



December 4, 2000

VIA OVERNIGHT MAIL

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

001752-TI

Re: Telstar International, Inc. d/b/a Telstar-USA, Inc. Application for Authority to Provide Interexchange Telecommunications Service Between Points Within the State of Florida

Dear Sir or Madam:

Telstar International, Inc. d/b/a Telstar-USA, Inc. ("Telstar") hereby submits an original and seven (7) copies of its application for authority to provide interexchange telecommunications service between points within the state of Florida. Also enclosed is a copy of Telstar's proposed tariff and a check in the amount of \$250.00. Please note that Exhibit A includes financial documents which are proprietary and confidential and as such, Telstar is requesting protective treatment of these documents.

Please date stamp the extra copy and return it to me in the enclosed self-addressed stamped envelope. Thank you for your attention to this matter. Should you have any questions or concerns regarding this filing, please contact me at the below number.

Very truly yours,

Hope Barbulescu
Director of Regulatory Affairs
Ph: (914) 428-5555 ext. 219
Fx: (914) 428-5640
hope@telstar-usa.com

Encls.

This claim of confidentiality was filed by or on behalf of a "telco" for Confidential DN 15537-00. The document is in locked storage pending advice on handling. To access the material, your name must be on the CASR. If undocketed, your division director must obtain written EXD/Tech permission before you can access it.

TELSTAR INTERNATIONAL, INC. One North Broadway, Suite 128, White Plains, NY 10601
TEL: (914) 428-5555 FAX: (914) 428-5640



DOCUMENT NUMBER-DATE

15536 DEC-58

FPSC-RECORDS/REPORTING



December 4, 2000

VIA OVERNIGHT MAIL

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

001752-TI

Re: Telstar International, Inc. d/b/a Telstar-USA, Inc. Application
for Authority to Provide Interexchange Telecommunications
Service Between Points Within the State of Florida

Dear Sir or Madam:

Telstar International, Inc. d/b/a Telstar-USA, Inc. ("Telstar") hereby submits an original and seven (7) copies of its application for authority to provide interexchange telecommunications service between points within the state of Florida. Also enclosed is a copy of Telstar's proposed tariff and a check in the amount of \$250.00. Please note that Exhibit A includes financial documents which are proprietary and confidential and as such, Telstar is requesting protective treatment of these documents.

Please date stamp the extra copy and return it to me in the enclosed self-addressed stamped envelope. Thank you for your attention to this matter. Should you have any questions or concerns regarding this filing, please contact me at the below number.

Very truly yours,

Hope Barbulescu
Director of Regulatory Affairs
Ph: (914) 428-5555 ext. 219
Fx: (914) 428-5640
hope@telstar-usa.com

Check received with filing fee
forwarded to Fiscal for deposit
Fiscal to forward a copy of check
to RAR with proof of deposit.
Initials of person who forwarded check:

Encls.

TELSTAR INTERNATIONAL, INC. One North Broadway, Suite 128, White Plains, NY 10601
TEL: (914) 428-5555 FAX: (914) 428-5640

DOCUMENT NUMBER-DATE

15536 DEC-5 8



FPSC-RECORDS/REPORTING

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

DIVISION OF REGULATORY OVERSIGHT
CERTIFICATION SECTION

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

001752-TI

Instructions

- ◆ This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 16).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

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

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

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

Florida Public Service Commission
Division of Regulatory Oversight
Certification Section
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6480

1. This is an application for (check one):
- Original certificate** (new company).
 - Approval of transfer of existing certificate:** Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.
 - Approval of assignment of existing certificate:** Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.
 - Approval of transfer of control:** Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

TELSTAR INTERNATIONAL INC.

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

TELSTAR USA, INC. (PLEASE SEE ATTACHED BYHBTG)

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

1 NORTH BROADWAY

WHITE PLAINS, NEW YORK 10601

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

NRAI SERVICES, INC.

526 EAST PARK AVENUE TALLAHASSEE, FL 32301

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

- Facilities-based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.

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

7. Structure of organization;

- | | |
|---------------------------|-------------------------|
| () Individual | () Corporation |
| (✓) Foreign Corporation | () Foreign Partnership |
| () General Partnership | () Limited Partnership |
| () Other _____ | |

8. **If individual**, provide:

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

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

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

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

F00000006485

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

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

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

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

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

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

(a) **The Florida registration number:** _____

15. Provide **F.E.I. Number** (if applicable): _____

16. Provide the following (if applicable):

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

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

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

(c) How is this information provided?

17. Who will receive the bills for your service?

- Residential Customers Business Customers
 PATs providers PATs station end-users
 Hotels & motels Hotel & motel guests
 Universities Universities dormitory residents
 Other: (specify) WHOLESALE PREPAID CARD PROVIDERS

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

(a) The application:

Name: HOPE BARBULESCU

Title: DIRECTOR OF REGULATORY AFFAIRS

Address: NORTH BROADWAY

City/State/Zip: WHITE PLAINS NEW YORK 10601

Telephone No.: 914-428-5555 ext. 219 Fax No.: 914-428-5640

Internet E-Mail Address: hope@telstar-usa.com

Internet Website Address: WWW.TELSTAR-USA.COM

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

Name: DAN PASCARU

Title: CHIEF FINANCIAL OFFICER & CHIEF OPERATIONS OFFICER

Address: 1 NORTH BROADWAY

City/State/Zip: WHITE PLAINS NY 10601

Telephone No.: 914-428-5555 ext. 224 Fax No.: 914-428-5640

Internet E-Mail Address: dan@telstar-usa.com

Internet Website Address: www.telstar-usa.com

(c) Complaints/Inquiries from customers:

Name: JANINE CATALDO

Title: DIRECTOR, CUSTOMER SERVICE

Address: 1 NORTH BROADWAY

City/State/Zip: WHITE PLAINS, NY 10601

Telephone No.: 914-428-5555 ext. 211 Fax No.: 914-428-5640

Internet E-Mail Address: Janine.Cataldo@telstar-usa.com

Internet Website Address: www.telstar-usa.com

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

NEW YORK, NEW JERSEY, MASSACHUSETTS

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

CONNECTICUT, TEXAS

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

NEW YORK, NEW JERSEY, MASSACHUSETTS

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

NONE

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

NONE

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

NONE

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

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

NONE

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

NONE

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

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

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

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

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

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

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

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

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

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

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

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

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

i. **Travel service**

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

j. **900 service**

k. **Operator services**

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

1. **Services included are:**

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

22. Submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

PLEASE SEE ATTACHED EXHIBIT B

23. Submit the following:

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

PLEASE SEE ATTACHED EXHIBIT C.

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

PLEASE SEE ATTACHED EXHIBIT C.

C. **Financial capability.**

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

PLEASE SEE ATTACHED PROPRIETARY EXHIBIT D

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

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

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

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

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


THIS PAGE MUST BE COMPLETED AND SIGNED

APPLICANT ACKNOWLEDGMENT STATEMENT

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

UTILITY OFFICIAL:

DORU PASCARU
Print Name


Signature

CHIEF FINANCIAL OFFICER
Title

12/4/00
Date

914-428-5555 ext. 224 914-428-5640
Telephone No. Fax No.

Address: TELSTAR INTERNATIONAL, INC.
NORTH BROADWAY
WHITE PLAINS, NEW YORK 10601

THIS PAGE MUST BE COMPLETED AND SIGNED

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

- () The applicant will **not** collect deposits nor will it collect payments for service more than one month in advance.

- () The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month.
(The bond must accompany the application.)

UTILITY OFFICIAL:

CONSTANTIN BARBULESCU
Print Name

PRESIDENT, TELSTAR INT'L, INC.
Title

914-428-5555 ext. 223
Telephone No.

Address:

1 NORTH BROADWAY
WHITE PLAINS, NEW YORK 10601

Constantin Barbulescu
Signature

12/4/00
Date

914-428-5640
Fax No.

THIS PAGE MUST BE COMPLETED AND SIGNED

AFFIDAVIT

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

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

UTILITY OFFICIAL:

CONSTANTIN BARBULESCU

Print Name

Constantin Barbulescu

Signature

PRESIDENT

Title

12/4/00

Date

914-428-5555 ext. 223

Telephone No.

914-428-5640

Fax No.

Address:

TELSTAR INTERNATIONAL, INC.
1 NORTH BROADWAY
WHITE PLAINS, NEW YORK 10601

CURRENT FLORIDA INTRASTATE SERVICES

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

If the answer is has, fully describe the following:

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

N/A

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

N/A

UTILITY OFFICIAL:

Constantin Barbolescu
Print Name

President
Title

914-428-5555 ext. 223
Telephone No.

Constantin Barbolescu
Signature

12/4/02
Date

914-428-5640
Fax No.

Address: TELSTAR INTERNATIONAL, INC.
1 NORTH BROADWAY
WHITE PLAINS, NEW YORK 10601

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

I, (Name) _____,

(Title) _____ of _____ (Name of Company)

and current holder of Florida Public Service Commission Certificate Number

_____, have reviewed this application and join in the petitioner's request for a:

() transfer

() assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Print Name

Signature

Title

Date

Telephone No.

Fax No.

Address: _____

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

1. **A written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
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3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

Print Name

Signature

Title

Date

Telephone No.

Fax No.

Address:

THIS PAGE MUST BE COMPLETED AND SIGNED

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 (The bond must accompany the application.)

UTILITY OFFICIAL:

Print Name

Signature

Title

Date

Telephone No.

Fax No.

Address: _____

THIS PAGE MUST BE COMPLETED AND SIGNED

AFFIDAVIT

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

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

UTILITY OFFICIAL:

Print Name

Signature

Title

Date

Telephone No.

Fax No.

Address:

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If the answer is has, fully describe the following:

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

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

UTILITY OFFICIAL:

Print Name

Signature

Title

Date

Telephone No.

Fax No.

Address: _____

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

I, (Name) _____,

(Title) _____ of
_____ (Name of Company)

and current holder of Florida Public Service Commission Certificate Number

_____, have reviewed this application and join in the petitioner's request
for a:

() transfer

() assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Print Name

Signature

Title

Date

Telephone No.

Fax No.

Address:

EXHIBIT A

TELSTAR INTERNATIONAL, INC. D/B/A TELSTAR-USA
AUTHORITY TO DO BUSINESS IN THE STATE OF FLORIDA
AND BOARD OF DIRECTORS RESOLUTION



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

November 21, 2000

HOPE BARBELESCU
TELSTAR INTERNATIONAL INC
1 NORTH BROADWAY
WHITE PLAINS, NY 10601

Qualification documents for TELSTAR INTERNATIONAL, INC. doing business in Florida as TELSTAR USA, INC. were filed on November 15, 2000 and assigned document number F00000006485. Please refer to this number whenever corresponding with this office.

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

The certification you requested is enclosed.

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

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

Should you have any questions regarding this matter, please telephone (850) 487-6051, the Foreign Qualification/Tax Lien Section.

Michael Mays
Document Specialist
Division of Corporations

Letter Number: 400A00059639

State of Florida



Department of State

I certify from the records of this office that TELSTAR INTERNATIONAL, INC. doing business in Florida as TELSTAR USA, INC., is a corporation organized under the laws of New York, authorized to transact business in the State of Florida, qualified on November 15, 2000.

The document number of this corporation is F00000006485.

I further certify that said corporation has paid all fees due this office through December 31, 2000, and its status is active.

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

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-first day of November, 2000



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

State of Florida



Department of State

I certify the attached is a true and correct copy of the application by TELSTAR INTERNATIONAL, INC. doing business in Florida as TELSTAR USA, INC., a New York corporation, authorized to transact business within the State of Florida on November 15, 2000 as shown by the records of this office.

The document number of this corporation is F00000006485.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-first day of November, 2000



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

RESOLUTION OF THE BOARD OF DIRECTORS

I, the undersigned Constantin Barbulescu, do hereby certify that this Resolution of the Board of Directors of Telstar International, Inc., a corporation duly organized and existing under the laws of the State of New York, was duly adopted on November 7, 2000.

Be it resolved, that Telstar International, Inc., organized and existing in the State of New York, hereby adopts the name Telstar USA for use in Florida.

Dated: 11/07/00



Signature of Chairman

Constantin Barbulescu, Chairman, Telstar International, Inc.

FILED

00 NOV 15 PM 10:14

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.

1. TEUSTAR INTERNATIONAL, INC.
(Name of corporation; must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)

2. NEW YORK, USA 3. 13-3837624
(State or country under the law of which it is incorporated) (FEI number, if applicable)

4. MAY 16, 1995 5. PERPETUAL
(Date of incorporation) (Duration: Year corp. will cease to exist or "perpetual")

6. UPON QUALIFICATION
(Date first transacted business in Florida. If corporation has not transacted business in Florida, insert "upon qualification.")
(SEE SECTIONS 607.1501, 607.1502 and 817.155, F.S.)

7. 1 NORTH BROADWAY WHITE PLAINS NEW YORK 10601
(Principal office address)

1 NORTH BROADWAY WHITE PLAINS NEW YORK 10601
(Current mailing address)

8. TELECOMMUNICATIONS SERVICE PROVIDER
(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box or Mail Drop Box NOT acceptable)

Name: NRAI Services, Inc.

Office Address: 526 E. Park Avenue

Tallahassee, FL, Florida 32301
(City) (Zip code)

FILED
00 NOV 15 PM 10:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

10. Registered agent's acceptance:
Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

NRAI Services, Inc.
Zulma M. Howarth, Asst Secy
(Registered agent's signature)

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and business addresses of officers and/or directors:

A. DIRECTORS

Chairman: CONSTANTIN BARBULESCU

Address: 1 NORTH BROADWAY
WHITE PLAINS NY 10601

Vice Chairman: DORU PASCARU

Address: TELSTAR INTERNATIONAL NORTH BROADWAY
WHITE PLAINS NEWYORK 10601

Director: _____

Address: _____

Director: _____

Address: _____

B. OFFICERS

President: CONSTANTIN BARBULESCU

Address: 1 NORTH BROADWAY
WHITE PLAINS NEWYORK 10601

Vice President: DORU PASCARU

Address: 1 NORTH BROADWAY
WHITE PLAINS NEWYORK 10601

Secretary: _____

Address: _____

Treasurer: _____

Address: _____

FILED
00 NOV 15 PM 10:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13. 

(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

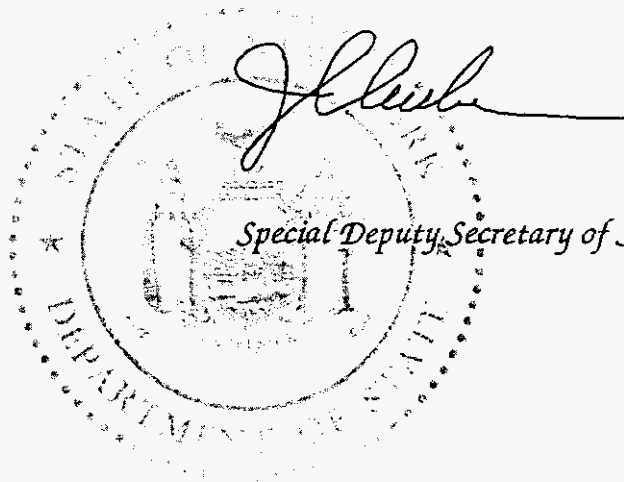
14. CONSTANTIN BARBULESCU, PRESIDENT

(Typed or printed name and capacity of person signing application)

State of New York } ss:
Department of State

I hereby certify, that the Certificate of Incorporation of TELSTAR INTERNATIONAL, INC. was filed on 05/18/1995, with perpetual duration, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is a subsisting corporation.

Witness my hand and the official seal
of the Department of State at the City
of Albany, this 08th day of November
two thousand.



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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

EXHIBIT B

TELSTAR INTERNATIONAL, INC. D/B/A TELSTAR-USA, INC.
PROPOSED TARIFF

TITLE SHEET

FLORIDA INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

TELSTAR INTERNATIONAL, INC d/b/a TELSTAR USA, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for intrastate interexchange telecommunications services provided by Telstar International, Inc. d/b/a/ Telstar USA Inc. ("Telstar") with principal offices at 1 North Broadway, White Plains, New York 10601. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected during normal business hours, at Telstar's principal place of business.

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Date Effective: _____

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**CONCURRING, CONNECTING, OR OTHER PARTICIPATING CARRIERS AND
BILLING AGENTS**

1. Concurring Carriers – None
2. Connecting Carriers – None
3. Other Participating Carriers – None
4. Billing Agents – None

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CHECK SHEET

Sheets 1 through 28 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of the sheet.

<u>Sheet</u>	<u>Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original

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TARIFF FORMAT

A. **Sheet Numbering:** Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 11 and 12 would be sheet 11.1

B. **Sheet Revision Numbers:** Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current sheet version on file with the Department. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

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

- 2.
- 2.1
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).1
- 2.1.1.A.1.(a).1.(i)
- 2.1.1.A.1.(a).1.(l).1

D. **Check Sheets:** When a tariff filing is made with the Department, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Department file.

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EXPLANATION OF 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 Tariff 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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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Access Line – An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Telstar's location or switching center

Authorization Code – A numerical code, one or more of which may be assigned to a Customer, to enable Telstar to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Company- Telstar International Inc. d/b/a Telstar USA, Inc.

Commission- Used throughout this tariff to refer to the Florida Public Service Commission.

Customer – The person, firm, corporation or other legal entity which orders the services of Telstar or purchases a Telstar Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

LEC – Local Exchange Carrier – A company that furnishes local exchange telephone service.

PIN Personal Identification Number

Prepaid Account – An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

Prepaid Calling Card- A card issued by the Company. Containing an Authorization Code, which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

Responsible Organization (RespOrg) – The company or entity responsible for managing and administering the 800 Service Management System (SMS/800) to: (a) search for and reserve 800 numbers; (b) create and maintain 800 number customer records, (c) provide a single point of contact for trouble reporting. The SMS/800 recognizes one RespOrg for each 800 number.

Service Management System (SMS/800) The main administrative support system of 800-database service. It is used to create and update customer 800

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service records that are then downloaded to Service Control Points for use by RespOrgs to reserve and assign 800 numbers.

Telecommunications – The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Telecom Unit – A measurement of telecommunications service equal to one minute of usage between any two (2) points within the state of Connecticut

Telstar or Company – Used throughout this tariff to mean Telstar International, Inc. a New York Corporation d/b/a in Florida as Telstar USA, Inc.

Underlying Carrier – The telecommunications carrier whose network facilities provide the technical capability and capacity telecommunications traffic.

Working Day – means any day on which the Company's business office is open and the U.S. Mail is delivered.

Written Notice – Used throughout this tariff to mean delivery via first class U.S. mail.

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SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Telstar for telecommunications between points within the state of Florida. Telstar shall offer service to business and residential Customers. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules and regulations. Telstar's services are provided on a statewide basis and are not intended to be limited geographically. Telstar offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in Telstar's services shall file a service application with the Company, which fully identifies the Customer, the services requested, and other information requested by the Company. Telstar may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement. The Company does not own any switching, transmission, or other physical facilities located within the state of Florida.

- 2.1.1 The services provided by Telstar are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services provided by Telstar and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of Telstar.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing communications services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration, or repricing of the Underlying Carrier's tariffed offerings; or when the

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use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

- 2.2.1 Telstar's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2
- 2.2.2 The use of Telstar's services to make calls which might reasonably be expected to frighten, abuse, torment or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Telstar's services without payment for service or attempting to avoid payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Telstar's services are available for use twenty-four (24) hours a day, seven (7) days per week.
- 2.2.5 Telstar does not transmit messages, but the service may be used for that purpose. Telstar will not be liable for errors in transmission or for failure to establish connections.
- 2.2.6 Telstar's services may be denied for nonpayment of charges or for other tariff violations.
- 2.2.7 Customers shall not use the services provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately for any unauthorized use of service.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused

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by the Underlying Carrier, an act of God, fire, war, explosion, civil disturbance, act of government, act of vandalism, or due to any other causes beyond the Company's direct control.

- 2.3.2 Telstar shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, institute, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any customer or other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory

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including without limitation implied warranties of merchantability and fitness for a particular purpose.

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities that the Customer requests and which are ordered by Telstar on the Customer's behalf.
- 2.4.3 If required for the provision of Telstar's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Telstar.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to Telstar and the Customer when required for Telstar personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of Telstar's services.
- 2.4.5 Reserved for Future Use
- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with Telstar's facilities or services, that the signals emitted into Telstar's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Telstar will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Telstar equipment, personnel, or the quality of service to other Customers, Telstar may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory

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quality and safety, Telstar may, upon written notice, terminate the Customer's service.

- 2.4.7 The Customer must pay Telstar for replacement or repair of damage to the equipment or facilities of Telstar caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Telstar equipment installed at Customer's premises.
- 2.4.9 Reserved for Future Use
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulation of all state, federal, and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Service.

- 2.5.1 Without incurring liability, Telstar may upon five (5) Working Days notice, discontinue services to a Customer or may withhold the provision of ordered or contracted services:
 - 2.5.1.A For nonpayment of any sum due Telstar for services that remains unpaid after the date upon which payment is due.
 - 2.5.1.B For violation of any of the provisions of this tariff,
 - 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over Telstar's services,
 - 2.5.1.D The Company has given the customer notice and has allowed a reasonable time to comply with any rule, or remedy, and deficiency as stated in Rule 25-4.113, F.A.C., Refusal or Discontinuance of Service by Company, or

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- 2.5.1.E By reason of any order or decision of a Court, Public Service Commission, or Federal Regulatory Body or other governing authority prohibiting Telstar from furnishing its services.
- 2.5.1.F Service may be disconnected without notice for tampering with company equipment, for interfering with the service to other customers, for fraud, or in the event of a hazardous condition.
- 2.5.2. Without incurring liability, Telstar may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Telstar's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3. Service may be discontinued by Telstar without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer Authorization Codes, when Telstar deems it necessary to take such action to prevent unlawful use of its service. Telstar will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4. The Customer may terminate service upon thirty (30) days written notice for the Company's standard month-to-month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

2.6 Credit Allowance

- 2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer,

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are subject to the general liability provisions set forth in 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to Telstar's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.

- 2.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3 Credit for failure to service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.
- 2.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.6 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the customer notifies the Company.
- 2.6.7 The Customer shall be credited for an interruption of more than twenty-four hours at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" – outage time in hours

"B" – monthly charge for affected activity

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2.6.8 A credit allowance for Telstar Prepaid Calling Cards, 800 Debit Cards, and Rechargeable Calling Card service is applicable to calls that are interrupted due to poor transmission, or involuntary disconnection of a call. A Customer may also be granted credit for reaching the wrong number. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, reached the wrong number, etc.) and the approximate time that the call was placed.

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposits

The Company reserves the right to examine the credit record of all service applicants and may require a deposit when determined to be necessary to assure future payment. Any deposit collected from the customer will not exceed one (1) month's estimated charges. Telstar will pay interest on any security deposit it receives at the rate of one-half percent (1.5%) or the rate otherwise required by law. The deposit shall cease to draw interest on the date it is returned, on the date that service is terminated, or on the date that notice is sent to the customer's last known address that the deposit is no longer required.

2.9 Advance Payments

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

2.10 Payment and Billing

2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that services become effective. Billing is payable upon

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receipt. Interest at the rate of 1.5% per billing cycle, or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 30 days after rendition of bills.

2.10.2 The Customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

2.10.3 All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company in writing within thirty (30) days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such thirty (30) day period.

2.11 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein, except as described for prepaid calling card and rechargeable calling card services.

2.12 Late Charge

A late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on any Company-billed past due balance. In the event that the Company incurs fees or expenses including attorney's fees collecting or attempting to collect any charges owed to the Company, the Customer shall, in addition to all amounts due for service, be liable to Telstar for all such costs reasonably incurred by Telstar including reasonable attorneys fees, collection agency fees or payments, and court costs.

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2.13 Returned Check Charge

A fee of \$25.00 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. LEC and/or commercial credit card company) and pursuant to Florida Law and Commission regulations.

2.14 Location of Service

The Company will provide service to Customers and their end users within the State of Florida.

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SECTION 3 – DESCRIPTION OF SERVICE

3.1 Computation of Charges

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance, and/or time of day of the call. The variable measured charge is specified as a rate per minute, which is applied to each minute. 1+ and 10XXX calls are measured in one (1) minute increments. All Rechargeable Calling Card and Prepaid Calling Card calls are measured in one-minute increments. All calls are rounded up to the next whole one (1) minute increment unless otherwise specified in Section 4 of this tariff.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with exchange (the are code and three digit central office code) associated with the originating and terminating numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V&H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

FORMULA:

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

- 3.1.3 Timing begins when the called station is answered and two way communication is possible. As determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the LEC sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the

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underlying carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to Telstar at:

1 North Broadway
White Plains, New York 10601

(800) 790-3908

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. The Company will make no refund of overpayments by a customer unless the claim for such overpayment together with the proper evidence be submitted within one (1) year from the date of the alleged overpayment unless billing records prepared by the Company can be produced which would justify a credit beyond one year.

Where overbilling of a subscribed customer occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

All Customer complaints are subject to the jurisdiction of the Commission, which may be contacted at the following address and telephone number:

Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32349-0850

(800) 342-3552

If a customer accumulates more than One Hundred Dollars (\$100.00) of undisputed delinquent charges, the Telstar Resp. Org.

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reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of Telstar or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon those companies by regulatory bodies having jurisdiction apply. Telstar's name and toll-free telephone number will appear on the Customer's bill.

3.5 Service Offerings

3.5.1 1+ Dialing

The Customer utilizes "1+" dialing, or "10XXX " dialing followed by "1+ten digits" for interLATA calls, or dials "10XXX" followed by "1+7 digits" or "1+10 digits" for intraLATA calls.

3.5.2 Telstar Prepaid Calling Cards and 800 Debit Cards

This service permits the use of Telstar Prepaid Calling Cards or 800 Debit Cards for placing interstate interexchange telephone calls. Customers may purchase Telstar Prepaid Calling Cards or 800 Debit Cards through a variety of retail outlets or through other distribution channels. These cards are available in face values of \$5.00 to \$25.00 in one dollar increments and are non-refundable. Calls are real-time rated during call progression and are billed in one (1) minute increments and rounded up to the next full minute unless otherwise noted and described in Section 4 of this tariff.

The Company's processor tracks the call duration on a real time basis to determine the cost consumed. The total consumed cost for each call, which includes the applicable taxes, is deducted from the remaining balance on the Customer's card.

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All calls must be charged against a Card that has a sufficient balance. These Cards are not rechargeable, and all calls will be interrupted when the balance on the Card reaches zero. A surcharge of \$0.59 applies to all calls originating on a payphone. Cardholders may dial another telephone number while using the card by depressing the pound button twice (##) and entering in the new telephone number. Maintenance Fees, Activation Fees, and surcharges may apply as discussed in Section 4 of this tariff.

3.5.3 Rechargeable Calling Card

Telstar's Rechargeable Calling Card is a prepaid telephone service that allows Customers to obtain a predetermined amount of access to the Company's telecommunications services. The card is a dollar based service, meaning that there is a fixed amount of dollars (i.e. \$25.00, \$50.00, \$75.00, or \$100.00) available to the Customer who purchases a card.

A Customer may purchase a Rechargeable Calling Card with a credit card in which the customer has the option of choosing to allow for the automatic recharge of the Rechargeable Calling Card. When automatic recharging is selected, the Rechargeable Calling Card will be recharged at fixed increments predesignated by the Customer. A Customer may also purchase Rechargeable Calling Cards, which are not automatically recharged, and calls will be interrupted when the balance on such cards reaches zero.

Rechargeable Calling Card service is offered via domestic toll-free access numbers and is available to a Customer from a touch-tone phone. The Customer hears recorded messages that guide the Customer through the Platform. The Platform validates the Customer's PIN, determines whether sufficient time or value remains on the card and if so, completes the call to the called telephone number dialed by the Customer. The Customer is verbally informed of the available balance of the Rechargeable Calling Card account.

Calls are real-time rated during call progression. Rechargeable Calling Cards are billed in one (1) minute increments. Rechargeable Calling Cards are billed at the same rates twenty four (24) hours per day, seven (7) days per week. The total price of each call, is calculated based on rate per minute applicable to the

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card purchased, as described in Section 4, and is deducted from the available account balance associated with each Rechargeable Calling Card. The Customer receives a warning in accordance with the rate per call destination one-minute before the balance on the card reaches zero. Calls in progress will be terminated when there is an insufficient balance to continue the call. Cards will expire twelve (12) months from the date of purchase, or the date of last recharge, whichever is later unless otherwise noted prominently on the card.

Certain calls may not be completed using Telstar's Rechargeable Calling Card service. These include operator services, busy line verification, interruption service, calls requiring time and charges, air-to-ground calls, marine/satellite calls, and calls placed via dialing a 700 or 900 NPA. A payphone surcharge of \$0.59 is applicable to all calls made from payphones. Maintenance Fees, Activation Fees, and surcharges may apply as discussed in Section 4 of this tariff.

3.5.4 Local Calls and Directory Assistance.

Local calls will not be accepted or completed. Telstar does not provide local directory assistance. Access to long distance directory assistance is obtained by dialing 1+555-1212 for listings within the originating area code and 1+(area code) + 555-1212. When more than one number is requested in a single call, a charge may apply for each number requested. A charge will be applicable for each number requested whether or not the number is listed or published

3.5.5 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

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3.5.6 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times, and locations. All such promotions will be made part of this tariff. All promotional offerings are subject to Commission approval.

3.5.7 Special Rates for the Disabled

3.5.7.1 Operator and Directory Assistance

There shall be no charge for up to fifty calls per billing cycle for lines or trunks serving individuals with disabilities. Telstar shall charge the prevailing tariff rate for every call in excess of 50 within a billing cycle.

3.5.7.2 Hearing and Speech Impaired Persons

Intrastate toll rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

3.5.7.3 Telecommunications Relay Service

Intrastate toll messages which are communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will be discounted on a subsequent bill for such calls placed between TDDs by applying the evening rate during business day hours and the night/weekend rate during the evening rate period. Intrastate toll calls received from the relay services will be discounted 50% off the otherwise applicable rate for a voice

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non-relay call except that if either the calling or called party indicates that either party is both hearing and visually impaired, a 60% discount shall apply. Discounts do not apply to surcharges or per call add on charges for operator service when the call is placed by a method that would normally incur the surcharge.

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SECTION 4 – RATES

4.1 1+Dialing

Telstar will charge a flat rate per minute with no time of day discounts and without regard to mileage for calls originating and terminating in Florida as follows:

24 hours a day, 7 days a week

Rate/Min.

International Calling Plan Option 1: \$0.11

International Calling Plan Option 2: \$0.059

A Monthly Service Charge of \$3.99 is applied to all 1+ and 10XXX Calling Plan Options.

4.2 Telstar Prepaid Calling Cards

24 hours a day, 7 days a week

All calls are billed in one (1) minute increments. All calls are rounded up to the next full minute except for calls made pursuant to Card Program 3 and Florida Star Cards which are rounded up to the next full (3) three minute increment.

	<u>Rate/ Min.</u>	<u>Per Call Surcharge</u>
Card Program 1:	\$0.05	N/A
Card Program 2:	\$0.019	\$0.59
Card Program 3:	\$0.01	\$0.59
Florida Advantage:	\$0.01	\$0.59
Florida Star:	\$0.01	\$0.49

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All Card Programs have an additional \$0.75 bi-monthly maintenance fee.

All Card Programs have an additional \$0.59 activation fee applied to the first completed call.

A payphone surcharge of \$0.59 applies to all calls made from a payphone for all Card Programs.

4.3 Rechargeable Calling Cards

Cards are billed in one (1) minute increments and calls are rounded to the next full (1) minute.

Rechargeable Calling Cards are available in various dollar denominations.

	<u>Rate/Min</u>	<u>Per Call Surcharge</u>
Classic International:	\$0.10	\$0.59

Rechargeable Calling Cards have an additional \$0.75 bi-monthly maintenance fee.

Rechargeable Calling Cards have a \$0.59 activation fee applied to the first completed call.

A payphone surcharge of \$0.59 applies to all calls made from payphones.

4.4 Rate Periods

	<u>Monday –Friday</u>	<u>Saturday</u>	<u>Sunday</u>
8 a.m. – 5p.m.*	Daytime Rate	Night/Weekend Rate	Night/Weekend
5p.m. – 11 p.m.*	Evening Rate	Night/Weekend Rate	Evening Rate
5p.m. – 11 p.m.*	Night/Weekend	Night/Weekend Rate	Night/Weekend

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*To, but not including

When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

4.5 Directory Assistance Charges

A charge per number requested will be:

\$0.75

4.6 Returned Check Charge

\$25.00

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EXHIBIT C

MANAGERIAL AND TECHNICAL QUALIFICATIONS

MANAGERIAL AND TECHNICAL QUALIFICATIONS
TELSTAR INTERNATIONAL INC. MANAGEMENT PROFILES

Constantin Barbulescu is President of Telstar. Mr. Barbulescu has 17 years of experience in the telecommunications industry. Mr. Barbulescu spent eleven years at MCI in various technical and commercial positions during the time period in which MCI was first launching its International Voice service and later its International Prepaid Card service. His last position at MCI was Senior Manager of Asia Pacific marketing. Mr. Barbulescu also held the position of Director of North America and Asia Pacific for Viatel developing the regions network and infrastructure prior to co-founding Telstar in 1995. Since then, he has worked to build a team of professionals that has led the company from a two man operation to its current status of 95 employees with a solid management team of professionals each with 15 or more years of experience in management positions. Mr. Barbulescu holds a BSEE with a specialty in Computer Science from Brooklyn Polytechnic Institute.

Dan Pascaru is a co-founder and Chief Financial Officer of Telstar. Prior to co-founding Telstar, Mr. Pascaru spent 12 years with Unilever, in technical, finance and strategic planning functions. Mr. Pascaru's educational background includes an Engineering Degree from Brooklyn Polytechnic Institute and a Master's of Business Administration from Fairleigh Dickenson University.

Joseph Guariglia serves as Vice President of Sales and Marketing. Prior to joining Telstar, Mr. Guariglia spent 5 years at a telecommunications start-up serving in various Senior Management positions including Vice President of Sales/Marketing, Vice President of Network Operations and Vice President of Information Technology. Mr. Guariglia has spent his entire professional career in the Telecommunications industry beginning in the early 80s with MCI. During his 10-year stay at MCI, Mr. Guariglia served in many Sales and Technical roles including International Private Line Specialist, where he was responsible for implementing some of the initial digital voice and data networks for Fortune 500 companies.

Jack Nicholas serves as Telstar's Chief Information Officer. Prior to joining Telstar in 1997, Mr. Nicholas spent six years at MCI International where he served many roles, starting out as a programmer and ending up as the Manager of PC application development. Mr. Nicholas graduated from State University of New York at Albany in 1982 with a Bachelor of Arts in mathematics. Mr. Nicholas completed Columbia University's CTA program specializing in the C Programming Language. In addition, Mr. Nicholas is a Microsoft Certified Professional and working toward developing Telstar into a Microsoft Solutions Provider specializing in telecommunication solutions.

Munther Farr is Telstar's Director of International Business Development. He has 20 years of experience in the Telecommunications industry, first with RCA Global Communications and later MCI WorldCom. Mr. Farr's extensive international relationships with foreign telecommunications operators (PTT's) helped MCI to establish dozens of agreements for MCI for direct international service.

Hope Barbulescu is Telstar's Director of Regulatory Affairs. Ms. Barbulescu has 10 years of experience in the telecommunications industry. Prior to joining Telstar, Ms. Barbulescu was a Senior Attorney in MCI WorldCom's regulatory group representing MCI WorldCom in regulatory and policy matters before Public Utility Commissions throughout the Northeast states. Ms. Barbulescu holds a Juris Doctorate from the Catholic University of America's Columbus School of Law and a Bachelors of Arts Degree from Syracuse University.

EXHIBIT D

TELSTAR INTERNATIONAL, INC. D/B/A TELSTAR-USA, INC.'S
FINANCIAL QUALIFICATIONS

(This information is proprietary and therefore has been submitted
in a sealed envelope and provided only to the Florida Public
Service Commission)