



ORIGINAL

210 N. Park Ave.
Winter Park, FL
32789

March 13, 2000
Overnight

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

Blanca Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0870

000318-TI

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

RE: Initial Application and Tariff for Authority to Provide Interexchange Telecommunications Services within the State of Florida.
Hotel Connect Management, Inc.

Dear Ms. Bayo:

Enclosed for filing are the original and six (6) copies of the above-referenced application of Hotel Connect Management, Inc. Also enclosed is a \$250 check to cover the filing fee.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope.

I may be reached at (407) 740-8575 with any questions, comments or correspondence regarding this application. Thank you for your assistance.

Sincerely,

Monique Byrnes
Consultant to
Hotel Connect Management, Inc.

MB/sp

cc: L. Trudell, Hotel Connect
file: Hotel Connect - FL
tms: flo0000

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

Initial of person who forwarded check:

DOCUMENT NUMBER-DATE

03240 MAR 14 8

FPSC-RECORDS/REPORTING

FLORIDA PUBLIC SERVICE COMMISSION
DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION

000318-TI

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

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**

03240 MAR 14 8

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 $\sqrt{\quad}$ (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:

Hotel Connect Management, Inc.

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

Not applicable

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

Hotel Connect Management, Inc.
Street: **9050 Marshall Court**
City, State: **Westminster, Colorado 80031**
Zip Code: **80031**

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

Not applicable

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.

Not applicable

(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: **F99000004888**

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

**NRAI Services, Inc.
526 E. Park Avenue
Tallahassee, FL 32301**

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

Not 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, director or stockholder of the Company has been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime. No officer, director or stockholder of the Company are involved in proceedings which may result in such action.

- (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.

Larry Trudell, Chief Operating Officer, was previously President of ComTel Computer Corp., a Florida registered company providing operator services and toll resale services. Assets of ComTel Computer Corp. were sold to Hotel Connect Management, Inc. Mr. Trudell joined Hotel Connect Management, Inc. as a result of that transaction.

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

(a) The application:

Monique Byrnes
Consultant to Hotel Connect Management, 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:

Larry Trudell, Chief Operating Officer
Hotel Connect Management, Inc.
9050 Marshall Court
Westminster, Colorado 80031
Telephone: (303) 430-9200
Facsimile: (303) 430-0497

(c) Tariff:

Monique Byrnes
Consultant to Hotel Connect Management, Inc.
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
Telephone: (407) 740-8575
Facsimilie: (407) 740-0613

(d) Complaints/Inquiries from customers:

Richard Hein
Hotel Connect Management, Inc.
9050 Marshall Court
Westminster, Colorado 80031
Telephone: (800) 999-4199

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

Arkansas, California, Colorado, Delaware, Idaho, Indiana, Iowa, Kansas, Kentucky, Michigan, Missouri, Nevada, New Jersey, North Carolina, North Dakota, Oregon, Rhode Island, Tennessee, Texas, Utah, Virginia, Wisconsin and Wyoming.

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

Georgia, Illinois, Massachusetts, New York, Ohio, Oklahoma, Pennsylvania, and South Carolina.

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

Arkansas, California, Colorado, Delaware, Idaho, Indiana, Iowa, Kansas, Kentucky, Michigan, Missouri, Nevada, New Jersey, North Carolina, North Dakota, Oregon, Rhode Island, Tennessee, Texas, Wisconsin and Wyoming.

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

None

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

None

(f) Has been involved in civil court proceedings with an interexchange carrier, local exchange 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?

Yes

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.).

The company offers commission to aggregator locations selecting it as the carrier of choice.

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 checked="" type="checkbox"/> Hotels & motels | <input checked="" type="checkbox"/> Hotel & motel guests |
| <input type="checkbox"/> Universities | <input type="checkbox"/> Univ. dormitory residents |
| <input checked="" type="checkbox"/> Other:(specify) <u>Anyone who uses the Company's services</u> | |

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?

Yes, the Company's name will appear on customer bills.

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

For Operator Services billing:

**Billing Concepts, Inc. d/b/a Zero Plus Dialing
7411 John Smith Drive, Suite 200
San Antonio, Texas 78229-4898**

The Company bills direct for direct dial calls.

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

A. 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 direct dial calls: 1 + destination number

For 800 calls: 1+ subscriber's toll free telephone number

For travel service calls: a toll free 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.

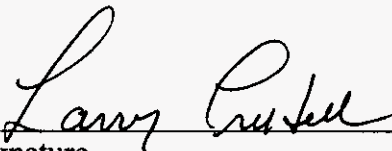
5. RECEIPT AND UNDERSTANDING OF RULES:

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

10-19-99
Date

**Larry Trudell, Chief Operating Officer
9050 Marshall Court
Westminster, Colorado 80031
Telephone: (303) 430-9200
Facsimile: (303) 430-0497**

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, _____, of Hotel Connect Management, Inc., 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

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):

- 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

10-19-99
Date

**Larry Trudell, Chief Operating Officer
9050 Marshall Court
Westminster, Colorado 80031
Telephone: (303) 430-9200
Facsimile: (303) 430-0497**

INTRASTATE NETWORK

1. POP: Addresses where located, and indicate if owned or leased.

- 1) **None.**
- 2)
- 3)
- 4)

2. SWITCHES: Address where located, by type of switch and indicate if owned or leased.

- 1) **None.**
- 2)
- 3)
- 4)

3. TRANSMISSION FACILITIES: POP-to-POP facilities by type of facilities (microwave, fiber copper, satellite, etc.) and indicate if owned or leased.

POP-to-POP	TYPE	OWNERSHIP
-------------------	-------------	------------------

- 1) **None.**
- 2)
- 3)

4. ORIGINATING SERVICE: Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate. (Appendix D)

Statewide

5. TRAFFIC RESTRICTIONS: Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471 (4)(a) (copy enclosed).

Not applicable

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:

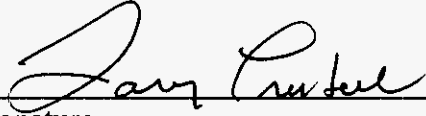
(a) What services have been provided and when did these service begin?

Not applicable

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

Not applicable.

UTILITY OFFICIAL:


Signature

10-19-99
Date

**Larry Trudell, Chief Operating Officer
9050 Marshall Court
Westminster, Colorado 80031
Telephone: (303) 430-9200
Facsimile: (303) 430-0497**

**** 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.

Hotel Connect Management, 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

September 22, 1999

MARLANE TWIFORD
9050 MARSHALL COURT
WESTMINSTER, CO 80031

Qualification documents for HOTEL CONNECT MANAGEMENT, INC. were filed on September 15, 1999 and assigned document number F99000004888. 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.

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: 399A00046518

ATTACHMENT II

PROPOSED TARIFF

TITLE SHEET

HOTEL CONNECT MANAGEMENT, INC.

TARIFF NO. 1

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Hotel Connect Management, Inc. with principal offices located at 9050 Marshall Court, Westminster, Colorado 80031. This tariff is on file with the Florida Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

ISSUED: March 14, 2000

EFFECTIVE:

ISSUED BY:

Larry Trudell, Chief Operating Officer
Hotel Connect Management, Inc.
9050 Marshall Court
Westminster, Colorado 80031

fl00000

CHECK SHEET

The Title Sheet and sheets listed below are inclusive and effective as of the date shown. Original and revised sheets as named below contain all changes from the original tariff that are in effect on the date shown on each sheet.

Sheet	Revision	Sheet	Revision
Title	Original *	26	Original *
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 *	38	Original *
13	Original *	39	Original *
14	Original *	40	Original *
15	Original *	41	Original *
16	Original *	42	Original *
17	Original *	43	Original *
18	Original *	44	Original *
19	Original *		
20	Original *		
21	Original *		
22	Original *		
23	Original *		
24	Original *		
25	Original *		

*Indicates those sheets included with this filing.

ISSUED: March 14, 2000

EFFECTIVE:

ISSUED BY:

Larry Trudell, Chief Operating Officer
Hotel Connect Management, Inc.
9050 Marshall Court
Westminster, Colorado 80031

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ISSUED: March 14, 2000

EFFECTIVE:

ISSUED BY:

Larry Trudell, Chief Operating Officer
Hotel Connect Management, Inc.
9050 Marshall Court
Westminster, Colorado 80031

fl00000

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ISSUED: March 14, 2000

EFFECTIVE:

ISSUED BY:

Larry Trudell, Chief Operating Officer
Hotel Connect Management, Inc.
9050 Marshall Court
Westminster, Colorado 80031

SYMBOLS

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

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

ISSUED: March 14, 2000

EFFECTIVE:

ISSUED BY:

Larry Trudell, Chief Operating Officer
Hotel Connect Management, Inc.
9050 Marshall Court
Westminster, Colorado 80031

fl00000

TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. When a new sheet is added between existing sheets with whole numbers, a decimal is added. For example, a new sheet added between Sheet 34 and Sheet 35 would be Sheet 34.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 34 cancels 3rd Revised Sheet 34.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

ISSUED: March 14, 2000

EFFECTIVE:

ISSUED BY:

Larry Trudell, Chief Operating Officer
Hotel Connect Management, Inc.
9050 Marshall Court
Westminster, Colorado 80031

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SECTION 1 — TECHNICAL TERMS AND ABBREVIATIONS**1.1 Definitions**

Aggregator - A person, firm, corporation, or other legal entity which contracts with the Company for installation of the Company's services. Aggregators make available the Company's services for use by guests, patrons, visitors or other transient third parties at the Aggregator's location. The Aggregator is also responsible for compliance with the terms and conditions of this tariff.

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

Authorization Code - A numerical code, one or more of which are assigned to a customer to enable Reseller to identify use of service on his account and to bill the customer accordingly for such service. Multiple authorization codes may be assigned to a customer to identify individual users or groups of users on his account.

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Automatic Dialing Device - A device provided by the carrier which, when attached to customer's telephone equipment, dials the carrier's facilities, emits an authorization code, and forwards the number which the customer is calling to the carrier's facilities.

Available Usage Balance - The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account has an Initial Account Balance which is stated either in U.S. dollars or Call Units, depending upon the type of service. The Available Balance is depleted as services provided by the Company are utilized by the Customer.

Calling Card Call - A call billed to a card number issued by a Local Exchange Company.

Carrier/Company - Hotel Connect Management, Inc. unless otherwise specified or clearly indicated by the context.

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SECTION 1 — TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**1.1 Definitions, (Cont'd.)**

Collect Call - A billing arrangement whereby the charge for a call may be charged to the called party, provided the called party accepts the charge.

Completed Calls - Completed calls are answered calls on the distance end. Appropriate one minute credits will be issued for incomplete calls billed to a customer when brought to the Company's attention by the customer. These one minute credits do not apply to calls terminating in an answering device.

Credit Card Call - A call billed to a major credit or charge card such as Visa, MasterCard or American Express.

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

Day Rate Period - 8:00 a.m. to 4:59 p.m. Monday through Friday.

Debit Account - An account which consists of a pre-paid usage balance depleted on a real-time basis during each Debit Service call.

Debit Card - A card issued by the Company which provides the Customer with a Personal Identification Number and instructions for accessing the Carrier's network.

Debit Service Call - A service accessed via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company issued Debit Account.

Depletion - Real time reductions in the Available Usage Balance, based on usage of the customer Debit Account.

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SECTION 1 — TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.1 Definitions, (Cont'd.)

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

Evening Rate Period - 5:00 p.m. to 10:59 p.m. Sunday through Friday.

Hotel Connect - Used to refer to Hotel Connect Management, Inc. unless otherwise specified or clearly indicated by the context.

Initial Usage Balance - The amount of usage on a Debit Account upon issuance and before any depleting call activity.

Marks - A collective term to mean such items as trademarks, service marks, trade names and logos; copyrighted words, artwork, designs, pictures or images; or any other device or merchandise to which legal rights or ownership are held or reserved by an entity.

Measured Use Service - The provision of long distance measured time communications telephone service to customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier by the customer or otherwise provided at its own expense (the customer is responsible for arranging for the access line)

Night/Weekend Rate Period - 11:00 p.m. to 7:59 a.m.; 8:00 a.m. to 10:59 p.m. Saturday; and 8:00 a.m. to 4:59 p.m. Sunday.

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

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SECTION 1 — TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.1 Definitions, (Cont'd.)

Personal Identification Number (PIN) - See Authorization Code.

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

Renewal - A method of replenishing a Debit Account's Available Usage Balance with additional minutes of usage as authorized and paid for by the Customer.

Sponsor - A corporation or other legal entity that exclusively permits the use of its Marks to the company for use with telephone cards or other merchandise, and contracts with the company for the marketing of the services described herein.

Subscriber - The person, firm, partnership, corporation or other entity who owns, leases or manages the pay telephone, PBX or other switch vehicle from which and end user places a call utilizing the services of the Company.

Terminal Equipment - All telephone instruments, large and small key PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

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

V&H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

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SECTION 1 — TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.2 Abbreviations

LATA - Local Access Transport Area

LDA - Local Distribution Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

NSF - Non-Sufficient Funds

OSP - Operator Service Provider

PBX - Private Branch Exchange

SAL - Special Access Line

V&H - Vertical and Horizontal

WATS - Wide Area Telephone Service

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SECTION 2 — RULES AND REGULATIONS**2.1 Provision of Service**

Hotel Connect's services and facilities are furnished for communications originating and terminating within the State of Florida under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

Hotel Connect arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers and Subscribers in accordance with the terms and conditions set forth under this tariff. Hotel Connect may act as the Customer's or Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer or Subscriber, to allow connection of a Customer's or Subscriber's location to the Hotel Connect network. The Customer or Subscriber shall be responsible for all charges due for such service arrangements.

2.2 Limitations on Service

- 2.2.1** Carrier reserves the right to provide services only to and from locations where the necessary facilities and/or equipment are available. Carrier provides service subject to the provisions of this tariff.
- 2.2.2** Carrier reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.
- 2.2.3** Title to all equipment provided by Carrier under these regulations remains with Carrier. Carrier's prior written permission is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service

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SECTION 2 — RULES AND REGULATIONS, (CONT'D.)

2.3 Use of Service

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by the Customer, except when the customer is a duly authorized and regulated common carrier.

2.4 Limitation of Liability

2.4.1 Carrier shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or for any lost profits of any kind, arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions, not caused by the negligence of the customer, commencing upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the customer for the period of service during which the mistake, accident, error, omission, interruption, delay or defect in transmission occurred.

2.4.2 Carrier will indemnify the Customer and hold it harmless in respect to any loss, damage, liability or expense asserted against the Customer by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Carrier or its agents or representatives arising out of performance by Carrier of any testing or other activities on the customer's premises pursuant to this tariff. Carrier's obligations under the preceding sentence shall be subject to the customer's full performance of this tariff and subject further to the customer's duty to take reasonable precautions in the location, construction, maintenance and operation of all activities, facilities and equipment for the protection against hazard or injury and so as to not interfere with the services provided by Carrier.

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SECTION 2 -- RULES AND REGULATIONS, (CONT'D.)

2.4 Limitation of Liability, (Cont'd.)

2.4.3 Carrier shall be indemnified and held harmless by the Customer against:

- (A) Claims for libel, slander, infringement of patent or copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data information, or other content transmitted over the carrier's facilities; and
- (B) All other claims arising out of any act or omission by the customer in connection with any service provided by Carrier.

2.4.4 With respect to the routing of calls by Carrier to public safety answering points or municipal Emergency Service providers, Carrier's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of Carrier's action, or failure to act in routing the call, or (b) the sum of \$1,000.00.

2.4.5 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Debit Cards or Personal Identification Numbers issued for use with the Company's services. Nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Debit Card provided to a Customer.

2.4.6 The Company shall not be liable for any claim, loss or refund on any unused portion of the usage balance remaining in a Debit Account provided to a Customer before or after the expiration date assigned to each Debit Account.

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SECTION 2 — RULES AND REGULATIONS, (CONT'D.)

2.5 Interruption of Service

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to Carrier's terminal.

2.6 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the Rules and Regulations set forth by the Commission.

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SECTION 2 — RULES AND REGULATIONS, (CONT'D.)

2.7 Customer Responsibility

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

- (A) The Customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with all of Carrier's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
- (B) When placing an order for service, the Customer must provide:
 - 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
 - 2. The name(s), telephone number(s), and address(es) of the Customer contact person(s).
- (C) The Customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
 - 1. The negligence or willful act of the Customer or user;
 - 2. Improper use of service; or
 - 3. Any use of equipment or service provided by others.
- (D) After receipt of payment for the damages, Carrier will cooperate with the customer in prosecuting a claim against any third party causing damage.

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SECTION 2 -- RULES AND REGULATIONS, (CONT'D.)

2.7 Customer Responsibility, (Cont'd.)

2.7.2 Maintenance, Testing and Adjustment

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

2.7.3 Deposits

The Company does not require a deposit from the Customer. The prepayment of services which are immediately available to the Customer does not constitute a deposit.

2.7.4 Advance Payments

The Company does not require advance payments for service. The prepayment of services which are immediately available to the Customer does not constitute an advance payment.

2.7.5 Credit Allowances

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by Carrier.

- (A) Credit allowances for failure of service or equipment starts when the Customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- (B) The Customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.

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SECTION 2 — RULES AND REGULATIONS, (CONT'D.)

2.7 Customer Responsibility, (Cont'd.)

2.7.5 Credit Allowances, (Cont'd.)

(C) Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:

1. Interruptions of service resulting from Carrier performing routine maintenance;
2. Interruptions of service for implementation of a Customer order for a change in the service;
3. Interruption caused by the negligence of the Customer or his authorized user;
4. Interruptions of service due to customer or authorized user provided facilities.

2.7.6 Cancellation by 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. For prepaid services, the Customer may cancel service by fully depleting the available balance of the Customer account and/or by not renewing a renewable account.

2.7.7 Payment and Charges for Services

Charges for service are applied on a recurring and non-recurring basis. Service is provided and billed on a monthly basis. Service continues to be provided until disconnection is requested by the Customer.

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SECTION 2 — RULES AND REGULATIONS, (CONT'D.)**2.7 Customer Responsibility, (Cont'd.)****2.7.7 Payment and Charges for Services, (Cont'd.)****(A) Payment of Charges**

Payment is due upon receipt of the invoice and shall be considered past due or delinquent after 30 days beyond the due date. Interest at the greater of 1.5% per month or the highest rate allowed by law will accrue on any unpaid amount commencing on the sixteenth day after rendition of the bill.

1. The Customer is responsible for payment of all charges for service furnished to the Customer. The initial billing may consist of one month estimated usage billed in advance. Thereafter, charges based on actual usage during a month will be billed monthly in arrears.
2. Service may be denied or discontinued for non-payment charges. Disconnection will not occur before fifteen (15) days from the due date and Carrier will give five (5) days written notice before any disconnection occurs. Restoration of service will be subject to all applicable installation charges.
3. 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. For pre-paid services, taxes and fees shall be included in the rates and charges stated in the Company's rate schedule for this service.

2.7.8 Application of Charges

The charge for service are those in effect for the period that service is furnished.

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SECTION 2 — RULES AND REGULATIONS, (CONT'D.)

2.8 Carrier Responsibility

2.8.1 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.7.4, when service is interrupted the credit allowance will be computed on the following basis:

- (A) No credit shall be allowed for an interruption of less than two hours.
- (B) The Customer shall be credited for each hour or major fraction thereof that an interruption continues beyond two hours.
- (C) When a minimum usage charge is applicable and the customer fails to meet a usage minimum, credit for the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled beyond two hours.
- (D) Customers have up to 60 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credit.

2.8.2 Cancellation Credit

Where Carrier cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day the service was not rendered or the equipment was not provided. This credit will be issued to the Customer or applied against the balance remaining on the Customer's account.

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SECTION 2 — RULES AND REGULATIONS, (CONT'D.)

2.8 Carrier Responsibility, (Cont'd.)

2.8.3 Disconnection of Service by Carrier

Carrier, upon five (5) days written notice to the Customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- (A) Non-payment of any sum due to Carrier for service for more than thirty days beyond the date of rendition of the bill for such service;
- (B) A violation of any regulation governing the service under this tariff;
- (C) A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- (D) Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

2.8.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period before service was discontinued, dividing the number of days remaining in the billing period by thirty days and multiplying the resulting fraction by the monthly charge.

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SECTION 2 — RULES AND REGULATIONS, (CONT'D.)

2.9 Special Conditions Governing Operator Services

2.9.1 Company Obligations

When providing Operator Services to Aggregators, the Company will:

- (A) Notify the End User of the operator services carrier handling the call at the beginning of each call and again before the End User incurs any charge, otherwise referred to as "double branding".
- (B) Inform the End User, upon request, of the rates to be charged and explain the method of billing, at no charge.
- (C) Not charge for unanswered or incomplete telephone calls in equal access areas and not knowingly charge for unanswered or incomplete telephone calls in non-equal access areas.
- (D) Withhold payment of commission or any other compensation to a Customer who engages in blocking 800, 950 and 10XXX access calls.
- (E) Not engage in call splashing (billing rates other than from the actual call origination location), unless the End User is informed and consents to the transfer.
- (F) Rate and bill calls from their actual point of origination, unless the End User consents to a different arrangement.
- (G) Upon receipt of an emergency telephone call, Carrier shall immediately connect the call to the appropriate emergency service of the reported location of the emergency, if known, and, if not known, of the originating location of the call.

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SECTION 2 — RULES AND REGULATIONS, (CONT'D.)

2.9 Special Conditions Governing Operator Services, (Cont'd.)

2.9.2 Aggregator Obligations

(A) The Company requires each operator service customer to post an informational card (tent card), as defined in Section 2.9.6 of this tariff, on or near the telephone notifying the End User of the following information:

1. The name, address and toll-free number of the operator service provider.
2. The Company's operator service rates (collect, credit card, person-to-arson, etc.).
3. The Company's billing procedures.
4. IntraLATA dialing instructions.
5. IntraLATA rates or how to obtain these rates.
6. InterLATA dialing instructions.
7. InterLATA rates or how to obtain these rates.
8. Hotel surcharge for local calls, if any, which are billed by the hotel.
9. Hotel surcharge for long distance calls, if any which are billed by the hotel.

2.9.3 Operator Service Billing Procedures

Subscribers will be billed for operator assisted calls by the Carrier's billing agent. Invoices for these services will be included in the subscriber's local telephone bill.

2.9.4 Call Routing

Carrier will route all 0- intraLATA calls to the Local Exchange Company for appropriate handling.

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SECTION 2 — RULES AND REGULATIONS, (CONT'D.)

2.9 Special Conditions Governing Operator Services, (Cont'd)

2.9.5 Incomplete Calls

There shall be no charge to the caller for incomplete calls.

- (A) Carrier will not knowingly bill for uncompleted calls.
- (B) Carrier will provide full credit for any call of one minute or less upon being informed by a Customer that the call was not completed.
- (C) An uncompleted call includes, but shall not be limited to:
 - 1. calls terminating in an intercept recording, line intercept operator or a busy tone; or
 - 2. calls that do not answer.
- (D) An uncompleted call does not include calls using busy line interrupt, -line -status verification or directory assistance services.

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SECTION 2 — RULES AND REGULATIONS, (CONT'D.)

2.9 Special Conditions Governing Operator Services, (Cont'd)

2.9.6 Sample Tent Card for Aggregator Locations - The Company provides a tent card for OSP calls. An example of the front and back of the tent card is provided below.

Hotel Connect Management, Inc.

Dialing Instructions for Operator Assisted and Calling Card Calls

Long Distance Dialing Instructions

Domestic

9 + 0 + area code + phone number

At the tone, dial your calling card number, or press "0" for an operator

International

9 + 01 + country code + city code + phone number

At the tone, dial your calling card number, or press "0" for an operator

Payment may be made by using telephone calling cards, most major credit cards, calling collect or verified third party billing.

Consumer Information

For free rate quotes, reach an outside line then dial 0+ area code + number, than wait for a Hotel Connect Management, Inc. operator. For additional information, call our customer service department at 999-4199 or write Hotel Connect Management, Inc., 9050 Marshall Court, Westminster, Colorado 80031.

Your may reach other long distance carriers from this telephone. Just dial the access code provided by that carrier.

Any complaints may be directed to:

FCC Enforcement Division
Common Carrier Bureau
Mail Stop 1600A2
Washington DC 20554

Florida Public Service Commission
Division of Communication
2540 Shumard Oak Boulevard
Gerald L. Gunter Building, Room 270
Tallahassee, FL 32399-0850

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 General

Customers reselling or rebilling telecommunications services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

3.2 Timing of Calls

Billing for calls placed over the Hotel Connect network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1** Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment. For Person to Person Calls, charges apply only if the calling party is connected with the designated called party or an agreed upon substitute.
- 3.2.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3** Unless otherwise specified in this tariff, the minimum initial period for billing purposes is one (1) minute.
- 3.2.4** Unless otherwise specified in this tariff, billing for usage after the initial period is in full one (1) minute increments.
- 3.2.5** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, Hotel Connect will reasonably issue credit for the call.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Start of Billing

For billing purposes, the start of service is the day following acceptance by the customer of Carrier's service or equipment. The end of service date is the day on which services or any portion of thereof was discontinued

3.4 Interconnection

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

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting his customer - provided terminal equipment or communications systems with Carrier 's. The Customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.5 Terminal Equipment

Carrier's service may be used with or terminated in Customer provided terminal equipment or Customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his premises, including Customer personnel, wiring, electrical power, and the like incurred in his use of carrier's service.

The Customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other criteria as may be prescribed by Carrier. The Customer shall ensure that his terminal facilities are of the proper mode, band-width, power, data, speed, and signal level for the intended use of the customer, and that the signals do not damage Carrier's equipment, injure personnel or degrade service to other customers.

If the Customer fails to maintain and operate his terminal equipment properly, resulting in the occurrence or possibility of harm to Carrier's equipment or personnel, or impairment to the quality of service to other customers, Carrier may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety of service, Carrier may, upon written notice, terminate the Customer's service.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.6 Calculation of Distance

The Company's services are not distance sensitive.

3.7 Minimum Call Completion Rate

The Customer can expect a call completion rate of 99% per 100 calls attempted during peak use periods for all Feature Group D (1+) services. Carrier will engineer its switching systems on the basis that ninety-nine percent (99%) of the customers accessing their system will be served during the busy hour.

ISSUED: March 14, 2000

EFFECTIVE:

ISSUED BY:

Larry Trudell, Chief Operating Officer
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9050 Marshall Court
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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.8 Operator Assisted Calling

Hotel Connect's Operator Assisted Calling is available for use by transient end users from Aggregator locations. Calls are billed in one minute increments, with additional per call charges reflecting the level of operator assistance and billing method. Operator service charges are not discounted for time of day.

The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to long distance usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to long distance usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station - These charges apply in addition to long distance usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

Person-to-Person - This charge applies in addition to long distance usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

ISSUED: March 14, 2000

EFFECTIVE:

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.9 Switched Hospitality Service

Direct Dial Switched Hospitality Service is available to individuals, firms, partnerships and corporations in the hospitality industry for outbound calling via customer-provided local exchange company provided switched access from their hospitality locations. The minimum call duration for billing purposes is thirty (30) seconds. Additional usage is measured in six (6) second increments for billing purposes. Rates are not mileage or time-of-day sensitive.

3.10 Dedicated Hospitality Service

Dedicated Hospitality Service is available to individuals, firms, partnerships and corporations for outbound calling via customer-provided dedicated access from their hospitality locations. The minimum call duration for billing purposes is thirty (30) seconds. Additional usage is measured in six (6) second increments for billing purposes. Rates are not mileage or time-of-day sensitive.

3.11 Travel Card Service

Hotel Connect Travel Card is available to business and residential customers. Calls are originated by dialing a 1-800 access number, followed by the terminating telephone number and personal identification number. Calls may originate from standard residential, business, hotel or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in one minute and additional minute increments. The minimum call duration for billing purposes is one minute. Call charges include per minute usage charges and per call service charges which are subject to commitment discounts.

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EFFECTIVE:

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.12 Switched Toll Free Service

Switched Toll Free service is available to business and residential subscribers for incoming calls. Calls originate from any interstate location over a Toll Free number and terminate to a Customer-provided residential or business switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in thirty (30) second increments with a minimum billing period of six (6) seconds. A monthly service charge applies per Toll Free number.

3.13 Dedicated Toll Free Service

Dedicated Toll Free service is available to business and residential subscribers for incoming calls. Calls originate from any interstate location over a Toll Free number and terminate to a Customer-provided dedicated access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in thirty (30) second increments with a minimum billing period of six (6) seconds. A monthly service charge applies per Toll Free number.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.14 Debit Card Service**

Debit Card Service allows Customers to place calls from locations other than their normal place of business or residence. Customers dial an access code and identification code in addition to the called number. Customers may choose from a variety of card denominations. Service is paid for in advance of actual usage. Charges for the service are deducted from the Available Usage Balance on the debit card.

3.14.1 Terms and Conditions of Service

- A. All of the Company's debit cards are renewable. Customers may renew the cards at point of purchase or via the telephone through the use of a verifiable commercial credit card.
- B. Calls to 500, 700, 800/888, 900 and 976 numbers and calls requiring operator assistance and the quotation of time and charges cannot be completed using the Debit Card. Air to ground and high seas service may not be completed. Calls may not be completed using rotary telephone service.
- C. All calls must be charged against a Debit Card that has sufficient available balance. A Customer's call will be interrupted with an announcement one minute before the balance is about to be depleted. Calls in progress will be terminated by the Company if the balance on the Prepaid Card is insufficient to continue the call.
- D. All company Debit Cards expire one (1) year from the last time the card was used. If the card is not used within a one (1) year period from purchase it will expire.
- E. The Company does not refund any unused balances in a Debit Account.

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Westminster, Colorado 80031

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.14 Debit Card Service, (Cont'd.)

3.14.2 Discontinuance of Service

Debit Card Service may also be discontinued or refused without notice for the following conditions:

- A. For non-payment of any amount past due to the Company by the Customer, including non-payment of a Customer Card Account Renewal of a fully-depleted balance.
- B. When the Available Account Balance of a non-renewable account is Depleted to a level insufficient to place a one-minute call to the location of least cost.
- C. When the established expiration date of the Customer Account is reached.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.14 Debit Card Service, (Cont'd.)

3.14.3 Description

Debit Card Service is offered to organizations or commercial entities for distribution to their members, patrons or customers. The marketing vehicle and expiration period is selected by the organization or commercial entity upon joint agreement with the Company. The organization or commercial entity is responsible for obtaining all necessary permissions for the use of any trade mark, trade name, service mark or other image on the card. The Company reserves the right to approve or reject any image and to specify the Customer information language and use of the Company's trade mark, trade name, service mark or other image on the card. The organization or commercial entity may distribute the Company's debit cards at reduced rates or free of charge to end users.

Customers purchase a Debit Card which assigns each Customer a Debit Account, provides each Customer with a PIN and lists instructions for accessing and using the Company's service.

The Company's system informs the Customer of the Available Usage Balance remaining in the Debit Account and prompts the Customer to place a call by entering a destination telephone number. Network usage for calls placed is deducted from the Available Usage Balance in the Customer's Debit Account on a real time basis as the call progresses.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after an initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.15 Directory Assistance

Directory Assistance is available to Hotel Connect Customers. Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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SECTION 4 - RATES**4.1 Rate Periods**

The Company does not offer services that are time-of-day sensitive.

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 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 Emergency Call Exemptions

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. The Company will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

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SECTION 4 - RATES, (CONT'D.)

4.2 Exemptions and Special Rates, (Cont'd)

4.2.3 Operator Assistance for Handicapped Persons

Operator station surcharges will be waived for operator assistance to a caller who identifies him or herself as being handicapped and unable to dial the call because of the handicap.

4.2.4 Directory Assistance for Handicapped Persons

Pursuant to FPSC rules and regulations, the Company will not charge for the first 50 phone calls made to directory assistance by handicapped Customers.

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SECTION 4 - RATES, (CONT'D.)**4.3 Public 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 interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and 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 The Company 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 Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public 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 Public 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 Public 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.

Rate per Call	\$0.50
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9050 Marshall Court
Westminster, Colorado 80031

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SECTION 4 - RATES, (CONT'D.)

4.4 Return Check Charge

The Company reserves the right to assess a return check charge of up to \$25.00 for checks returned for insufficient funds if the face value does not exceed \$50.00, \$30.00 if the face value does exceed \$50.00 but does not exceed \$300.00, \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, whichever is greater.

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SECTION 4 - RATES, (CONT'D.)**4.5 Operator Assisted Calling**

Calls are billed in full minute Additional Periods following an Initial Period of one (1) minute. No time of day or holiday discounts apply. Per minute rates and per call charges vary by call type as shown below:

	<u>Per Call Service Charge</u>	<u>Per Minute Usage Charge</u>
Customer Dialed Card Call (<i>0+ Calls</i>)		
Billed to a Calling Card	\$1.75	\$0.30
Billed to a Commercial Credit Card	\$1.75	\$0.30
Operator Dialed Card Call (<i>0- Calls</i>)		
Billed to a Calling Card	\$1.75	\$0.30
Billed to a Commercial Credit Card	\$1.75	\$0.30
Operator Station, Automated (<i>0+ Calls</i>)		
Billed Collect	\$1.75	\$0.30
Billed to Third Party	\$1.75	\$0.30
Billed to Other	\$1.75	\$0.30
Operator Station, Operator Assisted (<i>0- Calls</i>)		
Billed Collect	\$1.75	\$0.30
Billed to Third Party	\$1.75	\$0.30
Billed to Other	\$1.75	\$0.30
Person to Person Calls, All Calls (<i>0+ / 0- Calls</i>)		
All Billing Methods	\$3.25	\$0.30

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SECTION 4 - RATES, (CONT'D.)**4.6 Switched Hospitality Service**

The minimum call duration for billing purposes is thirty (30) seconds. Additional usage is measured in six (6) second increments for billing purposes.

Per Minute Rate: All Times of Day
\$0.0870

4.7 Dedicated Hospitality Service

The minimum call duration for billing purposes is thirty (30) seconds. Additional usage is measured in six (6) second increments for billing purposes.

Per Minute Rate: All Times of Day
\$0.0843

4.8 Travel Card Service

Calls are billed in one minute and additional minute increments. The minimum call duration for billing purposes is one minute.

Minimum Monthly Billing	Per Minute Rate
\$0-\$25.00	0.25
\$25.01 +	0.20

Service Charge: \$0.25/Per Call

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SECTION 4 - RATES, (CONT'D.)

4.9 Switched Toll Free Service

Calls are billed in thirty (30) second increments with a minimum billing period of six (6) seconds. A monthly service charge applies per Toll Free number.

Per Minute Rate	\$0.1070
Monthly Service Charge per toll free number	\$5.00

4.10 Dedicated Toll Free Service

Calls are billed in thirty (30) second increments with a minimum billing period of six (6) seconds. A monthly service charge applies per Toll Free number.

Per Minute Rate	\$0.1045
Monthly Service Charge per toll free number	\$5.00

4.11 Debit Card Service

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after an initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Maximum Per Minute Rate:	\$0.50
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4.12 Directory Assistance

Directory Assistance is available to Hotel Connect Customers. Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Per Call Charge:	\$1.25
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ISSUED: March 14, 2000

EFFECTIVE:

ISSUED BY:

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Westminster, Colorado 80031

SECTION 5 - CONTRACTS AND PROMOTIONS**5.1 Contracts - General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract.

5.2 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area and will comply with all applicable Commission regulations.

5.3 Demonstration of Service Promotion

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

ISSUED: March 14, 2000**EFFECTIVE:****ISSUED BY:**

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ATTACHMENT III

FINANCIAL STATEMENTS

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.

Financial Capability

Hotel Connect Management, Inc. has the financial capability to begin and maintain operations in the state of Florida.

The company submits its 12 moth 1999 financial statements which demonstrate cash holdings of more than \$65,000 and a positive net income for the year. In addition, the company has a current ratio of 2.8

Hotel Connect Management, Inc.
Profit and Loss
 January through December 1999

02/29/00

	Jan - Dec '99
Ordinary Income/Expense	
Income	
440000 · Hotel Service Revenues	2,890,332.53
480100 · Management Services	79,492.90
490000 · Other Revenue	450.00
Total Income	2,970,275.43
Cost of Goods Sold	
540000 · Hotel Services	2,228,269.15
590100 · Internet Cost of Sales	893.35
Total COGS	2,229,162.50
Gross Profit	741,112.93
Expense	
610000 · Personnel Costs	481,565.88
620000 · Sales & Marketing Expenses	25,529.97
630000 · General & Administrative Exp	133,913.13
640000 · Occupancy Costs	63,396.33
6999 · *Uncategorized Expenses	0.00
Total Expense	704,405.31
Net Ordinary Income	36,707.62
Other Income/Expense	
Other Income	
820000 · Interest Income	29,311.57
890000 · Other Income	121.18
Total Other Income	29,432.75
Other Expense	
910000 · Un-Identified Expenses	0.00
920000 · Finance Costs	9,541.12
Total Other Expense	9,541.12
Net Other Income	19,891.63
Net Income	56,599.25

Hotel Connect Management, Inc.
Balance Sheet
 As of December 31, 1999

02/29/00

	<u>Dec 31, '99</u>
ASSETS	
Current Assets	
Checking/Savings	
100000 · Petty Cash	350.00
101000 · Checking Accounts	65,049.82
Total Checking/Savings	<u>65,399.82</u>
Accounts Receivable	
111000 · Accounts Receivable	1,144,735.86
Total Accounts Receivable	<u>1,144,735.86</u>
Other Current Assets	
111006 · Unbilled Calls	24,531.45
112000 · Allowance for Doubtful Accounts	-268,828.84
120000 · Equipment Inventory	798,809.05
131000 · Notes Receivable	79,914.35
139000 · Other Current Assets	59,139.22
139200 · Recoverable Room Bonus	89,069.03
Total Other Current Assets	<u>782,634.26</u>
Total Current Assets	<u>1,992,769.94</u>
Fixed Assets	
141000 · Property, Plant & Equipment	537,873.47
142000 · Accumulated Depreciation	-62,025.14
Total Fixed Assets	<u>475,848.33</u>
TOTAL ASSETS	<u><u>2,468,618.27</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
201000 · Accounts Payable	374,357.11
Total Accounts Payable	<u>374,357.11</u>
Other Current Liabilities	
201900 · Due to Zero Plus Dialing, Inc.	292,269.55
202000 · Accrued Taxes	28,721.23
203000 · Accrued Liabilities	13,833.00
Total Other Current Liabilities	<u>334,823.78</u>
Total Current Liabilities	<u>709,180.89</u>
Long Term Liabilities	
280000 · Loans From Affiliates	390,095.32
Total Long Term Liabilities	<u>390,095.32</u>
Total Liabilities	<u>1,099,276.21</u>
Equity	
291000 · Capital Stock	1,312,742.81
Net Income	56,599.25
Total Equity	<u>1,369,342.06</u>
TOTAL LIABILITIES & EQUITY	<u><u>2,468,618.27</u></u>

ATTACHMENT IV

MANAGERIAL AND TECHNICAL CAPABILITIES

HOTEL CONNECT MANAGEMENT, INC.

MANAGEMENT PROFILES

Tony Butler
Chief Executive Officer

Mr. Butler has more than a decade of experience in the telecommunications industry, covering the entire gambit of network and administrative operations. He is responsible for day-to-day operations as well as the direct sales staff. Mr. Butler was previously General Manager of Communications Solutions, Inc. (CSI) which merged with Hotel Connect. While with CSI, Mr. Butler directed day-to-day operations, was responsible for underlying carrier contract negotiations, operator services, sales and customer service.

Larry Trudell
Chief Operating Officer

Mr. Trudell has more than twenty-five years of diversified telecommunications management experience. As previous president of ComTel Computer Corp., Mr. Trudell has a proven leadership record in the start-up, growth and maintenance of successful organizations. Mr. Trudell is particularly effective in viewing a big picture of the industry, developing organizational objectives and setting goals and priorities to achieve them. He has a solid understanding of quality customer services as it relates to customer retention and profitability. Prior to ComTel, Mr. Trudell held management positions in General Electric/Honeywell, McDonnell Douglas and Metromedia Corp.

Richard Hein
Director, Billing

Mr. Hein has twenty-five year of experience in billing and finance in the telecommunications industry. He was the Billing Manager for ComTel Computer Corp. for the last nine years and for four years prior to that was the Billing Manager for Chernow Communications. Mr. Hein has a BS from the University of Colorado.

Roger Rayne
Director, Operations

Mr. Rayne has twenty-five years experience in the telecommunications industry, including twelve years with Southwestern Bell. During his ten year tenure with ComTel Computer Corp. Mr. Rayne was responsible for over 1000 installations. Mr. Rayne is responsible for installations and maintenance for Hotel Connect.

HOTEL CONNECT MANAGEMENT, INC.

MANAGEMENT PROFILES, CONT'D.

Marlane Twiford
Controller

Ms. Twiford has twenty-four years of experience in accounting and finance including nine years as the controller of ComTel Computer Corp. She is responsible for all accounting functions at Hotel Connect including sales tax and state regulatory reporting. Ms. Twiford is a graduate of the University of Denver.

Don Novak
Vice President

Mr. Novak is responsible for managing all phases of internet services offered by Hotel Connect. His work in developing companies like US Connect-Seattle, Outsource Technologies, Inc. and Weather Express, Inc., and his systems security experience while working for the Department of Defense has earned him a place on the National Who's Who Technical Professionals CD and National Guide for Technology Professionals. He has sixteen years of networking experience relating to policies, project management, new hospitality products for the business traveler and concierge services. Mr. Novak has designed new services delivered through the internet to hotel rooms and on-line users of the internet.