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

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

RE: IXC Registration Form for **STS Connect, Inc.**

Dear Ms. Bayo:

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

Enclosed for filing are the original and six (6) copies of the above-referenced registration, copy of Florida Secretary of State and proposed tariff filed on behalf of STS Connect, Inc.

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

Any questions regarding this application or tariff should be directed to my attention at (407) 740-8575 or via email at tforte@tminc.com. Thank you for your assistance in this matter.

Sincerely,

Thomas M. Forte
Consultant to STS Connect, Inc.

Original Tariff forwarded to CUP
Enclosures

TMF/sbm

cc: Jennifer Krizan - STS Connect, Inc.
file: STS Connect, Inc.- FL
tms: FLi0400

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FPSC-COMMISSION CLERK

IXC REGISTRATION FORM

Company Name: STS Connect, Inc.

Florida Secretary of State Registration No.: F0400006601

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

Company Mailing Name: STS Connect, Inc.

Mailing Address: 2209 5th Street
Wenatchee, Washington 98801

Web Address: Currently Under construction, will be www.stsconnect.com

Physical Address: 2209 5th Street
Wenatchee, Washington 98801

Company Liaison: Tracy Ringering

Title: Vice President/Treasurer

Phone: (509) 664-0404

Fax: (509) 663-8978

E-mail address: Ring2@nwi.net

Consumer Liaison: Jennifer Krizan

Title: Custom Service Manager

Company Name: STS Connect, Inc.


2505 South 320th Street, Suite 410, Federal Way, WA 98003

Phone: (253) 214-1280

Fax: (253) 214-1298

E-mail address: Jennifer@stsconnect.com

My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.


Signature of Company Representative

Leslie DeVice, President

Printed/Typed Name of Representative

12/14/04
Date

Effective:

07/15/03

STS Connect, Inc.

Attachment I

Florida Secretary of State



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

November 19, 2004

CORPORATE ACCESS

TALLAHASSEE, FL

Qualification documents for STS CONNECT, INC. were filed on November 19, 2004 and assigned document number F04000006601. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

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

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

Should you have any questions regarding this matter, please contact this office at the address given below.

Buck Kohr
Document Specialist
Registration/Foreign Qualification
Division of Corporations

Letter Number: 104A00066000

Division of Corporations - P.O. BOX 6327 - Tallahassee, Florida 32314

STS Connect, Inc.

Attachment II

Proposed Tariff

TITLE PAGE
FLORIDA TELECOMMUNICATIONS TARIFF
OF
STS Connect, Inc.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by STS Connect, Inc. ("STS Connect") with principal offices located at 2209 5th Street, Wenatchee, Washington 98801. This tariff applies to services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Effective: November y, 2004

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Leslie DeVice, President
2209 5th Street
Wenatchee, WA 98801

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CHECK SHEET

This tariff contains sheets, as listed below, each of which is effective as of the date shown on each sheet. Original and revised sheets as named below comprise all changes from the original tariff.

SHEET	REVISION		SHEET	REVISION	
1	Original	*	21	Original	*
2	Original	*	22	Original	*
3	Original	*	23	Original	*
4	Original	*	24	Original	*
5	Original	*			
6	Original	*			
7	Original	*			
8	Original	*			
9	Original	*			
10	Original	*			
11	Original	*			
12	Original	*			
13	Original	*			
14	Original	*			
15	Original	*			
16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			

* Indicates new or revised sheet with this filing.

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SYMBOLS

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

- D** - Delete or discontinue.
- I** - Change resulting in an increase to a Customer's bill.
- M** - Moved from and to another tariff location.
- N** - New.
- R** - Change resulting in a reduction to a Customer's bill.
- T** - Change in text or regulation but no change in rate or charge.

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

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TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. 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 sheet. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd 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 sheet in effect. Consult the check sheet for sheet currently in effect.

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

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

D. Check Sheets - When a tariff filing is made with the 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 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 the check 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 out if a particular sheet is the most current on file with the FPSC.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Abbreviations

The following abbreviations are used herein only for the purposes indicated below:

FCC	Federal Communications Commission
FPSC	Florida Public Service Commission
IXC	Interexchange Carrier
LEC	Local Exchange Carrier

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**1.2 Definitions**

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

Account - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

Commission - The Florida Public Service Commission.

Company or Carrier - STS Connect, Inc. unless otherwise clearly indicated by the context.

Customer - Any person, firm, partnership, corporation, or other entity which uses telecommunications services under the provisions and regulations of this tariff and is responsible for payment of charges.

LEC - Local Exchange Company

STS Connect - Used throughout this tariff to refer to the Company, STS Connect, Inc.

Switched Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of STS Connect**

Service is offered to Residential and Business Customers of the Company to provide for communications originating at specified points within the state of Florida under terms of this tariff. STS Connect installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff

The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

The Company provides for the installation, operation, and maintenance of the telecommunications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company services. The Customer shall be responsible for all charges due for such service arrangement.

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.

2.2 Applicability of Tariff

This tariff is applicable to telecommunications services provided by STS Connect within the state of Florida.

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

2.3 Limitations of Service

- 2.3.1** Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.3.2** STS Connect reserves the right to discontinue furnishing service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of law.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.4** STS Connect reserves the right to discontinue the offering of service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Liability**

- 2.4.1** The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- 2.4.2** The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's or Subscriber's apparatus or systems, or (iii) for any act or omission of the Customer or Subscriber, or (iv) for any personal injury or death of any person, or for any loss of or damage to Subscriber's or Customer's premises or any other property, whether owned by Customer, Subscriber or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Payment and Credit Regulations****2.5.1 - Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

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

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

2.5.2 Deposits

The Company does not collect deposits from its Customers.

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

2.5 Payment and Credit Regulations, (Cont'd.)

2.5.3 - Advance Payments

The Company does not advance payments from its Customers.

2.5.4 Taxes

Company reserves the right to bill any and all applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes will be itemized separately on Customer invoices.

2.5.5 Returned Checks

Customers will be charged \$25.00 on all checks issued to the Company which are returned due to insufficient funds. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g. a bank error).

2.5.6 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Refunds or Credits for Service Outages or Deficiencies****2.6.1 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control or is not in wiring or equipment, if any, furnished by the Customer and connected to Carrier's terminal.

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.

2.6.2 Inspection, Testing and Adjustment

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

2.7 Cancellation by Customer

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code or utilizing the Customer's presubscribed carrier. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Refusal or Discontinuance by Company**

STIS Connect may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given fifteen (15) days notice to comply with any rule or remedy any deficiency:

- 2.8.1** For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.8.2** For use of telephone service for any purpose other than that described in the application.
- 2.8.3** For neglect or refusal to provide reasonable access to STIS Connect or its agents for the purpose of inspection and maintenance of equipment owned by STIS Connect or its agents.
- 2.8.4** For noncompliance with or violation of Commission regulation or STIS Connect's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.
- 2.8.5** For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
- 2.8.6** Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect STIS Connect's equipment or service to others.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Refusal or Discontinuance by Company, (Cont'd.)**

2.8.7 Without notice in the event of tampering with the equipment or services owned by STS Connect or its agents.

2.8.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, STS Connect may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

2.8.9 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

2.9 Use of Service

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

2.10 Applicable Law

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.11 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a Customer.

These promotions will be approved by the FPSC with specific starting and ending dates with promotions running under no circumstances longer than 90 days in any twelve month period.

2.12 Other Rules

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.13 Individual Case Basis (ICB) Arrangements****2.13.1 General Description**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer. The facilities utilized to provide these services are of a type normally used by the Telephone Company in furnishing its other services and shall be comparable with other Telephone Company services, and its engineering and maintenance practices. The requested service or arrangement is subject to the availability of the necessary Telephone Company personnel and capital resources.

2.13.2 Rate Regulations

Rates quoted in response to requests may be different than those specified for such services in this tariff. The customer has one-hundred and eighty (180) days after receiving the ICB rates to order the service requested at the quoted rates. The ICB rates will be made a part of this tariff.

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SECTION 3 - DESCRIPTION OF SERVICE**3.1 General**

- 3.1.1** The Company provides telecommunications Services between locations within the State of Florida as specified in Section 2.1 of this tariff. The Company's service charges are based upon call duration.
- 3.1.2** Presubscribed Service is offered from locations served with equal access end offices.
- 3.1.3** The Company's Service is available twenty-four hours per day, seven days a week.
- 3.1.4** Customers can expect a call completion rate of not less than 90% during peak use periods for Feature Group D 1+ dialing. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.2 Timing of Calls**

- 3.2.1 Initial Period** - The initial period is the length of a call for minimum billing purposes. The initial periods vary by rate schedule and are specified in each individual rate table contained in Section 4 of this tariff.
- 3.2.2 Additional Period** - The additional period is the rate element used to bill chargeable time when a call continues beyond the initial period. The additional period starts when the initial period ends. Additional period rates apply to any fraction of the time period for chargeable time beyond the initial period. Additional periods vary by rate schedule and are specified in each individual rate table contained in Section 4 of this tariff.
- 3.2.3** Chargeable time for all calls begins when the called station is answered.
- 3.2.4** Chargeable time for all calls ends when one of the parties disconnects from the call.
- 3.2.5** Time of day designations are used in this tariff to indicate rate period boundaries. Rate periods begin at the first time of day designation and continue up to but not including the second time of day designation.
- 3.2.6** Calls will be billed at the rate in effect during the call, with two rates applied if the call spans over more than one billing rate period.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Time-Of-Day Rate Periods

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

3.4 Holiday Rates

The Company does not offer discounted holiday rates.

3.5 Calculation of Distance

The Company does not rate calls based on mileage or distance.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.6 STS Connect One Rate 5

STS Connect One Rate 5 is a flat rate outbound direct dial product. Calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. There is a monthly recurring charge associated with this product. This service is offered in conjunction with interstate service.

x.xx.1 Intrastate Per Minute Rate:

Mileage Range	Initial <u>Per Minute</u>	Each <u>Additional Minute</u>
All	\$0.0490	\$0.0490

x.xx.2 Monthly Recurring Charge:

Monthly Recurring Charge	\$5.00
--------------------------	--------

* Voicemail is an enhanced service and is not regulated by the Commission.

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SECTION 4 - RATES**4.1 Exemptions and Special Rates****4.2.1 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

- A. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.
- B. The credit to be given on a subsequent bill for calls placed with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either party is both hearing and visually impaired, the call shall be discounted at 60% of the applicable rate.

4.2.2 Emergency Call Exemptions

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. STS Connect will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

SECTION 4 – RATES, (CONT'D.)

4.2 Rates

4.2.1 STS Connect One Rate 5

(A) Intrastate Per Minute Rate:

Mileage Range	Initial <u>Per Minute</u>	Each <u>Additional Minute</u>
All	\$0.0490	\$0.0490

(B) Monthly Recurring Charge:

Monthly Recurring Charge	\$5.00
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SECTION 5 – PROMOTIONS**5.1 Promotions - General**

From time to time, the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring, recurring charges or usage charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area, and will comply with all applicable Commission regulations. These promotions will be approved by the Commission with specific starting and ending dates, and be made part of this tariff.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Payment and Credit Regulations****2.5.1 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

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

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

2.5.2 Deposits

The Company does not collect deposits from its Customers.

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

2.5 Payment and Credit Regulations, (Cont'd.)

2.5.3 Advance Payments

The Company does not advance payments from its Customers.

2.5.4 Taxes

Company reserves the right to bill any and all applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes will be itemized separately on Customer invoices.

2.5.5 Returned Checks

Customers will be charged \$25.00 on all checks issued to the Company which are returned due to insufficient funds. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g. a bank error).

2.5.6 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Refunds or Credits for Service Outages or Deficiencies****2.6.1 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control or is not in wiring or equipment, if any, furnished by the Customer and connected to Carrier's terminal.

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.

2.6.2 Inspection, Testing and Adjustment

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

2.7 Cancellation by Customer

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code or utilizing the Customer's presubscribed carrier. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Refusal or Discontinuance by Company**

STS Connect may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given fifteen (15) days notice to comply with any rule or remedy any deficiency:

- 2.8.1 For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.8.2 For use of telephone service for any purpose other than that described in the application.
- 2.8.3 For neglect or refusal to provide reasonable access to STS Connect or its agents for the purpose of inspection and maintenance of equipment owned by STS Connect or its agents.
- 2.8.4 For noncompliance with or violation of Commission regulation or STS Connect's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.
- 2.8.5 For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
- 2.8.6 Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect STS Connect's equipment or service to others.

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

2.8 Refusal or Discontinuance by Company, (Cont'd.)

2.8.7 Without notice in the event of tampering with the equipment or services owned by STS Connect or its agents.

2.8.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, STS Connect may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

2.8.9 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

2.9 Use of Service

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

2.10 Applicable Law

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.11 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a Customer.

These promotions will be approved by the FPSC with specific starting and ending dates with promotions running under no circumstances longer than 90 days in any twelve month period.

2.12 Other Rules

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.13 Individual Case Basis (ICB) Arrangements****2.13.1 General Description**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer. The facilities utilized to provide these services are of a type normally used by the Telephone Company in furnishing its other services and shall be comparable with other Telephone Company services, and its engineering and maintenance practices. The requested service or arrangement is subject to the availability of the necessary Telephone Company personnel and capital resources.

2.13.2 Rate Regulations

Rates quoted in response to requests may be different than those specified for such services in this tariff. The customer has one-hundred and eighty (180) days after receiving the ICB rates to order the service requested at the quoted rates. The ICB rates will be made a part of this tariff.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 General

- 3.1.1** - The Company provides telecommunications Services between locations within the State of Florida as specified in Section 2.1 of this tariff. The Company's service charges are based upon call duration.
- 3.1.2** Presubscribed Service is offered from locations served with equal access end offices.
- 3.1.3** The Company's Service is available twenty-four hours per day, seven days a week.
- 3.1.4** Customers can expect a call completion rate of not less than 90% during peak use periods for Feature Group D 1+ dialing. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Timing of Calls

- 3.2.1 - Initial Period** - The initial period is the length of a call for minimum billing purposes. The initial periods vary by rate schedule and are specified in each individual rate table contained in Section 4 of this tariff.
- 3.2.2 Additional Period** - The additional period is the rate element used to bill chargeable time when a call continues beyond the initial period. The additional period starts when the initial period ends. Additional period rates apply to any fraction of the time period for chargeable time beyond the initial period. Additional periods vary by rate schedule and are specified in each individual rate table contained in Section 4 of this tariff.
- 3.2.3** Chargeable time for all calls begins when the called station is answered.
- 3.2.4** Chargeable time for all calls ends when one of the parties disconnects from the call.
- 3.2.5** Time of day designations are used in this tariff to indicate rate period boundaries. Rate periods begin at the first time of day designation and continue up to but not including the second time of day designation.
- 3.2.6** Calls will be billed at the rate in effect during the call, with two rates applied if the call spans over more than one billing rate period.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Time-Of-Day Rate Periods

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

3.4 Holiday Rates

The Company does not offer discounted holiday rates.

3.5 Calculation of Distance

The Company does not rate calls based on mileage or distance.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.6 STS Connect One Rate 5

STS Connect One Rate 5 is a flat rate outbound direct dial product. Calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. There is a monthly recurring charge associated with this product. This service is offered in conjunction with interstate service.

x.xx.1 Intrastate Per Minute Rate:

Mileage Range	Initial <u>Per Minute</u>	Each <u>Additional Minute</u>
All	\$0.0490	\$0.0490

x.xx.2 Monthly Recurring Charge:

Monthly Recurring Charge	\$5.00
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* Voicemail is an enhanced service and is not regulated by the Commission.

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SECTION 4 - RATES**4.1 Exemptions and Special Rates****4.2.1 - Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

- A. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.
- B. The credit to be given on a subsequent bill for calls placed with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either party is both hearing and visually impaired, the call shall be discounted at 60% of the applicable rate.

4.2.2 Emergency Call Exemptions

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. STS Connect will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

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SECTION 4 – RATES, (CONT'D.)

4.2 Rates

4.2.1 – STS Connect One Rate 5

(A) Intrastate Per Minute Rate:

Mileage Range	<u>Initial</u> <u>Per Minute</u>	<u>Each</u> <u>Additional Minute</u>
All	\$0.0490	\$0.0490

(B) Monthly Recurring Charge:

Monthly Recurring Charge	\$5.00
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SECTION 5 – PROMOTIONS**5.1 Promotions - General**

From time to time, the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring, recurring charges or usage charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area, and will comply with all applicable Commission regulations. These promotions will be approved by the Commission with specific starting and ending dates, and be made part of this tariff.

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