

ORIGINAL

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Also Admitted in New York
and Maryland

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October 8, 2002

VIA OVERNIGHT DELIVERY

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

RECEIVED FPSC
02 OCT -9 PM 2:43
COMMISSION
CLERK

Re: Touchtone Communications Inc.

To Whom It May Concern:

021032-TI

Enclosed please find one original and six (6) copies of Touchtone Communications Inc.'s Application for Authority to Provide Interexchange Telecommunications Service Within the State of Florida, along with an original and six (6) copies of Touchtone Communications Inc.'s proposed tariff.

I also have enclosed a check in the amount of \$250.00 payable to the Florida Public Service Commission to cover the cost of filing these documents.

Please return a stamped copy of the extra copy of this letter in the enclosed preaddressed prepaid envelope.

If you have any questions regarding the application or the tariff, please do not hesitate to call me. Thank you for your attention to this matter.

Sincerely,

RECEIVED & FILED
RJM
FPSC-BUREAU OF RECORDS

[Signature]
Lance J.M. Steinhart, Esq.
Attorney for Touchtone Communications Inc.

Enclosures
cc: Marcello Anzalone

DOCUMENT NUMBER DATE
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Initials of person who forwarded check
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9228

THE BANK OF NEW YORK

55-271/212

Touchtone Communications

00009228

PAY

TWO HUNDRED FIFTY AND XX / 100 Dollars

DATE

AMOUNT

08/21/02

*****\$250.00

TO THE ORDER OF Florida Public Service Commission

[Handwritten Signature]
AUTHORIZED SIGNATURE

Security features. Details on back

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00009228

08/21/02

Florida Public Service

08/21/02

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Touchtone Communications

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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

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

2. Name of company:

TOUCHTONE COMMUNICATIONS, INC.

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):

16 South Jefferson Road

Whippany New Jersey 07981

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

None

6. Select type of business your company will be conducting \checkmark (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.
- (x) **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 |
| (x) 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:**

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

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

F02000005043

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): 37-148502

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?

- | | |
|---|---|
| <input checked="" type="checkbox"/> Residential Customers | <input checked="" type="checkbox"/> Business Customers |
| <input type="checkbox"/> PATs providers | <input type="checkbox"/> PATs station end-users |
| <input type="checkbox"/> Hotels & motels | <input type="checkbox"/> Hotel & motel guests |
| <input type="checkbox"/> Universities | <input type="checkbox"/> Universities dormitory residents |
| <input type="checkbox"/> Other: (specify) _____ | |

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

(a) The application:

Name: Lance J.M. Steinhart _____

Title: Regulatory Counsel _____

Address: 1720 Windward Concourse, Suite 250 _____

City/State/Zip: Alpharetta, Georgia 30005 _____

Telephone No.: (770) 232-9200 _____ **Fax No.:** (770) 232-9208 _____

Internet E-Mail Address: lsteinhart@telecomcounsel.com _____

Internet Website Address: _____

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

Name: Gary Glodek

Title: Director, Retail Operations

Address: 16 South Jefferson Road
City/State/Zip: Whippany New Jersey 07981

Telephone No.: 973-739-9300 **Fax No.:** 973-739-9366

Internet E-Mail Address: support@touchtone.net

Internet Website Address: www.touchtone.net

(c) Complaints/Inquiries from customers:

Name: Christina Bentley

Title: Manaqer, Customer Service

Address: 16 South Jefferson Road
City/State/Zip: Whippany New Jersey 07981

Telephone No.: 973-739-9300 **Fax No.:** 973-739-9366

Internet E-Mail Address: support@touchtone.net

Internet Website Address: www.touchtone.net

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

District of Columbia, Georgia, Iowa, Massachusetts, Michigan,
New Hampshire, New Jersey, Pennsylvania, Texas and Virginia

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

Applicant is in the process of filing Applications throughout the United States.

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

District of Columbia, Georgia, Iowa, Massachusetts,
Michigan, New Hampshire, New Jersey, Pennsylvania, Texas
and Virginia

(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.

No

(b) an officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

No

21. The applicant will provide the following interexchange carrier services $\sqrt{\quad}$ (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. **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.

See Attached

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.

Applicant will use the network services of its underlying carrier to provide services to customers in the State of Florida.

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.

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:

Giuseppe Bio

Print Name

President

Title

973-739-9300

Telephone No.

Fax No.



Signature

8/30/02

Date

973-739-9366

Address:

16 South Jefferson Road

Whippany

New Jersey

07981

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:

Giuseppe Bio

Print Name

President

Title

973-739-9300

Telephone No.


Address:

16 South Jefferson Road

Whippany

New Jersey

07981



Signature

8/30/02

Date

973-739-9366

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 alternative local exchange company service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."

UTILITY OFFICIAL:

Giuseppe Bio

Print Name

President

Title

973-739-9300

Telephone No.



Signature

8/30/02

Date

973-739-9366

Fax No.

Address:

16 South Jefferson Road

Whippany

New Jersey

07981

CURRENT FLORIDA INTRASTATE SERVICES

Applicant **has** () or **has not** (*) 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:

Giuseppe Bio

Print Name

President

Title

973-739-9300

Telephone No.

Address:

16 South Jefferson Road

Whippany

New Jersey

07981

Signature

8/30/02

Date

973-739-9366

Fax No.

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

FL IXC App

FORM PSC/CMU 31 (12/96)

Required by Commission Rule Nos. 25.24-470,
25-24.471, and 25-24.473, 25-24.480(2).

LIST OF ATTACHMENTS

PROPOSED TARIFF

FINANCIAL INFORMATION

MANAGEMENT INFORMATION

STATEMENT OF FINANCIAL CAPABILITY

PROPOSED TARIFF

CHECK SHEET

The sheets 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 on the bottom right-hand side of this sheet.

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

* Original or Revised Sheet Included in the most recent tariff filing

Issued: October 9, 2002	Effective:
By: Gary Glodek, Director, Retail Operations	
	16 South Jefferson Road
	Whippany, New Jersey 07981

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SYMBOLS

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 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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16 South Jefferson Road
Whippany, New Jersey 07981

TARIFF FORMAT

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 pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets 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 Commission, 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 sheets 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 sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Company's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the Florida Public Service Commission.

Customer - The person, firm, corporation or other legal entity which orders the services of the Company or purchases a Company Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or TTCI - Used throughout this tariff to mean Touchtone Communications Inc., a Delaware Corporation.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

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.

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16 South Jefferson Road
Whippany, New Jersey 07981

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.

Resp. Org - Responsible Organization or entity identified by a Toll-Free service Customer that manages and administers records in the toll free number database and management system.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

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.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of Florida. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company 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 a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

Issued: October 9, 2002 **Effective:**
By: Gary Glodek, Director, Retail Operations
16 South Jefferson Road
Whippany, New Jersey 07981

-
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use and Limitations of Services

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

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-
- 2.2.4 The Company's services are available for use twenty-four hours per day, seven days per week.
 - 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
 - 2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff subject to Section 2.5.1 herein.
 - 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
 - 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

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- 2.3.4 The Company's liability, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company, except as ordered by the Commission.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express or implied, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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Whippany, New Jersey 07981

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure

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Section 2.4.6 Continued

personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with the telephone network, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.

- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

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Whippany, New Jersey 07981**

2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
- 2.5.1.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,
- 2.5.1.B For violation of any of the provisions of this tariff,
- 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or
- 2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.
- 2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

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-
- 2.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain counties, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon verbal or written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage and be responsible for payment until the Customer or its agent notifies its local exchange carrier and changes its long distance carrier.

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By:

Gary Glodek, Director, Retail Operations

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Whippany, New Jersey 07981

2.6 Credit Allowance - Interruption of Service

- 2.6.1 Credit may be given for disputed calls, on a per call basis.
- 2.6.2 Credit shall not be issued for unavailability of long distance services.
- 2.6.3 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of any monthly service charges for each hour or major fraction thereof that the interruption continues.

Credit Formula:

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

"A" - outage time in hours

"B" - monthly charge for affected activity

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2.7 Deposit

The Company does not require deposits.

2.8 Advance Payments

The Company requires advance payments for recurring and non-recurring charges. This will be applied against the next month's charges, and if necessary, a new advance payment will be collected for the next month.

2.9 Payment and Billing

2.9.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt.

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2.9.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

2.10 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated services, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.11 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

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Gary Glodek, Director, Retail Operations

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2.12 Late Charge

A late fee will be charged on any past due balances as set forth in Section 4.10 of this tariff.

2.13 Returned Check Charge

A fee, as set forth in Section 4.6 of this tariff, will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.14 Location of Service

The Company will provide service to Customers within the State of Florida.

2.15 Sale of Telecommunications Services to Uncertified IXCs Prohibited

Customers reselling or rebilling the Company's telecommunications services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Commission.

2.16 Reconnection Charge

A reconnection fee per occurrence as set forth in Section 4.12 of this tariff, will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service

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Whippany, New Jersey 07981

SECTION 3 - DESCRIPTION OF SERVICE3.1 Computation of Charges

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. All calls are rounded up to the next whole increment.
- 3.1.2 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:

$$\sqrt{\frac{(V1-V2)^2 + (H1-H2)^2}{10}}$$

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- 3.1.3 Timing begins when the called party answers and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Timing for each call ends when either party hangs up.
- 3.1.4 The Company will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

16 South Jefferson Road
Whippany, New Jersey 07981
(800) 266-4006

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Effective:

By:

Gary Glodek, Director, Retail Operations

16 South Jefferson Road

Whippany, New Jersey 07981

3.2 Continued

Any objection to billed charges should be reported promptly to the Company or its billing agent. 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. A Customer who is unable to resolve a billing dispute with the Company may contact the Commission by telephone at 1-800-342-3552 to intervene in the billing dispute.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free telephone number will appear on the Customer's bill.

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3.5 Service Offerings**3.5.1 1+ Dialing**

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

3.5.2 Travel Cards

The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

3.5.3 Toll-Free Service

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

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3.5.4 Company Prepaid Calling Cards

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase Company Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. Company Prepaid Calling Cards are available at a variety of face values. Company Prepaid Calling Card service is accessed using the Company 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. The Company's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units and applicable taxes for each call are deducted from the remaining Telecom Unit balance on the Customer's Company Prepaid Calling Card.

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.

When the balance is depleted, the Customer can either call the toll-free number on the back of the Company Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card, or the Customer can throw the card away and purchase a new one. Calls in progress will be terminated by the Company if the balance on the Company Prepaid Calling Card is insufficient to continue the call.

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Section 3.5.4 Continued

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 for Company Prepaid Calling Card Service 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 Company Prepaid Calling 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 Company Prepaid Calling Card 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 the Company Prepaid Card 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 can not be completed.

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3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + (area code) + 555-1212. When more than one number is requested in a single call, a charge will be applicable for each number requested, whether or not the number is listed or published.

3.5.6 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.7 Promotional Offerings

The Company may offer approved special promotions of new or existing services or products for limited time periods as approved by the Commission. These promotions will include specific tariffed starting and ending dates. All such promotions will be offered on a completely non-discriminatory basis. All such tariffed promotions must be approved by the Commission and must state exactly what charges are being reduced or waived, who is eligible, and what Customers have to do to be eligible.

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Whippany, New Jersey 07981

SECTION 4 - RATES

4.1 1+ & 101XXXX Dialing

\$0.069 per minute

Billed in one minute increments

4.2 Travel Cards

\$0.080 per minute

Billed in one minute increments

4.3 Toll Free Service

\$0.069 per minute

Billed in one minute increments

4.4 Prepaid Calling Cards

\$.499 Per Telecom Unit

\$1.00 per call charge

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Gary Glodek, Director, Retail Operations

16 South Jefferson Road

Whippany, New Jersey 07981

4.5 Directory Assistance

\$.34 for Residential Customers

\$.95 for Business Customers

4.6 Returned Check Charge

\$25.00

4.7 Rate Periods and Billing Increments

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		
5 p.m. to 11 p.m.*	Evening Rate Period		Evening Rate Period
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

* To, but not including

When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

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Whippany, New Jersey 07981

4.8 Rates Applicable for Hearing/Speech Impaired Persons

For intrastate toll messages which are communicated using a telecommunications device for the deaf (TDD) by properly certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, the rates shall be evening rates for daytime calls and night rates for evening and night calls.

Intrastate toll calls received from the relay service, each local exchange and interexchange telecommunications company billing relay call will be discounted by 50 percent of the 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 will be discounted 60 percent off the applicable rate for voice nonrelay calls.

Florida Public Service Commission Rules and Regulations require the Company to provide the first 50 directory assistance calls initiated per billing cycle by handicapped persons free of charge.

4.9 Employee Concessions

The Company does not offer employee concessions.

4.10 Late Charge

1.5% monthly or the amount otherwise authorized by law, whichever is lower.

4.11 Payphone Dial Around Surcharge

A dial around surcharge of \$.35 per call will be added to any completed INTRASTATE toll access code and subscriber toll-free 800/888 type calls placed from a public or semi-public payphone.

4.12 Reconnection Charge

\$25.00

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Whippany, New Jersey 07981

FINANCIAL INFORMATION

08/30/2002

Touchtone Communications Inc
BALANCE SHEET
August 31, 2002

12:27:40 PM

ASSETS

CURRENT ASSETS

Checking Account	\$	62,889.01	
Petty Cash		<u>1,575.00</u>	

TOTAL CURRENT ASSETS			\$	64,464.01
----------------------	--	--	----	-----------

PROPERTY AND EQUIPMENT

Equipment	\$	540.60	
Furniture and Fixtures		<u>(33.92)</u>	

TOTAL PROPERTY AND EQUIPMENT			\$	<u>506.68</u>
------------------------------	--	--	----	---------------

TOTAL ASSETS			\$	64,970.69
				=====

08/30/2002

Touchtone Communications Inc
BALANCE SHEET
August 31, 2002

12:27:40 PM

LIABILITIES AND EQUITY

CURRENT LIABILITIES

Accounts Payable	\$	(1,118.09)	
Sales Taxes Payable		(10,762.94)	
PAYROLL TAXES PAYABLE		<u>(5,381.89)</u>	
TOTAL CURRENT LIABILITIES	\$		(17,262.92)

EQUITY

NET INCOME (LOSS)	\$	<u>82,233.61</u>	
TOTAL EQUITY	\$		<u>82,233.61</u>
TOTAL LIABILITIES AND EQUITY	\$		<u>64,970.69</u> =====

Touchtone Communications Inc
INCOME STATEMENT
For The Period

	July 01, 2002 To <u>August 31, 2002</u>	January 01, 2002 To <u>August 31, 2002</u>
SALES		
Sales	\$ <u>595,832.26</u>	\$ <u>595,832.26</u>
Total SALES	\$ 595,832.26	\$ 595,832.26
COST OF SALES		
Local Access Charges (clec)	\$ 3,091.59	\$ 3,091.59
LEC Special Services	40.83	40.83
PICC	383.40	383.40
ISP Network Expense	1,430.00	1,430.00
Carrier Fees	297,374.81	297,374.81
Billing Expense	3,947.11	3,947.11
Inquiry Fees	8.04	8.04
Customer Credit	<u>593.50</u>	<u>593.50</u>
Total COST OF SALES	\$ <u>306,869.28</u>	\$ <u>306,869.28</u>
Total GROSS PROFIT	\$ 288,962.98	\$ 288,962.98
SELLING EXPENSES		
Advertising	\$ 8,754.77	\$ 8,754.77
Travel	<u>2,106.52</u>	<u>2,106.52</u>
Total SELLING EXPENSES	\$ 10,861.29	\$ 10,861.29
GENERAL & ADMINISTRATIVE		
Net Payroll	\$ 32,422.08	\$ 32,422.08
Payroll Tax	47,639.73	47,639.73
Agent Commissions	23,446.09	23,446.09
Fuel	243.09	243.09
Bank Service Charges	0.34	0.34
Consultant Expense	150.00	150.00
Credit Card Services	225.00	225.00
State and Federal Licence	11,310.00	11,310.00
Equipment Leasing	478.04	478.04
Utilities	1,493.02	1,493.02
Insurance - Employee Group	9,461.63	9,461.63
Internet Expense	30.00	30.00
Legal & Accounting	21,251.58	21,251.58

Touchtone Communications Inc
INCOME STATEMENT
For The Period

	July 01, 2002 To <u>August 31, 2002</u>	January 01, 2002 To <u>August 31, 2002</u>
Miscellaneous Expense	\$ 75.20	\$ 75.20
Office Expense	1,370.57	1,370.57
Office Supply Expense	3,994.24	3,994.24
Outside Services	4,385.30	4,385.30
Dun & Bradstreet	415.29	415.29
Printing Expense	3,482.88	3,482.88
Postage Expense	15,890.73	15,890.73
Rent Expense	8,869.58	8,869.58
Telephone	2,385.55	2,385.55
Meals & Entertainment	2,093.95	2,093.95
Travel	25.00	25.00
Trade Show (registratio/misc.)	<u>4,729.19</u>	<u>4,729.19</u>
Total GENERAL & ADMINISTRATIVE	\$ <u>195,868.08</u>	\$ <u>195,868.08</u>
Total NET OPERATING INCOME (LOSS)	\$ <u>82,233.61</u>	\$ <u>82,233.61</u>
NET INCOME (LOSS) BEFORE TAX	\$ <u>82,233.61</u>	\$ <u>82,233.61</u>
NET INCOME (LOSS)	\$ <u>82,233.61</u> =====	\$ <u>82,233.61</u> =====

MANAGEMENT INFORMATION

Gregory Glodek
Vice President
TouchTone Communications Inc.

1994 – 2002 TouchTone Communications of NJ, Inc. Whippany, NJ

Vice President

- Responsible for managing and overseeing specific aspects of company operations pertaining to sales and marketing, carrier reconciliation, account receivables, and various other facets of operations.
- Work with officers and directors to ensure that all departments are implementing procedures that maintain profitability, growth, and customer satisfaction.
- Deal directly with underlying carriers in order to audit vendor's invoice and insure accuracy of each billed invoice.
- Evaluate internal structure in order to create the most efficient and effective methods of operation.
- Monitor industry changes to provide effective sales and marketing campaigns that generate the highest percentage of response possible based upon expenditures.
- Oversee and implement collection procedures for all past due account receivables.

1992 – 1994 Cellular Warehouse Union, NJ

Vice President

- Responsible for managing and overseeing specific aspects of company operations pertaining to sales and marketing, inventory control, account receivables, and various other facets of operations.
 - Developed new sales and marketing strategies to increase company recognition and promote company growth.
 - Worked with underlying cellular providers to insure proper customer turn up and billing as well as monitor payments and financial reporting of monies due from these carriers.
 - Maintained proper inventory levels and tracked all inventory movement in and out to insure proper inventory flow.
 - Worked directly on billing procedures and accounts receivables to insure proper cash flow.
 - Worked directly with customers to provide them with the most cost effective products and plans to implement into their company structure.
-

Giuseppe M. Bio
President
TouchTone Communications Inc.

1994 - 2002

TouchTone Communications of NJ, Inc.

Whippany, NJ

President

- ❖ Responsible for managing and overseeing all aspects of company operations.
- ❖ Work with officers and directors to ensure that all departments are implementing procedures that maintain profitability, growth, and customer satisfaction.
- ❖ Deal directly with underlying carriers to obtain the most competitive pricing and highest quality of service.
- ❖ Evaluate industry changes and trends that may bring about the necessity for company wide changes regarding rates, products, services, quality, etc.
- ❖ Evaluate internal structure in order to create the most efficient and effective methods of operation.
- ❖ Monitor call traffic and call quality in conjunction with internal quality control teams.
- ❖ Negotiate with carriers for installation of new circuits and new hardware.
- ❖ Integrate call records from carriers with internal billing systems to ensure proper reporting of call information and proper rating of calls.
- ❖ Work with technical teams to prevent outages or loss of service of any kind to the end customer.

1992 - 1994

Cellular Warehouse

Union, NJ

President

- ❖ Responsible for managing and overseeing all aspects of company operations.
- ❖ Developed new strategies to increase sales and promote company growth.
- ❖ Worked with underlying cellular providers to insure proper customer turn up and billing as well as monitor payments and financial reporting of monies due from these carriers.
- ❖ Maintained proper inventory levels to handle growing demand for products.
- ❖ Worked directly with company officers and employees to ensure that all departments are implementing procedures that maintain profitability, growth, and customer satisfaction.
- ❖ Worked directly with customers to provide them with the most cost effective products and plans to implement into their company structure.

1988 - 1992

Montclair State College

Montclair, NJ

Degree

- ❖ Major, Finance
 - ❖ Minor, Italian
-
-

Gary C. Glodek
Director, Retail Operations
TouchTone Communications Inc.

Experience: 1998 – 2002 **TouchTone Communications of NJ, Inc.** **Whippany, NJ**

Director, Retail Operations

- Manage the retail division including sales, customer support, provisioning, and all other aspects pertaining to the day to day operations of the company as well as identifying and making necessary decisions to ensure growth and profitability.
- Work directly with Sales Manager and Support Representatives to ensure a constant flow of new business and monitor salesman and customer needs.
- Work directly with Customer Service Manager, Provisioning Manager and Support Representatives to maintain the highest level of customer satisfaction as well as the most effective and efficient methods for provisioning.
- Work directly with Business Development Manager to monitor changes in the industry environment and identify new products and rates to maintain a competitive advantage.
- Maintain a consistent line of communication with underlying providers to ensure that customers are properly connected, serviced, and billed.
- Regularly address concerns associated with the above functions with the President, Vice President, and Financial Officer of the company to ensure that the company has the ability to stay competitive within the industry while maintaining profitability.
- Create and work within budgets set for marketing, sales, support, and operations.
- Previously held positions of Customer Service Manager, Provisioning Manager, and Sales Manager which includes hands on training with all internal systems and operations as well as communicating with internal personnel, end customers, independent salesmen, underlying carriers, suppliers, etc.

1996 – 1998 **William Scott & Co. LLC, Investment Banking** **Union, NJ**

Senior Account Executive

- Licensed Series 7 Representative as per the requirements of the SEC and NASD.
- Worked directly with clients to determine long-term and short-term financial goals and helped clients choose the appropriate investments to achieve these goals based upon performance and risk factors.
- Managed a small team of Junior Account Executives which required teaching and assisting them with managing client accounts and determining proper investment strategies for each individual investor.
- Monitored market fluctuations utilizing technical and fundamental analysis to determine possible future market movements in order to provide advise to clients and Junior Account Executives.

Education: 1992 – 1996 **Rutgers University** **New Brunswick, NJ**
1994 – 1996 **Rutgers University School of Business** **New Brunswick, NJ**

Degree

- Major, Finance
- Minor, Psychology

Related Courses of Study

- Business Management, Accounting, Marketing, Management Information Systems

Organizations and Activities

- Pi Kappa Alpha Fraternity – Founding Father, Fundraising Chairman
- Toastmasters International – President, Rutgers University Chapter, Public Speaking Organization
- LIBOR – Member, Model Investment Banking Organization

MARCELLO ANZALONE
Treasurer and Chief Financial Officer
TouchTone Communications, Inc.

PROFESSIONAL EXPERIENCE

- Treasurer, Chief Financial Officer** **May 2002-present**
TouchTone Communications, Inc., Whippany, NJ
- ◆ Responsible for managing the financial affairs of TouchTone Communications, which includes dealing with budgets, investments and development of new business.
 - ◆ Oversee the day-to-day reporting of financial information to insure quality of financial reporting.
 - ◆ Review all contractual agreements between TouchTone and vendors/customers.
 - ◆ Evaluate credit worthiness of all current and prospective customers.
- Vice President, Senior Dealer** **September 2000-May 2002**
Banca Nazionale Del Lavoro, New York, NY
- ◆ Evaluate trading opportunities by monitoring global macro economic conditions and support trade ideas through technical analysis.
 - ◆ Take proprietary positions on an outright or relative value basis utilizing interest rate futures, swaps, Treasuries, foreign exchange spot and forwards.
 - ◆ Establish the bank's presence in the foreign exchange swap and non-dollar interest rate markets.
 - ◆ Develop relationships with numerous counterparts to enhance the bank's liquidity.
 - ◆ Develop risk management models to assist in monitoring cash flows and interest rate exposures.
 - ◆ Assist the sales force in marketing the bank to corporate customers.
- Assistant Vice President, Capital Markets Dealer** **1998 – September 2000**
KBC Bank, New York, NY (formerly Krediet Bank)
- ◆ Initiated proprietary positions on an outright or relative value basis utilizing futures, options, agencies and the sovereign debt of G-7 countries.
 - ◆ Made markets in interest rate products including, non-dollar interest rate swaps, cross currency swaps, caps, and floors for corporate clients and inter-bank counterparts.
 - ◆ Created structures and provided pricing for the Project Finance group utilizing treasury locks and basis swaps up to thirty years.
 - ◆ Developed trading models using @ analyst to assist in pricing swaps and TED spreads.
 - ◆ Performed due diligence on investment grade bonds for inclusion in money market portfolio.
 - ◆ Trained the sales force giving them the necessary tools to market fixed income derivatives to a diverse group of clients.
- Assistant Vice President, Foreign Exchange Dealer** **1993 – 1998**
Bank Brussels Lambert, New York, NY
- ◆ Traded all major forward currency swaps on a proprietary basis.
 - ◆ Market maker in G-20 currency pairs for customers and inter-bank counterparts in swaps up to ten years.
 - ◆ Utilized foreign exchange futures as well as Euro-currency interest rate futures to manage position risk and to initiate proprietary positions to augment trading revenue.
 - ◆ Extensive experience in all European currency forwards in both market making and proprietary position taking.
 - ◆ Provided substantial liquidity for the inter-bank market in most European currency pairs during New York trading hours with an emphasis of forward Belgian, and ECU.
 - ◆ Developed a number of spreadsheets to help trading and sales-staff better understand risk within portfolios.
 - ◆ Achieved two to three times budget in each of the years worked.
- Dealer, Money Markets** **1990 – 1993**
National Bank of Canada, New York, NY
- ◆ Traded short-term US Government securities book on a proprietary basis.
 - ◆ Hedged the Bank's interest rate exposure using futures and interest rate swaps.
 - ◆ Arbitrage currency deposits through foreign exchange spot and forward markets.
 - ◆ Implemented system based program to track profitability for each trading center.

EDUCATION

Level III CFA Candidate, Association for Investment Management and Research, 2002.

Bachelor of Science, Finance - Cum Laude and Dean's List
Seton Hall University, South Orange, New Jersey

STATEMENT OF FINANCIAL CAPABILITY

Touchtone Communications Inc. has sufficient financial capability to provide the requested service in the State of Florida and has sufficient financial capability to maintain the requested service and to meet its lease or ownership obligations. In support of Touchtone Communications Inc.'s stated financial capability, a copy of the Balance Sheet as of August 31, 2002 and the Income Statement for the period ending August 31, 2002 is attached to its application. Touchtone Communications Inc. intends to fund the provision of service through internally generated cash flow. Touchtone Communications Inc. also has the ability to borrow funds, if required, based upon its financial capabilities, and the principals of the company are committed to providing any necessary capital if needed to provide service in the State of Florida.