



July 16, 2003
Overnight Delivery

030638-77

210 N. Park Ave.
Winter Park, FL
32789

Ms. Blanca Bayo, Director
Division of the Commission Clerk & Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0870

COMMUNICATIONS CLERK
JUL 17 2003

P.O. Drawer 200
Winter Park, FL
32790-0200

Re: ONS-Telecom, LLC
Initial Registration to Provide Interexchange Telecommunications Services within the State of Florida.

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

Dear Ms. Bayo:

Enclosed for filing are the original and six (6) copies of the above-referenced registration for Interexchange Telecommunications Authority submitted on behalf of ONS-Telecom, LLC. The required tariff is included with this registration as Exhibit I.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope provided for that purpose.

Any questions you may have regarding this filing may be addressed to me at (407) 740-8575. Thank you for your assistance.

Sincerely,

Craig Neeld
Consultant to ONS-Telecom, LLC

Enclosures

cc: E. Kirby - ONS
file: ONS - FL IXC
tms: FLi0300

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FLORIDA PUBLIC SERVICE COMMISSION

REGISTRATION FOR INTEREXCHANGE TELECOMMUNICATIONS CARRIERS

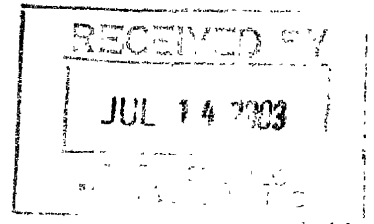
Section One: Company Information

1. Name of Registrant: ONS-Telecom, LLC
Legal/Assumed Name of Registrant: (d/b/a)
Physical Address: 2123 Whitfield Park Avenue
Sarasota, FL 34243
2. Mailing Address (if different than above) ONS-Telecom, LLC
4485 Tench Road, Suite 220
Suwanee, GA 30024
3. Registrant Phone Number: 770-271-5990
Registrant Fax Number: 678-714-3914
4. Registrant Website Address: www.opticalnetwork-solutions.com
5. Provide Secretary of State Registration No. L02000010261
Provide Fictitious Name Registration No., if applicable Not applicable
Attach copy of Secretary of State Authority to Transact Business See Attachment 1

Section Two: Company Contact Information

Provide the name/title, phone number, facsimile number, and e-mail address of the following:

1. Individual who will serve as liaison to the Commission with regard to this registration: Craig Neeld
Technologies Management, Inc.
210 N. Park Avenue
Winter Park, FL 32789
Phone: 407-740-8575
Fax: 407-740-0613
e-mail: cneeld@tminc.com
2. Individual who will serve as liaison to the Commission with regard to regulatory issues: M. Eston Kirby, Chief Operating Officer
4485 Tench Road, Suite 220
Suwanee, GA 30024
Phone: 770-271-5990
Fax: 678-714-3914
e-mail: ekirby@opticalnetwork-solutions.com
3. Official Point of Contact for Consumer Complaints Ms. Jamie Benecke Customer Care Manager
1301 Shiloh Road, Suite 1652B
Kennesaw, GA 30144
Phone: 678-797-6530
Fax: 770 405-3199



ACKNOWLEDGMENT STATEMENT

I understand that pursuant to the Florida Tele-Competition Innovation and Infrastructure Act, all intrastate interexchange carriers are obligated to comply with the following statutory provisions:

- §202, §203, §212 concerning taxation
- §364.336 relating to regulatory assessment fees
- §364.04 requiring rate schedules to be filed
- §364.603 concerning methodology for changing telecommunications provider
- §364.604 concerning billing practices
- §364.02(13) requiring current contact information be filed and maintained with the Commission

In addition, I understand that intrastate interexchange carriers are also obligated, as applicable, to comply with §364.025; §364.10(3)(a) & (d); §364.285; §364.163(2); §364.501 of the Florida Statutes.

UTILITY OFFICIAL:

M. Eston Kirby

Print Name

M. Eston Kirby
Signature

Chief Operating Officer

Title

July 9, 2003
Date

(770) 271-5990

Telephone Number

(678) 714-3914

Fax Number

Address: 4485 Tench Road, Suite 220

Suwanee, GA 30024

ONS-TELECOM, LLC

EXHIBIT 1

FLORIDA SECRETARY OF STATE AUTHORITY TO TRANSACT BUSINESS

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by ONS-Telecom, LLC, with its principal office located at 2123 Whitfield Park Avenue, Sarasota, Florida 34243. 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: July 17, 2003

EFFECTIVE: July 18, 2003

ISSUED BY: M. Eston Kirby, Jr.
Chief Operating Officer
2123 Whitfield Park Avenue
Sarasota, Florida 34243

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CHECK SHEET

Pages, as listed below, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION LEVEL	PAGE	REVISION LEVEL
1	Original *	32	Original *
2	Original *	33	Original *
3	Original *	34	Original *
4	Original *	35	Original *
5	Original *	36	Original *
6	Original *	37	Original *
7	Original *	38	Original *
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28	Original *		
29	Original *		
30	Original *		
31	Original *		

* included in this filing

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SYMBOLS

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

- D Deleted or Discontinued Material
- I Change Resulting In An Increase To A Customer's Bill
- M Moved From or To Another Tariff Location
- N New Material
- R Change Resulting In A Reduction To A Customer's Bill
- T Change In Text or Regulation But No Change In Rate or Charge

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TARIFF FORMAT

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

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

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

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

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

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SECTION 1 -TERMS AND ABBREVIATIONS**1.1 Definitions**

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Authorized User - A person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Carrier's services under the terms and regulations of this tariff.

Commission - Refers to the Florida Public Service Commission.

Company or Carrier - Refers to ONS-Telecom, LLC, issuer of this tariff.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Company to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

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SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)**1.1 Definitions, (Cont'd.)**

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Equal Access - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers can presubscribe their telephone line(s) to their preferred interexchange carrier.

LATA - Local Area of Transport and Access.

LEC - Local Exchange Company.

ONS - Used throughout this tariff to refer to ONS-Telecom, LLC, issuer of this tariff.

Personal Identification Number (PIN) - See Authorization Code.

Switched Access Origination/Termination – Where originating or terminating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

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SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

2.1 Abbreviations

LATA - Local Access Transport Area

LDA - Local Distribution Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

NSF - Non-Sufficient Funds

OSP - Operator Service Provider

PBX - Private Branch Exchange

SAL - Special Access Line

V&H - Vertical and Horizontal

WATS - Wide Area Telephone Service

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

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

The Company provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the ONS-Telecom services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week. Customers reselling or rebilling services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

2.2 Use

2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

2.2.2 The services the Company offers shall not be used for any unlawful purpose for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

2.2.3 The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

2.2.4 A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Limitations of Service**

- 2.3.1** Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.3.2** The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of law.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.4** Service may be limited or discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges when the Company deems it necessary to take such action to prevent unlawful use of its service. Service will be restored as soon as it can be provided without undue risk.
- 2.3.5** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.3.6** To the extent that any conflict arises between the terms and conditions of a service agreement or other contract and the terms and conditions of this tariff, the tariff shall prevail.
- 2.3.7** Title to all equipment provided by the Company under this tariff remains with the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Assignment and Transfer**

- 2.4.1** All facilities provided under this tariff are directly or indirectly controlled by ONS and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.4.2** Customer may request Carrier to assign one or more sub-accounts for billing purposes, and to direct sub-account invoices to Customer affiliates or other designated entities for payment. Such requests shall not affect the liability of the Customer, who shall remain solely liable to the Company for payment of all invoices for service requested and obtained by Customer, whether invoiced by the Company to the Customer, Customer affiliates, or other designated entities.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Liability of the Company**

- 2.5.1** ONS's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed \$100.00 or an amount equivalent to the proportionate charge to the Customer, whichever is less, for the period during which the faults in transmission occur. Except as set forth above, the Company shall not be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or business interruption, or for any lost profits of any kind or nature whatsoever arising out of any defects or any other cause. In the event of an interruption in service or any defect in the service whatsoever, neither the Company nor any affiliated or unaffiliated third party provider or operator of facilities employed in the provision of the service shall be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or for any lost profits of any kind or nature whatsoever. Moreover, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service, which are caused or contributed to by the negligence or willful act of the Customer, or Authorized User, or joint user or which arise from the use of Customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.5.2** The Company shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Liability of the Company (Cont'd)**

- 2.5.3** Indemnification - The Company liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit by a Customer or by any others, the Customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of Company equipment, facilities and associated wiring of Customer premises and further the Customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company
- 2.5.4** Defacement of premises: No liability shall attach to the Company by reason of any defacement or damage to Customer premises resulting from the existence of Company equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
- 2.5.5** The Company is not liable for any act or omission of any other entity furnishing a portion of the service or any acts or omission of the Customer.
- 2.5.6** Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.
- 2.5.7** The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Personal Identification Numbers issued for use with the Company's services.
- 2.5.8** The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of Authorization Codes of communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from Customer premises, and the placement of calls through equipment controlled and/or provided by the Customer that are transmitted over the Company network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Customer Responsibility**

2.6.1 All Customers assume general responsibilities in connection with the provisions and use of the Company service. When facilities, equipment, and/or communication systems provided by others are connected to Company facilities, the Customer assumes additional responsibilities. All Customers are responsible for the following:

- A.** The Customer is responsible for placing orders for service, paying all charges for service rendered by the Company and complying with all Company regulations governing the service. The Customer is also responsible for assuring that its users comply with regulations.
- B.** When placing an order for service, the Customer must provide:
 - 1. The names and addresses of the persons responsible for the payment of service charges, and
 - 2. The names, telephone numbers, and addresses of the Customer contact persons.
- C.** The Customer must pay the Company for the replacement or repair of Company equipment when the damage results from:
 - 1. The negligence or willful act of the Customer or user;
 - 2. Improper use of service; and
 - 3. Any use of equipment or service provided by others.
- D.** After receipt of payment for the damages, the Company will cooperate with the Customer in prosecuting a claim against any third party causing damage.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Customer Responsibility, (Cont'd.)****2.6.2 Billing and Payment For Service****A. Responsibility for Charges**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

1. any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;
2. any and all use of the services provided by the Company, including calls that the Customer did not individually authorize;
3. any calls placed by or through the Customer's equipment via any remote access feature(s);

Charges for installations, service connections, moves and rearrangements are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Customer Responsibility, (Cont'd.)

2.6.2 Billing and Payment For Service (Cont'd)

B. Disputed Charges

1. Any objections to billed charges must be reported to the Company or its billing agent in writing within thirty (30) days of the closing date printed on the invoice or statement issued to the Customer. Disputes may be submitted orally or in writing. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
2. Late payment fees will not be applied during the period when a bill is disputed regardless of the outcome of the dispute.
3. Customers may contact the Company's business office at the following address:

ONS-Telecom, LLC
4485 Tench Road, Ste. 220
Suwanee, GA 30024

4. If the Customer is not satisfied with the outcome of the billing dispute, the Customer may contact the Commission at the following address:

Florida Public Service Commission
Division of Consumer Affairs
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Customer Responsibility, (Cont'd.)****2.6.3 Taxes and Fees**

- A.** All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the Customer bill.
- B.** To the extent that a municipality, other political subdivision or local agency of government, or commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- C.** Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.
- D.** The Company may adjust its rates or impose additional rates on its Customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. The Company may also adjust its rates or impose additional rates to cover the administrative cost of collecting such charges or paying compensation to other entities. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access Company services.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Customer Responsibility, (Cont'd.)

2.6.4 Late Payment Fees

A late payment fee of 1.5% per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Florida law.

2.6.5 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity and pursuant to Florida law and Florida Public Service Commission regulations.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Customer Responsibility, (Cont'd.)****2.6.6 Deposits**

- A.** To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Florida Public Service Commission Rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two and one-half months of the estimated charge for the service for the ensuing twelve months. A deposit may be required in addition to an advance payment. The sum of the advance payments and deposits will not exceed 2 ½ months' estimated monthly service charges.
- B.** Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- C.** Deposits will accrue interest annually at the required interest rate in accordance with Florida Public Service Commission Rules. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.
- D.** The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Customer Responsibility, (Cont'd.)****2.6.7 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest.

2.6.8 Cancellation or Termination of Service by Customer

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

2.6.9 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Company, including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Refunds or Credits for Service Outages or Interruptions**

- 2.7.1** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. Credits for service outages or interruptions are subject to the regulations listed below.
- 2.7.2** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 2.7.3** Credit allowances for interruption periods which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.
- 2.7.4** The Customer shall be responsible for the payment of service charges based upon time and materials for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 2.7.5** For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than four (4) hours. The Customer shall be credited for an interruption of four (4) or more hours at the rate of 1/720th of the monthly charge for the services affected for each hour that the interruption continues. The formula used for computation of credits is as follows:
- Credit = $A/720 \times B$
- A = outage time in hours (must be 4 or more)
B = total monthly recurring charge for affected service.
- 2.7.6** For usage sensitive long distance services, credits will be limited to, a maximum, the price of the Initial Period of the individual call that was interrupted plus any per call charges or surcharges required to reconnect the caller.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Cancellation or Termination of Service by Company**

- 2.8.1** The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) days notice to comply with any rule or remedy any deficiency:
- A.** For nonpayment of undisputed charges, provided that suspension or termination of service shall not be made without five (5) working days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
 - B.** For non-compliance with or violation of any State, Municipal, or Federal law, ordinance or regulation pertaining to telephone service.
 - C.** For use of telephone service for any purpose other than that described in the application.
 - D.** For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
 - E.** With five (5) working days notice for noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission.
 - F.** Without notice in the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Cancellation or Termination of Service by Company, (Cont'd.)****2.8.2 Continued**

- G.** Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- H.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Interactive may, before restoring service, require the Customer or Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Interconnection**

Service furnished by ONS may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with ONS service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.10 Terminal Equipment

Company facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.11 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and credit for the interruption is requested by the Customer.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 900, 976 and 700 Numbers

The Company does not provide 900, 976 or 700 number services. Customer calls placed to these numbers are routed to the local or long distance carrier providing the service. Customers may contact their local exchange carrier or the carrier providing the service to request blocking of access to these numbers.

2.13 Toll Free Services

2.13.1 The Company will make every effort to reserve toll free (i.e., A800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.

2.13.2 The Company will participate in porting toll free numbers only when all charges incurred as a result of the toll free number have been paid.

2.13.3 Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.

2.13.4 If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer.

2.14 Applicable Law

This tariff shall be subject to and construed in accordance with Florida law.

SECTION 3 - DESCRIPTION OF SERVICE**3.1 General**

ONS provides direct dialed outbound service, inbound toll free service, operator assisted service, and access to directory assistance for communications originating and terminating within the State of Florida. The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of the Company's services and network.

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

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.2 Timing of Calls**

Billing for calls placed over the ONS network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1 Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3 The initial and additional billing increments are stated in the description of each service.
- 3.2.4 The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, ONS will reasonably issue credit for the call.

3.3 Minimum Call Completion Rate

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

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.4 Miscellaneous Rates and Charges****3.4.1 Public Telephone Surcharge**

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

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

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

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

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.5 Integrated Access Long Distance****3.5.1 IntraLATA Switched Service**

IntraLATA Switched Service is an outbound calling plan available to Customers who presubscribe to the any one of the Company local exchange services. Calls are billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.

3.5.2 InterLATA Toll Service

InterLATA Service Toll is a switched outbound plan available to Customers who presubscribe to any one of the Company local exchange services. Calls are billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.

3.6 Toll Free Services**3.7.1 Switched Toll Free**

Switched Toll Free Plan 1 is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments after a minimum call duration for billing purposes of eighteen (18) seconds. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.7 Proprietary Calling Card Service**

Proprietary Calling Card Service is available to Customers for placing calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in sixty (60) second increments after an initial period for billing purposes of sixty (60) seconds. A one-time charge for card set-up applies. There is no per call charge.

3.8 Directory Assistance

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

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.9 Operator Services**

Operator Services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day, seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

3.9.1 Customer Dialed Calling/Credit Card

This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

3.9.2 Operator Dialed Calling/Credit Card Call

This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

3.9.3 Operator Station

These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

3.9.4 Person-to-Person

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

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SECTION 4 - RATES**4.1 Exemptions and Special Rates****4.1.1 Discounts for Hearing Impaired Customers**

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

4.1.2 Emergency Call Exemptions

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

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SECTION 4 - RATES, (CONT'D.)

4.1 Exemptions and Special Rates, (Cont'd.)

4.1.3 Operator Assistance for Handicapped Persons

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

4.1.4 Directory Assistance for Handicapped Persons

Pursuant to FPSC rules and regulations, the Company will not charge for the first 50 phone calls made to directory assistance by properly certified handicapped Customers.

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SECTION 4 - RATES, (CONT'D.)

4.2 Public Telephone Surcharge

Rate per Call \$0.35

4.3 Integrated Access Long Distance

4.3.1 IntraLATA Switched Service

Intrastate Rate Per Minute: \$0.089

4.3.2 InterLATA Toll Service

Intrastate Rate Per Minute: \$0.089

4.4 Toll Free Services

4.4.1 Switched Toll Free

Per Minute Rate: \$0.20
Monthly Recurring Charge: \$15.00

4.5 Proprietary Calling Card Service

Per Minute Charge \$0.25
Per call charge \$0.50

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SECTION 4 - RATES, (CONT'D.)

4.6 Directory Assistance

	IntraLATA	InterLATA
Rate per Call:	\$0.95	\$1.49

4.7 Directory Assistance Call Completion

Maximum Rate per Call:	4.00
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4.8 Operator Services

4.8.1 Usage Charges

Per Minute Rate:	\$0.30
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4.8.2 Service Charge

A per-call service charge applies in addition to the per minute usage rates when applicable. The service charge applies in all rate periods.

	Per Call
Customer Dialed Calling Card/Automated	\$1.75
Operator Dialed Calling Card	\$1.75
Operator Station	
Collect	\$1.75
Third Party Billed	\$1.75
Person to Person	\$3.25

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SECTION 4 - RATES, (CONT'D.)

4.9 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

4.10 Promotions

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges. The Company will notify the Florida Public Service Commission prior to the effective date of any promotional offering.

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