

405 N. Ocean Blvd., #320
Pompano Beach, FL 33062
Tel: 954-943-6277
Mob: 954-261-9436
Fax: 954-942-9271



Memo

Check was prepared, dated and forwarded to Fiscal for deposit. Fiscal to forward deposit information to Records.

Initials of person who forwarded check

To: Florida Public Service Commission, Staff
From: Sadler L. James
Date: 10/7/2002
Re: A-LEC & IXC APPLICATIONS

021027-JJ

Please find attached the following:

1. Applications from TALK & PAY, INC, to provide A-LEC & IXC services:
 - a. One (1) Original and six (6) copies of the "Application for Authority to Provide Alternative Local Exchange (A-LEC) Service within the state of Florida. The A-LEC Tariff will be filed later.
 - b. One (1) Original and six copies (6) of the "Application for Authority to Provide Interexchange Telecommunications (IXC) Service within the state of Florida. The IXC Tariff is also included as required. 10888-02
2. Two brown manila envelopes marked "Attention, Confidential and Proprietary financial information, pursuant to section 364.183 Florida Statutes". It is intended that this information be treated as confidential and not published by the state.
 - a. An envelope marked A-LEC contains all financial information related to the application and a check, numbered #0092 for \$250.
 - b. An envelope marked IXC containing all financial information related to the application and a check numbered #0091 for \$250. 10889-02
3. A self addressed, pre-posted US mail envelope for sending back the "file *
not included
copies", date stamped receipt of the applications.

Please call me at 954-943-6277 or 954-261-9436 if you have any questions or if I have left something out.

Thank you.

02 OCT 8 - 100 20

DISTRIBUTION CENTER

DOCUMENT NUMBER

10888 OCT-8 8

FPSC-CONFIDENTIAL CLERK

Original Copy

IXC Application for Talk and Pay, Inc.

ORIGINAL

Talk and Pay, Inc.
1205 Hillsboro Mile, #303
Hillsboro Beach, FL. 33062
Tel: 954-255-8797 Fax: 954-360-9169
E-mail: phanderhan@nowthatsfast.com

September 6, 2002

RECEIVED FPSC
02 OCT - 8 PM 12: 53
COMMISSION
CLERK

Florida Public Service Commission
Division of Records and Reporting
2450 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

021027-77

Re: Application For Authority To Provide Interexchange Telecommunications Service (IXC) Within The State Of Florida

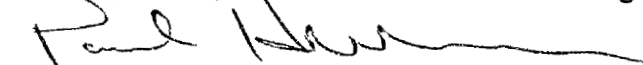
Ladies and Gentlemen:

On behalf of TALK AND PAY, INC., we enclose for filing the original and six (6) copies of the Application of TALK AND PAY, INC., for Authority to provide **Interexchange Telecommunications Service (IXC)** within The State Of Florida. Please find enclosed a check in the amount of \$250.00.

Please acknowledge receipt of these documents by date stamping the additional copy of the application marked "File Copy" and return it to us for our files in the enclosed self-addressed, pre-paid envelope.


Also, please find a highlighted envelope marked "Confidential"; this contains the 2002 unaudited signed financial statements to be included in the above referenced docket. This financial information is considered by the applicant to be "proprietary and confidential". This information would be of use to competitors and disclosure would impede the activities of the Company. Therefore, TALK AND PAY, INC., requests that the financial data be treated as confidential material pursuant to section 364.183, Florida Statutes.

Thank you for your assistance with this filing.



Mr. Paul Handerhan
President, Talk and Pay, Inc.

This claim of confidentiality was filed by or on behalf of a "telco" for Confidential DN 10889-02. The document is in locked storage pending advice on handling. To access the material, your name must be on the CASR. If undocketed, your division director must obtain written EXD/Tech permission before you can access it

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER DATE

10888 OCT-8 8

FPSC-COMMUNICATIONS CLERK

**** 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

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 (check one):
- Original certificate** (new company).
 - Approval of transfer of existing certificate:** Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.
 - Approval of assignment of existing certificate:** Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.
 - Approval of transfer of control:** Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

TALK AND PAY, INC.

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

Not applicable

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

Talk and Pay, Inc.

1205 Hillsboro Mile, #303

Hillsboro Beach, FL 33062

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

Talk and Pay, Inc., 1205 Hillsboro Mile, #303

Hillsboro Beach, FL 33062

6. Select type of business your company will be conducting (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.
- (XX) **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.
- () **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 | (XX) Corporation |
| () Foreign Corporation | () Foreign Partnership |
| () General Partnership | () Limited Partnership |
| () Other _____ | |

8. **If individual**, provide:

Name: Not applicable

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:
P02000087194

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

(a) The Florida Secretary of State Corporate Registration number:
Not applicable

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:
Not applicable (N/A)

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

(a) The Florida Secretary of State registration number: N/A

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

Name: Not applicable

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: Not applicable

15. Provide F.E.I. Number (if applicable): 55-0791710

16. Provide the following (if applicable):

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

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

Name: Not applicable

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

(c) How is this information provided?

Not applicable

17. Who will receive the bills for your service?

- (XX) Residential Customers (XX) Business Customers
() PATs providers () PATs station end-users
() Hotels & motels () Hotel & motel guests
() Universities () Universities dormitory residents
(XX) Other: (specify) Anyone who uses our service

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

(a) The application:

Name: Mr. Sadler L. JAMES

Title: Consultant to Talk and Pay, Inc.

Address: Direct Guidance, Inc. 405 N. Ocean Blvd., #320

City/State/Zip: Pompano Beach, FL 33062

Telephone No.: 954-943-6277/954-261-9436 Fax No.: 954-942-9271

Internet E-Mail Address: dirguide@bellsouth.net

Internet Website Address: not applicable

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

Name: Mr. Paul Handerhan

Title: President

Address: Talk and Pay, Inc. Hillsboro Mile, #303

City/State/Zip: Hillsboro Beach, FL 33062

Telephone No.: 954-255-8797 Fax No.: 954-360-9169

Internet E-Mail Address: phanderhan@nowthatsfast.com

Internet Website Address: www.talkandpay.com

(c) Complaints/Inquiries from customers:

Name: Mr. Ray West

Title: Vice President

Address: Talk and Pay, Inc. Hillsboro Mile, #303

City/State/Zip: Hillsboro Beach, FL 33062

Telephone No.: 954-255-8797/800-218-8665 Fax No.: 954-360-9169

Internet E-Mail Address: phanderhan@nowthatsfast.com

Internet Website Address: www.talkandpay.com

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

NONE

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

NONE

(c) is certificated to operate as an interexchange telecommunications company.

NONE

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

NONE

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

NONE

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

NONE

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.

NONE of the officers, directors or stockholders of Talk and Pay, Inc.

have previously been adjudged bankrupt, mentally incompetent or found guilty of any felony or of any crime. Neither is there any pending proceedings which will result in such action.

(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.

NO officer, director, partner or stockholder is affiliated with any other certificated telephone company.

21. The applicant will provide the following interexchange carrier services \sqrt (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. _____ **MTS with route specific rates per minute**

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

c. XX **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

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).

23. Submit the following:

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

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.

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.*

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.

- | |
|---|
| <ol style="list-style-type: none">1. The applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.2. Talk and Pay, Inc. has sufficient financial capability to maintain and operate the requested service.3. Talk and Pay, Inc. has sufficient financial capability to meet any lease and ownership 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:

Paul Handerhan

Print Name Paul Handerhan

President

Title President

954-255-8797

Telephone No.

954-360-9169

Fax No.

Paul Handerhan

Signature

9/6/02

Date

Address:

Talk and Pay, Inc.

1205 Hillsboro Mile, #303

Hillsboro Beach, FL 33062

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:

Paul Handerhan
Print Name Paul Handerhan

President
Title

954-255-8797
Telephone No.

Address: _____

Talk and Pay, Inc.

1205 Hillsboro Mile, #303

Hillsboro Beach, FL 33062

[Signature]
Signature

9/6/02
Date

954-360-9169
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:

Paul Handerhan
Print Name Paul Handerhan

Paul Handerhan
Signature

President
Title

9/6/02
Date

954-255-8797
Telephone No.

954-360-9169
Fax No.

Address: _____
Talk and Pay, Inc.
1205 Hillsboro Mile, #303
Hillsboro Beach, FL 33062

CURRENT FLORIDA INTRASTATE SERVICES

Applicant **has** () or **has not** (XX) 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?

Not applicable

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

Not applicable

UTILITY OFFICIAL:

Paul Handerhan
Print Name Paul Handerhan


Signature

President
Title

9/6/02
Date

954-255-8797
Telephone No.

954-360-9169
Fax No.

Address: _____
Talk and Pay, Inc.
1205 Hillsboro Mile, #303
Hillsboro Beach, FL 33062

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

I, (Name) Not applicable,

(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: _____

Attachment 23.A

Managerial Capability

Please find attached the resumes of

Mr. Paul Handerhan

and

Mr. Ray B. West

PAUL HANDERHAN

SUMMARY OF QUALIFICATIONS

Strong background in business development and management skills.
Committed to the highest standards and methodology to provide
Technical solutions to turn business requirements into workable systems.

EXPERIENCE

MCS, Inc. – Coral Springs (2000 – Present)

President

Owner operator of a private cable company. Developed business plan and
Managed day-to-day operations. Built and operated 35 smatv/mdu
locations. System operator for WSNET. Regional contractor in South
Florida for master operator Pace Electronics.

Setup and manage DIRECTV cable systems for Hotels, Office Buildings
and multiple dwelling unit buildings. This includes installation and setup of
satellite antenna, alignment of satellite antenna for optimal signal strength
and wiring of RG-6 cable. In some cases, install and route cable
distribution to satellite receivers and interface to telephone jacks as
required.

Provide customer service and technical service for installed systems

MediaLink – Hillsboro Beach (1996 – 2000)

President

Focused on our business goals in conjunction with tracking the ever-
changing trends with-in the technology industry. We have paired with the
right people, practices, and vision to provide an important competitive edge
to stay ahead of our competitors. Companies core markets are providing
wireless and VOIP solutions to call centers and hotels.

EDUCATION

Broward Community College	IT Technology
Southern Connecticut State University	

RAY B. WEST

SUMMARY OF QUALIFICATIONS

Successfully demonstrated proficiency and professionalism in the following areas:

- Management/operation of community-based agencies
- Client development and customer relations
- Business/marketing analysis and contract creation
- Community relations and governmental affairs
- Organizational behavior and staff management

EXPERIENCE

2000–Present MediaLink Communication Services Hillsboro Beach, FL
Senior Executive Vice President

- Develop and manage marketing and sales.
- Provide communication-solutions consulting for clients.
- Develop new markets.
- Oversight of all company operations.

1999–2002 Project Teamwork 4Kids Ft. Lauderdale, FL
Vice President, Development and Recruitment

- Initiate and develop relationships with denominations, churches, corporations and foundations to establish foster care programs and fundraising opportunities.
- Supervise foster care programs.
- Write and negotiate contracts with the State for foster care.
- Grant writing: secured over \$200,000 in municipal grants.
- Manage, direct and motivate 15 employees.
- Establish and oversee a \$500,000 capital campaign.
- Manage \$2 million grant from foundation.
- Print, radio, television media liaison.

1997–1999 Habitat for Humanity Ft. Lauderdale, FL

Executive Director

- Supervised and motivated all employees
- Reported to Board of Directors regarding strategic planning and growth management
- Successfully completed a \$350,000 capital campaign
- Active in earned media

Oversight of program implementation and development

1996–1997 Ligonier Baptist Church Ligonier, PA

Assistant Pastor

- Established and supervised all youth ministries
- Coordinated adult and youth international mission building projects
- Developed youth programs for state denomination

1994–1996 Cedar Hill Baptist Church Cleveland, OH

Director of Youth and Family Ministries

- Directed all Christian education
- Wrote and disbursed educational budget
- Hosted weekly radio program

Prior work experience in corporate business development, telecommunications, acute care mental health facility, and clinical case management.

EDUCATION

1992 Liberty University Lynchburg, VA

- BS, Psychology.

COMMUNITY INVOLVEMENT

Iron Gator Award Recipient

President of Psi Chi Psychological National Honor Society

Creator and host of “The Solid Rock Café” radio program

Organized and participated in International mission trips to Jamaica, Scotland, Nassau and the Dominican Republic

Ordained Minister, Ligonier Baptist Church

University of Florida football player

Ligonier High School football coach

Certified to administer and score career assessment personality inventory.

Attachment 23.B

Technical Capability

The technical services for Talk and Pay, Inc. have been contracted to Coastal Technologies Group, Inc (CTGI). CTGI works with dozens of network providers, switching and transmission vendors, and hardware platforms to provide scalable, cost effective, high performance Interconnection, Operational Support Systems, Signaling System Number Seven (SS7), and Computer Telephony Integration (CTI) for the carrier marketplace. The President, CEO, is Mr. Richard Kane.

Pertinent information is:

Company Name:	Coastal Technologies Group, Inc.
Street:	5030 Champion Boulevard, G-6
Unit:	PMB 183
City:	Boca Raton
State:	FL
Zip:	33496
Phone:	800-448-2835
Fax:	561-963-6488
E-mail:	<u>Rkane@CTGi.biz</u>
Web:	<u>www.CTGi.biz</u>

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 **Talk and Pay, Inc., with principal offices at 1205 Hillsboro Mile, #303, Hillsboro Beach, FL., 33062.** 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 Carrier's principal place of business.

ISSUED:

EFFECTIVE:

Issued by:

Paul Handerhan, President
Talk and Pay, Inc.
1205 Hillsboro Mile, #303
Hillsboro Beach, FL. 33062

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.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEETS</u>	<u>REVISION</u>
1	Original *	21	Original *
2	Original *	22	Original *
3	Original *	23	Original *
4	Original *	24	Original *
5	Original *	25	Original *
6	Original *	26	Original *
7	Original *	27	Original *
8	Original *	28	Original *
9	Original *	29	Original *
10	Original *	30	Original *
11	Original *	31	Original *
12	Original *	32	Original *
13	Original *	33	Original *
14	Original *	34	Original *
15	Original *	35	Original *
16	Original *	36	Original *
17	Original *		
18	Original *		
19	Original *		
20	Original *		

* Indicates those sheets included with this filing

ISSUED:

EFFECTIVE:

Issued by:

Paul Handerhan, President
Talk and Pay, Inc.
1205 Hillsboro Mile, #303
Hillsboro Beach, FL. 33062

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ISSUED:

EFFECTIVE:

Issued by:

Paul Handerhan, President
Talk and Pay, Inc.
1205 Hillsboro Mile, #303
Hillsboro Beach, FL. 33062

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ISSUED:

EFFECTIVE:

Issued by: Paul Handerhan, President
Talk and Pay, Inc.
1205 Hillsboro Mile, #303
Hillsboro Beach, FL. 33062

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ISSUED:

EFFECTIVE:

Issued by:

Paul Handerhan, President
Talk and Pay, Inc.
1205 Hillsboro Mile, #303
Hillsboro Beach, FL. 33062

SYMBOLS SHEET

These are the symbols used in this tariff. This list of symbols was copied verbatim from the Florida Public Service Commission example as required.

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

ISSUED:

EFFECTIVE:

Issued by:

Paul Handerhan, President
Talk and Pay, Inc.
1205 Hillsboro Mile, #303
Hillsboro Beach, FL. 33062

TARIFF FORMAT SHEETS

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

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

- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).

- D. **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

1.1 Definitions

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

A-LEC - Alternative Local Exchange Carrier

Application for Service - A standard order form, which includes all pertinent billing, technical, and other descriptive information, which will enable the carrier to provide the communication service as required.

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.

Authorized User- A person, firm, corporation, or other entity authorized by the customer to receive or send communications

Company or Carrier - Talk and Pay, Inc., unless otherwise specified or clearly indicated by context

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

Customer Premises/Customer's Premises - Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

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.

Expedite - A Service order initiated at the request of the Customer that is processed in a time period shorter than the Carrier's standard Service interval.

FCC - Federal Communications Commission

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

Installation - The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

Interexchange Service - Interexchange Service means that portion of a communications channel between a Carrier-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (continued)

Interruption - Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Carrier that such Service is inoperative and ending at the time of restoration.

LATA – Local Access Transport Area

Local Access Transport Area - A geographical area established for the provision and administration of communications Service of a local exchange Carrier.

Local Access - Local Access means the Service between a Customer Premises and a Carrier designated Point-of-Presence.

LEC – Local Exchange Carrier

Local Access Provider - Local Access Provider means an entity providing Local Access.

MTS – Message Toll Service

Multiplexing - Multiplexing is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

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.

NSF – Non-Sufficient Funds

OSP – Operator Service Provider

Payment Method - The manner that the Customer designates as the means of billing charges for Calls using the Carrier's Service.

PBX – Private Branch Exchange

Physical Change - The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change.

Point-of-Presence (POP) - A Carrier-designated location where its facility is maintained for the purpose of providing access to its Service.

Premises – The space designated by a customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business as well as space at the customer's place(s) of business.

Primary Route - The route that, in the absence of Customer-designated routing or temporary re-routing, would be used by the Carrier in the provision of Service.

Rate Center - A specified geographical location used for determining mileage measurements.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (continued)

Requested Service Date - The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by the Carrier.

SAL - Special Access Line

Service - Service means any or all Service(s) provided pursuant to this Tariff.

Service Commitment Period - The term elected by the Customer and stated on the Service order during which the Carrier will provide the Services subscribed to by the Customer. The term can be monthly or for a period of up to 5 years.

Start of Service Date - The Requested Service Date or the date Service first is made available by the Carrier whichever is later.

Subscriber - The person, firm, partnership, corporation or other entity, who owns, leases or manages the pay telephone, PBX or other switch vehicle from which an end user places a call utilizing the services of the Carrier.

Switched Access Origination/termination - Where access between customer and the interexchange carrier is provided on local exchange Carrier Feature Group circuits and the connection to the Customer is a Local Exchange Carrier (LEC) provided business or residential line. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment - All telephone instruments, large and small key PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunications system of the telephone utility.

Toll Call - Any call extending beyond the local exchange of the originating caller that is rated on a toll schedule by the local exchange telephone Carrier.

Travel Card - A service whereby the customer or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than their residence or normal place of business. Service is accessed via a '1-800' or other access code dialing sequence.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Carrier's Provision of Service

- 2.1.1 Talk and Pay's services and facilities are furnished for communications originating and terminating at specified points within the state of Florida under terms of this tariff. The Carrier's services and facilities are available twenty-four hours per day, seven days per week.
- 2.1.2 Talk and Pay arranges for installation, operation, and maintenance of 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 or subscriber, to allow connection of a customer's or subscriber's location to the Carrier's network. The customer or subscriber shall be responsible for all charges due for such service arrangement.

2.2 Limitations of Service

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff. Service is provided only to and from locations where the necessary facilities and/or equipment are available.
- 2.2.2 Carrier reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control: or when the customer is using service in violation of the law or the provisions of this tariff.
- 2.2.3 The Carrier directly controls all facilities provided under this tariff and the customer may not transfer or assign the use of service or facilities, except with the express written consent of the Carrier.
- 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.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.2 Limitations of Service (continued)

- 2.2.5 The use of service(s) may not be used for any unlawful purpose(s) or for any purpose(s) for which any payment or other compensation received by the customer or subscriber, except when the customer or subscriber is a duly authorized and regulated common carrier.
- 2.2.6 The Carrier reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Carrier'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 Carrier.
- 2.2.7 A Customer shall not use any service mark or trademark of the Carrier or refer to the Carrier in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Carrier.
- 2.2.8 The provision of Service will not create a partnership or joint venture between the Carrier and the Customer nor result in joint Service offerings to their respective Customers.
- 2.2.9 If an entity other than the Carrier (e.g., another carrier or a supplier) imposes charges on the Carrier in connection with a Service that entity's charges will be passed through to the Customer also.
- 2.2.10 The Service commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either Carrier or Customer.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.3 Limitation of Liability

- 2.3.1 The Carrier shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or for any lost profits of any kind, arising out of mistakes, interruptions, accidents, omissions, delays, errors, mistakes 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, and 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.
- 2.3.2 The Carrier shall be indemnified and held harmless by the customer or subscriber, against and/or in respect to any loss, damage, liability or expense against the customer or subscriber by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Carrier or its agents or representatives arising out of performance by Carrier of any testing or other activities on the customer's premises pursuant to this tariff. Carriers obligations under the preceding sentence shall be subject to the customer's or subscriber's full performance of this tariff and subject further to the customer's or subscriber's duty to take reasonable precautions in the location, construction, maintenance and operation of all activities, facilities, construction, maintenance and operation of all activities, facilities and equipment for the protection against hazard or injury and so as to not interfere with the services provided by the carrier.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.3 Limitation of Liability (continued)

2.3.3 Carrier shall be indemnified and held harmless by the customer against:

2.3.3.A. Claims for libel, slander, or infringement of copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information, or other content transmitted over the Carrier's facilities.

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

2.3.3.C. With respect to the routing of calls by Carrier to public safety answering points or municipal Emergency Service Providers, Carriers liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the customer or subscriber as the direct result of Carrier's action, or failure to act in routing the call, or (b) the sum of \$1,000.

2.3.3.D. In the event that Carrier is required to perform a Circuit redesign due to inaccurate information provided by the Customer; or, circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by the Carrier for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.4 Interruption of Service

2.4.1 Credit allowance for the interruption of service which is not due to the Carrier's testing or adjusting, to the 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 herein. It shall be the customer's obligation to notify the Carrier immediately of any service interruption. 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, wiring or equipment, if any, furnished by the customer and connected to the Carrier's facilities. No refund or credit will be made for the time that the Carrier stands ready to repair the service and the subscriber does not provide access to the Carrier for such restoration work.

2.5 Restoration of Service

2.5.1 The use and restoration of service in emergencies shall be in accordance with the Rules and Regulations set forth by the Public Service Commission.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.6 Customer Responsibility

2.6.1 All customers or subscribers assume general responsibilities in connection with the provisions and use of Carrier's service(s). When facilities, equipment, and/or communication systems provided by others are connected to Carrier's facilities, the customer or subscriber assumes additional responsibilities. All customers or subscribers are responsible for the following:

2.6.1.A. The customer or subscriber is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with all of Carrier's regulations governing the service. The customer is also responsible for assuring that it's users complies with regulations.

2.6.1.B. When placing an order for service, the customer must provide:

2.6.1.B.1. The name(s), telephone number(s) and address (es) of the person(s) responsible for the payment of service charges.

2.6.1.B.2. The name(s), telephone number(s) and address (es) of the customer contact person.

2.6.1.C. The customer must pay Carrier for the replacement or repair of Carrier's equipment when damage results from:

2.6.1.C.1. The negligence or willful act of user; or

2.6.1.C.2. The improper use of service; or

2.6.1.C.3. Any use of equipment or service provided by others

2.6.1.D. After receipt of payment for the damages, Carrier will cooperate with the customer in prosecuting a claim against any third party causing damage.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.6 Customer Responsibility (continued)

2.6.2 Maintenance, Testing and Adjustment

2.6.2.A. Upon reasonable notice, the equipment provided by Carrier shall be made available for any testing and adjustment that may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.6.3 Deposits

2.6.3.A. The carrier will not collect deposits for service for more than one (1) month in advance

2.6.4 Advance Payments

2.6.4.A. The Carrier will not collect payments for service for more than one (1) month in advance.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.6 Customer Responsibility (continued)

2.6.5 Credit Allowances

- 2.6.5.A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by Carrier.
- 2.6.5.B. Credit allowances for failure of service or equipment starts when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer.
- 2.6.5.C. The customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.
- 2.6.5.D. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:
 - 2.6.5.D.1. Interruptions of service resulting from Carrier performing routine maintenance
 - 2.6.5.D.2. Interruptions of service for implementation of a customer order for a change in services
 - 2.6.5.D.3. Interruption caused by the negligence of the customer or his authorized user;
 - 2.6.5.D.4. Interruptions of service due to customer or authorized user provided facilities.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.6 Customer Responsibility (continued)

2.6.6 Cancellation by Customer

2.6.6.A. The Customer may have service discontinued upon written or verbal notice to the Carrier. The Customer shall pay the Carrier for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

2.6.7 Payment and Charges for Services

2.6.7.A. Charges for service are applied on a recurring and non-recurring basis. Service is provided and billed on a monthly basis. Service continues to be provided until the customer requests disconnection.

2.6.8 Application of Charges

2.6.8.A. The charge for services are those in effect for the period that service is furnished.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.6 Customer Responsibility (continued)

2.6.7 Payment and Charges for Services (continued)

2.6.8.B. Payment of Charges

- 2.6.8.B.1. Payment is due upon receipt of the invoice and shall be considered past due or delinquent after 30 days beyond the due date. Interest at the greater of 1.5% per month or the highest rate allowed by law will accrue on any unpaid amount commencing on the sixteenth day after rendition of the bill.
- 2.6.8.B.2. The customer is responsible for payment of all charges for service furnished to the customer. The initial billing may consist of one-month estimated-usage billed in advance. Thereafter, charges based on actual usage during a month will be billed monthly in arrears.
- 2.6.8.B.3. Service may be denied or discontinued for non-payment charges. Disconnection will not occur before fifteen (15) days from the due date and Carrier will give five (5) working days written notice before any disconnection occurs. Restoration of service will be subject to all applicable installation charges.
- 2.6.8.B.4. 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

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SECTION 2 - RULES AND REGULATIONS (continued)

2.6 Customer Responsibility (continued)

2.6.7 Payment and Charges for Services (continued)

2.6.8.C. Return Check Charge

2.6.8.C.1. The Carrier reserves the right to assess a return check charge of up to \$25.00 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.

2.7 Carrier Responsibility

2.7.1 Disconnection of Service by Carrier

2.7.1.A. Carrier, upon 5 working days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

2.7.1.A.1. Non-payment of any sum due to Carrier for service for more than thirty days beyond the date of rendition of the bill for such service;

2.7.1.A.2. A violation of any regulation governing the service under this tariff;

2.7.1.A.3. A violation of any law, rule, or regulation of any government authority having jurisdiction over the service;

2.7.1.A.4. Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.7 Carrier Responsibility (continued)

2.7.2 Fractional Charges

2.7.2.A. Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period before service was discontinued, dividing the number of days remaining in the billing period by thirty days and multiplying the resulting fraction by the monthly charge.

2.7.3 Calculation of Credit Allowance

2.7.3.A. Pursuant to limitations set forth in this tariff when service is interrupted the credit allowance will be computed on the following basis:

2.7.3.A.1. No credit shall be allowed for an interruption of less than two (2) hours

2.7.3.A.2. The Customer shall be credited for each hour or major fraction thereof that an interruption continues beyond two (2) hours

2.7.3.A.3. When a minimum usage charge is applicable and the customer fails to meet a minimum equal to the $1/360^{\text{th}}$ of the monthly minimum charges associated with the portion of service disabled beyond two (2) hours.

2.7.3.A.4. Customers have up to 60 days [commencing five (5) days after remittance of the bill] to initiate a dispute over charges or to receive credit.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.8 Conditions Governing Operator Services.

2.8.1 Carrier Obligations

2.8.1.A. When providing Operator Services to the Carrier will:

- 2.8.1.A.1. Notify the End User of the operator services carrier handling the call at the beginning of each call and again before the End User incurs any charge, otherwise referred to as "double branding".
- 2.8.1.A.2. Notify the End User, upon request, of the rates to be charged and explain the method of billing, at no charge.
- 2.8.1.A.3. Not charge for unanswered or incomplete telephone calls in equal access areas and not knowingly charge for unanswered or incomplete telephone calls in non-equal access areas.
- 2.8.1.A.4. Withhold payment of commission or any other compensation to a Customer who engages in blocking 800, 950 and 10XXX access calls.
- 2.8.1.A.5. Not engage in call splashing (billing rates other than from the actual call origination location), unless the End User is informed and consents to the transfer.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.8 Conditions Governing Operator Services (continued)

2.8.1 Carrier Obligations (continued)

2.8.1.A. When providing Operator Services to the Carrier will: (continued)

2.8.1.A.6. Rate and bill calls from their actual point of origination, unless the End User consents to a different arrangement. Upon receipt of an emergency telephone call, Carrier shall immediately connect the call to the appropriate emergency service of the reported location of the emergency, if known, and, if not known, of the originating location of the call.

2.8.1.B. Operator Service Billing Procedures

2.8.1.B.1. The Carrier's billing agent will bill subscribers for operator-assisted calls.

2.8.1.B.2. Invoices for these services will be included in the subscriber's local telephone bill.

2.8.1.C. Call Routing

2.8.1.C.1. Carrier will route all 0- and 0+ intraLATA calls to the Local Exchange Carrier for appropriate handling.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.8 Conditions Governing Operator Services (continued)

2.8.2 Incomplete Calls

2.8.2.A. There shall be no charge to the caller for incomplete calls.

2.8.2.B. Carrier will not knowingly bill for uncompleted calls.

2.8.2.C. Carrier will provide full credit for any call of one minute or less upon being informed by a customer that the call was not completed.

2.8.2.D. An uncompleted call includes, but shall not be limited to:

2.8.2.D.1. Calls terminating in an intercept recording, line intercept operator or a busy tone; or

2.8.2.D.2. Calls that do not answer.

2.8.2.E. An uncompleted call does not include calls using busy line interrupt, line status verification or directory assistance services.

2.9 Promotions

2.9.1 Promotions -General

2.9.1.A. From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges. Such promotional offers will be submitted to the Florida Public Service Commission for review and made part of this tariff.

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SECTION 2 - RULES AND REGULATIONS, (continued)

2.9 Promotions (continued)

2.9.2 Demonstration Calls

2.9.2.A. From time to time the carrier will demonstrate its services by providing free test calls of up to fifteen minutes duration over its network.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 General

- 3.1.1 Customers reselling or rebilling telecommunications services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

3.2 Timing of Calls

- 3.2.1 Long distance charges are based on the usage of carrier's network. Chargeable time begins when the local exchange Carrier signals that the called party has answered. Chargeable time ends when either party disconnects. Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Minimum call durations and rounding of usage measurements for billing purposes are specified in the description of each service in this tariff.
- 3.2.3 There is no billing applied for incomplete calls.
- 3.2.4 Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed at the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

3.3 Minimum Call Completion Rate

- 3.3.1 The Customer can expect a call completion rate of 99% per 100 calls attempted during peak use periods for all Feature Group D (1 +) services. Carrier will engineer its switching systems on the basis that ninety-nine percent (99%) of the customers accessing their system will be served during the busy hour.

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.4 Time of Day Rate Periods

3.4.1 The Carrier does not offer services based on time of day rates.

3.5 Calculation of Distance

3.5.1 The Carrier does not offer services with rates based on distance.

3.6 Operator Assisted Services

3.6.1 General

3.6.1.A. The Carrier provides the Customer operator assisted services to its presubscribed Customers and to aggregator locations on a per call service charge basis. The Carrier's operator services are accessible on a twenty-four (24) hour per day, seven (7) days per week basis.

3.6.1.B. The use of the Carrier's operator services allows the Customer to select from the special call handling or billing arrangements specified within this tariff. Call rates and applicable service charges will be assessed to the call originator, the called party's telephone number based on the call type (i.e. operator dialed, collect, third party billed, credit card billed or customer dialed credit card billed without the use of an operator's assistance) initiated by the call originator and the appropriate acknowledgment of other parties, where applicable.

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.6 Operator Assisted Services (continued)

3.6.1 General (continued)

3.6.1.C. The types of Operator Assisted calls handled are as follows:

- 3.6.1.C.1. Customer Dialed Calling/Credit Card Call -This charge applies in addition to long distance usage charges for station-to-station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.
- 3.6.1.C.2. Operator Dialed Calling/Credit Card Call -This charge applies in addition to long distance usage charges for station-to-station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.
- 3.6.1.C.3. Operator Station -These charges apply in addition to long distance usage charges for non-Person-to-Person calls placed using the assistance of a Carrier operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

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SECTION 3 -DESCRIPTION OF SERVICE, (continued)

3.6 Operator Assisted Services, (continued)

3.6.1 General, (continued)

3.6.1.C The types of Operator Assisted calls handled are as follows: (continued)

3.6.1.C.4. Person-to-Person -This charge applies in addition to long distance usage charges for calls placed with the assistance of a Carrier operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

3.7 Toll and Long Distance Services

3.7.1 Switched Outbound Service

3.7.1.A. Switched Outbound Service is available to Customers for outbound calling via Customer-provided local exchange Carrier provided switched access. Billing increment is sixty (60) seconds with an initial period for billing purposes of sixty (60) seconds. Rates are not mileage sensitive.

3.7.2 Switched Inbound Service

3.7.2.A. Switched Inbound Service is available to business and residential subscribers for incoming calls. Calls originate from any interstate or intrastate location over a toll- free number and terminate to a Customer-provided switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Billing increment is sixty (60) seconds with an initial period for billing purposes of sixty (60) seconds.

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SECTION 3 – DESCRIPTION OF SERVICE (continued)

3.7 Toll and Long Distance Services (continued)

3.7.3 Travel Card Service

3.7.3.A. Travel Card Service is available to Customers for placing calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in sixty (60) second increments with an initial period for billing purposes of sixty (60) seconds.

3.7.4 Directory Assistance

3.7.4.A. Directory Assistance is available to Customers. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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SECTION 4 - RATES

4.1 Exemptions and Special Rates

4.1.1 Discounts for Hearing and Speech Impaired Customers

- 4.1.1.A. A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.
- 4.1.1.B. The credit to be given on a subsequent bill for calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.
- 4.1.1.C. The credit to be given on a subsequent bill for calls placed with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either party is both hearing and visually impaired, the call shall be discounted at 60% of the applicable rate.

4.1.2 Emergency Call Exemptions

- 4.1.2.A. The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. The Carrier will only handle these calls if the caller dials all of the digits to route and bill the call. The billed Customer will give credit for any billed charges pursuant to this exemption on a subsequent bill after verified notification within thirty (30) days of billing.

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SECTION 4 – RATES (continued)

4.1 Exemptions and Special Rates (continued)

4.1.3 Operator Assistance for Handicapped Persons

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

4.1.4 Directory Assistance for Handicapped Persons

4.1.4.A. Pursuant to FPSC rules and regulations, the Carrier will not charge for the first 50 phone calls made to directory assistance by handicapped Customers.

4.2 Public Telephone Surcharge

4.2.1 In order to recover the Carrier's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Carrier's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Carrier's service, applies for the use of the instrument used to access The Carrier service and is unrelated to the Carrier service accessed from the pay telephone.

4.2.2 Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

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SECTION 4 – RATES (continued)

4.2 Public Telephone Surcharge (continued)

4.2.3 Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Carrier prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Carrier has obtained information from a carrier that the originating station is an eligible pay telephone.

4.2.4 The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

4.2.4.A. Payphone Dial-a-Round Surcharge: \$0.30

4.3 Operator Assisted Services

4.3.1 Usage Rate

Mileage	Day	Day	Evening	Evening	Night & Weekend	Night & Weekend
	1 st Minute	Additional minute	1 st Minute	Additional Minute	1 st Minute	Additional Minute
ALL	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00

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SECTION 4 - RATES (continued)

4.3 Operator Assisted Services (continued)

4.3.2 Per Call Service Charges:

4.3.2.A. Customer Dialed Calling Card	\$ 1.75
4.3.2.B. Operator Dialed Calling Card	\$ 1.75
4.3.2.C. Station-to-Station	
4.3.2.C.1. Collect \$	\$ 1.75
4.3.2.C.2. Third Party Billed	\$ 1.75
4.3.2.D. Person-to-Person	\$ 3.25

4.4 Toll and Long Distance Services

4.4.1 Switched Outbound Service

4.4.1.A. Billing increment is sixty (60) seconds with an initial period for billing purposes of sixty (60) seconds.

4.4.1.A.1. Per Minute Usage Charge: \$0.15

4.4.2 Switched Inbound Service

4.4.2.A. Billing increment is sixty (60) seconds with an initial period for billing purposes of sixty (60) seconds.

4.4.2.A.1. Per Minute Usage Charge \$0.15

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SECTION 4 – RATES (continued)

4.4 Toll and Long Distance Service (continued)

4.4.3 Travel Card Service

4.4.3.A. Per minute Usage Charge: \$0.25

4.4.3.B. Per call \$0.25

4.4.4 Directory Assistance

4.4.4.A. Per call charge: \$1.49

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