



210 N. Park Ave.
Winter Park, FL
32789

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

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

October 11, 2000
Via Overnight Mail

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

undocketed

Re: Initial Local Exchange and Access Services Price List
Interloop, Inc.

Dear Ms. Bayo:

Enclosed for filing are the original and three (3) copies of the initial local exchange services price list -- Florida Price List No. 1 filed on behalf of Interloop, Inc. This filing introduces the Company's local exchange services. Interloop, Inc. received authority as an alternative local exchange carrier in Docket No. 991219-TX as X-Tel, Inc., then transferred its certificate (No. 7259) under Docket No. 991819-TX. The Company respectfully requests an effective date of October 13, 2000, for this filing.

The sheets included with this filing are as follows:

Price List No. 1
All Sheets are new

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

Questions regarding this filing may be directed to my attention at (407) 740-8575.

Sincerely,

Monique Byrne
Consultant to Interloop, Inc.

- APP _____
- CAF _____
- CMP _____
- COM _____
- CTR _____
- FOR _____
- LEG
- OPC _____
- PAI _____
- REG
- SEC
- SER _____
- OTH _____

cc: R. Buffa, Interloop
file: Interloop - FL local
tms: fl10001

RECEIVED & FILED
[Signature]
BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
12986 OCT 12 8
FPSC-RECORDS/REPORTING

**RULES, REGULATIONS AND
SCHEDULE OF RATES AND CHARGES
APPLICABLE TO END USER LOCAL EXCHANGE
TELECOMMUNICATIONS SERVICES**

FURNISHED BY INTERLOOP, INC.

WITHIN THE STATE OF FLORIDA

ISSUED: October 12, 2000

EFFECTIVE: October 13, 2000

ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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CHECK SHEET

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

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original *	32	Original *	62	Original *
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5	Original *	36	Original *	66	Original *
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16	Original *	47	Original *	77	Original *
17	Original *	48	Original *	78	Original *
18	Original *	49	Original *	79	Original *
19	Original *	50	Original *	80	Original *
20	Original *	51	Original *		
21	Original *	52	Original *		
22	Original *	53	Original *		
23	Original *	54	Original *		
24	Original *	55	Original *		
25	Original *	56	Original *		
26	Original *	57	Original *		

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SYMBOLS

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

D - Delete Or Discontinue

I - Change Resulting In An Increase to A Customer's Bill

M - Moved From Another Price List Location

N - New

R - Change Resulting In A Reduction To A Customer's Bill

T - Change in Text Or Regulation But No Change In Rate Or Charge

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PRICE LIST FORMAT

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

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EXCHANGE SERVICE LIST

Interloop has included all of the exchanges in the BellSouth, GTE and Sprint-Florida (United Telephone and Centel) local exchange territory in Florida as the potential areas where alternative local exchange service is planned. Initially, the Company plans to provide alternative local exchange service in the Miami, Orlando, Jacksonville and Tampa metropolitan areas.

BellSouth exchanges (and corresponding BellSouth rate group number):

Archer (5)	Fernandina Beach (3)	Lynn Haven (5)
Baldwin (9)	Flagler Beach (3)	Marathon (3)
Bell Glade (3)	Ft. George (9)	Maxville (9)
Big Pine Key (E)	Ft. Lauderdale (12)	Melbourne (7)
Boca Raton (10)	Ft. Pierce (5)	Miami (12)
Boynton Beach (10)	Gainesville (6)	Micanopy (5)
Bronson (E)	Geneva (7)	Middleburg (9)
Brooksville (5)	Graceville (3)	Milton (6)
Bunnell (3)	Green Cove Springs (3)	Munson (6)
Cantonment (6)	Gulf Breeze (6)	Newberry (5)
Cedar Keys (1)	Havana (6)	New Smyrna Beach (4)
Century (6)	Hawthorne (5)	North Dade (12)
Chiefland (3)	Hobe Sound (6)	North Key Largo (3)
Chipley (3)	Holley-Navarre (6)	Oak Hill (4)
Cocoa (7)	Hollywood (12)	Old Town (2)
Cocoa Beach (7)	Homestead (12)	Orange Park (9)
Coral Springs (12)	Islamorada (4)	Orlando (11)
Cross City (2)	Jacksonville (10)	Oviedo (11)
Daytona Beach (6)	Jacksonville Beach (9)	Pace (6)
DeBary (5)	Jay (E)	Pahokee (3)
Deerfield Beach (12)	Jensen Beach (6)	Palatka (4)
Deland (5)	Julington (9)	Palm Coast (3)
DeLeon Springs (4)	Jupiter (9)	Panama City (5)
Delray Beach (8)	Key Largo (4)	Panama City Beach (5)
Dunnellon (6)	Keystone Heights (3)	Pensacola (7)
East Orange (11)	Key West (4)	Perrine (12)
Eau Gallie (7)	Lake City (4)	Pierson (4)

E - See BellSouth General Subscriber Service Tariff.

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EXCHANGE SERVICE LIST, (Cont'd.)**BellSouth exchanges (and corresponding BellSouth rate group number) - ((Cont'd.)):**

Pomona Park (4)	Sebastian (6)	Vero Beach (5)
Pompano Beach (12)	Stuart (6)	Weekiwachee Springs (5)
Ponte Vedra Beach (9)	Sugarloaf Key (4)	Welaka (4)
Port St. Lucie (6)	Sunny Hills (3)	West Palm Beach (10)
St. Augustine (4)	Titusville (5)	Yankeetown (4)
St. Johns (11)	Trenton (E)	Youngstown-Fountain (5)
Sanford (8)	Vernon (3)	Yulee (9)

GTE exchanges (and corresponding GTE rate group number)

Bartow (4)	Mulberry (3)	Tampa - Central Area (5)
Bradenton (4)	Myakka (4)	Tampa - North Area (5)
Clearwater (5)	New Port Richey (3)	Tampa - East Area (5)
Englewood (2)	North Port (3)	Tampa - South Area (5)
Frostproof (1)	Palmetto (3)	Tampa - West Area (5)
Haines City (3)	Plant City (5)	Venice (4)
Hudson (3)	Polk City (3)	Winter Haven (4)
Indian Lake (1)	Sarasota (5)	Zephyrhills (2)
Lakeland (4)	St. Petersburg (5)	
Lake Wales (3)	Tarpon Springs (5)	

Sprint-Centel exchanges (and corresponding Sprint-Centel rate group number)

Alford (1)	Glendale (1)	Panacea (6)
Baker (2)	Grand Ridge (2)	Ponce de Leon (2)
Bonifay (1)	Greenville (6)	Reynolds Hill (1)
Cherry Lake (1)	Greenwood (2)	St. Marks (6)
Cottondale (2)	Kingsley Lake (2)	Santa Rosa Beach (4)
Crawfordville (6)	Lawtey (2)	Seagrove Beach (1)
Crestview (2)	Lee (1)	Shalimar (5)
DeFuniak Springs (2)	Madison (1)	Sneeds (2)
Destin (5)	Malone (2)	Sopchoppy (6)
Fort Walton Beach (5)	Marianna (3)	Starke (2)
Freeport (2)	Monticello (6)	Tallahassee (6)
	Valparaiso (5)	Westville (1)

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - A circuit between the station protector on the Customer's telephone service or PBX to, and including, the serving central office main frame.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service under terms and conditions of this price list. The Customer remains responsible for payment of services.

Auxiliary Line - An additional individual access line used for one-way (inward to the Customer) service.

Back-up Line - An optional service providing individual line Business Customers with an additional line for inward and outward calling with usage charges applying for originating and terminating calls.

Bandwidth - The difference, expressed in Hertz, between the highest and lowest frequencies of a band constituting a channel or circuit.

Baud - A unit of signaling speed. The speed in bauds is the number of signaling elements per second.

Bit - A unit of information content. A bit is the smallest unit of information in a binary system of notation.

Bit Rate - The speed at which bits are transmitted, expressed in bits per second.

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

Business Customer - In general, Business Customers are those who have access lines that terminate at offices, mills, stores or a business location. Business rates apply if the service is used primarily or substantially for business purposes even if the access line does not terminate at a business location, or if the access line has a business directory listing.

Call - A completed connection established between a calling station and one or more called stations.

Called Party - The person, individual, corporation, or other entity whose telephone number is called by the End User. For calls placed on an Collect Billing basis, the Called Party accepts responsibility for payment of the charges for use of services provided by Interloop.

Central Office - A local Company switching system where exchange service Customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel or Circuit - A transmission path or paths between two or more points having a bandwidth or transmission speed suitable to render service to a Customer.

Class of Service - A description of telephone service furnished a Customer in terms such as:

Grade of Line - Individual line

Type of Rate - Flat rate

Character of Use - Business or Residence

Dialing Method - Touch-Tone or Rotary

Collect Billing - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commission - Florida Public Service Commission.

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

Company or Carrier -Interloop, Inc. or otherwise clearly indicated by the context.

Customer or Subscriber - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's price list.

Day - From 8:00 AM up to but not including 5:00 PM local time Sunday through Friday.

Directory Assistance/Directory Assistance Call Completion (DA/DACC) - A service which provides the Customer a local exchange Customer telephone number and local call completion to the number provided, if requested, given a listed name and address.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Carrier under the provisions and regulations of this price list. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Exchange - A central office or group of central offices, together with the Customer's stations and lines connected thereto, forming a local system which furnishes means of telephonic intercommunication without toll charges between Customers within a specified area, usually a single city, town or village.

Exchange Service Area - The territory, including the base rate, suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

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

Extended Area Service - A type of service where Customers of a given exchange may complete calls to and, where provided by the price list, receive messages from one or more exchanges without the application of long distance message telecommunications charges.

Flat Rate Service - A classification of exchange service for which a stipulated charge is made, regardless of the amount of use.

Holidays - The Company's recognized holidays are New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

Hunting - Routes a call to an idle Station line.

Individual Case Basis (ICB) - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Interloop - Refers to Interloop, Inc., issuer of this Price List.

LATA - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

LEC - Local Exchange Company

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

Multiplexing - The act of combining a number of individual message circuits for transmission over a common transmission path.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

Nonrecurring Charges (NRC) - One-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

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

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

Premises - A building or buildings on contiguous property.

Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Residential Customer - In general, Residential Customers are those who have access lines that terminate at a private residence where a business listing is not employed in the Company's telephone directory. Customers residing college dormitory rooms, apartment complexes, hotels, etc. that subscribe to individual service are also considered Residential Customers.

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

Service Connection Charge - A nonrecurring charge applying to the establishment of basic telephone service for a Customer and certain subsequent additions to that service.

Serving Wire Center - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

Station - Telephone equipment from or to which calls are placed.

Station to Station Call - A service whereby the person originating the call either dials the telephone number desired or gives to the company operator the telephone number of the desired telephone, PBX station, or the name and address under which such number is listed and does not specify a particular person to be reached.

Suspension of Service - An arrangement made at the request of the Customer, or initiated by the Company for violation of price list regulations by the Customer, for temporarily discontinuing service without terminating the service agreement or removing the telephone equipment from the Customer's premises.

Termination Charge - A charge applied when a Customer discontinues an item of service or equipment prior to the expiration of the initial service period designated for such item. The basic termination charge is an amount established for an individual item of service or equipment from which the termination charge is computed.

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

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this price list in connection with one-way and/or two-way information transmission originating from points within the State of Florida, and terminating within a local calling area as defined herein. Service quality will be comparable to that provided by the Incumbent LECs in Florida.

The Company is responsible under this price list only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions**

- A.** Service is provided on the basis of a minimum period of at least six months, 24-hours per day. For the purpose of computing charges in this price list, a month is considered to have thirty (30) days.
- B.** Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this price list. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C.** Except as otherwise stated in the price list, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this price list prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D.** Service may be terminated upon written notice to the Customer if:
 - (1)** the Customer is using the service in violation of this price list; or
 - (2)** the Customer is using the service in violation of the law.
- E.** This price list shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions, (cont'd.)**

- F.** Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

- G.** To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.

- H.** The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability**

- A.** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been dis(Cont'd.), to a refund of the amount erroneously billed, unless ordered by the Commission.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability, (cont'd.)**

- D.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- 1.** Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - 2.** Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - 3.** Any unlawful or unauthorized use of the Company's facilities and services;
 - 4.** Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 - 5.** Breach in the privacy or security of communications transmitted over the Company's facilities;

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability, (cont'd.)****D. ((Cont'd.))**

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any noncompletion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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Hollywood, FL 33020

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability, (cont'd.)**

- E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F.** The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G.** Failure by the Company to assert its rights pursuant to one provision of this price list does not preclude the Company from asserting its rights under other provisions.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provision of Equipment and Facilities**

- A.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- B.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- C.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- D.** Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- E.** The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1.** the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - 2.** the reception of signals by Customer-provided equipment; or
 - 3.** network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.7 Non-Routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this price list, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

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2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company (Cont'd.)****2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this price list remains in the Company, its partners, agents, contractors or suppliers.

2.2 Prohibited Uses

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Florida Public Service Commission's regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this price list will apply.

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2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer****2.3.1 General**

The Customer shall be responsible for:

- A.** the payment of all applicable charges pursuant to this price list;
- B.** damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C.** providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D.** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer (Cont'd.)****2.3.1 General (cont'd.)**

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer (Cont'd.)****2.3.2 Liability of the Customer**

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other price list of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this price list including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this price list is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels****2.4.1 General**

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this price list. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this price list.

2.4.2 Station Equipment

- A.** Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- B.** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels, (Cont'd.)****2.4.3 Interconnection of Facilities**

SECTION 2.4.3 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE FLORIDA PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

- A. Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Florida Public Service Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- B. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- C. Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price lists of the other communications carriers which are applicable to such connections.
- D. Facilities furnished under this price list may be connected to Customer provided terminal equipment in accordance with the provisions of this price list. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

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Hollywood, FL 33020

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels, (Cont'd.)****2.4.4 Inspections**

- A.** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- C.** If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Customer Deposits and Advance Payments****2.5.1 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

2.5.2 Deposits

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Florida Public Service Commission Rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two and one-half twelfths of the estimated charge for the service for the ensuing twelve months. A deposit may be required in addition to an advance payment.
- B. Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.

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Hollywood, FL 33020

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Customer Deposits and Advance Payments (Cont'd.)****2.5.2 Deposits, (cont'd.)**

- C. Deposits will accrue interest annually at the rate of 7% per annum in accordance with Florida Public Service Commission Rules. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.
- D. The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve consecutive months without having had service dis(Cont'd.) for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

2.6 Payment Arrangements**2.6.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Florida gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Florida Revenue Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Florida, or both, and are charged to a subscriber's telephone number or account in Florida.

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2514 Hollywood Boulevard, Suite 402-408
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Payment Arrangements, (Cont'd.)****2.6.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this price list or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is dis(Cont'd.).

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2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Payment Arrangements, (Cont'd.)****2.6.2 Billing and Collection of Charges, (cont'd.)**

- E.** If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- F.** The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Florida Public Service Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:
- Florida Public Service Commission
Gerald L. Gunter Building, Room 270
2540 Shumard Oaks Boulevard
Tallahassee, Florida 32399-0850
- G.** If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 3.5.

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2514 Hollywood Boulevard, Suite 402-408
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Payment Arrangements, (Cont'd.)****2.6.3 Discontinuance of Service for Cause**

The Company may discontinue service for the following reasons provided in this Section 2.6.3. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

- A. Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 29 days from the date of the bill and only following proper written notification.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

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2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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

2.6 Payment Arrangements, (Cont'd.)

2.6.3 Discontinuance of Service for Cause, (cont'd.)

- E.** Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F.** Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- G.** Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- H.** Without notice in the event of tampering with the equipment or services furnished by the Company.
- I.** The Customer is responsible for providing adequate access lines to enable the Company to terminate all 800 Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with thirty (30) days written notice.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Payment Arrangements, (Cont'd.)****2.6.4 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide the Company thirty (30) days oral or written notice of desire to terminate service.

2.6.5 Cancellation of Application for Service

- A.** Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B.** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C.** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D.** The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

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2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Payment Arrangements (Cont'd.)****2.6.6 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6.7 Bad Check Charge

A service charge equal to the greater of \$20.00 will be assessed in accordance with Florida law for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

2.7 Allowances for Interruptions in Service**2.7.1 General**

- A.** A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this price list.
- B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

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2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Allowances for Interruptions in Service, (Cont'd.)****2.7.1 General (cont'd.)**

- C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A.** Due to the negligence of or noncompliance with the provisions of this price list by any person or entity other than the Company, including but not limited to the Customer;
- B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C.** Due to circumstances or causes beyond the reasonable control of the Company;
- D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

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2514 Hollywood Boulevard, Suite 402-408
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Allowances for Interruptions in Service, (Cont'd.)****2.7.2 Limitations of Allowances, (cont'd.)**

- E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- F.** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H.** That was not reported to the Company within thirty (30) days of the date that service was affected.

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Allowances for Interruption in Service, (Cont'd.)****2.7.4 Application of Credits for Interruptions in Service**

- A.** Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B.** For calculating credit allowances, every month is considered to have thirty (30) days.
- C.** A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Allowances for Interruption in Service, (Cont'd.)****2.7.4 Application of Credits for Interruptions in Service (cont'd.)****D. Interruptions of 24 Hours or Less**

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Allowances for Interruption in Service, (Cont'd.)****2.7.5 Limitations on Allowances**

No credit allowance will be made for:

- A. interruptions due to the negligence of or noncompliance with the provisions of this price list by the Customer, authorized user or joint user;
- B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- C. interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- D. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- E. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- F. interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- G. that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.7.6 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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Hollywood, FL 33020

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C. all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Use of Customer's Service by Others****2.9.1 Resale and Sharing**

SECTION 2.9.1 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE FLORIDA PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this price list. Any service provided under this price list may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Florida Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this price list, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.9.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this price list. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

2.10 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

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

2.11 Notices and Communications

- 2.11.1** The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.11.2** The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.11.3** Except as otherwise stated in this price list, all notices or other communications required to be given pursuant to this price list will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.11.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.12 Taxes

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.12 Levels of Service Quality Objectives, (Cont'd0**

The Company will endeavor at all times to provide its Customers with high quality, reliable telecommunications services. However, the Company's ability to meet the stated service quality objectives is ultimately subject to the availability of any ILEC network and outside plant facilities and equipment which it utilizes, and the timeliness of the ILEC's response to Company-initiated requests for service installation and repair.

2.12.1 Limitations

Service quality objectives for installation, maintenance and repair as described herein apply only to single-line residence and business services.

Emergency conditions under which service quality objectives described in this section may not be met include but are not limited to Acts of God, fires, floods, earthquakes, hurricanes, tornados, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; or compliance with any law, order, regulation or other action of any governing authority or agency which impairs or interferes with the Company's normal business operations.

Service quality objectives apply to services and equipment provided by the Company only. The Company may be unable to meet these objectives due to the unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties under the direction of the Customer.

The Company's liability, where applicable, in the event that it is unable to meet the objectives described herein will be subject to the limitations of liability and credits and allowances for interruptions of service as provided in this Price List.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.12 Levels of Service Quality Objectives, (Cont'd.)****2.12.2 Installations**

Where ILEC central office and outside plant facilities are readily available, the Company's objective for fulfillment of single-line residence and business Customer requests for primary service following receipt of application for same when all tariff requirements relating thereto have been complied with, except those instances where a later installation date is required by the Customer or where special equipment or services are involved, is five working days.

2.12.3 Maintenance and Repairs

The Company shall make reasonable attempts to restore service on the same day that an interruption is reported by the Customer where the trouble is the result of equipment or facilities provided by the Company. In those instances, the Company's objective for *repair or restoration of service for single-line residence and business Customers* following receipt of a Customer trouble report and obtaining sufficient information from the Customer to identify and diagnose the problem is as follows:

- (A) Restoration of 95% of interrupted service lines within 24 hours of receipt of the trouble report.
- (B) Clearing of 95% of service affecting troubles within 72 hours of receipt of trouble report.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.12 Levels of Service Quality Objectives, (Cont'd.)****2.12.4 Grade of Service**

Subject to the adequacy of facilities and equipment provided to the Company by incumbent local exchange carriers, the Company's objective grade of service standards are as follows:

- (A) During the average busy season busy hour, at least 90% of all calls offered to any trunk group shall not encounter an all-trunk busy condition.
- (B) During the average busy season busy hour, at least 90% of intra-office, inter-office, extended area and intraLATA direct distance dialed calls carried by the Company will encounter a ring back tone, line busy signal, or non-working number intercept facility (operator or recording) after completion of dialing.

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SECTION 3 - SERVICES AND RATES

3.1 General

3.1.1 Interloop is a reseller of local exchange services providing basic local exchange communications services throughout Florida.

Interloop's rates and services are based on the rates and services of the large incumbent local exchange carriers. This tariff documents the rates and services for Interloop's provision of local exchange service.

Customers are billed based on their use of Interloop's network and services. Charges may vary by service offering, class of service, CLASS/custom calling feature(s), class of call, time of day, day of week, and/or call duration.

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LEC: BellSouth Telecommunications, Inc.

The Company provides access to operator services, "911" services, and relay services for the hearing impaired, as required in Chapter 364.337(2), Fla. Statutes.

3.1.2 Basic Service Description

The Company intends to provide local exchange service in Florida as a reseller of the incumbent local exchange company's facilities and as a facilities-based provider utilizing its own leased switches and local loops provided by the incumbent LECs.

Access will be provided to 911 emergency services, operator services and telecommunications relay services 24 hours a day / 7 days a week via the facilities of the underlying local exchange company.

3.1.3 Service Quality Description

Service provided by the Company is at a level equivalent to the service of the incumbent local exchange company.

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SECTION 3 - SERVICES AND RATES, (CONT'D.)

3.2 Rate Periods

The Company does not offer services with rates based on time of day.

3.3 Calculation of Distance

The Company does not offer services with rates based on distance.

3.4 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.4.1** Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 3.4.2** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 3.4.3** Timing terminates on all calls when either the calling or called party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 3.4.4** Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.4.5** All times refer to local time.
- 3.4.6** There is no charge for an incomplete call.

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SECTION 3 - SERVICES AND RATES, (CONT'D.)**3.5 Emergency Services Calling Plan**

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer. 9-1-1 service will be maintained during temporary disconnections for nonpayment of a residential subscriber's local exchange service.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

- 3.5.1** Governmental fire fighting, Florida State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- 3.5.2** An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

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SECTION 3 - SERVICES AND RATES, (CONT'D.)**3.6 Telecommunications Relay Service**

For intrastate toll calls received from the relay service, call charges shall be discounted by 50% from the otherwise applicable usage rate for a voice non-relay call, except that where the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent. 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 call surcharge.

3.7 Discounts for Hearing Impaired Customers

Intrastate toll message rates for a telecommunications device for the deaf (TDD) user, which is communicated using a TDD by property certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, shall be evening rates for daytime calls and night rates for evening and night calls.

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SECTION 3 - SERVICES AND RATES, (CONT'D.)**3.8 Network Bundled Services**

The Company offers several bundled packages of telecommunications services. Each bundled service includes a combination of local exchange service and interexchange long distance services. Bundled services may also include services not regulated by the Commission such as web hosting, internet access or voice mail services. Such services may be included in the bundled service price or provided as optional add-ons at an additional cost. Local Calling Areas mirror those of the ILEC.

3.8.1 Voice over DSL

Voice over DSL allows Customers to place local exchange calls and interexchange calls. Service is provided over a Digital Subscriber Line (DSL) - a high-speed data access service that uses digital subscriber line technology.

A. Definitions applicable to DSL service:

- (1) **Downstream Speed** - The amount of bandwidth capacity that the Customer will receive from the Internet to the Customer's location. This number refers to the speed at which files can be downloaded from the Internet.
- (2) **Upstream Speed** - The amount of bandwidth capacity that the Customer will have from the location to the Internet. This number refers to the speed at which files can be sent to the Internet.

B. Voice Over DSL Options

Various DSL options are available, based upon the upstream and downstream speed combinations chosen by the Customer. Speed and type of DSL is dependent on line conditions and customer location. The data speeds specified are maximum speeds. Actual speeds may be lower due to the impact of loop distance, modem technology and other limiting factors. Not all speeds will be available for all Customers. The following options are available:

- iDSL - provides maximum speeds of 144 kilobits per second (kbps) downstream and 144 kbps upstream.
- sDSL - provides maximum speeds of 384 kilobits per second (kbps) downstream and 384 kbps upstream.

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Hollywood, FL 33020

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SECTION 3 - SERVICES AND RATES, (CONT'D.)

3.8 Network Bundled Services, (Cont'd.)

3.8.1 Voice over DSL, (Cont'd.)

C. Business Packages:

The Business Packages listed below are available on a monthly basis. All packages include direct dial flat rate local services and direct dial long distance service minutes. Monthly cost does not include internet access, web hosting, voice mail or other unregulated features.* Custom Calling features may be purchased at an additional cost.

	Business 4	Business 6	Business 8	Business 12
Voice and/or Fax Lines	4	6	8	12
Long Distance **	400 minutes	600 minutes	800 minutes	1200 minutes
Monthly Cost	\$289.00	\$339.00	\$389.00	\$489.00

Toll calls above the call allowance:

LATA 460 1+ calls:

Per Minute
\$0.03

* The Commission does not regulate internet access or web hosting.

** Long distance above the stated call allowance is billed on a usage basis. Intrastate rates are available in the Company's Florida interexchange Tariff No. 1.

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SECTION 3 - SERVICES AND RATES, (CONT'D.)

3.8 Network Bundled Service (Cont'd.)

3.8.2 Local T-1 Service 8

Network Bundled Service is available of T-1 service. The Local T-1 Service 8 packages listed below are based on transmission speed and are available on a monthly basis. All packages include direct dial flat rate local services and direct dial long distance service minutes. Monthly cost does not include internet access, web hosting, voice mail or other unregulated features.* Custom Calling features may be purchased at an additional cost. Local Calling Areas mirror those of the ILEC.

	256 K	384K	512K	768K
Voice Trunks	8	8	8	8
Long distance	750 minutes	750 minutes	750 minutes	750 minutes
Monthly Cost	\$599.00	\$699.00	\$799.00	\$899.00

Local toll calls above the call allowance:

- LATA 460 1+ calls:

Per Minute
\$0.01

* The Commission does not regulate internet access or web hosting.

rates **Long distance above the stated call allowance is billed on a usage basis. Intrastate are available in the Company's Florida interexchange Tariff No. 1.

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SECTION 3 - SERVICES AND RATES, (CONT'D.)

3.8 Network Bundled Service (Cont'd.)

3.8.3 Local T-1 Service 12

Network Bundled Service is available of T-1 service. The Local T-1 Service 12 packages listed below are based on transmission speed and are available on a monthly basis. All packages include direct dial flat rate local services and direct dial long distance service minutes. Monthly cost does not include internet access, web hosting, voice mail or other unregulated features. * Custom Calling features may be purchased at an additional cost. Local Calling Areas mirror those of the ILEC.

	256 K	384K	512K	768K
Voice Trunks	12	12	12	12
Long distance	750 minutes	750 minutes	750 minutes	750 minutes
Monthly Cost	\$699.00	\$799.00	\$899.00	\$999.00

Local toll calls above the call allowance:

- LATA 460 1+ calls: **Per Minute**
\$0.01

* The Commission does not regulate internet access or web hosting.

rates **Long distance above the stated call allowance is billed on a usage basis. Intrastate are available in the Company's Florida interexchange Tariff No. 1.

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Hollywood, FL 33020

SECTION 3 - SERVICES AND RATES, (CONT'D.)

3.8 Network Bundled Service (Cont'd.)

3.8.4 Local T-1 Service 16

Network Bundled Service is available of T-1 service. The Local T-1 Service 16 packages listed below are based on transmission speed and are available on a monthly basis. All packages include direct dial flat rate local services and direct dial long distance service minutes. Monthly cost does not include internet access, web hosting, voice mail or other unregulated features. * Custom Calling features may be purchased at an additional cost. Local Calling Areas mirror those of the ILEC.

	256 K	384K	512K	768K
Voice Trunks	16	16	16	16
Long distance	750 minutes	750 minutes	750 minutes	750 minutes
Monthly Cost	\$799.00	\$899.00	\$999.00	\$1099.00

Local toll calls above the call allowance:

- LATA 460 1+ calls: **Per Minute**
\$0.01

* The Commission does not regulate internet access or web hosting.

rates **Long distance above the stated call allowance is billed on a usage basis. Intrastate are available in the Company's Florida interexchange Tariff No. 1.

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Hollywood, FL 33020

SECTION 3 - SERVICES AND RATES, (CONT'D.)

3.8 Network Bundled Service (Cont'd.)

3.8.5 Local T-1 Service 20

Network Bundled Service is available of T-1 service. The Local T-1 Service 20 packages listed below are based on transmission speed and are available on a monthly basis. All packages include direct dial flat rate local services and direct dial long distance service minutes. Monthly cost does not include internet access, web hosting, voice mail or other unregulated features. * Custom Calling features may be purchased at an additional cost. Local Calling Areas mirror those of the ILEC.

	256 K	384K	512K	768K
Voice Trunks	20	20	20	20
Long distance	750 minutes	750 minutes	750 minutes	750 minutes
Monthly Cost	\$899.00	\$999.00	\$1099.00	\$1199.00

Local toll calls above the call allowance:

- LATA 460 1+ calls:	Per Minute \$0.01
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* The Commission does not regulate internet access or web hosting.

rates **Long distance above the stated call allowance is billed on a usage basis. Intrastate are available in the Company's Florida interexchange Tariff No. 1.

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SECTION 3 - SERVICES AND RATES, (CONT'D.)

3.9 Local Exchange Flat Rate Service with Features

Local Exchange Flat Rate Service provides specific calling features in conjunction with a flat rate local exchange access line for unlimited calling within a local exchange area. A Customer may select an unlimited number of calling features from the selection list. All rules, regulations and limitations specific to the individual features apply. Service charges usually applied to additions, deletions or changes to the features requested do not apply to additions, deletions or changes to features with respect to this service. Local Calling Areas mirror those of the ILEC.

3.9.1 Features available with this service:

Custom Calling Services with the exception of Three-Way Calling with Transfer

CLASS features excluding Calling Number Delivery Blocking - Permanent

Customized Code Restriction

Specialized Ring Service

Message Waiting Indication

3.9.2. Rates and Charges

	Per Month
Residential:	\$28.22
Business:	\$49.99

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Hollywood, FL 33020

SECTION 3 - SERVICES AND RATES, (CONT'D.)**3.10 Local Exchange Flat Rate Service**

Local Exchange Flat Rate Service provides Customers with a stand-alone local exchange access line for unlimited calling within a local exchange calling area. Local Calling Areas mirror those of the ILEC.

<u>Local Calling Area</u>	<u>Residential</u>	<u>Business</u>
Key West/Key Largo	\$ 7.98	\$23.50
Belle Glade/Marathon	\$7.69	\$22.48
Miami/North Dade	\$10.12	\$29.75
Hollywood/Ft. Lauderdale	\$10.12	\$29.75
West Palm Beach/Jupiter	\$10.00	\$29.75
Boynton Beach/Boca Raton	\$10.00	\$28.75
Delray Beach	\$9.00	\$27.31
Ft. Pierce/Vero Beach	\$8.30	\$24.50
Stuart/Port St. Lucie	\$8.70	\$25.57

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EFFECTIVE: October 13, 2000

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SECTION 3 - SERVICES AND RATES, (CONT'D.)**3.11 PBX Trunk Service**

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network.

PBX Trunks are available to as Inward, Outward or Two-Way combination trunks where services and facilities permit.

Each PBX Trunk is provided with touch tone signaling at no additional charge. An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group.

PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges.

Rate Per Month, per trunk	\$47.00
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SECTION 3 - SERVICES AND RATES, (CONT'D.)**3.12 Service Order Charges**

The following nonrecurring charges apply to processing service orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code. Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same Customer Premises.

	<u>Business</u>	<u>Residential</u>
Line Connection Charge		
First Line	\$56.00	\$40.00
Each Additional Line	\$12.00	\$12.00
Line Change Charge		
First Line	\$38.00	\$23.00
Each Additional Line	\$11.00	\$11.00
Secondary Service Order Charge	\$19.00	\$10.00

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Hollywood, FL 33020

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SECTION 3 - SERVICES AND RATES, (CONT'D.)

3.13 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

Duration of time, per technician

	<u>Business</u>	<u>Residential</u>
Initial 15 minute increment	\$28.00	\$25.00
Each Additional 15 minute increment	\$ 9.00	\$ 9.00

4.3 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

<u>Business</u>	<u>Residential</u>
\$38.00	\$23.00

ISSUED: October 12, 2000

EFFECTIVE: October 13, 2000

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2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

SECTION 3 - SERVICES AND RATES, (CONT'D.)**3.14 Optional Calling Features**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

3.14.1 Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

A. In BellSouth Areas

Optional Calling Features	Business	Residential
Three-Way Calling	\$0.75	\$0.75
Call Return	\$0.75	\$0.75
Busy Connect	\$0.75	\$0.75
Repeat Dialing	\$0.75	\$0.75
Calling Number Delivery Blocking, Per Call	\$0.75	No Charge

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

ISSUED: October 12, 2000

EFFECTIVE: October 13, 2000

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2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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SECTION 3 - SERVICES AND RATES, (CONT'D.)**3.14 Optional Calling Features, (Cont'd.)****3.14.2 Features Offered on Monthly Basis**

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

Optional Calling Feature	Residential	Business
Call Waiting	\$3.90	\$5.94
Call Forwarding - busy line	\$0.95	\$3.08
Call Forwarding - don't answer	\$0.95	\$3.08
Call Forwarding - variable	\$2.85	\$4.75
Remote Access - call forwarding variable	\$4.95	\$8.55
Speed Calling (30 code)	\$2.85	\$4.75
Speed Calling (8 code)	\$1.90	\$2.85
Three Way Calling	\$3.80	\$4.75
Customer Control of CF-BL	\$2.85	\$5.94
Customer Control of CF-DA	\$2.85	\$5.94
Customer Control of CF-BL, MP	\$1.90	\$2.85
Customer Control of CF-DA, MP	\$1.90	\$2.85
Remote Access of CF-BL, MP	\$2.85	\$2.85
Call Forwarding DA - Ring Control	\$0.95	\$3.08
Flexible Call Forwarding	\$4.75	\$8.55
Flexible Call Forwarding with ACN	\$6.65	\$10.45
Flexible Call Forwarding Plus	\$6.65	N/A
Flexible Call Forwarding Plus with ACN	\$8.55	N/A
Call Waiting Deluxe*	\$5.70	N/A
Hunting / Rollover Service	N/A	\$9.50
Voice Mail	\$4.00	\$7.00
Stutter Dial Tone	\$1.00	\$1.00
Caller ID	\$7.12	\$9.00
Ring Master	\$3.80	\$3.80

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EFFECTIVE: October 13, 2000

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Hollywood, FL 33020

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SECTION 3 - SERVICES AND RATES, (CONT'D.)**3.15 Listing Services**

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

3.15.1 Non-Published Service

Non-published service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

There is a monthly charge for each non-published service. This charges does not apply if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

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2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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SECTION 3 - SERVICES AND RATES, (CONT'D.)

3.15 Listing Services, (Cont'd.)

3.15.2 Non-Listed Service

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

There is a monthly charge for each non-listed service. This charges applies if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

3.15.3 Rates and Charges

A. In BellSouth Areas

	<u>Business</u>	<u>Residential</u>
Non-Published Number, per line	\$1.45	\$1.45
Non-Listed Number, per line	\$0.70	\$0.70
Additional Listing, per listing	\$1.20	\$1.20

ISSUED: October 12, 2000

EFFECTIVE: October 13, 2000

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SECTION 3 - SERVICES AND RATES, (CONT'D.)**3.16 Directory Assistance Services**

There shall be no charge for the first 50 directory assistance calls made per billing cycle for lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 calls within a billing cycle.

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number.

A. In BellSouth Areas

Each Local Directory Assistance Call	\$0.25
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SECTION 3 - SERVICES AND RATES, (CONT'D.)**3.17 Local Operator Services**

Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services, and to Customers and Users of exchange access lines.

3.17.1 Definitions

Collect Billing - A billing arrangement whereby the originating caller may bill charges for a call to the called party, provided the called party agrees to accept the charges. The terms and conditions of the called party's local exchange company apply to payment arrangements.

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Station-to-Station Card: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or nonproprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then request the operator to dial the called station.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number. The terms and conditions of the third party's local exchange company apply to payment arrangements.

ISSUED: October 12, 2000

EFFECTIVE: October 13, 2000

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SECTION 3 - SERVICES AND RATES, (CONT'D.)**3.17 Local Operator Services, (Cont'd.)****3.17.1 Definitions**

Operated Dialed Surcharge: Station-to-Station operator assisted or Person-to-Person operator assisted calls (excluding those billed to calling cards) where the operator dials the terminating number. Operator Dialed Surcharge is in addition to any applicable Billing Surcharge. The following Operator Assisted Local Calls are exempted from the service charge:

- (1) Calls to designated Company numbers for official telephone business;
- (2) Emergency calls to recognizable authorized civil agencies;
- (3) Those cases where a Company operator provides assistance to:
 - (a) Re-establish a call which has been interrupted after the calling number has been reached.
 - (b) Reach the calling telephone number where facility problems prevent customer dial completion.
 - (c) Place a sent-paid call for a calling party who identifies himself as being handicapped and unable to dial the call because of his handicap.

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EFFECTIVE: October 13, 2000

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Hollywood, FL 33020

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SECTION 3 - SERVICES AND RATES, (CONT'D.)

3.17 Local Operator Services, (Cont'd.)

3.17.2 Service Charges

Local exchange calls may be placed on an Operator Assisted basis. Service charges for Operator Assisted calls are detailed below. These charges are in addition to, if any, usage rates.

Calls Placed From Call Aggregator or Payphone Locations to Non- subscribed Customers:

	Per Call
Station-to-Station	\$1.75
Person to Person	\$3.25

Calls Placed by Presubscribed Customers

Station to Station	\$0.80
Person to Person	\$3.25
Operator Dialed	\$1.75
Third Party Calling	\$1.75
Collect	\$1.75

ISSUED: October 12, 2000

EFFECTIVE: October 13, 2000

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Hollywood, FL 33020

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SECTION 3 - SERVICES AND RATES, (CONT'D.)**3.17 Local Operator Services, (Cont'd.)****3.17.3 Busy Line Verify and Line Interrupt Service**

Upon request of a calling party the Company will verify a busy condition on a called line.

- A.** The operator will determine if the line is clear or in use and report to the calling party.
- B.** The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.
- C.** A charge will apply when:
 - 1) The operator verifies that the line is busy with a call in progress.
 - 2) The operator verifies that the line is available for incoming calls.
 - 3) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.
- D.** No charge will apply when the calling party advises that the call is to or from an official public emergency agency.
- E.** Business Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- F.** The Customer shall identify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.
- G. Rates**

Busy Line Verify Service	\$1.65 (each request)
Busy Line Verify and Busy Line Interrupt Service	\$2.90 (each request)

 ISSUED: October 12, 2000

EFFECTIVE: October 13, 2000

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2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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SECTION 3 - SERVICES AND RATES, (CONT'D.)**3.18 Carrier Presubscription****3.18.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

3.18.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription

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SECTION 3 - SERVICES AND RATES, (CONT'D.)**3.18 Carrier Presubscription****3.17.1 General**

Option E: Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.

Option F: Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

3.18.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 9.4.5 below:

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Hollywood, FL 33020

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SECTION 3 - SERVICES AND RATES, (CONT'D.)**3.18 Carrier Presubscription****3.18.4 Presubscription Procedures**

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 9.1.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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2514 Hollywood Boulevard, Suite 402-408
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SECTION 3 - SERVICES AND RATES, (CONT'D.)**3.18 Carrier Presubscription, (Cont'd.)****3.18.5 Presubscription Charges****A. Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 9.1.4 above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

B. Nonrecurring Charges

Per business or residence line, trunk, or port

Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

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2514 Hollywood Boulevard, Suite 402-408
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SECTION 4 - PROMOTIONAL OFFERINGS**4.1 Special Promotions**

The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's tariff as an addendum to the Carrier's price lists.

4.2 Discounts

The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day" may also be included in the tariff).

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2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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SECTION 5 - SPECIAL ARRANGEMENTS**5.1 Special Construction****5.1.1 Basis for Charges**

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: non-recurring type charges; recurring type charges; termination liabilities; or combinations thereof.

5.1.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

- A. The termination liability period is the estimated service life of the facility provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts for:
 - 1. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - (a) equipment and materials provided or used,
 - (b) engineering, labor and supervision,
 - (c) transportation, and
 - (d) rights-of-way;
 - 2. license preparation, processing, and related fees;
 - 3. tariff preparation, processing, and related fees;
 - 4. cost of removal and restoration, where appropriate; and
 - 5. any other identifiable costs related to the specially constructed or rearranged facilities.

ISSUED: October 12, 2000

EFFECTIVE: October 13, 2000

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Hollywood, FL 33020

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SECTION 5 - SPECIAL ARRANGEMENTS, (CONT'D.)**5.2 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

ISSUED: October 12, 2000**EFFECTIVE: October 13, 2000**

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2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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