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COMMISSION CLERK

August 1, 2005

By Federal Express

Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399

Re:

MBI Services Group, LLC

IXC Registration Form and Tariff

Dear Sir or Madam:

Transmitted herewith for filing on behalf of MBI Services Group, LLC are an original and two (2) copies of its IXC Registration Form and Tariff, as required by Section 364.04, Florida Statutes. Please date-stamp the "Receipt" copy of this filing and return it in the enclosed self-addressed, stamped envelope.

Should you have any questions regarding this matter, please contact the undersigned.

Respectfully submitted,

Kenneth W. Craig

Original Tariff forwardal
RECENED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

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IXC REGISTRATION FORM



· -	l Services Group, LLC		
Florida Secretary of State R	egistration No. L05000008731		
Fictitious Name(s) as filed	at Fla. Sec. of State N/A		
Company Mailing Name	MBI Service Group, LLC		
Mailing Address	1050 NW 163rd Drive		
	Miami, FL 33169		
Web Address	None	, , . , . , . , . , . , . , . , . ,	
E-mail Address	Ken@morganbeaumont.com		
Physical Address	1050 NW 163rd Drive		
	Miami, FL 33169		
Company Liaison	Mr. Kenneth W. Craig		
Title	President		
Phone	813-205-0044		
Fax	305-908-9368		
E-mail address	Ken@morganbeaumont.com		
Consumer Liaison to PSC	Mr. Kenneth W. Craig		
Title	President		
Address	1050 NW 163rd Drive, Miami, FL 33169		
Phone	813-205-0044		
Fax	305-908-9368		
E-mail address	ken@morganbeaumont.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

Printed/Typed Name of Representative

Kenneth W. Craig, President

Date August 1, 2005 Effective: 07/15/2003 DOCUMENT NUMBER-DATE

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TITLE PAGE

FLORIDA TELECOMMUNICATIONS TARIFF

This Tariff sets forth the services offerings, rates, terms and conditions applicable to the furnishing of intrastate interexchange telecommunications services by MBI Services Group, LLC. (hereinafter, "Carrier" or the "Company") with principal offices at 1050 NW 163rd Drive, Miami, Florida 33169. This Tariff applies to services furnished within the State of Florida. This Tariff is on file with the Florida Public Service Commission (the "Commission"), and copies can be inspected, during normal business hours, at the Company's principal place of business.

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By:

CHECK SHEET

The sheets listed below, which are inclusive of this Tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes form the original Tariff and are currently in effect as of the date at the bottom of this page.

SHEET	REVISION
1	Original
2 3	Original
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Intrastate Interexchange Telecommunications Services

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff for the purpose indicated below:

C	_	To signify changed regulation.
		i o signiffy changed regulation.

D - To signify deleted or discontinued rate or regulation.

I - To signify increased rate.

M - To signify a move in location of text.

N - To signify new rate or regulation.

R - To signify reduced rate.

To signify a change in text but no change in rate or regulation.

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TARIFF FORMAT

- A. <u>Sheet Numbering</u> 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 the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission 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.
- C. <u>Paragraph Numbering Sequence</u> There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
 - 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).1 2.1.1.A.1.(a).1

2.1.1.A.1.(a).1.(i)(1)

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to the Company's network switching center.

<u>Authorization Code</u> - A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes.

Carrier or Company - MBI Services Group, LLC. unless the context indicates otherwise.

Commission - Florida Public Service Commission, unless context indicates otherwise.

<u>Customer</u> - The person, firm, corporation, or other entity which orders services from the Company and is responsible for the payment of charges due and for compliance with the Company's Tariff regulations.

Day - From 8:00 AM up to but not including 5:00 PM local time Sunday through Friday.

<u>Disconnection</u> - The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

<u>Holidays</u> · The Carrier=s recognized Holidays are New Year's Day (January 1), Independence Day (July 4), Labor Day, Memorial Day, Thanksgiving Day, Christmas Day (December 25), Martin Luther King Day, and President's Day.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

<u>Premises</u> - The space designated by a customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business, as well as space at Customer=s place of business.

Service or Services - The services covered by this Tariff shall include only the State of Florida.

Station - Telephone equipment from or to which calls are placed.

<u>Terminal Equipment</u> - Telecommunications devices, apparatus, and their associated wiring, such as teleprinters. telephone, and data sets.

<u>Trunk</u> - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

<u>User</u> - A Customer or any other person authorized or unauthorized by the Customer to use Services provided under this Tariff at Customer's residence or other location.

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By:	Kenneth W. Craig, President.	

SECTION 2 - RULES AND REGULATIONS

2.1 UNDERTAKING OF CARRIER

- 2.1.1 Carrier is a common carrier providing intrastate communications services to customers for their direct transmission and reception of voice, data, and other types of telecommunications. This Tariff sets forth the service offering, rates, terms and conditions applicable to the furnishing of intrastate interexchange telecommunications services to customers within the State of Florida.
- 2.1.2 Carrier installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. It 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's network. The Customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 Carrier's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available 24 hours a day, seven days per week, throughout the State of Florida.

2.2 LIMITATIONS OF SERVICE

- 2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. Carrier reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.
- 2.2.2 Carrier reserves the right to discontinue furnishing service, or limit the use of service, when necessitated by conditions beyond its control, or when Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Commission, or in violation of the law.
- 2.2.3 Title to all facilities provided by Carrier under these regulations remains with Carrier.

 The Customer may not transfer or assign the use of service or facilities, except with the express written consent of Carrier. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.3 USE OF SERVICE

2.3.1 Service may not be used for any unlawful purpose or for any purpose as to which Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Service may not be used for any purpose for which any payment or other compensation is received by Customer, except when Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between Customer, authorized user, or joint user to share the cost of the service, as long as the arrangement generates no profit for any participant in the arrangement.

	 		
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- 2.3.2 Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this Tariff prior to termination.
- 2.3.3 Customer has no property right to the telephone number or any other call number designation associated with services furnished by Carrier. Carrier reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to Customer, whenever Carrier deems it necessary to do so in the conduct of its business.
- 2.3.4 Carrier may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.4 LIABILITY

- 2.4.1 The liability of Carrier for any damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, errors, or defects in any service, facility, or transmission provided under the Tariff, or representations by Carrier, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission shall not exceed an amount equivalent to the proportionate charge to Customer for the period of service or the facility provided during which such mistake, omission, interruption, delay, error, or defect occurs. For the purpose of computing this amount, a month is considered to have 30 days. In no event will Carrier be liable for any direct, indirect, incidental, special, consequential, special, exemplary or punitive damages, or for any lost profits, even if advised of the possibility of the same.
- 2.4.2 Carrier's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this Tariff, and subject to the provisions of this Section. Carrier's liability, if any, shall be limited as provided herein.
- 2.4.3 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.4.4 Carrier shall not be liable for any claim of loss, expense, or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff, if caused by any person or entity other than Carrier, any malfunction of any service or facility provided by any other carrier, act of God, fire, war, civil disturbance, act of government, or by any other cause beyond Carrier's control.
- 2.4.5 Carrier shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of

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Customer-provided systems, equipment, facilities or services which are interconnected with Carrier's services.

- 2.4.6 Carrier shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of Carrier's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of Carrier.
- 2.4.7 Carrier shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, tire. flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over Carrier, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies: insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.4.8 Carrier shall not be liable for any act or omission of any entity furnishing Carrier or Carrier's Customers facilities or equipment used for or with the services Carrier's offers or for the acts or omissions of other common carriers or warehousemen.
- 2.4.9 The Carrier shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and its connecting companies in view of the possibility of errors and the impossibility of fairly fixing the cause.
- 2.4.10 Carrier shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages or losses associated with service, channels, or equipment which it does not furnish, or for damages or losses which result from the operation of Customer-provided systems, equipment, facilities or services.
- 2.4.11 Carrier shall not be liable for and shall be fully indemnified, held harmless, and defended by Customer or others authorized by it to use the Service against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
 - A. defamation, libel, slander, 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 Carrier under this Tariff:
 - B. all other claims arising out of any act or omission of Customer or others, in connection with any service provided by Carrier pursuant to this Tariff:
 - Connecting, combining, or adapting Carrier's facilities with Customer's apparatus or systems;

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- D. Any act or omission of Customer or others, in connection with any service provided by Carrier pursuant to this Tariff; or
- E. any personal injury or death of any person or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by Carrier, if not caused by gross negligence of Carrier.
- 2.4.12 Customer shall indemnify and hold Carrier harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by Carrier. Carrier reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 2.4.13 Carrier shall not be liable for any damages, including usage charges that Customer may incur as a result of the unauthorized use of its Authorization Code(s) by others. The unauthorized use of Customer Authorization Code(s) includes, but is not limited to, the placement of calls using Customer's Authorization Code(s) without the authorization of the Customer. Customer shall be fully liable for all such usage charges.
- 2.4.14 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Carrier.
- 2.4.15 CARRIER MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF. INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.5 INTERRUPTION OF SERVICE

- 2.5.1 Credit allowance for interruption of service which is not due to the negligence of Customer or to the failure of channels, equipment, and/or communications systems provided by Customer and other carriers are subject to the general liability provisions set forth in Section 2.7 herein. It shall be the obligation of 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 being caused by action or omission of Customer within its control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal. No refund or credit will be made for the time that Carrier stands ready to repair the service and the subscriber does not provide access to Carrier for such restoration work.
- 2.5.2 No credit shall be allowed for an interruption of continuous duration of less than twenty-four (24) hours after the subscriber notifies the Company.

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2.6 RESPONSIBILITY OF CUSTOMER

2.6.1 In General

Customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communications systems provided by others are connected to Carrier's facilities, Customer assumes additional responsibilities. Customers are responsible for the following:

- A. Placing orders for service. When placing an order for service, Customer must provide:
 - The name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 - 2. The name(s), telephone number(s), and address(es) of Customer-contact person(s).
- B. The payment of all applicable charges pursuant to this Tariff;
- C. Reimbursing Carrier for damage to, or loss of, Carrier=s facilities or equipment caused by the acts or omissions of Customer; or the noncompliance by Customer, with these regulations; or by fire or theft or other casualty on Customer=s premises, unless caused by the negligence or willful misconduct of the employees or agents of Carrier. Carrier will, upon reimbursement for damages, cooperate with Customer in prosecuting a claim against the person causing such damage and Customer shall be subrogated to Carrier=s right of recovery of damages to the extent of such payment.
- D. Providing at no charge, as specified from time to time by Carrier, any needed personnel, equipment, space and power to operate Carrier facilities and equipment installed on the premises of Customer, and the level of heating and air conditioning necessary to maintain the operating environment on such premises;
- E. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.D. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Carrier-provided facilities, shall be borne entirely by, or may be charged by Carrier to, Customer. Carrier may require Customer to demonstrate its compliance with this section prior to accepting an order for service;
- F. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Carrier employees and agents shall be installing or maintaining Carrier=s facilities and equipment. Customer may be required to install and maintain Carrier facilities and equipment within a hazardous area if, in Carrier=s opinion, injury or damage to Carrier=s employees or property might result from installation or maintenance by Carrier. Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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- G. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as maybe required with respect to, the location of Carrier facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under section 2.3.1.E. above; and granting or obtaining permission for Carrier agents or employees to enter the premises of Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of Carrier:
- H. Not creating or allowing to be placed or maintained any liens or other encumbrances on Carrier=s equipment or facilities; and
- 1. Making Carrier facilities and equipment available periodically for maintenance purposes at a time agreeable to both Carrier and Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.6.2 Claims

With respect to any service or facility provided by Carrier, Customer shall indemnify, defend and hold harmless Carrier from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys= fees for:

- A. Any loss, destruction or damage to property of Carrier or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Carrier or Customer, to the extent caused by or resulting from negligent or intentional act or omission of Customer, its employees, agents, representatives or invitees; or
- B. Any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by Customer, including, with limitation, use of Carrier=s services and facilities in a manner not contemplated by the agreement between Customer and Carrier.

2.7 CUSTOMER EQUIPMENT AND CHANNELS

2.7.1 Interconnection of Facilities

- A. Services furnished by Carrier may be interconnected to the services or facilities of other authorized communications carriers and with private systems only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections. Service furnished by Carrier is not part of a joint undertaking with such other carriers.
- B. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of Carrier used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at Customer=s expense.
- C. Facilities furnished under this Tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this Tariff.

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D. Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Carrier=s facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

2.7.2 Inspections

- A. Upon reasonable notification to Customer, and at a reasonable time, Carrier may make such tests and inspections as may be necessary to determine that Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of any Customer-provided facilities and equipment to any Carrier-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for Customer-provided equipment are not being complied with. Carrier may take such action as it deems necessary to protect its facilities, equipment, and personnel. Carrier will notify Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice Customer must take this corrective action and notify Carrier of the action taken. If Customer fails to do this, Carrier may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. Carrier will, upon request 24 hours in advance, provide Customer with a statement of technical parameters that Customer=s equipment must meet.

2.8 PAYMENT ARRANGEMENTS

2.8.1 Payment for Service

- A. Customer is responsible for payment of all charges for service and facilities furnished by Carrier to Customer or authorized users. If an entity other than Carrier imposes charges on Carrier, in addition to its own internal costs, in connection with a service for which a Carrier Non-Recurring Charge is specified, those charges may be passed on to Customer.
- B. <u>Taxes</u>: Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on Carrier=s net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of Customer to pay any such taxes that subsequently become applicable retroactively.

2.8.2 Billing and Collection of Charges

A. Charges for service are applied on recurring and nonrecurring bases. Service is billed on a monthly basis. Service continues to be provided until canceled by Customer or by the Company in accordance with provisions of this Tariff.

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- B. Payments will be due upon receipt of the statement. Additionally, a non-recurring 1.5 percent per month penalty fee (unless a lower rate is prescribed by law in which event at the highest rate allowable by law) will accrue on any unpaid amount after the Customer's account becomes delinquent. In the event of nonpayment of charges. Customer must reimburse Carrier for all costs, including attorneys' fees, for the collection of any unpaid amounts.
- C. For existing Customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Service may be denied or discontinued at Carrier's discretion, for non-payment of amounts due to Carrier, past the due date. Restoration of service will be subject to all applicable installation charges.

2.8.3 <u>Application of Charges</u>

The charges for service are those in effect for the period that service is furnished. If the charge for a service covered by a bill changes after the bill has been rendered, the bill will be adjusted to reflect the new charges.

2.8.4 Deposits

Carrier does not require deposits from Customers.

2.8.5 Disputed Bills

- A. Customer shall notify Carrier of any disputed items on a bill within thirty (30) days after the due date. Carrier will notify Customer that if Customer and Carrier are unable to resolve the dispute to their mutual satisfaction, Customer may appeal to the Florida Public Service Commission in accordance with the Commission=s Administrative Rules.
- B. The date of the dispute shall be the date Carrier receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date Carrier completes its investigation and notifies Customer of the disposition of the dispute.

2.9 <u>CANCELLATION BY CUSTOMER</u>

By:

2.9.1 <u>Cancellation of Application for Service</u>

- A. Applications for service are non-cancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges other levy against the Company that would have been chargeable to the Customer had service begun.

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C. The special charges described in 2.9.1.A and 2.9.1.B will be calculated and applied on a case-by-case basis.

2.9.2 Cancellation of Service by the Customer

- A. Customer may cancel service any time after meeting the minimum service period.
- B. If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.5 above), Customer agrees to pay to Carrier the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.8. all costs, fees and expenses incurred in connection with:
 - 1. All Non-Recurring Charges reasonably expended by Carrier to establish service to Customer, plus
 - 2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Carrier on behalf of Customer, plus
 - 3. All Recurring Charges for the applicable notice period.

2.10 RESPONSIBILITY OF CARRIER

2.10.1 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.5, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. Customer shall be credited for an interruption of two hours or more for as long as the interruption continues.
- C. When a minimum usage charge is applicable and Customer fails to meet the minimum usage charge because of a service interruption, a credit shall be applied against that minimum usage charge in the following manner. For each period of two hours that the interruption continues the credit shall equal 1/360th of the monthly minimum charge. Note: in this instance a fractional period of more than one hour shall be treated as a two hour period.
- D. If notice of a dispute as to charges is not received in writing by Carrier within 30 days after billing is received by the Customer, the invoice shall be considered correct and binding on the Customer, unless extraordinary circumstances are demonstrated.

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2.10.2 Cancellation of Credit

Where Carrier cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

2.11.3 <u>Disconnection of Service by Carrier</u>

Carrier may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given notice and allowed a reasonable time to comply with any rule or remedy any deficiency:

- A. Nonpayment of an undisputed delinquent account, provided that suspension or termination or service shall not be made without 5 working days' written notice to the Customer, except in extreme cases:
- B. For noncompliance with or violation of any state or municipal law, ordinance, or regulation pertaining to telephone service:
- C. For noncompliance with or violation of the Commission's regulations or Carrier's rules and regulations on file with the Commission, provided 5 working days' written notice is given before termination;
- D. Customer provides false information to Carrier regarding Customer's identity, address, current use of common carrier communications services, or its planned use of Carrier's service(s):
- E. Condemnation of any material portion of the facilities used by Carrier to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair;
- F. Use of service in such a manner as to interfere with the service of other users:
- G. Use of service for unlawful purposes:
- H. Carrier deems that such action is necessary to prevent or to protect its personnel, agents, facilities or services;
- I. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation;
- J. Without notice, where a dangerous condition exists for as long as the condition exists or where service is connected without authority by a person who has not made application for service or who has reconnected service following suspension of service for nonpayment;

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- K. Upon Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service; or
- L. Without notice, where Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - 1. Using or attempting to use service by rearranging, tampering with, or making connections to Carrier's service not authorized by this Tariff; or
 - Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - 3. Any other fraudulent means or devices.
- M. The suspension or discontinuance of service(s) by Carrier pursuant to this Section does not relieve Customer of any obligation to pay Carrier for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.
- N. Upon Carrier=s discontinuance of service to Customer under this Section, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to Carrier at law or in equity or under any other provision of this Tariff.

2.11.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days by 30 days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

2.11.5 Restoration of Service

Service shall be restored in accordance with Commission Administrative Rules.

2.11.6 Restoration of Service in Emergencies

The use and restoration of service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.12 START OF BILLING

For billing purposes, the start of service is the day following acceptance by Customer of Carrier's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by carrier of notification of cancellation as described in section 2.9 of this tariff.

2.13 TIMING OF CALLS

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Chargeable time begins when two way communications is possible between Customer and the calling or called station, and the call ends when either station "hangs up."

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2.14 NOTICES

- 2.14.1 Customer shall designate an address to which Carrier shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which Carrier=s bills for service shall be mailed.
- 2.14.2 Carrier shall designate an address to which Customer shall mail or deliver all notices and other communications, except that Carrier may designate a separate address to which Customer shall mail payment on that bill.
- 2.14.3 All notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and all bills mailed by Carrier, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.14.4 Carrier or Customer shall advise the other party of any changes to the addresses designated for notices or other communications, by following the procedures for giving notice set forth herein.

2.15 TRANSFERS AND ASSIGNMENTS

Neither Carrier nor Customer may assign or transfer its rights or duties in connection with the services and facilities provided by Carrier without the written consent of the other party, except that Carrier may assign its rights and duties (a) to any subsidiary, parent company or affiliate of Carrier; (b) pursuant to any sale or transfer or substantially all the assets of Carrier; or (c) pursuant to any financing, merger or reorganization of Carrier.

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SECTION 3 - SERVICE DESCRIPTIONS

3.1 PREPAID PHONE CARDS

The Prepaid Phone Card service allows a Customer to have a call billed to a prepaid card rather than to the phone line from which the call is originated. A toll free number on the card is used for access. When a Customer purchases a card, it will be activated by the retailer. The card will expire 180 days after activation and first use.

All usage is deducted in whole minute increments. Partial minutes are rounded up to the next whole minute. The per-minute cost of a call will be deducted on a real-time basis as the card is used until the full amount of the card is exhausted. The Customer will be notified in advance of the exhaustion of the card.

The following types of calls may not be completed with this card: calls to 700, 900 and toll free numbers; calls to directory assistance: operator assistance calls: and calls requiring time and/or charges.

This card does not have a "recharge" feature.

Prepaid Phone Card service is provided only where facilities and billing capabilities permit.

3.2 SPECIAL PRICING ARRANGEMENTS - INDIVIDUAL CASE BASIS (ICB)

In lieu of the rates otherwise set forth in this Tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an Individual Case Basis (ICB), taking into account such factors as the nature of the facilities and services, the costs of construction and operation, the volume of traffic commitment, and the length of service commitment by the Customer, as long as the rates and charges are not less than Carrier's costs of providing the service. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual contracts or Customer Term Agreements. Specialized Pricing Arrangement rates or charges will be made available to similarly-situated Customers on comparable terms and conditions. Upon reasonable request, Carrier will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis.

3.3 SPECIAL PROMOTIONAL OFFERINGS

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Carrier may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times, or location designed to attract new customers or increase Customer usage. In all such cases, the rates charged will not exceed those specified herein. Carrier will notify the Commission of such Special Promotional Offerings or Trial Service Offerings by letter that states the specific Tariff charges describes the customers who would be eligible for the decrease, the conditions under which customers would be eligible for and receive a decrease, and the beginning and ending dates of the reduction.

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SECTION 4 – RATES AND CHARGES

4.1 PREPAID PHONE CARD

The following are the usage charges that apply to Carrier's Prepaid Phone Card service. The minimum call duration is one minute. Calls are billed in one-minute increments. Billing will be rounded to the nearest penny for each call.

Rate per minute: \$0.05 Connect Fee: \$0.49 Pay Phone Surcharge: \$0.99

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