



ORIGINAL

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030902-T1

Via Overnight Mail

September 9, 2003

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850


To Whom It May Concern:

Enclosed please find an original and 4 copies of the following:

1. IXC Registration Form
2. Qualification for doing business in Florida
3. Proposed Tariff

If you have any questions, you may contact Maria Vespari at (315) 445-6319.

Sincerely,



Vanessa M. Loysen
Office Manager

/vml

Encs.

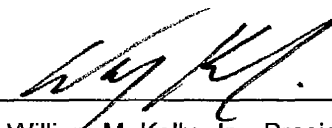
Original Tariff forwarded to CUP

IXC REGISTRATION FORM**RESELLER ONLY**Company Name Worldnet Communications, Inc.Florida Secretary of State Registration No. FO3000002746Fictitious Name(s) as filed at Fla. Sec. of State Worldnet Communications of New York, Inc.Company Mailing Name Worldnet Communications, Inc.Mailing Address 5792 Widewaters Parkway
Syracuse, NY 13214Web Address www.tmservices.netE-mail Address Vanessa.loysen@tmservices.netPhysical Address 5792 Widewaters Parkway
Syracuse, NY 13214Company Liaison Maria VespariTitle Project CoordinatorPhone 315-445-6319Fax 315-449-0582E-mail address Maria.vespari@tmservices.netConsumer Liaison Maria VespariTitle Project CoordinatorAddress 5792 Widewaters Parkway, Syracuse, NY 13214Phone 315-445-6319Fax 315-449-0582E-mail address Maria.vespari@tmservices.net

My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.



Signature of Company Representative



William M. Kelly, Jr., President

August 28, 2003
Date

Effective: 07/15/2003

DOCUMENT NUMBER-DATE

08547 SEP 10 8

FPSC-COMMISSION CLERK



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

June 2, 2003

WORLDNET COMMUNICATIONS, INC.
ATTN: MARIA VESPARI
5792 WIDEWATERS PARKWAY
SYRACUSE, NY 13214

Qualification documents for WORLDNET COMMUNICATIONS, INC. doing business in Florida as WORLDNET COMMUNICATIONS OF NEW YORK, INC. were filed on June 2, 2003 and assigned document number F03000002746. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Foreign Qualification/Tax Lien Section.

Buck Kohr
Corporate Specialist
Division of Corporations

Letter Number: 003A00034551

Tariff Schedule Applicable to
Resale of IntraLata & InterLata

Telecommunications Services Furnished by
Worldnet Communications of New York, Inc.
Between Points Within the State of Florida

Issued: September 10, 2003

Effective date: _____

William M. Kelly, Jr., President
Worldnet Communications of New York, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214

CHECK SHEET

Sheets 1 through (27) inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

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William M. Kelly, Jr., President
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1 GENERAL

1.1 EXPLANATION OF SYMBOLS

- (D) – Delete or Discontinue
- (I) – Change resulting in an increase to a Customer's bill
- (M) – Moved from another tariff location
- (N) – New
- (R) – Change resulting in a reduction to a Customer's bill
- (T) – Change in text or regulation but no change to rate or charge

1.2 APPLICATION OF THE TARIFF

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in Florida. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to businesses such as Hospitals, Colleges, and other similar institutions and their patients and students where facilities permit.
- 1.2.3 The Company's service territory is all of the state of Florida

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TARIFF FORMAT SHEETS

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

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

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

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

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

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1 - GENERAL (cont'd)

1.3 DEFINITIONS

- 1.3.1 "Automatic Number Identification" ("ANI") is a system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes.
- 1.3.2 "Carrier," "Company" or "Utility" refers to Worldnet Communications of New York, Inc.
- 1.3.3 "College" is an establishment for higher education authorized to confer degrees where lodging for the students is maintained on the premises. For the purpose of this Tariff, the Term "College" shall also include other schools and similar institutions such as BOCES.
- 1.3.4 "Commission" means the Public Service Commission of Florida.
- 1.3.5 "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.6 "Customer" means any Hospital, College, Individual Customer,, firm, corporation, or governmental entity who has applied for and is granted service from the Company pursuant to this Tariff or who is responsible for payment of service to the Company pursuant to this Tariff.
- 1.3.7 "Hospital" means public or private health and medical care institutions that provide health care and related services to patients, including but not limited to, hospitals, rehabilitation centers and institutions, and nursing homes.
- 1.3.8 "Individual Customer" means any patient in a Hospital or other similar institution, or a student in a College or other similar institution and is an individual person rather than a corporation, governmental entity, firm, Hospital or College.
- 1.3.9 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.10 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

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William M. Kelly, Jr., President
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2 RULES AND REGULATIONS

2.1 UNDERTAKING OF THE COMPANY – The furnishing of long distance (InterLata and/or IntraLata) communications services on a resale basis between points within the state of Florida.

2.1.1 In furnishing facilities and service,

2.1.1.1 The Company does not undertake to transmit messages, but furnishes the use of its facilities to its Customers for communications.

2.1.1.2 The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights to obtain and maintenance the necessary services, circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the hospitals and other similar institutions where service is or will be provided to the Customer; or (c) to secure reimbursement of all costs where the owner or operator of a Hospital or other similar institution or College demands relocation or rearrangement of plant and facilities used in providing service therein.

2.1.1.3 The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service, or would result in service degradation to the Company's other Customers.

2.1.1.4 The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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William M. Kelly, Jr., President
Worldnet Communications of New York, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214

2 - RULES AND REGULATIONS (cont'd)

2.2 OBLIGATIONS OF THE CUSTOMER

2.2.1 The Customer shall be responsible for:

- 2.2.1.1 The payment of all applicable charges pursuant to this tariff;
- 2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations, or by fire or theft or other casualty on the Customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the Customer's premises.
- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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William M. Kelly, Jr., President
Worldnet Communications of New York, Inc.
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Syracuse, New York 13214

2 - RULES AND REGULATIONS (cont'd)

OBLIGATIONS OF THE CUSTOMER (cont'd)

- 2.2.2 With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
- 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
 - 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer.
- 2.2.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

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Worldnet Communications of New York, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214

2 - RULES AND REGULATIONS (cont'd)

2.3 LIABILITY OF THE COMPANY

2.3.1 In view of the fact that the Customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

2.3.2 Service Irregularities

2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier to provide services pursuant to this Tariff to the Customer; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.

2.3.3 Claims of Misuse of Service

2.3.3.1 The Company shall be indemnified and saved harmless by the Customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the Customer with facilities of the Company; and against all other claims arising out of any act or omission of the Customer in connection with the services and facilities provided by the Company.

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William M. Kelly, Jr., President
Worldnet Communications of New York, Inc.
5792 Widewaters Pkwy
Syracuse, New York 13214

2 - RULES AND REGULATIONS (cont'd)

LIABILITY OF THE COMPANY (cont'd)

2.3.3.2 The Company does not require indemnification from the Customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the Customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

2.3.6 Warranties

2.3.6.1 The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those set forth herein.

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William M. Kelly, Jr., President
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Syracuse, New York 13214

2 - RULES AND REGULATIONS (cont'd)

LIABILITY OF THE COMPANY (cont'd)

2.3.6.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

2.3.7 Limitations of Liability

2.3.7.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.4 APPLICATION FOR SERVICE

2.4.1 Minimum Contract Period

2.4.1.1 Except as otherwise provided, the minimum period is one month for all services furnished to students in College. For patients in a Hospital, there is no minimum contract period. For services to any other Customer, the minimum contract period will be set forth in a written agreement with such Customer. However, if a new Customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the Customer's account without a record keeping or service ordering charge. The Customer nonetheless shall be responsible for all monthly usage and any installation charges incurred by Hospital, Colleges or other similar institutions for the use of such service and equipment. The Company does not charge any Individual Customers any cancellation fee or any minimum amounts and only charges Individual Customers for their actual usage.

2.4.1.2 The Company may require a minimum contract period longer than the period set forth in 2.4.1.1 for Customers that are Hospital, Colleges, or other similar institutions and are not Individual Customers in connection with any special arrangements of equipment as agreed to in writing as necessary to meet special demands for service.

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William M. Kelly, Jr., President
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5792 Widewaters Pkwy
Syracuse, New York 13214

2 - RULES AND REGULATIONS (cont'd)

APPLICATION FOR SERVICE (cont'd)

2.4.2 Cancellation of Service

2.4.2.1 Where the Customer cancels an order for service prior to the start of the installation or order of special facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the installation. The Company does not perform special construction. This provision is only for contract Customers, such as Hospitals and Colleges and applies to the cancellation terms as described in their contract.

2.4.2.2 Installation of Facilities or Equipment— If Company agrees to provide any Hospital, College or similar institution with facilities or equipment other than long distance services on a resale basis, the terms and conditions and charges, including but not limited to cancellation charges, related thereto will be set forth in a written contract signed by the Company and the Customer. The Company does not provide any special facilities or equipment to Individual Customers.

2.5 PAYMENT FOR SERVICE

2.5.1 Service will be billed through third party billing agents and credit card companies, including LECS or directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the Customer's bill. Service will continue to be provided until canceled by the Customer or discontinued by the Company as set forth in Section 2.14 of this tariff.

2.5.2 The Customer is responsible for payment of all charges for service furnished to the Customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. Any fixed monthly and/or nonrecurring charges for services ordered by a Hospital, College or other similar institution will be also be billed monthly.

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William M. Kelly, Jr., President
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Syracuse, New York 13214

2 - RULES AND REGULATIONS (cont'd)

PAYMENT FOR SERVICE (cont'd)

- 2.5.3 The Company reserves the right to require from a Hospital, College or other similar institution that applies for service from the Company advance payments of any fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. The advance payment will be applied to any indebtedness for the facilities or equipment for which the advance payment is made on the Customer's initial bill.

Advanced payments for installation and/or facilities or equipment, costs will be credited on the first bill in their entirety.

Advanced payments will be done on an Individual Case Basis ("ICB") as described in section 3.3.1 of this tariff. The advanced payments will be per the terms of the contract for a Customer, such as a Hospital, College or similar institution. This provision does not apply to an Individual Customer.

- 2.5.4 If the Company provides service to a Hospital, College or similar institution under a written term plan (1,3,5 years, etc.) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the Customer, then the Customer shall be notified 60 days in advance of the Customer's current contract expiration date.

2.6 CUSTOMER DEPOSITS

- 2.6.1 Worldnet Communications of New York, Inc. does not collect Customer deposits.

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Effective date: _____

William M. Kelly, Jr., President
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5792 Widewaters Pkwy
Syracuse, New York 13214

2 - RULES AND REGULATIONS (cont'd)

2.7 LATE PAYMENT CHARGES

- 2.7.1 Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the Customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, including arrears and unpaid late payment charges.
- 2.7.2 Any charges that are disputed in good faith by a Customer shall not be subject to late payment charges regardless of the outcome of the dispute. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- 2.7.3 Late payment charges do not apply to final accounts.

2.8 CUSTOMER COMPLAINTS AND BILLING DISPUTES

- 2.8.1 Customers may notify the Company of billing or other disputes either orally or in writing to Worldnet Communications of New York, Inc. 5792 Widewaters Pkwy. Syracuse, New York 13214; telephone (800) 889-6717. Customers shall report any such disputes to the Company as promptly as possible under the circumstances. If objection results in a refund to the Customer, such refund will be with interest at the applicable late payment rate, if any, for the service classification under which the Customer was billed. Interest will be paid from the date when the Customer overpayment was made, adjusted for any changes in late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on Customer overpayments that are refunded within 30 days after the overpayment is received by the Company.
- 2.8.2 Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the Customer to the Public Service Commission of Florida, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0866; telephone (850) 413-6100 or (800) 342-3552.

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2 - RULES AND REGULATIONS (cont'd)

CUSTOMER COMPLAINTS AND BILLING DISPUTES (cont'd)

- 2.8.3 The Company will not collect attorney fees or court costs from Customers unless sued in a court of competent jurisdiction and the Company prevails.

2.9 ALLOWANCE FOR INTERRUPTIONS IN SERVICE

- 2.9.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service.

- 2.9.1.1 Interruptions in service, which are not due to: (a) the negligence of, or non-compliance with the provisions of this Tariff by the Customer, (b) the operation or malfunction of the facilities, power, or equipment provided by the Customer, (c) the negligence of, or non-compliance with any applicable agreements or tariffs applicable to third parties that provide circuits, facilities or services to the Company that are required for the Company to provide services or facilities to the Customer, or (d) the negligence of, or non-compliance by Hospitals and Colleges with the applicable agreements, rules or regulations applicable to Hospitals and Colleges, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished directly by the Company under this Tariff except as provided above.

2.9.2 Credit for Interruptions

- 2.9.2.1 An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

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2 - RULES AND REGULATIONS (cont'd)

ALLOWANCE FOR INTERRUPTIONS IN SERVICE (cont'd)

- 2.9.2.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- 2.9.2.3 A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
- 2.9.2.3.A. if interruption continues for less than 24 hours, the lessor of a pro-rata amount calculated by the actual minutes of the interruption and the duration of the service provided to a patient or student in a Hospital or College, and the following:
- 2.9.2.3.A.1 1/30th of the monthly rate if it is the first interruption in the same billing period.
- 2.9.2.3.A.2 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.
- 2.9.2.3.B if interruption continues for more than 24 hours, the lessor of a pro-rata amount calculated by the actual minutes of the interruption and the duration of the service provided to a patient or student in a Hospital or College, and the following:
- 2.9.2.3.B.1 if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.
- 2.9.2.3.B.2 for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions

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2 - RULES AND REGULATIONS (cont'd)

ALLOWANCE FOR INTERRUPTIONS IN SERVICE (cont'd)

2.9.2.3.C Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption

2.9.2.4 Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

2.9.2.5 "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

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2 - RULES AND REGULATIONS (cont'd)

ALLOWANCE FOR INTERRUPTIONS IN SERVICE (cont'd)

2.9.3 Limitations on Credit Allowances

No credit allowance will be made for:

- 2.9.3.1 interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities, or any Hospital or College;
- 2.9.3.2 interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- 2.9.3.3 interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 2.9.3.4 interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- 2.9.3.5 interruptions of service due to circumstances or causes beyond the control of the Company.

2.10 TAXES AND FEES

- 2.10.1 All state and local taxes and fees shall be listed as separate line items on the Customer's bill.
- 2.10.2 If a municipality, other political subdivision or local agency of government, or the 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.

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2 - RULES AND REGULATIONS (cont'd)

TAXES AND FEES(cont'd)

2.10.3 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.

2.11 RETURN CHECK CHARGE

2.11.1 The charge for a returned check or payment authorized by credit card that is subsequently declined for payment by the credit card company is \$25

2.12 DIRECTORY ASSISTANCE CALL ALLOWANCE

2.12.1 The Company does not provide Directory Assistance. Customers reach the Company's services only by calling the Company directly.

2.13 SPECIAL CUSTOMER ARRANGEMENTS

2.13.1 In cases where a Customer that is a Hospital, College or other similar institution requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements, and agreed to in writing signed by the Company and the Hospital, College, or other similar institution.

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2 - RULES AND REGULATIONS (cont'd)

2.14 TERMINATION OF SERVICE AND PROHIBITIONS ON USE

2.14.1 Denial or Disconnection of Service and Restoration

2.14.1.1 The Company may discontinue service to any Customer provided it has notified the Customer of its intent, in writing, via First Class U.S. Mail, 15 days prior to discontinuing the service and followed by a second written notice 5 days prior to the actual discontinuance of the service. Service may be discontinued for non-payment, or violations of this tariff or any applicable federal, state or local laws, rules, regulations, policies or procedures in accordance with the rules of the Florida Public Service Commission.

2.14.2. No Customer shall use the Company services in violation of the Company's tariff, or any applicable state or federal laws, rules and regulations, or the rules, regulations, policy and procedures of the Commission, including but not limited to any prohibitions on gambling.

2.14.3 No Customer shall use any equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others. No Customer shall tamper with equipment or facilities of the Company. No Customer shall use any equipment of Company services in violation of any applicable federal, state or local laws. No Customer shall use Company services in a manner that causes hazardous signals to be transmitted over Company's facilities.

2.14.4 Service shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

2.14.5 Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other Customers. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

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2 - RULES AND REGULATIONS (cont'd)

TERMINATION OF SERVICE AND PROHIBITIONS ON USE (cont'd)

2.14.6 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.15 INCOMPLETE CALLS

2.15.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the Customer notifies the Company of the error.

2.16 CUSTOMER OVERPAYMENTS

2.16.1 The Company will provide reimbursement on Customer overpayments. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The Customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the Customer, credit for the amount will be provided on the next regular Company bill.

2.17 RESERVED FOR FUTURE USE

2.18 RESERVED FOR FUTURE USE

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2 - RULES AND REGULATIONS (cont'd)

2.20 AUTOMATIC NUMBER IDENTIFICATION

2.20.1 The Company verifies Automatic Number Identification (ANI) associated with an intrastate service for any customer that obtains services from the Company. The Company uses ANY information only under the following terms and conditions:

2.20.1.1 The Company or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.

2.20.1.2 The Company or any telephone subscriber with whom the ANI recipient has an established customer relationship may offer the customer a product or service that is directly related to products or service previously purchased by the telephone subscriber.

2.20.1.3 The Company does not use ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless it obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, the Company may not utilize ANI information if prohibited elsewhere by law.

2.20.1.4 The Company does not resell, or otherwise disclosing ANI information to any other third party for any use other than as provided in this tariff, unless it obtains the prior written consent of the subscriber permitting such resale or disclosure.

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3 DESCRIPTION OF SERVICES

3.1 Trial Services

- 3.1.1 Subject to prior Commission approval, the Company may offer new services, not otherwise tariffed, from time to time on a trial basis. Unless otherwise approved in advance by the Commission, such trials will be limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

3.2 Promotional Offerings

- 3.2.1 The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to prior Commission approval.

3.3 Individual Case Basis ("ICB") Offerings

- 3.3.1 The tariff may not specify the price of a service in the tariff as "ICB". The Company may or may not have an equivalent service in its tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a Customer that is a Hospital, College or other similar institution and is not an Individual Customer, and the contract filed (can be under seal) with the Commission. All Customers other than Individual Customers have non-discriminatory access to requesting the service under an ICB rate. The Company does not enter into ICBs with Individual Customers.

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4 RATES AND CHARGES

4.1 Timing of calls

- 4.1.1 Timing of calls begins when the call is answered at the called station. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.
- 4.1.2 Unless otherwise indicated, all calls are timed in one minute increments and all calls which are fractions of a minute are rounded up to the next whole minute
- 4.1.3 For Station to Station calls, call timing begins when a connection is established between the calling telephone and the called telephone Station.
- 4.1.4 For person to person calls, call timing begins when connection is established between the calling person and the particular person, Station or mobile unit specified or an agreed alternate.
- 4.1.5 Call timing ends when the calling Station "hangs up," thereby releasing the network connection. If the called Station "hangs up" but the calling Station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network.
- 4.1.6 There is no variation in call rates based on time of day or day of week.

4.2 Calculation of Rates

- 4.2.1 Rates are based on the duration of the call as measured according to Section 4.1
- 4.2.2 IntraLATA toll service is furnished for communication between telephones in different local calling areas within a particular LATA in accordance with the regulations and schedules of charges specified in this tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff.

IntraLATA toll calling includes the following types of calls: direct dialed, calling card, collect, 3rd number billing, special toll billing, requests to notify of time and charges, person to person calling and other Station to Station calls.

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4 – RATES AND CHARGES (cont'd)

4.3 Rates

4.3.1 IntraState Rates

Plan	First Minute	Each Additional Minute
A	\$ 1.95	\$.25
B	\$1.95	\$.35
C	\$2.45	\$.35
D	\$2.45	\$.45

4.3.2 Restoral Charge - A restoral charge as follows applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service

4.3.2.1 Business Restoral Charge \$95.00

4.3.2.2 Patient-Student Restoral Charge - At this time the Company does not require payment of restoral charges by patients in Hospitals or students in Colleges. In the event the Company decides to impose such a restoral charge, the Company will modify this tariff in accordance with the rules and regulations of the Commission.

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4 – RATES AND CHARGES (cont'd)

RATES (cont'd)

4.3.3 Moves, Adds & Changes - The Customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: Change - including rearrangement or reclassification - of existing service at the same location.

4.3.3.1 Move Charge – Per Order \$40.00

4.3.3.2 Add Charge – Per Order \$40.00

4.3.3.3 Change Charge – Per Order \$40.00

4.3.4 Charge Associated with Premise Visit – Other than for Individual Customers, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

4.3.4.1 Trouble Isolation Charge \$85.00

4.3.4.2 At this time, the Company does not charge a trouble isolation charge to Individual Customers. In the event the Company decides to impose a trouble isolation charge for Individual Customers, the Company will revise this tariff in accordance with the Commission's rules and regulations.

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