#### LAW OFFICES OF THOMAS K. CROWE, P.C.

2300 M STREET, N.W. SUITE 800 WASHINGTON, D.C. 20037

TELEPHONE (202) 973-2890 FAX (202) 973-2891 E-MAIL tkcrowe@bellatlantic.net

January 31, 2001

#### BY OVERNIGHT DELIVERY (850-413-6600)

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

Re: Interoute-Wholesale, Inc.; Florida P.S.C. Tariff No. 1

Dear Sir or Madam:

Please find enclosed an original and four (4) copies of Interoute-Wholesale, Inc.'s ("IWI's") revised Florida P.S.C. Tariff No. 2.

Pursuant to the Commission's Order No. PSC-97-0755-FOF-TI dated June 26, 1997, IWI is authorized to provide resold interexchange telecommunications services in the State of Florida.

The purpose of this tariff filing is to revise IWI's Florida P.S.C. Tariff No. 1 to reflect IWI's revised rules and regulations, description of services as well introduce new services and rates.

DOCUMENT NUMBER-DATE

01493 FEB-15

Division of Records and Reporting January 31, 2001 Page 2

Please stamp the extra copy of this letter and return it in the prepaid, self-addressed envelope enclosed for that purpose. Should you have any questions regarding this notice, please contact the undersigned.

Sincerely,

Thomas K. Crowe

Tania J. Cho,

Counsel for Interoute-Wholesale, Inc.

Enclosures

#### TITLE SHEET

#### **RESOLD TELECOMMUNICATIONS SERVICES**

This Tariff applies to the Resold Telecommunications Services furnished by Interoute-Wholesale, Inc. ("IWI" or "Company") between one or more points in the State of Florida. This Tariff is on file with the Florida Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 22 Cortlandt Street, 33<sup>rd</sup> Floor, New York, NY 10007.

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Issued By:

Susan Cutright, Secretary

22 Cortlandt Street, 33<sup>rd</sup> Floor New York, NY 10007 (212) 981-9100

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# **CHECK SHEET**

The Sheets 1 through 37 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

SHEET	REVISION	SHEET	REVISION
1	1st Revised*	21	1st Revised*
2	6 <sup>th</sup> Revised*	22	1 <sup>st</sup> Revised*
3	1st Revised*	23	1 <sup>st</sup> Revised*
3.1	Original*	24	1st Revised*
4	1 <sup>st</sup> Revised*	25	1 <sup>st</sup> Revised*
5	1 <sup>st</sup> Revised*	26	1 <sup>st</sup> Revised*
6	Original	27	1st Revised*
7	Original	28	1st Revised*
8	1 <sup>st</sup> Revised*	29	1st Revised*
9	1 <sup>st</sup> Revised*	29.1	Original*
9.1	Original*	30	2 <sup>nd</sup> Revised*
9.2	Original*	31	1 <sup>st</sup> Revised*
10	1st Revised*	32	1 <sup>st</sup> Revised*
11	1 <sup>st</sup> Revised*	33	1 <sup>st</sup> Revised*
12	1 <sup>st</sup> Revised*	34	1 <sup>st</sup> Revised*
13	1 <sup>st</sup> Revised*	35	3 <sup>rd</sup> Revised*
14	1 <sup>st</sup> Revised*	35.1	4 <sup>th</sup> Revised*
15	1 <sup>st</sup> Revised*	35.2	4 <sup>th</sup> Revised*
16	1 <sup>st</sup> Revised*	36	Original
17	1 <sup>st</sup> Revised*	37 →	· Original*
18	1 <sup>st</sup> Revised*		_
19	1 <sup>st</sup> Revised*		
20	1 <sup>st</sup> Revised*		

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Effective Date:

<sup>\*</sup>New or revised sheets in this filing.

# **TABLE OF CONTENTS**

TABLE OF CONTENTS			(T)
DESC	RIPTION	SHEET NUMBER	
Index Explai		1 2 3 4 6 6	
Sectio	n		}
1. 2. 2.1.	Technical Terms and Abbreviations Rules and Regulations Application of Tariff	8 9 9	
2.2. 2.3.	Use of Service Liabilities of the Company	10 11	
2.4. 2.5.	Responsibilities of the Subscriber Interruption of Service	17 20	
2.6. 2.7.	Cancellation of Services Payments and Billing	24 27	
2.8. 2.9.	Validation of Credit Contested Charges	27.1 28	
2.10. 2.11.	Deposits Advance Payments	29 29	
2.12. 2.13.	Taxes and Surcharges Promotions	29 29	
2.14. 2.15.	Restoration of Services Minimum Service Period	29.1 29.1	
2.16 2.17	Interconnection Credit Limit	29.1 29.1	(T)

Issued: February 1, 2001

Issued By:

Effective Date:

# **TABLE OF CONTENTS, (CONT'D)**

DESCRIPTION		SHEET NUMBER
Section	on	
3.	Description of Service	30
3.1.	Timing of Calls	30
3.2.	Calculation of Rates and Charges	30
3.3.	Method for Calculation of Airline Mileage	31
3.4.	Uncompleted Calls	32
3.5.	Payment of Calls	32
3.6.	Minimum Call Completion Rate	32
3.7.	Interoute-Wholesale Services	33
4.	Rates	35
4.1.	Service Charges	35
4.2.	Special Rates for the Handicapped	36
4.3.	Surcharges	37
4.4.	Individual Case Basis (ICB) Arrangements	37

Issued: February 1, 2001

Issued By:

Effective Date:

**(T)** 

# INDEX 29

Advanced Payments, Section 2.11 9 Application of Tariff, Section 2.1 Calculation of Rates and Charges, Section 3.2 30 Cancellation of Services, Section 2.6 24 Check Sheet Contested Charges, Section 2.9 28 Credit Limit, Section 2.17 29.1 Deposits, Section 2.10 29 Description of Services, Section 3 30 Explanation of Symbols 6 Index Individual Case Basis (ICB) Arrangements, Section 4.4 37 Interconnection, Section 2.16 29.1 Interoute-Wholesale Services, Section 3.7 33 Interruption of Service, Section 2.5 20 Liability of Company, Section 2.3 11

Issued: February 1, 2001

Issued By:

Effective Date:

(T)

Cancels Original Sheet No. 5

<u>INDEX</u> , (CONT'D)		(T)
Minimum Service Period, Section 2.15	29.1	
Payments and Billing, Section 2.7	2	
Promotions, Section 2.13	29	
Rates, Section 4	35	j
Responsibilities of the Subscriber, Section 2.4	17	
Restoration of Service, Section 2.14	29.1	
Rules and Regulations, Section 2	9	
Service Charges, Section 4.1	35	
Special Rates for the Handicapped, Section 4.2	36	
Surcharges, Section 4.3	37	
Table of Contents	3	
Tariff Format	6	
Taxes and Surcharges, Section 2.12	29	
Technical Terms and Abbreviations, Section 1	8	ļ
Timing of Calls, Section 3.1	30	
Use of Services, Section 2.2	10	
Validation of Credit, Section 2.8	27	(T)

Issued: February 1, 2001

Issued By:

Effective Date:

#### **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

#### TARIFF FORMAT

- A. <u>Sheet Numbering</u> Sheet numbers appear in the heading of each sheet. Sheets are numbered sequentially. However, occasionally, 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. <u>Sheet Revision Numbers</u> Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect.

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#### TARIFF FORMAT, (CONT'D)

- C. <u>Paragraph Numbering Sequence</u> There are nine levels of paragraph coding. Each level of code 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).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. <u>Check Sheets</u> When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the sheets contained in the Tariff with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

Issued: March 26, 1997

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Effective Date: July 18, 1997
Susan Cutrioht Secretary

# **SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Account Code - A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.	(T)   (T)
	(D)
<u>Called Station</u> - The terminating point of a call (i.e., the called number).	(N)
Carrier or Company - Interoute-Wholesale, Inc. ("Interoute")	(T)
Commission - Florida Public Service Commission	
<u>Credit Card</u> - A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.	(N)   (N)
	(D)
<u>Dedicated Access</u> - Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.	(N)   (N)
<u>Disconnect or Disconnection</u> - The termination of a circuit connection between the originating station and the called station or the Company's operator.	(N)   (N)
<u>Subscriber or Customer</u> – The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulations.	(T)   (T)
"800" Number – An interexchange service offered pursuant to this tariff for which the called party is assigned a unique toll free 800-NXX-XXXX or 888-NXX-XXXX or 877-NXX-XXXX number, or any other NPA designated for toll free calling, and is billed for calls terminating at that number.	(D) (N) (N)
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Cancels Original Sheet No. 9

# **SECTION 2 - RULES AND REGULATIONS**

#### 2.1. Application of Tariff

This Tariff contains the rates, terms and conditions applicable to the provision of specialized resold intrastate common carrier telecommunications services by Interoute-Wholesale, Inc. between various locations within the State of Florida.

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#### 2.1.1 Undertaking of the Company

- 2.1.1.1 Company's Services are furnished for telecommunications originating and/or terminating in any area within the State of Florida.
- 2.1.1.2 Company is a facilities-based provider of resold interexchange telecommunications to Customers for their direct transmission and reception of voice, date and other types of communications.
- 2.1.1.3 Company resells access, switching, transport, and termination services provided by interexchange carriers.
- 2.1.1.4 Subject to availability, the Customer may use account codes to identify the users or user groups on account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.1.5 The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.1.6 Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse further service due to late payment or nonpayment by the Customer.

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#### 2.1.2 Limitations of Services

- 2.1.2.1 Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.1.2.2 Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this Tariff or the Commission rules.
- 2.1.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.1.2.4 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.1.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.1.2.6 The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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#### 2.2. Use of Service

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- 2.2.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.2.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.2.3. Application for service may be made electronically or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.2.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

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### 2.3. Liabilities of the Company

any exclusive remedy.

2.3.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have thirty (30) days. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or

2.3.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.

otherwise. The terms of this Section shall apply notwithstanding the failure of

2.3.3 Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.

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

#### 2.3. Liabilities of the Company, (Cont'd)

- 2.3.4. Company shall be indemnified and held harmless by the Customer against:
  - A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
  - B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
  - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.3.5. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

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## 2.3. Liabilities of the Company, (Cont'd)

- 2.3.6. Company shall not be liable for and the Customer indemnifies and holds the Company harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.
- 2.3.7. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.3.8. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.

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#### 2.3. Liabilities of the Company, (Cont'd)

- 2.3.9. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim. The Company shall not be responsible for claims made outside the thirty (30) day period. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.3.10. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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# <u>SECTION 2 – RULES AND REULGATIONS</u> (CONT'D)

2.3. Liabilities of the Company, (Cont'd)

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2.3. Liabilities of the Company, (Cont'd)

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# 2.4. Responsibilities of the Subscriber

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2.4. Responsibilities of the Subscriber (Cont'd)

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2.4. Responsibilities of the Subscriber (Cont'd)

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#### 2.5. Interruption of Service

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- 2.5.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.5.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.

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#### 2.5. Interruption of Service (Cont'd)

2.5.3. The subscriber shall be credited for an interruption of two (2) hours or more 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: Credit - (A/720) X B

A - outage time in hours

B - total monthly charge for affected utility

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2.5. Interruption of Service (Cont'd)

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2.5. Interruption of Service (Cont'd)

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#### 2.6 Cancellation of Services

#### 2.6.1. Cancellation by Customer

- 2.6.1.1. Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation.
- 2.6.1.2. Customer is responsible for usage charges and associated local exchange company charges, if any, while still connected to the Company's service, even if the customer utilizes services rendered after the Customers request for cancellation has been made.
- 2.6.1..3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
  - A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed upon with the Customer for the non-recoverable portions of expenditures; or
  - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
  - C. If based on an order for service and construction has either begun or has been completed, but no service provided.

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#### 2.6 Cancellation of Services

#### 2.6.2 Cancellation by Company

- 2.6.2.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:
  - A. In the event of a condition determined to be hazardous to the Customer, to other customers of the utility, to the utility's equipment, the public or to employees of the utility; or
  - B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
  - C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
  - D. For unlawful use of the service or use of the service for unlawful purposes; or
  - E. If the Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, past, current or planned use of Company's services.

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## 2.6 Cancellation of Services (Cont'd)

- 2.6.2 Cancellation by Company (Cont'd)
  - 2.6.2.2. Company may discontinue service according to the following conditions upon five (5) days' notice:
    - A. For violation of Company's filed tariffs; or
    - B. For the non-payment of any proper charge as provided by Company's Tariff; or
    - C. For Customer's breach of the contract for service between the utility and Customer.
  - 2.6.2..3. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.
  - 2.6.2.4. The Company may refuse to permit collect calling, calling card and thirdnumber billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

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#### 2.7 Payments and Billing

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- 2.7.1. Charges for postpaid services are applied on a monthly basis. As otherwise provided, service continues to be provided until canceled by the Customer.
- 2.7.2. The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage.
- 2.7.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty (30) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, or the maximum lawful rate, whichever is less, and may be subject to additional collection agency fees.

2.7.4 The Company may bill for services electronically for those customers with computer capability. Prior to electronic billing, Customers will be notified and given the option to continue receiving invoices in paper form.

- 2.7.5. A charge of \$25.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.
- 2.7.6 Billing disputes should be addressed to Company's customer service organization via the Company's toll-free customer service number: 800-707-4685. Customer service representatives are available from 9 AM to 5 PM Eastern Time. Messages may be left for Customer Services from 5 PM to 9 AM Eastern Time, which will be answered on the next business day. In the event of an emergency that threatens customer service, Customer Service Staff may be paged.

#### 2.8 Validation of Credit

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## 2.9. Contested Charges

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- 2.9.1. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
  - A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
  - B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Florida Public Service Commission for its investigation and decision.

The address and telephone number of the Commission are:

Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

Telephone: 850-413-6600

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#### 2.10 Deposits

To ensure payment for services, the Company may at any time and at its sole discretion require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of its responsibility for prompt payment of bills.

#### 2.11 Advance Payments

Advanced payments will be applied to charges as incurred, and Service will be suspended once the advanced payment is exhausted.

# 2.12 Taxes and Surcharges

The Customer is responsible for the payment of all taxes and surcharges, including state, federal, and local taxes (e.g., Federal Excise Tax, gross receipts tax, sales tax, municipal utilities tax, etc.) universal service assessments, dial-around compensation and PICCs. Surcharges and taxes are listed as separate line items and are not included in the quoted rates.

#### 2.13 Promotions

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

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#### 2.14. Restoration of Service

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

#### 2.15. Minimum Service Period

The minimum service period is one month (30 days).

#### 2.16. Interconnection

- 2.16.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.16.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

#### 2.17. Credit Limit

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

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#### **SECTION 3 - DESCRIPTION OF SERVICE**

## 3.1. Timing of Calls

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- 3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.
- 3.1.2. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.3. There is no billing for incomplete calls.

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# 3.2 Calculation of Rates and Charges

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# <u>SECTION 3 – DESCRIPTION OF SERVICES</u>, (CONT'D)

**(D)** 

3.2 Calculation of Rates and Charges (Cont'd)

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Susan Cutright, Secretary 22 Cortlandt Street, 33<sup>rd</sup> Floor New York, NY 10007 (212) 981-9100

# SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D)

3.2 Calculation of Rates and Charges (Cont'd)

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## SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D)

#### 3.7. Interoute-Wholesale Services

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- 3.7.1. Company provides switched and dedicated access, inbound and outbound, telecommunications services which allow Customer to establish a communications path between two stations by using uniform dialing plans.
- 3.7.2. **One Plus Service** is a switched or dedicated access service offering users outbound "1 plus" long distance telecommunications services.
- 3.7.3. **Toll Free Service** is a switched or dedicated access service, offering users inbound, toll free NPA, long distance telecommunications services from points originating and terminating in the State of Florida. This service enables the caller to contact the Customer without incurring toll charges, through the use of an assigned "800" series NPA. The Customer pays for the call.
- 3.7.4. Call Center Special Use Service is a switched or dedicated access service offering users outbound "1 plus" long distance telecommunications services for special uses purposes. (N)

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

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# **SECTION 4 - RATES**

#### 4.1 Service Charges

Service charges per account are based on the following schedules.

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#### 4.1.1. One Plus Service

Initial 6 Seconds \$0.0065 Additional 6 Seconds \$0.0065

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4.1.2.

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#### 4.1.3. Toll-Free Service

Initial 6 Seconds \$0.0065 Additional 6 Seconds \$0.0065

(N)

# 4.1.4. Call Center Special Use Service

Initial Minute \$0.65 Additional Minute \$0.65

(N)

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# <u>SECTION 4 – RATES</u>, (CONT'D)

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Susan Cutright, Secretary 22 Cortlandt Street, 33<sup>rd</sup> Floor New York, NY 10007

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# **SECTION 4 – RATES, (CONT'D)**

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#### SECTION 4 – RATES, (CONT'D)

#### 4.1. Special Rates for the Handicapped

#### 4.2.1 Directory Assistance

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

#### 4.2.2. Hearing and Speech Impaired Persons

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

#### 4.2.3. Telecommunications Relay Service

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

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## $\underline{SECTION 4 - RATES}$ , (CONT'D)

#### 4.3. Surcharges

#### 4.3.1 Pay Telephone Surcharge

Charge for each call initiated from a pay telephone (per call)

\$0.30

#### 4.3.2. Directory Assistance

The Company provides Directory Assistance as an ancillary service exclusively to its customers. Directory Assistance is accessible by dialing "1", the area code of the desired number and "555-1212".

Directory Assistance, per call

\$0.75

#### 4.4. 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 non-discriminatory basis.

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