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2000 OCT -3 PM 3:07

DIVISION OF
REGULATORY OVERSIGHT

October 2, 2000

VIA OVERNIGHT MAIL

Ms. Jackie Gilchrist
Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

001539-TP

Re: Notice of Empire Telecom Services, Inc.'s Name Change to LecStar Telecom, Inc.

Dear Ms. Gilchrist:

This letter serves to notify the Florida Public Service Commission ("Commission") that Empire Telecom Services, Inc. ("Empire"), which is certificated to provide alternative local exchange and interexchange telecommunications services in the State of Florida,¹ has changed its name to LecStar Telecom, Inc. Attached at Exhibit "A" is Empire's Amendment to its Application of a Foreign Corporation, which was filed with the Florida Secretary of State. In addition, attached at Exhibit "B" is Empire's interexchange tariff, which has been revised to reflect the name change.

Empire respectfully requests that the Commission amend its Certificates of Authority to reflect the name change from "Empire Telecom Services, Inc." to "LecStar Telecom, Inc."

Enclosed are the original and seven (7) copies of this letter and both of the exhibits attached hereto. Please file this letter and the exhibits in your usual fashion and return one (1) copy to us in the enclosed envelope.

¹ Empire Telecom Services, Inc.'s Application for a Certificate of Authority to Provide Alternative Local Exchange Telecommunications Services; Docket No. 991639-TX; Order No. PSC-00-0137-PAA-TX (issued Jan. 20, 2000); and Empire Telecom Services, Inc.'s Application for a Certificate of Authority to Provide Interexchange Telecommunications Services; Docket No. 991640-TI; Order No. PSC-00-0357-PAA-TI (issued Feb. 21, 2000).

DOCUMENT NUMBER-DATE

12749 OCT-68

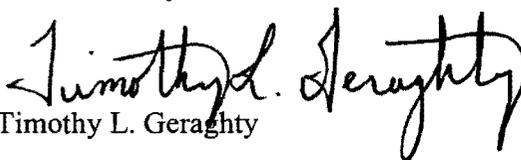
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GERRY, FRIEND & SAPRONOV, LLP
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Florida Public Service Commission
October 2, 2000
Page 2

If you have any questions or comments, please contact the undersigned.

Sincerely,


Timothy L. Geraghty

TLG/nb

Enc.

cc: LecStar Telecom, Inc.
(with enclosure)
Charles A. Hudak, Esq.
(without enclosure)

EXHIBIT "A"

AMENDMENT TO APPLICATION OF A FOREIGN CORPORATION



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

September 8, 2000

CT CORPORATION SYSTEM
TALLAHASSEE, FL

Re: Document Number F99000005800

The Amendment to the Application of a Foreign Corporation for EMPIRE TELECOM SERVICES, INC. which changed its name to LECSTAR TELECOM, INC., a Georgia corporation authorized to transact business in Florida, was filed on September 8, 2000.

Should you have any questions regarding this matter, please telephone (850) 487-6050, the Amendment Filing Section.

Doug Spittler
Document Specialist
Division of Corporation

Letter Number: 500A00047695

EXHIBIT "B"
REVISED TARIFF

TITLE SHEET

TELECOMMUNICATIONS SERVICES

Applying to Resale of Intrastate, Interexchange
Common Carrier Communications and Operator
Services Between Points in the
State of Florida

AND

CONTAINING RULES AND REGULATIONS

GOVERNING SERVICE

This tariff is on file with the Florida Public Service Commission and copies may be inspected, during normal business hours, at LecStar Telecom, Inc., 4501 Circle 75 Parkway, Building D-4210, Atlanta, Georgia 30339.

Issued: October 3, 2000

By: Alan B. Thomas, Jr.
Executive Vice President
LecStar Telecom, Inc.
4501 Circle 75 Parkway, Building D-4210
Atlanta, Georgia 30339

Effective: October 4, 2000

CHECK LIST

Tariff sheets are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

<u>SHEET</u>	<u>REVISION NO.</u>	<u>SHEET</u>	<u>REVISION NO.</u>
1	Original	33	Original
2	Original	34	Original
3	Original	35	Original
4	Original	36	Original
5	Original	37	Original
6	Original	38	Original
7	Original	39	Original
8	Original	40	Original
9	Original	41	Original
10	Original	42	Original
11	Original	43	Original
12	Original	44	Original
13	Original	45	Original
14	Original	46	Original
15	Original	47	Original
16	Original	48	Original
17	Original	49	Original
18	Original	50	Original
19	Original	51	Original
20	Original	52	Original
21	Original	53	Original
22	Original	54	Original
23	Original	55	Original
24	Original	56	Original
25	Original		
26	Original		
27	Original		
28	Original		
29	Original		
30	Original		
31	Original		
32	Original		

SYMBOLS

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a customer' s bill.
- (M) To signify material moved from or to another part of tariff with no change in text, rate, rule or condition.
- (N) To signify new rate, regulation, condition or sheet.
- (R) To signify a change resulting in a reduction to a customer' s bill.
- (T) To signify change in text or regulation but no change in rate or charge.

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TARIFF FORMAT SHEET

A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. These new pages are identified in decimal format. For example, a new page added between pages 34 and 35 would be 34.1.

B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page on file with the Florida Public Service Commission. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect. User should consult the check page for the page currently in effect.

C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level 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 List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check List 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 the Check List if these are the only changes made to it (i.e., the format, etc.). The User should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

INTRODUCTION

This tariff ("Tariff") contains the regulations and rates applicable to the furnishing of intrastate, common carrier communications service by LecStar Telecom, Inc. (hereinafter referred to as "LecStar" or the "Company") within the State of Florida.

The regulations governing the provision and use of services offered under this Tariff are set forth in Section 2. Service descriptions and rates are set forth in Sections 3 and 4, respectively.

1 TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used throughout this tariff are defined below.

Access Code

“Access Code” means a sequence of numbers that, when dialed, connects a Customer to the Carrier associated with that sequence.

Agent

“Agent” means a person, firm, company, corporation, or other entity who is authorized to distribute Services to Customers or Users on the Company’s behalf.

Aggregator

“Aggregator” means any person that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises for intrastate telephone calls using a Provider of Operator Services.

Aggregator Contract

“Aggregator Contract” means a contract entered into between an Aggregator Customer and the Company for the provision of Operator Services.

Aggregator Customer

“Aggregator Customer” means an Aggregator for whom the Company serves as the Presubscribed Provider of Operator Services for one or more locations within that Aggregator’s control.

Authorization Code

“Authorization Code” means a numerical code, one or more of which are assigned to a Customer to enable it to access the Service provided by the Company and to identify the Customer for billing purposes.

1 Technical Terms and Abbreviations (cont.)

Billed Party

“Billed Party” means the person or entity responsible for payment of an Operator Assisted Call, as more specifically described in Section 2.29.10.B hereof.

Calling Card Call

“Calling Card Call” means an Operator Assisted Call made and billed by means of a telephone calling card issued by a Carrier or Provider of Operator Services.

Carrier

“Carrier” means a communications common carrier authorized by the Commission or by the FCC to provide communications service to the public.

Collect Call

“Collect Call” means an Operator Assisted Call billed to the called party.

Commission

“Commission” means the Florida Public Services Commission.

Consumer

“Consumer” means a User initiating any intrastate telephone call using Operator Services.

Credit(s)

“Credit(s)” has the meaning set forth in Section 2.21 hereof.

Credit Allowances

“Credit Allowances” has the meaning set forth in Section 2.21 hereof.

1 Technical Terms and Abbreviations (cont.)

Credit Card Call

“Credit Card Call” means an Operator Assisted Call using a credit card.

Credit Limit

“Credit Limit” means a credit limit placed on Customer’s monthly consumption of Service pursuant to Section 2.10 hereof.

Customer

“Customer” means the person, firm, company, corporation, or other entity that (i) pursuant to a Service Order, orders Service(s) under this Tariff, (ii) purchases a Prepaid Calling Card from the Company or its Agent, (iii) prepays the Company for use of the Services via a Prepaid Calling Card up to a pre-established credit limit, or (iv) accesses the Service by dialing the Company’s Access Code.

Day

“Day” means a period of time from 8:00 A.M. to (but not including) 5:00 P.M. Monday through Friday, as measured by local time at the location from which the call is originated.

Evening

“Evening” means a period of time from 5:00 P.M. to (but not including) 11:00 P.M., Sunday through Friday and any time during Holidays as measured by local time at the location from which the call is originated.

FCC

“FCC” means the Federal Communications Commission.

1 Technical Terms and Abbreviations (cont.)

Governmental Authority

“Governmental Authority” means any regulatory, judicial, administrative, or other domestic federal, state or municipal governmental authority (including without limitation the Commission) having jurisdiction over the Company, over any Other Provider, or over the provision of Services hereunder.

Holidays

“Holidays” means all Company-specified holidays: New Year’s Day (January 1), Independence Day (July 4), Thanksgiving Day, Labor Day and Christmas Day (December 25).

Inbound Toll-Free Service

“Inbound Toll-Free Service” means the Inbound Toll-Free Service described at Section 3.1.2 hereof.

Interruption

“Interruption” means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by User for a continuous period of thirty (30) minutes or more.

LEC

“LEC” means a Carrier authorized by a state Governmental Authority to provide communications service within one or more domestic local telephone exchanges.

Local Access and Transport Area (“LATA”)

“Local Access and Transport Area” (“LATA”) means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a LEC provides communications services.

1 Technical Terms and Abbreviations (cont.)

Minimum Service Period (“MSP”)

“Minimum Service Period” (“MSP”) means the minimum period of time during which a Customer takes Service ordered under Service Orders under this Tariff.

Night/Weekend (“N/Wkd”)

“Night/Weekend” or “N/Wkd” means a period of time from 11:00 P.M. to (but not including) 8:00 A.M. Monday through Friday, any time on Saturday, and all day Sunday except 5:00 P.M. to (but not including) 11:00 P.M., as measured by local time at the location from which the call is originated.

One Plus Service

“One Plus Service” means the One Plus Service described at Section 3.1.1 hereof.

Operator Assisted Call

“Operator Assisted Call” means an intrastate telephone connection completed through the use of Operator Services (described in Section 2.29 hereunder).

Operator Service Charges

“Operator Service Charges” means the Company’s charges, based on the rates set forth in Section 4 hereof, for completion of an Operator Assisted Call consisting of (i) a measured charge and (ii) a non-measured (fixed) additional Operator Service charge.

Operator Services

“Operator Services” means the provision of Operator Assisted Calls and other operator assistance by the Company pursuant to this Tariff, as more fully described in Sections 2 and 3 herein.

1 Technical Terms and Abbreviations (cont.)

Operator Station

“Operator Station” shall mean an attended operator station used to complete or process an Operator Assisted Call.

Other Providers

“Other Providers” means any Carriers or other service providers whose services or facilities are connected to, or used by, the Company in providing the Services.

Performance Failure

“Performance Failure” means any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

Person-to-Person Call

“Person-to-Person Call” means an Operator Assisted Call which is placed under the stipulation that the caller will initially speak only to a specified, called party.

Prepaid Calling Card

“Prepaid Calling Card” means a calling card or other tangible item which (i) contains an Authorization Code and an Access Code, (ii) is supplied by the Company or its Agents, and (iii) permits a User to use the Services up to an amount prepaid to (or up to a credit limit pre-established by the Customer with) the Company.

Presubscribed Provider of Operator Services

“Presubscribed Provider of Operator Services” means the intrastate Provider of Operator Services to which the Consumer is connected when the Consumer places a call using a Provider of Operator Services without dialing an Access Code.

1 Technical Terms and Abbreviations (cont.)

Provider of Operator Services

“Provider of Operator Services” means any Carrier that provides, or any other person the Commission determines to be a provider of, Operator Services.

Regulation(s)

“Regulation(s)” means any and all law(s), rule(s), regulation(s) (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or by any other Governmental Authority or which arise under any federal, state, local, foreign or international treaty, law, statute, utility code, ordinance, rule, order or decree and which are applicable to the Services or to any provision of this Tariff.

Resale Tariffs

“Resale Tariffs” means the tariffs of an Underlying Carrier.

Resp-Org

“Resp-Org” or “Responsible Organization” shall mean the entity that has responsibility for the management of toll-free telephone numbers in the Service Management System (“SMS”) database, including maintaining Customer records in the SMS and accessing the SMS: (a) to search and reserve toll-free telephone numbers; and (b) to create and maintain toll-free telephone number Customer records, including call processing records.

Scheduled Interruption

“Scheduled Interruption” means an Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Service(s)

“Service(s)” means the Company’s communications common carrier service(s) provided under this Tariff.

1 Technical Terms and Abbreviations (cont.)

Service Order

“Service Order” means a Company designated form used from time to time by Customer for ordering Service hereunder or for acquiring Prepaid Calling Cards.

TDD

“TDD” means a Telecommunications Device for the Deaf.

Telecommunications

“Telecommunications” means the transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

Termination (Terminate)

“Termination” (or “Terminate”) means discontinuance of (to discontinue) Service, either at Customer’s request, or by the Company in accordance with Regulations.

Third Party Billing Companies

“Third Party Billing Companies” means, collectively, any clearinghouses, LECs, Other Providers, credit card companies or other third parties who bill Customers for Services on the Company’s behalf.

Third Party Call

“Third Party Call” means an Operator Assisted Call for which charges are billed to telephone number which is neither the originating nor the terminating telephone number.

1 Technical Terms and Abbreviations (cont.)

Travel Card Service

“Travel Card Service” means the Travel Card Services described at Section 3.1.3 hereof.

User

“User” means (i) a Customer, or (ii) any person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Tariff, or who lawfully acquires a Prepaid Calling Card from a Customer or an Agent. For purposes of illustration, a User includes any person to whom the Customer sells or gifts a Prepaid Calling Card.

2 RULES AND REGULATIONS

The Company is a reseller of intrastate communications common carrier services.

2.1 Undertaking of the Company

- 2.1.1 The Company shall exercise reasonable efforts to provide Services to Users between any and all points described herein pursuant to the terms and conditions set forth in this Tariff.
- 2.1.2 Services ordered by Customers under Service Orders will be made available for Users' use as soon as practicable after the Company's receipt of said Service Order. In the event of a conflict or inconsistency between the terms of a Service Order and those of this Tariff, the latter shall govern.
- 2.1.3 The obligations of the Company to provide Services under this Tariff are subject to the following: (i) availability, procurement, construction, and maintenance of facilities (including without limitation those facilities of Other Providers); (ii) interconnection to Other Providers' services or facilities as required; (iii) any applicable Credit Limit; or (iv) receipt of any applicable advance payment.
- 2.1.4 The Company reserves the right: (i) to discontinue or temporarily suspend Service to or from a location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to the Company; and (ii) to block Service to any User location or to any Authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services at or by means of said location or Authorization Code, or (b) consumption of Service in excess of any applicable Credit Limit or Advance Payment. Services may not be available from certain coin-operated or other pay telephones located on prisons, military bases and colleges for reasons including, but not necessarily limited to, the detection of fraudulent use of Services at those locations.

2.2 Responsibility and Use

- 2.2.1 Services may be used by Users for any lawful purpose, subject to the terms and conditions set forth herein and in any applicable Service Order. Subject to the limitations and conditions set forth in this Tariff, Services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.2 Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent use of or access to Services; and (ii) administration and non-disclosure of any Authorization Codes provided by Company to Customer.
- 2.2.3 The Company's sole responsibility with respect to Travel Card Services is to make Services available to Users in accordance with Section 3.1.3 of this Tariff.
- 2.2.4 The Company's sole responsibility with respect to provision of Services in connection with Prepaid Calling Cards is to make Services available to Users using such Prepaid Calling Cards in accordance with Section 3.1.4 of this Tariff.

2.3 Compliance

- 2.3.1 The Services may not be used for any unlawful purpose whatsoever.
- 2.3.2 The Company and Customer shall (and Customer shall cause User to) comply with all applicable Regulations.

-
- 2.4 Abuse. Abuse of the Services is prohibited. The following activities constitute abuse:
- 2.4.1 Using the Service to make calls which might reasonably be expected to frighten, abuse, torment, or harass another; or
 - 2.4.2 Using the Service in violation of the non-interference and signal quality restrictions set forth in Section 2.13.3; or
 - 2.4.3 Acquiring or reserving an 800, 888 or 877 telephone number provided by the Company for the primary purpose of selling, brokering, bartering or releasing it to another party for a fee or other consideration; or
 - 2.4.4 Using the Service (or any other telephone number advertised or widely understood to be toll free in connection with the Service) in any of the following ways:
 - 2.4.4.A With the exception of circumstances where the calling party has a presubscription or comparable arrangement or discloses a credit or charge card number during the call, in any manner that would result in: (a) assessment of a charge for completing an 800, 888 or 877 call on the calling party or on the subscriber to the line from where the 800, 888 or 877 call originated; (b) connection of the calling party to a pay-per-call service; or (c) assessment of a charge on the calling party for information conveyed during the toll free call; or
 - 2.4.4.B Calling the calling party back collect for the provision of audio or data information services, simultaneous voice conversation services or products.

2.5 Call Blocking

Notwithstanding any other provision of this Tariff, the Company may block calls which: (i) are made to or from certain countries, cities, or central office ("NXX") exchanges, or (ii) make use of certain Authorization Codes, as the Company, in its sole opinion and discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Services.

2.6 Billing and Payments

- 2.6.1 Other than prepaid services, charges for Services will be billed to Customer on a monthly (30 day) basis, in arrears, based on the Users' actual usage. Customers will not be charged for uncompleted calls.
- 2.6.2 All amounts stated on each monthly invoice are due and payable immediately upon Customer's receipt thereof; provided, however, that charges incurred for Services obtained via Prepaid Calling Cards will be first debited against the balance of the amount (if any) prepaid to the Company.
- 2.6.3 Invoices unpaid after thirty (30) days shall incur a monthly finance charge on the unpaid balance at a rate equal to the lesser of one and one-half percent (1.5%) or the maximum rate permitted by law.
- 2.6.4 Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Users, including without limitation any unauthorized, unlawful or fraudulent use or access. Customer's charges for Travel Card or Prepaid Calling Card calls are subject to any applicable limitations established by any Regulation.
- 2.6.5 Except as otherwise provided herein, the Company, at its sole option, may Terminate Services in the event Customer fails to pay any invoice within thirty (30) calendar days after the due date stated thereon, subject to written notice and to any other applicable Commission Regulations. Notice, for purposes of this Section 2.6.5, is to be deemed effective upon mailing of written notice, postage prepaid, to Customer's last known address. Termination of Services by the Customer or the Company for any reason whatsoever will not relieve Customer of its payment obligations hereunder for all Service charges incurred by Customer through the date of Termination. Termination by Customer for purposes of this Section 2.6.5 will be deemed effective five (5) business days following the date of Company's receipt of Customer's Termination notice. Customer will be liable for all costs of collection hereunder, including without limitation reasonable attorney's fees. Any invoice for Services not disputed in writing by Customer within ten (10) days after receipt thereof is to be deemed conclusively correct and binding upon the Customer.

2.6 Billing and Payments (cont.)

- 2.6.6 Payphone Compensation Surcharge. In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FFF 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access the Company's Services. This surcharge, is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's Service. Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The payphone surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol). Whenever possible, the payphone 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 payphone 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 payphone 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.
- 2.6.7 Toll Free Number Portability. If a Customer accumulates undisputed delinquent charges, the Company reserves the right not to honor that Customer's request for a change in service, including a request for Resp-Org change, until such charges are paid in full.
- 2.6.8 Third Party Billing The Company may engage one or more Third Party Billing Companies to bill Customers (including without limitation Aggregator Customers) for Services provided hereunder, subject to any and all applicable Regulations; provided, however, dispute resolution procedures for any disputed charges billed by Third Party Billing Companies will at all times be subject to the Commission's Regulations.

2.7 Taxes

- 2.7.1 All federal, state, and local excise, sales, use and similar taxes, will be billed by the Company as separate line items on Customer's invoice, and, except as otherwise set forth in Sections 2.7.2 and 3.1.4.A hereof, are not included in any quoted rates described or contained in this Tariff.
- 2.7.2 The Company reserves the right to assess a surcharge on Customer's charges for outbound Services terminating at, or inbound Services originating from, locations or addresses in those states levying, or asserting a right to levy, a gross receipts tax or similar assessment on the Company's operations or on intrastate access charges incurred by the Company in such state(s). The surcharge will be calculated pro rata based on the amount Customer's total monthly charges for Services provided to and billed to a Customer's location or Authorization Code in such state(s) bears to the Company's total monthly receipts subject to said tax or assessment in such state(s). The surcharge will appear as a line item on Customer's invoice.

2.8 Advance Payments

The Company may, at its sole option and discretion, require that any Customer having a history of late payments for the Services or whose credit history either is unsatisfactory (in the Company's sole opinion) or is not established to the Company's reasonable satisfaction to make advance payments from time to time for future consumption of Services. The amount of each such advance payment will not exceed the lesser of (a) one (1) month's actual or estimated charges, or (b) the highest amount permitted by any applicable Regulation. The Company may, at its sole option and discretion, accept personal guarantees, bank letters of credit or surety bonds in lieu of an advance payment. Advance payments will be applied to charges for Services in the same manner as other payments. A customer may be required to continue to make advance payments in accordance with this Section 2.8 until such time as its credit worthiness is established to the Company's reasonable satisfaction.

2.9 RESERVED FOR FUTURE USE

2.10 Credit Limit

The Company may, at any time and at its sole discretion, set a Credit Limit for any Customer's consumption of Services for any monthly period.

2.11 Indemnification by Customer

2.11.1 Customer shall defend, indemnify and hold the Company harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

2.11.1.A Libel or slander resulting from any use of the Services provided to any User hereunder;

2.11.1.B Infringement of any patent, copyright, trademark, trade name or trade secret arising from: (i) the transmission of any material transmitted: (a) by any User, or (b) by any other person using the Services provided to any User, User location, or Authorization Code; or (ii) the combination of User's use of Services with CPE or with other User-provided facilities or services; and

2.11.1.C Except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Users.

2.12 Customer Premises Equipment ("CPE")

CPE attachment by the User is permitted under this Tariff. The Customer is responsible for ensuring that all such attached CPE must conform to the FCC's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended). The Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.

2.13 Interconnection

- 2.13.1 The Services may be connected with services or facilities of Other Providers subject to any technical limitations applicable to the latter; provided, however, Service furnished by the Company is not part of a joint undertaking with any Other Provider.
- 2.13.2 Interconnection with the facilities or services of Other Providers is subject to the applicable terms and conditions of the Other Providers' tariffs (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Any interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and those of Other Providers must be provided at the Customer's sole expense. Customer shall comply with all applicable terms and conditions of service provided by said Other Providers.
- 2.13.3 Customer is solely responsible for ensuring that Telecommunications signals transmitted by Users via the Services will not interfere with the operations of the Company or those of Other Suppliers, or with the provision or use of similar services provided by the Company or by Other Suppliers to any third party. All such signals must be of the proper type, bandwidth, and other technical parameters so as to neither damage the Company's or Other Providers' equipment nor degrade Service supplied to third parties. Except with respect to Services obtained through Prepaid Calling Cards, Customer must ensure:
- 2.13.3.A that all Users employ physical arrangements for protection of the Company's facilities in circumstances where the Company, in its sole opinion and discretion, deems such protection to be reasonably necessary;
- 2.13.3.B that all Users provide adequate electrical power, wiring and electrical outlets necessary for the proper operation of the Company's equipment on their premises;

2.13 Interconnection (cont.)

2.13.3.C that all equipment, facilities or Other Providers' services connected with those of the Company are constructed, operated, and maintained so as to work satisfactorily with the Services; and

2.13.3.D that all such equipment, facilities and Other Providers' services avoid hazard, damage, or injury to the Company's facilities or plant, its employees or subcontractors, or to the public.

2.13.4 Notwithstanding any other provision of this Tariff, the Company has the right to Terminate or suspend Service to any User found to be in violation of the foregoing Section 2.13.3.

2.14 Title

Title to any and all equipment or facilities provided by the Company under this Tariff will remain in the Company.

2.15 Interruption

2.15.1 Notice. The Customer must promptly notify the Company of any Interruptions in Service of which it becomes aware; provided, however, prior to giving such notice, the Customer shall ascertain that the Interruption is not being caused by any action or omission of the User or by any non-Company supplied wiring or equipment connected to the Company's facilities. The Company's obligations under this Tariff to apply Credits or Credit Allowances to Customer's account for any Interruptions are expressly conditioned upon Customer's strict compliance with this Section 2.15.1.

2.15.2 Scheduled Interruptions. The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or User with Regulations (including without limitation the provisions of this Tariff), (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.

2.16 Discontinuation

Notwithstanding any other provision of this Tariff, the Company may at its sole option and discretion Terminate Service without incurring any liability therefor whatsoever, subject to (i) no less than five (5) business days prior written notice or such other notice period required by Regulation, and (ii) to any applicable Regulations, for any of the following reasons:

2.16.1 by order of a Governmental Authority;

2.16.2 in the event of any unlawful, unauthorized or fraudulent use of or access to the Services, including without limitation, violation of the provisions of this Tariff or of any other Regulations by the Customer, by any other User, or by any other person;

2.16.3 the use of Services in excess of a Customer's Credit Limit (if any) or Company's failure to receive an advance payment (if so required) for Services provided hereunder; or

2.16.4 Customer's provision of false or misleading information in its Service Order or in any other document delivered by Customer to the Company.

2.17 Restoration of Services

The Company shall restore any Terminated Services in accordance with Regulation, including but not limited to charging the Customer a reconnection fee as set forth in Section 4.3.

2.18 Disclaimer

The Company will have no liability whatsoever to User, to its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to any User in connection with this Tariff or with the Services, or (iii) any other act or omission of any Other Provider, User or third party related to the use or provision of Services hereunder.

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE PROVISION OF SERVICES HEREUNDER.

2.19 Limitation of Liability

2.19.1 Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including without limitation reasonable attorney's fees) (i) brought or incurred by any User or any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service, or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by User for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due User as Credits or Credit Allowances pursuant to the provisions of Section 2.21 hereof.

2.19.2 To the extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.19.1 hereof.

2.19.3 To the extent permitted by any applicable Regulation, the Company's liability for gross negligence will also be limited to the amounts described in Section 2.19.1 hereof.

2.19 Limitation of Liability (cont.)

- 2.19.4 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision or use of Services hereunder.
- 2.19.5 Except as caused by its willful misconduct or negligence, the Company will not be liable for defacement of or damages to Users' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services, including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Users' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed an agent or employee of the Company in this undertaking.
- 2.19.6 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.

2.20 Indemnification

Subject to the limitations of liability set forth in Section 2.19 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, or on the part of its agents, employees, subcontractors or assignees, in connection with the provision or use of the Services. The indemnifying party under this Section 2.20 shall defend the other at the other's request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.20 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

2.21 Credits and Credit Allowances

- 2.21.1 Credits (“Credit(s)”) to the Customer’s fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the Company as described in Section 2.21.2 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, (iii) are not due to either equipment or wiring supplied by any person other than the Company, and (iv) are not due to the negligence or willful misconduct of the User, its employees, subcontractors, agents, or assignees, will be applied to Customer’s account with the Company. Such Credits are to be calculated by multiplying the fixed monthly, recurring rate (if any) for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours (for the purpose of this computation, each month is deemed to have 720 hours). An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is be rounded to the nearest hour.
- 2.21.2 In the event of an Interruption caused by Other Providers for which a credit or allowance (“Credit Allowance”) becomes due to the Company, the Company shall apply such Credit Allowance to Customer’s account, less an administration fee of twenty dollars (\$20.00), subject to the Company’s collection of such Credit Allowance from the Other Provider obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer’s Interruption(s) which Company receives from the Other Provider. Any other provision of this Section 2.21 notwithstanding, Company will have no obligation to apply any credit to Customer’s account for Interruptions caused by an Other Provider for which no Credit Allowance is due to the Company.

2.21 Credits and Credit Allowances (cont.)

2.21.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.21; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed monthly recurring charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the Minimum Service Period.

2.22 Minimum Service Period

The Minimum Service Period will be for the term specified in Customer's Service Order, which term must be no less than thirty (30) days. This MSP will automatically renew for subsequent terms of equal duration. Either the Company or the Customer may elect not to renew any MSP by written notice to the other no later than thirty (30) days prior to the expiration date of said MSP.

2.23 Force Majeure

The Company is excused from any Performance Failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, labor disputes, or any Regulation or other directive, action or request of any Governmental Authority.

2.24 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the User's premises. The Customer shall arrange for the Company, or for other Carriers as required, to have access to the User's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of User, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

2.25 Full Force and Effect

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

2.26 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.27 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of Florida.

2.28 Relationship to Resale Tariffs and Aggregator Contract

In the event of a conflict between the rates, terms, and conditions of this Tariff and those of any Resale Tariff or Aggregator Contract, the rates, terms, and conditions of this Tariff shall govern.

2.29 Operator Services

Operator Services and rates therefor are described in Sections 3.1 and 4.10 hereof, respectively.

2.29.1 Use of Operator Services

- 2.29.1.A Operator Services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of Services.
- 2.29.1.B The use of Operator Services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.29.1.C The use of Operator Services without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited; provided, however, the Company shall have no obligation to prevent such use or attempted use and, except as otherwise provided by Regulation, the Customer shall be fully liable to the Company for any and all Operator Service Charges resulting from the foregoing, subject to the provisions of Section 3.1 hereof.

2.29 Operator Services (cont.)

2.29.2 Operator Service Responsibilities of the Company

2.29.2.A The Company (or its agent) shall identify the Company as the Provider of Operator Services by name, audibly and distinctly, to the Consumer at the beginning and at the end of each Operator Assisted Call;

2.29.2.B The Company shall permit the Consumer to terminate any Operator Assisted Call at no charge before the call is connected;

2.29.2.C With respect to all Operator Assisted Calls not directly billed by the Company or upon request, the Company shall disclose immediately at no charge to the Consumer:

2.29.3 a quote of its rates or charges for the Operator Assisted Call;

2.29.3.A.1 the methods by which such rates or charges will be collected; and

2.29.3.A.2 the methods by which complaints concerning such rates, charges, or collection practices will be resolved.

2.29 Operator Services (cont.)

2.29.4 Responsibilities of Aggregator Customers

The Aggregator Customer shall:

2.29.4.A Post on or within twelve (12) inches of the telephone instrument, in plain view of Consumers, the following clear and conspicuous disclosures:

2.29.4.A.1 A label stating the following:

“THIS TELEPHONE HAS BEEN PRESUBSCRIBED TO LECSTAR TELECOM INC. (“LECSTAR”), WHO WILL PROVIDE AND BILL FOR OPERATOR SERVICES IN CONNECTION WITH CALLS MADE FROM THIS LOCATION AT ITS RATES. LECSTAR’S RATES FOR INTRASTATE SERVICE ARE ON FILE WITH THE FLORIDA PUBLIC SERVICE COMMISSION. THESE RATES MAY BE OBTAINED BY CALLING LECSTAR AT THE FOLLOWING TOLL FREE NUMBER: (FOLLOWED BY THE NAME, ADDRESS, AND TOLL-FREE TELEPHONE NUMBER OF THE COMPANY). YOU MAY REACH THE LECSTAR OPERATOR DIRECTLY BY DIALING ‘00’”;

2.29.4.B Ensure that each of its telephones presubscribed to the Company allows the Consumer to use an “800” or “950” Access Code number to obtain access to the Provider of Operator Services desired by the Consumer;

2.29 Operator Services (cont.)

2.29.4 Responsibilities of Aggregator Customers (cont.)

2.29.4.C Ensure that no charge by the Aggregator Customer to the Consumer for using an “800” or “950” access code number, is greater than the amount the Aggregator Customer charges for calls placed using Operator Services provided by the Company;

2.29.5 Be responsible for placing any necessary orders; for complying with all tariffs and regulations approved or promulgated by the Commission, including without limitation this Tariff; and for assuring that Consumers comply with Tariff regulations;

2.29.5.A Comply with any and all other applicable laws, regulations, orders or other requirements (as they exist from time to time) of any Governmental Authority relating to services provided or made available by the Aggregator Customer;

2.29.5.B Be responsible for the payment of charges in accordance with the provisions of Section 2.29.4 hereof for all charges incurred, whether fraudulent or otherwise, for all calls originated at the Aggregator Customer’s location(s) other than Collect Calls, Third Party Calls, Calling Card Calls, or Credit Card Calls;

2.29.5.C Be responsible for any and all charges incurred for special construction and/or special facilities which the Aggregator Customer requests and which are ordered by the Company on the Aggregator Customer’s behalf;

2.29.5.D Provide without charge any equipment space, supporting structure, conduit or electrical power to the Company as may be required for the provision of Operator Services hereunder for the Aggregator Customer’s locations;

2.29 Operator Services (cont.)

- 2.29.5.E Arrange access to the Aggregator Customer's premises at all of its locations at any reasonable time during ordinary business hours upon no less than one (1) day's written notice as may be required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of Operator Services at said locations;
- 2.29.5.F Ensure (i) that the Aggregator Customer's terminal equipment and facilities are properly connected with the Company's facilities and Services, (ii) that the signals emitted into the Company's network from the Aggregator Customer's location are of the proper mode, bandwidth, power and signal level for the intended use of the Aggregator Customer and are in compliance with the criteria set forth in Part 68 of the rules of the FCC, and (iii) that such emitted signals do not damage equipment, injure personnel, or degrade service to other Users;
- 2.29.5.G Promptly pay the Company (i) for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or the willful act of the Aggregator Customer, Consumers, or others, or by improper use of equipment provided by the Aggregator Customer, by Consumers, or by others; or (ii) for the loss or theft of any of the Company's equipment installed at any Aggregator Customer's location.

2.29 Operator Services (cont.)

2.29.6 Responsibilities of the Consumer

With respect to any and all Operator Assisted Calls, the Consumer shall:

- 2.29.6.A comply with all applicable Regulations (including without limitation the provisions of this Tariff);
- 2.29.6.B establish its identity as often as the Company or any LEC or Aggregator Customer serving the Consumer may reasonably require; and
- 2.29.6.C identify the station, party, or person with whom Consumer seeks to communicate.

2.29.7 Consumer Billing

The Consumer shall provide the Company or the Company's agent with a valid method of billing Operator Assisted Calls. At its sole option and discretion, the Company shall have the right to:

- 2.29.7.A validate the credit worthiness of any Consumer through any reasonably applied credit card, calling card, called number, third party telephone number ("Credit Verification") procedure; or
- 2.29.7.B refuse to place any Operator Assisted Calls (i) for which billing cannot be validated, (ii) for which the Consumer fails or refuses to provide an acceptable billing method, (iii) for Consumers lacking credit worthiness as determined by Credit Verification, or (iv) in the event the Company reasonably suspects fraudulent use in connection with such calls.

2.29 Operator Services (cont.)

2.29.8 Remedies

2.29.8.A The Company shall withhold payment (on a location-by-location basis) of any compensation, including commissions, to any Customer Aggregator whom the Company reasonably believes is in violation of the provisions set forth in Section 2.29.4 hereof regarding Customer Aggregator responsibilities or of any other applicable Regulation.

2.29.8.B In the event that:

2.29.8.B.1 the Aggregator Customer fails to maintain its equipment, facilities or premises in good working order; or

2.29.8.B.2 the Company reasonably determines that the state or operation of said equipment, facilities or premises may (i) cause harm to the Company's equipment or personnel, (ii) adversely affect the quality of the Services, or (iii) permit fraudulent use of the Services,

then the Company may, upon prior written notice and at its sole option and discretion, (i) require the Aggregator Customer (at the Aggregator Customer's sole expense) to take corrective measures with respect to the foregoing, or (ii) Terminate the provision of Operator Services to some or all of the Aggregator Customer's locations in accordance with the provisions set forth in Section 2.29.9.A hereof.

2.29.8.C The remedies set forth in this Section 2.29.8 shall be in addition to, and not in lieu of, any other remedies for violation of this Tariff available to the Company under this Tariff or any other applicable Regulation.

2.29 Operator Services (cont.)

2.29.9 Discontinuation and Interruption of Operator Services

2.29.9.A Discontinuation

The Company may, at its sole option and discretion, Terminate or suspend the provision of Operator Services to an Aggregator Customer or to a particular Aggregator Customer location in accordance with the notice provisions set forth in Section 2.16 hereof, without incurring any liability whatsoever in the event of one or more of the following:

- 2.29.9.A.1 Nonpayment of any amounts more than thirty (30) days past due to the Company for Operator Services provided hereunder;
- 2.29.9.A.2 Violation of any of the provisions of this Tariff or any other Regulation; or
- 2.29.9.A.3 By reason of any order or decision of the Commission or any other Governmental Authority effectively prohibiting the Company from furnishing Operator Services.

2.29.9.B Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time in order to perform maintenance, tests and/or inspections in order (i) to ensure compliance of the Aggregator Customer or any Consumer with applicable Regulations (including without limitation those set forth in this Tariff), (ii) to ensure proper installation and operation of the Aggregator Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Operator Services hereunder.

2.29 Operator Services (cont.)

2.29.10 Billing Arrangements

2.29.10.A Collect Calls, Calling Card Calls, Third Party Calls and Credit Card Calls

Subject to disclosure of rates pursuant to Section 2.29.2.C hereof, the following billing arrangements will apply to Operator Assisted Calls. Charges for Collect Calls, Calling Card Calls, and Third Party Calls will be included on the Billed Party's telephone bill, pursuant to billing and collection agreements entered into by the Company (or its intermediary) and the applicable Other Provider(s). Charges for Credit Card Calls will be included on the Billed Party's regular monthly statement from the card-issuing company.

2.29.10.B Billed Party

The Billed Party for Operator Assisted Calls is as follows:

- (i) in the case of a Calling Card Call or Credit Card Call, the holder of the calling card or credit card, respectively, used by the Consumer; and
- (ii) in the case of a Collect Call or Third Party Call, the person who is responsible for payment for local telephone service at the telephone number called and who agrees to accept charges for the call.

2.29 Operator Services (cont.)

2.29.10 Billing Arrangements (cont.)

2.29.10.C Person-to-Person Calls

Person-to-Person Calls will not be deemed completed until either (i) the specific party named by the Consumer is contacted, or (ii) the Consumer agrees to speak to a different party. Person-to-Person calls shall only be offered in conjunction with one of the charges set forth in Sections 2.29.10.A or 2.29.10.B. Any of the Operator Assisted Calls described in Section 3.1 hereof may optionally be placed on a Person-to-Person basis at the Person-to-Person rates set forth in Section 4.10 hereof.

3 DESCRIPTION OF SERVICES

3.1 Description of Services

Services consist of (i) One Plus Service, (ii) Inbound Toll-Free Service, (iii) Travel Card Service, and (iv) Prepaid Calling Card Service, as described herein.

3.1.1 One Plus Service is a switched, intrastate, telecommunications service which permits Users to establish communications between points within the State of Florida.

3.1.2 Inbound Toll-Free Service is a switched, intrastate, incoming telecommunications service. Customers shall be assigned an "800", "888", "877" or other Toll-Free incoming telephone number by the Company for termination and billing of Inbound Toll-Free Service calls.

3.1.3 Travel Card Service is a switched, intrastate, telecommunications service which permits Users to establish communications between points within the State of Florida. Users may utilize Travel Card Service to originate outbound, direct dial calls, via Company-provided toll free telephone numbers in order to complete switched, intrastate, telecommunications calls. Travel Card Services are subject to the following terms and conditions.

3.1.3.A Unit Value. Travel Card Services may be obtained from the Company, from Agents or from Customers at various per-minute or per-unit rates as set forth in Section 4.8, inclusive of all taxes. All Travel Card calls are measured in one (1) minute increments, rounded to the next higher full minute, except as otherwise set forth herein.

3.1 Description of Services (cont.)

3.1.3.B Other Conditions of Service

- (i) Travel Card calls to 700, 800, 888, 877, 900, 950 and other similar numbers will not be completed.
- (ii) Travel Cards may not be used to make operator assisted calls. However, upon request, the Company's customer service personnel will provide Customers with call completion assistance at no charge.
- (iii) Travel Cards may not be used to make third party billed calls or person-to-person calls.
- (iv) The Company will credit the account of a User's Travel Card for calls that are Interrupted or are subject to inadequate transmission due to Performance Failures. Credits will not apply to Interruptions which are: (a) not reported to the Company by the Customer or User within ten (10) days after the Interruption; (b) not proximately caused by the Company or its Agents, or (c) caused, in whole or in part, by the User.
- (v) Travel Card Services may be marketed in conjunction with third parties for which the Company serves as the common carrier.
- (vi) Travel Card charges include per minute or per unit usage charges and may also include a per call service charge.

3.1 Description of Services (cont.)

3.1.4 Prepaid Calling Card Service. Users may utilize Prepaid Calling Card Services to originate outbound, direct dial calls, via Company-provided telephone numbers in order to complete switched, intrastate, telecommunications calls. Prepaid Calling Card Services are subject to the following terms and conditions.

3.1.4.A Unit Value. Prepaid Calling Cards may be obtained from the Company, from Agents or from Customers in 60, 30 or 10 unit denominations with a per-unit value as set forth in Section 4.9, inclusive of all taxes. All Prepaid Calling Card calls are measured in one (1) minute increments, rounded to the next higher full minute.

3.1.4.B Other Conditions of Service

- (i) Prepaid Calling Card calls to 700, 800, 888, 877, 900, 950 and other similar numbers will not be completed.
- (ii) Calls may only be charged against a Prepaid Calling Card that has a sufficient available balance.
- (iii) Prepaid Calling Card balances will be reduced and depleted based upon User's usage. Users will be given notice (e.g., by automated operator intervention) one minute before the available card balance is depleted, based on the terminating location of the call. When the balance is depleted, the call will be terminated.
- (iv) Third party billing and person-to-person calls may not be made with Prepaid Calling Cards.

3.1 Description of Services (cont.)

- (v) Some promotional Prepaid Calling Cards are non-refundable and will expire on the date specified on the card (or on the package in which the card is included) as applicable.
- (vi) The Company will credit the account of a User's Prepaid Calling Card for calls that are Interrupted or are subject to inadequate transmission due to Performance Failures. Credits will not apply to Interruptions which are: (a) not reported to the Company by the Customer or User within ten (10) days after the Interruption; (b) not proximately caused by the Company or its Agents; or (c) caused, in whole or in part, by the User.

3.1.4.C Prepaid Calling Card Recharge Option. Users of a Prepaid Calling Card may be given the option of adding additional dollar or unit values to the Prepaid Calling Card account associated with that card by payment to the Company via a major credit card. This recharge option may be available by contacting the Company's customer service department. The minute or unit value of a recharged Prepaid Calling Card is set forth in Section 4.9.

3.1.5 Operator Services consist of Operator Assisted Calls, including Collect Calls, Credit Card Calls, Person-to-Person Calls, Third Party Calls, and related Operator Services provided by the Company.

3.2 Calculation of Distance

The Customer's monthly charges for Services provided hereunder are based upon either (i) the total time the User actually uses the Services (rounded to the increments set forth in Section 4), or (ii) the airline mileage between the originating and the terminating rate centers of each call as calculated using the V and H coordinates set forth in AT&T's FCC Tariff No. 10 on file with the Commission, and incorporated herein by reference. The method of calculation of the airline mileage between rate centers is calculated according to the following formula.

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

Where V1 and H1 are the V and H coordinates of point 1, and V2 and H2 are the V and H coordinates of point 2. The mileage is rounded up to an integer value to determine the airline mileage.

3.3 Timing of Calls

Timing begins when the called party answers and is terminated when either party hangs up. Answer detection is based on standard industry detection methods, including hardware and software detection. There are no charges for an incomplete call.

4 RATES

4.1 Return Check Charge

The Customer will be charged twenty dollars (\$20.00) or the applicable statutory return check charge (if any), whichever is greater, whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.

4.2 Late Payment Charge

Invoices unpaid after thirty (30) days shall incur a monthly finance charge on the unpaid balance at a rate equal to the lesser of one and one-half percent (1.5%) or the maximum rate permitted by law.

4.3 Reconnection Fee

A charge of twenty dollars (\$20.00) or the applicable statutory charge for reconnection of Service (if any), whichever is greater, will apply whenever a User requests to be reconnected to the Services after the Company has Terminated the Services to User for any reason allowed by this Tariff.

4.4 Promotions

The Company may from time to time engage in special promotions of new or existing Service offerings of limited duration designed to attract new customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Regulations and shall be made part of this Tariff.

4.5 Miscellaneous Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from, or pay to others, in support of statutory or regulatory programs.

4.6 One Plus Service Rates

The following rates apply to all presubscribed One Plus Service Customers. Calls are measured in one (1) minute increments, rounded to the next higher full minute.

Rate Plans	Day Rates	N/Wkd./Eve. Rate	Monthly Recurring Fee	Initial Set-up Fee
Plan 1	\$0.15/min.	\$0.15/min.	\$0.00	\$0.00

4.7 Inbound Toll-Free Service Rates

The following rates apply to all Customers of Inbound Toll-Free Service. Calls are measured in one (1) minute increments, rounded to the next higher full minute.

Rate Plans	Day Rates	N/Wkd./Eve. Rate	Monthly Recurring Fee	Initial Set-up Fee
Plan 1	\$0.19/min.	\$0.19/min.	\$0.00	\$0.00

4.8 Travel Card Service Rates

Rates for Travel Card Calls are as follows. Calls are measured in one (1) minute increments, rounded to the next higher full minute.

Rate Plans	Day Rates	N/Wkd./Eve. Rate	Monthly Recurring Fee	Initial Set-up Fee
Plan 1	\$0.19/min.	\$0.19/min.	\$0.00	\$0.00

4.9 Prepaid Calling Card Service Rates

Rates for calls made with a Prepaid Calling Card are as follows. Calls are measured in one (1) minute increments, rounded to the next higher full minute.

4.9.1 Prepaid Calling Card Service Rates

4.9.1.A Intrastate Rate

Rate Plans	Day Rates	N/Wkd./Eve. Rate	Per Call Fee
Plan 1	1 Unit/Min. (1 Unit = \$0.17)	1 Unit/Min. (1 Unit = \$0.17)	\$0.25

4.10 Operator Services Rates

4.10.1 Rates applicable to all Operator Assisted Calls for all Customers (including all "0+" calls made from Aggregator Customer locations) are as follows:

MILES	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL MINUTE	EACH ADD'L MINUTE	INITIAL MINUTE	EACH ADD'L MINUTE	INITIAL MINUTE	EACH ADD'L MINUTE
0 - 10	\$0.3000	\$0.3000	\$0.3000	\$0.3000	0.3000	\$0.3000
11 - 16	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000
17 - 22	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000
23 - 30	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000
31 - 40	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000
41 - 55	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000
56 - 70	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000
71 - 124	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000
125 - 196	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000
197 - 292	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000
293 - 400	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000

4.10.2 One of the following additional Operator Service charges will apply to all Operator Assisted Calls in addition to the Intrastate Service Rates set forth in the preceding Section 4.10.1:

4.10.2.A	Calling Card Call (automated)	\$.99
4.10.2.B	Credit Card Call (automated)	\$.99
4.10.2.C	Station-to-station (collect, third party)	\$1.75
4.10.2.D	Person-to-person	\$3.25

4.11 Payphone Compensation Surcharge

Customer dialed 800, 888, 877 and "10XXX" calls originated from pay telephones to obtain access to the Company's Services will incur a per-call surcharge of \$0.30.

4.12 Directory Assistance

The Company does not provide directory assistance. Access to long distance directory assistance may be obtained by dialing 1+(area code)+555-1212. User will be charged (or Customer will be billed) \$0.75 for each intrastate directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.

4.13 RESERVED FOR FUTURE USE

4.14 Application Periods

The following application periods apply to the rates established in this Section 4.

MON.	TUES.	WED.	THU.	FRI.	SAT.	SUN.
------	-------	------	------	------	------	------

8:00 AM						
to		Day Rate Period			N/Wkd	
5:00 PM	-----		-----		-----	

5:00 PM						
to		Evening Rate Period		N/Wkd	Eve.	
11:00 PM	-----		-----		-----	

11:00 PM						
to		Night/Weekend Rate Period				
8:00 AM	-----					

4.15 Holiday

On Holidays the rate applicable is the Evening rate unless a lower rate would normally apply.

4.16 Special Rates for the Handicapped

4.16.1 Pursuant to the applicable laws and regulations of the State of Florida and the Commission, the Company will provide at no charge up to fifty (50) long distance directory assistance calls per billing cycle to disabled Customers. As used in this Tariff, "disability(ies)" shall mean, with respect to an individual, a physical or mental impairment that prohibits that individual from using the telephone directory. All long distance directory assistance calls in excess of fifty (50) calls within a billing cycle shall be billed at the rate set forth in Section 4.12.

4.16.2 Telecommunications Relay Service

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

4.16.3 Rates for Hearing or Speech Impaired

For medically certified hearing or speech impaired Customers who communicate via a TDD, the Company shall bill evening rates for day calls and night rates for evening calls.