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November 24, 2003
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210 N. Park Ave.
Winter Park, FL
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Ms. Blanca Bayo, Director
Division of the Commission Clerk & Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0870

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

Re: Intelligent Switch Services, LLC
Initial Registration to Provide Interexchange Telecommunications Services within the State of Florida.

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

Dear Ms. Bayo:

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

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

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

Sincerely,

Craig Neeld
Consultant to Intelligent Switch Services, LLC

Enclosures

cc: D. Selmon - ISS
file: ISS - FL
tms: FLd0300

RECEIVED & FILED
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FPSC-BUREAU OF RECORDS

Orig Tariff forwarded to CUP

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SEP 25 2003

ACKNOWLEDGMENT STATEMENT

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

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

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

UTILITY OFFICIAL:

Don Selmon
Print Name


Signature

President
Title

09-19-03
Date

816-214-4002
Telephone Number

816-214-4003
Fax Number

Address: 10502 NW Ambassador Drive, Suite 220
Kansas City, MO 64153

INTELLIGENT SWITCH SERVICES, LLC

EXHIBIT 1

FLORIDA SECRETARY OF STATE AUTHORITY TO TRANSACT BUSINESS



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

October 28, 2003

INTELLIGENT SWITCH SERVICES, LLC
10502 NW AMBASSADOR DRIVE, STE 220
KANSAS CITY, MO 64153

Qualification documents for INTELLIGENT SWITCH SERVICES, LLC were filed on October 22, 2003, and assigned document number M03000003602. Please refer to this number whenever corresponding with this office.

Your limited liability company is now qualified and authorized to transact business in Florida as of the file date. In accordance with section 608.406(2), F.S., the name of this limited liability company is filed with the Department of State for public notice only and is granted without regard to any other name recorded with the Division of Corporations.

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

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

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Registration and Qualification Section.

Tammi Cline
Document Specialist
Division of Corporations

Letter Number: 503A00058655

**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO
TRANSACTION BUSINESS IN FLORIDA**

*IN COMPLIANCE WITH SECTION 608.503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN
LIMITED LIABILITY COMPANY TO TRANSACTION BUSINESS IN THE STATE OF FLORIDA:*

1. Intelligent Switch Services, LLC
(Name of foreign limited liability company)
2. Missouri 3. 45-0520453
(Jurisdiction under the law of which foreign limited liability company is organized) (FEI number, if applicable)
4. July 11, 2003 5. perpetual
(Date of Organization) (Duration: Year limited liability company will cease to exist or "perpetual")
6. Upon qualification
(Date first transacted business in Florida. (See sections 608.501, 608.502, and 817.135, F.S.))
7. 10502 NW Ambassador Drive, Suite 220
Kansas City, MO 64153
(Street address of principal office)

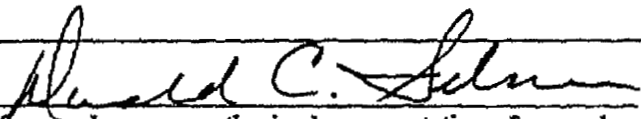
8. If limited liability company is a manager-managed company, check here

9. The name and usual business addresses of the managing members or managers are as follows:

Donald C. Selmon, Manager 10502 NW Ambassador Drive, Suite 220, Kansas City, MO 64153

10. Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted.)

11. Nature of business or purposes to be conducted or promoted in Florida: Telecommunication services


Signature of a member or an authorized representative of a member.
(In accordance with section 608.408(3), F.S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)
Donald C. Selmon, Manager
Typed or printed name of signee

FILED
JUL 11 2003
PM 1:00
RECORDS & COMMUNICATIONS
TALLAHASSEE, FLORIDA

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is:

Intelligent Switch Services, LLC

2. The name and the Florida street address of the registered agent and office are:

NRAI Services, Inc.

(Name)

526 E. Park Avenue

Florida street address (P.O. Box **NOT** ACCEPTABLE)

Tallahassee

FL 32301

(City/State/Zip)

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.

NRAI Services, Inc.

By: 

(Signature)

Jackie Sorman, Assistant Secretary

| | |
|-----------|----------------------------------|
| \$ 100.00 | Filing Fee for Application |
| \$ 25.00 | Designation of Registered Agent |
| \$ 30.00 | Certified Copy (optional) |
| \$ 5.00 | Certificate of Status (optional) |

STATE OF MISSOURI



Matt Blunt
Secretary of State


CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, MATT BLUNT, Secretary of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

INTELLIGENT SWITCH SERVICES, LLC
LC0530751

was created under the laws of this State on the 11th day of July, 2003, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and an imprinted the GREAT SEAL of the State of Missouri, on this, the 17th day of October, 2003


Secretary of State



Certification Number: 6159360-1 Page 1 of 1 Reference:
Verify this certificate online at <http://www.sos.state.mo.us/businessentity/verification>

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Intelligent Switch Services, LLC, with its principal office located at 10502 Northwest Ambassador Drive, Suite 220, Kansas City Missouri 64153. This tariff is on file with the Florida Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

Issued: 11/25/03

Effective: 11/26/03

By:

Mr. Donald C. Selmon, CEO
10502 Northwest Ambassador Drive, Suite 220
Kansas City, Missouri 64153

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.

| PAGE | REVISION | | PAGE | REVISION | |
|-------------|-----------------|---|-------------|-----------------|---|
| 1 | Original | * | 26 | Original | * |
| 2 | Original | * | 27 | Original | * |
| 3 | Original | * | 28 | Original | * |
| 4 | Original | * | 29 | Original | * |
| 5 | Original | * | 30 | Original | * |
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| 22 | Original | * | | | |
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| 24 | Original | * | | | |
| 25 | Original | * | | | |

* - Indicates pages included with this filing.

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Kansas City, Missouri 64153

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10502 Northwest Ambassador Drive, Suite 220
Kansas City, Missouri 64153

EXPLANATION OF 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** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. 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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10502 Northwest Ambassador Drive, Suite 220
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SECTION 1 - DEFINITIONS

Access Line - A facility arrangement that connects Customer's or Authorized User's location to the Company's network switching center.

Additional Period - The rate element used to bill chargeable time when a call continues beyond the Initial Period. The Additional Period starts when the Initial Period ends. Additional Period rates apply to any fraction of the time period for chargeable time beyond the Initial Period. Additional Periods vary by rate schedule and are specified in each individual rate table contained in later sections of this tariff.

Aggregator - Any person, excluding local exchange carriers and cellular service providers, that in the ordinary course of its operations, make telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services.

Authorization Code - numerical code, one or more of which are available to Customers to enable them to access the Company's network, and which are used by the Company both to prevent unauthorized access to its facilities and to identify Customers for billing purposes.

Authorized User - A natural person or legal entity which is authorized by the Customer to use the Company's Service under the terms and regulations of this tariff.

Call Unit - A Call Unit is a measurement of usage, such that a specified quantity of Call Units equate to one minute of usage. For example, one Call Unit may equate to one minute of interstate usage, while several Call Units may equate to one minute of international usage. Call Units are depleted on a per-call, real time basis.

Calling Card Call - A direct dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a LEC or interexchange carrier calling card.

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Mr. Donald C. Selmon, CEO
10502 Northwest Ambassador Drive, Suite 220
Kansas City, Missouri 64153

SECTION 1 - DEFINITIONS, (CONT'D.)

Commission - The Florida Public Service Commission.

Company or Carrier - Intelligent Switch Services, LLC unless otherwise clearly indicated by the context.

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

Depletion - Reductions in the Available Balance based on usage of the Customer Account. Depletion of Dollar-Based service occurs on a real time basis at the tariffed per minute rates contained herein. Depletion of Unit-Based service occurs on a real time basis at the tariffed number of Call Units per minute contained herein.

Dollar-Based Accounts - Service where the Initial Balance and Available Balance is expressed in U.S. dollars. The rates per minute contained in this tariff are expressed in U.S. dollars.

Equal Access - A form of dialed access provided by local exchange companies whereby telephone calls dialed by the Customer are automatically routed to the Company's network. Customers may also route calls to the Company's network by dialing an access code provided by the Company.

Identification Number - A unique numerical code associated with each prepaid card.

Initial Account Balance - The Available Balance of a Customer Account upon issuance of an Account Code and before any Depletion for call activity. The Initial Account Balance is expressed in either U.S. Dollars or in Call Units.

Initial Period - The initial period is the length of a call for minimum billing purposes. The initial periods vary by rate schedule and are specified in each individual rate table contained in other sections of this tariff.

ISS - Used throughout this tariff to refer to Intelligent Switch Services, LLC

LATA - A geographic area existing on February 8, 1996, as previously established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, or established by a Bell operating company after February 8, 1996, and approved by the FCC.

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By:

Mr. Donald C. Selmon, CEO
10502 Northwest Ambassador Drive, Suite 220
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SECTION 1 - DEFINITIONS, (CONT'D.)

LEC - Local Exchange Carrier.

IXC - Interexchange Carrier.

Pay Telephone - Telephone instruments provided by the Company, Customer, Confinement Institution or other third party for use by the transient general public. Pay Telephones permit the user to place calls to other parties and bill such calls on a non sent-paid or sent paid-basis. To facilitate sent-paid calling, Pay Telephones can be equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

Personal Identification Number (PIN) - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Company's network which identifies the Prepaid Account from which charges for service shall be debited and which validates the caller's authorization to use the services provided.

Prepaid Calling Card - A card issued by the Company that provides the Customer with a Personal Identification Number or Authorization Code and instructions for accessing the Carrier's network.

Private Line - A dedicated path between two locations.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

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SECTION 1 - DEFINITIONS, (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, make 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.

Telecommunications Device for the Deaf (TDD) - A machine that uses the transmission of coded signals instead of verbal communications to enable hearing impaired users to communicate with each other and with non-hearing impaired individuals.

Unit-Based Accounts - Service where the Initial Balance and Available Balance are expressed in Call Units. The rates per minute contained in this tariff are expressed in Call Units, inclusive of taxes.

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

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10502 Northwest Ambassador Drive, Suite 220
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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

ISS services and facilities are furnished for direct dialed communications originating and terminating within the State of Florida under terms of this tariff. The Company's services and facilities 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.

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10502 Northwest Ambassador Drive, Suite 220
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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/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.3.2** The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its services when available, and will not be liable for errors in transmission or failure to establish connection.
- 2.3.4** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by ISS in its reasonable judgment.
- 2.3.5** Service may be limited or discontinued by ISS, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Authorization Codes, when ISS deems it necessary to take such action to prevent unlawful use of its service. ISS will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new Authorization Code to replace the one that has been deactivated.

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

All service provided under this tariff is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

2.5 Liability

- 2.5.1** The liability of the Company shall be limited to: direct damages for personal or property injury and for all other claims, in no event shall exceed an amount equivalent to the purchase value of the calling card, for the period during which the faults in transmission occur.
- 2.5.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foresee ability thereof.
- 2.5.3** 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.
- 2.5.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.

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Effective: 11/26/03

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10502 Northwest Ambassador Drive, Suite 220
Kansas City, Missouri 64153

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

2.5 Liability, (Cont'd.)

- 2.5.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or Authorized Users.
- 2.5.6** The Company shall not be liable for any claim, loss, or refund as a result of loss, theft or fraudulent use of Authorization Codes or Personal Identification Numbers issued for use with the Company's services.
- 2.5.7** The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:
- (A) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;
 - (B) Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
 - (C) All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.

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By:

Mr. Donald C. Selmon, CEO
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Effective: 11/26/03

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

2.6 Billing and Payment for Service

2.6.1 Responsibility for Charges

The Customer is responsible for payment of all charges for services 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 services which result in the placement of calls via the Company;
- (B) any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- (C) any calls placed via the Company's Service as a result of the Customer's intentional or negligent disclosure of Authorization Codes or PIN numbers assigned to the Customer; and

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

2.6 Billing and Payment for Service, (Cont'd.)

2.6.2 Payment for Service

- (A) All charges due by the Customer are payable at the time of purchase to the Company or any agent duly authorized to receive such payments. Terms of payment shall be subject to the rules of regulatory bodies having jurisdiction. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- (B) Disputes with respect to charges must be presented to the Company in writing within one hundred twenty (120) days from the date the call in question was placed or such charges will be deemed correct and binding on the Customer.
- (C) The Company does not collect late payment charges. Unlike a deposit or advance payment, a Prepaid Account balance is not held against future payment as all service is available for immediate consumption.
- (D) A return check charge of \$25.00 or 5% of the balance due (whichever is greater) will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to state law and Commission regulations.

2.6.3 Disputed Charges

Disputes with respect to charges must be presented to the Company in writing within one hundred twenty (120) days from the date the call in question was placed or such charges will be deemed correct and binding on the Customer. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. Disputes between the Company and the Customer which cannot be settled through negotiation may be resolved by Complaint to the Commission or by arbitration. Arbitration shall be referred to the American Arbitration Association (AAA) and conducted pursuant to its Commercial Arbitration Rules. The arbitrator shall have the authority to award compensatory damages solely; such award shall be final and binding and may be entered in any court having jurisdiction thereof. Such arbitration shall be governed by the provisions of the Federal Arbitration Act.

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10502 Northwest Ambassador Drive, Suite 220
Kansas City, Missouri 64153

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

2.7 Deposits and Advanced Payments

2.7.1 Deposits

The Company does not require deposits. The prepayment of services which are immediately available to the Customer does not constitute a deposit.

2.7.2 Advance Payments

The Company does not collect advanced payments. Establishment of a Prepaid Account is not an advance payment. Unlike a deposit or advance payment, a Prepaid Account balance is not held against future payment as all service is available for immediate consumption.

2.8 Taxes and Fees

The Company shall charge the Customer an amount sufficient to recover any governmental assessments, fees, license, or other similar taxes or fees imposed upon the Company.

2.8.1 For Prepaid Service, taxes or fees shall be included in the rates and charges stated in the Company's rate schedule for this service.

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

Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

2.10 Interconnection

2.10.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.10.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.

2.10.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

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

2.11 Inspection, Testing and Adjustment

2.11.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

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

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

2.12 Credit Allowances for Interruption of Service

- 2.12.1** Credit allowances for interruptions of service of more than two (2) hours which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. No credit is issued for outages less than two hours in duration.
- 2.12.2** It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any furnished by the Customer and connected to the Company's terminal.
- 2.12.3** 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 a long distance service via LEC access.
- 2.12.4** Cellular (wireless) transmission is subject to interruptions including but not limited to, dropped calls, interrupted calls, unintelligible calls, one way audio and other problems created by factors beyond ISS' ability to control. Therefore, under no circumstances will ISS provide credit or payment of any kind for calls which experience problems related to cellular (wireless) transmissions.
- 2.12.6** For usage sensitive long distance services, credits will be limited to, at maximum, the price of the Initial Period of the individual call that was interrupted plus any per call charges or surcharges required to reconnect the caller.

2.13 Cancellation by the Customer

Prepaid calling cards are not returnable, exchangeable or refundable unless defective.

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

2.14 Refusal or Discontinuance by the Company

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 Customer cards when the Company deems it necessary to take such action to prevent unlawful use of its service. ISS will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new card codes to replace ones that have been deactivated.

ISS may refuse or discontinue service under the following conditions:

- 2.14.1** For noncompliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.14.2** For noncompliance with or violation of Commission regulation or ISS' rules and regulations on file with the Commission.
- 2.14.3** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.
- 2.14.4** For failure of the Customer to make proper application for service or for use of telephone service for any other property or purpose than that described in the application.
- 2.14.5** Without notice in the event of tampering with the equipment or services owned by ISS or its agents.
- 2.14.6** Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.14.7** In the event of any other unauthorized or fraudulent use of service.
- 2.14.8** For periods of inactivity over sixty (60) days.

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

2.15 Responsibilities of the Subscriber

The Subscriber is responsible for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations.

2.16 Responsibilities of Authorized Users

2.16.1 The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.

2.16.2 The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.

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

2.17 Applicable Law

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

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SECTION 3 - SERVICE DESCRIPTIONS

3.1 General

Long distance operator services may be provided to Customers presubscribed to the Company's Outbound Long Distance Services either by ISS or by the Company's underlying carrier. Services provided by an underlying carrier will be at rates and charges listed in that carrier's tariff.

3.2 Quality and Grade of Service Offered

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 95% during peak use periods. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.3 Timing of Calls

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

- 3.3.1 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.
- 3.3.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.3.3 For billing purposes, minimum call duration periods vary by service and are specified by product or option in subsequent sections of this tariff.
- 3.3.4 For billing purposes, usage after the initial period varies by service and is specified by product or option in subsequent sections of this tariff.
- 3.3.5 The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, ISS will reasonably issue credit for the call.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.4 Rate Periods**

The Company's services are not time of day or day of week sensitive. The same rates apply 24 hours a day, 7 days a week.

3.5 Pay 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 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 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 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 - SERVICE DESCRIPTIONS, (CONT'D.)**3.6 Pre-Paid Calling Card**

ISS Pre-Paid Card plans are marketed only to sponsors which make the cards available to their customers to pay a fixed dollar amount in advance for long distance calling. Customers must dial an access code from a touch-tone phone to use the service. Calls may be billed in one (1) to five (5) minute increments, as specified on the card. Cards may be rated in dollars per minute, or call units. Fractional call minutes or units are rounded up to the nearest full minute or unit. As calls are placed, charges for the call are deducted on the basis at which the call is rated until the full amount of the card is exhausted. Calls may be limited to direct dial calls. Air to ground services, calls for Busy Line Verify and Busy Line Interrupt, calls requiring the quotation of time and charges, Operator Services Calls, Conference Calls, Directory Assistance Calls, as well as calls to 500, 700, 800, 888, 877, 866, 855 or 900 numbers may be blocked.

Cards are available in replenishable and non-replenishable varieties. Replenishable cards may expire 180 days from last use. Non-replenishable cards may expire one (1) year from the date of purchase, or 180 days from last use. The fee for replenishment is listed on the back of the card.

The ISS Pre-Paid Calling Cards are available for use twenty-four (24) hours a day, seven (7) days a week. Long distance taxes are included in the purchase price of the card.

A Pre-Paid Calling Card account is established upon receipt of payment by the Company. The Company reserves the right to determine acceptable types of payment.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.6 Pre-Paid Calling Card, (Cont'd.)

3.6.1 Sponsor Cards

The Pre-Paid Calling Card Sponsor Program is offered to organizations or commercial entities for distribution to their members, patrons or customers. The marketing vehicle and expiration period is selected by the Sponsor upon joint agreement between the Company and the Sponsor. The Sponsor is responsible for obtaining all necessary permissions for the use of any trademark, trade name, service mark or other image on the card. The Sponsor may distribute the Carrier's debit card accounts at reduced rates or free of charge to end users. At the option of the Sponsor, these cards may not be replenishable. The sponsor may elect to charge connection fees, maintenance fees, service fees, and other fees and surcharges as specified on the card. The Company reserves the right to approve or reject any image and to specify the customer information language and use of the Carrier's trade mark, trade name, service mark or other image on the card.

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SECTION 4 – RATES

4.1 General

Each Customer is charged individually for each call placed through the Company. Charges may vary by service offering, class of call, time of day, day of week and/or call duration.

4.2 Exemptions and Special Rates

4.2.1 Discounts for Hearing Impaired 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 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.

- A. 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 such 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.

4.2.2 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. ISS 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 4.0 - RATES, (Cont'd)**4.2 Exemptions and Special Rates, (Cont'd)****4.2.3 Directory Assistance Charges for Handicapped Persons**

ISS does not offer Directory Assistance service and the Company does not offer any presubscribed services. However, should the Company offer such service in the future, presubscribed residential Customers or authorized users of Customers' services who are certified as handicapped would be exempt from applicable Directory Assistance charges for the first 50 directory assistance calls per month.

4.3 Pay Telephone Surcharge

| | |
|-----------------|--------|
| Per call charge | \$0.69 |
|-----------------|--------|

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SECTION 4 – RATES (CONT'D)

4.4 Pre-Paid Calling Card

ISS Pre-Paid Card plans are marketed only to sponsors which make the cards available to their customers to pay a fixed dollar amount in advance for long distance calling.

4.4.1 Sponsor Cards

The Pre-Paid Calling Card Sponsor Program is offered to organizations or commercial entities for distribution to their members, patrons or customers.

| Pre-Paid Sponsor Card Denominations | Rate Per Minute |
|--|------------------------|
| ISS Pre-Paid Sponsor Card - \$ 5.00 | \$0.20 |
| ISS Pre-Paid Sponsor Card - \$10.00 | \$0.20 |
| ISS Pre-Paid Sponsor Card - \$20.00 | \$0.20 |

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 or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area and will comply with all applicable Commission regulations. If required, the Company will provide the Commission with a 30-day written notice prior to implementing any promotional offering. Promotional offerings will have a 90-day maximum duration period.

4.6 Demonstration of Service - General

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

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