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ORIGINAL

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April 25, 2000

**VIA FEDERAL EXPRESS**

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

DEPOSIT

DATE

D288

APR 27 2000

000499-TI

**RE: VCOM.COM CORPORATION**

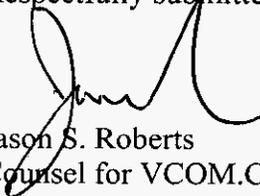
To Whom it May Concern:

On behalf of VCOM.COM Corporation, enclosed please find an original and six (6) copies of its Application for Authority to Provide Interexchange Telecommunications Service Between Points Within the State of Florida. Also enclosed is the appropriate filing fee in the amount of \$250.00.

Please acknowledge receipt of this filing by returning, file-stamped, the extra copy of this cover letter in the self addressed stamped envelope provided for that purpose.

Please direct any questions regarding this matter to the undersigned.

Respectfully submitted,



Jason S. Roberts  
Counsel for VCOM.COM Corporation

Enclosures

DOCUMENT NUMBER-DATE

05153 APR 26 8

FPSC-RECORDS/REPORTING

ORIGINAL

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

**DIVISION OF TELECOMMUNICATIONS**  
**BUREAU OF CERTIFICATION AND SERVICE EVALUATION**

**Application Form for Authority to Provide  
Interexchange Telecommunications Service  
Between Points Within the State of Florida**

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Instructions

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

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

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

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

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

DOCUMENT NUMBER-DATE  
**05153 APR 26 8**  
FPSC-RECORDS/REPORTING

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

**Original certificate (new company).**

**Approval of transfer of existing certificate:**

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

**Approval of assignment of existing certificate:**

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

**Approval of transfer of control:**

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

2. Name of company:

VCOM.COM Corporation

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

N/A

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

210 East 49th Street

3rd Floor

New York, NY 10017

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

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

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

7. Structure of organization;

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

8. If individual, provide:

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

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

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

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

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

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

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

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

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

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

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

Applicant to file for authority on 4-28-00 and will supplement this application accordingly.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Provide **F.E.I. Number** (if applicable): 13-4031986

16. Provide the following (if applicable):

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

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

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

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

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

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

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

- (c) How is this information provided?

Bills will be provided on the VCOM.COM website,  
www.vcom.com

17. Who will receive the bills for your service?

<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

Universities  Universities dormitory residents  
 Other. (specify) \_\_\_\_\_

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

(a) The application:

Name: Jason S. Roberts

Title: Counsel

Address: 1730 Rhode Island Ave., NW, Suite 200

City/State/Zip: Washington, D.C. 20036

Telephone No.: (202) 728-0400 Fax No.: (202) 728-0354

Internet E-Mail Address: jroberts@ictpc.com

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

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

Name: Steven Dresner

Title: Chief Executive Officer

Address: 210 E. 49th Street, 3rd Floor

City/State/Zip: New York, NY 20027

Telephone No.: (212) 758-2087 Fax No.: (212) 758-2088

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

Internet Website Address: www.vcom.com

(c) Complaints/Inquiries from customers:

Name: Steven Dresner

Title: Chief Executive Officer

**Address:** 210 E. 49th Street, 3rd Floor

**City/State/Zip:** New York, NY 20027

**Telephone No.:** (212) 758-2087

**Fax No.:** (212) 758-2088

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

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

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

None

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

Texas, Massachusetts, Pennsylvania and New York

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

None

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

None

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

None

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

None

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

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

None

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

None

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

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

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

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

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

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

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

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

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

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

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

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

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

i. \_\_\_\_\_ **Travel service**

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

j. \_\_\_\_\_ **900 service**

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

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

I. **Services included are:**

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

22. 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 EXHIBIT 1

23. Submit the following:

A. **Financial capability.**

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

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

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

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

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

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

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

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

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

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

**UTILITY OFFICIAL:**

	
_____ Signature - Steven Dresner	_____ 4.24.00 Date
_____ CEO	_____ (212) 758-2087
_____ Title	_____ Telephone No.
Address: <u>210 East 49th Street</u>	_____ (212) 758-2088
<u>3rd Floor</u>	_____ Fax No.
_____ New York, NY 10017	

**ATTACHMENTS:**

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

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

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

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

**UTILITY OFFICIAL:**

	
_____ Signature - Steven Dresner	4.24.40 _____ Date
_____ CEO Title	(212) 758-2087 _____ Telephone No.
Address: 210 East 49th Street 3rd Floor	(212) 758-2088 _____ Fax No.
New York, NY 10017	
_____	
_____	
_____	

**CURRENT FLORIDA INTRASTATE SERVICES**

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

If the answer is has, fully describe the following:

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

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

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**UTILITY OFFICIAL:**

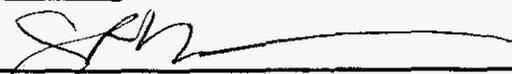
	4-29-40
Signature - Steven Dresner	Date
CEO	(212) 758-2087
Title	Telephone No.
Address: 210 East 49th Street	(212) 758-2088
3rd Floor	Fax No.
New York, NY 10017	

**AFFIDAVIT**

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange company service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."

**UTILITY OFFICIAL:**

	4-24-40
Signature - Steven Dresner	Date
CEO	(212) 758-2087
Title	Telephone No.
Address: 210 East 49th Street	(212) 758-2088
3rd Floor	Fax No.
New York, NY 10017	

VCOM.COM Corporation  
Application to offer Interexchange Telecommunications Services  
Between Points Within the State of Florida  
Exhibit 1

**TARIFF**

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INTERLATA AND INTRASTATE TOLL COMMON CARRIER SERVICES

Regulations and Schedule of Charges for  
InterLATA and Intrastate Toll Common Carrier Services

Provided by

VCOM.COM Corporation

between Points in the State of Florida  
and Long Distance Locations, as Specified Herein.

Service is Provided by Means of Wire,  
Radio, Terrestrial or Satellite Facilities,  
or Any Combination Thereof.

All material in this tariff is new.

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ISSUED:  
April 26, 2000

ISSUED BY:  
Steven Dresner, CEO  
VCOM.COM Corporation  
210 East 49<sup>th</sup> Street  
3<sup>rd</sup> Floor  
New York, NY 10017

EFFECTIVE:  
\_\_\_\_\_, \_\_\_, 2000

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INTERLATA AND INTRASTATE TOLL COMMON CARRIER SERVICES

CHECK SHEET

The Title Page and Pages 1 to 35, inclusive, of this tariff are effective as of the date shown.

<u>Page</u>	<u>Number of Revisions</u>
<u>Title</u>	<u>Except as Indicated</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
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33	Original
34	Original
35	Original

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ISSUED:  
April 26, 2000

ISSUED BY:  
Steven Dresner, CEO  
VCOM.COM Corporation  
210 East 49<sup>th</sup> Street  
3<sup>rd</sup> Floor  
New York, NY 10017

EFFECTIVE:  
\_\_\_\_, \_\_, 2000

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INTERLATA AND INTRASTATE TOLL COMMON CARRIER SERVICES

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ISSUED:  
April 26, 2000

ISSUED BY:  
Steven Dresner, CEO  
VCOM.COM Corporation  
210 East 49<sup>th</sup> Street  
3<sup>rd</sup> Floor  
New York, NY 10017

EFFECTIVE:  
\_\_\_\_\_, \_\_, 2000

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INTERLATA AND INTRASTATE TOLL COMMON CARRIER SERVICES

CONCURRING CARRIERS

No Concurring Carriers.

CONNECTING CARRIERS

No Connecting Carriers.

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers.

EXPLANATION OF SYMBOLS AND ABBREVIATIONS

(C)	=	Signifies changed regulation
(D)	=	Signifies discontinued rate or regulation
(I)	=	Signifies increased rate
(N)	=	Signifies new rate or regulation
(R)	=	Signifies reduced rate
(S)	=	Signifies reissued matter
(T)	=	Signifies a text change involving no change in rate or regulation
(M)	=	Signifies matter relocated without change
(Z)	=	Signifies a correction

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ISSUED:  
April 26, 2000

ISSUED BY:  
Steven Dresner, CEO  
VCOM.COM Corporation  
210 East 49<sup>th</sup> Street  
3<sup>rd</sup> Floor  
New York, NY 10017

EFFECTIVE:  
\_\_\_\_, \_\_, 2000

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INTERLATA AND INTRASTATE TOLL COMMON CARRIER SERVICES

UNDERTAKING OF VCOM.COM CORPORATION

This tariff contains the regulations and schedule of charges applicable to the provision of interLATA and intrastate toll common carrier telephone services by VCOM.COM Corporation (hereinafter referred to as "VCOM.COM" or the "Company") for calls originating and terminating within the State of Florida. Service is furnished subject to transmission, atmospheric and like conditions.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

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ISSUED:  
April 26, 2000

ISSUED BY:  
Steven Dresner, CEO  
VCOM.COM Corporation  
210 East 49<sup>th</sup> Street  
3<sup>rd</sup> Floor  
New York, NY 10017

EFFECTIVE:  
\_\_\_\_, \_\_, 2000

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**INTERLATA AND INTRASTATE TOLL COMMON CARRIER SERVICES****GENERAL RULES, REGULATIONS, EXCEPTIONS AND CONDITIONS**1.0 **DEFINITIONS**

Except as defined below or otherwise in the text of the tariff, the terms used in this tariff have the meanings generally accepted in the interexchange and intrastate toll common carrier services industry for such terms.

**Company or VCOM.COM:** VCOM.COM Corporation, the issuer of this tariff.

**Commission:** Unless otherwise specified herein, the Federal Communications Commission.

**Customer:** The person, firm, corporation or other entity which orders and/or is furnished with Services and is responsible for payment of all charges and compliance with the tariff provisions contained herein.

**Customer-Premise Equipment ("CPE"):** Telecommunications equipment provided by a Customer or traffic aggregator used to originate calls using the Company's service located at the originating location.

**FPSC:** Unless otherwise specified herein, the Florida Public Service Commission.

**Local Access Transport Area ("LATA"):** A geographic area established as required by the Modification of Final Judgment entered in *United States v. Western Electric Co., Inc.*, 552 F. Supp. 131 (D.D.C. 1982), within which a Local Exchange Carrier provides service.

**Local Exchange Carrier:** A telephone company utility which provides local telecommunications services to a specific geographical area for business and residential customers.

**Personal Identification Number ("PIN"):** A numerical code, one or more of which are available to a Customer, which enables a VCOM.CallingCard Customer to access VCOM.COM's Services. PINs are also used by the Company to prevent unauthorized access to its VCOM.CallingCard Service.

**Pre-Paid VCOM.CallingCard Service:** A payment option for VCOM.CallingCard Service which allows the Customer to place calls using VCOM.COM's Services and have the charges deducted from a pre-paid amount.

**Post-Paid VCOM.CallingCard Service:** A payment option for VCOM.CallingCard Service which allows the Customer to place calls using VCOM.COM's Services and have the charges for those calls accessed to Customers accounts.

---

**ISSUED:**  
April 26, 2000

**ISSUED BY:**  
Steven Dresner, CEO  
VCOM.COM Corporation  
210 East 49<sup>th</sup> Street  
3<sup>rd</sup> Floor  
New York, NY 10017

**EFFECTIVE:**  
\_\_\_\_\_, \_\_, 2000

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**INTERLATA AND INTRASTATE TOLL COMMON CARRIER SERVICES**

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Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: The request for Service submitted by a Customer via VCOM.COM's Web Site. The submission of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff. If applicable, the duration of the service is calculated from the Service Commencement Date.

Services: The term "Services" is used interchangeably throughout this tariff to designate any or all services offered under this tariff. Where a tariff provision does not apply to all services offered, the provision will specify the service or services to which it applies.

VCOM.CallingCard Service: A calling card service offered by VCOM.COM which allows the Customer to make interstate, intrastate toll, and international calls. This service is offered on a pre-paid and post-paid basis.

VCOM.Cellular: AT&T Cellular telephone service offered by the Company.

VCOM.Cellular: SKYTEL paging service offered by the Company.

VCOM.COM Reward Program or Reward Program: A program that rewards Customers in good standing with Reward Points for Services used.

VCOM.COM Reward Points or Reward Points: Points awarded to Customers under the Reward Program which are redeemable for VCOM.COM products and Services.

VCOM.LongDistance Service: A long distance service offered by VCOM.COM that allows Customers to make interstate, intrastate toll, and international calls.

VCOM.COM's Web Site: VCOM.COM's World Wide Web site which is located at [www.vcom.com](http://www.vcom.com).

---

ISSUED:  
April 26, 2000

ISSUED BY:  
Steven Dresner, CEO  
VCOM.COM Corporation  
210 East 49<sup>th</sup> Street  
3<sup>rd</sup> Floor  
New York, NY 10017

EFFECTIVE:  
\_\_\_\_\_, \_\_, 2000

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**INTERLATA AND INTRASTATE TOLL COMMON CARRIER SERVICES****2.0 TERMS AND CONDITIONS****2.1 Description of and Limitations on Service**

- 2.1.1 Services provided pursuant to this tariff may be utilized only for the transmission of communications by a Customer consistent with the terms of this tariff, the rules and regulations of the Commission and the FPSC, the requirements of the Communications Act of 1934, as amended, and the laws of the State of Florida.
- 2.1.2 **VCOM.LongDistance** - This is a 1 + long distance service that enables the Customer to make interstate, intrastate toll, and international calls. Service is accessed by Customers who designate VCOM.COM as their pre-subscribed interexchange carrier and dial the number "1" and the desired out-of-state telephone number. VCOM.LongDistance Calls are billed in six second increments. The rates for this service are rates provided in Section 6 of this tariff. VCOM.COM will not be responsible for any costs assessed by third parties to Customers who switch their long distance service to VCOM.LongDistance.
- 2.1.3 **VCOM.CallingCards** - This is an international, U.S. domestic interstate, intrastate, and intraLATA service provided by VCOM.COM and is limited to geographic areas wherein VCOM.COM is authorized to carry such calls. This service is provided on a pre-paid and post-paid basis. Customers may subscribe to this Service by purchasing a VCOM.CallingCard from VCOM.COM's Web Site and obtain a PIN. Customers utilize the Service by dialing a toll-free VCOM.CallingCard number and entering the desired number and the designated PIN. VCOM.COM is not liable for lost or stolen cards or the unauthorized use of a PIN. VCOM.CallingCards are non-refundable, have no surrender value, and expire within 90 days of purchase. VCOM.CallingCards are not valid unless purchased directly from the VCOM.COM Web Site. VCOM.CallingCards are billed in one minute increments and are rounded up to the nearest minute. The rates for this Service are provided in Section 6 of this tariff.
- 2.1.4 Services are provided twenty-four hours per day, seven days per week, unless specified otherwise. A customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 90% during peak use periods for all 1+ long distance services.
- 2.1.5 Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this tariff, provided that the Company reserves the right to deny Service: (a) to anyone that, in the Company's discretion, presents an undue risk of nonpayment or refuses to comply with this tariff; (b) in circumstances where the Company has reason to believe that the use of such

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Service would violate the provisions of this tariff, or if any applicable law or regulation restricts or prohibits provision of the Service; or (c) if insufficient facilities are available to provide the Service.

- 2.1.6 The Customer's usage charge is based on the actual usage of the Company's network. For VCOM.LongDistance Service, usage begins when a Customer places an interexchange or toll call. For VCOM.CallingCard Service, usage begins when a Customer enters a PIN to access the Company's facilities. For all Services, a call is terminated when the Customer hangs up. There shall be no charges for uncompleted calls.

**2.2 Use of Service**

- 2.2.1 The Services offered under this tariff may be used for any lawful purpose, including residential, business, governmental or other use. The Customer shall not use, nor permit others to use, the Service in a manner that could harm the facilities of the Company or others or that is inconsistent with any applicable federal, state, and/or local statutes, regulations, rules, ordinances, or other laws, including, without limitation, those of the Commission and the FPSC.
- 2.2.2 Customers shall utilize the Services in accordance with customary industry practice and instructions from the Company. In no event shall the Customer have the right to share, sell, lease, license, assign, give, transfer, or otherwise dispose of its rights to the Services without the prior written consent of the Company. All terms and conditions contained in this tariff shall apply to all such permitted assignees or transferees. The Customer remains liable for all obligations under this tariff notwithstanding the assignment or transfer or shared use of the Services and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than its Customers, which is limited by the terms of this tariff.
- 2.2.3 Customers shall obtain and maintain or cause to be obtained and maintained, during the Customers' use of any and all Services, any applicable or required licenses, authorizations, permits, copyrights and/or other rights to the signals and/or programs accessed and/or transmitted via the Company's facilities.

**2.3 Use and Provision of Equipment and/or Facilities**

- 2.3.1 The Customer agrees to operate any CPE in accordance with the instructions provided by the Company, or the Company's agent or employee, in the manner and for the purpose for which it is intended. Failure to do so will void the Company's liability for interruption of Service, and the Customer will be responsible for damage to equipment directly or indirectly resulting

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from the Customer's failure. It shall be the obligation of the Customer to immediately notify the Company of any interruption in Service. Before giving such notice, the Customer shall ascertain whether the interruption is being caused by any action or omission by the Customer or is within the Customer's control, or with the Customer's wiring or equipment, if any. The Customer shall reimburse the Company, upon demand, for any damage to the CPE as well as to the Company's facilities and any and all costs incurred by the Company due to the Customer's failure to comply with this provision.

- 2.3.2 The Customer agrees to return to the Company all CPE within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, only normal wear and tear excepted. The Customer shall reimburse the Company, upon demand, for any damage to the CPE and any and all costs incurred by the Company due to the Customer's failure to comply with this provision.
- 2.3.3 CPE may be ordered and is to be maintained solely by the Customer or by the Customer's equipment vendor. Any equipment connected by the Customer or by the Customer's equipment vendor to any equipment or facilities of the Company shall comply with all technical requirements specified herein or as otherwise specified by the Company, and shall not be connected or used in such a manner as to cause harm to the equipment or facilities of the Company.
- 2.3.4 If it is necessary for the Customer or the Company to locate equipment on the premises of the other in order to provide Service hereunder, such equipment shall remain the exclusive property of the original owner of such equipment.
- 2.3.5 The Company reserves the right of entrance for its employees, agents or contractors to the premises of the Customer, at any reasonable hour for the purpose of installing, inspecting, repairing, or removing, upon termination of Service, the Company's equipment necessary for the provision of Services hereunder. It shall be the responsibility of the Customer to make any necessary arrangements with the owners of the premises for the entrance of the Company's employees.

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**2.4 Initiation and Maintenance of Service**

2.4.1 All Service Orders for Services must be submitted through VCOM.COM's secure Internet order form, available at VCOM.COM's Web Site. All information provided by the Customer on this form is confidential and will only be used to initiate Service. A Service Order will be processed within three to seven business days of the receipt of a fully-completed order form. Service Orders will be processed by the Company on a non-discriminatory basis. The Company, in determining whether to accept a Service Order, may take into account its existing and potential scheduling commitments, personnel and facility availability, the sufficiency of advance notice provided by the Customer, and other related considerations. All use and restoration of service under this tariff shall be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Commission.

**2.5 Payment Arrangements and Credits**

- 2.5.1 The Customer is fully responsible as a principal for payment of all charges due for Services provided to the Customer, regardless of whether the Customer is receiving the Services for itself, on behalf of another, to be part of a package for another, or on any other such principal/agent basis. This responsibility is not changed due to any use, misuse or abuse of the Customer's Service or Customer-provided equipment by third parties, the Customer's employees, or the public.
- 2.5.3 The Company will accept payment in the form of American Express, Visa, and MasterCard credit cards. No other form of payment will be accepted.
- 2.5.4 The Company will provide the Customer a bill on the VCOM.COM Web Site on a monthly basis. Payment must be submitted within 30 days of the date on which the bill is posted on the web site. In the event the Customer fails to remit payment in a timely fashion, the Customer shall be liable for an additional fee of 1.5% of any unpaid charges due for more than 30 days.
- 2.5.5 In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges due the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 2.5.6 Any credits due to the Customer as a result of a verified disruption of Service for which the Company is liable, will be applied as a credit to the Customer's account. It shall be the Customer's obligation to notify the Company immediately of any service interruption or disruption for which a credit allowance is desired. Before giving such notice, the Customer

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shall ascertain that the trouble is not being caused by any action or omission by the Customer within its control, of any equipment furnished by the Customer. No credit shall be allowed for an interruption or a disruption of a continuous duration for less than twenty-four hours after the Customer notifies the Company.

- 2.5.7 The Customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

$$\text{Credit} = A/B \times C$$

"A" - outage time in hours

"B" - total hours in month

"C" - total monthly charges for affected facility

- 2.5.8 Disputes with respect to charges must be presented to the Company in writing within three months from the date the invoice is rendered. Absent such written notice to the Company of a dispute, such invoice will be deemed to be correct and binding on the Customer.

2.6 Tax Adjustments

All charges stated herein are computed by the Company exclusive of any federal, state or local use, excise, gross receipts, sales or privilege taxes, duties, fees or similar liabilities (other than general income or property taxes), whether charged to or against the Company or its Customer. Such taxes, fees, etc. shall each be shown as a separate line item on the Customer's monthly invoice, are not included in the quoted rates, and shall be paid by the Customer in addition to the charges stated herein.

2.7 Deposits

- 2.7.1 The Company does not required a deposit from the Customer.
- 2.7.2 For customers whom the Company feels 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 if necessary a new advance payment will be collected for the next month.

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**2.8 Special Customer Arrangements**

In cases where a Customer requests a special or unique arrangement which may include installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this tariff, the Company may, at its option and in its sole discretion, provide the requested Services. Appropriate recurring and/or nonrecurring charges and other terms and conditions will be developed for the Customer for such arrangements.

**2.9 Termination or Discontinuance of Service**

2.9.1 In the event that the Customer fails to remit any owed payment for more than thirty (30) days beyond the date the bill was first rendered for payment, or upon a violation of any of the terms and conditions governing the provision of Service hereunder, the Company may, upon five (5) working days written notice to the Customer, discontinue Service to the Customer. The Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this tariff.

2.9.2 The Company reserves the right to discontinue the provision of Service or billing options when necessitated by conditions beyond its reasonable control.

2.9.3 Services may be discontinued by the Company, without notice to the Customer, by blocking traffic to or from certain cities, or NXX exchanges, or by blocking calls using certain PINs such as calling card codes, when the Company deems it necessary to take such action to prevent unlawful use of its Services. The Company will restore such Service as soon as it can be provided without undue risk.

2.9.4 Without incurring any liability, the Company may discontinue the provision of Services to a Customer immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services. VCOM.COM may suspend or terminate service without notice if it reasonably suspects fraudulent use of its services.

2.9.5 The discontinuance of Service by the Company pursuant to this Section does not relieve the Customer of its obligations to pay the Company for charges due and owing for Services furnished up to the time of discontinuance.

2.9.6 The remedies available to the Company as set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under law or equity.

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- 2.9.7 Except as otherwise provided in the tariff or as specified in writing by the party entitled to receive Service, notices may be given in writing to the persons whose names and business addresses appear on the executed Service order.
- 2.9.8 The Customer must notify the Company of its desire to cancel Service, but such notice must be provided in writing only if the Customer specifically requested to do so by the Company. In all other instances, the Customer may cancel Service by making such a request orally to an appropriate Company representative.

**2.10 Other Terms and Conditions**

- 2.10.1 The provision of Service by the Company will not create a partnership or joint venture between the Company and the Customer nor result in joint service offerings to their respective customers.
- 2.10.2 A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion or publication of the Customer without the prior written approval of the Company.
- 2.10.3 If an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with a Service, that entity's charges may, at the Company's option, be passed through to the Customer.
- 2.10.4 In the event suit is brought, or an attorney is retained by the Company, to enforce the terms of this tariff, the Company shall be entitled to recover, in addition to any other available remedy, reimbursement for reasonable attorneys' fees, court costs, costs for investigation and other related expenses incurred in connection therewith.
- 2.10.5 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions set forth herein shall remain at all times in full force and effect until modified in writing.

**3.0 LIABILITY AND LIMITATIONS**

- 3.1 The Company's liability, if any, for its willful misconduct is not limited by this tariff. With regard to any other claim or suit, except as specifically provided for in this Section, the Company shall not be liable to the Customer or any other person or entity, for damages arising out of or in connection with the provision of Service under this tariff. Where the Company has specifically accepted liability

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under this Section, the Company's entire liability to the Customer for damages arising out of or in connection with the provision of Service shall be limited to a credit on the Customer's bill in an amount not to exceed the charge attributable to the quantity of Service not provided.

- 3.2 The Company's liability to the Customer shall be limited to a credit of the rates, fees or charges set forth herein, on a prorated basis, for the quantity of Service not provided. The Company shall not be liable to the Customer for damages resulting from any cause or causes beyond the reasonable control of the Company, including, but not limited to: damages resulting from disruption or loss of transmissions; acts of God, fire, vandalism, cable cut, national emergencies, insurrections, riots, or war; strikes, lockouts, work stoppages by labor organizations or other labor difficulties, supplier failures, shortages, breaches or delays; weather-related catastrophes; or damages resulting from any law, order, regulation, request or other governmental action by any government having jurisdiction or authority over the Company, including, but not limited to, the United States government, the Commission, any state or local government, foreign governments or any other civilian or military authority.
- 3.3 Capacity and/or Services may be temporarily interrupted, limited or unavailable due to: technological limitations of the equipment and/or facilities; certain transmission limitations such as atmospheric interference; or interruptions due to equipment modifications, upgrades, relocations, repairs, and similar activities necessary for the proper of improved operation of the Company. To the extent that the occurrence and scheduling of such activities, interruptions, limitations or unavailabilities are within the Company's control, the Company shall attempt to schedule such activities so as not to interfere with the Customer's activities, and shall give prior notice to the Customer. To the extent that such activities occur, the Company's liability to the Customer shall be limited to a credit of the rates, fees or charges set forth herein, on a prorated basis, for the quantity of Service interrupted. It shall be the obligation of the Customer to notify the Company of any service interruption for which a credit is desired.
- 3.4 EXCEPT AS SET FORTH IN THIS SECTION 3, THE COMPANY SHALL HAVE NO LIABILITY FOR ANY ACTUAL, CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER, WHETHER IN CONTRACT OR IN TORT, ARISING FROM ANY BREACH HEREUNDER OR FROM THE SERVICE PERSONNEL, EQUIPMENT OR FACILITIES PROVIDED HEREUNDER BY THE COMPANY, WHETHER OR NOT THE COMPANY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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**INTERLATA AND INTRASTATE TOLL COMMON CARRIER SERVICES**

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- 3.5 The Company is not liable for any act or omission of any other company or companies, including but not limited to any Local Exchange Carrier, providing a portion of the Service, facilities or equipment associated with such Service.
- 3.6 All or any portion of the Service may be provided over facilities of third parties, and the Company shall not be liable to the Customer or to any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties. There shall be no credits for any outage caused by fault or negligence of the Customer or the Customer's equipment, nor for the fault or negligence of third party carriers or their equipment.
- 3.7 The Customer shall indemnify and hold harmless the Company and its affiliated entities and their respective directors, officers, employees, representatives, agents and successors from and against any and all claims, liabilities, suits, damages, obligations, costs and/or expenses (including without limitation reasonable legal fees and expenses) arising out of or in connection with the programming provided by the Customer or the Customer's clients, the respective products or Services advertised or sold by the Customer or the Customer's clients, the Services provided hereunder and/or the use of the Company's facilities. In addition, the Company shall be indemnified and held harmless by the Customer from and against all loss, liability, damage and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement or copyright in connection with material transmitted over the Company's facilities.
- 3.8 Any notices, documents, statements or other writings required to be given hereunder, by either party, shall be in writing and shall be delivered by hand, facsimile, certified mail with return receipt, or other such method providing a receipt of delivery. Wherever a time period is specified herein with the respect to the giving of notice, such time period shall be deemed to commence on the business day of receipt of such notice.
- 3.9 With respect to the routing of calls by the Company to public safety answering points or municipal emergency Service providers, the Company'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 the Company's action, or failure to act, in routing the call; or (b) the sum of \$1,000.00.
- 3.10 In the event parties other than the Customer shall have use of the Services directly or indirectly through the Customer, the Customer agrees to forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to such use.

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**INTERLATA AND INTRASTATE TOLL COMMON CARRIER SERVICES**

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**4.0 SERVICE AVAILABILITY**

Subject to the conditions set forth elsewhere in this tariff, all interexchange common carrier services will be provided, upon reasonable request therefor, to anyone having a lawful requirement for such Service.

**5.0 SPECIAL PROMOTIONAL OFFERINGS**

5.1 The Company may from time to time engage in Special Promotional Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage. In all such cases, the rates charged will not exceed those specified in Section 6 of this tariff.

5.2 **VCOM.COM Rewards Program:** VCOM.COM customers in good standing are automatically enrolled in the VCOM.COM Rewards Program ("Program").

5.2.1 Customers enrolled in the Program will earn one Reward Point for each dollar spent on qualifying charges in eligible VCOM.COM services, unless specified otherwise. Qualifying VCOM.COM services include VCOM.LongDistance, VCOM.CallingCards, VCOM.Cellular, and VCOM.Paging. VCOM.Cellular Customers in good standing with the Company will receive 500 Reward Points after 90 days of service. VCOM.Paging Customers in good standing with the Company will receive 250 Reward Points after 90 days of service. Charges eligible to earn points are usage charges, monthly recurring charges, and service charges for qualifying VCOM.COM services after the deduction of all applicable credits and discounts. Eligible charges will be rounded up to the next dollar when total eligible charges include a fraction of \$.50 or more, and will be rounded down to the next dollar when they include a fractional dollar of \$.49 or less. Customers do not earn points for dollars spent on taxes, surcharges, the Universal Connectivity Charge, the Carrier Line Charge, and equipment charges. VCOM.COM may change the qualifying services at its sole discretion.

5.2.2. Reward Points have no cash value and may be redeemed only for merchandise or services from VCOM.COM. Redemption options and the use of Reward Points will be subject to further terms, conditions and restrictions specified by VCOM.COM. To be eligible to redeem Reward Points, all of the Customer's Service accounts must be in good standing. If Service accounts are not in good standing for a period of 30 days or more, all accumulated Reward Points are forfeited and enrollment in the Program will be discontinued.

5.2.3. VCOM.COM reserves the right to terminate the Program at any time, and Customers will cease earning points as of the date of said termination. Unredeemed Reward Points will

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expire 90 days after termination of the Program. Terminated customers will have 90 days from the date of termination to redeem Reward Points remaining in their Program account.

5.2.4. VCOM.COM, at its sole discretion, may modify, add or delete any of the Program terms, conditions, and benefits, in whole or in part, at any time with or without notice. The Program is subject to the terms and conditions of applicable VCOM.COM tariffs. This Program is subject to billing availability and cannot be combined with other VCOM.COM rewards programs and certain promotional offers.

**6.0 RATES (SCHEDULE OF CHARGES)****6.1 Miscellaneous**

6.1.1 All billing will be rounded up to the nearest penny for each call.

6.1.2 A late payment charge of 1.5% per month will be assessed on all unpaid balances that are more than thirty days old.

6.1.3 Customer will be limited to requesting two telephone numbers per directory assistance call.

**6.2 Special Rates for the Handicapped****6.2.1 Telecommunications Relay Service**

For intrastate toll calls received from a telecommunications relay service, the Company will discount these relay service calls by fifty (50) percent of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted sixty (60) percent of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

**6.2.2 Directory Assistance**

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

6.3 **VCOM.LongDistance State-to-State Rates:** VCOM.LongDistance state-to-state calls are billed at a rate of 6.5 cents per minute.

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INTERLATA AND INTRASTATE TOLL COMMON CARRIER SERVICES

6.4 **VCOM.LongDistance Intrastate Toll Rates:** VCOM.LongDistance intrastate toll calls are billed at the following rates:

<u>State</u>	<u>Abbrev</u>	<u>Rates</u>
Alabama	AL	\$0.20
Arkansas	AR	\$0.26
Arizona	AZ	\$0.50
California	CA	\$0.12
Colorado	CO	\$0.42
Connecticut	CT	\$0.15
District of Columbia	DC	N/A (Interstate rate: \$0.13)
Delaware	DE	\$0.12
Florida	FL	\$0.34
Georgia	GA	\$0.17
Iowa	IA	\$0.32
Idaho	ID	\$0.41
Illinois	IL	\$0.14
Indiana	IN	\$0.23
Kansas	KS	\$0.26
Kentucky	KY	\$0.17
Louisiana	LA	\$0.18
Massachusetts	MA	\$0.20
Maryland	MD	\$0.17
Maine	ME	\$0.58
Michigan	MI	\$0.16
Minnesota	MN	\$0.34
Missouri	MO	\$0.45
Mississippi	MS	\$0.23
Montana	MT	\$0.24
North Carolina	NC	\$0.41
North Dakota	ND	\$0.50
Nebraska	NE	\$0.55
New Hampshire	NH	\$0.28
New Jersey	NJ	\$0.35
New Mexico	NM	\$0.56
Nevada	NV	\$0.19
New York	NY	\$0.28
Ohio	OH	\$0.17
Oklahoma	OK	\$0.30
Oregon	OR	\$0.27
Pennsylvania	PA	\$0.31
Rhode Island	RI	\$0.35
South Carolina	SC	\$0.34
South Dakota	SD	\$0.46
Tennessee	TN	\$0.34
Texas	TX	\$0.52
Utah	UT	\$0.23
Virginia	VA	\$0.34
Vermont	VT	\$0.47
Washington	WA	\$0.30
Wisconsin	WI	\$0.18
West Virginia	WV	\$0.35
Wyoming	WY	\$0.39

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**INTERLATA AND INTRASTATE TOLL COMMON CARRIER SERVICES**

Outbound Off Shore \$0.4500  
Directory Assistance \$1 per call

**6.3 VCOM.LongDistance International Rates:** VCOM.LongDistance international calls are billed at the following rates:

<u>Country</u>	<u>Country Codes</u>	<u>Rates</u>
Afghanistan	93	\$1.04
Albania	355	\$0.42
Algeria	213	\$0.42
American Samoa	684	\$0.35
Andorra	376	\$0.29
Angola	244	\$0.39
Anguilla	1+264	\$0.50
Antarctica	672	\$0.37
Antigua Barbuda	1+268	\$0.51
Argentina	54	\$0.39
Argentina-Cell	5411/5414/54153/54156/54167/54193/54197/5420/ 5422/5426/5428/5430/5440/54414	\$0.59
Armenia	374	\$1.05
Aruba	297	\$0.36
Ascension Isle	247	\$0.85
Australia	61	\$1.13
Australia-Cell	6111/6114/6115/6116/6117/6118/6119/614/61500	\$0.24
Austria	43	\$0.16
Austria-Cell	43664/43663/43676/43699	\$0.31
Azerbaijan	994	\$0.55
Bahamas	1+242	\$0.18
Bahrain	973	\$0.72
Bangladesh	880	\$0.95
Barbados	1+246	\$0.53
Belarus	375	\$0.45
Belgium	32	\$0.16
Belgium-Cell	3217/3218/3245/3247/3249/3270/3272/3273/3275/3277/ 3290/3295	\$0.25
Belize	501	\$0.68
Benin	229	\$0.60
Bermuda	1+441	\$0.21
Bhutan	975	\$0.63
Bolivia	591	\$0.65
Bosnia/Herz...	387	\$0.41
Botswana	267	\$0.32
Brazil	55	\$0.29
Brazil-Cell	55664	\$0.51
British Virgin Is.	1+284	\$0.44
Brunei	673	\$0.49
Bulgaria	359	\$0.42
Burkina Faso	226	\$0.56
Burundi	257	\$0.86
Cambodia	855	\$1.11

**ISSUED:**  
April 26, 2000

**ISSUED BY:**  
Steven Dresner, CEO  
VCOM.COM Corporation  
210 East 49<sup>th</sup> Street  
3<sup>rd</sup> Floor  
New York, NY 10017

**EFFECTIVE:**  
\_\_\_\_\_, \_\_\_, 2000

INTERLATA AND INTRASTATE TOLL COMMON CARRIER SERVICES

Cameroon	237	\$0.70
Canada	1	\$0.14
Canary Island		\$0.17
Cape Verde	238	\$0.63
Cayman Islands	1+345	\$0.30
Cent. African Rep.	236	\$1.05
Chad	235	\$1.12
Chile	56	\$0.24
China	86	\$0.46
China-Cell	86-13	\$0.52
Christmas Island	6724	\$0.37
Cocos Island	61+8+9162	\$0.13
Colombia	57	\$0.38
Colombia-Cell	573	\$0.48
Comoros	269	\$0.87
Congo	242	\$0.65
Cook Island	682	\$1.21
Costa Rica	506	\$0.27
Costa Rica-Cell	506283/506284/5063	\$1.11
Croatia	385	\$0.35
Cuba	53	\$1.10
Cyprus	357	\$0.42
Czech Rep	420	\$0.31
Denmark	45	\$0.16
Denmark-Cell	45-20/21/22/26/28/30/40	\$0.32
Diego Garcia	246	\$0.51
Djibouti	253	\$0.88
Dominica	1+767	\$0.58
Dominican Rep	1+809	\$0.24
Ecuador	593	\$0.44
Ecuador-Cell	593-9	\$0.72
Egypt	20	\$0.78
El Salvador	503	\$0.54
El Salvador-Cell	5038	\$0.71
Equatorial Guinea	240	\$1.00
Eritrea	291	\$1.48
Estonia	372	\$0.33
Ethiopia	251	\$1.19
Faeroes Island	298	\$0.35
Falkland Islands	500	\$1.06
Fiji	679	\$0.89
Finland	358	\$0.18
France	33	\$0.11
France-Cell	33-6	\$0.44
French Antilles	596	\$0.42
French Guiana	594	\$0.47
French Polynesia	689	\$0.59
Gabon	241	\$0.75
Gambia	220	\$0.71
Georgia	995	\$0.54
Germany	49	\$0.10
Germany-Cell	4916/4917	\$0.26
Ghana	233	\$0.50
Gibraltar	350	\$0.31
Greece	30	\$0.32
Greenland	299	\$0.33

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\_\_\_\_\_, \_\_, 2000

INTERLATA AND INTRASTATE TOLL COMMON CARRIER SERVICES

Grenada	1+473	\$0.59
Guadeloupe	590	\$0.40
Guam	1+671	\$0.17
Guantanamo	5399	\$1.10
Guatemala	502	\$0.39
Guinea - Bissau	245	\$0.80
Guinea Republic	224	\$0.48
Guyana	592	\$0.88
Haiti	509	\$0.62
Honduras	504	\$0.66
Hong Kong	852	\$0.20
Hong Kong-Cell	8522/8529	\$0.65
Hungary	36	\$0.32
Iceland	354	\$0.20
India	91	\$0.77
Indonesia	62	\$0.49
INMARSAT-AOR		\$6.91
INMARSAT-IOR		\$6.93
INMARSAT-POR		\$6.16
INMARSAT-WAT		\$6.16
Iran	98	\$0.86
Iraq	964	\$1.25
Ireland	353	\$0.14
Ireland-Cell	35386/35387/35388/35389	\$0.22
Iridium (6)		\$9.38
Iridium (7)		\$4.72
Israel	972	\$0.19
Israel-Cell	9725	\$0.25
Italy	39	\$0.16
Italy-Cell	39330/39335/39336/39337/39338/39347/39348/39360/ 39368	\$0.30
Ivory Coast	225	\$1.17
Jamaica	1+876	\$0.65
Japan	81	\$0.17
Japan - Tokyo	81-3	\$0.14
Japan-Cell	8110/8120/8140/8150/8160/8170/8180/ 8190	\$0.26
Jordan	962	\$0.78
Kazakhstan	731/732/733	\$0.54
Kenya	254	\$0.67
Kiribati	686	\$0.92
Korea, North	850	\$5.84
Korea, South	82	\$0.22
Korea, South-Cell	821/8227	\$0.34
Kuwait	965	\$0.77
Kyrgyzstan	996	\$1.69
Laos	856	\$0.88
Latvia	371	\$0.42
Lebanon	961	\$0.72
Lebanon-Cell	9613	\$1.64
Lesotho	266	\$0.54
Liberia	231	\$0.60
Libya	218	\$0.39
Liechtenstein	4175	\$0.12
Lithuania	370	\$0.51
Luxembourg	352	\$0.18

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**INTERLATA AND INTRASTATE TOLL COMMON CARRIER SERVICES**

---

Macau	853	\$0.39
Macedonia	389	\$0.52
Madagascar	261	\$1.02
Malawi	265	\$0.48
Malaysia	60	\$0.26
Maldives	960	\$0.94
Mali	223	\$0.98
Malta	356	\$0.24
Marshall Islands	692	\$0.51
Mauritania	222	\$0.69
Mauritius	230	\$0.90
Mayotte Island	269	\$0.53
Mexico	52	\$0.30
Micronesia	691	\$0.73
Moldova	373	\$0.50
Monaco	377	\$0.20
Mongolia	976	\$0.97
Montserrat	1+664	\$0.73
Morocco	212	\$0.58
Morocco-Cell	212	\$0.97
Mozambique	258	\$0.47
Myanmar (Burma)	95	\$1.55
Namibia	264	\$0.34
Nauru	674	\$0.88
Nepal	977	\$1.06
Neth Antilles	599	\$0.42
Netherlands	31	\$0.12
Netherlands-Cell	31-65	\$0.23
Nevis	1+869	\$0.58
New Caledonia	687	\$0.72
New Zealand	64	\$0.16
New Zealand-Cell	64	\$0.20
Nicaragua	505	\$0.58
Niger	227	\$0.71
Nigeria	234	\$0.86
Niue	683	\$3.01
Norfolk Island		\$0.37
Norway	47	\$0.16
Norway-Cell	4790/4792/4784	\$0.32
Oman	968	\$0.72
Pakistan	92	\$0.77
Palau	680	\$0.32
Panama	507	\$0.61
Panama-Cell	5076	\$1.11
Papua New Guinea	675	\$0.39
Paraguay	595	\$0.64
Peru	51	\$0.47
Peru-Cell	51246/51346/51446/51456/51646/51746/51846/ 51946	\$0.64
Philippines	63	\$0.37
Poland	48	\$0.34
Portugal	351	\$0.25
Puerto Rico	1+787	\$0.20
Qatar	974	\$0.74
Reunion Island	262	\$0.49
Romania	40	\$0.50

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INTERLATA AND INTRASTATE TOLL COMMON CARRIER SERVICES

Russia	7	\$0.42
Rwanda	250	\$1.00
Saipan	670	\$0.12
San Marino	378	\$0.31
Sao Tome/Principe	239	\$1.19
Saudi Arabia	966	\$0.83
Senegal	221	\$0.97
Seychelles	248	\$1.15
Sierra Leone	232	\$0.95
Singapore	65	\$0.25
Slovakia	421	\$0.39
Slovenia	386	\$0.47
Solomon Islands	677	\$0.75
Somalia	252	\$0.90
South Africa	27	\$0.46
Spain	34	\$0.22
Spain-Cell	34607/34606/34608/34609/34610/34616/34617/34619/ 34629/34630/34639/34649/ 34670/34689	\$0.26
Sri Lanka	94	\$0.95
St. Helena	290	\$1.14
St. Kitts	1869	\$0.49
St. Lucia	1+758	\$0.55
St. Vincent	1+784	\$0.69
St. Pierre/Miq.	508	\$0.20
Sudan	249	\$0.55
Suriname	597	\$0.72
Swaziland	268	\$0.32
Sweden	46	\$0.14
Sweden-Cell	4610/4670/4673	\$0.23
Switzerland	41	\$0.12
Switzerland-Cell	4177/4179	\$0.45
Syria	963	\$1.26
Taiwan	886	\$0.32
Taiwan-Cell	8869	\$0.67
Tajikistan	992	\$0.46
Tanzania	255	\$0.64
Thailand	66	\$0.53
Togo	228	\$0.90
Tonga	676	\$0.91
Trinidad/Tobago	1+868	\$0.60
Tunisia	216	\$0.47
Turkey	90	\$0.46
Turkey-Cell	905	\$0.46
Turkmenistan	993	\$0.65
Turks and Caicos	1+649	\$0.57
Tuvalu	688	\$0.93
U.K.-Cell	442/443/444/445/446/447/448/449	\$0.26
Uganda	256	\$0.46
Ukraine	380	\$0.43
United Kingdom	44-1	\$0.11
United Arab Emirates	971	\$0.48
Uruguay	598	\$0.53
US Virgin Islands	1+340	\$0.20
USA	1	\$0.12
USA - Alaska	1+907	\$0.20

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**INTERLATA AND INTRASTATE TOLL COMMON CARRIER SERVICES**

USA - Hawaii	1+808	\$0.20
Uzbekistan	998	\$0.67
Vanuatu	678	\$3.31
Vatican City	379	\$0.30
Vene-Cell	5814/5816	\$1.11
Venezuela	58	\$0.38
Vietnam	84	\$1.15
Wallis and Futuna	681	\$2.40
Western Samoa	685	\$0.88
Yemen	967	\$0.85
Yugoslavia	381	\$0.52
Zaire	243	\$0.79
Zambia	260	\$0.55
Zanzitar		\$1.56
Zimbabwe	263	\$0.42

**6.4 VCOM.CallingCard Rates:** Both pre-paid and post-paid VCOM.CallingCard calls are billed in increments of one minute and are rounded up to the nearest minute. VCOM.CallingCard calls terminating outside of the contiguous United States will incur a call connect fee of \$0.50 per call. VCOM.CallingCard calls terminating within the contiguous United States incur a call connect fee of \$0.25 per call. All VCOM.CallingCard calls to a toll-free number placed from a payphone will incur a \$0.24 connect fee. The specific rates to different locations are provided below.

**VCOM.CallingCard: Pre-paid Calling Cards**

<u>Country</u>	<u>Country Codes</u>	<u>Rates</u>
Afghanistan	93	\$1.20
Albania	355	\$0.38
Algeria	213	\$0.46
American Samoa	684	\$0.34
Andorra	376	\$0.28
Angola	244	\$0.44
Anguilla	1+264	\$0.57
Antarctica	672	\$0.40
Antigua Barbuda	1+268	\$0.59
Arg-Buenos Aires	54-1	\$0.24
Argentina	54	\$0.40
Argentina-Cell	5411/5414/54153/54156/54167/54193/54197/5420/ 5422/5426/5428/5430/5440/54414	\$0.94
Armenia	374	\$0.62
Aruba	297	\$0.39
Ascension Isle	247	\$0.96
Australia	61	\$1.14
Australia-Cell	6111/6114/6115/6116/6117/6118/6119/614/61500	\$0.32
Austria	43	\$0.18
Austria-Cell	43664/43663/43676/43699	\$0.50
Azerbaijan	994	\$0.57
Bahamas	1+242	\$0.20
Bahrain	973	\$0.73
Bangladesh	880	\$0.92
Barbados	1+246	\$0.60
Belarus	375	\$0.51

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\_\_\_\_\_, \_\_, 2000

## INTERLATA AND INTRASTATE TOLL COMMON CARRIER SERVICES

Belgium	32	\$0.16
Belgium-Cell	3217/3218/3245/3247/3249/3270/3272/3273/3275/3277/ 3290/3295	\$0.36
Belize	501	\$0.71
Benin	229	\$0.73
Bermuda	1+441	\$0.30
Bhutan	975	\$0.64
Bolivia	591	\$0.70
Bosnia/Herz...	387	\$0.45
Botswana	267	\$0.35
Brazil	55	\$0.33
Brazil - Sao Paulo	55-11	\$0.22
Brazil- Rio	55-21	\$0.24
Brazil-Cell	55664	\$0.94
British Virgin Is.	1+284	\$0.43
Brunei	673	\$0.46
Bulgaria	359	\$0.45
Burkina Faso	226	\$0.72
Burundi	257	\$0.78
Cambodia	855	\$1.26
Cameroon	237	\$0.92
Canada	1	\$0.14
Cape Verde	238	\$0.64
Cayman Islands	1+345	\$0.40
Cent. African Rep.	236	\$1.15
Chad	235	\$1.44
Chile	56	\$0.26
China	86	\$0.45
China-Cell	86-13	\$1.08
Christmas Island	6724	\$0.39
Cocos Island	61+8+9162	\$0.32
Colo-Armenia	57-674	\$0.43
Colo-Barranquilla	57-53	\$0.28
Colo-Bogota	57-10	\$0.20
Colo-Cali	5723	\$0.25
Colo-Cell	573	\$0.94
Colombia	57	\$0.43
Colo-Medellin	5742	\$0.23
Colo-Palmira	57-2-27	\$0.35
Colo-Pereira	57-6-32	\$0.34
Comoros	269	\$0.87
Congo	242	\$0.77
Cook Island	682	\$1.50
Costa Rica	506	\$0.28
Costa Rica-Cell	506283/506284/5063	\$1.11
Croatia	385	\$0.44
Cuba	53	\$0.99
Cyprus	357	\$0.39
Czech Rep	420	\$0.36
Denmark	45	\$0.14
Denmark-Cell	45-20/21/22/26/28/30/40	\$0.32
Diego Garcia	246	\$0.57
Djibouti	253	\$1.14
Dominica	1+767	\$0.63
Dominican Rep	1+809	\$0.26
Ecuador	593	\$0.45

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\_\_\_\_\_, \_\_, 2000

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**INTERLATA AND INTRASTATE TOLL COMMON CARRIER SERVICES**


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Ecuador - Quito	5932	\$0.32
Ecuador-Cell	593-9	\$1.11
Egypt	20	\$0.78
El Salvador	503	\$0.42
El Salvador-Cell	5038	\$1.11
Equatorial Guinea	240	\$0.88
Eritrea	291	\$1.32
Estonia	372	\$0.37
Ethiopia	251	\$1.25
Faeroes Island	298	\$0.39
Falkland Islands	500	\$0.51
Fiji	679	\$0.89
Finland	358	\$0.15
France	33	\$0.14
France - Paris	33-1	\$0.13
France-Cell	33-6	\$0.35
French Antilles	596	\$0.53
French Guiana	594	\$0.46
French Polynesia	689	\$0.62
Gabon	241	\$0.88
Gambia	220	\$0.62
Georgia	995	\$0.69
Germany	49	\$0.13
Germany-Cell	4916/4917	\$0.36
Ghana	233	\$0.57
Gibraltar	350	\$0.50
Greece	30	\$0.31
Greece-Athens	301	\$0.40
Greenland	299	\$0.40
Grenada	1+473	\$0.64
Guadeloupe	590	\$0.50
Guam	1+671	\$0.17
Guantanamo	5399	\$0.62
Guatemala	502	\$0.40
Guinea - Bissau	245	\$1.09
Guinea Republic	224	\$0.48
Guyana	592	\$0.93
Haiti	509	\$0.65
Honduras	504	\$0.68
Hong Kong	852	\$0.13
Hong Kong-Cell	8522/8529	\$0.40
Hungary	36	\$0.34
Iceland	354	\$0.24
India	91	\$0.90
India-Bombay	9122	\$0.88
India-Calcut	9133	\$0.92
India-Madras	9144	\$0.86
India-New Delhi	9111	\$0.80
Indonesia	62	\$0.52
INMARSAT-AAE	8711	\$8.55
INMARSAT-AAW	8741	\$8.55
INMARSAT-AIO	8731	\$8.55
INMARSAT-APO	8721	\$8.55
INMARSAT-BAE	8713	\$5.30
INMARSAT-BAW	8743	\$5.30
INMARSAT-BIO	8733	\$5.30

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INTERLATA AND INTRASTATE TOLL COMMON CARRIER SERVICES

INMARSAT-BPO	8723	\$5.30
INMARSAT-MAE	8716	\$5.30
INMARSAT-MAW	8746	\$5.30
INMARSAT-MIO	8736	\$5.30
INMARSAT-Mm IO	87376	\$3.56
INMARSAT-MmAE	87176	\$3.56
INMARSAT-MmAW	87476	\$3.56
INMARSAT-MmPO	87276	\$3.56
INMARSAT-MmWW	87076	\$3.56
INMARSAT-MPO	8726	\$5.30
Iran	98	\$0.97
Iraq	964	\$1.22
Ireland	353	\$0.14
Ireland-Cell	35386/35387/35388/35389	\$0.40
Israel	972	\$0.23
Israel-Cell	9725	\$0.60
Italy	39	\$0.17
Italy-Cell	39330/39335/39336/39337/39338/39347/39348/39360/ 39368	\$0.47
Ivory Coast	225	\$1.06
Jamaica	1+876	\$0.67
Japan	81	\$0.17
Japan - Nagoya	81-52	\$0.16
Japan - Osaka	81-6	\$0.16
Japan - Tokyo	81-3	\$0.16
Japan-Cell	8110/8120/8140/8150/8160/8170/8180/ 8190	\$0.50
Jordan	962	\$0.83
Kazakhstan	731/732/733	\$0.62
Kenya	254	\$0.75
Kiribati	686	\$1.14
Korea, North	850	\$0.69
Korea, South	82	\$0.20
Korea, South-Cell	821/8227	\$0.50
Kuwait	965	\$0.82
Kyrgyzstan	996	\$0.62
Laos	856	\$0.97
Latvia	371	\$0.46
Lebanon	961	\$0.82
Lebanon-Cell	9613	\$1.64
Lesotho	266	\$0.51
Liberia	231	\$0.57
Libya	218	\$0.40
Liechtenstein	4175	\$0.25
Lithuania	370	\$0.50
Luxembourg	352	\$0.20
Macau	853	\$0.50
Macedonia	389	\$0.49
Madagascar	261	\$1.12
Malawi	265	\$0.51
Malaysia	60	\$0.26
Maldives	960	\$0.88
Mali	223	\$1.01
Malta	356	\$0.30
Marshall Islands	692	\$0.55
Mauritania	222	\$0.80

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**INTERLATA AND INTRASTATE TOLL COMMON CARRIER SERVICES**


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Mauritius	230	\$1.00
Mayotte Island	269	\$0.64
Mexico	52	\$0.36
Mexico Band1	52	\$0.25
Mexico Band2	52	\$0.28
Mexico Band3	52	\$0.29
Mexico Band4	52	\$0.29
Mexico Band5	52	\$0.30
Mexico Band6	52	\$0.30
Mexico Band7	52	\$0.29
Mexico Band8	52	\$0.30
Micronesia	691	\$0.88
Moldova	373	\$0.51
Monaco	377	\$0.23
Mongolia	976	\$0.96
Montserrat	1+664	\$0.78
Morocco	212	\$0.60
Mozambique	258	\$0.62
Myanmar (Burma)	95	\$1.06
Namibia	264	\$0.44
Nauru	674	\$1.06
Nepal	977	\$1.03
Neth Antilles	599	\$0.44
Neth-Amsterdam	3120	\$0.12
Netherlands	31	\$0.12
Netherlands-Cell	31-65	\$0.39
Nevis	1+869	\$0.66
New Caledonia	687	\$0.58
New Zealand	64	\$0.16
Nicaragua	505	\$0.62
Niger	227	\$0.65
Nigeria	234	\$0.88
Niue	683	\$1.32
Norway	47	\$0.15
Norway-Cell	4790/4792/4784	\$0.32
Oman	968	\$0.83
Pakistan	92	\$0.95
Palau	680	\$1.02
Panama	507	\$0.64
Panama-Cell	5076	\$1.11
Papua New Guinea	675	\$0.40
Paraguay	595	\$0.70
Peru	51	\$0.59
Peru - Lima	51-14	\$0.47
Peru-Cell	51246/51346/51446/51456/51646/51746/51846/ 51946	\$1.11
Philippines	63	\$0.41
Phil-Manila	63-2	\$0.41
Poland	48	\$0.41
Portugal	351	\$0.32
Puerto Rico	1+787	\$0.15
Qatar	974	\$0.88
Reunion Island	262	\$0.51
Romania	40	\$0.53
Russia	7	\$0.40
Russia-Moscow	7-095	\$0.18

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**EFFECTIVE:**

\_\_\_\_, \_\_, 2000

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**INTERLATA AND INTRASTATE TOLL COMMON CARRIER SERVICES**


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Russia-St Pete	7-812	\$0.26
Russ-MoscowOV	7501/7502	\$0.56
Rwanda	250	\$1.08
S.A.-Johannesburg	27-11	\$0.41
Saipan	670	\$0.21
San Marino	378	\$0.39
Sao Tome/Principe	239	\$1.25
Saudi Arabia	966	\$0.85
Senegal	221	\$1.10
Seychelles	248	\$1.10
Sierra Leone	232	\$1.11
Singapore	65	\$0.26
Slovakia	421	\$0.40
Slovenia	386	\$0.34
Solomon Islands	677	\$0.83
Somalia	252	\$0.87
South Africa	27	\$0.53
Spain	34	\$0.26
Spain - Barcelona	34-3	\$0.22
Spain - Madrid	34-1	\$0.26
Spain-Cell	34607/34606/34608/34609/34610/34616/34617/34619/ 34629/34630/34639/34649/ 34670/34689	\$0.67
Sri Lanka	94	\$0.88
St. Helena	290	\$0.83
St. Kitts	1869	\$0.54
St. Lucia	1+758	\$0.65
St. Vincent	1+784	\$0.64
St.Pierre/Miq.	508	\$0.40
Sudan	249	\$0.56
Suriname	597	\$0.78
Swaziland	268	\$0.35
Sweden	46	\$0.12
Sweden-Cell	4610/4670/4673	\$0.23
Switzerland	41	\$0.14
Switzerland-Cell	4177/4179	\$0.80
Syria	963	\$0.71
Taiwan	886	\$0.22
Taiwan-Cell	8869	\$0.67
Tajikistan	992	\$0.70
Tanzania	255	\$0.64
Thailand	66	\$0.52
Togo	228	\$1.10
Tonga	676	\$1.13
Trinidad/Tobago	1+868	\$0.76
Tunisia	216	\$0.55
Turkey	90	\$0.35
Turkey-Cell	905	\$1.11
Turkmenistan	993	\$0.65
Turks and Caicos	1+649	\$0.60
Tuvalu	688	\$1.25
U.K.-Cell	442/443/444/445/446/447/448/449	\$0.32
Uganda	256	\$0.50
Ukraine	380	\$0.47
United Kingdom	44-1	\$0.12
UnitedArabEmirates	971	\$0.53

**ISSUED:**

April 26, 2000

**ISSUED BY:**

Steven Dresner, CEO  
VCOM.COM Corporation  
210 East 49<sup>th</sup> Street  
3<sup>rd</sup> Floor  
New York, NY 10017

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\_\_\_\_, \_\_, 2000

**INTERLATA AND INTRASTATE TOLL COMMON CARRIER SERVICES**

Uruguay	598	\$0.62
US Virgin Islands	1+340	\$0.16
USA	1	\$0.12
USA - Alaska	1+907	\$0.16
USA - Hawaii	1+808	\$0.16
Uzbekistan	998	\$0.57
Vanuatu	678	\$1.03
Vatican City	379	\$0.30
Vene-Caracas	58-2	\$0.26
Venc-Cell	5814/5816	\$1.11
Venezuela	58	\$0.42
Vietnam	84	\$1.27
Wallis and Futuna	681	\$0.57
Western Samoa	685	\$0.88
Yemen	967	\$1.11
Yugoslavia	381	\$0.47
Zaire	243	\$0.76
Zambia	260	\$0.80
Zimbabwe	263	\$0.49

**II. VCOM.CallingCards: Post Paid Calling Cards**

<u>COUNTRY</u>	<u>COUNTRY CODES</u>	<u>RATES</u>
Afghanistan	93	\$2.67
Albania	355	\$1.25
Algeria	213	\$1.25
American Samoa	684	\$1.08
Andorra	376	\$0.95
Angola	244	\$1.17
Anguilla	1264	\$1.43
Antarctica - Casey	672	\$1.12
Antarctica - Scott	672	\$1.12
Antigua/Barbuda	1268	\$1.44
Argentina	54	\$1.41
Argentina (Cellular)	54(C)	\$2.11
Armenia	374	\$2.69
Aruba	297	\$1.09
Ascension Island	247	\$2.22
Australia	61	\$0.57
Australia (Cellular)	61(14-19,41)	\$0.82
Austria	43	\$0.72
Azerbaijan	994	\$1.54
Bahamas	1242	\$0.69
Bahrain	973	\$1.93
Bangladesh	880	\$2.47
Barbados	1246	\$1.50
Belarus	375	\$1.31
Belgium	32	\$0.62
Belgium (Cellular)	32(C)	\$0.87
Belize	501	\$1.84
Benin	229	\$1.66
Bermuda	1441	\$0.76
Bhutan	975	\$1.72
Bolivia	591	\$1.69

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**INTERLATA AND INTRASTATE TOLL COMMON CARRIER SERVICES**


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Bosnia-Herzegovina	387	\$1.23
Botswana	267	\$1.00
Brazil	55	\$1.01
Brazil (Cellular)	55(119)	\$1.31
British Virgin Islands	1284	\$1.27
Brunei	673	\$1.40
Bulgaria	359	\$1.23
Burkino Faso	226	\$1.56
Burma/Myanmar	95	\$3.85
Burundi	257	\$2.25
Cambodia	855	\$2.83
Cameroon	237	\$1.89
Canary Island	34	\$0.77
Cape Verde Islands	238	\$1.72
Cayman Islands	1345	\$0.95
Central African Republic	236	\$2.69
Chad Republic	235	\$2.84
Chile	56	\$0.82
China Prc	86	\$1.32
China (Cellular)	86(13)	\$1.47
Christmas Island	672	\$1.12
Cocos-Kelling Island	61	\$0.57
Colombia (Cellular)	57(3)	\$1.47
Colombia	57	\$1.16
Congo Republic	242	\$1.77
Cook Islands	682	\$3.06
Costa Rica	506	\$0.90
Croatia	385	\$1.08
Cuba	53	\$2.82
Cyprus	357	\$1.25
Czech Republic	42	\$0.99
Denmark	45	\$0.65
Diego Garcia	246	\$1.45
Djibouti Republic	253	\$2.30
Dominica	1767	\$1.61
Dominican Republic	1809	\$0.83
Dominican Republic (Audiotext)	1474	\$0.91
Ecuador (Cellular)	593(9)	\$1.92
Ecuador	593	\$1.29
Egypt	20	\$2.06
El Salvador (Cellular)	503(8)	\$1.92
El Salvador	503	\$1.52
Equatorial Guinea Republic	240	\$2.58
Eritrea	291	\$3.69
Estonia	372	\$1.03
Ethiopia	251	\$3.01
Faeroe Islands	298	\$1.09
Falkland Islands	500	\$2.72
Fiji Islands	679	\$2.32
Finland	358	\$0.68
France	33	\$0.57
France (Cellular)	33(6)	\$0.87
French Polynesia	689	\$1.62
French Guiana	594	\$1.36
Gabon Republic	241	\$2.01
Gambia	220	\$1.92

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**INTERLATA AND INTRASTATE TOLL COMMON CARRIER SERVICES**


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Georgia	995	\$1.51
Germany (Cellular)	49(16-17)	\$1.10
Germany	49	\$0.56
Ghana	233	\$1.42
Gibraltar	350	\$0.99
Gilbert Island	686	\$2.38
Greece	30	\$1.00
Greenland	299	\$1.04
Grenada	1473	\$1.63
Guadeloupe	590	\$1.18
Guam	671	\$0.67
Guantanamo Bay	53	\$2.82
Guatemala	502	\$1.17
Guinea	224	\$1.37
Guinea Bissau	245	\$2.11
Guyana	592	\$2.31
Haiti	509	\$1.70
Honduras	504	\$1.79
Hong Kong	852	\$0.56
Hong Kong (Special Services)	852(X)	\$1.77
Hungary	36	\$1.01
Iceland	354	\$0.74
India	91	\$2.26
Indonesia	62	\$1.40
Inmarsat(AOR)	871	\$16.21
Inmarsat(IOR)	873	\$16.26
Inmarsat(POR)	872	\$14.49
Inmarsat(WAT)	874	\$14.49
Iran	98	\$2.24
Iraq	964	\$3.16
Ireland	353	\$0.65
Ireland (Cellular)	353(86-88)	\$0.84
Iridium (6)	881(6)	\$21.91
Iridium (7)	881(7)	\$11.17
Israel	972	\$0.71
Israel (Cellular)	972(5)	\$0.84
Italy (Cellular)	39(33-36)	\$0.80
Italy	39	\$0.68
Ivory Coast	225	\$2.97
Jamaica	1876	\$1.76
Japan	81	\$0.67
Japan (Cellular)	81(x0's)	\$0.87
Japan - Tokyo	81(3)	\$0.59
Jordan	962	\$2.07
Kazakhstan	7	\$1.51
Kenya	254	\$1.82
Kiribati	686	\$2.38
Kuwait	965	\$2.05
Kyrgyzstan	996	\$4.17
Laos	856	\$2.30
Latvia	371	\$1.23
Lebanon	961	\$1.92
Lesotho	266	\$1.51
Liberia	231	\$1.66
Libya	218	\$1.17
Liechtenstein	41	\$0.60

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**INTERLATA AND INTRASTATE TOLL COMMON CARRIER SERVICES**


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Lithuania	370	\$1.45
Luxembourg	352	\$0.69
Macao	853	\$1.18
Macedonia	389	\$1.47
Madagascar	261	\$2.63
Malawi	265	\$1.38
Malaysia	60	\$0.88
Maldives, Republic of	960	\$2.44
Mali Republic	223	\$2.54
Malta Republic	356	\$0.82
Marshall Islands	692	\$1.45
Martinique/French Antilles	596	\$1.23
Mauritania	222	\$1.87
Mauritius	230	\$2.34
Mayotte Island (Comoros)	269	\$1.48
Micronesia	691	\$1.95
Moldava	373	\$1.43
Monaco	377	\$0.73
Mongolia	976	\$2.51
Montserrat	1664	\$1.94
Morocco	212	\$1.61
Mozambique	258	\$1.34
Namibia	264	\$1.05
Nauru	674	\$2.30
Nepal	977	\$2.71
Netherlands Antilles	599	\$1.24
Netherlands (Cellular)	31(6,9)	\$0.69
Netherlands	31	\$0.60
Nevis	1869	\$1.60
New Caledonia	687	\$1.92
New Zealand (Cellular)	64(21-29)	\$0.72
New Zealand	64	\$0.63
Nicaragua	505	\$1.62
Niger Republic	227	\$1.92
Nigeria	234	\$2.26
Niue Island	683	\$7.22
Norfolk Island	672	\$1.12
North Korea	850	\$13.76
Norway	47	\$0.63
Oman	968	\$1.93
Pakistan	92	\$2.36
Palau Republic	680	\$1.01
Panama	507	\$1.67
Papua New Guinea	675	\$1.16
Paraguay	595	\$1.75
Peru	51	\$1.44
Philippines	63	\$1.13
Poland	48	\$1.06
Portugal	351	\$0.89
Qatar	974	\$1.98
Reunion Island	262	\$1.39
Romania	40	\$1.41
Russia	7	\$1.24
Rwanda	250	\$2.58
Saipan	670	\$0.54
San Marino	378	\$0.99

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## INTERLATA AND INTRASTATE TOLL COMMON CARRIER SERVICES

Sao Tome	239	\$3.02
Saudi Arabia	966	\$2.19
Senegal	221	\$2.51
Seychelles Island	248	\$2.91
Sierra Leone	232	\$2.46
Singapore	65	\$0.85
Slovakia	421	\$1.17
Slovenia	386	\$1.35
Solomon Islands	677	\$1.99
Somalia	252	\$2.35
South Korea (Cellular)	82(1x)	\$1.06
South Korea	82	\$0.76
South Africa	27	\$1.32
Spain (Cellular)	34(6,96)	\$0.84
Spain	34	\$0.77
Sri Lanka	94	\$2.45
ST. Kitts	1869	\$1.40
ST. Lucia	1758	\$1.55
ST. Vincent & Grenadines	1784	\$1.86
ST. Helena	290	\$2.90
ST. Pierre & Miquelon	508	\$0.72
Sudan	249	\$1.54
Suriname	597	\$1.92
Swaziland	268	\$1.01
Sweden	46	\$0.59
Switzerland	41	\$0.60
Switzerland (Cellular)	41(C)	\$0.63
Syria	963	\$3.18
Taiwan	886	\$1.01
Tajikistan	992	\$1.33
Tanzania	255	\$1.74
Thailand	66	\$1.49
Togo Republic	228	\$2.35
Tonga Islands	676	\$2.37
Trinidad & Tobago	1868	\$1.66
Tunisia	216	\$1.35
Turkey	90	\$1.32
Turkey (Cellular)	90(5)	\$1.32
Turkmenistan	993	\$1.77
Turks & Caicos Islands	1649	\$1.57
Tuvalu	688	\$2.41
Uganda	256	\$1.32
Ukraine	380	\$1.26
United Arab Emirates	971	\$1.38
United Kingdom (Cellular)	44(2)	\$0.91
United States: To: AL/HI/USVI/P)011		\$0.72
United States (Continental)	011	\$0.38
United Kingdom	44	\$0.59
United States: From: AL/HI/USVI/PR)		
	011	\$0.72
Uruguay	598	\$1.49
Uzbekistan	998	\$1.86
Vanuatu Republic	678	\$7.91
Venezuela	58	\$1.16
Vietnam	84	\$2.92
Wallis & Futuna Island	681	\$5.81

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New York, NY 10017EFFECTIVE:

\_\_\_\_, \_\_, 2000

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INTERLATA AND INTRASTATE TOLL COMMON CARRIER SERVICES

Western Samoa	685	\$2.02
Yemen, Republic of	967	\$2.24
Yugoslavia & Serbia	381	\$1.47
Zaire	243	\$2.10
Zambia	260	\$1.53
Zanzibar	259	\$3.87
Zimbabwe	263	\$1.23

Off-Peak Rate

\*MEXICO

BAND #1	52	\$0.79
BAND #2	52	\$0.86
BAND #3	52	\$0.93
BAND #4	52	\$0.99
BAND #5	52	\$0.97
BAND #6	52	\$0.97
BAND #7	52	\$0.97
BAND #8	52	\$0.97
MEXICO CITY, MEXICO	52(5)	\$0.88

\*CANADA

CANADA	ALL	\$0.57
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New York, NY 10017

EFFECTIVE:  
\_\_\_\_, \_\_, 2000

VCOM.COM Corporation  
Application to offer Telecommunications Services  
Within the State of Florida

## **FINANCIAL STATEMENTS**

VCOM.COM Corporation (“VCOM.COM”) is in the process of finalizing its financial information and will promptly amend this application to submit a balance sheet, income statement and statement of retained earnings.

As these documents will show, VCOM.COM has sufficient financial capability to provide interexchange telecommunications service to Florida on a statewide basis. As much of this initial investment came from its founders and present shareholders, the value of the company will only continue to grow through a growing customer base and revenue generation as a result of the multiple telecommunications services to be provided. VCOM.COM has also explored financial growth through strategic alliances with communications providers, programming consultants and transaction processes. Such leading-edge partnerships ensure that VCOM.COM has more than sufficient financial capability to maintain the requested services in the State of Florida, as well as to meet its ownership obligations.

VCOM.COM Corporation  
Application to offer Telecommunications Services  
Within the State of Florida

**RESUMES OF MANAGEMENT AND TECHNICAL MANAGERS/EMPLOYEES**

Attached is information for key management and technical personnel of VCOM.COM Corporation.

## **Management**

VCOM.COM's founders include Steven Dresner and Robert Stark. Mr. Dresner and Mr. Stark account for the present executive management team and are responsible for implementing the Company's strategy.

### **Steven Dresner – Chief Executive Officer**

Mr. Dresner has extensive management experience in the telecommunications/computer telephony industry, an MBA in Finance, and a Graduate Certificate in Computer Communications and Networks from the Lubin School of Business. Mr. Dresner has also received a BS in Psychology from the George Washington University.

Prior to founding VCOM.COM, Mr. Dresner owned and operated a hardware/software company that specialized in Voice over Internet Protocol integration services. The company, Essl Technologies, Inc., was engaged in the business of reselling turnkey telephony gateway solutions developed by VocalTec Communications, Inc. Customers included telecommunications providers wishing to benefit from Internet telephony technologies. Annualized revenues were approximately \$1 million.

Mr. Dresner's experience also includes having been a Product Manager at VocalTec Communications, Inc. in Northvale, NJ. His responsibilities included managing VocalTec's Internet Telephony Gateway™ and Surf&Call™ applications. In addition to being published on a continuing basis in trade magazines, Mr. Dresner was also a key player in the development of VocalTec's Internet Telephony Service Provider (ITSP) program. This program has fostered the largest consortium of independent Telephony Gateway operators in the world.

Mr. Dresner's responsibilities at VCOM.COM include operations and sales with an emphasis on management of switching and computer facilities.

### **Robert Stark - President**

The Company's other founder is Robert Stark. Mr. Stark has held various sales positions in the Finance and Technology sectors. Most recently, he was a Major Account Manager at SkyTel Communications Corporation. SkyTel services Fortune 1000 clients by providing wireless communication solutions. Mr. Stark's clients included Time Warner, Credit Suisse First Boston, J&H Marsh McLennan, Viacom, UBS Swiss Bank and others. While employed by SkyTel, he

was consistently ranked as one of the top sales people in a nationwide sales force. He brings this expertise and his industry contacts to VCOM.COM.

Mr. Stark is also a part-time MBA candidate at New York University's Stern School of Business where he is pursuing a dual major in Finance and Management Information Systems. Mr. Stark has earned a BS in Finance from the University of Maryland.

Mr. Stark's primary responsibilities at VCOM.COM include sales and finance.

#### **Mark Drady – VP Sales and Marketing**

Prior to joining VCOM.COM, Mr. Drady was employed within the financial industry. He began his career with Citibank on their derivatives trading desk. There he analyzed commodities risk and executed trades. In his last position, Mr. Drady was employed by CIBC Oppenheimer's Private Banking Division. At CIBC Oppenheimer, he was responsible for the development of institutional and derivative clients specializing in money management and brokerage services. Mr. Drady earned a BS in International Business from the University of Arizona.

Mr. Drady's responsibilities at VCOM.COM include marketing with an emphasis on business development and management of the Affiliate Program.

#### **Amy Tranquillino – VP Operations**

Prior to joining VCOM.COM, Ms. Tranquillino was employed within the investment industry. Her experience ranges from conducting performance analysis to analyzing marketing strategies. Her most recent experience was as a senior marketing associate at Weiss, Peck & Greer, where she was responsible for the marketing analysis and strategy for the firm's traditional investments as well as private equity and venture capital products. Prior to that, Ms. Tranquillino was a senior financial analyst at Segal Advisors, a pension consulting firm, where she consulted to \$12 billion in invested assets. Her responsibilities included monitoring the performance of a large universe of money management firms and advising pension funds' Board of Trustees on their investments. Ms. Tranquillino has a BS in Business Administration with a concentration in Finance from the College of Charleston.

Ms. Tranquillino's responsibilities at VCOM.COM include internal operations and web site development.

### **Michael O'Hara – VP Internet Operations**

Mr. O'Hara's responsibilities include the development and maintenance of VCOM.COM's web site, switching and computing centers. His areas of expertise include Internet and Intranet development, database integration on the web and project/network management. Prior to his employ at VCOM.COM, Mr. O'Hara was Webmaster/Project Manager for Lerner New York, a women's apparel company. Past projects included Intranet/Internet development, Windows95 migration, SMS and enterprise backup systems. Mr. O'Hara received his MBA from Iona College in 1996, with a concentration in Information Systems. Mr. O'Hara also received a BS in Industrial Psychology and a Minor in Business Administration from the University at Buffalo.

### **Koichiro Kamoji – VP Webmaster**

Koichiro's web design experience includes a broad range of programming for such companies as Union Bank of Switzerland and Monte Carlo Hotels & Casinos. In addition, Koichiro is a faculty member at Parsons School of Design and teaches all aspects of multimedia and web site creation. His responsibilities at VCOM.COM include design, navigation development, and implementation of revisions to VCOM.COM's web site.

### **Jinghua Zhang – Database Engineer**

Jinghua is a programming and database engineer at VCOM.COM. Her responsibilities include database and web development. Jinghua's technical experience includes C/C++ programming, Oracle, Perl, HTML, Javascript and Java. In addition to her experience as a software engineer, she has designed and administered a FoxPro database. She is currently a graduating Master student in Computer Science at City College of New York.

### **I-Ren Chen – Network Engineer**

Ren has attained three graduate degrees in the fields of Computer Information Systems from Pace University, and both Molecular and Microbiology from New York University. He has developed database systems used in managing cellular communications for the New York City Department of Health and has also developed web sites and billing systems. He brings this expertise to VCOM.COM to assist in network engineering and management of Internet operations.

IRWIN, CAMPBELL & TANNENWALD, P.C.

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ORIGINAL

JASON S. ROBERTS  
(202) 728-0401 Ext. 128  
jroberts@ictpc.com

April 25, 2000

VIA FEDERAL EXPRESS

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Division of Records and Reporting  
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Tallahassee, Florida 32399-0850  
(850) 413-6770

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DATE

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APR 27 2003

000499-TI

RE: VCOM.COM CORPORATION

To Whom it May Concern:

On behalf of VCOM.COM Corporation, enclosed please find an original and six (6) copies of its Application for Authority to Provide Interexchange Telecommunications Service Between Points Within the State of Florida. Also enclosed is the appropriate filing fee in the amount of \$250.00.

Please acknowledge receipt of this filing by returning, file-stamped, the extra copy of the cover letter in the self addressed stamped envelope provided for that purpose.

Please direct any questions regarding this matter to the undersigned.

Respectfully submitted,

DOCUMENT NUMBER - DATE  
05153 APR 26 8  
FPSC-RECORDS/REPORTING

VCOM.COM CORPORATION  
210 E. 49TH ST., THIRD FLOOR  
NEW YORK, NY 10017

THE CHASE MANHATTAN BANK  
850 THIRD AVENUE  
NEW YORK, NY 10022  
1-2/210

1192

4/21/00

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FLORIDA PUBLIC SERVICE COMMISSION

\$ 250.00

Two hundred AND FIFTY 00/100

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Security features included  
Details on back

TWO SIGNATURES REQUIRED OVER \$5,000

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