

020232-77

Cronus Telecommunications, Inc.

Florida Tariff No. 1  
Original Sheet 1

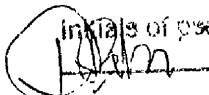
**TITLE SHEET**

**FLORIDA TELECOMMUNICATIONS TARIFF**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Cronus Telecom, Inc., with principal offices at 1111 Park Centre Blvd., Suite 102, Miami, FL 33169. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Check received with filing and  
forwarded to Fiscal for deposit.  
Fiscal to forward a copy of check  
to IRAR with proof of deposit.

Initials of person who forwarded check:



2002 JUL 12 AM 10:36  
DIVISION OF  
COMPETITIVE SERVICES

ISSUED: June 28, 2002

By:

Luis F. Henao, President  
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DOCUMENT NUMBER DATE

07379 JUL 16 02

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**CHECK SHEET**

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

SHEET	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
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**SYMBOLS SHEET**

**D** - Delete Or discontinue

**I** - Change Resulting In An Increase to A Customer's Bill

**M** - Moved From Another Tariff Location

**N** - New

**R** - Change Resulting In A Reduction To A Customer's Bill

**T** - Change in Text Or Regulation But No Change In Rate Or Charge

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**TARIFF FORMAT SHEETS**

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

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

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

2 .  
 2 . 1 .  
 2 . 1 . 1 .  
 2 . 1 . 1 . A .  
 2 . 1 . 1 . A . 1  
 2 . 1 . 1 . A . 1 . (a) .  
 2 . 1 . 1 . A . 1 . (a) . I .  
 2 . 1 . 1 . A . 1 . (a) . I . (i) .  
 2 . 1 . 1 . A . 1 . (a) . I . (i) . (1) .

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

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

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

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

Company or Carrier - Cronus Telecommunications, Inc.

Customer - The person, firm, corporation or other entity, which orders, service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Day - From 8:00 Am up to but not including 5:00 PM local time Sunday through Friday

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

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

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

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**SECTION 2 – RULES AND REGULATIONS**

**2.1 UNDERTAKING OF THE COMPANY**

The Company's services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff.

The Company's installs operate, and maintain the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

**2.2 LIMITATIONS**

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

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

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**SECTION 2 – RULES AND REGULATIONS continued**

**2.2 LIMITATIONS (continued)**

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

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

2.2.5 Customers reselling or rebilling services must have a Certificates of Public Convenience and Necessity as an inter exchange carrier from the Florida Public Service Commission.

**2.3 LIABILITIES OF THE COMPANY**

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

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

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

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

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SECTION 2 – RULES AND REGULATIONS continued

**2.1 INTERRUPTION OF SERVICE**

2.4.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the customer, or due to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in subsection 2.3.1. It shall be the customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer within his control, or equipment, if any, furnished by the customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.

2.4.2 No Credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.

2.4.3 The customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

$$\text{Credit} = A/720 \times C$$

"A" - outage time in hours

"B" - each month is considered to have 720 hours

"C" - total monthly charge for affected facility

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**SECTION 2 – RULES AND REGULATIONS continued**

**2.5 DISCONNECTION OF SERVICE BY CARRIER**

The Company (carrier), upon 5 working days written notice to the customer, may discontinue service or cancel an application for service or cancel an application for service without incurring any liability for any of the following reasons:

- 2.5.1 Non-payment of any sum due to carrier for regulated service for more than thirty days beyond the date of rendition of the bill for such service.
- 2.5.2 A violation of any regulation governing the service under this tariff.
- 2.5.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service
- 2.5.4 The company has given the customer notice and has allowed a reasonable time to comply with any rule, or remedy, and deficiency as stated in Rule 25-4.113, F.A.C., Refusal or Discontinuance of Service by Company.
- 2.5.5 Service may be disconnected without notice for tampering with company equipment, for interfering with the service to other customers, for fraud, or in the event of a hazardous condition.

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**SECTION 2 – RULES AND REGULATIONS continued**

**2.6 DEPOSITS**

The Company does not require a deposit from the customer.

**2.7 ADVANCE PAYMENTS**

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.

**2.8 TAXES**

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

**2.9 BILLING OF CALLS**

All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

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**SECTION 3 – DESCRIPTION OF SERVICE**

**3.1 TIMING OF CALLS**

**3.1.1 When Billing Charges Begin and End For Phone Calls**

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

**3.1.2 Billing Increments**

The minimum call duration for billing purposes is 1 minute for a connected call and calls beyond 1 minute are billed in 1 minute increments.

**3.1.3 Per Call Billing Charges**

Billing will be rounded up to the nearest penny for each call.

**3.1.4 Uncompleted Calls**

There shall be no charges for uncompleted calls.

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**SECTION 3 – DESCRIPTION OF SERVICE continued****3.2 CALCULATION OF DISTANCE**

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

**FORMULA:**

The square  
Root of: 
$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

10

**3.3 MINIMUM CALL COMPLETION RATE**

A customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 90% during peak use periods for all Feature Group D Services ("1+" dialing).

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**SECTION 3 – DESCRIPTION OF SERVICE continued****3.4 SERVICE OFFERINGS****3.4.1 Cronus Long Distance Service**

Cronus 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. No monthly recurring charges or minimum monthly billing requirements apply.

**3.4.2 Cronus 800/888 (Inbound) Long Distance Service**

Cronus 800/888 (Inbound) Long Distance Service is offered to residential and business customers. The service permits inbound 800/888 calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in six second increments, with a six second minimum call duration.

**3.4.3 Cronus Calling Card Service**

Cronus Calling Card Service is a calling card service offered to residential and business customers who subscribe to the Cronus Long Distance Service calling plan. Customers using the Carrier's calling card service access the service by dialing a 1-800 number followed by an account identification number and the number being called. This service permits subscribers utilizing the Carrier's calling card to make calls at a single per minute rate. Calls are billed in one (1) minute increments after the initial minimum period of one (1) minute. There are no nonrecurring or monthly recurring charges.

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**SECTION 4 - RATES**

**4.1 CRONUS LONG DISTANCE SERVICE**

Rate per minute - \$0.12.  
Plan is billed in full minute increments.

**4.2 CRONUS 800/888 (INBOUND) LONG DISTANCE SERVICE**

Rate per minute - \$0.15.  
Plan is billed in six second increments with a six second minimum

**4.3 CRONUS CALLING CARD SERVICE**

Rate per minute - \$0.20.  
Plan is billed in full minute increments.

**4.4 DETERMINING APPLICABLE RATE IN EFFECT**

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

**4.6 PAYMENT OF CALLS**

**4.6.1 Late Payment Charges**

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

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**SECTION 4 - RATES continued****4.6.2 Return Check Charges**

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

**4.7 RESTORATION OF SERVICE**

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

**4.8 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 be made of this tariff.

**4.9 SPECIAL RATES FOR THE HANDICAPPED****4.9.1 Directory Assistance**

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

**4.9.2 Hearing and speech Impaired Persons**

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

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SECTION 4 - RATES continued

**4.9.3 Telecommunications Relay Service**

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off the other wise applicable rate for a voice no relay call.

The above discounts apply only to time-sensitive elements of charge for the call and shall not apply to per call charges such as a credit card surcharge.

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