

TeleSphere, Inc.

SUITE 410
2745 N. DALLAS PARKWAY
PLANO, TEXAS 75093
469.467.6002 TEL
469.467.8570 FAX
WWW.TELESPHERE.NET

October 29, 2002

Mr. Dan Hoppe
Florida Public Service Commission
Division of Regulatory Oversight
Attn: Tariff Section
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399

Dear Mr. Hoppe:


021113-TI

Enclosed are the original and six (6) copies of Telesphere, Inc. d.b.a Telesphere Services, Inc.'s Application Form for Authority To Provide Interexchange Telecommunications Service Within The State of Florida. So that our records will be complete, please date stamp the extra copy of this transmittal letter and return in the enclosed envelope. Also enclosed is a check for \$250 made payable to the Florida Public Service Commission to cover the filing fee.

Any questions regarding this Application or proposed tariff should be directed to Todd H. Lowe, President, Visiology, Inc. 16061 Carmel Bay Drive, Northport, Alabama 35475 who may be reached via telephone at (205) 330-1701.

Your assistance in this matter is greatly appreciated.

Sincerely,



Colin Robinson
President and CEO

Enclosures

DOCUMENT NUMBER DATE
11875 OCT 30 2002
FPSC-COMMISSION CLERK

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DISTRIBUTION CENTER
02 OCT 30 AM 10: 20

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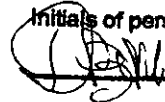


Colin Robinson
President and CEO

Enclosures

Check received with proceeds forwarded
to Fiscal for deposit. Fiscal to forward
deposit information to Records.

Initials of person who forwarded check:



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

DIVISION OF COMMUNICATIONS BUREAU OF SERVICE EVALUATION

APPLICATION FORM

**for AUTHORITY TO PROVIDE
INTEREXCHANGE TELECOMMUNICATIONS SERVICE
WITHIN THE STATE OF FLORIDA**

Instructions

02/1/3-TI

- ◆ 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 Appendix A).
- ◆ 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 certificated company.

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

**Florida Public Service Commission
Division of Communications
Bureau of Certification and Evaluation
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600**

1. This is an application for ✓ (check one):

Original certificate (new company).

Approval of transfer of existing certificate:

Example, a certificated company purchases an existing certificated company and desires to retain the authority of both certificates.

Approval of assignment of existing certificate:

Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.

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:

Telesphere, Inc. d b a Telesphere Services, Inc.

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

Telesphere, Inc. d b a Telesphere Services, Inc.

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

2745 N. Dallas Parkway, Suite 410

Plano, TX 75093

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 (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.
- 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;

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

8. If individual, provide:

Name: _____
Title: _____
Address: _____
City/State/Zip: _____
Telephone No.: _____ Fax No.: _____
Internet E-Mail Address: _____
Internet Website Address: _____

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

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

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

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

F02000004817

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 **FEID Number**(if applicable): _____

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 serve as liaison to the Commission with regard to the following?

(a) The application:

Name: Todd H. Lowe

Title: President

Address: 16061 Carmel Bay Drive

City/State/Zip: Northport, AL 35475

Telephone No.: (205) 330-1701 **Fax No.:** (205) 330-1705

Internet E-Mail Address: toddlowe@visiology.com

Internet Website Address: www.visiology.com

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

Name: Shirley Heacock

Title: Accountant

Address: 2745 N. Dallas Parkway, Suite 410

City/State/Zip: Plano, TX 75093

Telephone No.: 469-467-6002 x229 **Fax No.:** 469-467-8570

Internet E-Mail Address: sheacock@telesphere.net

Internet Website Address: telesphere.net

(c) Complaints/Inquiries from customers:

Name: See (b) above

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ **Fax No.:** _____

Internet E-Mail Address: _____

Internet Website Address: _____

18. List the states in which the applicant:
- (a) has operated as an interexchange telecommunications company. Texas.

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

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

 - (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.

19. 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.

(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.

20. The applicant will provide the following interexchange carrier services **1** (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. X **MTS with statewide flat rates per minute (i.e. not distance sensitive)**

- Method of access is FGA
- Method of access is FGB
- X 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. X **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

l. _____ **Services included are:**

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

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

See ATTACHMENT D

22. Submit the following:

A. 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.

See Attachment A

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

C. **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 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:

| | |
|---|---|
|  _____ Signature | <u>10/29/02</u> _____ Date |
| _____ President and CEO Title | <u>469-467-6002 x 222</u> _____ Telephone No. |
| Address: <u>2745 N. Dallas Parkway, Suite 410</u> _____ <u>Plano, TX 75093</u> _____ | <u>469-467-8570</u> _____ Fax No. |

ATTACHMENTS:

- A - CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - CURRENT FLORIDA INTRASTATE NETWORK
- D - AFFIDAVIT
 - FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES
 - GLOSSARY

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

I. (Name) _____

(Title) _____ of

(Name of Company) _____

and current holder of Florida Public Service Commission Certificate Number # _____

_____ have reviewed this application and join in the petitioner's request for

a:

() transfer

() assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Signature

Date

Title

Telephone No.

Address: _____

Fax No.

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 yr check one):

- (X) 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:



Signature

Date

President and CEO

469-467-6002 x 222

Title

Telephone No.

Address: 2745 N. Dallas Parkway, Suite 410

469-467-8570

Fax No.

Plano, TX 75093

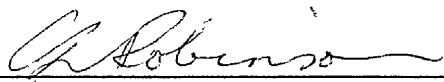
CURRENT FLORIDA INTRASTATE SERVICES

Applicant **has** () or **has not** (X) previously provided *intrastate telecommunications* in Florida.

If the answer is has fully describe the following:

- a) What services have been provided and when did these services begin?
- b) If the services are not currently offered, when were they discontinued?

UTILITY OFFICIAL:

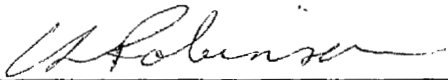
| | |
|---|--|
| <u></u> Signature | <u>10/29/02</u> Date |
| <u>President and CEO</u> Title | <u>469-467-6002 x 222</u> Telephone No. |
| <u>Address: 2745 N. Dallas Parkway, Suite 410</u> <u>Plano, TX 75093</u> | <u>469-467-8570</u> Fax No. |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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:

| | |
|---|-----------------------------|
|  | 10/29/02 |
| _____ Signature | _____ Date |
| _____ President and CFO | _____ 469-467-6002 x 222 |
| _____ Title | _____ Telephone No. |
| _____ Address: 2745 N. Dallas Parkway, Suite 410 | _____ 469-467-8570 |
| _____ Plano, TX 75093 | _____ Fax No. |
| _____ | |
| _____ | |

ATTACHMENT A

FINANCIAL CAPABILITY

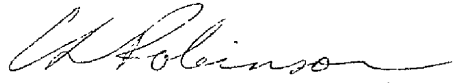
CURRENT BALANCE SHEET

CURRENT INCOME STATEMENT

STATEMENT OF RETAINED EARNINGS

Statement of Financial Capability

In the opinion of management, Telesphere, Inc. d.b.a Telesphere Services, Inc., has sufficient financial capability to enter the Florida telecommunications market and meet its ongoing obligations. In addition to funds available as shown on the financial statements furnished, Telesphere, Inc. d.b.a Telesphere Services, Inc. has access to additional funding through financial institutions and if necessary through additional capital from the shareholders.

A handwritten signature in cursive script, appearing to read "Colin Robinson", is written above a horizontal line.

Colin Robinson
President and CEO

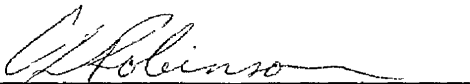
CERTIFICATION OF FINANCIAL STATEMENTS

OATH

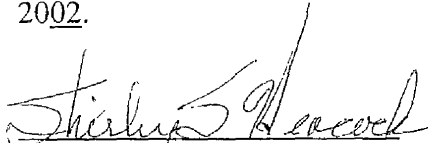
STATE OF TEXAS

COUNTY OF COLLIN

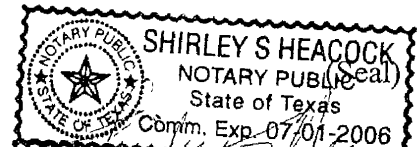
Personally appeared before the undersigned, an officer duly authorized to administer oaths, Colin Robinson who first being duly sworn, deposes and says that he is President and CEO of Telesphere, Inc. d.b.a Telesphere Services, Inc., applicant in this application, that he has read the financial statements enclosed herein as Attachment K and knows the contents thereof, and that the statements made herein are true to the best of his knowledge and belief.


(Signature of Affiant)

Subscribed and sworn before me, this
29th day of October,
2002.


(Notary Public)

My Commission Expires 07-01-2006



TeleSphere, Inc.
Balance Sheet
As of December 31, 1999

| | Dec 31, '99 |
|---------------------------------------|-------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 1002 · Bank One | 13,738.72 |
| 1003 · Bank One Money Market | 50,183.16 |
| Total Checking/Savings | 63,921.88 |
| Accounts Receivable | |
| 1100 · Accounts Receivable | 57,370.17 |
| Total Accounts Receivable | 57,370.17 |
| Other Current Assets | |
| 1300 · A/R Shareholder | 67,459.64 |
| Total Other Current Assets | 67,459.64 |
| Total Current Assets | 188,751.69 |
| Fixed Assets | |
| 1500 · Capital equipment | 16,398.19 |
| Accumulated depreciation | -13,130.00 |
| Total Fixed Assets | 3,268.19 |
| Other Assets | |
| 1600 · Organization Costs | 1,750.00 |
| 1700 · Start-up Costs | 4,112.49 |
| 1800 · Accumulated amortization | -1,787.00 |
| Total Other Assets | 4,075.49 |
| TOTAL ASSETS | 196,095.37 |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | |
| 2000 · Accounts Payable | 17,362.05 |
| Total Accounts Payable | 17,362.05 |
| Credit Cards | |
| Due to American Express | 1,134.35 |
| Total Credit Cards | 1,134.35 |
| Other Current Liabilities | |
| 2204 · Federal income tax withheld | 28,437.60 |
| 2205 · FICA tax withheld | 13,062.00 |
| 2300 · Accrued Pension Payable | 21,000.00 |
| 2510 · Shareholder Payable | 86,928.47 |
| Total Other Current Liabilities | 149,428.07 |
| Total Current Liabilities | 167,924.47 |
| Total Liabilities | 167,924.47 |
| Equity | |
| 2400 · Common Stock | 1,100.00 |
| 3100 · Retained Earnings | -12,035.42 |
| Net Income | 39,106.32 |
| Total Equity | 28,170.90 |
| TOTAL LIABILITIES & EQUITY | 196,095.37 |

TeleSphere, Inc.
Profit & Loss
January through December 1999

| | Jan - Dec '99 |
|--|---------------|
| Ordinary Income/Expense | |
| Income | |
| 4100 · Sales- Telecom | 339,095.00 |
| 4120 · Other Income | 3,918.18 |
| 4200 · Reimbursements for Expenses | 47,402.87 |
| Total Income | 390,416.05 |
| Expense | |
| 5201 · Bank charges | 240.40 |
| 5202 · Credit card fees | 35.00 |
| 5208 · Amortization Expense | 1,172.00 |
| 5211 · Federal | 1,000.00 |
| 5220 · Professional Fees | 5,960.95 |
| 5223 · Insurance, Bus | 2,821.02 |
| 5230 · Telephone Expenses | 4,748.46 |
| 5244 · Office supplies | 1,701.05 |
| 5265 · Postage & shipping | 11.75 |
| 5266 · Subscriptions/publications | 516.90 |
| 5286 · Pension Plan | 21,000.00 |
| 5298 · Miscellaneous expense | 134.45 |
| 5300 · Company Payroll Tax | 6,531.00 |
| 5350 · Reimbursement of Billed Expense | 142,483.20 |
| Medical - deductible | 7,408.97 |
| 5400 · Salaries - Officer | 140,000.00 |
| 5500 · Insurance, Medical | 2,627.74 |
| 8000 · Depreciation Expense | 13,100.00 |
| Total Expense | 351,492.89 |
| Net Ordinary Income | 38,923.16 |
| Other Income/Expense | |
| Other Income | |
| 6010 · Interest income | 183.16 |
| Total Other Income | 183.16 |
| Net Other Income | 183.16 |
| Net Income | 39,106.32 |

TeleSphere, Inc.
Balance Sheet
As of December 31, 2000

| | <u>Dec 31, '00</u> |
|---------------------------------------|--------------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 1000 · First State Bank of Texas | 9,527.28 |
| 1002 · Bank One | 11,911.46 |
| 1003 · Bank One Money Market | 968.30 |
| Total Checking/Savings | <u>22,407.04</u> |
| Accounts Receivable | |
| 1100 · Accounts Receivable | 152,868.91 |
| Total Accounts Receivable | <u>152,868.91</u> |
| Other Current Assets | |
| 1310 · Loan to Intellicare | 35,000.00 |
| 1200 · Security Deposits | 6,271.50 |
| 1300 · A/R Shareholder | 164,466.95 |
| Total Other Current Assets | <u>205,738.45</u> |
| Total Current Assets | 381,014.40 |
| Fixed Assets | |
| 1500 · Capital equipment | 151,615.03 |
| Accumulated depreciation | -27,221.00 |
| Total Fixed Assets | <u>124,394.03</u> |
| Other Assets | |
| 1600 · Organization Costs | 1,750.00 |
| 1700 · Start-up Costs | 4,112.49 |
| 1800 · Accumulated amortization | -2,959.00 |
| Total Other Assets | <u>2,903.49</u> |
| TOTAL ASSETS | <u>508,311.92</u> |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | |
| 2000 · Accounts Payable | 67,354.68 |
| Total Accounts Payable | <u>67,354.68</u> |
| Other Current Liabilities | |
| 2100 · First State Bank Credit Line | 232,000.00 |
| 2204 · Federal income tax withheld | 7,844.48 |
| 2205 · FICA tax withheld | 2,239.53 |
| 2500 · Due to shareholder | 85,787.14 |
| 2510 · Shareholder Payable | 86,928.47 |
| Total Other Current Liabilities | <u>414,799.62</u> |
| Total Current Liabilities | <u>482,154.30</u> |
| Total Liabilities | 482,154.30 |
| Equity | |
| 2400 · Common Stock | 1,100.00 |
| 3100 · Retained Earnings | 28,042.00 |
| Net Income | -2,984.38 |
| Total Equity | <u>26,157.62</u> |
| TOTAL LIABILITIES & EQUITY | <u>508,311.92</u> |

TeleSphere, Inc.
Profit & Loss
 January through December 2000

| | Jan - Dec '00 |
|--|---------------|
| Ordinary Income/Expense | |
| Income | |
| 4100 · Sales- Telecom | 631,925.50 |
| 4120 · Other Income | 11,000.00 |
| 4200 · Reimbursements for Expenses | 99,363.59 |
| Total Income | 742,289.09 |
| Expense | |
| 5043 · Sales/Mktg Meals & Ent. | 945.79 |
| 5201 · Bank charges | 389.22 |
| 5202 · Credit card fees | 35.00 |
| 5208 · Amortization Expense | 1,172.00 |
| 5220 · Professional Fees | 229.72 |
| 5221 · Attorney | 9,851.50 |
| 5222 · Accounting | 17,563.98 |
| 5223 · Insurance, Bus | 4,987.50 |
| 5230 · Telephone Expenses | 11,431.04 |
| 5243 · Office lease expense | 38,983.08 |
| 5244 · Office supplies | 8,171.83 |
| 5246 · Office Utilities | 505.90 |
| 5250 · Computing Expenses | 34,090.98 |
| 5254 · Computer software | 279.99 |
| 5265 · Postage & shipping | 752.73 |
| 5266 · Subscriptions/publications | 682.01 |
| 5280 · Administaff Fees | 16,314.35 |
| 5281 · Airfare, car & travel expenses | 4,060.56 |
| 5284 · Employee training & seminars | 19,041.63 |
| 5287 · Payroll Fees | 721.10 |
| 5289 · Employee T&E | 43.86 |
| 5298 · Miscellaneous expense | 2,313.56 |
| 5300 · Company Payroll Tax | 8,417.94 |
| 5350 · Reimbursement of Billed Expense | 295,596.77 |
| Medical - deductible | 9,756.59 |
| 5400 · Salaries - Officer | 48,445.55 |
| 5410 · Salaries - Administrative | 49,500.00 |
| 5420 · Salaries - Consultants | 134,727.93 |
| 5500 · Insurance, Medical | 5,530.84 |
| 5600 · Theft loss | 7,000.00 |
| 8000 · Depreciation Expense | 14,091.00 |
| Total Expense | 745,633.95 |
| Net Ordinary Income | -3,344.86 |
| Other Income/Expense | |
| Other Income | |
| 6010 · Interest income | 360.48 |
| Total Other Income | 360.48 |
| Net Other Income | 360.48 |
| Net Income | -2,984.38 |

TeleSphere, Inc.
Balance Sheet
As of December 31, 2001

| | <u>Dec 31, '01</u> |
|---------------------------------------|--------------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 1000 · First State Bank of Texas | 7,010.05 |
| 1003 · Bank One Money Market | 894.85 |
| Total Checking/Savings | <u>7,904.90</u> |
| Accounts Receivable | |
| 1100 · Accounts Receivable | 5,999.00 |
| Total Accounts Receivable | <u>5,999.00</u> |
| Other Current Assets | |
| 1310 · Loan to Intellicare | 35,000.00 |
| 1200 · Security Deposits | 9,604.18 |
| 1300 · A/R Shareholder | 233,106.34 |
| Total Other Current Assets | <u>277,710.52</u> |
| Total Current Assets | 291,614.42 |
| Fixed Assets | |
| 1507 · Leasehold Improvement | 49,902.21 |
| 1500 · Capital equipment | 181,501.99 |
| Accumulated depreciation | -74,866.00 |
| Total Fixed Assets | <u>156,538.20</u> |
| Other Assets | |
| 1600 · Organization Costs | 1,750.00 |
| 1700 · Start-up Costs | 4,112.49 |
| 1800 · Accumulated amortization | -4,131.00 |
| Total Other Assets | <u>1,731.49</u> |
| TOTAL ASSETS | <u>449,884.11</u> |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | |
| 2000 · Accounts Payable | 15,318.23 |
| Total Accounts Payable | <u>15,318.23</u> |
| Other Current Liabilities | |
| 2105 · FSBT Loan | 23,279.11 |
| 2204 · Federal income tax withheld | 1,619.48 |
| 2205 · FICA tax withheld | 2,239.53 |
| Total Other Current Liabilities | <u>27,138.12</u> |
| Total Current Liabilities | <u>42,456.35</u> |
| Total Liabilities | 42,456.35 |
| Equity | |
| 3000 · Opening Bal Equity | 980,788.68 |
| 2400 · Common Stock | 1,100.00 |
| 3100 · Retained Earnings | 25,057.62 |
| Net Income | -599,518.54 |
| Total Equity | <u>407,427.76</u> |
| TOTAL LIABILITIES & EQUITY | <u>449,884.11</u> |

TeleSphere, Inc.
Profit & Loss
January through December 2001

| | Jan - Dec '01 |
|--|---------------|
| Ordinary Income/Expense | |
| Income | |
| 4100 · Sales- Telecom | 736,280.00 |
| 4120 · Other Income | 5,000.00 |
| 4200 · Reimbursements for Expenses | 131,572.63 |
| Total Income | 872,852.63 |
| Expense | |
| 5010 · Advertising | 12,087.17 |
| 5042 · Sales & Mktg Reimburse Expenses | 557.57 |
| 5043 · Sales/Mktg Meals & Ent. | 449.38 |
| 5030 · Marketing Literature | 263.48 |
| 5200 · Bank & Finance Fees | 404.90 |
| 5201 · Bank charges | 480.12 |
| 5202 · Credit card fees | 110.00 |
| 5203 · Int Paid | 31,796.12 |
| 5205 · Bad Debt | 100.00 |
| 5221 · Attorney | 9,788.69 |
| 5222 · Accounting | 56,132.81 |
| 5223 · Insurance, Bus | 9,691.92 |
| 5230 · Telephone Expenses | 9,204.75 |
| 5240 · Office Expenses | 379.80 |
| 5241 · Office furnishings | 108.12 |
| 5243 · Office lease expense | 82,431.32 |
| 5244 · Office supplies | 3,355.14 |
| 5246 · Office Utilities | 5,195.50 |
| 5250 · Computing Expenses | 17,199.35 |
| 5254 · Computer software | 2,626.45 |
| 5255 · Maintenance contracts | 5,062.08 |
| 5265 · Postage & shipping | 1,342.89 |
| 5267 · Dues, licenses, memberships | 673.00 |
| 5280 · Administaff Fees | 107,132.79 |
| 5281 · Airfare, car & travel expenses | 25,413.00 |
| 5283 · Meals & entertainment | 1,904.62 |
| 5284 · Employee training & seminars | 13,825.00 |
| 5287 · Payroll Fees | 283.04 |
| 5298 · Miscellaneous expense | 8,759.77 |
| 5300 · Company Payroll Tax | 621.10 |
| 5350 · Reimbursement of Billed Expense | 145,937.84 |
| 5400 · Salaries - Officer | 128,000.00 |
| 5410 · Salaries - Administrative | 70,817.16 |
| 5420 · Salaries - Consultants | 481,975.77 |
| 5430 · Salaries - Sales | 67,097.57 |
| 5440 · Contract Consultants | 104,900.00 |
| 5500 · Insurance, Medical | 443.40 |
| 5600 · Theft loss | 10,671.33 |
| 5701 · Training Center Build-out | -0.23 |
| 6999 · Uncategorized Expenses | 0.00 |
| 8000 · Depreciation Expense | 53,987.00 |
| 8010 · Amort. Expense | 1,172.00 |
| Total Expense | 1,472,381.72 |
| Net Ordinary Income | -599,529.09 |
| Other Income/Expense | |
| Other Income | |
| 6010 · Interest income | 10.55 |
| Total Other Income | 10.55 |
| Net Other Income | 10.55 |
| Net Income | -599,518.54 |

ATTACHMENT B

MANAGERIAL CAPABILITY

Colin Robinson, President and CEO, has over 20 years of Telecommunications Industry experience spanning Startup Operations (Domestic and International), Strategic Planning, Product/Service Planning, Telecommunications Systems Planning and Implementation.

He is Currently President and founder of TeleSphere Inc. From 94 – 97 he held a number of positions with Mobile Systems International (MSI) including President Americas Region and President MSI Inc.

From 84 to 94 Mr. Robinson spent 10 years at MCI Communications in a number of positions covering network and systems planning, program management and network and systems implementation. These included Director level positions responsible for PCS Wireless Planning, Network Mgt and Signaling Systems and Switched Systems Planning.

Prior to that Mr. Robinson spent 5 years at Logica Inc. and Logica PLC. in various software development and systems implementations positions.

Mr. Robinson has a B. Sc. Degree from Sussex University, UK.

ATTACHMENT C

TECHNICAL CAPABILITY

Telesphere, Inc. d.b.a Telesphere Services, Inc. is a switchless reseller. All switching and transport is provided by the Florida certified underlying carrier.

ATTACHMENT D

PROPOSED TARIFF

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of long distance telecommunications services provided by Telesphere, Inc. d.b.a Telesphere Services, Inc. with principal offices at 2745 N. Dallas Parkway, Suite 410, Plano, TX 75093. This Tariff applies to services furnished within the State of Florida. This Tariff is on file with the Florida Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business.

Issued: October 29, 2002

Colin Robinson, President and CEO
2745 N. Dallas Parkway, Suite 410, Plano, TX 75093

Effective:

CHECK SHEET

Sheets 1 through 66 of this Tariff is effective as of the date shown at the bottom of the sheet. The revised sheets listed comprise all changes from the original Tariff that are in effect as of the date shown.

| <u>SHEET</u> | <u>REVISION</u> |
|--------------|-----------------|
| 1 | Original Sheet |
| 2 | Original Sheet |
| 3 | Original Sheet |
| 4 | Original Sheet |
| 5 | Original Sheet |
| 6 | Original Sheet |
| 7 | Original Sheet |
| 8 | Original Sheet |
| 9 | Original Sheet |
| 10 | Original Sheet |
| 11 | Original Sheet |
| 12 | Original Sheet |
| 13 | Original Sheet |
| 14 | Original Sheet |
| 15 | Original Sheet |
| 16 | Original Sheet |
| 17 | Original Sheet |
| 18 | Original Sheet |

* New or revised current Tariff filing.

CHECK SHEET (continued)

| <u>SHEET</u> | <u>REVISION</u> |
|--------------|-----------------|
| 19 | Original Sheet |
| 20 | Original Sheet |
| 21 | Original Sheet |
| 22 | Original Sheet |
| 23 | Original Sheet |
| 24 | Original Sheet |
| 25 | Original Sheet |
| 26 | Original Sheet |
| 27 | Original Sheet |
| 28 | Original Sheet |
| 29 | Original Sheet |
| 30 | Original Sheet |
| 31 | Original Sheet |
| 32 | Original Sheet |
| 33 | Original Sheet |
| 34 | Original Sheet |
| 35 | Original Sheet |
| 36 | Original Sheet |

* New or revised current Tariff filing.

CHECK SHEET (continued)

| <u>SHEET</u> | <u>REVISION</u> |
|--------------|-----------------|
| 37 | Original Sheet |
| 38 | Original Sheet |
| 39 | Original Sheet |
| 40 | Original Sheet |
| 41 | Original Sheet |
| 42 | Original Sheet |
| 43 | Original Sheet |
| 44 | Original Sheet |
| 45 | Original Sheet |
| 46 | Original Sheet |
| 47 | Original Sheet |
| 48 | Original Sheet |
| 49 | Original Sheet |
| 50 | Original Sheet |
| 51 | Original Sheet |
| 52 | Original Sheet |
| 53 | Original Sheet |
| 54 | Original Sheet |

* New or revised current Tariff filing.

CHECK SHEET (continued)

| <u>SHEET</u> | <u>REVISION</u> |
|--------------|-----------------|
| 55 | Original Sheet |
| 56 | Original Sheet |
| 57 | Original Sheet |
| 58 | Original Sheet |
| 59 | Original Sheet |
| 60 | Original Sheet |
| 61 | Original Sheet |
| 62 | Original Sheet |
| 63 | Original Sheet |
| 64 | Original Sheet |
| 65 | Original Sheet |
| 66 | Original Sheet |

* New or revised current Tariff filing.

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CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

None

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 To Or 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

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. 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 sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet 14 Cancels the 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are six 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
- D. Check Sheet - When a filing is made with the Commission, an updated Check Sheet accompanies the 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.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

For the purposes of this Tariff, the following technical terms and abbreviations will apply.

Access Line: An Access Line is a transmission line from either the LEC's or the DUC's Point-of-Presence (POP) to the Customer's Premise(s) used to transmit voice and data calls.

ANI: ANI stands for Automatic Number Identification.

Applicant: Applicant is any entity or individual who applies for Service under this Tariff.

Application for Service: The Application for Service is the standard Company order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide a communication Service(s) as required.

Authorization Code: An Authorization Code is a code in numbers or letters employed to gain access to Service(s).

Authorized User: An Authorized User is a person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Business Customer: A Business Customer is a Customer whose use of the Services is for a business, professional, institutional, or occupational purpose. Any employee of a Business Customer who subscribes to the Service for his or her home telephone will also be classified as a Business Customer.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

CAP: CAP is an acronym for Competitive Access Provider.

Cardholder: Cardholder is the associate, member, Customer or other individual that uses the Company's Prepaid Calling Card Service.

CLEC: CLEC stands for Competitive Local Exchange Carrier

Company: Company refers to Telesphere, Inc. d.b.a Telesphere Services, Inc.

Commission: Commission refers to the Florida Public Service Commission.

Customer: A Customer is the person, firm, corporation, governmental unit or other entity which orders Service -- either for its own use, as a resale carrier, or as a non-profit manager of a sharing group --and which is responsible for the payment of charges and for compliance with this Tariff. If an entity orders Service in more than one city or requests the assignment of multiple account numbers, each such account is a separate Customer for billing purposes. The term Customer also includes an entity that (1) remains presubscribed to Service after its account(s) are removed from Company's billing system, and subsequently continues to use Service, or (2) otherwise uses Service for which no other Customer is obligated to compensate the Company.

Customer Premise(s) / Customer's Premise(s): Customer Premise(s)/ Customer's Premise(s) locations are designated by a Customer where Service is originated/terminated.

DUC: DUC is an acronym for Designated Underlying Carrier.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

End User: End User is the person or legal entity which uses the Service provided by the Company.

F.C.C.: F.C.C. stands for Federal Communications Commission.

InterLATA Call: An interLATA call is any call that originates in one LATA and terminates in a different LATA.

IntraLATA Call: An intraLATA call is any call that originates and terminates within the same LATA.

IXC: IXC stands for Interexchange Carrier.

LATA: LATA is an acronym for Local Access Transport Area which is a geographic boundary, within which the LEC provides communications services.

LEC: LEC is an acronym for Local Exchange Carrier.

NPA: NPA literally stands for Numbering Plan Area but is more commonly referred to as an area code.

NXX: NXX represents the first three digits of a Customer's telephone number.

PIC: PIC stands for Primary Interexchange Carrier.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

PIN: PIN stands for Personal Identification Number.

Platform: Platform is the proprietary technology and associated computer equipment that is used in conjunction with Prepaid Calling Card Service(s).

Point-of-Sale: Point-of-Sale is the location at which the Cardholder purchases the Prepaid Calling Card.

POP: POP is an acronym for Point-of-Presence. A POP may be (a) the central office of the DUC; (b) a location where the LEC or CLEC hands off the traffic of the Company's Customers to the DUC; or (c) the location where the Customer's facility interconnects with the DUC.

Prepaid Calling Card: Prepaid Calling Card Service allows a Customer to purchase a predetermined amount of access to the Company's long distance Services prior to the use of Service. Prepaid Calling Cards are also called debit cards.

Reseller: Reseller denotes a Customer that resells the Company's service(s).

Service: Service consists of any telecommunications service provided by the Company pursuant to this Tariff.

State: State refers to the State of Florida.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Switched Access: If the Customer's location has a transmission line that is switched through the LEC or CLEC to reach the network of the DUC, the access is switched.

Switched Services(s): Switched Services(s) are any Services that are described in this Tariff.

Underlying Carrier: Underlying Carrier refers to any interexchange carrier that provides long distance services resold by the Company pursuant to this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

This Tariff contains the description, regulations, and rates applicable to intrastate InterLATA and intrastate IntraLATA telecommunications Service offered by Telesphere, Inc. d.b.a Telesphere Services, Inc. with principal offices at 2745 N. Dallas Parkway, Suite 410, Plano, TX 75093. The Company's Services are provisioned via the DUC.

2.2 Limitations Of Service(s)

2.2.1 Services are offered subject to the availability of facilities and/or equipment from the DUC, the Company's ability to provision the order at the time the Applicant or Customer orders Service, and the provisions of this Tariff. The Company reserves the right, without incurring liability, to refuse to provide Service, to or from any location where the necessary facilities, equipment, systems, and/or switch software are not available. In the case of refusal to establish Service, the Company shall notify the Applicant in writing of the reason for such refusal.

2.2.2 Pre-Subscribed Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, twenty-four (24) hours per day.

2.2.3 Service will be provided until canceled by the Customer pursuant to Subsection 2.9 of this Tariff or suspended or terminated by the Company pursuant to Subsection 2.10 of this Tariff.

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

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations of Services (continued)

- 2.2.5 All services are interstate offerings, but the Customer has the option to use the services to place intrastate calls. Intrastate Service is only available if the Customer subscribes to the Company's comparable interstate service offering.
- 2.2.6 Calls that may not be completed using the Company's Prepaid Calling Card service include operator services, busy line verification service, interruption service, calls requiring time and charges, air-to-ground calls, marine/satellite calls, and calls placed via dialing a 700, 800/888, or 900 number.
- 2.2.7 If the Company learns that an Applicant is attempting to sell, barter, trade, or otherwise transfer a toll-free inbound telephone number to another person, the Company may refuse to establish Service.
- 2.2.8 The availability of toll-free numbers from the Company is limited by the Company's ability to obtain toll-free numbers from the DUC.
- 2.2.9 The Company reserves the right to refuse to process calls when the Authorization Code or PIN cannot be validated.

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of the Company

- 2.3.1 The Company's liability will be limited to that expressly assumed in Subsection 2.3 of this Tariff.
- 2.3.2 With respect to the Switched Services contained herein and except as otherwise provided herein, the liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of furnishing Service hereunder and not caused by the negligence or intentional acts of the Customer will in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect in the course of furnishing Service hereunder occurs, except in cases of willful misconduct by the Company, or unless ordered by the Commission.
- 2.3.3 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand.
- 2.3.4 No agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be agents or employees of the Company without written authorization.

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

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

2.3.6 The Company is not liable for any damages the Customer may incur as a result of the unlawful or fraudulent use or use by an unauthorized person of the Service(s).

2.3.7 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties will not result in the imposition of any liability whatsoever upon the Company, and Customer will pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties.

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.8 The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to:

- (A) Unavoidable interruption in the working of transmission facilities including but not limited to fire, explosion, vandalism, cable cut, or other similar occurrence; or
- (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
- (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties, supplier failures, shortages, breaches or delays, unlawful acts of individuals including acts of the Company's agents, contractors, and employees if committed beyond the scope of their employment, or preemption of existing Services to Restore Service in compliance with Part 64, Subpart D, Appendix A, of the FCC's rules and regulations; or
- (E) Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.9 The Company is not liable for:

- (A) Damages caused by the negligence or willful misconduct of the Customer;
or
- (B) The use or abuse of any Service described herein by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, Service, or device. In the case of Inbound Service, this also applies to third parties who dial the Customer's toll-free inbound number by mistake; or
- (C) Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties; or
- (D) Any act or omission of any other company or companies furnishing a portion of the Service(s) or facilities or equipment associated with such Service(s).
- (E) Any action, such as blocking, discontinuing, or interrupting Service(s) by the Company of all traffic or traffic to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff in order to control fraud or non-payment; or

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.9 The Company is not liable for: (continued)

- (F) Any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of Services when such defacement or damage is not the result of the Company's negligence. The Customer will indemnify and hold harmless the Company from any claim of the owner of the Customer's premises or other third party claims for such damages.

- (G) Any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder, absent a determination of willful misconduct by judicial or administrative proceedings. With respect to any Services provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and fitness for a particular purpose.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service

2.4.1 The Services offered herein may be used for any lawful purpose, including business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the DUC or others.

2.4.2 Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon written notification to the Customer, without incurring any liability, discontinue the furnishing of such Service. The Customer will be deemed to have canceled Service as of the date of such disconnection and will be liable for any cancellation charges set forth in this Tariff. If the Customer uses 10XXX or other carrier access codes once the Customer's account has been canceled by the Company, the Customer is a Customer of the DUC not the Company.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.3 Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User will be permitted to use such Service in the same manner as the Customer, but subject to the following:

- (A) One joint user or Authorized User must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all joint users or Authorized Users in the application for Service. Service orders which involve the start, rearrangement, or discontinuance of joint use or authorized use Service will be accepted by the Company only from that Customer and will be subject to all regulations of this Tariff.

- (B) All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User will be liable to the Company for all charges incurred as a result of its use of Service(s). Each joint or Authorized User must submit to the designated Customer a letter accepting contingent liability for its portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or Authorized User understands that the Company will receive a copy of the guaranty from the designated Customer. The Customer will be responsible for allocating charges to each joint user or Authorized User.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.4 Services are furnished subject to the condition that there will be no abuse or fraudulent use of the Services. Abuse or fraudulent use of Services includes, but is not limited to:

- (A) Use of Services to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge; or
- (B) Obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Services by rearranging, tampering with, or making connection with any Services components of the Company or of the DUC, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the charge(s) for such Services; or
- (C) Use of the Service of the Company to send a message or messages, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another; or
- (D) Use of Services in such a manner as to interfere unreasonably with the use of Services by one or more other Customers.

2.4.5 The Customer may not use Services provided under this Tariff for any unlawful purpose.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 The Customer will indemnify and hold harmless the Company against:

- (A) Claim(s) for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted via Service(s); or
- (B) Violation(s) by the Customer of any other literary, intellectual, artistic, dramatic, or musical right, or other content transmitted via the Service(s); or
- (C) Violation(s) by the Customer of the right to privacy; or
- (D) Claim(s) of patent infringement arising from combining or connecting Company's facilities or the facilities of the DUC with apparatus and systems of the Customer; or
- (E) All lost or stolen travel cards except as described in Subsection 2.18 of this Tariff; or
- (F) Any other rights whatsoever relating to or arising from message content or the transmission thereof; or
- (G) All other claims arising out of any act or omission of the Customer in connection with any Service.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (H) Defacement of, or damage to, the premises of a Customer resulting from the furnishing, installation, and/or removal of Channel facilities or the attachment of instruments, equipment, and associated wiring on or from the Customer's Premises; or
- (I) Claims arising out of the use of Services or associated equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company; or
- (J) All lost or stolen calling cards or Prepaid Calling Cards; or
- (K) Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting (1) from Customer (or its employees's agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company Services or prices to End Users of Customers, or unauthorized or illegal acts of the Customer, its employees, agents, or independent contractor; or (2) from claims by third parties that any Prepaid Calling Cards or PINs have been lost, stolen, or fraudulently issued or used; provided, however, that the Company will have no liability hereunder for special or consequential damages incurred by the Company; (3) or in the event that the Company chooses to have another company print their Prepaid Calling Cards, Company cannot be held liable for delays of delivery or any other problem that are directly to the third party.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.2 In the event parties other than Customer (e.g., Customer's customers) will have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold the Company and any affiliated or unaffiliated third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties.
- 2.5.3 Upon the Customer's receipt of Company Prepaid Calling Cards, the Customer will assume all risk of loss or misuse of such Prepaid Calling Cards.
- 2.5.4 Customer will not use the Company name or any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion or promotional material, or publication, contracts, or bills, etc. of the Customer without the express prior written approval of the Company.
- 2.5.5 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.
- 2.5.6 The cancellation of Service by the Customer pursuant to Subsection 2.9 of this Tariff or discontinuance or suspension of Service(s) by the Company pursuant to Subsection 2.10 of this Tariff does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.7 The Customer is responsible for payment for all long distance calls originated at the Customer's number(s), terminated on the Customer's 800 number, billed to the Customer's travel card or authorization code, accepted at the Customer's number, or incurred at the specific request of the Customer. The Customer is responsible for paying all Services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were used fraudulently.
- 2.5.8 The Company may rely on LECs or other third parties for the performance of Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder will not be reduced by untimely installation or non-operation of Customer-provided facilities and equipment.
- 2.5.9 The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Subsection 2.3 of this Tariff and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses (including attorneys' fees) and satisfy all judgements which may be incurred by or rendered against the Company in connection therewith.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.10 The Customer is responsible for the payment of all charges for Service(s) provided under this Tariff and for the payment of all assessments, duties, fees, surcharges, taxes, or similar liabilities whether charged to or against the Company or the Customer. This includes but is not limited to amounts the Company is required by governmental, quasi-governmental, or other entities to collect and/or to pay to designated entities. The Company may adjust its rates and charges or impose additional rates and charges on its Customer in order to recover these amounts. Unless specified otherwise herein, if an entity other than the Company (e.g., another carrier or supplies) imposes charges on the Company in connection with a Customer's Service, that entity's charges will be passed through to the Customer. The Customer is responsible for the payment of all such charges.

2.5.11 The Customer may not use Services provided under this Tariff for any unlawful purpose.

SECTION 2 - RULES AND REGULATIONS

2.6 Obtaining Service

2.6.1 Application for Service

To obtain Pre-subscribed Service, the Company requires the Customer to complete an application for service which includes the letter of agency or other authorization it deems appropriate. No application is required Pre-Paid Calling Card Service.

2.6.2 Establishment of Credit

(A) Applicant

The Company reserves the right to examine the credit record and check the references of all Applicants and Customers. The Company may examine the credit profile/record of any Applicant prior to accepting the Service order. These will not in themselves obligate the Company to provide Services or to continue to provide Services, if a later check of Applicant's credit record is, in the opinion of the Company, contrary to the best interests of the Company.

(B) Customer

If the conditions of Services or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

SECTION 2 - RULES AND REGULATIONS

2.6 Obtaining Service (continued)

2.6.3 Deposits

The Company does not collect deposits for the provision of Services in this tariff.

SECTION 2 - RULES AND REGULATIONS

2.7 Rendering and Payment of Bill

2.7.1 General

Bills are sent to the Customer's billing address as shown on their account no later than forty five (45) days following the close of billing. The billing period is a month. Charges are payable only in United States currency. Checks should be made payable as named on the bill and should be sent to the address as listed on the bill. Charges may be assessed for unbilled traffic for up to two years in arrears. Usage charges are billed monthly in arrears.

2.7.2 Methods Of Payment

(A) Direct Billing By Company Or Authorized Billing Agent

- .1 Call detail is included with the bill. The due date is disclosed on the bill. Payment in full is due within twenty-two (22) days of the invoice date on the bill.
- .2 If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge of 1.5% per month on the delinquent amount.
- .3 With Credit Card billing, the charges for services provided by the Company are billed on the Customer's designated and approved Credit Card bill. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company.

SECTION 2 - RULES AND REGULATIONS

2.7 Rendering and Payment of Bill

2.7.2 Methods Of Payment

(A) Direct Billing By Company Or Authorized Billing Agent (continued)

- .4 If the Customer utilizes electronic fund transfer, Customer arranges for the charges for services provided by the Company to be transferred from the Customer's designated checking or saving account into the Company's bank account designated by the Company for this purpose.
- .5 If the Customer utilizes automatic withdrawal, the Customer arranges for the charges for services provided by the Company to be automatically transferred from the Customer's designated checking account at an approved financial institution into the Company's bank account designated by the Company for this purpose. If at the time the Company issues an automatic withdrawal request to the bank, the withdrawal is rejected by the bank, the Company may assess a insufficient funds charge of \$20.00.
- .6 If a Customer subscribing to a service that is direct billed is late in paying its bill for two consecutive months, direct payment will no longer be available as a payment option. In order to continue service, the Customer must choose between Credit Card billing, automatic withdrawal from checking or savings account, or LEC billing.

SECTION 2 - RULES AND REGULATIONS

2.7 Rendering and Payment of Bill (continued)

2.7.3 Past Due Payments

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

2.7.4 Right to Backbill for Improper Use of Company's Services

Any person or entity which uses, appropriates or secures the use of Services from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to Company and which use, appropriation, or securing of Services is inconsistent with the stated uses, intents, and purposes of this Tariff or any restriction, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of Company's Services actually made by Customer. In addition, Company shall be entitled to recover an amount equal to a late payment fee of 1.5 percent per month for the period(s) for which such charges would have been payable.

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Service

2.8.1 General

The Company's name and toll-free number appear on the bill. Customer Service may be contacted in writing at 2745 N. Dallas Parkway, Suite 410, Plano, TX 75093 or via e-mail at customercare@telesphere.net. Customers may also contact Customer Service by dialing toll-free 866-467-6002. Customer Service representatives are available from 9 a.m. to 5 p.m. CST business days. Service difficulties outside of Customer Service hours will go to voice mail and page a company representative for emergencies. For Cardholders subscribing to Prepaid Calling Card Service or travel card Service, the toll-free number is printed on the card. For Customers subscribing to all other Services, the toll-free number is printed on the Customer's bill.

2.8.2 Billing Inquiries

Billing inquiries may be referred to the Company's customer service organization as indicated in Subsection 2.8.1 of this Tariff. If the Customer is not satisfied with the resolution of a bill dispute, the Customer may contact the Commission for resolution of the dispute.

2.8.3 Service Difficulties

Service difficulties may be referred to the Company's customer service organization, as indicated in Subsection 2.8.1 of this Tariff above.

SECTION 2 - RULES AND REGULATIONS

2.9 Cancellation of Service By Customer

2.9.1 Customers Without Term Plans

A Customer may cancel Service by giving prior written or verbal notice to the Company. Such notice should be addressed to the Company's Customer Service organization at the address specified in Subsection 2.8.1 of this tariff.

2.9.2 Customers With Term Plans

If the Customer cancels a term plan before the end of the term, an early termination penalty of 50% of the monthly commitment will be applied for each month remaining in the term plan.

SECTION 2 - RULES AND REGULATIONS

2.10 Termination of Service By Company

2.10.1 Termination of Service With Notice

Conditions under which the Company may, with five (5) working days written notice, refuse or terminate Service without liability include, but are not limited to:

- (A) Nonpayment of any sum due for telephone service provided hereunder, where Customer's charges remain unpaid more than five (5) working days following notice of nonpayment from the Company. Notice will be deemed to be effective upon mailing of written notice, postage prepaid, to Customer's last known address. Service will not be terminated if the Company receives payment prior to the termination date listed on the termination notice or if the Company and the Customer have entered into a payment arrangement.
- (B) If a Customer's toll-free inbound telephone number is not used by callers other than for test calls to reach the Customer or Customer's designee within ninety (90) days of activation of the toll-free inbound number, the Company, may upon written notice, discontinue Service.

SECTION 2 - RULES AND REGULATIONS

2.10 Termination of Service By Company (continued)

2.10.2 Temporary Suspension of Service

In the event of emergency or threatened or actual disruption of Service to other Customers, the Company may temporarily restrict Service without notice and without incurring liability. The Company reserves the right to limit the use of Service(s), without incurring liability, when necessitated by conditions beyond the Company's control, or when the Customer is using Services in violation of the law or of the provisions of this Tariff. In the event that the Company or the DUC learn of possible fraudulent use of any of the Company's travel card Services, the Company will make an effort to contact the Customer, but Service may be terminated or blocked without notice and without liability to the Company.

SECTION 2 - RULES AND REGULATIONS

2.10 Termination of Service By Company (continued)

2.10.3 Conditions Under Which The Company May, Without Notice, Refuse or Terminate Service without liability include but are not limited to:

- (A) Applicant or Customer provides the Company insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, or pre-arranged account code numbers; or
- (B) Applicant or Customer provides false information or refuses to provide information to the Company regarding their identity, address, or credit-worthiness; or
- (C) If the Customer refuses to furnish information to the Company regarding its past or current use of common carrier communication Services or its planned use of Service(s); or
- (D) Customer's use of the service constitutes a violation of either the provisions of this Tariff, or of any laws, or government rules, regulations, or policies; or
- (E) Any order or decision of a court or other governmental authority prohibits the Company from offering such service; or
- (F) The Company deems such refusal or termination necessary to protect the Company or third parties against fraud, or to otherwise protect the Company's personnel, agents, or service; or
- (G) Customer's misuse of the DUC's network; or

SECTION 2 - RULES AND REGULATIONS

2.10 Termination of Service By Company (continued)

2.10.3 Termination of Service Without Notice (continued)

- (H) Customer's use of the DUC's network for any fraudulent, unlawful, or criminal purpose; or
- (I) Customer has suspected unauthorized or fraudulent use of Service; or
- (J) Customer's use of Service adversely affects the Service to other Customers; or
- (K) Customer is using the Service for purposes other than those described in this Tariff; or
- (L) If Customer refuses to allow Company or Company representative reasonable access to the Customer's facilities to provision Service(s).

2.10.4 Charges Owed

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

SECTION 2 - RULES AND REGULATIONS

2.11 Interruption of Service

2.11.1 General

It is the obligation of the Customer to notify the Company of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer will ascertain that the interruption is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.

2.11.2 Prepaid Calling Card Calls

Credits will not be issued for cut-off, poor transmission, or wrong number.

SECTION 2 - RULES AND REGULATIONS

2.12 Taxes and Assessments

2.12.1 In addition to the charges specifically pertaining to the Services, certain federal, state, and local surcharges, taxes, gross receipts, and fees will be applied to these Services. These taxes, surcharges, and fees are calculated based upon the amount billed to the End User for Service(s). All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff. For Prepaid Calling Card Service, the per minute rate shown in Section 4 of this Tariff is inclusive of all surcharges, taxes, and fees except for Point-of-Sale ("sales") taxes.

2.12.2 Unless otherwise specified herein, all stated charges in this Tariff are computed by the Company exclusive of any assessments, duties, fees, surcharges, taxes, or similar liabilities levied against the Company by governmental, quasi-governmental, or other entities such as federal, state, or local government. Such assessments, duties, fees, surcharges, taxes, or similar liabilities shall be paid by the Customer in addition to the charges stated in this Tariff. All such charges shall be shown as a separate line item on the Customer's bill.

SECTION 2 - RULES AND REGULATIONS

2.12 Taxes and Assessments (continued)

2.12.3 Pending the conclusion of any litigation challenging a jurisdiction's or body's right to impose any assessments, duties, fees, surcharges, taxes, or similar liabilities, the Company may elect to waive or impose and collect a charge covering such assessments, duties, fees, surcharges, taxes, or similar liabilities, unless otherwise constrained by court order or direction. All such charges will be shown as a separate line item on the Customer's bill. If the Company has collected any assessments, duties, fees, surcharges, taxes, or similar liabilities and any of the challenged assessments, duties, fees, surcharges, taxes, or similar liabilities are found to have been invalid and not enforceable, the Company will credit or refund such sums to each affected Customer if (1) the Company has retained such funds or (2) the Company has remitted such funds to the collecting jurisdiction or body and the funds have been returned to the Company.

2.12.4 In order to be granted exemption status, a Customer claiming exempt status must provide the Company with copies of all relevant exemption certificates and documents required by the Company. New Customers are required to provide the requested documentation at the time Service is ordered. Failure to provide the required documentation at the time Service is ordered will result in all assessments, duties, fees, surcharges, taxes, or similar liabilities (as described in Subsection 2.5.10 of this Tariff) being levied by the Company on the Customer's Service. The Customer will be responsible for the payment of all such charges.

SECTION 2 - RULES AND REGULATIONS

2.12 Taxes and Assessments (continued)

2.12.5 Failure to provide the required documentation at the time Service is ordered will also result in all taxes as noted herein being levied by the Company on the Customer's Service, and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Customer will also be billed for all applicable assessments, duties, fees, surcharges, or similar liabilities as described in Subsection 2.5.10 of this Tariff. The Company is not liable for refunding the amount of the taxes paid the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service. In the event taxes are erroneously, paid the Company is not liable for refunding any such payments to the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

2.12.6 Failure to pay the appropriate assessments, duties, fees, surcharges, taxes, or similar liabilities prior to exempt status being accorded by the Company will result in termination of Service.

2.13 Timing of Calls

Timing of calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods including hardware answer supervision provided by the DUC and software answer detection. Chargeable time ends when one of the parties disconnects from the call.

SECTION 2 - RULES AND REGULATIONS

2.14 Application of Charges

2.14.1 Timing Increments

Calls are billed in various timing increments depending on the Service subscribed to by the Customer. Each Service has its own specific initial period and additional period. Unless the length of the initial period and the additional period is otherwise specified in Section 3 of this Tariff, the initial period is one (1) minute or fraction thereof, and the additional period is each one (1) minute or fraction thereof. Fractions of a timing increment are rounded up to the next highest increment.

2.14.2 Rounding

(A) Payphone Surcharge

If the payphone surcharge includes a fraction of a cent, the fraction is rounded up to the next higher whole cent.

(B) All Usage-Sensitive Services

Usage charges apply to all completed calls. The usage charges for each completed call during a billing month will be computed to four decimal places. If the total of the charges includes a fraction of a cent of \$.005 or more, the fraction is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent.

SECTION 2 - RULES AND REGULATIONS**2.15 Transfer or Assignment**

Prior written permission from the Company is required before Customers may assign or transfer any Service. All regulations and conditions contained in this Tariff and all other applicable Service conditions will apply to all such permitted assignees or transferees. After obtaining the Company's written consent, the Customer of record may assign or transfer the use of Service where there is no interruption or physical relocation. All terms and provisions contained in this Tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:

- (A) The Customer of record (assignor Customer) requests such assignment or transfer in writing at least forty-five (45) days prior to the effective date of any requested assignment or transfer; and
- (B) Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of notification; and
- (C) New Customer's (assignee Customer) credit is approved by the Company; and
- (D) The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of Service(s). These obligations include all outstanding indebtedness for the use of Service(s). Consent to such assignment or transfer will not be unreasonably withheld.

Any permitted assignment or transfer of Company' Service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

SECTION 2 - RULES AND REGULATIONS

2.16 Agreements, Proposals, and Warranties

- 2.16.1 The applicable terms, rates, and conditions specified in this Tariff, before or after subscription, constitute the only agreement between the parties with respect to Service(s) to which the Customer has subscribed, or desires to subscribe. Statements (whether written or oral) may have been made about the Service(s) specified in this Tariff. Such statements, however, do not constitute warranties, shall not be relied upon by the Customer, and are not part of the parties relationship. All prior agreements, proposals, representations, or understandings concerning the Service(s) are also deemed superseded upon the Customer's subscription. The applicable Tariff sections constitute the complete and exclusive expression of the parties' relationship. These Tariff provisions may only be modified by: (1) a subsequent Tariff filing; or (2) a written agreement, signed by an authorized Company representative, which identifies both the Tariff provisions being modified or superseded, if applicable, and the specific nature of the change.
- 2.16.2 All implied warranties, including the implied warranty of merchantability, are disclaimed. The Company does not warrant that the Service(s) are fit for the particular purpose of the Customer. The Company makes no warranties with respect to the Service(s) other than that the Service(s) will conform to the description contained in the Tariff. Further Company liability will be such as described in Subsection 2.3 of this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.17 Lost Or Stolen Travel Card or PIN

Upon knowledge of facts which would alert a reasonable person to the possibility of unauthorized use of the Customer's travel card or PIN, the Customer will alert and give notice to the Company of such facts. Upon receipt of notice, the Company will deactivate the PIN associated with the card. If requested by the Customer, a new PIN will be issued to the Customer. The Customer will be excused from liability only with respect to unauthorized calls placed after receipt of such notice by the Company.

2.18 Changes to Service Offerings

The Company reserves the right to add, change, or delete DUCs at any time.

2.19 Restoration of Services

The use and restoration of services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

2.20 Promotions

The Company may from time-to-time engage in special promotional Service offerings designated to attract new Customers or to increase existing Customers awareness of a particular Tariff offering. The Company may offer special promotions to its Customers waiving certain charges or offering a special rate or a special Service. These offerings may be limited to certain dates, times, and/or locations. Details regarding a promotion will be filed with the Commission prior to the effective date of the promotion.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services - Switched Access

3.1.1 General

Unless otherwise stated in the Tariff, the method of provisioning a specific outbound Service is determined by the Company, and the selection of the DUC is made by the Company. Switched Access outbound Services are only available in equal access areas. The availability of each outbound Service is included in the description for that Service.

3.1.2 Switched Access Services

(A) Primary Interexchange Carrier Service

Primary Interexchange Carrier Service (see Tariff sheet 58) is a postpaid inter-LATA and intra-LATA toll service available to residential and business accounts, except hospitals, pay phones, hotels and inmate only facilities, that demonstrate sufficient credit-worthiness which is billed on the LEC bill. The Company serves as the Customer's Primary Interexchange Carrier ("PIC") for inter-LATA and intra-LATA toll service. Primary Interexchange Carrier Service customers are billed in arrears on a monthly basis.

The Customer may place calls only from a presubscribed switched access working telephone number where such access is made available at the sole discretion of the Carrier. Customers who select Primary Interexchange Carrier Service are billed in six (6) second increments.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services (continued)

3.1.3 Dedicated Access Services

(A) Direct Access

Direct Access (see Tariff sheet 59) is an outbound only, long distance pricing plan for Customers that utilize Dedicated Access to reach the Company's switch or the DUC's POP. The Customer is responsible for obtaining the Dedicated Access required to provision this service. Direct Access is available to Business Customers. Calls are billed in six (6) second increments.

SECTION 3 - DESCRIPTION OF SERVICES

3.2 Inbound 800 Services

3.2.1 General

All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offering. Inbound service permits calls to be completed to the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number, (800/888/877/866) NXX-XXXX, which terminates at the Customer's location.

3.2.2 Services Terminating Via Switched Access

(A) DA 800

DA 800 (see Tariff sheet 60) is an inbound only, long distance pricing plan. Calls are originated from any point in the state on any type of access but are terminated via Switched Access lines in the terminating city. DA 800 is available to Business or Residential Customers. Calls are billed in six (6) second increments.

SECTION 3 - DESCRIPTION OF SERVICES

3.2 Inbound 800 Services (continued)

3.2.3 Services Terminating Via Dedicated Access

(A) DA Direct 800

DA Direct 800 (see Tariff sheet 61) is an inbound only, long distance pricing plan. Calls are originated from any point in the state on any type of access but are terminated via Dedicated Access lines between the Customer's premises and the Company's switch or the DUC's POP. DA Direct 800 is available to Business Customers. Calls are billed in six (6) second increments with an initial period of thirty (30) Seconds. There are ten rate levels depending on AATU at the time the order for service is provisioned by the Company.

SECTION 3 - DESCRIPTION OF SERVICES

3.3 Directory Assistance

3.3.1 Description of Service

Intrastate Directory Assistance (see Tariff sheet 62) involves the supplying of assistance in determining or attempting to determine the telephone number of a party.

3.3.2 Availability of Service

Directory assistance is available to any Customer that has access to the directory assistance bureau of the DUC. If a Customer with Switched Access calls directory assistance for a call within its area code, the call is handled by the LEC. If a Customer with Switched Access calls directory assistance for a call within the state but outside of its area code, the call is routed to the DUC for handling. Customers with Dedicated Access must program their PBX to route directory assistance calls over their Switched Access lines.

SECTION 3 - DESCRIPTION OF SERVICES

3.4 Prepaid Calling Card Services

All Prepaid Calling Card services (see Tariff sheet 63) are interstate offerings with the Cardholder having the option of using the Prepaid Calling Card to place calls within the State.

3.4.1 Description of Service

The Company's Prepaid Calling Card service is a prepaid long distance service that allows Customer's to obtain a predetermined amount of access to the Company's long distance services. The card is a dollar based service, meaning there is a fixed amount of dollars (i.e., \$5, \$10, \$20, \$50, or some other denomination) available to the Customer who purchases a card.

Prepaid Calling Card service is offered via toll free access numbers and is available to a Cardholder from a touchtone phone. The Cardholder dials a toll-free number. The Cardholder hears recorded messages that guide the Cardholder through the Platform. The Platform validates the Cardholder's PIN, determines whether time remains on the card and, if so, completes the call to the called telephone number dialed by the Cardholder. The Cardholder is verbally informed of the available balance of the Prepaid Calling Card account.

SECTION 3 - DESCRIPTION OF SERVICES

3.4 Prepaid Calling Card Services (continued)

3.4.1 Description of Service (continued)

Calls are real-time rated during call progression. The total price of each call, including applicable taxes, is calculated on the basis of usage and is deducted from the available account balance associated with each Prepaid Calling Card. The Platform debits the Cardholder's account balance as the Cardholders places a call. The Cardholder receives a warning tone one minute before the balance reaches zero. Calls in progress will be terminated when the balance reaches zero.

The Cardholder may access the network from anywhere in the State by dialing a universal toll free number, a PIN, and the called telephone number. A Prepaid Calling Card is not reusable once the usage has been exhausted. Calls are billed in one minute increments.

3.4.2 Availability

Prepaid Calling Cards are available to Residential Customers and Business Customers.

SECTION 3 - DESCRIPTION OF SERVICES

3.4 Prepaid Calling Card Services (continued)

3.4.3 Features

(A) Rechargeable

When the value of the Prepaid Calling Card account reaches zero or at any time prior to the account reaching zero, the Cardholder may add to the prepaid usage level (1) by dialing the Company's toll free Customer Service number listed on the card, (2) by dialing a customer service 800 number and enter 0 for customer service, (3) by dialing the 800/888 access number and enter 0 for customer service. Payment may be made by cash, check, money order, cashier's check, or Credit Card.

(B) Disposable

A disposable Prepaid Calling Card is not reusable once the usage has been exhausted.

SECTION 3 - DESCRIPTION OF SERVICES

3.4 Prepaid Calling Card Services (continued)

(A) Telesphere Home Phone Prepaid Calling Card

The Telesphere Home Phone Prepaid Calling Card is available to Residential Customers from their home phone. Service must be ordered from the Customers home phone and paid for via Credit Card. Telesphere Home Phone Prepaid Calling Card Service functions like a Prepaid Card but it does not require a PIN number. The Customers home telephone number is automatically captured and used as a PIN number. The Customer can only use this service from the phone that was enrolled in the Service. Service is offered with automatic recharge or Customer activated recharge.

SECTION 4 - RATES AND CHARGES

4.1 Outbound Services

4.1.1 Primary Interexchange Carrier Service

The rate per minute is \$0.1768

SECTION 4 - RATES AND CHARGES

4.1 Outbound Services (continued)

4.1.2 Direct Access

The rate per minute is \$0.1768

SECTION 4 - RATES AND CHARGES

4.2 Inbound Services

4.2.1 DA 800

The rate per minute is \$0.1768

SECTION 4 - RATES AND CHARGES

4.2 Inbound Services (continued)

4.2.2 DA Direct 800

The rate per minute is \$0.1768

SECTION 4 - RATES AND CHARGES

4.3 Directory Assistance

The charge is \$.75 per call.

SECTION 4 - RATES AND CHARGES

4.4 Prepaid Calling Cards

4.4.1 Telesphere Home Phone Prepaid Calling Card

The rate per minute is \$0.1768

SECTION 4 - RATES AND CHARGES

4.5 Miscellaneous Charges

4.5.1 Return Check Charge

If a Customer's check is returned by the bank, the Company may charge the Customer a return check charge. The amount of the return check charge is \$25.00.

4.5.2 Payphone Surcharge

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a carrier's access code, a Customer's 800 and other toll-free numbers, calling cards, and prepaid phone card calls, from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation.

(A) Prepaid Calling Cards

The Customer shall pay the Company a per call surcharge of \$0.50 per call for all such traffic.

(B) All Other Services

The Customer shall pay the Company a per call surcharge of \$0.30 per call for all such traffic.

SECTION 4 - RATES AND CHARGES

4.6 Exemptions and Special Rates

4.6.1 Discounts for Hearing Impaired Customers

Pursuant to Section 25-4.079 (4) of the IXC Rules For Special Rates For Handicapped Customers, 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 charges placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to a 5% discount on dialed calls using Services which have no time-of-day pricing element. Those dialed calls using a Service which have a time-of-day pricing element will receive a credit on a subsequent bill equal to applying the evening rate for calls placed during the daytime rate period and the night rates for evening and night calls.

Pursuant to Section 25-4.160 (1) of the IXC Rules For Special Rates For Handicapped Customers, a telephone toll message placed via the relay service will receive a discount of fifty (50) percent of the time-sensitive element of the call. If either party is both hearing and visually impaired, the discount will be sixty (60) percent of the time-sensitive element of the call. The discounts do not apply to per call charges such as calling card surcharges.

SECTION 4 - RATES AND CHARGES

4.6 Exemptions and Special Rates (continued)

4.6.2 Directory Assistance for Handicapped Person

Pursuant to Section 25-4.115 (3) (a) of the IXC Rules For Special Rates For Handicapped Customers, there will be no charge for up to fifty (50) calls per billing cycle from lines or trunks servicing individuals with disabilities. Such persons must contact the Company for credit on the bill.