

ORIGINAL

NEXTELCOM CORP.

April 9, 2002

Ms. Nancy Pruitt
Records Division of the Commission Clerk &
Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Fla. 32399-0850

Re: Docket 020146-TI Nextelcom Corp.

On behalf of Nextelcom Corp., I enclose the tariff which was omitted from the previous application together with the two missing signature pages. This should complete the application.

On behalf of World Access Communications Corp. ("WACC") and with respect to Docket 010914-TI, I advise the Commission that WACC has instituted a calendaring process for the payment of the required regulatory fee which should prevent future missing reports.

WACC agrees to waive any objection to the administrative cancellation of its certificate should it fail to pay in accordance with its settlement offer.

WACC offers to settle the matter covered by Docket 010914-TI for the sum of \$7500.00.

Thank you for your consideration in this matter. Should you have any questions, please contact me at 305.577.9700 fax: 305.577.9774.

Very truly yours,

[Handwritten signature]

James R. C. Dickey
Vice President and General Counsel

- AUS
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**TITLE SHEET**

**FLORIDA TELECOMMUNICATIONS TARIFF**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Nextelcom Corp., with principal offices at 1160 NW 159<sup>th</sup> Drive, Miami, FL 32069. 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 the Company's principal place of business.

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ISSUED: February 25, 2002

EFFECTIVE: March 1, 2002

By: James R. C. Dickey, Esq., General Counsel  
1160 NW 159<sup>th</sup> Drive  
Miami, FL 33169

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**CHECK SHEET**

The sheets listed below, which are 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 of the bottom of this page.

SHEET	REVISION
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
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**SYMBOLS SHEET**

**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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**TARIFF FORMAT SHEETS**

**A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

**B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc, the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

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

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

**D. Check Sheets** - When a tariff filing is made with the FPSC, 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 pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Access Line - An arrangement which connects the customer's location to the Company's network switching center.

Authorization Code - A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes.

Company or Carrier - Nextelcom Corp.

Customer - the person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations. Day - From 8:00 AM up to but not including 5:00 PM local time Sunday through Friday.

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

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

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

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**SECTION 2 - RULES AND REGULATIONS**

**ASSIGNMENT:** Without written consent of Nextelcom which consent may be withheld in the sole discretion of Nextelcom, the Customer shall not: (i) assign, transfer, pledge, hypothecate, or otherwise transfer any rights, licenses or permissions granted under All agreements between Nextelcom and its Distributors and Customers, (ii) transfer or divulge its access codes or Personal Identification Numbers (PIN) to anyone or (ii) transfer the pre-paid telephone cards to any other person unless sold to its customers. Customer agrees that it shall be solely responsible for the misuse or wrongful use of its access code, PIN, or pre-paid card and agrees to pay for all use thereunder and to indemnify and hold harmless Nextelcom for all misuse of its access code, PIN, or prepaid card.

**VENUE:** All agreements between Nextelcom and its Distributors and Customers shall be deemed made and delivered in Dade County Florida, U.S.A. and shall be governed by and construed in accordance with the laws of the State of Florida, exclusive of its choice-of-law principles; and any dispute concerning the provisions hereof may be commenced and maintained only in an appropriate court in the State of Florida, venue, Dade County, and each party waives all objections (including but not limited to forum non conveniens) to such jurisdiction and venue.

**DEFAULT:** Customer shall receive every Monday a WEEKLY INVOICE, including a first use report ("Report") of all the pre-paid cards activated by the end users during the previous week (cards activated from Monday through Sunday). Customer shall pay the Company for all the cards activated as per Report. Should the Customer fail to pay any part of the Weekly Invoice, the Customer shall pay 1.5% per month interest on the principal due, or the highest rate of interest allowed by law, whichever is greater. Furthermore if the payment default is not cure by the following reporting period, the Company reserves the right to disconnect without further notice all the cards activated on behalf of Customer. Any and all liabilities arising from the disconnection of cards shall be the responsibility of Customer. Further, (i) if the Customer fails to pay any weekly service charges, (ii) if authorization to bill Customer's credit card is denied or revoked, (iii) if any other financial prepayment accommodation, plan, agreement or arrangement between Customer and Nextelcom is terminated or restricted, or (iv) if the Customer fails to perform any obligations under all agreements between Nextelcom and its Distributors and Customers, Nextelcom shall have the right to sue for and recover all monthly charges and other amounts then due, or thereafter, accruing under all agreements between Nextelcom and its Distributors and Customers and/or to terminate all agreements between Nextelcom and its Distributors and Customers as to any and all service to the Customer. All costs of collection, including but not limited to reasonable attorney's fees incurred by Nextelcom in exercising any of its right or remedies as it pertains to any actions filed at the local trial level with respect to any appeals taken from said cause action shall be paid by the Customer. Both parties waive any and all rights to a jury trial in connection with any proceedings concerning all agreements between Nextelcom and its Distributors and Customers.

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**SECURITY:** To secure payment of amounts due hereunder, Customer shall deliver to NEXTELCOM, prior to the provision by Provider of any Services pursuant to all agreements between Nextelcom and its Distributors and Customers, a Security Deposit in the form of a cash deposit in the initial amount set forth on the face of the agreement between Nextelcom and its Distributors and Customers. NEXTELCOM at its sole discretion, at any time, may request an increase in the amount of the Security Deposit to an amount equal to the Customer's most recent period of two (2) weeks of billings. In addition to all other rights provided hereunder or by applicable law, NEXTELCOM shall have the right to draw upon the Security Deposit for any and all past-due sums owed by Customer hereunder. Upon termination of All agreements between Nextelcom and its Distributors and Customers, any portion of the Security Deposit remaining after the payment of all sums owed by Customer shall be refunded to Purchaser. Failure of a party to provide requested security shall permit the other party after giving the defaulting party two (2) business days prior written notice to suspend Service, without further notice or demand, until such time as the requested security is provided.

**RESPONSIBILITY:** Customer agrees to assume responsibility for all authorization codes and/or PINs issued him/her/its under his/her/its account; to immediately notify Nextelcom if any authorization code(s) or PIN becomes lost or stolen. Customer will be billed for all calls placed using Customers code as identification. Customer agrees to protect this card as any credit card. Customer will report loss or theft by calling Nextelcom Customer Service Office

**TAXES:** Customer agrees and understand that Nextelcom is not collecting any sales tax for Nextelcom products provided to Customer, and therefore Customer is solely responsible for the collection and remission of all sales taxes as imposed by federal, State, and city laws in connection to any products carried by Nextelcom.

**DISCLAIMER OF WARRANTY:** Neither Nextelcom nor any of its licensors, employees or agents warrant that the service will be uninterrupted or error free; nor does Nextelcom employees or agents make any warranty as to the results from use of the service. **THE SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED, OR WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE.** Neither Nextelcom nor anyone else involved in creating, producing or delivering the service shall be liable for any indirect, incidental, special or consequential damages arising out of the use of the service or inability to use the service or out of any breach of any warranty. This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of the services provided hereunder, whether for breach of contract, negligence, or under any other cause of action.

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FORCE MAJEURE: Nextelcom's obligations under all agreements between Nextelcom and its Distributors and Customers are subject to, and Nextelcom shall be liable for, delays, failures to perform, damages, losses or destruction, or malfunction of any equipment or any consequence thereof caused or occasioned by, or due to fire, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governments] actions, shortages of equipment for supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond the party's reasonable control. Purchaser shall not represent that Provider is responsible for the type or quality of Purchaser's services to its Customers. Additionally, in the event that volume of calls exceeds the capacity of the relevant circuits, Nextelcom may make such call allocations as it deems necessary, without liability to Customer.

GENERAL: The agreements between Nextelcom and its Distributors and Customers represents the complete agreement and understanding between Nextelcom and the relevant Customer or Distributor, and supersedes any other written or oral agreement. Upon written notice to Customer at its address set forth herein, Nextelcom may change these terms and conditions, and/or modify the prices, as well as discontinue services offered. Customer represents that no representations or agreements have been made by an agent or employee of Customer except those contained therein and that All agreements between Nextelcom and its Distributors and Customers shall constitute the Entire Agreement between Nextelcom and the Customer, except as may be amended from time by written notice to Customer. Waiver by Nextelcom of any provisions hereof in one instance shall not constitute a waiver as to other instances. Any invalidity in whole or in part of any covenant promise undertaken or any actions, sub-sections sentence, clause, phrase or word or any other provision of All agreements between Nextelcom and its Distributors and Customers shall not effect the validity of the remaining portions thereof. All titles to any provision herein stated are for the purpose of convenience only and are not intended to expand upon the rights or liabilities of the parties hereto. Nextelcom's failure to insist upon or enforce strict performance of these Terms and Conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of these terms and conditions. All agreements between Nextelcom and its Distributors and Customers shall be construed in accordance with its plain meaning and not against either party as "drafter."

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**2.1 Undertaking of the Company** The Company's services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff. The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The customer shall be responsible for all charges due for such service arrangement. The Company's services and facilities are provided on a prepaid basis unless otherwise agreed to, and are available twenty-four hours per day, seven days per week.

## **2.2 Limitations**

2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.

2.2.2 The Company's reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control: or when the customer is using service in violation of the law or the provisions of this tariff.

2.2.3 All facilities provided under this tariff are directly controlled by the Company and the customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.4 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.2.5 Distributors reselling or rebilling services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

## **2.3 Liabilities of the Company**

2.3.1 The Company's liability arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the aforementioned faults in transmission occur, unless ordered by the Commission.

2.3.2 The Company shall be indemnified and held harmless by the customer against:

(A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.

(B) All other claims arising out of any act or omission of the customer in connection with any service or facility provided by the Company.

**2.4 Interruption of Service.** Intentionally deleted.

**2.5 Disconnection of Service by Carrier** The company may not terminate services on cards previously sold to end users. The company (carrier), upon 5 working days written notice to the Distributors, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

2.5.1 Non-payment of any sum due to carrier for regulated service for more than five (5) days beyond the date of rendition of the bill for such service.

2.5.2 A violation of any regulation governing the service under this tariff.

2.5.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.

2.5.4 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.

2.5.5 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.

**2.7 Advance Payments** For customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount equal to the face value of the prepaid cards sold, less any applicable discounts as an advance payment for service.

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

**2.9 Billing of Calls** All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported 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.

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

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### 3.1 Timing of Calls

**3.1.1 When Billing Charges Begin and End For Phone Calls** The customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when 2 way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

**3.1.2 Billing Increments** Billing increments charged by Nextelcom will vary depending on the card being produced.

**3.1.3 Per Call Billing Charges** Billing will be rounded up to the nearest penny for each call.

**3.1.4 Uncompleted Calls** There shall be no charges for uncompleted calls.

**3.2 Calculation of Distance** Intentionally deleted.

**3.3 Minimum Call Completion Rate** Intentionally deleted.

### 3.4 Service Offerings.

**3.4.3 Nextelcom Prepaid Calling Card Service** Nextelcom Prepaid Calling Card Service is a calling card service offered to customers who purchase prepaid cards from various vendors. Customers using the Carrier's prepaid calling card service access the service by dialing a local or 1-800 number followed by an account identification number and the number being called. This service permits subscribers utilizing the Carrier's calling card to make calls at a single per minute rate. Calls are billed in one (1) minute increments after the initial minimum period of one (1) minute. There are no nonrecurring or monthly recurring charges.

**SECTION 4 – RATES –** Rates are attached as Exhibit 1 to this Tariff. Rates may be changed by amendments to this Tariff.

**4.1 Nextelcom Long Distance Service** Intentionally deleted.

**4.2 Nextelcom 800/888 (Inbound) Long Distance Service** Intentionally deleted.

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**4.3 Nextelcom Calling Card Service** Intentionally deleted.

**4.4 Operator Services (For presubscribed customers)** Intentionally deleted.

**4.5 Determining Applicable Rate in Effect** For the initial minute, the rate applicable at the start of chargeable time at the calling station applies. For additional minutes, the rate applicable is that rate which is in effect at the calling station when the additional minute(s) begin. That is, if chargeable time begins during the Day Period, the Day Rate applies to the initial minute and to any additional minutes that the call continues during the rate period. If the call continues into a different rate period, the appropriate rates from that period apply to any additional minutes occurring in that rate period. If an additional minute is split between two rate periods, the rate period applicable at the start of the minute applies to the entire minute.

**4.6 Payment of Calls**

**4.6.1 Late Payment Charges** A late payment Charge of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

**4.6.2 Return Check Charges** A return check charge of \$25.00 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50.00, \$30.00 if the face value does exceed \$50.00 but does not exceed \$300.00, \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, which ever is greater.

**4.7 Restoration of Service** A reconnection fee of \$25.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

## Exhibit 1 - Rate Schedule

COUNTRY NAME	Rate	COUNTRY NAME	Rate	COUNTRY NAME	Rate
ALBANIA	0.25	DOMINICAN REP	0.25	PANAMA	0.65
ANGUILLA	0.57	ECUADOR	0.43	PARAGUAY	0.90
ANTIGUA & BER	0.78	Ecuador-cell	0.61	PERU	0.50
ARGENTINA	0.40	EL SALVADOR	0.43	Lima	0.33
Buenos Aires	0.34	EGYPT	0.44	Peru-Lima-cell	0.61
Mar De Plata	0.34	Cairo	0.38	PHILIPPINES	0.25
Rosario	0.34	ESTONIA	0.25	POLAND	0.40
Cordova	0.34	FINLAND	0.25	PORTUGAL	0.33
Mendoza	0.34	FRANCE	0.25	RUSSIA	0.43
Argentina-cell	0.61	GERMANY	0.25	Moscow	0.25
AUSTRIA	0.25	GRENADA & MONS.	0.55	St. Petersburg	0.25
AZERBAIJAN	0.33	GUAM	0.25	SENEGAL	0.55
BAHAMAS	0.78	GUATEMALA	0.59	SINGAPORE	0.25
BARBADOS	0.78	HAITI	0.34	SLOVAKIA	0.50
BELGIUM	0.25	HONDURAS	0.29	SLOVENIA	0.25
BERMUDA	0.78	HONG KONG	0.25	SPAIN	0.25
BOLIVIA	0.75	HUNGARY	0.40	Spain-cell	0.61
La Paz	0.42	INDIA	0.73	ST. HELENA	0.78
Cochabamba	0.42	New Delhi	0.27	ST. KITTS & NEV	0.78
Bolivia-cell	0.61	Bombay	0.27	ST. LUCIA	0.78
BRAZIL	0.50	Hydrabad	0.27	ST. EUSTATIUS	0.78
Sao Paulo	0.25	Madras	0.27	SWEDEN	0.25
Rio de Janeiro	0.25	Banglore	0.27	SWITZERLAND	0.25
BRITISH V. I.	0.78	IRAN - Teheran	0.44	TRINIDAD & TOBAGO	0.78
CAYMAN	0.78	IRELAND	0.25	UKRAINE	0.25
CAMBODIA	0.72	ISRAEL	0.25	UNITED KINGDOM	0.25
CANADA	0.16	ITALY	0.25	URUGUAY	0.65
CHILE	0.25	JAMAICA	0.50	USA 0.16	
Chile-cell	0.61	KOREA SOUTH	0.25	US VIRGIN I.	0.50
CHINA GENERAL	0.25	LAOS	0.50	VENEZUELA	0.62
Bejing	0.25	LEBANON	0.35	Caracas	0.25
Shanghai	0.25	MEXICO	0.43	Valencia	0.25
Fuzhou	0.25	Guadalajara	0.34	Maricaibo	0.25
Guangzhou	0.25	Mexico City	0.34	Baranquilla	0.25
Dahaka	0.25	Monterrey	0.34	Maruc	0.25
China-cell	0.61	MOROCCO	0.44	Merid	0.25
COLOMBIA - incl	0.34	Casa Blanca	0.25	Barcelona	0.25
COSTA RICA	0.50	NETHERLANDS	0.25	Venezuela-cell	0.61
CUBA	1.16	NICARAGUA	0.31	VIETNAM	0.86
DENMARK	0.25	Nicaragua-cell	0.61	ZAIRE	0.26
DOMINICA	0.78	NORWAY	0.25	Nairobi	0.33
		PAKISTAN	0.72	ZIMBAWE	0.25
		Karachi	0.50	800 CHARGE	0.03

**Calls are billed in (3) minute minimums and (3) minute increments.**

**Rates are subject to change without notice.**

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By: James R. C. Dickey, Esq., General Counsel  
1160 NW 159<sup>th</sup> Drive  
Miami, FL 33169

**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):

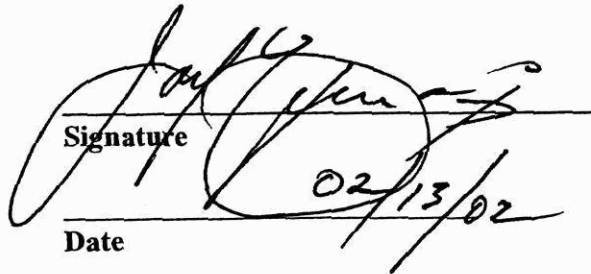
- (  ) The applicant will **not** collect deposits nor will it collect payments for service more than one month in advance.
- (  ) The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount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

**UTILITY OFFICIAL:**

Joel Esquenazi  
Print Name

President  
Title

305-577-9700  
Telephone No.

  
Signature

02/13/02  
Date

Address: 1160 NW 159 Drive  
Miami Fl 33169  
\_\_\_\_\_  
\_\_\_\_\_



**CURRENT FLORIDA INTRASTATE SERVICES**

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

If the answer is has, fully describe the following:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

**UTILITY OFFICIAL:**

Joel Esquenazi  
Print Name

President  
Title

305-577-9700  
Telephone No.

Address: 1160 nW 159 Drive

Miami Fl 33169

  
Signature

02/13/02  
Date

\_\_\_\_\_  
Fax No.

**CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT**