

**ORIGINAL**

**Wolf, Block, Schorr and Solis-Cohen LLP**

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New York, NY 10177

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Direct Dial: 212 883 4942  
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May 20, 2002

**VIA FEDERAL EXPRESS**

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

**020459-TI**

Ladies and Gentlemen:

On behalf of our client, JF Technology Enterprises, Ltd., please find enclosed:

1. An original and six copies of the Application Form for Authority to Provide Interexchange Telecommunications Service Between Points Within the State of Florida; and
2. Application Fee of \$250.00

Thank you for your attention to this application.

Sincerely,

David E. Bronston

For WOLF, BLOCK, SCHORR and SOLIS-COHEN LLP

DEB/jbc

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

**DIVISION OF REGULATORY OVERSIGHT**  
**CERTIFICATION SECTION**

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

020459-TI

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**Instructions**

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

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

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

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

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

1. This is an application for  $\sqrt$  (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:

J F Technology Enterprises, Ltd.

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

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

c/o Wolf, Block, Schorr and Solis-Cohen LLP

250 Park Avenue

New York, New York 10177

Att: Stuart Shorenstein

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

Not applicable

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

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

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

7. Structure of organization;

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

8. **If individual**, provide:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Internet E-Mail Address: \_\_\_\_\_  
Internet Website Address: \_\_\_\_\_

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

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

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

(a) **The Florida Secretary of State Corporate Registration number:**  
F02000001777  
\_\_\_\_\_

Applicant has the authority to transact business within the State of Florida. A copy of the Applicant's Certificate of Authority to transact business in Florida appears as Exhibit A.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Provide **F.E.I. Number** (if applicable): 30-0062885

16. Provide the following (if applicable):

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

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

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

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

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

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

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

(c) How is this information provided?

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

17. Who will receive the bills for your service?

- Residential Customers                       Business Customers  
 PATs providers                               PATs station end-users  
 Hotels & motels    Hotel & motel guests  
 Universities                                   Universities dormitory residents  
 Other: (specify) wholesale and retail prepaid debit card distributors.

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

(a) The application:

Name: David Bronston

Title: Attorney

Wolf, Block, 250 Park Avenue

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

City/State/Zip: New York, NY 10177

Telephone No.: 212-883-4942                      Fax No.: 212-986-0604

Internet E-Mail Address: dbronston@wolfblock.com

Internet Website Address: www.wolfblock.com

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

Name: Jean Francois Constant  
Title: President  
Address: J F Technology Enterprises, Ltd.  
5225 N.W. 87th Ave., Suite 100  
City/State/Zip: Miami, FL 33178  
Telephone No.: 305-357-4433 Fax No.: 305-357-4434  
Internet E-Mail Address: jfconstant@jf-technology.com  
Internet Website Address: www.jf-technology.com

(c) Complaints/Inquiries from customers:

Name: Jean Francois Constant  
Title: President  
Address: J F Technology Enterprises, Ltd.  
5225 N.W. 87th Ave., Suite 100  
City/State/Zip: Miami, FL 33178  
Telephone No.: 305-357-4433 Fax No.: 305-357-4434  
Internet E-Mail Address: jfconstant@jf-technology.com  
Internet Website Address: www.jf-technology.com

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

Applicant has not currently operated as an

interexchange company in any state.

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

New York State



(c) is certificated to operate as an interexchange telecommunications company.  
Applicant is not currently certificated as an interexchange  
telecommunications company in any state.

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

Applicant has never been denied authority to operate as an  
interexchange carrier in any jurisdiction.

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

Applicant has never had regulatory penalties imposed for  
violations of any telecommunications statutes.

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

Applicant has never been involved in civil court proceedings  
with an interexchange carrier, local exchange company, or  
other telecommunications entity.

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

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

Not applicable.

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(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.

Not applicable.

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

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

\_\_\_\_\_ Method of access is FGA  
\_\_\_\_\_ Method of access is FGB  
\_\_\_\_\_ Method of access is FGD  
\_\_\_\_\_ Method of access is 800

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

\_\_\_\_\_ Method of access is FGA  
\_\_\_\_\_ Method of access is FGB  
X \_\_\_\_\_ Method of access is FGD  
X \_\_\_\_\_ Method of access is 800

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

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

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

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

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

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

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

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

i.  **Travel service**

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

j.  **900 service**

k.  **Operator services**

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

1. **Services included are:**

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

via contracts with third parties

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

Applicant's proposed tariff is attached hereto as Exhibit B.

23. Submit the following:

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

Resumes are attached as Exhibit C.

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

Resumes are attached as Exhibit C.

**C. Financial capability.**

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

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.* Applicant has attached financial documentation as Exhibit D.

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

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

Applicant has sufficient financial capability to provide the requested service in the geographic areas proposed to be served and to meet its lease or ownership obligations. Applicant's operating revenue will provide Applicant with sufficient financial resources to provide service in the proposed areas and to meet its obligations.

**THIS PAGE MUST BE COMPLETED AND SIGNED**

**APPLICANT ACKNOWLEDGMENT STATEMENT**

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

**UTILITY OFFICIAL:**

Jean Francois Constant  
\_\_\_\_\_  
**Print Name**  
President  
\_\_\_\_\_  
**Title**  
305-357-4433      305-357-4434  
\_\_\_\_\_  
**Telephone No.**                      **Fax No.**

*J. Constant*  
\_\_\_\_\_  
**Signature**  
05/15/00  
\_\_\_\_\_  
**Date**

**Address:**                      J F Technology Enterprises, Ltd.  
\_\_\_\_\_  
5225 NW 87th Ave., Suite 100  
\_\_\_\_\_  
Miami, FL 33178  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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:**

Jean Francois Constant

**Print Name**

President

**Title**

305-357-4433

**Telephone No.**

**Address:**

J F Technology Enterprises, Ltd.

5225 N.W. 87th Ave., Suite 100

Miami, FL 33178



**Signature**

**Date**

05/15/02

**Fax No.**

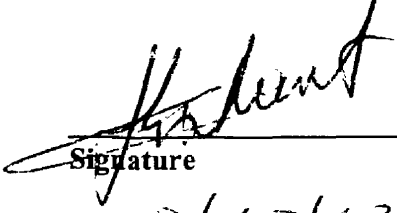
**THIS PAGE MUST BE COMPLETED AND SIGNED**

**AFFIDAVIT**

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide interexchange telecommunications 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:**

<p>Jean Francois Constant _____ <b>Print Name</b></p> <p>President _____ <b>Title</b></p> <p>305-357-4433 _____ <b>Telephone No.</b></p> <p><b>Address:</b> J F Technology Enterprises, Ltd. _____ 5225 N.W. 87th Ave., Suite 100 _____ Miami, FL 33178 _____ _____</p>	<p> _____ <b>Signature</b></p> <p>05/15/02 _____ <b>Date</b></p> <p>305-357-4434 _____ <b>Fax No.</b></p>
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**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:**

Jean Francois Constant

**Print Name**

President

**Title**

305-357-4433

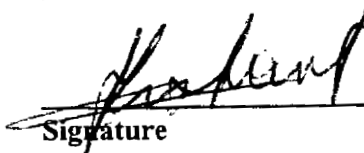
**Telephone No.**

**Address:**

J F Technology Enterprises, Ltd.

5225 N.W. 87th Ave., Suite 100

Miami, FL 33178



**Signature**

05/15/02

**Date**

305-357-4434

**Fax No.**

**CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT**

I, (Name) \_\_\_\_\_,

(Title) \_\_\_\_\_ of  
\_\_\_\_\_ (Name of Company)

and current holder of Florida Public Service Commission Certificate Number

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

( ) transfer

( ) assignment

of the above-mentioned certificate.

**UTILITY OFFICIAL:**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Telephone No.**

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

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

**EXHIBIT A**

**Certificate of Authority to Transact Business**



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

April 11, 2002

JF TECHNOLOGY ENTERPRISES, LTD., CORP.  
C/O WOLF, BLOCK, SCHORR & SOLIS-COHEN LL  
250 PARK AVENUE, 10TH FLOOR  
NEW YORK, NY 10177

Qualification documents for JF TECHNOLOGY ENTERPRISES, LTD., CORP. were filed on April 10, 2002 and assigned document number F02000001777. Please refer to this number whenever corresponding with this office.

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

This document was electronically received and filed under FAX audit number H02000080094.

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

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

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Foreign Qualification/Tax Lien Section.

Michelle Hodges  
Document Specialist  
Division of Corporations

Letter Number: 802A00021403

# State of Florida



## Department of State

I certify from the records of this office that JF TECHNOLOGY ENTERPRISES, LTD., CORP., is a corporation organized under the laws of New York, authorized to transact business in the State of Florida, qualified on April 10, 2002.

The document number of this corporation is F02000001777.

I further certify that said corporation has paid all fees due this office through December 31, 2002, and its status is active.

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

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Nineteenth day of April, 2002



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

**EXHIBIT B**

**Proposed Tariff**

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**TITLE SHEET**

**FLORIDA TELECOMMUNICATIONS PRICE LIST**

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunications services provided by J F Technology Enterprises, Ltd., with principal offices at 5225 NW 87<sup>th</sup> Street, Suite 100, Miami, FL 33178. 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.

Price list must be on 8 ½ x 11" loose leaf paper and utilize a page numbering system with an ongoing revision level.

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ISSUED DATE: May 20, 2002

EFFECTIVE DATE:

By: Jean Francois Constant, President  
5225 NW 87<sup>th</sup> Street  
Suite 100  
Miami, FL 33178

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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.

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
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original

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ISSUED DATE: May 20, 2002

EFFECTIVE DATE:

By: Jean Francois Constant, President  
5225 NW 87<sup>th</sup> Street  
Suite 100  
Miami, FL 33178



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ISSUED DATE: May 20, 2002

EFFECTIVE DATE:

By: Jean Francois Constant, President  
5225 NW 87<sup>th</sup> Street  
Suite 100  
Miami, FL 33178

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**SYMBOLS SHEET**

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

- D -** Delete Or Discontinue
- I -** Change Resulting In An Increase to A Customer's Bill
- M -** Moved From Another Price List Location
- N -** New
- R -** Change Resulting In A Reduction To A Customer's Bill
- T -** Change in Text Or Regulation But No Change In Rate Or Change

**Check Sheets** – When a price listing 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 4<sup>th</sup> revised Sheet 14 cancels the 3<sup>rd</sup> revised Sheet 14.

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ISSUED DATE: May 20, 2002

EFFECTIVE DATE:

By: Jean Francois Constant, President  
5225 NW 87<sup>th</sup> Street  
Suite 100  
Miami, FL 33178

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS**

Authorization Code – A numerical code, one or more of which are available to a customer to enable him 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 and to help the customer self audit his bill.

Company or Carrier – JF Technology Enterprise, Ltd.

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.

FPSC – Florida Public Service Commission.

Interexchange Service – That portion of a communications channel between a Company Point of Presence in one exchange and a Point of Presence in another exchange.

Local Access - The service between a customer premises and the Company Point of Presence.

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

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

Service – Any or all services provided pursuant to this Tariff.

Telecom Unit – A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Florida.

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

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ISSUED DATE: May 20, 2002

EFFECTIVE DATE:

By: Jean Francois Constant, President  
5225 NW 87<sup>th</sup> Street  
Suite 100  
Miami, FL 33178

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**SECTION 2 – RULES AND REGULATIONS**

**2.1. Undertaking of the Company**

2.1.1. Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff. The Company will provide Service to the public by reselling services purchased from underlying facilities based carriers and potentially over its own facilities at the Company's option.

2.1.2. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) to any Customer that, in the Company's opinion, presents an undue risk of nonpayment, (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service (in such cases Company shall make best efforts to accommodate the needs of all potential Customers by means of facility improvements or purchases, of capacity, if such efforts will, in the Company's opinion, provide the Company with a reasonable return on its expenditures), but only for so long as such unavailability exists.

2.1.3. Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements, such as special routing, diversity, alternate access, or circuit conditioning.

**2.2. Limitations of Services**

2.2.1. Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.

2.2.2. Service may be discontinued after five working days written notice to the Customer if:

2.2.2.A. the Customer is using the Service in violation of this Tariff; or

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ISSUED DATE: May 20, 2002

EFFECTIVE DATE:

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- 2.2.2.B. the Customer is using the Service in violation of the law or Commission regulation.
- 2.2.3. Service may be discontinued immediately and without notice if the Customer is using the service in a manner that threatens or actually causes damage to, or degradation of, the Services or the Company's facilities. Service may also be discontinued as provided in Rule 25-4.113 F.A.C., Refusal or Discontinuance of Service by the Company.
- 2.2.4. Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.
- 2.2.5. The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.
- 2.2.6. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the application for Service.
- 2.2.7. The Customer agrees to operate any Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.2.3.
- 2.2.8. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.2.9. A Customer shall not use any servicemark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
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- 2.2.10. In the event suit is brought or any attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
- 2.2.11. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.
- 2.2.12. The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or nonrecurring charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.
- 2.2.13. Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms in effect from time to time or Customer's forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders"). In the case of an end-user purchase of a Company provided Prepaid Calling Card ("Calling Card Customer"), the purchase of such calling card, whether from the Company or a third party distributor, shall constitute a request for services for purposes of this Tariff.
- 2.2.14. If an entity other than the company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.
- 2.2.15. The Service Commitment Period for any Service shall be established by the Service Order relevant thereto. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either Company or Customer. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service. In the case of a Prepaid Calling Card, the Service Commitment period shall commence upon purchase of the Prepaid Calling Card and shall continue until the balance of such Prepaid

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Calling Card is zero dollars (\$0.00) or until the expiration date, whichever shall first occur.

**2.3. Liability of the Company**

- 2.3.1. Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.
- 2.3.2. With respect to the Services contained herein and except as otherwise provided herein, the Company's liability shall not exceed an amount equal to the charge applicable to a one minute call to the called party at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which Service was affected. Notwithstanding the foregoing, no credits shall be allowed for an interruption of a continuous duration of less than 24 hours after the Customer notifies the Company.
- 2.3.3. The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.
- 2.3.4. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits,

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rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall comply with applicable LEC signal power limitations.

2.3.5. The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder shall not be reduced by untimely installation or non-operation of Customer provided facilities and equipment.

2.3.6. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.

2.3.7. With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, Company liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the Call, or (b) the sum of \$1,000.00.

2.3.8. In the event parties other than Customer shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any defects.

**2.4. Cancellation of Service by a Customer**

2.4.1. If a Customer cancels a Service order before the Service begins, before completion of a minimum period, if any, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by installation and monthly charges. If, based on a Service order

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by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer.

2.4.2. Either Customer or Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of a court of competent jurisdiction, the Federal Communications Commission, or other appropriate local, state or federal government authority.

**2.5. Interruption of Service by the Company**

2.5.1. Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon five working days written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of such Service. The written notice shall be separate and apart from the regular monthly bill for service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.

2.5.2. Without incurring any liability, the Company may immediately discontinue the furnishing of Service(s) to a Customer 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 under the following circumstances:

2.5.2.A. if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Customer communications Services, or its planned use of the Company Service(s);

2.5.2.B. if hazardous conditions or the Customer's use or tampering with adversely equipment adversely affects the Services or Company's facilities ;

2.5.2.C. in the event of unauthorized or fraudulent use.

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2.5.3. The Company may discontinue Service for nonpayment of bills after five working days written notice and in accordance with Section 2.2.2. above and in accordance with Rule 25-4.113 F.A.C., Refusal or Discontinuance of Service.

2.5.4. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

**2.6. Credit Allowance**

2.6.1. Credit allowance for the interruption of Service is subject to the general liability provisions set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service which is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.

2.6.2. No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.

2.6.3. No credit shall be allowed:

2.6.3.A. For failure of services or facilities of Customer; or

2.6.3.B. For failure of services or equipment caused by the negligence or willful acts of Customer.

2.6.4. Credit for an interruption shall commence after Customer notifies Company of the interruption and ceases when services have been restored.

2.6.5. Credits are applicable only to that portion of Service interrupted.

2.6.6. For purposes of credit computation, every month shall be considered to have 720 hours.

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- 2.6.7. No credit shall be allowed for an interruption of a continuous duration of less than twenty-four (24) hours.
- 2.6.8. The Customer shall be credited for an interruption of twenty-four hours or more at a rate of 1 /720<sup>th</sup> of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

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

"A" = outage time in hours

"B" = total monthly charge for affected facility

## **2.7. Use of Service**

- 2.7.1. The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. Resellers and Rebillers must be certified through the FPSC. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.
- 2.7.2. Service furnished by the Company may be arranged for joint or authorized use. The authorized user shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
- 2.7.2.A. Authorized user must be designated by the Customer.
- 2.7.2.B. All charges for the Service will be computed as if the Service were to be billed to the Customer and the Customer will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each authorized user shall be

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jointly and severally liable to the Company for all charges incurred as a result of its use of the Company's Service.

- 2.7.3. In addition to the other provisions in this Tariff, Customers reselling company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.
- 2.7.4. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.
- 2.7.5. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer for such Local Access charges.

**2.8. Payment and Billing**

- 2.8.1. The following rules apply only to the Carrier's resold Interexchange Services and will govern payment and billing practices of the Carrier, unless inconsistent with any rule, order or regulation of the Commission. In the case of any inconsistency, the rule, order, or regulation of the Commission, or other provision of law, shall prevail.

2.8.1.A. Service is provided and billed on a billing cycle basis, beginning on the date that the service becomes effective. Billing is payable upon receipt. A late payment charge will accrue upon any unpaid past due balance.

2.8.1.B. The customer is responsible for payment of all charges for service and facilities furnished by the Carrier to the customer, as well as, all charges for services and facilities furnished by the Carrier to all persons using the customer's codes, premises, facilities, or equipment, with or without the knowledge or consent of the customer. The security of the customer's authorization codes, premises, switched access connections, and direct connect facilities

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is the sole responsibility of the customer. All calls placed using such direct connect facilities, authorization codes, premises, or switched access connections will be billed to, and must be paid by, the customer. Recurring and non-recurring charges are billed in arrears.

2.8.1.C. All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Carrier in writing within ninety (90) days after such bills are rendered.

2.8.1.D. Carrier shall be entitled to revise bills previously rendered to adjust for previously un-billed service, or to adjust upward a bill previously rendered, for a period equivalent to the applicable contract law statute of limitations.

2.8.2. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.

2.8.3. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

**2.9. Advance Payments**

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

**2.10. Deposits**

2.10.1. The Company does not require a deposit from the customer.

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**2.11. Local Charges**

2.11.1. In certain instances, customers may be subject to local telephone company charges or message unit charges to access the Carrier's terminal. Carrier is not responsible for any such local or message unit charges incurred by customer in gaining access to Carrier's terminal.

**2.12. Assignment**

2.12.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

**2.13. Tax and Fee Adjustments**

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

**2.14. Timing of Calls**

2.14.1. Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the calling party and the called party. Chargeable time ends when either party "hangs up" thereby releasing the network connection. Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

**2.15. Billing Increments**

2.15.1. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is sixty (60) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in sixty (60) second increments and rounded to the next higher sixty (60) second period.

**2.16. Minimum Call Completion Rate**

2.16.1. A Customer can expect a call completion rate of not less than 90% during peak use periods for all Services covered by this Tariff.

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**2.17. Method for Calculation of Airline Mileage**

2.17.1. The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 in accordance with the following formula:

$$\text{the square root of } \frac{(V1-2)^2 + (H1-2)^2}{10}$$

**2.18. Time of Day Rate Periods**

2.18.1. Time of Day Rate Periods are determined by the time of day at the location of the Calling station.

The rates shown in Section 4 apply as follows:

DAY: From 8:01 AM to 5:00 PM Monday - Friday

EVENING: From 5:01 PM to 11:00 PM Monday - Friday and Sunday

NIGHT/

WEEKEND: From 11:01 PM to 8:00 AM Everyday

From 8:01 AM to 11:00 PM Saturday

From 8:01 AM to 5:00 PM Sunday

**2.19. Special Customer Arrangements**

2.19.1. In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at its option, may provide the requested Services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements, and made part of this tariff and subject to approval by FPSC.

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**2.20. Inspection**

2.20.1. The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should Customer violate any provision herein.

**2.21. Rate Quotes**

2.21.1. Rate quotes will be provided to end users from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday by dialing 305-357-4433.

**2.22. Special Contracts**

2.22.1. The Company will, from time to time, offer special contract and/or promotions to its Customers, waiving certain charges. These promotions will be made part of this Tariff and approved by the FPSC with specific starting and ending dates and under no circumstances run for longer than 90 days in any 12 month period.

**2.23. Service Agreement**

2.23.1. The name(s) of the customer(s) desiring to use the Services (other than Prepaid Calling Cards) must be set forth in the Service Agreement. An executed Service Agreement and Letter of Agency is required to initiate service.

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**SECTION 3 – SERVICE DESCRIPTIONS**

**3.1. Service Offerings**

**3.1.1. 1 + Long Distance Service**

Long Distance Service is offered to residential and business customers. The service permits direct dialed outbound calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in one-minute increments. Monthly recurring charges or minimum monthly billing requirements apply.

**3.1.2. 800/888 (Inbound) Long Distance Service**

800/888 (Inbound) Long Distance Service is offered to residential and business customers. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in One Minute increments, with One Minute call duration. A minimum monthly service charge requirement applies. Customers whose monthly usage is less than the minimum will be billed the minimum amount.

**3.1.3. Prepaid Calling Card Service**

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase Prepaid Calling cards Service at a variety of retail outlets or through other distribution channels. Prepaid Calling Cards Service is available at a variety of face values ranging from five dollars (\$5.00), in one-dollar (\$1.00) increments. Prepaid Calling Cards Service is accessed using the Prepaid Calling Cards Service toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. Processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units for each call is deducted from the remaining Telecom Unit balance on the Customer's Prepaid Calling Cards Service. All calls must be charged against Prepaid Calling Card that has a sufficient Telecom Unit balance. A customer's call will be interrupted with an announcement when the balance is about to be depleted. In order to continue the call, the Customer can either call the toll-free number on the back of the Service and "recharge" the balance of the card using a nationally recognized credit card, or the Customer can throw the card away and purchase a new one. The Company will terminate call in progress if the balance on the Prepaid Calling Cards Service

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is insufficient to continue the call and the Customer fails to enter the number of another valid Prepaid Calling Cards Service prior to termination.

A card will expire on the date indicated on the card, or if no date is specified, 12 months from the date of first usage, or the date of last recharge, whichever is later. The Company will not refund unused balances. A credit allowance is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed. When a call charged to a Prepaid Calling Cards Service is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit. Credit allowances for calls pursuant to Prepaid Calling Cards Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company. Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company. The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls cannot be completed.

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**SECTION 4 – RATES**

**4.1. SERVICES CHARGES**

**4.1.1. Dedicated Long Distance Services**

<u>Rate Plan</u>	<u>Monthly Volume (Minutes)</u>	<u>Peak Rate Per Minute</u>	<u>Off-Peak Rate Per Minute</u>	<u>Monthly Service Charge</u>
B1D	0-99999	\$.0445	\$.0389	\$ 0.00
B2D	100000-499999	\$.0395	\$.0349	\$ 0.00
B3D	500000-999999	\$.0345	\$.0299	\$ 0.00
B4D	Over 10000000	\$.0295	\$.0249	\$ 0.00

No Installation Charge for Dedicated Service

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**4.2. MISC. CHARGES**

**4.2.1. Payphone Surcharge**

A surcharge will be added to any completed intrastate toll access code and subscriber 800/888 type calls placed from a public or semi-public Pay Phone.

**4.2.2. Per Call Surcharge**

A surcharge per call will be added for every call that is connected. If an Answering Machine, Fax Machine, Voice Mail or Pager answers it will be considered connected.

**4.2.3. Maintenance Surcharge**

A weekly surcharge applied to some cards that have been used at least once.

**4.2.4. Directory Assistance**

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

**Directory Assistance, per call: \$.75**

**4.3. Prepaid Calling Cards**

**Prepaid Calling Card #1**

Rate per minute:	\$ .069
Maintenance Surcharge	\$.35
Per Call Surcharge	\$.00
Payphone Surcharge:	\$.35

**Prepaid Calling Card #2**

Rate per minute:	\$ .059
Maintenance Surcharge	\$.25
Per Call Surcharge	\$.25
Payphone Surcharge:	\$.35

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**Prepaid Calling Card #3**

Rate per minute:	\$ .07
Maintenance Surcharge	\$ .00
Per Call Surcharge	\$ .00
Payphone Surcharge:	\$ .35

**Prepaid Calling Card #4**

Rate per minute:	\$ .055
Maintenance Surcharge	\$ .00
Per Call Surcharge	\$ .25
Payphone Surcharge:	\$ .35

**4.4. Payment of Calls**

**4.4.1. Late Payment Charges**

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

**4.4.2. 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, whichever is greater.

**4.4.3. 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.

**4.4.4. Special Promotions**

The company will, from time to time, offer special promotions to its customers waiving certain charges. These promotions will be approved by the FPSC with specific starting and ending dates, and will be part of this tariff.

**4.5. Special Rates for the Handicapped**

**4.5.1. Directory Assistance**

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Miami, FL 33178

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

**4.5.2. Hearing and Speech Impaired Persona**

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

**4.5.3. Telecommunications Relay Service**

For intrastate toll calls received from the relay service, the Company will when relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call.

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ISSUED DATE: May 20, 2002

EFFECTIVE DATE:

By: Jean Francois Constant, President  
5225 NW 87<sup>th</sup> Street  
Suite 100  
Miami, FL 33178

**EXHIBIT C**

**Resumes**

# CURRICULUM VITAE

GREGORY BRANDT

## EDUCATION

1977 Complete Studies (Diploma)  
Montreal University,  
(Political Science/Management)

## EXPERIENCE

- 1998 Founder of ITC (International Telecom S.A.)  
Software Telecommunication Services  
Agent and Manager of BEC - Teleglobe  
Bell Canada in Haïti
- 1997 Founder of SONACOM  
National Telecommunication services  
Agent and Sales Representative of Nortel - Networks  
& Matra Nortel  
Implemented Telecommunication Services (Hardware)
- 1990-1995 Parent Student Association  
Lycée Alexandre Dumas/ Member and President
- 1985-1991 Agricultural Product Association  
Founder/Treasurer
- 1980-1998 Founder & PDG of PRINSA  
Integrated Poultry Project  
Food / Incubator/ farm / slaughter-house  
Expanded Production and Sales  
Frozen and live chicken "Poulets Cocotte"
- 1977-1980 USMAN-Gonaïves & Dondon  
Coffee Export Department  
Purchasing Director and Chief Controller  
Northern Coffee Plants



# JEAN FRANCOIS CONSTANT

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## Objective

Resume

## Experience

1994–Today SONACOM, S.A.

### **President & CEO**

- Start the company and bring it to the Status of NORTEL NETWORKS representative.
- SONACOM becomes the leader of the Enterprise Telecommunications with 96% of the market share
- SONACOM engineers and sells Telecommunications equipments to TELECO, HAITEL and COMCEL (the three major public telecommunications service providers in landlines and wireless).

1995–Today INTERNATIONAL TELECOM S.A (ITC)

### **Vice-President – Technical Operations**

- ITC is in Haiti the Representative of TELEGLOBE Inc.
- ITC is the key player in facilitating interconnection agreement for bilateral traffics between TELECO and TELEGLOBE and also between HAITEL and TELEGLOBE
- ITC is the leader on the Haitian Postpaid Card Market
- ITC with TELEGLOBE has 65% of the collect call market

1992–1994 TELECOMMUNICATION of HAITI (TELECO)

### **Technical Director**

- With responsibilities of all the switches, the outside networks, transmission cables, microwave radios

1987–1992 TELECOMMUNICATION of HAITI (TELECO)

### **Switch Planning Manager**

- Local switch
- Toll Switch
- International (Gateway) switch
- Switches Interconnection (Transmission)

1985–1987 TELECOMMUNICATION of HAITI (TELECO)

### **DMS-10, DMS-300 Installation supervisor**

Supervises the installation and programming of 10 DMS-10 and 1 DMS-300

1983–1985 TELECOMMUNICATION of HAITI (TELECO)

**Special Services Manager**

- Responsible of engineering, installation and maintenance of PABX
- Responsible of engineering, installation and maintenance of public telephone

1982–1983 TELECOMMUNICATION of HAITI (TELECO)

**Cable Maintenance Engineer**

Maintenance engineer in outside plant cable

**Education**

1976–1980 State University of Haiti

- Electronic Engineering Diploma.
- Math & Physic License

1982-2002 Seminars

- SL1 Technician Course NORTEL NETWORKS
- SL1 Engineering Course NORTEL NETWORKS
- Digital Switching Course NORTEL NETWORKS
- DMS-10 Switch Installation and Maintenance NORTEL NETWORKS
- E-10 B Switch Engineering ALCATEL FRANCE
- Symposium Call Center Server NORTEL NETWORKS
- IP Telephony NORTEL NETWORKS
- Symposium Express Call Center NORTEL NETWORKS
- Telecommuter NORTEL NETWORKS
- Passport 4400 Operation & Maintenance NORTEL NETWORKS
- Call Pilot Installation and Maintenance NORTEL NETWORKS

**Organization**

Member of the Institut of Electrical and Electronics Engineers

**EXHIBIT D**

**Financial Statements**



ROYAL BANK  
OF CANADA

**Miami Agency**  
801 Brickell Avenue, Suite 2100  
Miami, Florida 33131-2902  
Telephone: (305) 539-5200  
Facsimile: (305) 539-5250

April 29, 2002

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

Dear Sir:

**RE: Mr. Jean – Francois Constant / Gregory Brandt**

At the request of Jean-Francois Constant / Gregory Brandt, we are pleased to confirm that they are clients of our Bank and have been favorably known to us for 7 years, maintaining an account in the high figure range.

Mr. Constant and Mr. Brandt have always managed their affairs with our Bank to our entire satisfaction and we have found them to be serious and responsible individuals in their financial dealings.

Kindly note that the above information is provided to you under the strict confidentiality basis.

Should you require additional information about this customer, please do not hesitate to contact the undersigned.

Yours truly,

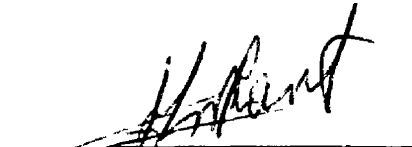
A handwritten signature in black ink, appearing to read 'Jose Esteban Torres', written over a horizontal line.

Jose Esteban Torres  
Account Manager

GLOBAL  
PRIVATE  
BANKING

The undersigned, Jean Francois Constant, President of JF Technology Enterprises, Ltd. (the "Applicant") does hereby certify:

1. The Applicant does not have audited financial statements;
2. Attached hereto are a projected balance sheet for three years, a projected income statement for three years, a projected cash flow statement for three years and a detailed financial projection for the first year.



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Jean Francois Constant

**JF Technology Enterprises, Ltd.  
Projected Balance Sheet**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<b>Assets</b>			
<b>Current Assets</b>			
Bank	177,765	424,356	692,637
Receivables	927,841	1,159,802	1,333,772
Other current assets	15,000	20,000	25,000
	<u>1,120,606</u>	<u>1,604,157</u>	<u>2,051,408</u>
<b>Fixed Assets</b>			
<b>Property, Plant and Equipment</b>			
Additional Investment	60,000	40,000	40,000
Depreciation	20,000	30,000	50,000
<b>Net Property, Plant and Equipment</b>	<u>40,000</u>	<u>40,000</u>	<u>50,000</u>
<b>Total Assets</b>	<b>\$1,160,606</b>	<b>\$1,644,157</b>	<b>\$2,101,408</b>
 <b>Liabilities and Shareholders'Equity</b>			
<b>Current Liabilities</b>			
Payables	883,356	1,107,611	1,273,752
	<u>883,356</u>	<u>1,107,611</u>	<u>1,273,752</u>
<b>Long Term Liabilities</b>			
Long Term Debt			
<b>Total Liabilities</b>	<u>883,356</u>	<u>1,107,611</u>	<u>1,273,752</u>
<b>Shareholders'Equity</b>			
Stocks issued	60,000	60,000	60,000
Excess capital			
Retained earnings	217,251	476,547	777,656
<b>Total shareholders'equity</b>	<u>277,251</u>	<u>536,547</u>	<u>837,656</u>
<b>Total Liabilities and Shareholders' Equity</b>	<b>\$1,160,606</b>	<b>\$1,644,157</b>	<b>\$2,111,408</b>

**JF Technology Enterprises, Ltd.  
Projected Income Statement**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<b>Total Revenues</b>	\$11,134,096	\$13,917,619	\$16,005,262
<b>Total Costs</b>	\$10,600,267	\$13,291,327	\$15,285,026
<b>Gross Profit</b>	<b>\$533,829</b>	<b>\$626,293</b>	<b>\$720,237</b>
<b>%</b>	<b>4.79%</b>	<b>4.50%</b>	<b>4.50%</b>
<b><u>Selling, General and Administrative</u></b>			
Rent	7,200	7,200	7,200
Distribution Costs	27,797	30,576	33,634
Marketing and Advertising	36,000	39,600	43,560
Management	43,200	45,360	47,628
Administrative Assistant / Bookkeeping	30,000	31,500	33,075
Maintenance of Equipment	5,400	5,940	6,534
Miscellaneous	2,400	3,600	4,800
Communication Expenses	3,600	4,800	6,000
Travel and Promotion	24,000	28,800	34,560
<b><u>Total SG&amp;A</u></b>	<b>\$179,597</b>	<b>\$197,376</b>	<b>\$216,991</b>
Depreciation	20,000	30000	40000
<b>Pre-Tax Income</b>	<b>\$334,232</b>	<b>\$398,916</b>	<b>\$463,246</b>
<b>%</b>	<b>3.00%</b>	<b>2.87%</b>	<b>2.89%</b>
Taxes	\$116,981	\$139,621	\$162,136
<b>Net Income</b>	<b>\$217,251</b>	<b>\$259,296</b>	<b>\$301,110</b>

**JF Technology Enterprises, Ltd.**  
**Projected Cash Flow Statement**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Cumulative</u>	<u>Average</u>
Net income	217,251	259,296	301,110	777,656	259,219
Net operating profit after taxes	217,251	259,296	301,110	777,656	259,219
Depreciation & amortization	20,000	30,000	40,000	90,000	30,000
Change in receivables	(927,841)	(231,960)	(173,970)	(1,333,772)	(444,591)
Change in other assets	(15,000)	(5,000)	(5,000)		
Change in payables & accruals	883,356	224,255	166,142	1,273,752	424,584
Cash flow from operations	<u>177,765</u>	<u>276,590</u>	<u>328,281</u>	<u>807,637</u>	<u>269,212</u>
Net purchases of fixed assets	(60,000)	(30,000)	(60,000)	(150,000)	(50,000)
Cash flow from investing	<u>(60,000)</u>	<u>(30,000)</u>	<u>(60,000)</u>	<u>(150,000)</u>	<u>(50,000)</u>
Free cash flows	<u>117,765</u>	<u>246,590</u>	<u>268,281</u>	<u>632,637</u>	<u>210,879</u>
Change in ST interest bearing debt	0	0	0	0	0
Change in long-term debt	0	0	0	0	0
Common stock issued/retired	60,000	0	0	60,000	20,000
Dividends					
Cash flow from financing	<u>60,000</u>	<u>0</u>	<u>0</u>	<u>60,000</u>	<u>20,000</u>
Net change in cash	<u>177,765</u>	<u>246,590</u>	<u>268,281</u>	<u>692,637</u>	
Beginning cash balance	<u>0</u>	<u>177,765</u>	<u>424,356</u>		
Ending cash balance	<u>177,765</u>	<u>424,356</u>	<u>692,637</u>	<u>1,294,757</u>	



**JF Technology Enterprises, Ltd.  
Financial Projections (1st year)**

	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>
<b>Total Revenues</b>	<b>150,000</b>	<b>255,000</b>	<b>348,000</b>	<b>455,800</b>
<b>Total Costs</b>	<b>140,000</b>	<b>236,250</b>	<b>322,875</b>	<b>424,788</b>
<b>Gross Profit</b>	<b>\$10,000</b>	<b>\$18,750</b>	<b>\$25,125</b>	<b>\$31,013</b>
<b><u>Selling, General and Administrative</u></b>				
Rent	600	600	600	600
Distribution Costs	0	1,500	1,650	1,815
Marketing and Advertising	3,000	3,000	3,000	3,000
Management	3,600	3,600	3,600	3,600
Administrative Assistant / Bookkeeping	2,500	2,500	2,500	2,500
Maintenance of Equipment				600
Miscellaneous	200	200	200	200
Communication Expenses	300	300	300	300
Travel and Promotion	2,000	2,000	2,000	2,000
<b><u>Total SG&amp;A</u></b>	<b>12,200</b>	<b>13,700</b>	<b>13,850</b>	<b>14,615</b>
Depreciation	1,667	1,667	1,667	1,667
Pre-Tax Income	<b>(\$3,867)</b>	<b>\$3,383</b>	<b>\$9,608</b>	<b>\$14,731</b>
Taxes				
<b>Net Income</b>				

<u>October</u>	<u>November</u>	<u>December</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>
582,280	745,978	903,781	1,074,706	1,279,333	1,524,353	1,817,793
544,671	699,885	861,810	1,026,594	1,223,912	1,460,230	1,743,299
<b>\$37,609</b>	<b>\$46,093</b>	<b>\$41,972</b>	<b>\$48,112</b>	<b>\$55,420</b>	<b>\$64,123</b>	<b>\$74,494</b>
600	600	600	600	600	600	600
1,997	2,196	2,416	2,657	2,923	3,215	3,537
3,000	3,000	3,000	3,000	3,000	3,000	3,000
3,600	3,600	3,600	3,600	3,600	3,600	3,600
2,500	2,500	2,500	2,500	2,500	2,500	2,500
600	600	600	600	600	600	600
200	200	200	200	200	200	200
300	300	300	300	300	300	300
2,000	2,000	2,000	2,000	2,000	2,000	2,000
<b>14,797</b>	<b>14,996</b>	<b>15,216</b>	<b>15,457</b>	<b>15,723</b>	<b>16,015</b>	<b>16,337</b>
1,667	1,667	1,667	1,667	1,667	1,667	1,667
<b>\$21,146</b>	<b>\$29,430</b>	<b>\$25,089</b>	<b>\$30,988</b>	<b>\$38,030</b>	<b>\$46,441</b>	<b>\$56,491</b>

**Total**

**May**

**1,997,072 11,134,096**  
**1,915,953 10,600,267**

**\$81,119 \$533,829**

600 7,200  
3,891 27,797  
3,000 36,000  
3,600 43,200  
2,500 30,000  
600 5,400  
200 2,400  
300 3,600  
2,000 24,000  
**16,691 179,597**

1,667 20,000

**\$62,761 \$334,232**