



February 15, 2000
Via Overnight Delivery

210 N. Park Ave.
Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

Ms. Blanca Bayo
Director, Division Records and Reporting
Florida Public Service Commission
Division of Communication
2540 Shumard Oak Boulevard
Gerald L. Gunter Building, Room 270
Tallahassee, FL 32399-0850

RECEIVED-FPSC
00 FEB 16 AM 11:49
RECORDS AND REPORTING

**RE: USA Digital, Inc.
Interexchange Carrier Application**

Dear Ms. Bayo:

000196-TI

Enclosed for filing are the original and six (6) copies of the above referenced application of USA Digital, Inc. USA Digital is seeking authority to provide interexchange carrier services in Florida. Also enclosed is a check in the amount of \$250.00 to cover the filing fee.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to my attention in the self-addressed, stamped envelope which has been provided for that purpose.

Questions pertaining to this application or tariff should be directed to my attention at (407) 740-8575.

Sincerely,

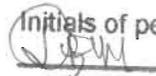

Connie Wightman
Consultant to USA Digital, Inc.

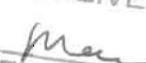
CW/im.

Enclosures

cc: Marc Cobb, President - USA Digital
File: USA Digital - Florida IXC
TMS: FLI0000

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

Initials of person who forwarded check:


RECEIVED & FILED

FPSC-BUREAU OF RECORDS
DOCUMENT NUMBER-DATE
02050 FEB 16 8
FPSC-RECORDS/REPORTING

USA DIGITAL, INC 03-99
P.O. BOX 172574
TAMPA, FL 33672

1146

63-656/631

DATE 2-11-00

PAY TO THE ORDER OF FLORIDA PUBLIC SERVICE COMMISSION \$ 250. ⁰⁰/₁₀₀

TWO HUNDRED FIFTY AND ⁰⁰/₁₀₀ DOLLARS  Security features included. Details on back.

SUNTRUST

SunTrust Bank, Tampa Bay
Hunter's Green Office
Tampa, FL (813) 224-2222

FOR _____

Mallory  MP

⑈001146⑈

**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**

ORIGINAL

000190-TI

Instructions

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have questions about completing the form, contact:

**Florida Public Service Commission
Division of Communications
Bureau of Service Evaluation
2540 Shumard Oak Boulevard
Gunter Building
Tallahassee, Florida 32399-0850
(904) 413-6600**

- E. 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 Administration
2540 Shumard Oak Blvd.
Gunter Building
Tallahassee, Florida 32399-0850
(904) 413-6251**

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

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

2. This is an application for (check one):
- Original Authority** (New company)
 - Approval of transfer** (To another certificated company)
 - Approval of assignment of existing certificate** (To a noncertificated company)
 - Approval for transfer of control** (To another certificated company.)

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

USA Digital, Inc.
100 W. Lucerne Circle, Suite 600
Orlando, FL 32800

Telephone: (813) 230-9100 *(Temporarily until Orlando phone number is made available)*
Facsimile: (813) 653-4604

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

USA Digital, Inc.

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

Street:
P.O. Box:
City, State:
Zip Code:

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

Street: 100 W. Lucerne Circle, Suite 600
P.O. Box:
City, State: Orlando, FL
Zip Code: 32801

7. Structure of organization:

- | | | | |
|-------------------------------------|---------------------|--------------------------|---------------------|
| <input type="checkbox"/> | Individual | <input type="checkbox"/> | Corporation |
| <input checked="" 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 applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.

- (a) Provide proof of compliance with the foreign partnership statute (Chapter 620.169 FS), if applicable.
- (b) Indicate if the individual or any of the partners have previously been:
- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.
 - (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with the company, give reason why not.

9. If incorporated, please give:

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

Corporate charter number: P99000002537

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

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

Fictitious name registration number:

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

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

No officer or director has filed for corporate bankruptcy and no officer or director has been adjudged incompetent or found guilty of any felony or of any crime.

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

No officer, director, partner or stockholder of the Company is an officer, director or stockholder in any other Florida certificated telephone company.

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

(a) The application:

Connie Wightman
Consultant to USA Digital, Inc.
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
Telephone: (407) 740-8575
Facsimile: (407) 740-0613

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

Ken Allen, Vice President of Operations
USA Digital, Inc.
100 W. Lucerne Circle, Suite 600
Orlando, FL 32801
Telephone: (813) 230-9100
Facsimile: (813) 653-4604

(c) Tariff:

Connie Wightman
Consultant to USA Digital, Inc.
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
Telephone: (407) 740-8575
Facsimile: (407) 740-0613

(d) Complaints/Inquiries from customers:

Ken Allen, Vice President of Operations
USA Digital, Inc.
100 W. Lucerne Circle, Suite 600
Orlando, FL 32801
Telephone: (813) 230-9100
Facsimile: (813) 653-4604
Toll Free: (800) 214-5067

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

None

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

None

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

None

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

Not applicable

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

Not applicable

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

None

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

- | | | | |
|-------------------------------------|---|--------------------------|-----------|
| <input type="checkbox"/> | Facilities | <input type="checkbox"/> | Operators |
| <input type="checkbox"/> | Billing and Collection | <input type="checkbox"/> | Sales |
| <input type="checkbox"/> | Maintenance | | |
| <input checked="" type="checkbox"/> | Other: None anticipated at this time | | |

13. Do you have a marketing program?

USA Digital has an in-house marketing department.

14. Will your marketing program:

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

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

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

- | | | | |
|-------------------------------------|-----------------------|-------------------------------------|---------------------------|
| <input checked="" type="checkbox"/> | Residential customers | <input checked="" type="checkbox"/> | Business customers |
| <input type="checkbox"/> | PATS providers | <input type="checkbox"/> | PATS station end-users |
| <input type="checkbox"/> | Hotels & motels | <input type="checkbox"/> | Hotel & motel guests |
| <input type="checkbox"/> | Universities | <input type="checkbox"/> | Univ. dormitory residents |
| <input type="checkbox"/> | Other:(specify) _____ | | |

17. Please provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services, and if not, who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?

USA Digital, Inc. will appear on all customer bills with the company's address and toll free telephone number for customer inquiries and/or complaints.

(b) The name and address of the firm who will bill for your service.

Profitec Billing Services, Inc.
One Barnes Park South
Wallingford, CT 06492

18. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications service in Florida.

A. Financial Capability

USA Digital possesses the financial capability to provide the requested service. The Company's most recent financial statements as of September 30, 1999 are attached from excerpts of the Company's 10QSB Quarterly Report filed with the Securities Exchange Commission. A review of the financial statements demonstrates that the Company possesses the necessary financial capability.

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements for the most recent 3 years, including:

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

See Attachment III.

Further, a **written explanation**, which can include supporting documentation, regarding the following should be provided to show financial capability.

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

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.

If available, the financial statements should be audited financial statements. If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should affirm that the financial statements are true and correct.

- B. Managerial capability.

See Attachment IV.

- C. Technical capability.

As a reseller, Applicant relies on the technical expertise of its underlying carrier for maintenance of the network.

19. Please 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 II.

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

- MTS with distance sensitive per minute rates**
 - Method of access is FGA
 - Method of access is FGB
 - Method of access is FGD
 - Method of access is 800

- MTS with route specific rates per minute**
 - Method of access is FGA
 - Method of access is FGB
 - Method of access is FGD
 - Method of access is 800

- MTS with statewide flat rates per minute (i.e. not distance sensitive)**
 - Method of access is FGA
 - Method of access is FGB
 - Method of access is FGD
 - Method of access is 800

- MTS for pay telephone service providers.**

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

- 800 Service (Toll free)**

- WATS type service (Bulk or volume discount)**
 - Method of access is via dedicated facilities
 - Method of access is via switched facilities

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

Travel service

Method of access is 950

Method of access is 800

900 service

Operator Services

Available to presubscribed customers

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

Available to inmates

Services included are:

Station assistance

Person to person assistance

Directory assistance

Operator verify and interrupt

Conference calling

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

For travel service calls: an 800 access number, plus identification number, plus the destination telephone number.

22. Other:

**** 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:

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 service.

7. 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".**

UTILITY OFFICIAL:



Signature

2-11-00
Date

Marc D. Cobb
~~Vice President & CEO~~

813-236-9100
Telephone

APPENDICES:

- A - CERTIFICATE TRANSFER STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - INTRASTATE NETWORK
- D - FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES

ATTACHMENTS:

- I - AUTHORITY TO OPERATE IN FLORIDA
- II - PROPOSED TARIFF
- III - FINANCIAL STATEMENTS
- IV - MANAGERIAL AND TECHNICAL CAPABILITIES

**** APPENDIX A ****

CERTIFICATE OF TRANSFER STATEMENT

I, (Name of Client Contact, Title), of (Name of Company), and current holder of certificate number _____, have reviewed this application and join in the petitioner's request for a transfer of the above-mention certificate.

Not Applicable

UTILITY OFFICIAL:

Signature

Date

Client Name and Title

Telephone

**** APPENDIX B ****

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

- (X) **The applicant will not collect deposits nor will it collect payments for service more than one month in advance.**
- () **The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)**

UTILITY OFFICIAL:



Signature

2-11-00
Date

**Marc D. Cobb, President & ~~CEO~~
USA Digital, Inc.
100 W. Lucerne Circle, Suite 600
Orlando, FL 32800**

**Telephone: (813) 230-9100
Facsimile: (813) 653-4604**

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

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

Not applicable

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

Not applicable.

UTILITY OFFICIAL:


Signature

2-11-00
Date

**Marc D. Cobb, President ~~& CEO~~
USA Digital, Inc.
100 W. Lucerne Circle, Suite 600
Orlando, FL 32800**

**Telephone: (813) 230-9100
Facsimile: (813) 653-4604**

**** APPENDIX D ****

**FLORIDA TELEPHONE EXCHANGES
AND
EAS ROUTES**

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

**** FLORIDA EAS FOR MAJOR EXCHANGES ****

Extended Service Area with These Exchanges

PENSACOLA:	Cantonment, Gulf Breeze, Pace, Milton Holley-Navarre.
PANAMA CITY:	Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.
TALLAHASSEE:	Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.
GAINESVILLE:	Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.
OCALA:	Belleview, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Iklawaha, Orange Springs, Salt Springs and Silver Springs Shores.
DAYTONA BEACH:	New Smyrna Beach.
TAMPA:	Central None East Plant City North Zephyrhills South Palmetto West Clearwater
CLEARWATER:	St. Petersburg, Tampa-West and Tarpon Springs.

ST. PETERSBURG:	Clearwater.
LAKELAND:	Bartow, Mulberry, Plant City, Polk City and Winter Haven.
ORLANDO:	Apopka, East Orange, Lake Buena Vista, Oviedo, Windermere, Winter Garden, Winter Park, Montverde, Reedy Creet, and Oviedo-Winter Springs.
WINTER PARK:	Apopka, East Orange, Lake Buena Vista, Orlando, Oviedo, Sanford, Windermere, Winter Garden, Oviedo-Winter Springs, Reedy Creek, Geneva and Montverde.
TITUSVILLE:	Cocoa and Cocoa Beach.
COCOA:	Cocoa Beach, Eau Gallie, Melbourne and Titusville.
MELBOURNE:	Cocoa, Cocoa Beach, Eau Gallie and Sebastian.
SARASOTA:	Bradenton, Myakka and Venice.
FT. MYERS:	Cape Coral, Ft. Myers Beach, North Cape Coral, North Ft. Myers, Pine Island, Lehigh Acres and Sanibel-Captiva Islands.
NAPLES:	Marco Island and North Naples.
WEST PALM BEACH:	Boynton Beach and Jupiter.
POMPANO BEACH:	Boca Raton, Coral Springs, Deerfield Beach and Ft. Lauderdale.
FT. LAUDERDALE:	Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.
HOLLYWOOD:	Ft. Lauderdale and North Dade.
NORTH DADE:	Hollywood, Miami and Perrine.
MIAMI:	Homestead, North Dade and Perrine.

USA Digital, Inc. intends to offer service throughout the State of Florida.

ATTACHMENT I

AUTHORITY TO OPERATE IN FLORIDA



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

May 18, 1999

CSC

Qualification documents for USA DIGITAL, INC. doing business in Florida as USA DIGITAL OF NEVADA, INC. were filed on May 18, 1999 and assigned document number F99000002537. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

The certification you requested is enclosed.

A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 487-6091, the Foreign Qualification/Tax Lien Section.

Agnes Lunt
Document Specialist
Division of Corporations

Letter Number: 899A00027536

Account number: 072100000032

Account charged: 78.75

State of Florida



Department of State

I certify from the records of this office that USA DIGITAL, INC. doing business in Florida as USA DIGITAL OF NEVADA, INC., is a corporation organized under the laws of Nevada, authorized to transact business in the State of Florida, qualified on May 18, 1999.

The document number of this corporation is F99000002537.

I further certify that said corporation has paid all fees due this office through December 31, 1999, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

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



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

May 18, 1999

USA DIGITAL, INC.
PO BOX 172574
TAMPA, FL 33672

Subject: USA DIGITAL, INC.

REGISTRATION NUMBER: G99138900343

This will acknowledge the filing of the above fictitious name registration which was registered on May 18, 1999. This registration gives no rights to ownership of the name.

Each fictitious name registration must be renewed every five years between July 1 and December 31 of the expiration year to maintain registration. Three months prior to the expiration date a statement of renewal will be mailed.

IT IS THE RESPONSIBILITY OF THE BUSINESS TO NOTIFY THIS OFFICE IN WRITING IF THEIR MAILING ADDRESS CHANGES. Whenever corresponding please provide assigned Registration Number.

Should you have any questions regarding this matter you may contact our office at (850) 488-9000.

Reinstatement Section
Division of Corporations

Letter No. 999A00027581

Account number: 072100000032 Account charged: 50.00

FD # C-5212-99

MAR 05 1999

IN THE OFFICE OF
John Hill
 JOHN HILL, SECRETARY OF STATE

ARTICLES OF INCORPORATION

OF

USA DIGITAL, INC.

FIRST: The name of this corporation is:

USA DIGITAL, INC.

SECOND: Its principal office in the State of Nevada is located at 502 East John Street, Carson City, Nevada, 89706. The name and address of its resident agent is CSC Services of Nevada, Inc., at the above address.

THIRD: The nature of the business or objects or purposes proposed may be organized under the General Corporation Law of the State of Nevada;

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Nevada.

FOURTH: The total authorized capital stock of the corporation is Fifty Million (50,000,000) shares of common stock having a par value of \$0.001, amounting to \$50,000.00, and Five Million (5,000,000) shares of Class A Preferred stock having a par value of \$0.001, amounting to \$5,000.00, and Five Million (5,000,000) shares of Class B Preferred stock having a par value of \$0.001, amounting to \$5,000.00.

FIFTH: The governing board of this corporation shall be known as directors, and the number of directors may from time to time be increased or decreased in such manner as shall be provided in the by-laws of this corporation, provided that the number of directors shall not be reduced less than one unless there is less than one stockholder.

The name and post office address of the first board of directors, which shall be three in number, is as follows:

NAME	POST OFFICE ADDRESS
Mark D. Cobb	137 Strawberry Junction Lane, Valrico, FL 33594
Donald E. Jarden	1134 Ox Bottom Road, Tallahassee, FL 32312
John J. White Jr.	7769 Apple Tree Circle, Orlando, FL 32819-4682

SIXTH: The capital stock, after the amount of the subscription price, or par value, has been paid in, shall not be subject to assessment to pay the debts of the corporation.

SEVENTH: The name and post office address of the incorporator signing the articles of incorporation is as follows:

NAME	POST OFFICE ADDRESS
Marie Petrie	1013 Centre Road Wilmington, DE 19805

EIGHTH: The corporation is to have perpetual existence.

NINTH: In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized, subject to the by-laws, if any, adopted by the shareholders, to make, alter or amend the by-laws of the corporation.

TENTH: Meetings of stockholders may be held outside of the State of Nevada at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation.

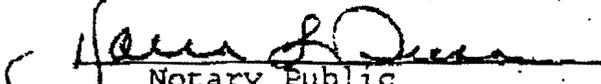
ELEVENTH: This corporation reserves the right to amend, alter, change or repeal any provision contained in the articles of incorporation, in the manner now or hereafter prescribed, and all rights conferred upon stockholders herein are granted subject to this reservation.

I, THE UNDERSIGNED, being the sole incorporator herein before named for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Nevada, do make and file these articles of incorporation, hereby declaring and certifying that the facts herein stated are true, and accordingly have hereunto set my hand this fourth day of March, A.D. 1999.

Marie Petrie
Marie Petrie, Incorporator

STATE OF DELAWARE)
) SS
COUNTY OF NEW CASTLE)

On this fourth day of March, A.D., 1999, before me a Notary Public, personally appeared, Marie Peurie, who severally acknowledged that he/she executed the above instrument.


Notary Public

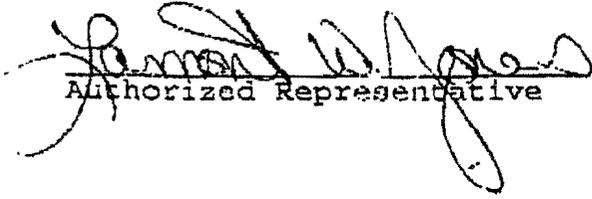
CERTIFICATE OF ACCEPTANCE

OF

APPOINTMENT OF RESIDENT AGENT

I, Lamont W. Jones, Authorized Representative, on behalf of CSC Services of Nevada, Inc. hereby accepts appointment as Resident Agent of the above-named corporation.

March 4, 1999


Authorized Representative

ATTACHMENT II

PROPOSED TARIFF

TITLE SHEET

**INTEREXCHANGE TELECOMMUNICATIONS TARIFF
OF FLORIDA
USA DIGITAL, INC.**

This tariff is filed in accordance with the Florida Public Service Commission. All services contained in this tariff are competitive.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunications services provided by USA Digital, Inc., within the State of Florida. This tariff is on file with the Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business, at 100 W. Lucerne Circle, Suite 600, Orlando, FL 32801.

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CHECK SHEET

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	23	Original
2	Original	24	Original
3	Original	25	Original
4	Original	26	Original
5	Original	27	Original
6	Original	28	Original
7	Original	29	Original
8	Original	30	Original
9	Original	31	Original
10	Original	32	Original
11	Original	33	Original
12	Original	34	Original
13	Original	35	Original
14	Original	36	Original
15	Original	37	Original
16	Original	38	Original
17	Original	39	Original
18	Original	40	Original
19	Original	41	Original
20	Original	42	Original
21	Original	43	Original
22	Original	44	Original
		45	Original

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TABLE OF CONTENTS

Title Page 1

Check Sheet 2

Table of Contents 3

Alphabetical Index 4

Symbols 6

Tariff Format 7

SECTION 1 - Technical Terms and Abbreviations 8

SECTION 2 - Rules and Regulations 11

SECTION 3 - Description of Service 24

SECTION 4 - Rates 34

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ALPHABETICAL INDEX

Advance Payments 14

Busy Line Verification & Interrupt 33

Calculation of Distance 25

Call Timing 26

Cancellation and Restoration of Service 18

Cancellation by the Customer 18

Cost of Collection and Repair 21

Deposits 14

Description of Service 24

Direct Dial Service 30

Directory Assistance 29

Disconnection of Service without Notice 19

Exemptions & Special Rates 35

Holiday Rates 28

Inspection, Testing, and Adjustment 20

Installation 17

Interconnection 17

USA Digital, Inc. Retail Debit Card Service 31

USA Digital, Inc. Message Toll Service 30

Late Fee 34

Liabilities of the Company 12

Limitations 11

Operator Services 32

Pay Telephone Surcharge 34

Payment for Service 17

Rates 34

Rates - Busy Line Verification and Interrupt 42

Rates - Directory Assistance 36

Rates - Exemptions and Special Rates 35

Rates - Direct Dial Service 39

Rates - Operator Services 44

Rates - Toll Free Service 42

Rates - Travel Card Service 43

ISSUED: February 16, 2000

EFFECTIVE:

ISSUED BY: Marc D. Cobb, President
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ALPHABETICAL INDEX, *cont'd.*

Reconnection Charge	34
Refusal, Suspension or Cancellation by the Company	18
Reservation of Toll Free Numbers	21
Restoration of Service	19
Return Check Charges	34
Rules and Regulations	11
Rules Applicable to Operator Services to Aggregator Locations	22
Special Conditions Applicable to Operator Services	23
Symbols	6
Table of Contents	3
Tariff Format	7
Taxes and Fees	14
Technical Terms and Abbreviations	8
Terminal Equipment	16
Telecommunications Relay System	35
Time of Day Rate Periods	27
Toll-Free Service	30
Travel Card Service	31
Undertaking of USA Digital, Inc.	11
Use	12
Volume Commitment	37

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EFFECTIVE:

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SYMBOLS

The following symbols are used for the purposes indicated below:

- * - Indicates new or revised tariff sheet included with this filing.
- D** - Delete or discontinue.
- I** - Increase to a rate.
- M** - Moved from another tariff location.
- N** - New.
- R** - Reduction to a rate.
- T** - Change in text but no change in rate or regulation.

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TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. 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 appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Florida Public Service Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Florida Public Service Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff in effect. Consult the Check Sheet for the sheet currently in effect.

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

- 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 Florida Public Service 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 pages 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 page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the Florida Public Service Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - A local channel for voice, data, or video communications which connects the Customer location to a location of the Company or its underlying carrier.

Account - The Customer who has agreed, orally or in writing, to honor the terms of service established by the Company. An Account may have more than one service billed to the same Customer address. An Account may include multiple locations for the same Customer.

Aggregator - Any person or other legal entity that may be a Customer and, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for telephone calls using a provider of operator services.

Business Customer - For the purpose of this tariff, a Business Customer is a Customer of the Company whose primary use of the Company's service is for business purposes. A Business Customer is also a Customer who accesses the Company's service using an access line that has been assigned a business class of service by the local service provider.

Collect Call - A billing arrangement by which the charges for a call may be billed to the called party, provided the called party agrees to accept the charges.

Commission - The Florida Public Service Commission.

Company - USA Digital, Inc., unless stated otherwise.

Company's Point of Presence - Location of the serving central office associated with access to the Company's or its underlying carrier's network.

Consumer - A person who is not a Customer who initiates any telephone calls using operator services.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, *cont'd.*

Customer - Any person, firm, partnership, corporation or other entity which subscribes to or uses service under the terms and conditions of this tariff. The Customer is responsible for the payment of charges for service offered by the Company which are subscribed to or used by the Customer. The Customer is also responsible for payment of charges for a third person's use of service to which the Customer subscribes.

Customer Dialed Calling Card - A service whereby the Customer dials all of the digits necessary to route and bill the call to a valid non-USA Digital, Inc. calling card or credit card.

Debit Account - An account which consist of a prepaid usage balance depleted on a real time basis during each debit service call.

Equal Access - The ability of the Company to serve Customers on a presubscribed basis rather than through the use of dial access codes.

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 for time in excess of the Initial Period.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, *cont'd.*

LATA - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 82-0192.

LEC - Local Exchange Company

Operator Station Call - A service whereby the Customer places a non-Person to Person call with the assistance of an operator (live or automated.)

Person to Person Call - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Premises - The physical space designated by the Customer for the termination of the Company's service.

Residential Customer - For the purpose of this tariff, a Residential Customer is a Customer of the Company whose primary use of the Company's service is for personal use in a house, apartment or other residential dwelling unit. A Residential Customer is also a Customer who accesses the Company's service using an access line that has not been assigned a business class of service by the local service provider.

Switched Access - A method for reaching the Company through the local service provider's switched network whereby the Customer uses standard business or residential local lines.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

Travel Card - A proprietary calling card offered by USA Digital, Inc. which is accessed by dialing a Company-provided access number.

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of USA Digital, Inc.**

- 2.1.1** The Company offers intrastate telecommunications service in conjunction with interstate service.
- 2.1.2** USA Digital, Inc. installs, operates, and maintains the communications services provided hereunder in accordance with the terms and conditions set forth under this tariff. USA Digital, Inc. may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer. The Company's services are provided on a monthly basis, unless ordered on a longer term basis, and are available twenty-four hours per day.
- 2.1.3** No charges apply to incomplete calls.

2.2 Limitations

- 2.2.1** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3** 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.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.2 Limitations, *cont'd.*

2.2.4 All facilities provided under this tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.5 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.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of the Company

2.4.1 The Company liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage) , for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.4 Liabilities of Company, *cont'd.*

2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, tradename, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

2.4.4 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.***2.5 Deposits**

The Company does not require a deposit from the Customer.

2.6 Advance Payments

For Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

2.7 Taxes and Fees

2.7.1 State and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.

2.7.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.***2.7 Taxes and Fees, *cont'd.*****2.7.3 Pay Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate that originate from any domestic pay telephone used to access the Company's services for which the pay telephone operator is not other compensated, including calls that originate by dialing 1+800 or 888+NXX+XXXX; 1+950+XXXX; NPA-NXXX; or 0+. The Pay Telephone Surcharge, which is in addition to standard tariffed usage any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.***2.8 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.***2.9 Installation**

Service is installed upon mutual agreement between the Customer and the Company.

2.10 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be according to the rules and regulations of the billing agent and subject to the rules of regulatory agencies, such as the Florida Public Service Commission. Any objections to billed charges must be reported to the Company or its billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.11 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates, and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.***2.12 Cancellation and Restoration of Service**

Service continues to be provided until canceled by the Customer or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff.

2.12.1 Cancellation by the Customer

The Customer may have service discontinued upon written or verbal notice to the Company. The Customer shall pay the Company for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

2.12.2 Refusal, Suspension or Cancellation by the Company

- A.** The Company may disconnect service to any Customer after five (5) days written notice for any reason stated below:
1. For failure of the Customer to pay a bill for service when due;
 2. For failure of the Customer to meet the Company's deposit and credit requirements;
 3. For failure of the Customer to make proper application for service;
 4. For the Customer's violation of any of the utility's rules on file with the Commission;
 5. For failure of the Customer to provide the utility reasonable access to its equipment and property;
 6. For failure of the Customer to furnish such service, equipment and/or rights-of-way necessary to service said Customer as shall have been specified by the Company as a condition of obtaining service; or

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.12 Cancellation and Restoration of Service, *cont'd.*

2.12.2 Refusal, Suspension or Cancellation by the Company, *cont'd.*

A. *cont'd.*

7. When necessary for the utility to comply with any order or request or any governmental authority having jurisdiction.

B. Disconnection of Service without Notice

Without notice, the Company may disconnect service to any Customer for any reason stated below:

1. In the event of tampering with the Company's equipment
2. 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;
3. In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

2.12.3 Restoration of Service

If service has been discontinued for a valid cause by the Company as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.***2.13 Inspection, Testing, and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.***2.14 Cost of Collection and Repair**

The Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. Customer is responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.15 Reservation of Toll Free "800/888" Numbers

The Company will make every effort to reserve Toll Free "800/888" vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.***2.19 Rules Applicable to Operator Services Provided to Aggregator Locations**

2.19.1 Subscribers who provide service to the transient public (aggregators) must place a notice on or near each instrument that provides transient access to the Company's operator services. The notice will be provided by the Company unless contractual agreement transfers the requirement to the call aggregator (as is frequently the case for LEC-provided public or semi-public service.) In all cases the notice will include the following information, customized for the individual installation:

- (A) InterLATA operator service is provided by USA Digital, Inc.
- (B) Per Call Service Charges: [as per product description and rate described elsewhere in this tariff]
- (C) Calls may be billed to most telephone company calling cards or to major credit cards such as MasterCard or American Express.
- (D) Please consult the local telephone company directory or local telephone company operator for intraLATA dialing instructions and rates.
- (E) To place an interLATA call dial [access code where applicable] + 0 + area code + interLATA telephone number.
- (F) The establishment surcharge for Local Calls is: \$X.XX/X% (to be billed by establishment).
- (G) The establishment surcharge for Long Distance Calls is: \$X.XX/X% (to be billed by establishment).
- (H) The Company's interLATA rates may be obtained by dialing [the toll free number provided by USA Digital, Inc.

When the premises equipment functions differently than stated above, the tent card or sticker will be modified to reflect the actual dialing pattern.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.***2.20 Special Conditions Applicable to Operator Services**

2.20.2 Any applicable surcharges billed at check out time by a hotel/motel Subscriber for local or long distance calls must also be stated on the tent card. Subscriber surcharges will not be billed on telephone bills by USA Digital, Inc.

2.20.3 So long as Florida Rules require, IntraLATA "0+" calls and all "0-" (zero minus) calls will be routed to the local exchange carrier. Where the capability exists, the local exchange carrier will route 0- interLATA calls to the presubscribed carrier of the access line. In all other cases the local carrier will route 0- interLATA calls as determined by applicable state and federal laws.

2.20.4 Calls handled and billed by USA Digital, Inc. will be audibly and distinctly branded "USA Digital, Inc." at the beginning and end of the operator treatment portion of the call and prior to the commencement of billing. Callers may disconnect from the call after the brand and prior to connection without incurring any call charges.

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SECTION 3 - DESCRIPTION OF SERVICE**3.1 General**

The Company provides intrastate, interexchange switched and dedicated telecommunications services between locations in Florida.

Customers can expect a call completion rate of not less than 90% during peak use periods for Feature Group D 1+ dialing. The call completion rate is calculated as the number of calls 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.

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SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.***3.2 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between the Rate Centers associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the Rate Centers as defined by BellCore (Bell Communications Research), in the following manner:

- Step 1 -** Obtain the "V" and "H" coordinates for the Rate Center of the originating and the destination points.
- Step 2 -** Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the difference between the "H" coordinates.
- Step 3 -** Square the differences obtained in Step 2.
- Step 4 -** Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 -** Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 -** Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating points of the call.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.*

3.3 Call Timing

- 3.3.1** Long distance usage charges are based on the actual usage of the Company's network. Chargeable time begins when the calling and the called station are connected. Call timing is determined using industry standard methods of answer supervision, including hardware and software answer detection.
- 3.3.2** Chargeable time ends when the calling service point terminates, thereby releasing the network connection.
- 3.3.3** Unless otherwise specified in this tariff, usage is measured in one (1) minute increments for billing purposes. Partial usage will be rounded up to the next highest whole minute. All calls are rounded to the next highest billing increment. Any partial cents per call will be rounded up to the next highest cent.
- 3.3.4** Unless flat rated, usage charges are determined by the time of day rate periods and minutes of use within each rate period. The rate period is determined by the time and day of call originating at the Customer's Location.
- 3.3.5** No charges apply to unanswered calls.

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SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.***3.4 Time-Of-Day Rate Periods, *cont'd.*****Holiday Rates**

Calls on the following Company-recognized Holidays are rated at the Evening Rate Period or Off-Peak Rate Period rate unless a lower rate would normally apply.

New Year's Day** Labor Day Christmas Day**
Independence Day** Thanksgiving Day Memorial Day*

* - Applies to Federally observed day only.

** - When this holiday falls on Sunday, the Holiday rate applies on the following Monday. When this holiday falls on a Saturday, the Holiday rate applies to calls placed on the preceding Friday.

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SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.***3.5 Directory Assistance**

A Directory Assistance charge applies per intrastate directory assistance calls made from points within the State of Florida. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the operator is able to supply the requested number. Discounts are not applicable to Directory Assistance Charges. Directory Assistance Charges are not included in usage commitments or computed in any discount calculations.

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SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.***3.6 Direct Dial Service**

Direct Dial Service is offered to business and residential customers for both inbound and outbound, intraLATA and interLATA, calling over standard switched lines. Calls are billed in six (6) second increments after an initial minimum call duration of six (6) seconds. The applicable rates are not time of day sensitive and apply 24 hours per day, 7 days a week.

Volume and term discounts are offered and rates vary based on whether the Customer is served by on-net or off-net facilities.

3.8 Toll Free (i.e. 800/888) Service

Toll-Free Service is an offering that allows the calling party to charge each call to the called party without operator assistance. By the use of specially assigned prefixes, such as 800 or 888, the charge for each call is automatically billed to the Customer.

Calls are billed in six (6) second increments after an initial minimum call duration of six (6) seconds. The applicable rates are not time of day sensitive and apply 24 hours per day, 7 days a week.

Volume and term discounts are offered and rates vary based on whether the Customer is served by on-net or off-net facilities.

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SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.***3.8 Travel Card Service**

Travel Card service is a travel service allowing Customers to originate calls via a Company-provided toll free number from non-presubscribed access lines. Customers may terminate calls in all cities within the state of Florida. Calls are billed in one (1) minute increments after an initial minimum call duration of one minute.

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SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.***3.9 Operator Services**

The use of the Company's Operator Services allows Customer to select from the special call handling or billing arrangements specified below. Call, rates, charges, and applicable service charges will be assessed to the call originator, the called party's telephone number or a third party's telephone number based upon the call type (i.e., operator dialed, collect, third party billed, or Customer dialed credit card billed, without the use of an operator's assistance) initiated by the call originator and the appropriate acknowledgment of other parties, where applicable. The following type of billing is available:

3.9.1 Customer Dialed Calling/Credit Card

This is a service whereby the end user dials all of the digits necessary to route and bill the call without any operator assistance. Such calls may be billed either to a telephone company issued calling card or a commercial credit card.

3.9.2 Operator Station

This is a service whereby the caller places a non-person-to-person call with the assistance of an operator (live or automated). When placing an operator station call, the caller is connected to a non-specified individual at the terminating end. Such calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.

3.9.3 Person-to-Person

This is a service whereby the person originating the call specifies to USA Digital, Inc.'s operator a particular person to be reached, or a particular person, station, room number, department, or office to be reached through a PBX attendant. Person-to-person calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.

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SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.***3.10 Busy Line Verification and Interrupt**

Busy Line Verification and Interrupt services are offered in areas where the service may be obtained from the local exchange carrier.

With Busy Line Verification (BLV), the USA Digital, Inc. operator will contact the LEC operator to determine if the called number or line is in use. Only one BLV will be made per telephone call and an associated charge will apply whether or not conversation was detected on the line. The operator will not complete the call for the Customer initiating the verification request.

Busy Line Interrupt (BLI) allows the USA Digital, Inc. operator to contact a LEC operator to interrupt a telephone conversation in progress, upon the caller's request and after a Busy Line Verification occurs. Upon the caller's request, the USA Digital, Inc. operator will contact the LEC operator, who will interrupt the busy line and inform the called party that there is a call waiting from the caller. The LEC operator will not complete the call, but will only inform the called party of the request. If the call is released the USA Digital, Inc. operator will offer to complete the call for the Customer initiating the interrupt request. An applicable service charge and applicable per minute charges will apply to the completed call. Only one BLI attempt will be made per telephone call and a charge will apply whether or not the called party releases the line.

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SECTION 4 - RATES**4.1 General**

Each Customer is charged individually for each call placed through the Company. Customers are billed based on their use of the Company's long distance service.

4.1.1 Late Fee

A late fee of 1.5% monthly will be charged on any past due balances beginning 30 days from the mailing date of the bill.

4.1.2 Return Check Charges

A fee of \$15.00, or five percent of the amount of the check, whichever is greater, will be charged for each check returned for insufficient funds.

4.1.3 Reconnection Charge

A reconnection fee of \$25.00 per occurrence is charged when service is re-established for Customers who have been disconnected for nonpayment.

4.1.4 Pay Telephone Surcharge

Per Call	\$0.35
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SECTION 4 - RATES, *cont'd.***4.2 Exemptions and Special Rates****4.2.1 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device 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, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

- A. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.
- B. The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either party is both hearing and visually impaired, the call shall be discounted at 60% of the applicable rate.

4.2.2 Telecommunications Relay System

TDD users may communicate with non-TDD users through the statewide Telecommunications Relay System (TRS). Customers who access the TRS system are eligible for discounts as specified in Section 4.2.1B above.

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SECTION 4 - RATES, *cont'd.***4.3 Directory Assistance**

A Directory Assistance charge applies per intrastate directory assistance calls made from points within the State of Florida. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the operator is able to supply the requested number. The first 50 Directory Assistance calls per cycle are provided at no charge from residential lines serving individuals with disabilities whose disabilities prevent or hinder the use of a telephone directory. The Customer must notify the Company and submit proof of the disability to qualify for this exemption.

Per call to directory assistance: \$1.40

Per call completion: \$0.35

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SECTION 4 - RATES, *cont'd.***4.4 Termination Liability**

When the Customer terminates service under this plan prior to the expiration of the Customer's selected term commitment, a termination charge will be assessed. The termination charge is calculated by multiplying 35 percent (35%) of the Customer's Minimum Usage Guarantee multiplied times the number of months remaining in the term. The early termination penalty will apply when the Customer disconnects their entire Account or when the Customer renegotiates a shorter term. The early termination charge will not apply when the Customer's physical location changes, but the term plan is continued at the new location. The early termination charge will not apply when the Customer selects the term plan for higher commitment level and/or longer term.

4.5 Volume Commitment

All intrastate, interstate and international usage charges and applicable surcharges billed to the Customer contribute towards meeting the monthly volume commitment. In addition, feature charges, directory assistance charges, operator usage and surcharges, and monthly recurring charges are contributory to the volume commitment. Taxes, presubscribed line charges, carrier universal service charges, pay telephone use charges and other similar fees are not contributory. When the Customer's billing falls below the volume commitment in any billing period, a shortfall charge will be applied which is equal to the difference between the volume commitment and the actual contributory billing for that billing period..

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SECTION 4 - RATES, cont'd.**4.6 Direct Dial Service****4.6.1 IntraLATA****A. On-Net**

On-Net	Term Plan Commitment			
	Month-to Month	1 Year	2 Year	3 Year
\$0	\$0.0950	\$0.0903	\$0.0857	\$0.0815
\$500	\$0.0925	\$0.0879	\$0.0835	\$0.0793
\$501 - \$1000	\$0.0900	\$0.0855	\$0.0812	\$0.0772
\$1001-\$2000	\$0.0850	\$0.0808	\$0.0767	\$0.0729
\$2001 +	\$0.0800	\$0.0760	\$0.0722	\$0.0686

B. Off-Net

Off-Net	Term Plan Commitment			
	Month-to Month	1 Year	2 Year	3 Year
\$0	\$0.1000	\$0.0950	\$0.0903	\$0.0857
\$500	\$0.0950	\$0.0903	\$0.0857	\$0.0815
\$501 - \$1000	\$0.0925	\$0.0879	\$0.0835	\$0.0793
\$1001 +	\$0.0900	\$0.0855	\$0.0812	\$0.0772

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SECTION 4 - RATES, cont'd.**4.6 Direct Dial Service, cont'd.****4.6.2 InterLATA****A. On-Net**

On-Net	Term Plan Commitment			
	Month-to Month	1 Year	2 Year	3 Year
\$0	\$0.0900	\$0.0855	\$0.0812	\$0.0772
\$500	\$0.0875	\$0.0831	\$0.0790	\$0.0750
\$501 - \$1000	\$0.0850	\$0.0808	\$0.0767	\$0.0729
\$1001-\$2000	\$0.0825	\$0.0784	\$0.0745	\$0.0707
\$2001 +	\$0.0750	\$0.0713	\$0.0677	\$0.0643

B. Off-Net

Off-Net	Term Plan Commitment			
	Month-to Month	1 Year	2 Year	3 Year
\$0	\$0.1050	\$0.0998	\$0.0948	\$0.0900
\$500	\$0.1025	\$0.0974	\$0.0925	\$0.0879
\$501 - \$1000	\$0.1000	\$0.0950	\$0.0903	\$0.0857
\$1001 +	\$0.0950	\$0.0903	\$0.0857	\$0.0815

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SECTION 4 - RATES, cont'd.**4.7 USA Digital, Inc. Toll Free (i.e. 800/888) Service****4.7.1 On-Net**

On-Net	Term Plan Commitment			
	Month-to Month	1 Year	2 Year	3 Year
\$0	\$0.0900	\$0.0855	\$0.0812	\$0.0772
\$1 - \$500	\$0.0875	\$0.0831	\$0.0790	\$0.0750
\$501 - \$1000	\$0.0850	\$0.0808	\$0.0767	\$0.0729
\$1001-\$2000	\$0.0825	\$0.0784	\$0.0745	\$0.0707
\$2001 +	\$0.0750	\$0.0713	\$0.0677	\$0.0643

4.7.2 Off-Net

Off-Net	Term Plan Commitment			
	Month-to Month	1 Year	2 Year	3 Year
\$0	\$0.1150	\$0.1093	\$0.1038	\$0.0986
\$1 - \$500	\$0.1100	\$0.1045	\$0.0993	\$0.0943
\$501 - \$1000	\$0.1050	\$0.0998	\$0.0948	\$0.0900
\$1001 +	\$0.1000	\$0.0950	\$0.0903	\$0.0857

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SECTION 4 - RATES, *cont'd.***4.8 USA Digital, Inc. Travel Card Service****4.8.1 Per Minute Rate**

Per Minute Rate			
Month- to Month	1 Year	2 Year	3 Year
\$0.12	\$0.11	\$0.11	\$0.10

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SECTION 4 - RATES, *cont'd.***4.9 Operator Services****4.9.1 InterLATA**

Per Minute Rate:	\$0.1900
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4.9.2 IntraLATA

Per Minute Rate:	\$0.1900
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4.9.3 Service Charge

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

	<u>Per Call</u>
Customer Dialed Calling Card	\$0.75
Operator Dialed Calling Card	\$1.25
Operator Dialed Terminating Number	\$0.60
Operator Station	
Collect	\$1.25
Third Party Billed	\$1.25
Person to Person	\$2.95

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SECTION 4 - RATES, *cont'd.*

4.10 Busy Line Verification and Interrupt

Busy Line Verification, per request	\$0.35
Busy Line Interrupt, per request	\$0.45

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