



ORIGINAL

030973-TT

210 N. Park Ave.  
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32789

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Tel: 407-740-8575  
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October 7, 2003  
**Via Overnight Delivery**

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

RECEIVED-FPSC  
03 OCT -8 AM 9:56  
COMMISSION  
CLERK

RE: IXC Registration Form for **Network PTS, Inc.**

Dear Ms. Bayo:

Enclosed for filing are the original and six (6) copies of the above-referenced registration and proposed tariff filed on behalf of Network PTS, Inc. The Company respectfully requests the earliest possible effective date for this filing.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope. I may be reached at (407) 740-8575 or via email at [mbyrnes@tminc.com](mailto:mbyrnes@tminc.com) with any questions, comments or correspondence regarding this application. Thank you for your assistance.

Sincerely,

Monique Byrnes, Consultant to  
Network PTS, Inc.

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TH  
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Enclosures

MB/mg

cc: M.Rossi - Network PTS  
file: Network PTS - FL  
tms: 7083Pl00300

Original Tariff forwarded  
to CUP.

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DOCUMENT NUMBER-DATE

09745 OCT-88

FPSC-COMMISSION CLERK

## IXC REGISTRATION FORM

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**Company Name:** Network PTS, Inc.

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**Florida Secretary of State Registration No.:** F03000004780

**Fictitious Name(s) as filed at Fla. Sec. of State:** Not Applicable

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**Company Mailing Name:** Network PTS, Inc.

**Mailing Address:** 14472 Wicks Boulevard  
San Leandro, California 94577

**Web Address:** [www.pts@jaroht-pts.com](http://www.pts@jaroht-pts.com)

**Physical Address:** 14472 Wicks Boulevard  
San Leandro, California 94577

**Company Liaison:** Michael Rossi  
**Title:** Director of Business Development

**Phone:** 510-347-3661

**Fax:** 510-618-1247

**E-mail address:** [miker@jaroht-pts.com](mailto:miker@jaroht-pts.com)

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**Consumer Liaison:** Monique Byrnes

**Title:** Consultant

**Company Name:** Technologies Management, Inc.

**Address:** 210 N. Park Avenue, Winter Park, Florida 32789

**Phone:** 407-740-8575

**Fax:** 407-740-0613

**E-mail address:** [mbyrnes@tminc.com](mailto:mbyrnes@tminc.com)

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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.

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Signature of Company Representative

  
Michael Zumbo, President

Date

10/1/03

Effective: 07/15/03

**Network PTS, Inc.**

**Attachment I**

Proposed Tariff

**TARIFF**

**OPERATOR ASSISTED**

**RESALE TELECOMMUNICATIONS SERVICES**

This tariff applies to Operator Assisted Resale Telecommunications Services furnished by Network PTS, Inc. ("Network PTS") between one or more points in the State of Florida. This tariff is on file with the Florida Public Service Commission. Copies may be inspected, during normal business hours at the Company's office located at 14472 Wicks Boulevard, San Leandro, California 34577.

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Issued: 10/08/03  
By:

Michael Zumbo, President  
14472 Wicks Boulevard  
San Leandro, California 94577

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**CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. 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.

<b>PAGE</b>	<b>REVISION</b>		<b>PAGE</b>	<b>REVISION</b>	
1	Original	*	21	Original	*
2	Original	*	22	Original	*
3	Original	*	23	Original	*
4	Original	*	24	Original	*
5	Original	*	25	Original	*
6	Original	*	26	Original	*
7	Original	*			
8	Original	*			
9	Original	*			
10	Original	*			
11	Original	*			
12	Original	*			
13	Original	*			
14	Original	*			
15	Original	*			
16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			

\* - indicates those pages included with this filing.

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### SYMBOLS

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

- (D) - Delete or Discontinue
- (I) - Change Resulting in an Increase to a Customer's Bill
- (M) - Moved from another Tariff Location
- (N) - New
- (R) - Change Resulting in a Reduction to a Customer's Bill
- (T) - Change in Text or Regulation but no Change in Rate or Charge

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the above-mentioned symbols.

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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 I - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line** - An arrangement which connects the Customer's telephone to a Network PTS' designated switching center or point-of-presence.

**Account Code** - A numerical code, assigned to the Customer, to enable the Company to identify use of a service offering by the Customer and to bill the use of that service offering by the Customer. Multiple Account Codes may be assigned to the Customer to identify individual users or groups of users.

**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

**Calling Card** - A billing arrangement whereby the originating caller may bill the charges for a call to an approved LEC-issued calling card. The terms and conditions of the local exchange carrier apply to payment arrangements.

**Commission** - Refers to the Florida Public Service Commission.

**Company or Carrier** - Refers to Network PTS, Inc., unless otherwise clearly indicated by the context.

**Customer** - A person, firm, partnership, corporation or other entity which arranges for the Carrier 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 I - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**End User** - Any person, firm, partnership, corporation or other entity that uses the service of the Company under the terms and conditions of this tariff. The End User is responsible for payment unless the charges for the service utilized are paid by the 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 pre-subscribe their telephone line(s) to their preferred interexchange carrier.

**Initial and Additional Period** - The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

**LATA** - Local Area of Transport and Access.

**Network PTS** - Refers to Network PTS, Inc., unless otherwise clearly indicated by the context.

**Operator Assisted Calls** - Calls requiring assistance for completion usually by dialing 0+ (area code) + (exchange) + (line number) - or by "0" dialing or "00" with all subsequent dialing being performed by Operator Services. The following are examples of calls normally placed in this manner:

**Operator Dialed Surcharge** - A charge which applies to operator assisted calls in addition to any other applicable service charge when the caller has the capability of dialing the billing number and/or the destination telephone number, but chooses to have the operator dial the number instead.

**Operator Station Call** - A service whereby the originating Customer uses the assistance of an operator to place or bill the call. Calls may be billed collect or to a telephone Company issued Calling Card, to an authorized commercial Credit Card, to a Company Travel Card, or to a Third Party. This category does not include calls placed on a Person-to-Person basis.

**Person-to-Person Call** - A service whereby the person originating the call specifies to the Company operator a particular party to be reached. The Party may be an individual person, a particular mobile station, a particular station, room number, department or office to be reached through a PBX attendant.

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**SECTION I - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**Subscriber** - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

**Terminal Equipment** - Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

**Third Party Billing** - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

**V & H Coordinates** - Geographic points that 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 is used for the purpose of rating calls.

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of Network PTS, Inc.**

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

Network PTS installs, operates, and maintains the communications services provided hereunder in accordance with the terms and conditions set forth under this rate sheet. Network PTS may act as the Customer's agent for ordering access connection facilities provided by other entities, when authorized by the Customer, to allow connection of a Customer's location to the Network PTS network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

**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 or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

**2.2.3** 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.

**2.2.4** Service may be used for any lawful purpose for which it is technically suited. Customers reselling Network PTS' Florida intrastate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

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

**2.3 Limitations**

- 2.3.1** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.3.2** Network PTS reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the 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** All facilities provided under this tariff are directly or indirectly controlled by Network PTS and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.3.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.3.6** Network PTS reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Liabilities of the Company**

- 2.4.1** The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, 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.
- 2.4.2** Network PTS shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action of request of the U.S. Government, or any other government, including state and local governments having jurisdiction over Network PTS or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.

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

**2.4 Liabilities of the Company, (Cont'd.)**

- 2.4.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.4.4** Network PTS shall be indemnified and held harmless by the Customer and Subscriber from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmittal by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Subscriber relating to the use of the Company's facilities.
- 2.4.5** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. 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's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

**2.6 Installation and Termination**

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

**2.7 Interconnection**

Service furnished by Network PTS may be connected with the services or facilities of other carriers. Such service or facilities, if used, 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 Network PTS' service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

**2.8 Deposits**

The Company does not collect deposits.

**2.9 Advance Payments**

The Company does not collect advance payments.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.10 Return Check Charge**

A return check charge of \$25 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50, \$30 if the face value does exceed \$50 but does not exceed \$300, \$40 if the face value exceeds \$300 or 5% of the value of the check, whichever is greater.

**2.11 Late Payment Charge**

All bills are due upon receipt. Any bill outstanding and unpaid more than thirty (30) days after the date the bill is postmarked, shall be considered past due. A late payment fee of 1.5% per month will be applied to any past due balance.

**2.12 Billing and Payment for Service****2.12.1 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:

- A. any delegation of authority resulting in the use of his or her communications equipment and/or Network PTS' services which result in the placement of calls via the Company;
- B. any and all use of the services provided by the Company, including calls which the Customer did not individually authorize;
- C. any calls placed by or through the Customer's equipment via any remote access feature(s);

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.12 Billing and Payment for Service, (Cont'd.)**

**2.12.2** The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. This includes payment for calls or services originated at the Customer's number(s) or incurred at the specific request of the Customer.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules or regulatory agencies having jurisdiction. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customer bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

**2.12.3 Disputed Charges**

- A.** 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.
- B.** Late payment fees will not be applied during the period when a bill is disputed regardless of the outcome of the dispute.
- C.** Customers may contact the Company's business office at the following toll free number: 1-888-420-6700.
- D.** 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 32399-0870

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.13 Refusal or Discontinuance by Company**

- 2.13.1** Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. Network PTS will restore services as soon as it can be provided without undue risk, and will, upon request by the Customer, assign new authorization codes to replace ones that have been deactivated.
- 2.13.2** The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) working days written 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 Network PTS or its agents for the purpose of inspection and maintenance of equipment owned by Network PTS or its agents.
  - E.** With five (5) working days written notice for noncompliance with or violation of Commission regulation or Network PTS' 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 Network PTS' equipment or service to others.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.13 Refusal or Discontinuance by Company, (Cont'd.)****2.13.2 (Cont'd.)**

- G.** Without notice in the event of tampering with the equipment or services owned by Network PTS 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, Network PTS 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 that prohibits Company from furnishing such services.

**2.14 Cancellation by Customer**

Customers may cancel service at any time, either verbally or in writing. Customers are responsible for all charges up through the actual disconnect date. Charges may be avoided by dialing another carrier's access code.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.15 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. 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, 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 and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

**2.16 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

**2.17 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services.

**2.18 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. Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

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

**2.19 Other Rules**

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities of NXX exchanges, or by blocking calls using certain Personal Account Codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

**2.20 Taxes**

All federal, state and local taxes, including but not limited to federal excise tax, state gross receipts taxes, sales taxes, and municipal utilities taxes are listed as separate line items on the customers bill.

**2.21 Miscellaneous Rates and Charges**

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access Network PTS' service.

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

**3.1 General**

Network PTS will provide operator-assisted services for communications originating and terminating within the State of Florida under terms of this tariff.

**3.2 Timing of Calls**

**3.2.1** Timing for all calls begins when the called party answers the call (i.e. when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

**3.2.2** Chargeable time for all calls ends when either one of the parties disconnects from the call.

**3.2.3** The minimum call duration and additional billing increments are specified on a per product basis in this section of the tariff.

**3.2.4** The company will not bill for incomplete calls.

**3.3 Holidays**

The Company does not offer rate discounts for calls placed on state or federal holidays.

**3.4 Rate Periods**

The Company does not rate calls based on time of day.

**3.5 Calculation of Distance**

The Company does not rate calls based on distance.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.6 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's 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 SERVICES, (CONT'D.)**

**3.7 Operator Assisted Service**

The Company provides the Customer operated assisted Services to aggregator locations on a per call service charge basis. In addition to the per call service charge, mileage-sensitive usage rates apply. The Company's operator services are accessible on a twenty-four (24) hour per day, seven (7) days per week basis.

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

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

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

Operator Station - These charges apply in addition to long distance 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.

Person-to-Person - This charge applies in addition to long distance 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 3 - DESCRIPTION OF SERVICES, (CONT'D.)**

**3.8 Directory Assistance**

A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Two (2) 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 a requested telephone number.

**3.9 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. Carrier will engineer its switching systems on the basis that ninety-nine percent (99%) of the customers accessing their system will be served during the busy hour.

**3.10 Non-Subscriber Service Charge**

A Non-subscriber Service Charge is applicable to operator assisted calls billed to residential lines which are presubscribed to an interexchange carrier other than the Company, or not presubscribed to any interexchange carrier. This charge is in addition to the applicable initial period charges and in addition to any applicable service charges for operator handled calls.

The Non-subscriber Service Charge does not apply to calling card calls, intraLATA calls, calls to Directory Assistance, toll free or 900 numbers, ship-to-shore service or Telecommunications Relay Service.

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**SECTION 4 - RATES**

**4.1 Public Telephone Surcharge**

Per Call Charge: \$0.47

**4.2 Operator Assisted Service**

**4.2.1 IntraLATA / InterLATA Usage Rates:**

All Mileage Bands  
All Times of Day

Rate Per Call: \$0.30

**4.2.2 Per Call Operator Service Charges:**

Person-to-Person: \$3.25  
All Other: \$1.75

**4.3 Directory Assistance**

Rates Per Call: \$1.25

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**SECTION 4 - RATES, (CONT'D.)****4.4 Exemptions and Special Rates****4.4.1 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.

**4.4.2 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.)****4.4 Exemptions and Special Rates, (Cont'd.)****4.4.3 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.

**4.4.4 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 handicapped Customers.

**4.5 Promotions - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

**4.6 Demonstration of Calls**

From time to time the Company shall demonstrate service by providing free test calls of up to four (4) minutes duration over its network.

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**SECTION 4 - RATES, (CONT'D.)**

**4.7 General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six (6) months after the initial offering to the first contract Customer for any given set of terms. All contract services are subject to the review of the Commission.

**4.8 Non-Subscriber Service Charge**

Per Charge Call: \$2.50

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