

ORIGINAL
Visiology, Inc.

031021-TT

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October 29, 2003

Blanca S. Bayo
Commission Clerk, Administrative Services Director
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

RECEIVED FPSC
OCT 30 AM 11:14
COMMISSION
CLERK

Re: Interexchange Carrier Registration
Equivoice, LLC

Dear Ms. Bayo:

Enclosed for filing are the original and three (3) copies of the registration and initial tariff of Equivoice, LLC as a telecommunications interexchange carrier.

Please date-stamp and return the extra copy of the transmittal letter provided as proof of filing. An envelope with the return address and the appropriate postage is attached for this purpose. **Inquiries regarding this filing should be referred to me at (205) 330-1703.** Your assistance in this matter is greatly appreciated.

Sincerely,



Bobbi Ferguson
Consultant To Equivoice, LLC

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Enclosures

Original Tariff forwarded to CLP.

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IXC REGISTRATION FORM

Company Name Equivoice, L.L.C.

Florida Secretary of State Registration No. MO3000003187

Fictitious Name(s) as filed at Fla. Sec. of State _____

Company Mailing Name Equivoice, L.L.C.

Mailing Address P.O. BOX 7300
Algonquin, IL 60102

Web Address N/A

E-mail Address N/A

Physical Address 200 Harrison Street, Suite 105
Algonquin, IL 60102

Company Liaison Richard Pierce

Title Managing Member

Phone 847-429-1700

Fax 847-429-1729

E-mail address richard@equivoice.com

Consumer Liaison Laura Wutzen

Title Office Manager

Address PO Box 7300, Algonquin, IL 60102

Phone 847-429-1700

Fax 847-429-1729

E-mail address laura@equivoice.com

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

Richard Pierce
Printed/Typed Name of Representative

10-06-03
Date

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of long distance telecommunications services provided by Equivoice, LLC with principal offices at 200 Harrison Street, Suite 105, Algonquin, IL 60102. This tariff applies to services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issue Date: October 29, 2003

Effective Date: October 30, 2003

by:

Richard Pierce, Managing Partner
200 Harrison Street, Suite 105
Algonquin, IL 60102

Check Sheet

Sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).
Original and revised sheets as named below comprise all changes from the original Tariff.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	36	Original	60	Original
2	Original	37	Original	61	Original
3	Original	38	Original	62	Original
4	Original	39	Original	63	Original
5	Original	40	Original	64	Original
6	Original	41	Original	65	Original
7	Original	42	Original	66	Original
8	Original	43	Original	67	Original
9	Original	44	Original	68	Original
10	Original	45	Original	69	Original
11	Original	46	Original	70	Original
12	Original	47	Original	71	Original
13	Original	48	Original	72	Original
14	Original	49	Original		
15	Original	50	Original		
16	Original	51	Original		
17	Original	52	Original		
18	Original	53	Original		
19	Original	54	Original		
20	Original	55	Original		
31	Original	56	Original		
32	Original	57	Original		
33	Original	58	Original		
34	Original	59	Original		
35	Original				

* New or Revised Pages

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by: Richard Pierce, Managing Partner
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Algonquin, IL 60102

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CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

None

SYMBOLS

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

- D - To signify discontinued rate or regulation
- I - To signify increase
- M - To signify matter relocated
- N - To signify new rate or regulation
- R - To signify reduction
- T - To signify a change in text or regulation but no change in rate
- Z - To signify correction.

by:

Richard Pierce, Managing Partner
200 Harrison Street, Suite 105
Algonquin, IL 60102

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.

- C. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.
 - 2.1
 - 2.1.1
 - 2.1.1(A)
 - 2.1.1(A).1
 - 2.1.1(A).1.a

- D. Check Page - When a filing is made with the Commission, an updated Check Page accompanies the filing. The Check Page lists the pages contained in the Tariff, with a cross-reference to the current revision number. When new pages are added, the Check Page is changed to reflect the revision.

by:

Richard Pierce, Managing Partner
200 Harrison Street, Suite 105
Algonquin, IL 60102

SECTION 1 - TECHNICAL TERMS AND ABBREVIATION

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

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

Account Code: An Account Code is a code consisting of two or more digits, which is available to Customers to identify individual users and thereby allocate the cost of long distance Service.

Alternate Access: Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special tariff rates if permitted by applicable governmental rules.

ANI: ANI stands for Automatic Number Identification.

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

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

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

Average Total Usage: Average Total Usage is calculated by averaging the most recent three months' interstate, intrastate, and international minutes of use for all ANIs, circuit numbers, or trunk numbers to be provisioned via a Service offered by the Company. For Customers with multiple locations, the minutes of use for all locations will be included in the calculation to determine the Average Total Usage.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATION

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

CAP: CAP is an acronym for Competitive Access Provider, which is any provider of Local Access service other than the Local Exchange Carrier.

Channel or Circuit: A Channel or Circuit is a dedicated communications path between two or more points having a bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

CLEC: CLEC stands for Competitive Local Exchange Carrier.

Company: Company refers to Equinox International, LLC.

Commission: Commission refers to the Florida Public Service Commission.

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATION

Customer Premise(s) / Customer's Premise(s): Customer Premise(s)/ Customer's Premise(s) locations are designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

Dedicated Access: Dedicated Access is dedicated Local Access between the Customer's Premises or serving wire center and the POP of the DUC selected by the Company for origination and/or termination of calls. This is also referred to as special access.

DUC: DUC is an acronym for Designated Underlying Carrier.

Exemption Certificate: An Exemption Certification is a written notification wherein the Customer certifies that its dedicated facility should be exempted from the monthly special access surcharge because, for example, the facility is associated with a Switched Access Service that is subject to carrier common line charges.

Installation: Installation means the connection of a Circuit, Dedicated Access line, or port, for new, changed or additional Service.

IXC: IXC stands for Interexchange Carrier.

LATA: LATA stands for Local Access Transport Area, which is a geographic area established for the provision and administration of communications Service as provided for in the Modification of Final Judgment and any further modification thereto.

LEC: LEC is an acronym for Local Exchange Carrier which is the serving telephone company providing local Services to subscribers.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATION

Local Access: Local Access is the Service between a Customer's Premises and the designated POP of the DUC selected by the Company.

Local Access Provider: Local Access Provider is the entity providing Local Access.

Modification of Final Judgment: Modification of Final Judgment refers to the judicial opinion set forth at *United States vs. American Telephone & Telegraph Company*, 552 F. Supp. 131 (D.C. 1982).

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

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

PBX: PBX stands for Private Branch Exchange.

PIC: PIC stands for Primary IXC.

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

Reseller: Reseller denotes a Customer that resells the Service(s).

Restore: Restore means to make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the DUC(s) involved.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATION

Route Diversity: Route Diversity is providing two Channels, which are furnished partially, or entirely over two physically separate routes.

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

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

State: State refers to State of Florida.

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

Switched Services(s): Switched Services(s) are any Services other than private line services.

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

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Richard Pierce, Managing Partner
200 Harrison Street, Suite 105
Algonquin, IL 60102

SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

This Tariff contains the description, regulations, and rates applicable to intrastate telecommunications Service offered by the Company with principal offices at 200 Harrison Street, Suite 105, Elgin, IL 60123. Service is furnished for communications originating and terminating at points within the State under terms of this Tariff. The Company's Services are provisioned via the DUC. All of the Company Services are interstate Services. Intrastate Service is not provided on a stand-alone basis. Intrastate Service is offered in conjunction with the Company's interstate Tariff, Tariff F.C.C. No. 1. All Services are only available to Business Customers.

Issue Date: October 29, 2003

Effective Date: October 30, 2003

by:

Richard Pierce, Managing Partner
200 Harrison Street, Suite 105
Algonquin, IL 60102

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations Of Services

- 2.2.1 Services are offered subject to the availability of facilities and/or equipment from the DUC, the Company's ability to provision the order at the time the Applicant or Customer orders Service, and the provisions of this Tariff.
- 2.2.2 The Company reserves the right to discontinue offering Services without liability, or to limit the use of Services when necessitated by conditions beyond the Company's control, or when the Customer is using Services in violation of the law or of the provisions of this Tariff.
- 2.2.3 Prior written permission from the Company and approval pursuant to Section 2.14 are required before Customers may assign or transfer any Service. All regulations and conditions contained in this Tariff and all other applicable Service conditions will apply to all such permitted assignees or transferees.
- 2.2.4 Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, twenty four (24) hours per day. For the purposes of computing charges in this Tariff, a month is considered to have thirty (30) days.
- 2.2.5 Service will be provided until canceled by the Customer on not less than thirty (30) days' written notice from the date of postmark on the letter giving notice of cancellation.
- 2.2.6 Customer will not use the Company name or any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion or promotional material, or publication, contracts, or bills, etc. of the Customer without the express prior written approval of the Company.

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Richard Pierce, Managing Partner
200 Harrison Street, Suite 105
Algonquin, IL 60102

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations of Services (continued)

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

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

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations of Services (continued)

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

2.2.9 Any business Applicant or Business Customer is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment.

Issue Date: October 29, 2003

Effective Date: October 30, 2003

by:

Richard Pierce, Managing Partner
200 Harrison Street, Suite 105
Algonquin, IL 60102

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of the Company

2.3.1 Conditions under which the Company may, without notice, refuse or terminate Service without liability include but are not limited to::

- (A) Applicant or Customer provides the Company insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, or pre-arranged account code numbers; or
- (B) Applicant or Customer provides false information or refuses to provide information to the Company regarding their identity, address, or credit-worthiness; or
- (C) In the event that the Company or the DUC learn of possible fraudulent use of any of the Company's calling card Services, the Company will make an effort to contact the Customer, but Service may be terminated or blocked without notice and without liability to the Company; or
- (D) Customer's use of the service constitutes a violation of either the provisions of this Tariff, or of any laws, or government rules, regulations, or policies; or
- (E) Any order or decision of a court or other governmental authority prohibits the Company from offering such service; or
- (F) The Company deems such refusal or termination necessary to protect the Company or third parties against fraud, or to otherwise protect the Company's personnel, agents, or service; or

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200 Harrison Street, Suite 105
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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of the Company (continued)

2.3.1 (continued)

- (G) Customer's misuse of the DUC's network; or
- (H) Customer's use of the DUC's network for any fraudulent, unlawful, or criminal purpose; or
- (I) Customer or Applicant present an undue risk of nonpayment; or
- (J) Customer has suspected unauthorized or fraudulent use of Service; or
- (K) Customer's use of Service adversely affects the Service to other Customers; or
- (L) Customer is using the Service for purposes other than those described in this Tariff; or
- (M) If Customer refuses to allow Company reasonable access to the Customer's facilities to provision Service(s); or
- (N) If the Customer refuses to furnish information to the Company regarding its past or current use of common carrier communication Services or its planned use of Service(s).

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

- 2.3.2 In the event of emergency or threatened or actual disruption of Service to other Customers, the Company may temporarily restrict Service without notice and without incurring liability.
- 2.3.3 Conditions under which the Company may, with notice, refuse or terminate service without liability include, but are not limited to nonpayment of any sum due for telephone service provided hereunder, where Customer's charges remain unpaid more than five (5) days following notice of nonpayment from the Company. Notice will be deemed to be effective upon mailing of written notice, postage prepaid, to Customer's last known address.
- 2.3.4 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the Service(s) or facilities or equipment associated with such Service(s).
- 2.3.5 The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of Services when such defacement or damage is not the result of the Company's negligence. The Customer will indemnify and hold harmless the Company from any claim of the owner of the Customer's premises or other third party claims for such damages.
- 2.3.6 No agents or employees of the DUC, LEC, CLEC or CAP will be deemed to be agents or employees of the Company without written authorization.
- 2.3.7 The Company is not liable for any damages the Customer may incur as a result of the unlawful use or use by an unauthorized person of the Service(s).

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Richard Pierce, Managing Partner
200 Harrison Street, Suite 105
Algonquin, IL 60102

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.8 This Service is furnished subject to the conditions that there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of Service includes but is not limited to:

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

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.9 The Company's liability will be limited to that expressly assumed in Section 2.3 hereof. The Company will not be liable for any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder, absent a determination of willful misconduct by judicial or administrative proceedings. With respect to any Services provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and fitness for a particular purpose.

2.3.10 The Company may rely on LECs or other third parties for the performance of Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder will not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.11 The Company will be indemnified and held harmless by the Customer against:

- (A) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information, or other content transmitted via Services(s); or
- (B) Violation by Customer of any other literary, intellectual, artistic, dramatic, musical right, or other content transmitted by the Company; or
- (C) Violations by Customer of the right to privacy; or
- (D) Claims of patent infringement arising from combining or connecting Channels with equipment and systems of the Customer; or
- (E) Claims related to lost or stolen calling cards, except as described in Section 2.20; or
- (F) Any other claims whatsoever relating to or arising from message content or the transmission thereof; or
- (G) All other claims arising out of any act or omission of the Customer in connection with Services provided by the Company; or

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200 Harrison Street, Suite 105
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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.11 (continued)

- (H) All loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the Installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment where such Installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the Company's negligence or willful action; or
- (I) Defacement of, or damage to, the premises of a Customer resulting from the furnishing, Installation, and/or removal of Channel facilities or the attachment of instruments, equipment, and associated wiring on or from the Customer's Premises; or
- (J) Claims arising out of the use of Services or associated equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company.

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.12 Where the Company's 800 Service(s) is not made available on the date committed to the Customer, or cannot otherwise be made available after the Company's acceptance of the Customer's Service order, or the Customer is provided with a number or numbers other than the one(s) committed by the Company to the Customer, and any such failure or failures is due solely to the negligence of the Company, in such case the Company's liability, if any, will be limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of such failure or failures, or (b) the sum of \$1,000.00.

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

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.14 In the event parties other than Customer (e.g., Customer's customers) will have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold the Company and any affiliated or unaffiliated third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties.

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

2.3.16 The Company is not liable for:

- (A) Damages caused by the negligence or willful misconduct of the Customer; or
- (B) Any failure to provide or maintain Services under this Tariff due to circumstances beyond the Company's reasonable control; or
- (C) Any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Services provided hereunder, absent a determination of willful misconduct by the Company through judicial or administrative proceedings; or

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.16 (continued)

- (D) Any special or consequential damages or any lost profits of any kind or nature arising out of the furnishing of or interruption in Services contained in this Tariff; or
- (E) The use or abuse of any Service described herein by any party including, but not limited to, the Customer's employees or members of the public. Use or abuse includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, Service, or device. In the case of 800 Service, this also applies to third parties who dial the Customer's 800/888 number by mistake; or
- (F) Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties; or
- (G) Any action, such as blocking, discontinuing, or interrupting Service(s) by the Company of all traffic or traffic to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff in order to control fraud or non-payment. Service will be Restored as soon as it can be provided without undue risk and only after accounts have been brought current.

The liability provided for above, will, in each case, be in addition to any amounts that may otherwise be due the Customer under this Tariff as a credit allowance for the interruption of Service.

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.17 The Company will make no refund of overpayment by a Customer unless the claim for such overpayment, together with appropriate evidence is submitted within two years of the date of the alleged overpayment.

2.3.18 With respect to the Switched Services contained herein and except as otherwise provided herein, the liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of furnishing Service hereunder and not caused by the negligence or intentional acts of the Customer will in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect in the course of furnishing Service hereunder occurs, except in cases of willful misconduct by the Company.

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by:

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

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

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

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SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service

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

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

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

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.2 (continued)

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

2.4.3 In addition to the other provisions in this Tariff, Customers reselling Service(s) will be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between the Company and the Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.4 Service furnished by the Company will not be used for:

- (A) Any unlawful or fraudulent purposes as defined in this Tariff; or
- (B) Any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, an enhanced or electronic Service provider who has subscribed to Service(s) . However, this provision does not preclude an agreement between the Customer, Authorized User, or joint user to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

2.4.5 A Customer of 800 Service(s) will provide not less than ten (10) business days' notice prior to implementation of special advertising or other new promotions likely to stimulate usage.

2.4.6 If a Customer of 800 Service(s) is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend Service temporarily and/or deny requests for additional Service. The Company will give the Customer ten (10) days' written notice via certified U.S. Mail of intent to suspend or deny Service due to such non-compliance.

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SECTION 2 - RULES AND REGULATIONS**2.4 Use of Service (continued)**

- 2.4.7 The Company may require a Customer requesting 800 Service to supply the following information when requesting Service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new traffic forecast will be submitted quarterly after Service is initiated.
- 2.4.8 At the Customer's request, the Company may act as an agent in the ordering of Dedicated Access service selected by the Customer for the provisioning of certain Services. The Customer may be billed directly by the LEC, DUC, CLEC or CAP or any other authorized access provider. If charges are billed by the Company, the amount of the charge billed to the Customer will be determined on an individual case basis based on the LEC's, DUC's, CLEC or CAP's charges for such service arrangements.
- 2.4.9 Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of such Service. The Customer will be deemed to have canceled Service as of the date of such disconnection and will be liable for any cancellation charges set forth in this Tariff. If the Customer uses 10XXX or other carrier access codes once the Customer's account has been canceled by the Company, the Customer is a Customer of the DUC not the Company.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

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

- Claim(s) for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted via Service(s); or
- Violation(s) by the Customer of any other literary, intellectual, artistic, dramatic, or musical right, or other content transmitted via the Service(s); or
- Violation(s) by the Customer of the right to privacy; or
- Claim(s) of patent infringement arising from combining or connecting Company's facilities or the facilities of the DUC with apparatus and systems of the Customer; or
- All lost or stolen calling cards except as described in Section 2.20; or
- Any other rights whatsoever relating to or arising from message content or the transmission thereof; or
- All other claims arising out of any act or omission of the Customer in connection with any Service.

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SECTION 2 - RULES AND REGULATIONS**2.5 Obligations of the Customer (continued)**

2.5.2 The Customer will be responsible for the payment of all charges for Services provided under this Tariff and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the Service(s) furnished under this Tariff unless specified otherwise herein. A Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered in order to be granted tax exempt status. Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. In the event taxes are erroneously paid, the Company is not liable for refunding any such payments to the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

2.5.3 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand.

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SECTION 2 - RULES AND REGULATIONS**2.5 Obligations of the Customer (continued)**

- 2.5.4 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.
- 2.5.5 The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Section 2.3 and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses (including attorneys' fees) and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.
- 2.5.6 The Customer is responsible for payment for all long distance calls originated at the Customer's number(s), terminated on the Customer's 800/888 number, billed to the Customer's calling card or authorization code, accepted at the Customer's number, or incurred at the specific request of the Customer. The Customer is responsible for paying for all Services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were used fraudulently.
- 2.5.7 The discontinuance of Service(s) by the Company pursuant to Sections 2.3.1 or 2.17 does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

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SECTION 2 - RULES AND REGULATIONS**2.5 Obligations of the Customer (continued)**

2.5.8 The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the long distance network. The Customer will ensure that the signals emitted into the network of the DUC do not damage equipment, injure personnel, or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer will comply with applicable LEC signal power limitations.

2.5.9 If as a result of inaccurate information provided by the Customer, Circuits need to be moved, replaced, or redesigned, the Customer is responsible for the payment of all such charges. In the event the Company incurs costs and expenses caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

2.5.10 For a Customer subscribing to the Company's Switched Service utilizing Dedicated Access to be exempted from the monthly special access surcharge, the Customer must provide the Company an executed Exemption Certificate. The Customer may only be exempted from the monthly special access surcharge if the Customer's facility:

- terminates on a device incapable of connecting the network of the DUC selected by the Company with the local exchange network; or
- is associated with a Switched Access Service that is subject to carrier common line charges; or
- constitutes a private line facility used for telex service or radio or television transmissions.

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SECTION 2 - RULES AND REGULATIONS**2.5 Obligations of the Customer (continued)**

2.5.11 If the Customer resells Services, the Customer assumes sole responsibility to provide all billing, collection, and customer service functions for all of its locations, including resolving any unauthorized presubscription disputes. Customers reselling Customer's Services must have the appropriate certification in all areas where Service is provided. Further, the Customer also assumes full responsibility for complying with the Communications Act and the rules, regulations, and decisions of the Federal Communication Commission. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company immediately and irrevocably terminating Service(s) without incurring any liability. Notification of termination of Service(s) may be done in person or in writing.

2.5.12 If the presubscription of any line of a Reseller is unauthorized, the Company may charge the Reseller for the unauthorized presubscription change charges plus all additional charges imposed and costs incurred. The Reseller is financially liable for all lines at all locations until such time as the lines and/or locations are presubscribed to a different interexchange carrier. In instances where the Reseller has presubscribed lines and/or locations to its Service without proper authorization, the Reseller must:

- (A) Inform the premises owner/occupant at each location of the unauthorized change in IXCs; and
- (B) Insure that each such location is returned to the IXC of choice; and
- (C) Pay all applicable conversion charges.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.13 In the event of non-payment by a Reseller's end user, the Company may be requested by the Reseller to block such end user's location because of non-payment of charges. The Reseller must certify that proper notice has been given to the premises owner/occupant at such location. Proper notice must meet state and federal rules for blocking Service due to non-payment. The Reseller is responsible for all costs incurred to disconnect or block the location from Service(s).

2.5.14 The Customer will be liable for:

- (A) Reimbursing the Company for all loss as a result of theft, fire, flood or other catastrophes of Company or DUC provided equipment or facilities on the Customer's Premises; and
- (B) Reimbursing the Company for damages to facilities or equipment caused by the negligence or wilful acts of the Customer's officers, employees, agents, or contractors.

2.5.15 In addition to the other provisions in this Tariff, Customers reselling Service will be responsible for securing and maintaining all necessary state certifications and tariffs and F.C.C. tariffs for operating as a reseller and for complying with the rules and regulations as set forth by the various state regulatory agencies. Further, the Customer also assumes full responsibility for complying with the Communications Act and the rules, regulations, and decisions of the Federal Communication Commission. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company immediately and irrevocably terminating Service(s) without incurring any liability. Notification of termination of Service(s) may be done in person or in writing.

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SECTION 2 - RULES AND REGULATIONS**2.5 Obligations of the Customer (continued)**

2.5.16 For Customers signing a Company term agreement, the Customer agrees to maintain a minimum monthly usage volume equal to or greater than 50 percent of the volume of long distance minutes established by the Customer during the first full quarter of Customer participation under this plan. The Company reserves the right to declare the Customer terminated from the term agreement in the event that the Customer fails to maintain the volume stated above and early termination penalties will apply.

2.6 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Some of this Tariff anticipates the use of such facilities for special (dedicated) originating access service. 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 Services set forth herein. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Service

2.7.1 Application for Service

To obtain Service, the Company requires the Customer to provide the Company a completed sales agreement, a letter of agency, or other authorization it deems appropriate.

2.7.2 Establishment of Credit

(A) Applicant

The Company may decline to accept an application for service unless the Applicant submits references and authorizes the Company to perform a credit check on Applicant, and unless the Company is satisfied with the Applicant's creditworthiness.

(B) Customer

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

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Service (continued)

2.7.3 Deposits

(A) General

Any Applicant whose credit is not acceptable to the Company as provided in Section 2.7.2 hereof may be required to make a deposit to be held by Company as a guarantee of payment for service provided under this Tariff. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by the Company if the conditions of service or the basis on which credit was originally established have materially changed.

(B) Amount of Deposit

The amount of any deposit will not exceed the estimated charges for two months service. The Company will determine the amount of the deposit.

(C) Interest on Deposits

The Company will pay interest on deposits pursuant to the rules and regulations of the State of Florida.

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining service (continued)

2.7.3 Deposits (continued)

(D) Return of Deposit

A deposit will be returned:

- When an application for service has been cancelled prior to the establishment of service.
- At the end of one year of satisfactory payments for service.
- Upon discontinuance of service.

Notwithstanding the foregoing, prior to the return, deposits will be applied to any outstanding charges to the Customer for service, and only the excess, if any, will be returned.

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SECTION 2 - RULES AND REGULATIONS

2.8 Rendering and Payment of Bill

2.8.1 General

The Company uses cycle billing. The billing period is one month. Bills are sent to the Customer's billing address, as shown on their account, no later than thirty (30) days following the close of the billing period. Bills will be mailed on or before the invoice date of the bill by U.S. mail or other standard delivery services. The due date will be disclosed on the bill. Charges may be assessed for unbilled traffic for up to two years in arrears.

2.8.2 Payment of Bill

Payment in full is due within fifteen (15) days from the invoice date. Payments will be made directly to the address indicated on the bill.

2.8.3 Late Charge

If a Customer's bill is not paid within sixteen (16) days from the invoice date, the Company imposes a late charge of 1.5% per month on the delinquent amount. The Customer will pay costs and reasonable attorney fees incurred by the Company in collecting past due balances.

2.8.4 Return Check Charge

The Company will assess the Customer a return check charge of \$20.00 for any check that is returned for any reason by the financial institution on which it is drawn.

SECTION 2 - RULES AND REGULATIONS

2.8 Rendering and Payment of Bill (continued)

2.8.5 Billing Disputes

Unless a written notice of the dispute as to the charges is received by the Company within thirty (30) calendar days after invoice date, such invoice will be deemed to be correct and payable in full by the Customer. Detailed information regarding any dispute will be provided by the Customer upon the Company's request. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter.

by:

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SECTION 2 - RULES AND REGULATIONS**2.9 Customer Service****2.9.1 General**

The Company's customer service organization may be contacted in writing at 200 Harrison Street, Suite 105, Algonquin, IL 60102. The toll free number is listed on the Customer's bill. Customers may also contact customer service by dialing a toll free number. Service representatives are available to assist with Customers inquiries from 8:30 AM to 4:30 PM central time, Monday through Friday, excluding holidays. If a Customer calls customer service after hours, the call goes to an answering service. If the call is not an emergency, a return call will be made the next business day. If the call is an emergency, a customer service representative is paged to contact the Customer.

2.9.2 Billing Inquiries

Billing inquiries may be referred to the Company's customer service organization as indicated in Section 2.9.1 above. If the Customer is not satisfied with the resolution of a billing dispute, the Customer may contact the Commission for resolution of the dispute.

2.9.3 Service Difficulties

Service difficulties may be referred to the Company's customer service organization, as indicated in Section 2.9.1 above.

by:

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SECTION 2 - RULES AND REGULATIONS

2.10 Rate Periods

2.10.1 Peak and Off Peak

There are two rate periods. They are the peak rate period and the off peak rate period. The peak rate period is 8:00 AM to but not including 5:00 PM Monday through Friday, excluding holidays. The off peak rate period is all other times.

2.10.2 Holiday Rates

The off peak rate applies on Christmas Day (December 25), New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day, and Labor Day, unless a lower rate is otherwise applicable.

2.10.3 Split Rate Periods

When call duration is split between two rate periods, each rate period applies to the portion of the call that occurred during that rate period.

2.11 Timing of Calls

Calls are timed and measured by the DUC whose Services are resold by the Company in accordance with its own Tariff as filed with the Commission.

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SECTION 2 - RULES AND REGULATIONS

2.12 Application of Charges

2.12.1 Directory Assistance Service

The directory assistance charge applies whether or not the directory assistance bureau furnished the requested telephone number(s) (e.g., where the requested telephone number is unlisted, non-published or no record can be found).

2.12.2 Timing Increments

All calls are billed in six (6) second increments subject to a minimum connect time of six (6) seconds. Fractions of a timing increment are rounded up to the next highest six (6) second increment. For example, a twenty five (25) second call would be billed as thirty (30) seconds while a forty (40) second call would be billed as forty-two (42) seconds.

2.12.3 Rounding

The usage charges for each completed call during a billing month will be computed. If the charge includes a fraction of a cent, the fraction is rounded up to the next higher whole cent.

SECTION 2 - RULES AND REGULATIONS**2.13 Taxes**

In addition to the charges specifically pertaining to the Services, certain federal, state, and local surcharges, taxes, gross receipts, and fees will be applied to these Services. These taxes, surcharges, and fees are calculated based upon the amount billed to the end user for Service(s). All state and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.

A Customer claiming tax exempt status must provide the Company with copies of all tax Exemption Certificates and documents required by the Company at the time Service is ordered in order to be granted tax exempt status. Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Company is not liable for refunding the amount of the taxes paid the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

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SECTION 2 - RULES AND REGULATIONS**2.14 Transfer or Assignment**

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

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

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

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SECTION 2 - RULES AND REGULATIONS

2.15 Interruption of Service

2.15.1 General

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

2.15.2 Usage Sensitive Services

Credit allowances for the interruption of usage-sensitive Services will be limited to the applicable initial period charge for the call interrupted, subject to the limitation of liability provision set forth in Section 2.3 preceding.

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SECTION 2 - RULES AND REGULATIONS**2.16 Cancellation of Service By Customer****2.16.1 Cancellation of Service After Service Begins****(A) General**

A Customer may only cancel Services by giving thirty (30) days' written notice to the Company. Such notice should be addressed to the Company's customer service organization at the address specified in Section 2.9.1. Upon receipt of the written notice, the Company places an order with the DUC to cancel Service.

(B) Customers With Switched Access

Depending on the new IXC selected by the Customer, the DUC may have to advise the LEC to cancel Service. Cancellation of Service(s) will be effective when the LEC changes the PIC code, or when the DUC, CLEC or CAP cancels the Services, as authorized by the Customer.

(C) Customer With Dedicated Access

Cancellation of Service(s) will be effective when the DUC cancels the ANIs submitted by the Company, or when the Customer's Dedicated Access facilities are moved to another IXC, as authorized by the Customer.

2.16.2 Cancellation of Service Before Service Begins

If the Customer orders Service which requires special construction or facilities for Customer's use and cancels its order before Service begins, a charge will be made to the Customer for the non-recoverable portions of the expenditures or liabilities incurred on behalf of Customer by the Company.

SECTION 2 - RULES AND REGULATIONS**2.17 Termination of Service By Company**

Every effort will be made to provide a Customer seven (7) days written notice of termination of Service. However, under certain circumstances including but not limited to emergency or threatened or actual disruption of Service to other Customers, the Company may terminate Service without notice. See Section 2.3 for conditions whereby the Company may refuse or terminate Service without incurring liability. Service will not be terminated if the Company receives payment prior to the termination date listed on the termination notice or if the Company and the Customer have entered into a payment arrangement.

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

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SECTION 2 - RULES AND REGULATIONS

2.18 Restoration of Service

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

2.19 Terminal Equipment

Service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as PBX or key telephone systems. Such terminal equipment or communications systems will be furnished by and maintained at the expense of Customer. When such terminal equipment or communications systems are used, they will in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.20 Lost Or Stolen Calling Cards Or Authorization Codes

The Customer is responsible for all charges for Services provided to the Customer, including charges for all calls placed by use of Customer's assigned authorization or calling card code. Upon knowledge of facts which would alert a reasonable person to the possibility of unauthorized use of Customer's authorization or calling card code, the Customer will alert and give notice to the Company of such facts. The Customer will be excused from liability only with respect to unauthorized calls placed after receipt of such notice by the Company.

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SECTION 2 - RULES AND REGULATIONS

Reserved for Future Use

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SECTION 3 – DESCRIPTION OF SERVICES

3.1 Outbound Services

3.1.1 General

Unless otherwise stated in this Tariff in regard to a specific Service offering, the selection of the outbound Service and associated billing option will be determined by the Company based on (1) the type of access the Applicant or Customer utilizes to reach the long distance network of the DUC, and (2) the Applicant's or Customer's Average Total Usage. For the purpose of the selection of the Service and associated billing option, the Service and billing option selected at the time of the order is provisioned will remain in effect until requested to be changed by the Customer. All outbound Services are available only to Business Customers.

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SECTION 3 – DESCRIPTION OF SERVICES

3.1 Outbound Services (continued)

3.1.2 Switched Access Services

(A) Dial 1 Service

Dial 1 Service is an outbound only, long distance pricing plan for Business Customers using Switched Access to reach the long distance network. The selection of the DUC is made by the Company.

.1 Option 1

Option 1 is for Applicants or Customers whose Average Total Usage is less than \$1,000.

.2 Option 2

Option B is for Applicants or Customers whose Average Total Usage is at least \$1,000 but less than \$3,000.

.3 Option 3

Option 3 is for Applicants or Customers whose Average Total Usage is at least \$3,000 but less than \$6,000.

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SECTION 3 – DESCRIPTION OF SERVICES

3.1 Outbound Services (continued)

3.1.2 Switched Access Services (continued)

(A) Dial 1 Service (continued)

.4 Option 4

Option 4 is for Applicants or Customers whose Average Total Usage is at least \$6,000 but less than \$10,000.

.5 Option 5

Option 5 is for Applicants or Customers whose Average Total Usage is \$10,000 or more.

SECTION 3 – DESCRIPTION OF SERVICES

3.1 Outbound Services (continued)

3.1.3 Dedicated Access Services

(A) Direct Service

Direct Service is an outbound only, long distance pricing plan for Customers that utilize Dedicated Access to reach the long distance network. The selection of the DUC is made by the Company.

.1 Option 1

Option 1 is for Applicants or Customers whose Average Total Usage is less than \$2,500.

.2 Option 2

Option B is for Applicants or Customers whose Average Total Usage is at least \$2,500 but less than \$5,000.

.3 Option 3

Option 3 is for Applicants or Customers whose Average Total Usage is at least \$5,000 but less than \$10,000

SECTION 3 – DESCRIPTION OF SERVICES

3.1 Outbound Services (continued)

3.1.3 Dedicated Access Services (continued)

(A) Direct Service (continued)

.4 Option 4

Option 4 is for Applicants or Customers whose Average Total Usage is at least \$10,000 but less than \$30,000.

.5 Option 5

Option 5 is for Applicants or Customers whose Average Total Usage is at least \$30,000 but less than \$100,000.

.6 Option 6

Option 6 is for Applicants or Customers whose Average Total Usage is \$100,000 or more.

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SECTION 3 – DESCRIPTION OF SERVICES

3.2 Inbound Services

3.2.1 General

Inbound Service permits calls to be completed to the Customer's location without charge to the calling party. Access to the Service is gained by dialing a ten digit telephone number, (800/888) NXX-XXXX, which terminates at the Customer's location.

Unless otherwise stated in this Tariff in regard to a specific Service offering, the selection of the inbound Service and associated billing option will be determined by the Company based on (1) the type of access the Applicant or Customer utilizes to reach the long distance network of the DUC, and (2) the Applicant's or Customer's Average Total Usage. For the purpose of the selection of the Service and associated billing option, the Service and billing option selected at the time of the order is provisioned will remain in effect until requested to be changed by the Customer.

SECTION 3 – DESCRIPTION OF SERVICES

3.2 Inbound Services (continued)

3.2.2 Services Terminating Via Switched Access

(A) 800 Service

800 Service is an inbound only, long distance pricing plan. Calls are originated from any point in the state on any type of access but are terminated via Switched Access lines in the terminating city. The selection of the DUC is made by the Company.

.1 Option 1

Option 1 is for Applicants or Customers whose Average Total Usage is less than \$1,000.

.2 Option 2

Option B is for Applicants or Customers whose Average Total Usage is at least \$1,000 but less than \$3,000.

.3 Option 3

Option 3 is for Applicants or Customers whose Average Total Usage is at least \$3,000 but less than \$6,000.

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SECTION 3 – DESCRIPTION OF SERVICES

3.2 Inbound Services (continued)

3.2.2 Services Terminating Via Switched Access (continued)

(A) 800 Service (continued)

.4 Option 4

Option 4 is for Applicants or Customers whose Average Total Usage is at least \$6,000 but less than \$10,000.

.5 Option 5

Option 5 is for Applicants or Customers whose Average Total Usage is \$10,000 or more.

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SECTION 3 – DESCRIPTION OF SERVICES

3.2 Inbound Services (continued)

3.2.3 Services Terminating Via Dedicated Access

(A) 800 Direct Service

800 Direct Service is an inbound only, long distance pricing plan. Calls are originated from any point in the state on any type of access but are terminated via Dedicated Access lines between the Customer's premises and the DUC's POP. The selection of the DUC is made by the Company.

.1 Option 1

Option 1 is for Applicants or Customers whose Average Total Usage is less than \$2,500.

.2 Option 2

Option B is for Applicants or Customers whose Average Total Usage is at least \$2,500 but less than \$5,000.

.3 Option 3

Option 3 is for Applicants or Customers whose Average Total Usage is at least \$5,000 but less than \$10,000

SECTION 3 – DESCRIPTION OF SERVICES

3.2 Inbound Services (continued)

3.2.3 Services Terminating Via Dedicated Access (continued)

(A) 800 Direct Service (continued)

.4 Option 4

Option 4 is for Applicants or Customers whose Average Total Usage is at least \$10,000 but less than \$30,000.

.5 Option 5

Option 5 is for Applicants or Customers whose Average Total Usage is at least \$30,000 but less than \$100,000.

.6 Option 6

Option 6 is for Applicants or Customers whose Average Total Usage is \$100,000 or more.

SECTION 3 – DESCRIPTION OF SERVICES

3.3 Directory Assistance

3.3.1 Description of Service

Intrastate Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party.

3.3.2 Availability of Service

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

SECTION 3 – DESCRIPTION OF SERVICES

3.4 Calling Card Services

Calling card Service enables a caller to bill a call to the primary service location when the caller are away from his or her established primary service location. The caller may access the network from anywhere in the State by dialing a universal 800 number plus an authorization code and the called telephone number.

Unless otherwise stated in this Tariff in regard to a specific Service offering, the selection of the calling card Service and associated billing option will be determined by the Company based on the Applicant's or Customer's Average Total Usage. For the purpose of the selection of the Service and associated billing option, the Service and billing option selected at the time of the order is provisioned will remain in effect until requested to be changed by the Customer.

Option 1 is for Applicants or Customers whose Average Total Usage is less than \$100.
Option 2 is for Applicant or Customers whose Average Total Usage is \$100 or more.

SECTION 4 – RATES AND CHARGES

4.1 Outbound Services - Originating Via Switched Access

4.1.1 Dial 1 Service

The usage rates are as follows:

Option	Rate Per Minute			
	InterLATA		IntraLATA	
	Peak	Off Peak	Peak	Off Peak
1	\$.0700	\$.0700	\$.0700	\$.0700
2	\$.0700	\$.0700	\$.0700	\$.0700
3	\$.0700	\$.0700	\$.0700	\$.0700
4	\$.0700	\$.0700	\$.0700	\$.0700
5	\$.0700	\$.0700	\$.0700	\$.0700

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SECTION 4 – RATES AND CHARGES

4.2 Outbound Services - Originating Via Dedicated Access

4.2.1 Direct Service

The usage rates are as follows:

Option	Rate Per Minute			
	InterLATA		IntraLATA	
	Peak	Off Peak	Peak	Off Peak
1	\$.0600	\$.0600	\$.0600	\$.0600
2	\$.0600	\$.0600	\$.0600	\$.0600
3	\$.0600	\$.0600	\$.0600	\$.0600
4	\$.0600	\$.0600	\$.0600	\$.0600
5	\$.0600	\$.0600	\$.0600	\$.0600
6	\$.0600	\$.0600	\$.0600	\$.0600

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SECTION 4 – RATES AND CHARGES

4.3 Inbound Services - Terminating Via Switched Access

4.3.1 800 Service

The usage rates are as follows:

Option	Rate Per Minute			
	InterLATA		IntraLATA	
	Peak	Off Peak	Peak	Off Peak
1	\$.0700	\$.0700	\$.0700	\$.0700
2	\$.0700	\$.0700	\$.0700	\$.0700
3	\$.0700	\$.0700	\$.0700	\$.0700
4	\$.0700	\$.0700	\$.0700	\$.0700
5	\$.0700	\$.0700	\$.0700	\$.0700

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SECTION 4 – RATES AND CHARGES

4.4 Inbound Services - Terminating Via Dedicated Access

4.4.1 800 Direct Service

The usage rates are as follows:

Option	Rate Per Minute			
	InterLATA		IntraLATA	
	Peak	Off Peak	Peak	Off Peak
1	\$.0600	\$.0600	\$.0600	\$.0600
2	\$.0600	\$.0600	\$.0600	\$.0600
3	\$.0600	\$.0600	\$.0600	\$.0600
4	\$.0600	\$.0600	\$.0600	\$.0600
5	\$.0600	\$.0600	\$.0600	\$.0600
6	\$.0600	\$.0600	\$.0600	\$.0600

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SECTION 4 – RATES AND CHARGES

4.5 Calling Card Services

4.5.1 Option 1

There are two rate elements. They are a surcharge and a usage charge. The usage rate is \$.18 per minute. The surcharge is \$.25 per call.

4.5.1 Option 2

There are two rate elements. They are a surcharge and a usage charge. The usage rate is \$.18 per minute. The surcharge is \$.00.

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SECTION 4 – RATES AND CHARGES

4.6 Directory Assistance

The charge is \$.81 per call.

4.7 Exemptions and Special Rates

4.7.1 Discounts for Hearing Impaired Customers

Pursuant to Section 25-4.079 (4) of the IXC Rules For Special Rates For Handicapped Customers, a telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll charges placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to a 5% discount on dialed calls using Services which have no time-of-day pricing element. Those dialed calls using a Service which have a time-of-day pricing element will receive a credit on a subsequent bill equal to applying the evening rate for calls placed during the daytime rate period and the night rates for evening and night calls.

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

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SECTION 5 – PROMOTIONS

5.1 Special Promotional Offerings

The Company may from time-to-time engage in special promotional offerings or trial Service offerings limited to certain dates, times, or locations designed to attract new subscribers or to increase subscriber awareness of a particular Tariff offering. Such offerings will be submitted to the Commission for approval prior to their effectiveness.

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