

STATE OF FLORIDA

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DIVISION OF THE COMMISSION CLERK &  
ADMINISTRATIVE SERVICES  
BLANCA S. BAYÓ  
DIRECTOR  
(850) 413-6770 (CLERK)  
(850) 413-6330 (ADMIN)

## Public Service Commission

April 19, 2002

Robin Caldwell, President  
Talk Unlimited Now, Inc.  
3606 South Waverly Place  
Tampa, Florida 33629

Re: Docket No. 020341-TX

Dear Ms. Caldwell:

This will acknowledge receipt of an application for certificate to provide alternative local exchange telecommunications service by Talk Unlimited Now, Inc., which was filed in this office on April 18, 2002, and assigned the above-referenced docket number. Appropriate staff members will be advised.

Mediation may be available to resolve any dispute in this docket. If mediation is conducted, it does not affect a substantially interested person's right to an administrative hearing. For more information, contact the Office of General Counsel at (850) 413-6248 or FAX (850) 413-7180.

Please note as well that Commission Rule 25-22.005(7), F.A.C., requires certificate companies to notify the Commission of any changes in name, telephone, address, or contact person. Should your application be granted by the Commission, you will be expected to comply with this rule by advising us of any changes as they occur.

Division of the Commission Clerk and Administrative Services  
Florida Public Service Commission

**Talk Unlimited Now, Inc.**

3606 S. Waverly Place  
Tampa, Florida 33629  
Phone 813-805-0648  
Fax 813-805-0908

April 17, 2002

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

020341-TX

Enclosed please find an original and six (6) copies of Talk Unlimited Now, Inc. application form for authority to provide Alternative Local Exchange Service within the State of Florida. Also enclosed is the non-refundable application fee of \$250.00 to the Florida Public Service Commission.

If you have any questions please contact me at 813-805-0648.

Sincerely,



Robin Caldwell  
President, Talk Unlimited Now, Inc.

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

**DIVISION OF REGULATORY OVERSIGHT  
CERTIFICATION SECTION**

**APPLICATION FORM  
for  
AUTHORITY TO PROVIDE  
ALTERNATIVE LOCAL EXCHANGE SERVICE  
WITHIN THE STATE OF FLORIDA**

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Instructions

- ◆ This form is used as an application for an original certificate and for approval of the 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 12).
- ◆ 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**

- ◆ 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**

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## APPLICATION

**1. This is an application for  $\checkmark$  (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:**

Talk Unlimited Now, Inc.

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

Talk Unlimited Now

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

3606 South Waverly Place

Tampa, FL 33629

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

3606 South Waverly Place  
Tampa, FL 33629  
\_\_\_\_\_

**6. Structure of organization:**

- |  |   |
|--|---|
| <input type="checkbox"/> Individual          | <input checked="" type="checkbox"/> Corporation |
| <input type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership    |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership    |
| <input type="checkbox"/> Other _____         |   |

**7. If individual, provide: N/A**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Internet E-Mail Address: \_\_\_\_\_

Internet Website Address: \_\_\_\_\_

**8. If incorporated in Florida, provide proof of authority to operate in Florida: N/A**

(a) The Florida Secretary of State corporate registration number:

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

(a) The Florida Secretary of State corporate registration number:

F02000001857

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

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

\_\_\_\_\_

**11. If a limited liability partnership, provide proof of registration to operate in Florida: N/A**

(a) The Florida Secretary of State registration number:

\_\_\_\_\_

**12. If a partnership, provide name, title and address of all partners and a copy of the partnership agreement. N/A**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Internet E-Mail Address: \_\_\_\_\_

Internet Website Address: \_\_\_\_\_

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

(a) The Florida registration number: \_\_\_\_\_

**14. Provide F.E.I. Number(if applicable): 03-0414724**

15. 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. Provide explanation.

NO

(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.

Yes – Robin Caldwell is a shareholder and an employee of United States Telecommunications. Robin will leave United States Telecommunications prior to commencing Talk Unlimited Now operations.

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

(a) The application:

Name: Robin Caldwell

Title: President

Address: 3606 S Waverly Place

City/State/Zip: Tampa, FL 33629

Telephone No.: 813-805-0648 Fax No.: 813-805-0908

Internet E-Mail Address: GlfSdRobin@aol.com

Internet Website Address: www.talkunlimitednow.com

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

Name: Ed Smiley

Title: Operations manager

Address: 3606 S Waverly Place

City/State/Zip: Tampa, FL 33629

Telephone No.: 727-424-7561 Fax No.: 813-805-0908

Internet E-Mail Address: currently none

Internet Website Address: www.talkunlimitednow.com

**(c) Complaints/Inquiries from customers:**

Name: Ed Smiley

Title: Operations manager

Address: 3606 S Waverly Place

City/State/Zip: Tampa, FL 33629

Telephone No.: 727-424-7561 Fax No.: 813-805-0908

Internet E-Mail Address: currently none

Internet Website Address: www.talkunlimitednow.com

**17. List the states in which the applicant:**

**(a) has operated as an alternative local exchange company.**

None

**(b) has applications pending to be certificated as an alternative local exchange company.**

None currently – we intend to apply in 7 other states

**(c) is certificated to operate as an alternative local exchange company.**

None

**(d) has been denied authority to operate as an alternative local exchange 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

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**18. Submit the following:**

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

Exhibit 1

- 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.**

Exhibit 2

### C. Financial capability. Exhibit 3

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.

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. **written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

The Company will receive sufficient financial capital to provide initial services in the geographic areas proposed from loans from Robin Caldwell, President. After operations continue, the source of this capital will come from operations. Any operating cash shortfalls will be funded through loans from Robin Caldwell.

2. **written explanation** that the applicant has sufficient financial capability to maintain the requested service.

The Company's will have sufficient capital to maintain the requested service from revenues generated from operations. Based on our cost structure we will be able to maintain the monthly service from cash receipts.

3. **written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

The Company's lease or ownership obligations are minimal and the company has sufficient financial capability to meet current needs. Future needs will be funded from operations and if needed from loans from Robin Caldwell.

**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 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:**

ROBIN CALDWELL  
Print Name

  
Signature

President  
Title

4-16-02  
Date

813-805-0648  
Telephone No.

Fax No.

813-805-0908

Address: 3606 S. Waverly Place  
Tampa, Florida 33629  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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:**

Robin Caldwell

**Print Name**



**Signature**

President

**Title**

4-16-02

**Date**

813-805-0648

**Telephone No.**

**Fax No.**

813-805-0908

**Address:** 3606 S. Waverly Place

Tampa, Florida 33629

## INTRASTATE NETWORK (if available)

Chapter 25-24.825 (5), Florida Administrative Code, requires the company to make available to staff the alternative local exchange service areas only upon request.

**1. POP:** Addresses where located, and indicate if owned or leased.

1) <u>None</u> _____	2) _____
_____	_____
3) _____	4) _____
_____	_____

**2. SWITCHES:** Address where located, by type of switch, and indicate if owned or leased.

1) <u>None</u> _____	2) _____
_____	_____
3) _____	4) _____
_____	_____

**3. TRANSMISSION FACILITIES:** POP-to-POP facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased. None.

<u>POP-to-POP</u>	<u>OWNERSHIP</u>
1) <u>None</u> _____	_____
2) _____	_____
3) _____	_____
4) _____	_____

## EXHIBIT 1

### Managerial Capability

**Robin Caldwell - President of Talk Unlimited Now, Inc.** – Robin has served as President of Talk Unlimited Now, Inc. since inception. Previously Robin, was the Banking Administrator for United States Telecommunications (“UST”). Ms. Caldwell oversaw the human resource function for 120 employees and was actively involved with the compliance with state regulations while at UST. From April 1996 until September 30, 1998, Ms. Caldwell was again the Banking Administrator for Easy Phone, Inc. and its predecessor, Easy Cellular, Inc. Easy Phone, Inc. was a pre-paid cellular and residential phone service company. Ms. Caldwell has been in the telecommunication resale industry since January 1997.

## EXHIBIT 2

### Technical Capability

**Ed Smiley – Operational Manager** - is the Operational Manager of United States Telecommunications. Ed has been in the business of reselling phone service since early in 1997. As operations director for UST, he was responsible for learning each Baby Bell's billing procedure, the Unified Service Order Codes, the service order procedures, repair analysis, and internal terminology. After learning how each carrier does business, he developed task-oriented departments to efficiently process work. Ed played a major role in maintaining and overseeing UST's operating and billing software systems and later automated these procedures. Ed was the only person responsible for overseeing all aspects of UST's day-to-day operations (which included payroll management, human resources, training, customer service, billing, sales, applications, clarifications, auditing, and repairs). He also monitored the tracking of all daily reports on activations, customer receivables, disconnections, and pending service orders on which he reported trends and statistics directly to the CEO of UST. While at UST, he was responsible for all carrier relations, which included coordinating the software developed to read the carrier bills and to audit the carrier charges.

EXHIBIT 3

Financial Capability

Talk Unlimited Now, Inc. is financially qualified and possesses adequate financial resources to provide the proposed services, as explained below. As a switchless reseller, the Company will incur few capital costs with its Illinois service offerings. We are a startup Company and currently have no operations. Thus, we do not have audited financial statements or any historical results of operations. The following financial statements were generated internally for the period ended March 31, 2002.

1. The balance sheet:

**Talk Unlimited Now, Inc.  
Balance Sheet  
March 31, 2002**

Assets:	
Cash	\$ 690
Total Assets	<u>\$ 690</u>
Stockholders Equity:	
Common Stock	\$ 10
Additional Paid in Capital	990
Retained Earnings	<u>(310)</u>
Total Stockholders Equity	<u>\$ 690</u>

2. income statement: and

**Talk Unlimited Now, Inc.  
Income Statement**

**For the period from inception (January 25, 2002) ending March 31, 2002**

Revenues	\$ 0
Incorporation fees	<u>(310)</u>
Net Loss	<u>\$ (310)</u>

3. statement of retained earnings.

**Talk Unlimited Now, Inc.  
Statement of Retained Earnings**

**For the period from inception (January 25, 2002) ending March 31, 2002**

	Common Stock	Additional Paid in Capital	Retained Earnings	Total
Issuance of founder shares	10	990	-	\$ 1,000
Net Loss	-	-	<u>(310)</u>	<u>(310)</u>
Balance at February 28, 2002	10	990	<u>(310)</u>	<u>\$ 690</u>

Florida projected profit and loss statement for 12 months. – See exhibit 3.1



TALK UNLIMITED NOW INC.  
FLORIDA PROJECTED STATEMENT OF OPERATIONS

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7
<b>REVENUES</b>							
New service	\$ 6,439	\$ 7,120	\$ 7,290	\$ 7,460	\$ 7,526	\$ 7,638	\$ 6,665
New service deferred payments	-	2,150	4,527	6,961	9,452	11,965	14,515
Initial migrations	449	449	449	449	494	519	545
Migration deferred payments	-	150	300	450	600	765	938
Reconnection	275	275	275	275	303	318	334
Recurring billing - flat rate	12,488	24,237	34,508	43,522	51,468	58,506	62,967
Recurring billing - features	-	2,104	4,083	5,814	7,332	8,671	9,856
New service - features	2,475	2,700	2,756	2,813	2,869	2,925	2,624
Additional charges	269	522	743	937	1,108	1,259	1,355
Total revenue	<u>22,395</u>	<u>39,707</u>	<u>54,932</u>	<u>68,681</u>	<u>81,151</u>	<u>92,565</u>	<u>99,799</u>
<b>COSTS OF REVENUES</b>							
Carrier fees - new service & reconnection	7,765	8,567	8,768	8,968	9,063	9,205	8,069
Carrier fees - migrations	2,557	2,799	2,866	2,933	2,959	3,003	2,621
Carrier fees - recurring	-	2,369	4,598	6,546	8,256	9,764	11,099
Carrier fees - recurring - features	-	1,037	1,591	2,265	2,856	3,377	3,839
Additional carrier charges	134	261	371	468	554	630	678
Carrier fees - new service - features	1,220	1,396	1,382	1,411	1,440	1,469	1,313
Carrier fees - credit for disconnection	-	(209)	(406)	(578)	(728)	(861)	(979)
Advertising	11,000	12,000	12,250	12,500	12,750	13,000	13,250
Commissions - recurring payments	-	570	1,106	1,575	1,987	2,350	2,671
Commissions - new payments	671	732	747	762	777	793	711
Bad debt	5,599	9,927	13,733	17,170	20,288	23,141	24,950
Total direct expenses	<u>28,946</u>	<u>39,449</u>	<u>47,006</u>	<u>54,022</u>	<u>60,202</u>	<u>65,871</u>	<u>68,221</u>
GROSS PROFIT	<u>(6,551)</u>	<u>258</u>	<u>7,925</u>	<u>14,659</u>	<u>20,949</u>	<u>26,695</u>	<u>31,578</u>
<b>OVERHEAD COSTS</b>							
Depreciation	1,322	1,322	1,322	1,322	1,322	1,322	1,322
Salaries - executive	1,361	3,861	5,061	7,561	7,561	7,561	7,561
Salaries - hourly	4,060	4,560	5,760	8,260	8,260	8,260	7,260
Benefits	566	880	1,131	1,653	1,653	1,653	1,549
Legal and professional	300	300	300	300	300	300	300
Insurance	999	999	999	999	999	999	999
Office	861	361	361	361	361	361	361
Postage	450	600	800	1,173	1,173	1,173	1,173
Repair & maintenance	176	176	176	176	176	176	176
Rent- office and equipment	233	233	233	233	233	233	233
Telephone	500	2,100	3,200	4,708	4,708	4,708	4,708
Utilities	261	261	261	261	261	261	261
Other	300	300	300	300	300	300	300
Total overhead	<u>11,389</u>	<u>15,953</u>	<u>19,904</u>	<u>27,307</u>	<u>27,307</u>	<u>27,307</u>	<u>26,203</u>
<b>TOTAL OPERATING INCOME</b>	<u>(17,941)</u>	<u>(15,695)</u>	<u>(11,978)</u>	<u>(12,648)</u>	<u>(6,358)</u>	<u>(613)</u>	<u>5,375</u>

TALK UNLIMITED NOW INC.  
FLORIDA PROJECTED STATEMENT OF OPERATIONS

	Month 8	Month 9	Month 10	Month 11	Month 12	Total
<b>REVENUES</b>						
New service	\$ 6,815	\$ 6,965	\$ 7,115	\$ 7,264	\$ 7,264	\$ 85,563
New service deferred payments	14,591	14,489	14,381	14,265	14,178	121,475
Initial migrations	545	545	545	545	545	6,079
Migration deferred payments	970	1,002	1,034	1,066	1,083	8,358
Reconnection	334	334	334	334	334	3,721
Recurring billing - flat rate	67,008	70,693	74,075	77,200	79,855	656,527
Recurring billing - features	10,608	11,289	11,910	12,479	13,006	97,151
New service - features	2,673	2,723	2,772	2,822	2,822	32,972
Additional charges	1,442	1,521	1,594	1,661	1,719	14,129
Total revenue	104,986	109,560	113,759	117,636	120,805	1,025,975
<b>COSTS OF REVENUES</b>						
Carrier fees - new service & reconnection	8,246	8,422	8,599	8,775	8,775	103,223
Carrier fees - migrations	2,680	2,739	2,797	2,856	2,856	33,667
Carrier fees - recurring	11,945	12,712	13,411	14,052	14,645	109,396
Carrier fees - recurring - features	4,132	4,397	4,639	4,861	5,066	38,061
Additional carrier charges	721	761	797	831	859	7,065
Carrier fees - new service - features	1,339	1,364	1,390	1,416	1,416	16,556
Carrier fees - credit for disconnection	(1,054)	(1,122)	(1,183)	(1,240)	(1,292)	(9,653)
Advertising	13,500	13,750	14,000	14,250	14,250	156,500
Commissions - recurring payments	2,875	3,059	3,227	3,382	3,524	26,326
Commissions - new payments	724	738	751	765	765	8,935
Bad debt	26,246	27,390	28,440	29,409	30,201	256,494
Total direct expenses	71,354	74,210	76,868	79,357	81,065	746,571
<b>GROSS PROFIT</b>	33,632	35,350	36,891	38,279	39,739	279,404
<b>OVERHEAD COSTS</b>						
Depreciation	1,322	1,322	1,322	1,322	1,322	15,864
Salaries - executive	7,561	7,561	7,561	7,561	7,561	78,332
Salaries - hourly	7,260	6,260	6,260	6,260	6,260	78,720
Benefits	1,549	1,444	1,444	1,444	1,444	16,412
Legal and professional	300	300	300	300	300	3,600
Insurance	999	999	999	999	999	11,988
Office	361	361	361	361	361	4,832
Postage	1,173	1,173	1,173	1,173	1,173	12,407
Repair & maintenance	176	176	176	176	176	2,112
Rent- office and equipment	233	233	233	233	233	2,796
Telephone	4,708	4,708	4,708	4,708	4,708	48,172
Utilities	261	261	261	261	261	3,132
Other	300	300	300	300	300	3,600
Total overhead	26,203	25,098	25,098	25,098	25,098	281,967
<b>TOTAL OPERATING INCOME</b>	7,429	10,252	11,792	13,181	14,641	(2,563)

**TITLE SHEET**

**FLORIDA TELECOMMUNICATIONS PRICE LIST**

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for alternative local exchange telecommunications services provided by Talk Unlimited Now, Inc. with principal offices at 3606 South Waverly Place, Tampa, Florida 33629. This price list applies for services furnished within the state of Florida. This price list 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 DATE: April 17, 2002

EFFECTIVE DATE:

By:

Robin Caldwell, President  
Talk Unlimited Now, Inc.  
3606 S. Waverly Place  
Tampa, Florida 33629

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**CHECK SHEET**

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

<b>SHEET</b>	<b>REVISION</b>
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
29	Original
30	Original
31	Original
32	Original

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ISSUED DATE: April 17, 2002

EFFECTIVE DATE:

By:

Robin Caldwell, President  
Talk Unlimited Now, Inc.  
3606 S. Waverly Place  
Tampa, Florida 33629

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ISSUED DATE: April 17, 2002

EFFECTIVE DATE:

By:

Robin Caldwell, President  
Talk Unlimited Now, Inc.  
3606 S. Waverly Place  
- Tampa, Florida 33629

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**SYMBOLS SHEET AND FORMAT**

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

R - to signify a reduction

I - to signify an increase

C - to signify a changed regulation

T - to signify a change in text but no change in rate or regulation

S - to signify a reissued matter

M - to signify text relocated without change

N - to signify a new rate or regulation

D - to signify a discontinued rate or regulation

Z - to signify a correction

**Check Sheets** - When a price list filing is made with the FPSC, an updated check sheet accompanies the price list filing.

**Sheet Numbering and Revision Levels** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between existing sheets 14 and 15 would be 14.1. Revision levels also appear in the upper right corner of each page. These levels 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.

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

2.  
2.1.  
2.1.1  
2.1.1.1  
2.1.1.1.A  
2.1.1.1.A.1  
2.1.1.1.A.1.a  
2.1.1.1.A.1.a.1  
2.1.1.1.A.1.a.1(i)

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ISSUED DATE: April 17, 2002

EFFECTIVE DATE:

By:

Robin Caldwell, President  
Talk Unlimited Now, Inc.  
3606 S. Waverly Place  
- Tampa, Florida 33629

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Certain terms used generally throughout this price list are defined below.

Account Number: Customer's telephone number is his/her account number.

Advance Payment: Payment of all or pan of a charge required before the start of service.

Alternative Local Exchange Carrier: A company, which furnishes local exchange telephone service in competition with an Incumbent Local Exchange Carrier.

Authorized User: A person that either is authorized by the Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Call Forwarding: Permits calls directed to a Customer's line to be routed to a user-defined line inside or outside the Customer's telephone system.

Commission: The Florida Public Service Commission.

Company: Talk Unlimited Now, Inc, a Florida corporation, which is the issuer of this price list.

Conference/Three-Way: The User can sequentially call up to two other people and add them together to make a three-way call.

Customer: The person or entity which orders service and is responsible for the payment of charges and for compliance with the Company price list regulations.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision or local exchange telephone service.

Incumbent Local Exchange Carrier (ILEC): Local exchange carriers that are providing telephone exchange services in an area on the date of the enactment of the Telecommunications Act of 1996.

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

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the Unites States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Local Calling: A completed call or telephone communication between a calling Station and any other Station within the local service area of the calling Station.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS – (continued)**

**Non-Recurring Charges:** The one-time initial charges for services or facilities, including but not limited to charges for processing and installation, for which the Customer becomes liable at the time the Service charges Order is executed.

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

**Service Commencement Date:** The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this price list, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

**Service Order:** The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this price list, but the duration of the service is calculated from the Service Commencement Date. Service Order may also be referred to as Customer Service Agreement.

**Services:** The Company's local telecommunications services offered to the Customer. Such service, consist of certain standard and optional elements.

**Speed Dial:** Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

**Station:** Telephone equipment from or to which calls are placed.

**Trunk:** A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

**User:** A Customer or any other person authorized by the Customer to use Services provided under this price list.

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## **SECTION 2 - RULES AND REGULATIONS**

A Company providing local service must include current rates for local service and connection charges; billing and payment arrangements; and the levels of service quality including repair and installation response times and the company's call completion ratio, which the company holds itself out to provide. Companies must also state that access to 911 service will be maintained during temporary disconnection for non-payment of a residential subscriber's local service.

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

The Company undertakes to furnish local exchange telecommunications services within the State of Florida under the terms of this price list as a reseller. Service is available 24 hours a day, seven days a week.

The Company is responsible under this price list only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

#### 2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this price list is subject to availability on a continuing basis of all necessary facilities from the Incumbent local Exchange Carrier or other providers to the Company for resale.

#### 2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, the minimum period of service is one month (30 days). All calculations of dates set forth in this price list shall be based on calendar days. Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.

2.1.3.2 At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rate unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this price list prior to termination. The rights and obligations, which by their name extend beyond the termination of the term of the Agreement shall survive such termination.

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**SECTION 2 - RULES AND REGULATIONS - continued**

- 2.1.3.3 This price list shall be interpreted and governed by the laws of the State of Florida.
- 2.1.3.4 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.3.5 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- 2.1.4 Liability of the Company
- 2.1.4.1 The liability of the Company arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruptions as set forth in Section 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents, unless ordered by the Commission.
- 2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this price list. With respect to any other claim or suit, by a Customer or by others, associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this price list, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.
- 2.1.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

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**SECTION 2 - RULES AND REGULATIONS - continued**

- 2.1.4.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- 2.1.4.5 The Company shall not be liable for any losses due to the fault or negligence of, or any omission by, the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 2.1.4.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- 2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim or loss arising from Customer's use of services furnished under this price list, including:
- A. Claims for defamation libel, slander, invasion of privacy, infringement of copyright, unauthorized use of trademark, trade name, or service mark, unfair competition; interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content, revealed to, transmitted, processed, handled, or used by the Company under this price list;
  - B. patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and
  - C. all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this price list.

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**SECTION 2 - RULES AND REGULATIONS - continued**

- 2.1.4.9 The entire liability of me Company for any claim, loss or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered, unless ordered by the Commission.
- 2.1.4.10 The Company makes no warranties or representations, expressed or implied, including warranties or merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.1.4.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 2.1.4.12 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 2.1.4.13 With respect to Emergency Number 911 Service:
- A. This service is offered as an aid in handling assistance calls in connection with fire, police, and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other person or persons for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or other, caused or claimed to have been caused by; (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
  - B. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of anyone of them.

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**SECTION 2 - RULES AND REGULATIONS - continued**

- 2.1.4.14 **The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.**
- 2.1.4.15 **In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by the number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.**
- 2.1.4.16 **When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this price list, Customer acknowledges and agrees with the release of information as described above.**
- 2.1.5 **Notification of Service-Affecting Activities**
- The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routing preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all services activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.
- 2.1.6 **Provision of Equipment and Facilities**
- 2.1.6.1 **The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this price list. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.**

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**SECTION 2 - RULES AND REGULATIONS - continued**

2.1.6.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others, except the Incumbent Local Exchange Carrier, to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon written consent of the Company.

2.1.6.3 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

- A. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission or
- B. the reception of signals by Customer provided equipment: or
- C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Non-routing Installation

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

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this price list remains in the Company, its agents, or contractors or the Incumbent Local Exchange Carrier.

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**SECTION 2 - RULES AND REGULATIONS - continued**

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Services also may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a duly authorized regulated common carrier. This provision does not prohibit an arrangement between the customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

2.3.1.1 Placing orders for service.

When placing an order for service, Customer must provide:

- A. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
- B. The name(s), telephone number(s), and address (es) of the Customer contact person(s).

2.3.1.2 The payment of all applicable charges pursuant to this price list;

2.3.1.3 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.

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**SECTION 2 - RULES AND REGULATIONS - continued**

- 2.3.1.4 Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the operating environment on such premises;
- 2.3.1.5 Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- 2.3.1.6 Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- 2.3.1.7 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as maybe required with respect to the location of Company facilities and equipment in any Customer premises or the right-of-way for which Customer is responsible under the section above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.3.1.8 Not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- 2.3.1.9 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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**SECTION 2 - RULES AND REGULATIONS - continued****2.3.2 Claims**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the company from all claims, actions, liabilities, costs and expenses, including reasonable attorneys' fees for:

- 2.3.2.1 Any loss or destruction to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- 2.3.2.2 Any claim, loss, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, with limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

**2.4 Customer Equipment and Channels****2.4.1 Interconnection of Facilities**

- 2.4.1.1 Services furnished by the Company may be connected to the services or facilities of other authorized communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers, which are applicable to such connections. Service furnished by the Company is not part of a joint undertaking with such other carriers.
- 2.4.1.2 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- 2.4.1.3 Facilities furnished under this price list may be connected to Customer provided terminal equipment in accordance with the provisions of this price list.
- 2.4.1.4 The Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Company's facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

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**SECTION 2 - RULES AND REGULATIONS - continued****2.4.2 Inspection**

2.4.2.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of any Customer provided facilities and equipment to any Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.4.2.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action, as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

**2.5 Payment Arrangements****2.5.1 Payment for Services**

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or authorized Users. Objections must be received by the Company within 10 days after the due date, or the charges shall be deemed correct. Should the Customer pay the charges under protest, he may have an additional 30 days to dispute same in writing or the charges will become binding upon Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

2.5.1.1 Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income assessed in conjunction with service used. Taxes will be separately stated on the bill. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those-Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

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**SECTION 2 - RULES AND REGULATIONS - continued****2.5.2 Billing and Collection of Charges**

- 2.5.2.1 Charges for service are applied on a recurring and nonrecurring basis. Pursuant to Rule 25-4.110, Florida Administrative Code, the Company shall bill monthly for services rendered. Such bills will be mailed to customers at least fifteen (15) calendar days before payment is due. Service continues to be provided until canceled by Customer or by Company in accordance with provisions of this Tariff.
- 2.5.2.2 Payments shall be considered delinquent if not paid within fifteen (15) days after a bill is sent to Customer. Additionally, a non-recurring 1.5 percent per month penalty fee will accrue upon any unpaid amount after the customer's account becomes delinquent.
- 2.5.2.3 The Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated and/or received at the Customer's number(s). Notwithstanding Section 3.1 of this Tariff, which provides for the blocking of certain toll calls, including direct dial long distance, collect calls, operator-assisted calls, and third number billed calls, in the event that the blocking of these calls is circumvented by the Customer, or in the event of a temporary failure of the blocking mechanism, the Customer is responsible for payment of any toll charges billed to the Customer's number(s). The initial billing may include the account set-up charge where applicable.
- 2.5.2.4 For existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- 2.5.2.5 Customers may pay for service by credit card, an authorized payment agent, or check.
- 2.5.2.6 Company will bill Customer a one-time charge of \$27.00 or 5% of the amount of the check, whichever is greater, if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

**2.5.3 Disputed Bills**

The Customer shall notify the Company of any disputed items on a bill within 10 days. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Florida Public Service Commission in accordance with the Commission's rules of procedure.

- 2.5.3.1 The date of the dispute shall be the date the Company services sufficient documentation to enable it to investigate the dispute.

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**SECTION 2 - RULES AND REGULATIONS - continued**

**2.5.4 Discontinuance of Service**

The Company may discontinue service or cancel an application for service without incurring any liability for any of the following:

- 2.5.4.1 Upon nonpayment of any amounts owing to the Company, and after fifteen (15) days from the due date, the company may discontinue or suspend service upon five (5) working days prior written notice without incurring any liability.
- 2.5.4.2 Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving five (5) days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.5.4.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.5.4.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the Customer, immediately discontinue or suspend service without incurring any liability.
- 2.5.4.5 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

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EFFECTIVE DATE:

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**SECTION 2 - RULES AND REGULATIONS - continued**

2.5.4.6 The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability:

- A. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.4.6.A (1-5) if:
1. The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
  2. The Customer provides false information to the Company regarding the Customer's identity, address, or current use of common carrier communications service(s); or
  3. The Customer uses, or attempts to use, service with the intent to in whole or in part, of the price listed charges for the payment, either the service by:
    - a. Using or attempting to use service by rearranging, tampering with or making connections to the Company's service not authorized by this price list; or
    - b. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
    - c. Any other fraudulent means or devices; or
  4. Use of service in such a manner as to interfere with the service of other users; or
  5. Use of service for unlawful purposes.
- B. After five (5) working days' written notice to a Customer who has failed to pay any sum within 15 days of the date when payment was due;
- C. Five (5) days after sending the Customer written notice of non-compliance with any provisions of this price list if the noncompliance is not corrected within such period; or

2.5.4.7 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

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**SECTION 2 - RULES AND REGULATIONS - continued**

2.5.4.8 Upon the Company's discontinuance of service to the Customer's under Section 2.5-4.1 or 2.5.4.2., all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list.

**2.6 Allowance for Interruption of Services**

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's price lists.

It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in writing or equipment, if any, furnished by Customer and connected to Company's terminal. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired but not interrupted.

**2.6.1 Credit Allowances**

- 2.6.1.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Company.
- 2.6.1.2 Credit allowances for failure of service or equipment starts when Customer notifies Company of the failure or when Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- 2.6.1.3 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Charges specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

**2.6.2 Limitations on Allowances**

No credit will be made for:

- 2.6.2.1 interruptions due to the negligence of, or noncompliance with the provisions of this price list by the Customer;

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**SECTION 2 - RULES AND REGULATIONS - continued**

- 2.6.2.2 interruptions due to the negligence of any person using the Company's facilities the Customer's permission;
  - 2.6.2.3 interruptions due to the failure or malfunction of non-Company equipment;
  - 2.6.2.4 interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
  - 2.6.2.5 interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
  - 2.6.2.6 interruptions of service during any period when the Customer has released service to me Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
  - 2.6.2.7 interruption of service due to circumstances or causes beyond the control of the Company.
- 2.7 Cancellation of Service
- 2.7.1 Cancellation of Application for Service
    - 2.7.1.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special constructions, no charges will be imposed except for those specified below.
    - 2.7.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would nor have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
    - 2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case by case basis.
  - 2.7.2 Cancellation of Service by a Customer
    - 2.7.2.1 To cancel or terminate service, a customer must provide the Company with 30 days' notice.

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**SECTION 2 - RULES AND REGULATIONS - continued**

2.7.2.2 If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:

- A. all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- C. incurred all Recurring Charges for the applicable notice period.

2.8 Transfer and Assignments

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

2.9 Notices and Communications

- 2.9.1 The Customer shall designate an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate an address, to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this price list will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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**SECTION 2 - RULES AND REGULATIONS - continued**

2.10 Minimum Call Completion Rate

Customers can expect a call completion rate of 99.5 percent (number of calls completed/number attempted) and not less than 90 percent during peak use periods for all 1+ dialing services of calls

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**SECTION 3 - SERVICE DESCRIPTIONS****3.1 Local Service**

Local Service is a service, which is available for access by subscribers on a full time basis. Local Service provides the Customer with a single, voice-grade communications channel and access to (1) unlimited local calls, (2) "911" and/or "E 911" calls, if available in the customer's area, and (3) toll free "800" or "888" calls.

Local Service does not include any long distance service or other toll services. The following types of calls and services will be blocked by the Company: long distance (e.g. "I +" or "0+" calls); collect calls; operator-assisted calls; third number billed calls; or any service that may be billed to Customer's telephone number (e.g. "900" and "976" calls).

**3.1.1 Local Service Area**

The Company will provide Local Exchange Service in the Florida BellSouth, Sprint and Verizon territories. Local calling service areas will coincide with those of BellSouth, Sprint and Verizon unless otherwise specified.

Local Service is furnished in private homes or apartments, including all parts of the subscriber's domestic establishment, for domestic use and not for substantial occupational use.

**3.2 Optional Services****3.2.1 Call Waiting**

Allows the Customer to be notified of an incoming call while the Customer is having a conversation with another party.

**3.2.2 Call Forwarding**

Allows calls to automatically ring to another phone number.

**3.2.3 Non-Published Number**

Allows the Customer to keep his local phone number out of the phone book or directory assistance.

**3.2.4 "3 Way" Calling**

Allows the Customer to add a third party to a conversation.

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**SECTION 3 - SERVICE DESCRIPTIONS –continued****3.2.5 Caller ID**

Caller ID is an optional feature that allows the subscriber to see the telephone number of an incoming call displayed on the customer provided display unit. The telephone number of an incoming call will display between the first and second rings. Caller ID service works only on calls which originate and terminate in central offices, which are equipped and have SS7 connectivity. Caller ID is available to customers by monthly subscription only, which provides unlimited use of this service. The Caller ID box is not included in the rate for the monthly service fee.

The telephone numbers that will be displayed on a Caller ID subscriber's display unit include listed, non-listed and non-published telephone numbers.

Telephone number that will not be displayed to the Caller ID subscriber are: (1) calls from customers who use Per-Call Blocking or Per-Line Blocking; (2) calls from customers located in central offices not a part of the SS7 Signaling System; and (3) calls placed through an operator. When these types of calls are received by a Caller ID subscriber, their display unit will notify them that the calling telephone number is unavailable.

**3.3 Miscellaneous Charges****3.3.1 FCC Access**

Federally mandated access charge.

**3.3.2 PICC**

Federally mandated access charge.

**3.3.3 Service Reconnection Fee**

Charge for restoral of service after disconnection.

**3.3.4 Optional Feature Addition Charge**

Per request charge for addition of an optional feature or features subsequent to initiation of local service.

**3.3.5 Transfer Charge**

Charge for initiation of service subsequent to customer location move.

**3.3.6 Number Portability Charge**

Fixed, monthly charge to recover costs associated with implementing and providing number portability service. Number portability is a service that provides telephone customers with the ability to keep their existing local telephone number at the same location when switching from one local telephone service provider to another.

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**SECTION 3 - SERVICE DESCRIPTIONS –continued****3.4 Directory Listings**

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number.

- 3.4.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- 3.4.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing, which is found to be in violation of its rules with respect thereto.
- 3.4.3 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory-publishing schedule.
- 3.4.4 Directory listings are provided in connection with each Customer service as specified herein.
- 3.4.5 Non-Recurring Charges

Non-Recurring Charges associated with Directory Listings are as follows:

	<u>Non-Recurring</u>
Primary Listing (one number)	N/C

**3.4.5 Recurring Charges**

Monthly Recurring Charges associated with Directory Listings are as follows:

	<u>Non-Recurring</u>
Primary Listing (one number)	N/C

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**SECTION 3 - SERVICE DESCRIPTIONS –continued****3.5 Emergency Services (Enhanced 911)**

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

**3.6 Promotional Offerings**

The Company, from time to time, may make promotional offerings of its services, which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings are subject to the approval of the Commission.

**3.7 Discount For Handicapped Persons****3.7.1 Pursuant to Florida Public Service Commission rules and regulations, Company will not charge for the first 50 directory assistance calls made each month by a handicapped person.**

3.7.1.1 Directory assistance will be provided by the underlying local exchange carrier.

**3.8 Operator Assistance for Handicapped Persons**

Operator station surcharges will be waived for operator assistance provided to a caller who identified him or herself as being handicapped and unable to dial the call because of a handicap.

**3.9 Directory Assistance****3.9.1 General**

Directory Assistance Service is furnished upon customer request for assistance in determining telephone numbers. The regulations and rates set forth below apply when customers request assistance in determining telephone numbers.

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**SECTION 3 - SERVICE DESCRIPTIONS –continued**

3.9.2 Regulations

3.9.2.1 Monthly Call Allowance

An allowance of two (2) direct dialed Directory Assistance calls per month without charge is permitted for each residence service line. Call allowances or calls are not transferable between separate accounts of the same customer.

3.9.2.2 Multiple Number Request

A maximum of two (2) requested telephone numbers per call are permitted.

3.9.2.3 Exemptions

Subscribers who have applied for and have received Company certification as being unable to use a telephone directory due to a visual or physical disability which can be confirmed by a physician, appropriate group, or agency are exempt from charges for Directory Assistance calls when requesting telephone numbers of lines located within the Company's local calling area for the originating line. Written confirmation must be provided to the Company for this exemption to apply. Application procedures may be obtained by calling the local business office. This exemption is applicable exclusively to calls made by the individual from their line. Usage will be monitored by the Company and is subject to review and investigation. Certification will be verified periodically. Confirmed, inappropriate use of the exemption could result in its removal.

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SECTION 4 - RATES

**Billing Increments** - The billing increments for each service is set forth in the individual product rate section.

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

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

All rates listed below exclude applicable taxes.

4.1 Residential Local Exchange Service - Rates and Charges

4.1.1 Local Rates (include current prices and customer connection charges). A Local Service Customer will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified below.

4.1.2 Non - Promotional Monthly Standard Service Fee - \$49.95

4.1.3 One Time - Application Processing Fee - \$89.95

4.1.4 Optional Features

Description	Per Month	One Time Set-Up Fee
Call Waiting	\$5.00	\$5.00
Call Forwarding	\$5.00	\$5.00
Caller ID	\$10.00	\$10.00
Non-Published	\$5.00	\$5.00
Three-Way Calling	\$5.00	\$5.00
Voice Mail (where available)	\$10.00	\$10.00

4.1.5 Other Charges

4.1.5.1 Service Reconnection Fee

Restoration of Service - A per occurrence reconnection fee of \$55.00 is charged when service is re-established for customers who had been disconnected for non-payment.

4.1.5.2 FCC Access - \$5.00 (single line) or \$6.95 (multiple lines)

4.1.5.3 Optional Feature Addition Charge - \$15.00

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SECTION 4 – RATES - continued

- 4.1.5.4 Transfer Charge - \$55.00
- 4.1.5.5 Features (\*69, repeat dial 3 way, etc.) - \$1.00 per call
- 4.1.5.6 Directory Assistance - \$1.00 per call
- 4.1.5.7 Directory Assisted Call Completion - \$1.00 per call
- 4.1.5.8 National Directory Assistance - \$1.50 per call
- 4.1.5.9 Number Portability Charge - Per Residential Line - \$1.06
- 4.1.5.10 Operator Assisted and Direct Dial Tolls are billed to the customer at cost.

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SECTION 4 – RATES - continued

## 4.2 Business Local Exchange Services - Rates and Charges

4.2.1 Local Rates (include current prices and customer connection charges). A Local Service Customer will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified below.

4.2.2 Non – Promotional Monthly Standard Service Fee - \$59.95

4.2.3 One Time - Application Processing Fee - \$89.95

## 4.2.4 Optional Features

Description	Per Month	One Time Set-Up Fee
Call Waiting	\$5.00	\$5.00
Call Forwarding	\$5.00	\$5.00
Caller ID	\$10.00	\$10.00
Non-Published	\$5.00	\$5.00
Three-Way Calling	\$5.00	\$5.00
Voice Mail (where available)	\$10.00	\$10.00

## 4.2.5 Other Charges

## 4.2.5.1 Service Reconnection Fee

Restoration of Service - A per occurrence reconnection fee of \$55.00 is charged when service is re-established for customers who had been disconnected for non-payment.

4.2.5.2 FCC Access - \$5.00

4.2.5.3 Optional Feature Addition Charge - \$15.00

4.2.5.4 Transfer Charge - \$55.00

4.2.5.5 Directory Assistance - \$1.00 per direct dials to directory assistance

4.2.5.6 Features (\*69, repeat dial 3 way, etc.) - \$1.00 per call

4.2.5.7 Directory Assisted Call Completion - \$1.00 per call

4.2.5.8 National Directory Assistance - \$1.50 per call

4.2.5.9 Number Portability Charge - Per Residential Line - \$1.06

4.2.5.10 Operator Assisted and Direct Dial Tolls are billed to the customer at cost.

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SECTION 4 – RATES - continued

4.3 Promotional Local Service Offering

Company may, from time to time, engage in intrastate promotional offerings or trials designed to attract new Customers, to stimulate Customer usage, to test potential new services, and/or to increase existing Customer awareness of Company services. These offerings may be for a limited duration and limited to certain services, dates, times of day and/or locations determined by Company.

4.4 Local Service Rates per month for Promotional Offering Customers

In those areas where Company is authorized to provide service, Company intends to offer from time to time promotional sign-up periods for duration of 90 days. Under this offering, Company will offer a reduced application-processing fee for previous customers who sign up for service during this 90-day period.

4.5 Extended Calling Service

Extended Calling Service is a service that the Company provides to customers residing in Tampa or St. Petersburg, which allows them to make extended service calls throughout the Tampa metropolitan area, if they reside in Tampa, or the St. Petersburg metropolitan area, if they reside in St. Petersburg, that would otherwise be out of the customer's local calling area. Extended Calling Service is provided in addition to Local Service. Extended Calling Service is charged on a per call basis.

Price for Service per call:  
Extended Calling Service = \$ 0.35

4.2 Miscellaneous Rates (include such items as return check charges and late fees).

4.2.1 Late Payment Charges

Interest charges of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

4.2.2 Return Check Charges

Customers will be charged \$27.00 per dishonored or returned check.

4.3 Telecommunications Relay Service

For Calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice non-relay 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 non-relay call.

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