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# The Helein Law Group, LLP

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Corporate & Finance  
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August 30, 2004

Blanca S. Bayo, Director  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Gerald Gunter Building  
Tallahassee, Florida 32399-0850

RECEIVED-FPSC  
AUG 31 AM 10:23  
COMMISSION  
CLERK

**Re: *Buyers United, Inc. – Certificate No. 8231  
Request to Change Name to UCN, Inc.***

Dear Ms. Bayo:

Buyers United, Inc., d/b/a buyersonline, d/b/a United Carrier Networks (“BUI” or the “Company”), respectfully submits an original plus four (4) copies of this letter to notify and request approval from the Florida Public Service Commission (“Commission”) of the Company’s name change to UCN, Inc. (“UCN”). A copy of evidence of the Amended Certificate of Authority received from the Florida Department of State is attached hereto as Exhibit A for your records and reference.

BUI is certified to provide interexchange telecommunications services within Delaware pursuant to Certificate No. 8231, in Docket No. 030564-T1, granting BUI a Certificate of Public Convenience and Necessity.

The aforementioned name change will not in any way inconvenience or cause harm to the Company’s customers, and Florida customers will continue to be provided high-quality, affordable telecommunications services by the Company under the name UCN, Inc.

Pursuant to Commission rules and regulations, BUI has included as Exhibit B revisions to its Florida IXC Tariff No. 2 reflecting the new corporate name of UCN, Inc. Please note that no information in this tariff, other than the Company name, has been modified.

*Original Tariff forwarded to CUP.*

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FPSC-COMMISSION CLERK

August 30, 2004  
Page 2

The Company respectfully requests Commission approval of its name change to UCN, Inc. and acceptance of its revised Florida IXC Tariff No. 2.

An additional copy of this filing is enclosed, to be date-stamped and returned in the postage prepaid envelope provided.

Should any questions arise regarding this matter, kindly contact the undersigned.

Respectfully submitted,



Jonathan S. Marashlian  
Regulatory Counsel

JSM/sr  
Enclosures

**EXHIBIT A**

**Evidence of Amended Certificate of Authority**



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

August 13, 2004

ERINN PARTRIDGE  
BUYERS UNITED, INC.  
13751 S. WADSWORTH PARK DR., #200  
DRAPER, UT 84020

Re: Document Number F03000001164

The Amendment to the Application of a Foreign Corporation for BUYERS UNITED, INC. which changed its name to UCN, INC., a Delaware corporation authorized to transact business in Florida, was filed on August 9, 2004.

Should you have any questions regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Teresa Brown  
Document Specialist  
Division of Corporation

Letter Number: 704A00050244

RECEIVED  
CORPORATION DIVISION  
AUG 13 2004

**EXHIBIT B**

**UCN, Inc. Tariff**

UCN, Inc.

**Florida IXC Tariff No. 2  
1st Revised Sheet No. 1  
Replaces Original Sheet No. 1**

**TITLE SHEET**

**FLORIDA TELECOMMUNICATIONS TARIFF**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for resold interexchange telecommunication services provided by UCN, Inc., with principal offices at 14870 South Pony Express Drive, Bluffdale Utah 84065. (T)

This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Issued: August 31, 2004

Effective:

Paul Jarman, President  
14870 South Pony Express Drive  
Bluffdale, Utah 84065

UCN, Inc.

Florida IXC Tariff No. 2  
1st Revised Sheet No. 2  
Replaces Original Sheet No. 2

**CHECK SHEET**

Current sheets in the tariff are as follows:

<u>Sheet</u>	<u>Revision</u>
1	1st Revised
2	1st Revised
2.1	1st Revised
3	1st Revised
4	1st Revised
5	1st Revised
6	1st Revised
7	1st Revised
8	1st Revised
9	1st Revised
10	1st Revised
11	1st Revised
12	1st Revised
13	1st Revised
14	1st Revised
15	1st Revised
16	1st Revised
17	1st Revised
18	1st Revised
19	1st Revised
20	1st Revised
21	1st Revised
22	1st Revised
23	1st Revised
24	1st Revised
25	1st Revised
26	1st Revised

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Paul Jarman, President  
14870 South Pony Express Drive  
Bluffdale, Utah 84065

UCN, Inc.

**Florida IXC Tariff No. 2**  
**1st Revised Sheet No. 2.1**  
**Replaces Original Sheet No. 2.1**

**CHECK SHEET**

Current sheets in the tariff are as follows:

<u>Sheet</u>	<u>Revision</u>
27	1st Revised
28	1st Revised
29	1st Revised
30	1st Revised
31	1st Revised
32	1st Revised
33	1st Revised
34	1st Revised
35	1st Revised
36	1st Revised
37	1st Revised
38	1st Revised
39	1st Revised
40	1st Revised
41	1st Revised
42	1st Revised
43	1st Revised
44	1st Revised
45	1st Revised
46	1st Revised
47	1st Revised
48	1st Revised
49	1st Revised
50	1st Revised
51	1st Revised
52	1st Revised
53	1st Revised

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UCN, Inc.

Florida IXC Tariff No. 2  
1st Revised Sheet No. 3  
Replaces Original Sheet No. 3

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**UCN, Inc.**

**Florida IXC Tariff No. 2  
1st Revised Sheet No. 4  
Replaces Original Sheet No. 4**

**SYMBOLS**

The following symbols shall be used in this tariff for the purpose 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

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UCN, Inc.

**Florida IXC Tariff No. 2  
1st Revised Sheet No. 5  
Replaces Original Sheet No. 5**

**CUSTOMER CONTACT INFORMATION**

Customer Contact - For establishment of service, complaints and inquires regarding service and billing, or reporting or inquiring about network outages or service problems.

Kimm Partridge  
14870 S. Pony Express Rd.  
Bluffdale, UT 84065  
(800) 363-6177  
kimm.partridge@buyoinc.com

Commission Contact - For complaints, inquiries and matters concerning rates, terms or conditions of this tariff.

Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850  
(800) 342-3552

**TARIFF FORMAT SHEETS**

- A. **Sheet Numbering** – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1
  
- B. **Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4<sup>th</sup> revised Sheet 14 cancels the 3<sup>rd</sup> revised Sheet 14. Because of various suspension periods, deferrals, etc., the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

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**TARIFF FORMAT SHEETS, (cont)**

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

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

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

UCN, Inc.

**Florida IXC Tariff No. 2  
1st Revised Sheet No. 7  
Replaces Original Sheet No. 7**

## **SECTION 1 - DEFINITIONS**

The following definitions are used throughout this tariff.

**Automatic Number Identification (ANI):** Allows the automatic transmission of caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

**Authorized User:** A person, firm or corporation, or any other entity authorized by the customer or subscriber to communicate utilizing the Company's services.

**Company or UCN, Inc.:** The issuer of this tariff.

**Customer or Subscriber:** The person, firm or corporation, which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

**FPSC:** Refers to the Florida Public Service Commission.

**Service Commencement Date:** The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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## SECTION 2 RULES AND REGULATIONS

### 2.1 Undertaking of the Company:

#### 2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way transmission between points within the State of Florida.

The services offered herein may be used for any lawful purpose. However, resellers must be certified by the Florida Public Service Commission as an Interexchange Carrier. The Customer remains liable for all obligations under this tariff even if such sharing or resale arrangements exist regardless of the Company's knowledge of these arrangements. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations.

Company services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of any tariff or tariff of such other communications carriers.

The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

The services of the Company are furnished for the transmission of voice communications but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the technologies or combination of technologies available. Service is available twenty-four hours a day, seven days a week.

### 2.2 Limitations

2.2.1 The Company reserves the right to limit or to allocate the use of its existing and future facilities when necessary because of a lack of facilities or due to any cause beyond the Company's control.

2.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services will be provided using the Company's fiber optic and other facilities as well as facilities the Company may obtain from other carriers.

**SECTION 2 RULES AND REGULATIONS**

**2.2 Limitations (Cont.)**

- 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 All services and resold facilities provided under this tariff are directly or indirectly controlled by the Company and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5 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.

**SECTION 2 RULES AND REGULATIONS (cont)**

**2.3 Selection of Transmission**

The Company selects and/or arranges for directly or with its underlying carrier(s) the channels and/or service components and underlying network facilities used to provide service. The Company may modify or change the channels, service components and underlying Company facilities or underlying carrier at any time subject to Part 68 of the FCC's Rules and Regulations and this tariff.

**2.4 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

**2.5 Liability of the Company**

2.5.1 The Company shall not be liable for any claim, loss, expense, or damage for any interruption, delay, error, omission, or defect in any service, facility of transmission provided under this tariff, if caused an act of God, fire, war, civil disturbance, act of government or due to any other causes beyond the Company's control.

2.5.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

2.5.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

2.5.4 The company's liability, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected.



**SECTION 2 RULES AND REGULATIONS (cont)**

**2.5 Liability of the Company, (cont)**

No other liability in any event shall attach to the Company except as ordered by the Commission.

2.5.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.

2.5.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

2.5.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express or implied, **INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

2.5.8 The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service, which is not the direct result of the Company's negligence.

**2.6 Allowances for Interruptions in Service**

A credit allowance will be given for interruptions of service, subject to the provisions of this section.

**2.6.1 Credit for Service Interruptions**

A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption in service is considered to exist when a circuit, service or facility is unusable.

**SECTION 2 RULES AND REGULATIONS**

**2.6 Allowances for Interruptions in Service (Cont.)**

**2.6.1 Credit for Service Interruptions**

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

If the Customer reports an interruption but declines to release the circuit, service or facility for testing and repair, no interruption period will be deemed to exist.

**SECTION 2 RULES AND REGULATIONS (cont)**

**2.6 Allowances for Interruptions in Service, (cont)**

**2.6.1 Credit for Service Interruptions, (cont)**

A credit allowance is applied on a pro rata basis, dependent on the duration of the interruption, against the monthly recurring charges payable by Customer under this tariff, and shall be expressly indicated on the next Customer bill. Only those facilities on an interrupted portion of a circuit or service will receive a credit.

For calculating credit allowances, every month is considered to have 30 days. The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any applicable monthly rates. A credit is issued after 24 hours of a service interruption.

**2.6.2 Limitations on Allowances**

No credit allowance will be made for:

- (a) interruptions due to the negligence of; or noncompliance with the provisions of this tariff by, the Customer, authorized user or joint user.
- (b) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (c) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (d) interruptions of service during a 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; and
- (e) interruption of service due to circumstances or causes beyond the control of Company.

**SECTION 2 RULES AND REGULATIONS (cont)**

**2.7 Obligations of the Customer**

The obligations of the Customer shall include the following:

- (a) The Customer shall be responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer.
- (b) The Customer shall provide at no charge, as specified by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for the Company's facilities and equipment installed on the Customer's premises;
- (c) If required by the Company, the Customer shall obtain, maintain, and otherwise have fully responsibility for all rights-of-way and conduit necessary for installation of the Company's facilities from the building entrance or property line to the location of the Company's equipment space on the Customer's premises. The Customer may be required to bear any costs associated with obtaining and maintaining the rights-of-way described herein, including building modification costs. The Customer shall also be responsible for complying with all applicable laws, and obtaining all required permits or other approvals related to the location and installation of the Company's facilities and equipment in the Customer's premises or within the rights-of-way for which the Customer is responsible. The Customer and the Company may mutually agree to enter into a contract under which the Company will provide some or all such non-regulated services and facilities.
- (d) The Customer shall grant or obtain permission for the Company's employees or agents to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or removing the facilities or equipment of the Company and/or inspecting the Customer-provided equipment which is connected to the Company's facilities.

**SECTION 2 RULES AND REGULATIONS (cont)**

**2.7 Obligations of the Customer, (cont.)**

(e) The Customer shall be responsible for the provision, operation and maintenance of any Customer- provided terminal equipment connected to the Company's equipment and facilities, and for ensuring compatibility with the Company's equipment and facilities. The Customer shall be responsible for ensuring that the Customer-provided equipment shall not cause damage to the Company's equipment, facilities and wiring or injury to the Company's employees or to other persons. Upon the Company's request, the Customer will submit to the Company a complete manufacturer's specification sheet for each item of the Customer provided equipment that is or is proposed to be attached to the Company's facilities. The Company may provide, at the Customer's expense, any additional protective equipment required, in the sole opinion of the Company, to prevent damage or injury resulting from the connection by any Customer-provided equipment.

(f) The Customer warrants that the services pursuant to this tariff are intrastate in nature.

(g) The Customer shall cooperate with the Company to plan, coordinate and undertake any actions required to maintain maximum network capability following natural or manmade disasters, which affect telecommunications services.

(h) The customer is responsible for any late payment charges incurred as specified in this tariff.

**SECTION 2 RULES AND REGULATIONS (cont)**

**2.8 Use of Service**

**2.8.1 Prohibited Uses**

The Customer shall not use or allow the use of the Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

**2.8.2 Abuse**

The abuse of Company Services is prohibited. Abuse includes, but is not limited to, the following activities:

- (a) Using service to make calls which might reasonably be expected to frighten, torment, or harass another; or
- (b) Using service in such a way that it interferes unreasonably with the use of Company services by others.

**2.8.3 Fraudulent Use**

The fraudulent use of; or the intended or attempted fraudulent use of service is prohibited. Fraudulent use consists of using or attempting to use service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service including but not limited to:

- (a) Rearranging, tampering with, or making connections not authorized by this tariff to any network components used to furnish service; or
- (b) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices.

**SECTION 2 RULES AND REGULATIONS (cont)**

**2.9 Customer Equipment and Channels**

**2.9.1 General**

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 Customer may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

**2.9.2 Interconnection of Facilities**

(a) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

(b) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or tariffs of the other communications carriers that are applicable to such connections.

(c) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

**SECTION 2 RULES AND REGULATIONS (cont)**

**2.9 Customer Equipment and Channels, (cont)**

**2.9.3 Inspections**

(a) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

(b) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.



**SECTION 2 RULES AND REGULATIONS (cont)**

**2.10 Payments**

Obligations of the Customer with regard to payments shall include:

(a) The Customer shall pay outstanding charges in full within 30 days of the invoice date. Monthly recurring charges invoiced on or about the first of the month for which the charges apply. Amounts not paid within thirty days after the date of the invoice are considered delinquent and are subject to Late Payment Charges as outlined in this tariff.

The Customer is responsible for safeguarding the service from use by unauthorized persons, and to pay all charges for use of the service by any persons whether or not authorized by the Customer, except in those instances where it has been determined that the Customer's present and former employees, agents and authorized users were not responsible for calls billed to the Customer via third party billing and the Company did not verify that the charges for the call would be accepted. The Customer is not responsible for unauthorized use of service to the extent such use is proximately caused by the Company's willful or negligent act.

(b) If required by the Company, the Customer shall make an advance payment before services are furnished, which advance payment will be credited to the Customer's initial bill. The Company may require such an advance payment, if the Company considers this action necessary to safeguard its interests.

(c) The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

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Issued: August 31, 2004

Effective:

Paul Jarman, President  
14870 South Pony Express Drive  
Bluffdale, Utah 84065

**SECTION 2 RULES AND REGULATIONS (cont)**

**2.10 Payments, (cont)**

(d) A service charge of up to \$20.00 shall be imposed for any payment for which a draft is returned for insufficient funds.

(e) Any Customer who has been under billed for services rendered will be notified by the Company upon the discovery of the under billing. Notification will include the reason(s) that the under billing occurred. The Customer is responsible for payment of unbilled charges for services rendered up to and including twenty-four (24) months prior to the issuance of the notification to the Customer.

**2.10.1 Late Payment Charge**

A Late Payment Charge of 1.2% will apply to each Customer bill when the previous months bill has not been paid in full, leaving an unpaid balance carried forward. The late payment charge is applied to the total unpaid amount carried forward and is included in the total amount due on the current month's bill. The amount of the late payment penalty shall be indicated on the Customer's bill.

**2.10.2 Disputed Bills**

Any Customer who disputes a portion of a bill rendered for Company services shall pay the undisputed portion of the bill and provide written notice to the Company that such unpaid amount is in dispute within thirty days of receipt of the bill. If such written or verbal notice is not received by the Company within thirty days as indicated above, the bill statement shall be deemed to be correct and payable in full by the Customer.

(a) In the event a Customer and the Company cannot resolve the dispute to their mutual satisfaction, the Customer may contact the Public Service Commission of Florida, 800-342-3552, in accordance with the Commission's rules of procedure.

(b) Once the investigation is completed the Customer shall submit payment of any outstanding amounts deemed due, to the Company, within five (5) working days.

**2.10.3 Moves Adds and Changes**

Upon written request from the Customer, the Company will transfer an existing service from one location to another, change from one class of service to another, or add additional services or features to specific lines and equipment. The Company may charge the Customer a non-recurring charge for such service.

## SECTION 2 RULES AND REGULATIONS (cont)

### 2.11 Grounds for Refusal of Service

The Company may refuse to establish service if any of the following conditions exist:

(a) The Company will provide five working days written notice of refusal of service for the following: (1) non-payment of bills; and/or (2) non-compliance with Commission Regulations or Company Rules and Regulations as filed with the Florida Public Services Commission.

(b) The Company will not provide notice of refusal of service under the following conditions: (1) tampering with equipment owned by the company; (2) in the event of unauthorized or fraudulent use of service; and/or (3) customer use of equipment in such a manor as to adversely effect the company.

(c) The Company will provide notice of refusal of service within a reasonable time frame under the following conditions: (1) violation of state or municipal law, regulation, or pertinent ordinance to telecommunications services; (2) use of service for any other purpose than describe herein; and/or (3) for neglect/refusal to provide reasonable access to the Company for purposes of inspections and maintenance of equipment owned by the Company.

### 2.12 Customer Request of Cancellation

The Company will, upon Customer request, discontinue or suspend services.

### 2.13 Cancellation of Service

If the Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reason, the Customer agrees to pay to the Company all costs, fees, and expenses reasonably incurred in connection with special construction and with the term of service. In addition, the Customer may be liable for termination charges up to a maximum amount equal to the total of charges applicable for the remaining term specified in the service order.

**SECTION 2 RULES AND REGULATIONS (cont)**

**2.14 Termination of Service**

- (a) After the expiration of the initial contract period and if no new contract period is agreed upon, in writing, by the Company and Customer, service may be terminated upon 30 days advance notice to the Company and payment of all charges due to the date of termination of the service, including charges calculated at a month-to-month rate after the expiration of the contract period.
- (b) Prior to the expiration of the initial contract period, service may be terminated upon 30 days advance notice to the Company and upon payment of the termination charges hereinafter provided, in addition to all charges for the period service has been rendered.
- (c) The Customer is liable for termination charges up to a maximum amount equal to the total charges applicable for the remaining contract term.
- (d) The Customer may terminate service prior to the expiration of the term without liability if the Customer orders new service through the Company with a length and a minimum monthly billing commitment exceeding the original agreement. The former service will terminate on the start date of the new service.

**2.15 Restoration of Service**

A reconnection charge shall be imposed on any Customer whose service has been discontinued pursuant to the provisions of this tariff.

Should the Customer request that service be restored during a period other than regular working hours, such as evenings or weekends, the Customer may be required to pay an after-hour charge for service reconnection.

**SECTION 2 RULES AND REGULATIONS (cont)**

**2.16 Assignment**

The Company may, without obtaining any further consent from the Customer, assign any of its rights, privileges or obligations under this tariff: to any subsidiary, parent company or affiliate of the Company; pursuant to any sale or transfer of substantially all the business of the Company; or pursuant to any financing, merger or reorganization of the Company.

The Customer may, upon prior written consent of the Company, which consent shall not be unreasonably withheld, assign its fights, privileges or obligations under this tariff: to any subsidiary, parent company or affiliate of the Customer; pursuant to any sale or transfer of substantially all the business of the Customer; or pursuant to any financing, merger or reorganization of the Customer. The Company reserves the right to terminate service if the Customer makes any assignment, transfer, or disposition of its rights, privileges or obligations under this tariff without the consent of the Company. Any lawful successor to the Customer, or any other entity that accepts Company's service shall be obligated to pay to Company any amounts due.

**2.17 License, Agency or Partnership**

No license, expressed or implied, is granted by the Company to the Customer by virtue of an agreement for the furnishing of service hereunder. Neither the Customer nor any joint or authorized users shall represent or otherwise indicate to its Customers or others that the Company jointly participates in the Customer's or joint user's services. The relationship between the Company and the Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement, unless such relationship or agreement is expressly agreed to in writing by both the Company and the Customer.

**2.18 Proprietary Information**

Neither the Company nor the Customer or any joint or authorized user shall disclose any plans, drawings, trade secrets or other proprietary information of the other party which is made known in the course of the furnishing of service hereunder, except as may be required by law, without prior written consent.

## SECTION 2 RULES AND REGULATIONS

### 2.19 Other Rules

#### 2.19.1 Regulatory Changes

The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the Florida Public Service Commission and the Federal Communications Commission.

#### 2.19.2 Refunds or Credits for Service Outages or Deficiencies

Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.

### 2.20 800/888/877/866 Numbers

2.20.1 The Company will make every effort to reserve "800/888/877/866" vanity numbers on behalf of customers, but makes no guarantee or warrantee that the requested "800/888/877/866" number(s) will be available or assigned to the customer requesting the number.

2.20.2 If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800/888/877/866 service to another carrier (e.g., "porting" of the 800/888/877/866 number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.

2.20.3 800/888/877/866 numbers shared by more than one Customer, whereby individual customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. The Company will only honor Customer requests for change in Resp Org or 800/888/877/866 service provider for 800/888/877/866 numbers dedicated to the sole use of that single Customer.

## SECTION 3 DESCRIPTIONS OF SERVICES

### 3.1 Description of Rates and Charges

#### 3.1.1 Application of Charges

Long Distance Communications Service includes recurring and nonrecurring charges. Stabilized recurring charges may be offered on a Customer specific basis where service demands or competitive necessity justify such charges. Recurring charges consist of flat-rated monthly and usage-sensitive charges. Service also may include a Minimum Charge. Nonrecurring charges for installation of a service and additions to service, as well as a Termination Charge and Cancellation Charge, are also included.

(a) Non-Recurring Charges: Non-Recurring Charges are billed in advance.

(b) Recurring Charges: Recurring Charges, including usage-sensitive charges, are billed in arrears.

#### 3.1.2 Taxes

The Customer will be billed for, and is responsible for payment of any taxes, surcharges, fees or assessments (excluding taxes on the Company's net income) imposed on or based upon provision, sale or use of the Company's services.

#### 3.1.3 Jurisdiction

When the location of the calling and the called stations is a factor in rate determination, the rate is calculated according to whether the termination of the call is intrastate, interstate or international. This tariff contains rates for intrastate calls only.

## SECTION 3 DESCRIPTIONS OF SERVICES

### 3.2 Timing of Calls

- 3.2.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for all calls ends when either one of the parties disconnects from the call.
- 3.2.3 The minimum call duration and additional billing increments are specified on a per product basis in this section of the tariff.
- 3.2.4 The Company will not bill for incomplete calls.

### 3.3 Special Access Channels

Special access channels (i.e.: dedicated facilities), if utilized, are provided and billed to the Customer by the local exchange telephone company. Charges for the special access channel are determined by the local access provider and the Customer is responsible for payment of these charges to the local exchange telephone company. The Company will, at the Customer's request, act on behalf of the Customer in the ordering and installation of the special access channel with the access provider. The Company may also request the access provider to bill them for the account, in the name of the Customer. If this option is utilized, the Company will pass the charges, including a billing service fee, through to the Customer.

### 3.4 Quality and Grade of Service Offered

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 98% 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.



**SECTION 3 DESCRIPTIONS OF SERVICES**

**3.5 Service Offerings**

**3.5.1 Switched Long Distance Service**

Switched Long Distance Service is a usage based direct dialed interexchange service, which utilizes switched access facilities, from equal access locations, on the originating end of each call. Calls are billed in a maximum of 60 second increments. All charges are billed monthly in arrears.

**3.5.2 Switched Toll-Free Service**

Switched Toll-Free Service provides Toll-Free calls to terminating points throughout the state of Florida, which utilizes switched access facilities, from equal access locations, on the terminating end of each call. Charges for the Toll-Free calls are billed to the Company's Customers rather than the caller. Calls are billed in a maximum of 60 second increments with an initial call duration of 60 seconds. All charges are billed monthly in arrears.

**3.5.3 Dedicated Long Distance Service**

Dedicated Long Distance Service is a direct dialed interexchange service, which utilizes dedicated access facilities on the originating end of each call. Calls are billed in 6 second increments with an initial call duration of 6 seconds. All charges are billed monthly in arrears.

**3.5.4 Dedicated Toll Free Service**

Dedicated Toll Free Service provides inbound '800/888/877/866' calling to points terminating within the State of Florida utilizing dedicated access facilities on the terminating end of each call. Charges for the '800/888/877/866' calls are billed to the Company's Customers rather than to the originating caller. Calls are billed in 6 second increments with an initial call duration of 18 seconds. All charges are billed monthly in arrears.

**3.5.5 Calling Card**

Calls are billed in a maximum of 60 second increments with an initial call duration of 60 seconds. All calls are billed in arrears.

**SECTION 3 DESCRIPTIONS OF SERVICES**

**3.6 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA.

FORMULA:

The square root of:

$$\frac{\sqrt{(V1 - V2)^2 + (H1 - H2)^2}}{10}$$

## SECTION 4 RATES

### 4.1 Rates and Charges

Customers may receive service from differing underlying carriers and may choose Outbound 1+ and/or Inbound toll free options from Plans 10 - 23.

#### 4.1.1 Plan 1

Plan 1 is a small business service. It provides Outbound 1+ switched and Inbound toll free calling. Calls are billed in 6 second increments.

Rates:

#### **Outbound 1+ Switched:**

Monthly Minutes of Use	Rate
0 – 999	\$0.0808
1,000 – 1,999	0.0768
2,000 – 2,999	0.0687
3,000 – 3,999	0.0663
4,000 – 4,999	0.0654
5,000 – 5,999	0.0614
6,000 – 6,999	0.0606
7,000 – 7,999	0.0566
8,000 – 8,999	0.0525
9,000 – 9,999	0.0485
10,000 – 10,999	0.0445
11,000 +	0.0331

**Inbound Toll Free:** \$0.095

Directory Assistance: Plan 1 customers will be charged \$0.60 per minute for intrastate Directory Assistance calls.

**SECTION 4 RATES**

**4.1 Rates and Charges (Cont.)**

**4.1.2 Plan 2**

Plan 2 is a residential service. It provides Outbound 1+ switched calling. Calls are billed in 60 second increments.

Rates:

**Outbound 1+ Switched**

Monthly Minutes of Use	Rates
0 – 999	\$0.090
1,000 – 1,999	0.085
2,000 – 2,999	0.077
3,000 – 3,999	0.072
4,000 – 4,999	0.069
5,000 – 5,999	0.068
6,000 – 6,999	0.063
7,000 – 7,999	0.054
8,000 – 8,999	0.050
9,000 +	0.037

Directory Assistance: Plan 2 customers will be charged \$0.60 per minute for intrastate Directory Assistance calls.

**SECTION 4 RATES**

**4.1 Rates and Charges (Cont.)**

**4.1.3 Plan 3**

Plan 3 is a residential service. It provides Outbound 1+ switched calling and Inbound toll free calling. Calls are billed in 60 second increments.

Rates:

**Outbound 1+ Switched:**

Monthly Minutes of Use	Rate
0 – 999	\$0.0800
1,000 – 1,999	0.0744
2,000 – 2,999	0.0680
3,000 – 3,999	0.0600
5,000 – 5,999	0.0560
6,000 – 6,999	0.0520
4,000 – 4,999	0.0504
7,000 – 7,999	0.0480
8,000 – 8,999	0.0440

**Inbound Toll Free:** \$0.18

Monthly fee: \$2.50

Directory Assistance: Plan 3 customers will be charged \$0.60 per minute for intrastate Directory Assistance calls.

**SECTION 4 RATES**

**4.1 Rates and Charges (Cont.)**

**4.1.4 Plan 4**

Plan 4 is a switched plan of long distance services available to residential customers. Plan 4 Option plans include the following services: Outbound 1+ switched and Inbound toll-free services. Calls are billed in 60 second increments.

Rates:

**Outbound 1+ Switched**

Monthly Minutes of Use	Rates
0 – 2,999	\$0.070
3,000 – 5,999	0.068
6,000 – 8,999	0.063
9,000 – 11,999	0.054
12,000 +	0.050

**Inbound Toll Free:** \$0.10

Monthly fee: \$4.95

Directory Assistance: Plan 4 customers will be charged \$0.60 per minute for intrastate Directory Assistance calls.

## SECTION 4 RATES

### 4.1 Rates and Charges (Cont.)

#### 4.1.5 Plan 5

Plan 5 is a small business switched long distance service offering consisting of 1+ outbound and toll free inbound service. Calls are billed in 6 second increments.

Rates:

#### **Outbound 1+ Switched**

Monthly Minutes of Use	Rate
0 – 999	\$0.1150
1,000 – 1,999	0.1093
2,000 – 2,999	0.1081
3,000 – 3,999	0.1070
5,000 – 5,999	0.0978
6,000 – 6,999	0.0943
4,000 – 4,999	0.1035
7,000 – 7,999	0.0932
8,000 – 8,999	0.0920
9,000 – 9,999	0.0874
10,000 – 10,999	0.0863
11,000 – 11,999	0.0751
12,000 – 12,999	0.0727
13,000 – 13,999	0.0646
14,000 +	0.0472

**Inbound Toll Free:** \$0.1299

Directory Assistance: Plan 5 customers will be charged \$0.60 per minute for intrastate Directory Assistance calls.

## SECTION 4 RATES

### 4.1 Rates and Charges (Cont.)

#### 4.1.6 Plan 6

Plan 6 is a switched long distance offering of services available to business/commercial customers. Plan 6 includes the following services: 1+ outbound and calling card services. Outbound 1+ switched calls are billed in 6 second increments. Calling card calls are billed for a 60 second minimum increment and 6 second additional increments.

Rates

#### **Outbound 1+ Switched**

Monthly Minutes of Use	Rate
0 – 999	\$0.0850
1,000 – 1,999	0.0808
2,000 – 2,999	0.0805
3,000 – 3,999	0.0765
4,000 – 4,999	0.0723
5,000 – 5,999	0.0683
6,000 – 6,999	0.0680
7,000 – 7,999	0.0638
8,000 – 8,999	0.0595
9,000 – 9,999	0.0566
10,000 – 10,999	0.0536
11,000 +	0.0509

Calling Card: \$0.10

Directory Assistance: Plan 6 customers will be charged \$0.60 per minute for intrastate Directory Assistance calls.

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## SECTION 4 RATES

## 4.1 Rates and Charges (Cont.)

## 4.1.7 Plan 7

Plan 7 is a residential service. It provides Outbound 1+ switched calling. Calls are billed in 60 second increments.

Monthly Minutes of Use	Rates
0 – 999	\$0.090
1,000 – 1,999	0.080
2,000 – 2,999	0.077
3,000 – 3,999	0.072
4,000 – 4,999	0.069
5,000 – 5,999	0.054
6,000 – 6,999	0.050
7,000 +	0.037

Directory Assistance: Plan 7 customers will be charged \$0.60 per minute for intrastate Directory Assistance calls.

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**SECTION 4 RATES**

**4.1 Rates and Charges (Cont.)**

**4.1.8 Plan 8**

Plan 8 is a small business service that provides Inbound toll free calling. Calls are billed in 6 second increments.

Monthly Minutes of Use	Rate
0 – 999	0.1400
1,000 – 1,999	0.1150
2,000 – 2,999	0.1080
3,000 – 3,999	0.1039
4,000 – 4,999	0.0979
5,000 – 5,999	0.0874
6,000 – 6,999	0.0863
7,000 – 7,999	0.0850
8,000 – 8,999	0.0809
9,000 – 9,999	0.0759
10,000 – 10,999	0.0723
11,000 – 11,999	0.0649
12,000 – 12,999	0.0638
13,000 – 13,999	0.0614
14,000 – 14,999	0.0606
15,000 – 15,999	0.0599
16,000 – 16,999	0.0566
17,000 – 17,999	0.0525
18,000 – 18,999	0.0509
19,000 – 19,999	0.0485
20,000 – 20,999	0.0445
21,000 +	0.0331

Monthly access fee: \$2.50

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## SECTION 4 RATES

### 4.1 Rates and Charges (Cont.)

#### 4.1.9 Plan 9

Plan 9 is a residential service that provides Inbound toll free calling. Calls are billed in 60 second increments.

Monthly Minutes of Use	Rate
0 – 999	\$0.077
1,000 – 1,999	0.070
2,000 +	0.068

Monthly access fee: \$2.50

#### 4.1.10 Plan 10

Plan 10 is a residential service that provides Outbound 1+, Inbound toll free and calling card service at flat rates. Calls are billed in 60 second increments.

**Outbound 1+ Switched:                    \$0.109**

Monthly Access Fee:                    \$4.95

**Inbound Toll-Free:                    \$0.129**

A monthly fee of \$1.00 applies

**Calling Card:                    \$0.149**

Directory Assistance: Plan 10 customers will be charged \$0.95 per call for intrastate Directory Assistance.

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**SECTION 4 RATES**

**4.1 Rates and Charges (Cont.)**

**4.1.11 Plan 11**

Plan 11 is a residential/small business service that provides Outbound 1+, Inbound toll free and calling card service at flat rates. Calls are billed in 60 second increments.

**Outbound 1+ Switched:** \$0.3028

A monthly access fee of \$2.99 applies if monthly usage is less than \$20.00

**Inbound Toll-Free:** \$0.3028

A monthly fee of \$1.00 applies

**Calling Card:** \$0.149

Directory Assistance: **Plan 11** customers will be charged \$0.95 per call for intrastate Directory Assistance.

**SECTION 4 RATES**

**4.1 Rates and Charges (Cont.)**

**4.1.12 Plan 12**

Plan 12 is a residential service that provides Outbound 1+, Inbound toll free and calling card service at flat rates. Calls are billed in 60 second increments.

**Outbound 1+ Switched:** \$0.06

A monthly access fee of \$2.99 applies if monthly usage is less than \$20.00

**Inbound Toll-Free:** \$0.06

A monthly fee of \$1.00 applies

**Calling Card:** \$0.099

Directory Assistance: Plan 12 customers will be charged \$0.95 per call for intrastate Directory Assistance.

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## SECTION 4 RATES

### 4.1 Rates and Charges (Cont.)

#### 4.1.13 Plan 13

Plan 13 is a small business service that provides Outbound 1+ and Inbound toll free service. Outbound 1+ and Inbound toll free usage are billed for an 18 second minimum increment and 6 second additional increments.

#### Outbound 1+ Switched

Monthly Minutes of Use	Rates
0 – 999	\$0.1470
1,000 – 1,999	0.1334
2,000 – 2,999	0.1221
3,000 – 3,999	0.1162
4,000 – 4,999	0.1125
5,000 – 5,999	0.1091
6,000 +	0.1059

A monthly access fee of \$2.50 applies if monthly usage is less than \$50.00

#### Inbound Toll Free

Monthly Minutes of Use	Rates
0 – 999	\$0.1482
1,000 – 1,999	0.1345
2,000 – 2,999	0.1231
3,000 – 3,999	0.1171
4,000 – 4,999	0.1135
5,000 – 5,999	0.1100
6,000 +	0.1068

A monthly fee of \$1.00 applies.

Directory Assistance: Plan 13 customers will be charged \$0.95 for intrastate Directory Assistance calls.

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## SECTION 4 RATES

### 4.1 Rates and Charges (Cont.)

#### 4.1.14 Plan 14

Plan 14 is a small business service that provides Outbound 1+ and Inbound toll free service. Outbound 1+ and Inbound toll free usage are billed for an 18 second minimum increment and 6 second additional increments.

#### **Outbound 1+ Switched**

Monthly Minutes of Use	Rates
0 – 999	\$0.1462
1,000 – 1,999	0.1295
2,000 – 2,999	0.1163
3,000 – 3,999	0.1096
4,000 – 4,999	0.1056
5,000 – 5,999	0.1018
6,000 +	0.0983

A monthly access fee of \$2.50 applies if monthly usage is less than \$50.00

#### **Inbound Toll Free**

Monthly Minutes of Use	Rates
0 – 999	\$0.1892
1,000 – 1,999	0.1677
2,000 – 2,999	0.1506
3,000 – 3,999	0.1419
4,000 – 4,999	0.1367
5,000 – 5,999	0.1318
6,000 +	0.1272

A monthly fee of \$1.00 applies.

Directory Assistance: Plan 14 customers will be charged \$0.95 for intrastate Directory Assistance calls.

## SECTION 4 RATES

### 4.1 Rates and Charges (Cont.)

#### 4.1.15 Plan 15

Plan 15 is a small business service that provides Outbound 1+ and Inbound toll free service. Outbound 1+ and Inbound toll free usage are billed for an 18 second minimum increment and 6 second additional increments.

#### **Outbound 1+ Switched**

Monthly Minutes of Use	Rates
0 – 999	\$0.1147
1,000 – 1,999	0.1028
2,000 – 2,999	0.0931
3,000 – 3,999	0.0881
4,000 – 4,999	0.0851
5,000 – 5,999	0.0822
6,000 +	0.0796

A monthly access fee of \$2.50 applies if monthly usage is less than \$50.00

#### **Inbound Toll Free**

Monthly Minutes of Use	Rates
0 – 999	\$0.1370
1,000 – 1,999	0.1227
2,000 – 2,999	0.1111
3,000 – 3,999	0.1052
4,000 – 4,999	0.1016
5,000 – 5,999	0.0982
6,000 +	0.0950

A monthly fee of \$1.00 applies.

Directory Assistance: Plan 15 customers will be charged \$0.95 for intrastate Directory Assistance calls.



**SECTION 4 RATES**

**4.1 Rates and Charges (Cont.)**

**4.1.16 Plan 16**

Plan 16 is a small business service that provides Outbound 1+, Inbound toll free and calling card service at flat rates. Calls are billed in 60 second increments.

**Outbound 1+ Switched:** \$0.067

A monthly access fee of \$2.99 applies if monthly usage is less than \$20.00

**Inbound Toll-Free:** \$0.067

A monthly fee of \$1.00 applies

**Calling Card:** \$0.099

Directory Assistance: **Plan 16** customers will be charged \$0.95 per call for intrastate Directory Assistance.

**SECTION 4 RATES**

**4.1 Rates and Charges (Cont.)**

**4.1.17 Plan 17**

Plan 17 is a business service that provides Outbound 1+, Inbound toll free and calling card service, based on monthly usage and mileage. Customers must meet the minimum volume usage requirement, or they will be charged the difference. Outbound 1+ and Inbound toll free calls are billed in 6 second increments. Calling card calls are billed in 60 second increments.

**Outbound 1+ Dedicated:**

Monthly Minutes of Use	Tier Called/Rates		
	A	B	C
0 – 999	\$0.0876	\$0.1927	\$0.1733
1,000 – 1,999	0.0776	0.1708	0.1536
2,000 – 2,999	0.0697	0.1534	0.1380
3,000 – 3,999	0.0657	0.1445	0.1300
4,000 – 4,999	0.0633	0.1392	0.1252
5,000 – 5,999	0.0610	0.1342	0.1207
6,000 – 6,999	0.0589	0.1296	0.1165
7,000 – 7,999	0.0569	0.1253	0.1127
8,000 – 8,999	0.0551	0.1212	0.1090
9,000 +	0.0534	0.1174	0.1056

**Inbound Toll Free:**

Monthly Minutes of Use	Originating Tier/Rates		
	A	B	C
0 – 999	\$0.0646	\$0.1577	\$0.1510
1,000 – 1,999	0.0572	0.1398	0.1339
2,000 – 2,999	0.0514	0.1255	0.1202
3,000 – 3,999	0.0484	0.1183	0.1133
4,000 – 4,999	0.0466	0.1139	0.1091
5,000 – 5,999	0.0450	0.1098	0.1052
6,000 – 6,999	0.0434	0.1060	0.1015
7,000 – 7,999	0.0420	0.1025	0.0982
8,000 – 8,999	0.0406	0.0992	0.0950
9,000 +	0.0394	0.0961	0.0920

A monthly fee of \$1.00 applies.

Calling Card: \$0.099

Directory Assistance: Plan 17 customers will be charged \$0.85 for intrastate Directory Assistance calls.

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## SECTION 4 RATES

### 4.1 Rates and Charges (Cont.)

#### 4.1.18 Plan 18

Plan 18 is a small business service that provides Outbound 1+, Inbound toll free and calling card service. Customers must meet their minimum usage requirement, or they will be charged the difference. Outbound 1+ and Inbound toll free usage are billed in 6 second increments. Calling Card usage is billed in 60 second increments.

#### **Outbound 1+ Dedicated**

Monthly Minutes of Use	Rates
0 – 1,999	\$0.1153
2,000 – 3,999	0.1022
4,000 – 5,999	0.0918
6,000 – 7,999	0.0865
8,000 – 9,999	0.0833
10,000 – 11,999	0.0803
12,000 – 13,999	0.0775
14,000 – 15,999	0.0750
16,000 – 17,999	0.0725
18,000 +	0.0703

#### **Inbound Toll Free:**

Monthly Minutes of Use	Rates
0 – 1,999	\$0.1195
2,000 – 3,999	0.1059
4,000 – 5,999	0.0951
6,000 – 7,999	0.0896
8,000 – 9,999	0.0863
10,000 – 11,999	0.0832
12,000 – 13,999	0.0804
14,000 – 15,999	0.0777
16,000 – 17,999	0.0752
18,000 +	0.0728

A monthly fee of \$1.00 applies.

Calling Card: \$0.099

Directory Assistance: Plan 18 customers will be charged \$0.85 for intrastate Directory Assistance calls.

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**SECTION 4 RATES**

**4.1 Rates and Charges (Cont.)**

**4.1.19 Plan 19**

Plan 19 is a small business service that provides Outbound 1+, Inbound toll free and calling card service. Customers must meet their minimum usage requirement, or they will be charged the difference. Outbound 1+ and Inbound toll free usage are billed in 6 second increments. Calling Card usage is billed in 60 second increments.

**Outbound 1+ Dedicated**

Monthly Minutes of Use	Rates
0 – 1,999	\$0.1085
2,000 – 3,999	0.0961
4,000 – 5,999	0.0863
6,000 – 7,999	0.0813
8,000 – 9,999	0.0783
10,000 – 11,999	0.0755
12,000 – 13,999	0.0729
14,000 – 15,999	0.0705
16,000 – 17,999	0.0682
18,000 +	0.0661

**Inbound Toll Free:**

Monthly Minutes of Use	Rates
0 – 1,999	\$0.1192
2,000 – 3,999	0.1057
4,000 – 5,999	0.0949
6,000 – 7,999	0.0894
8,000 – 9,999	0.0861
10,000 – 11,999	0.0830
12,000 – 13,999	0.0802
14,000 – 15,999	0.0775
16,000 – 17,999	0.0750
18,000 +	0.0727

A monthly fee of \$1.00 applies.

Calling Card: \$0.099

Directory Assistance: Plan 19 customers will be charged \$0.85 for intrastate Directory Assistance calls.

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Effective:

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 14870 South Pony Express Drive  
Bluffdale, Utah 84065

**SECTION 4 RATES**

**4.1 Rates and Charges (Cont.)**

**4.1.20 Plan 20**

Plan 20 is a small business service that provides Outbound 1+, Inbound toll free and calling card service. Customers must meet their minimum usage requirement, or they will be charged the difference. Outbound 1+ and Inbound toll free usage are billed in 6 second increments. Calling Card usage is billed in 60 second increments.

**Outbound 1+ Dedicated**

Monthly Minutes of Use	Rates
0 – 1,999	\$0.1121
2,000 – 3,999	0.0993
4,000 – 5,999	0.0892
6,000 – 7,999	0.0840
8,000 – 9,999	0.0809
10,000 – 11,999	0.0780
12,000 – 13,999	0.0753
14,000 – 15,999	0.0728
16,000 – 17,999	0.0683
18,000 +	0.0281

**Inbound Toll Free:**

Monthly Minutes of Use	Rates
0 – 1,999	\$0.1172
2,000 – 3,999	0.1039
4,000 – 5,999	0.0933
6,000 – 7,999	0.0879
8,000 – 9,999	0.0846
10,000 – 11,999	0.0816
12,000 – 13,999	0.0788
14,000 – 15,999	0.0762
16,000 – 17,999	0.0714
18,000 +	0.0714

A monthly fee of \$1.00 applies.

Calling Card: \$0.099

Directory Assistance: Plan 20 customers will be charged \$0.85 for intrastate Directory Assistance calls.

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**SECTION 4 RATES**

**4.1 Rates and Charges (Cont.)**

**4.1.21 Plan 21**

Plan 21 is a small business service that provides Outbound 1+, Inbound toll free and calling card service. Customers must meet their minimum usage requirement, or they will be charged the difference. Outbound 1+ and Inbound toll free usage are billed for an 18 second minimum increment and 6 second additional increments. Calling card usage is billed in 60 second increments.

**Outbound 1+ Switched**

Monthly Minutes of Use	Rates
0 – 999	\$0.1470
1,000 – 1,999	\$0.1334
2,000 – 2,999	\$0.1221
3,000 - 3,999	\$0.1162
4,000 – 4,999	\$0.1125
5,000 – 5,999	\$0.1091
6,000 +	\$0.1059

**Inbound Toll Free**

Monthly Minutes of Use	Rates
0 – 999	\$0.1482
1,000 – 1,999	\$0.1345
2,000 – 2,999	\$0.1231
3,000 – 3,999	\$0.1171
4,000 – 4,999	\$0.1135
5,000 – 5,999	\$0.1100
6,000 +	\$0.1068

A monthly fee of \$1.00 applies.

Calling Card: \$0.099

Directory Assistance: Plan 21 customers will be charged \$0.95 for intrastate Directory Assistance calls.

**SECTION 4 RATES**

**4.1 Rates and Charges (Cont.)**

**4.1.22 Plan 22**

Plan 22 is a small business service that provides Outbound 1+, Inbound toll free and calling card service. Customers must meet their minimum usage requirement, or they will be charged the difference. Outbound 1+ and Inbound toll free usage are billed for an 18 second minimum increment and 6 second additional increments. Calling card usage is billed in 60 second increments.

**Outbound 1+ Switched**

Monthly Minutes of Use	Rates
0 – 999	\$0.1147
1,000 – 1,999	0.1028
2,000 – 2,999	0.0931
3,000 - 3,999	0.0881
4,000 – 4,999	0.0851
5,000 – 5,999	0.0822
6,000 +	0.0796

**Inbound Toll Free**

Monthly Minutes of Use	Rates
0 – 999	\$0.1370
1,000 – 1,999	0.1227
2,000 – 2,999	0.1111
3,000 – 3,999	0.1052
4,000 – 4,999	0.1016
5,000 – 5,999	0.0982
6,000 +	0.0950

A monthly fee of \$1.00 applies.

Calling Card: \$0.099

Directory Assistance: Plan 22 customers will be charged \$0.95 for intrastate Directory Assistance calls.

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**SECTION 4 RATES**

**4.1 Rates and Charges (Cont.)**

**4.1.23 Plan 23**

Plan 23 is a small business service that provides Outbound 1+, Inbound toll free and calling card service. Customers must meet their minimum usage requirement, or they will be charged the difference. Outbound 1+ and Inbound toll free usage are billed for an 18 second minimum increment and 6 second additional increments. Calling card usage is billed in 60 second increments.

**Outbound 1+ Switched**

Monthly Minutes of Use	Rates
0 – 999	\$0.1462
1,000 – 1,999	0.1295
2,000 – 2,999	0.1163
3,000 - 3,999	0.1096
4,000 – 4,999	0.1056
5,000 – 5,999	0.1018
6,000 +	0.0983

**Inbound Toll Free**

Monthly Minutes of Use	Rates
0 – 999	\$0.1892
1,000 – 1,999	0.1677
2,000 – 2,999	0.1506
3,000 – 3,999	0.1419
4,000 – 4,999	0.1367
5,000 – 5,999	0.1318
6,000 +	0.1272

A monthly fee of \$1.00 applies.

Calling Card: \$0.099

Directory Assistance: Plan 23 customers will be charged \$0.95 for intrastate Directory Assistance calls.



## SECTION 4 RATES

### 4.2 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

#### 4.2.1 Public Telephone Surcharge

Rate per Call	\$0.30
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**SECTION 5 - PROMOTIONS**

**5.1 Promotions - General**

The Company reserves the right, from time to time, to provide promotional offerings. These offerings may include the waiver of non-recurring charges, such as installation charges, and the discounting of the monthly charge for a service, by not more than 15%, over a period of time not to exceed six (6) months. All promotional rates will be filed with the Florida Public Service Commission.

**5.2 Demonstration of Calls**

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

**SECTION 6 - CONTRACT SERVICES**

**6.1 General**

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

Each contract will be filed with the Florida Public Service Commission.