5.00	\$0.18
1 Year Term	\$5.00	\$0.17
2 Year Term	\$5.00	\$0.16
3 Year Term	\$5.00	\$0.15

B. Early termination charges

In the event the Maxcess Easy Savings Flat Rate Plan for Business is terminated by the customer prior to completion of the term period, the customer will be liable for \$25.00 times the number of months in the term period selected.

4.4. DIRECTORY ASSISTANCE

The Company provides Directory Assistance as an ancillary service exclusively to its customers. Directory Assistance is accessible by dialing “1”, the area code of the desired number and “555-1212”. The customer may request up to two numbers per call to Directory Assistance.

Directory Assistance, per call \$0.85

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SECTION 4 – RATES, Continued

4.5. MISCELLANEOUS CHARGES

4.5.1. Late Payment Charge

Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, and may be subject to additional collection agency fees.

4.5.2. Returned Check Charge

A charge of \$20.00 or five (5) percent of the amount of the check, whichever is greater, will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

4.5.3. Payphone Dial Around Surcharge

All completed intrastate calls accessed via an 800 number to the Company's network will incur a \$0.35 surcharge.

4.6. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Such Rates will be made part of this Tariff.

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SECTION 4 – RATES, Continued

4.7. PROMOTIONS

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be approved by the Commission with specific starting and ending dates, and made part of this Tariff.

4.8. SPECIAL RATES FOR THE HANDICAPPED

4.8.1. Directory Assistance

There shall be no charge for up to fifty (50) calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of fifty (50) within a billing cycle.

4.8.2. Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

4.8.3. Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted to 60 percent off of the otherwise applicable rate for a voice non-relay 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.

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APPENDIX A
CERTIFICATE TRANSFER STATEMENT

Not applicable.

APPENDIX B

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
(Attached)

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

Applicant will not collect deposits nor will it collect payments for service more than one month in advance.

Respectfully submitted this 8th day of SEPTEMBER, 1999.

Maxcess, Inc.

By:



Jim Marchant

President/CEO

Maxcess, Inc.

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Newberry, Florida 32669

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Facsimile: 352.332.2555

APPENDIX C

INTRASTATE NETWORK
(Attached)

INTRASTATE NETWORK

1. and 3.

Applicant does not maintain its own points of presence or transmission facilities.

2. SWITCHES

Applicant does not own or lease any switches at this time:

4. ORIGINATING SERVICE

Applicant's subscribers may originate calls from any dual tone, multi-frequency telephone in the State of Florida.

5. TRAFFIC RESTRICTIONS

Applicant does not hold itself out to provide intraLATA service. Applicant offers resold MTS service. Any incidental intraLATA call would, therefore, be provided over Applicant's underlying carriers' resold MTS facilities, authorized under 25-24.471, Application for Certificate (4)(a) of the Florida Public Service Commission Rules. IntraLATA calls should, however, be routed via the local exchange carrier.

6. CURRENT FLORIDA INTRASTATE SERVICES

Applicant has not previously provided intrastate telecommunications in Florida.

Respectfully submitted this 8th day of SEPTEMBER, 1999.

Maxcess, Inc.

By:



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APPENDIX D

FLORIDA TELEPHONE EXCHANGES
(Attached)

FLORIDA TELEPHONE EXCHANGES

Applicant will provide service from any dual tone, multi-frequency telephone in the State of Florida. (Please see response to **Appendix C**, above.)

Respectfully submitted this 8th day of SEPTEMBER, 1999.

Maxcess, Inc.

By:



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BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

In the Matter of the Application)
of Maxcess, Inc.)
for Original Authority to Provide) No. _____
Interexchange Telecommunications)
Services Within the State of Florida)

MOTION FOR PROTECTIVE ORDER

Maxcess, Inc. ("Applicant"), pursuant to Rule 25-22.006(5)(a) of the Florida Administrative Code hereby moves for a Protective Order from the Florida Public Service Commission. This Motion pertains to confidential financial statements (hereinafter, "Proprietary Documents") submitted with Applicant's Application for Original Authority to Provide Interexchange Telecommunications Services in the above-referenced proceeding.

In support of its motion, Applicant states as follows:

JUSTIFICATION

The material contained within the Proprietary Documents comprise highly confidential financial information that would be of significant benefit to competitors. By reviewing its financial information, competitors could determine the extent of Applicant's operations, which could cause significant and possibly irreparable harm to Applicant.

The information contained within the Proprietary Documents is of no benefit to the general public. Release of the information contained within the Proprietary Documents to competitors or potential competitors could cause irreparable and continuing financial and operational harm to the Applicant. The protection sought herein is consistent with relief granted to other applicant's under similar circumstances in past proceedings.

CONCLUSION

WHEREFORE, Applicant respectfully submits that there is substantial basis for restricting public disclosure of its financial statements, and therefore, requests that the Proprietary Documents be withheld from public inspection.

Respectfully submitted this 8th day of September, 1999.

Maxcess, Inc.

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