

MILLER ISAR INC.
REGULATORY CONSULTANTS

ORIGINAL

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01 JAN -9 AM 10:10
COMMISSION
CLERK

Via Overnight Delivery

January 8, 2004

Ms. Blanca Bayó
Director, The Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399

Re: EliteView LLC d/b/a GroveLine – Application for Registration

Dear Ms. Bayó:

Enclosed for filing are an original and three (3) copies of EliteView LLC d/b/a GroveLine's Application for Registration as a resale interexchange carrier and proposed tariff.

Please acknowledge receipt of this filing by date stamping and returning the additional copy of this transmittal letter in the self-addressed, postage-paid envelope enclosed for this purpose.

Questions regarding this application, and notification of registration, may be directed to me.

Sincerely,

MILLER ISAR, INC.
Stacey A. Klinzman
Stacey A. Klinzman
Director – Regulatory Compliance

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Oh
FPSC-BUREAU OF RECORDS

Regulatory Consultants to
EliteView LLC d/b/a GroveLine

cc: Ms. Kelly Knapp, EliteView LLC d/b/a GroveLine

Original Tariff forwarded to CUP.

DOCUMENT NUMBER-DATE

00394 JAN-9 8

FPSC-COMMISSION CLERK

IXC REGISTRATION FORM

Company Name EliteView LLC

Florida Secretary of State Registration No. 04-3521888

Fictitious Name(s) as filed at Fla. Sec. Of State GroveLine

Company Mailing Address: 350 Myles Standish Boulevard, 2nd Floor, Taunton, Massachusetts 02780

Web Address www.groveline.com

E-mail Address info@groveline.com

Physical Address 350 Myles Standish Boulevard, 2nd Floor, Taunton, Massachusetts 02780

Company Liaison Kelly Knapp

Title Member/Vice President

Phone 800-334-3050

Fax 888-801-6260

E-mail address kknapp@groveline.com

Consumer Liaison Kevin Estes

Title Member/Vice President

Address 350 Myles Standish Boulevard, 2nd Floor, Taunton, Massachusetts 02780

Phone 800-334-3050

Fax 888-801-6260

E-mail address kestes@groveline.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 of 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

Kelly Knapp, Member/Vice President
Printed/Typed Name of Representative

2/3/03

Date

Effective: 07/15/2003

TELECOMMUNICATIONS TARIFF

OF

EliteView LLC d/b/a GroveLine

350 Myles Standish Boulevard, Taunton, Massachusetts 02780

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by EliteView LLC d/b/a GroveLine ("Company") within the State of Florida. This Tariff is on file with the Florida Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business: 350 Myles Standish Boulevard, 2nd Floor, Taunton, Massachusetts 02780.

Issued: January 9, 2004

Issued By:

Kelly Knapp, Member/Vice President
350 Myles Standish Boulevard, 2nd Floor
Taunton, Massachusetts 02780

Effective Date:

CHECK SHEET

Sheets 1 through 41 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	26	Original
2	Original	27	Original
3	Original	28	Original
4	Original	29	Original
5	Original	30	Original
6	Original	31	Original
7	Original	32	Original
8	Original	33	Original
9	Original	34	Original
10	Original	35	Original
11	Original	36	Original
12	Original	37	Original
13	Original	38	Original
14	Original	39	Original
15	Original	40	Original
16	Original	41	Original
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		

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EXPLANATION OF SYMBOLS

- (D) **Deleted or discontinued**
- (I) A change resulting in an **increase** to a Customer's bill
- (M) **Moved from** another Tariff location
- (N) **New**
- (R) A change resulting in a **reduction** to a Customer's bill
- (T) A change in **text** or **regulation** but no change to rate or charge

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TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the heading of each sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. 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 Commission follows in its Tariff approval process, the most current sheet number on file with the Commission is not always the sheet 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 code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1 A.
 - 2.1.1.A.1.
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- 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 sheets 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 sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

APPLICATION OF TARIFF

This Tariff contains the rates, terms and conditions applicable to the provision of specialized resold intrastate telecommunications services by EliteView LLC d/b/a GroveLine between various locations within the State of Florida.

All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offerings.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Authorized User:

A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange service or is placed in a position by the Customer, either through acts or omissions, to use local exchange service.

Business Service:

A service which conforms to one or more of the following criteria:

- A. used primarily for paid commercial, professional or institutional activity; or
- B. the service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. the service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. the service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of service, without compensation or reimbursement, for a charitable or civic purpose will not constitute business use of service unless other criteria apply.

Called Station:

The terminating point of a call (i.e., the called number).

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Calling Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Carrier or Common Carrier:

Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

Commission:

Florida Public Service Commission

Commitment Period:

The time period stated in a Customer contract wherein the Customer is obligated to continue service with the Company in accordance with the terms of the Contract.

Company:

EliteView LLC d/b/a GroveLine ("GroveLine")

Credit Card:

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Customer:

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Dedicated Access:

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station or the Company's operator.

Prepaid Calling Card:

A card issued by the Company permitting users to purchase a predetermined amount of access to the Company's long distance service prior to the use of Service(s). Also called a debit card.

Residential Service:

A service which does not meet the definition of a business service and conforms to the following criteria:

- A. the use of the service is primarily and substantially of a social or domestic nature; and
- B. service is located in a residence, or in the case of a combined business and residential premises, the service is located in the residential section of the premises.

Subscriber:

See "Customer" definition.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Toll Free ("800") Number:

An interexchange service offered pursuant to this Tariff for which the called party is assigned a unique 800-NXX-XXXX or 866-NXX-XXXX, 888-NXX-XXXX or 887-NXX-XXXX number, or any other NPA, and is billed for calls terminating at that number.

Travel Card

See definition of "Calling Card."

User:

Any person or entity that obtains the Company's services provided under this tariff, regardless of whether such person or entity is so authorized by the Customer

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SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and terminating in any area within the State of Florida. All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offerings.
- 2.1.2. Company is a non-facilities-based provider of resold interexchange telecommunications services to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport, and termination services provided by interexchange carriers.
- 2.1.4. Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.5. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.
- 2.1.7. Customer's monthly charges for Company's intrastate long distance service are based on the total time Customer actually uses the service. Unless otherwise stated in this Tariff, billing increments for intrastate long distance calls are initially eighteen (18) seconds with six (6) second increments thereafter.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.2. LIMITATIONS OF SERVICE**

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.2.2. Company reserves the right to disconnect service, with proper notice if necessary, without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this Tariff or the Commission rules.
- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.
- 2.2.7. 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.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. USE**

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is certificated as an interexchange carrier by the Commission. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.4. Application for service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.5. A business Customer may extend service capable of two-way communications to the location of another business Customer for the purpose of performing clerical services, which include the answering and originating of telephone calls. All regulations governing the use of service and the charges normally associated with the provision of service are applicable.
- 2.3.6. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.
- 2.3.7. Service will not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass the called party.
- 2.3.8. Service will not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.3. USE, Continued

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

2.3.10 Service is not available for resale. Company reserves the right to terminate the service of Customers that violate this resale prohibition, immediately and without notice.

2.4. LIABILITIES OF THE COMPANY

2.4.1. The liability of the Company arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur, unless ordered by the Commission. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.

2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.

2.4.3. Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.4. Company shall be indemnified and held harmless by the Customer 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 Company's facilities; and
 - B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
 - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.5. 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.
- 2.4.6. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by 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 equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.7. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.8. 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 its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; 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 or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.9. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps, including obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as the Customer's agent, to the Company's network.
- 2.4.10. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing or verbally and within 30 days from date of invoice, unless Commission rules specify otherwise, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Florida law. 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 demands.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.11. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.
- 2.4.12. The Company will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing service to any Customer.

2.5. EQUIPMENT AND FACILITIES

- 2.5.1. The Company will use reasonable efforts to maintain the facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon written consent by the Company.
- 2.5.2. Equipment installed at the Customer premises for use in connections with the services the Company offers shall not be used for any purposes other than that for which the Company has provided the equipment.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. EQUIPMENT AND FACILITIES, Continued

2.5.3. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this tariff, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this tariff. Beyond this responsibility, the Company will not be responsible for:

- A. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- B. the reception of signals by Customer-provided equipment; or
- C. network control signaling when performed by Customer-provided network control signaling equipment.

2.5.4. At the request of the Customer, installation or maintenance may be performed outside of the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by the Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. CUSTOMER RESPONSIBILITIES

- 2.6.1. The Customer is responsible for the payment of all charges for service furnished to the Customer and for all additional charges for calls the Customer elects to continue making.
- 2.6.2. The Customer is responsible for compliance with applicable regulations set forth in this tariff.
- 2.6.3. The name(s) of the Customer(s) desiring to use the service must be properly verified.
- 2.6.4. The Customer agrees to return to the Company within five (5) days of termination of service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.7. CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF SERVICE

2.7.1. Unauthorized Use of Services

- A. Unauthorized use of Services occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Service, obtains the Company's Services provided under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Services, makes fraudulent use of the Company's Services, or uses specific Services that are not authorized.
- B. Fraudulent use includes, but is not limited to:
- 1 Using the Company's Services to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 - 2 Using or attempting to use the Company's Services with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 - 3 Toll free callers using the Company's Services with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
 - 4 Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.7. CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF SERVICE,
Continued

2.7.1. Unauthorized Use Services, Continued

- C. Customers are advised that use of telecommunications equipment and Services, including those provided under this tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll, PBX, and Centrex "clip-on" fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this tariff. Furthermore, Customers must notify the Company in writing of unauthorized use or charges appearing on the Customer's bill. All charges shall be deemed correct and authorized if such notice is not received by the Company within thirty (30) days from the date of issuance of the Customer's bill.

2.7.2. Liability for Unauthorized Use

- A. The Customer is responsible for payment of all charges for Services provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is responsible for payment of all outbound call charges arising from calls placed to a Customer's 800 service number, whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.7. CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF SERVICE,
Continued

2.7.2. Liability for Unauthorized Use, Continued

- C. The Customer is liable for all costs incurred as a result of unauthorized use of the network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the Customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer's service. The Company will also assist the Customer in facilitating changes in phone number, and assist the Customer in identifying perpetrator(s) of the fraud for purposes of pursuing civil remedies.
- D. The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the Company's Services.

2.7.3. Liability for Calling Card Fraud

- A. The Customer is liable for the unauthorized use of the Company's Services obtained through the fraudulent use of a Company Calling Card, provided that the unauthorized use occurs before the Company has been notified.
- B. The Customer must give the Company notice that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons.
- C. The limitations on Customer liability in this subsection shall not apply to pre-paid or debit cards.

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SECTION 2 - RULES AND REGULATIONS, Continued

**2.7. CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF SERVICE,
Continued**

2.7.4. Liability for Credit Card Fraud.

A. The Customer is liable for the unauthorized use of the Company's Services obtained through the fraudulent use of a Credit Card. The liability of the Customer for unauthorized use of the Company's Services by Credit Card fraud may be limited by state or federal law, and the Customer shall seek indemnification from the organization or company issuing such card for unauthorized use thereof.

2.8. ALLOWANCES FOR INTERRUPTIONS IN SERVICE

2.8.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4, herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.

2.8.2. For purposes of credit computation for service, every month shall be considered to have 30 days. No credit allowances will be allowed for an interruption of services for continuous duration of less than four (4) hours.

2.8.3. An interruption period begins when the Customer reports a service facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.8. ALLOWANCES FOR INTERRUPTIONS IN SERVICE, Continued**

- 2.8.4. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired, but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 2.8.5. Only Customers receiving services utilizing the Company's facilities and switch equipment will be entitled to credit allowances.
- 2.8.6. Credits for interruptions of service shall in no event exceed an amount equivalent to the Monthly Facility Charge for the month of service during which the event that gave rise to the claim for a credit occurred. A credit allowance as provided in Section 2.8.8. is applied against the rates specified and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- 2.8.7. No credit allowances will be made for any interruption in service:
- A. due to the negligence of, or non-compliance with the provisions of this Tariff, by any person or entity other than the Company, including but not limited to the customer or other common carriers connected to the service of the Company;
 - B. due to the failure of power, equipment, systems, or services not provided by the Company,
 - C. due to circumstances or causes beyond the control of the Company;
 - D. during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
 - E. during any period in which the Customer continues to use the service on a impaired basis;

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SECTION 2 - RULES AND REGULATIONS, Continued

2.8. ALLOWANCES FOR INTERRUPTIONS IN SERVICE, Continued

2.8.7. No credit allowances will be made for any interruption in service, Continued

- F. during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. that was not reported to the Company within thirty (30) days of the date that service was affected.

2.8 8 Credit for Service Interruption

- A. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than four (4) hours.
- B. The subscriber shall be credited for an interruption of four (4) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $Credit = (A/720) \times B$

A - outage time in hours -

B - total monthly charge for affected utility

SECTION 2 - RULES AND REGULATIONS, Continued**2.8. ALLOWANCES FOR INTERRUPTIONS IN SERVICE, Continued**

2.8.9. Company has no liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission or call processing of customer's communications traffic by any underlying carrier. The Company's liability for such damages occurring in the course of furnishing the Company's Services but not caused by its gross negligence or willful misconduct or that of its employees or agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which such mistakes, interruptions, omissions, delays, errors, or defects in the Company's furnishing of its Services occur.

2.9. RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.10. MINIMUM SERVICE PERIOD

The minimum service period is one month (30 days).

2.11. EARLY CONTRACT TERMINATION PENALTIES

2.11.1 In the event a Customer terminates service with the Company prior to the end of the service contract or in the event that the Company terminates service based upon Customer's default during the term of the service contract, Customer will pay to the Company a termination fee consisting of 1) any installation charges previously waived by Company, and 2) a termination penalty equivalent to the month-to-month rate for all service multiplied by the number of months remaining in the service contract. The termination fee will be due immediately upon termination of service.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.12. PAYMENTS AND BILLING**

- 2.12.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis and sent via first class mail or by electronic posting to a secure site on the Internet. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.
- 2.12.2. The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.12.3. Billing is payable via check, wire transfer, credit card or automatic bank debit upon receipt and past due thirty (30) days after issuance and posting of invoice. Switched access Customers who request printed invoices will be charged a monthly recurring fee set forth in Section 4.3.3. Switched access Customers who request electronic bills will incur no fees. Bills not paid within thirty (30) days after the date of posting are subject to a payment charge for the unpaid balance, as set forth in Section 4.2, and may be subject to additional collection agency fees.
- 2.12.4. A returned check charge as listed in Section 4.2 of this Tariff will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.
- 2.12.5. At the Customer's request, and upon payment of all outstanding non-disputed amounts owed by Customer to the Company for Service, Company will reconnect Customer whose Service has been disconnected for non-payment. Customer is also responsible for payment of the reconnection fee set forth in Section 4.2 of this Tariff.
- 2.12.6. Billing disputes should be addressed to Company's Customer Service Organization via telephone to (800) 334-3050. Customers also may be required to submit billing disputes in writing, addressed to Customer Service Department, 350 Myles Standish Boulevard, 2nd Floor, Taunton, Massachusetts 02780.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.12. PAYMENTS AND BILLING, Continued

2.12.7. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Commission for its investigation and decision.

The address and telephone number of the Commission are:

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

Telephone number: 904.413.6100
Toll free number: 800.342.3552

2.13. CANCELLATION BY CUSTOMER

2.13.1. Customer may cancel service by subscribing to another presubscribed interexchange carrier.

2.13.2. Customer is responsible for usage charges while still connected to the Company's service, even if the customer utilizes services rendered after the Customer's request for cancellation has been made.

SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY CUSTOMER, Continued

- 2.13.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed upon with the Customer for the non-recoverable portions of expenditures; or
 - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
 - C. If based on an order for service and construction has either begun or has been completed, but no service provided.

2.14. CANCELLATION BY COMPANY

- 2.14.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:
- A. In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public or to employees of the Company; or
 - B. In the event of Customer use of equipment in such manner as to adversely affect the Company's equipment or the Company's service to others; or
 - C. For unauthorized or fraudulent use.

In the event a Customer utilizes service for resale in violation of Section 2.3.10 of this tariff, Company will cancel service immediately and without notice.

SECTION 2 - RULES AND REGULATIONS, Continued**2.14. CANCELLATION BY COMPANY, Continued**

2.14.2. Company may discontinue service according to the following conditions upon five (5) working days' notice:

- A. For violation of Company's filed tariffs; or
- B. For the non-payment of any proper charge as provided by Company's Tariff, or
- C. For Customer's breach of the contract for service with Company.

2.14.3. 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 available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.

2.14.4. The Company may refuse to permit collect calling, calling card and third-number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

2.15. INTERCONNECTION

2.15.1. The Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for interconnections with the Company. In addition, the Customer shall ensure that its equipment and/or system or that of its agents is properly interfaced with the Company's service and the signals emitted into the Company's network are of the proper mode, band-width, power, data, speed and signal level from the intended use of the Customer. If the Customer or its agent fails to properly maintain and operate its equipment and/or system or that of its agent, the Company may, upon written request, require the use of protective equipment at the Customer's request.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.15. INTERCONNECTION, Continued**

- 2.15.2. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.15.3. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

2.16. DEPOSITS AND ADVANCE PAYMENTS

The Company does not collect deposits or advanced payments.

2.17. CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

2.18. TAXES

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

SECTION 2 - RULES AND REGULATIONS, Continued**2.19. UNCERTIFICATED RESALE PROHIBITED**

Resale of any tariffed service appearing herein by uncertificated resellers is strictly prohibited. Applicable services may be resold or rebilled only by companies authorized by the Florida Public Service Commission to provide intrastate interexchange telecommunications services, in accordance with the Commission's rules. The Company requires proof of certification in the form of a Telephone Certificate of Public Convenience and Necessity, or a copy thereof, prior to providing services for resale.

2.20. FULL FORCE AND EFFECT

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1. TIMING OF CALLS

- 3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's service. Usage begins when the called party answers, (i.e. when any two-way communication, often referred to as "conversation time" is possible). When the called party answers is determined by hardware supervision in which the local telephone company sends a signal to the carrier's switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when either the called or calling party hangs up.
- 3.1.2. The minimum call duration for billing purposes for all services, unless otherwise provided in this Tariff, is eighteen (18) seconds with six (6) second billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.

3.2. MINIMUM CALL COMPLETION RATE

Customers can expect a call completion rate of not less than ninety (90) percent during peak use periods for all Feature Group D Equal Access "1 plus" services. 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.

SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.3. GROVELINE TELECOMMUNICATIONS SERVICES**

- 3.3.1. Company provides switched and dedicated telecommunications services, which allow a Customer to establish a communications path between two stations by using uniform dialing plans.
- 3.3.2. **Switched Access Service** offers users both outbound One Plus and inbound toll free long distance telecommunications services.
- 3.3.3. **Dedicated Access Service** offers users both outbound One Plus and inbound, toll free long distance telecommunications services over dedicated local access connections to the underlying carrier's point of presence. This service is designed for Customers with high traffic volumes that justify the additional costs of dedicated access facilities.
- 3.3.4. **Directory Assistance** is provided by the Company's underlying carrier to subscriber's of record. The Customer may access the underlying carrier's Directory Assistance by dialing the area code plus 555-1212. The Customer will be billed for such service by Company, except as stated in this Tariff.
- 3.3.5. **Toll Free Service** is a switched or dedicated access service offering inbound, toll free, long distance telecommunications services from points originating and terminating in the State of Rhode Island. This service enables the caller to contact the Customer without incurring toll charges, through the use of an assigned "800, 866, 877" or other designated toll-free number. The Customer pays for the call.
- 3.3.6. **Travel Card Service** permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch-tone phone in the United States by dialing a toll free number and entering a personal identification code, followed by the desired telephone number. Calling Card calls appear on the Customer's monthly long-distance bill.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.3. GROVELINE TELECOMMUNICATIONS SERVICES, Continued

3.4. PROMOTIONS

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be approved by the Commission with specific starting and ending dates, and made part of this Tariff.

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SECTION 4 - RATES**4.1. SERVICE CHARGES**

Service charges per account are based on the following schedules:

4.1.1. Switched Access Outbound Service

Initial 18	Additional
<u>Seconds</u>	<u>6 Seconds</u>
\$0.0318	\$0.0106

4.1.2. Switched Access Toll Free Service

Initial 18	Additional
<u>Seconds</u>	<u>6 Seconds</u>
\$0.0318	\$0.0106

4.1.3. Dedicated Access Outbound Service

Initial 18	Additional
<u>Seconds</u>	<u>6 Seconds</u>
\$0.0210	\$0.0070

4.1.4. Dedicated Access Toll Free Service

Initial 18	Additional
<u>Seconds</u>	<u>6 Seconds</u>
\$0.0210	\$0.0070

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SECTION 4 - RATES AND CHARGES, Continued**4.1. SERVICE CHARGES, Continued**

4.1.5 Travel Card Service

Initial 30	Additional
<u>Seconds</u>	<u>6 Seconds</u>
\$0.0950	\$0.0190

4.2. MISCELLANEOUS FEES AND SURCHARGES

4.2.1 Late Payment Penalty

Bills not paid within thirty (30) days after the date of posting are subject to a payment charge of 1.5% on the unpaid balance, and may be subject to additional collection agency fees.

4.2.2. Returned Check Charge

A charge of \$25.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

4.2.3. Service Reconnection Fee

At the Customer's request, and upon payment of all outstanding non-disputed amounts owed by Customer to the Company for Service, Company will reconnect Customer whose Service has been disconnected for non-payment.

Service Reconnection Fee, per occurrence	\$25.00
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SECTION 4 - RATES AND CHARGES, Continued**4.3 SPECIAL RATES FOR THE HANDICAPPED****4.3.1 Telecommunications Relay Service**

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the calls shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for a call and shall not apply to per call charges such as a credit card surcharge.

4.4. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis, and made part of this Tariff.

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