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September 7, 2005

Blanca Bayó
Florida Public Service Commission
Capital Circle Office Center
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Re: Long Distance Savings Solutions, LLC

Dear Ms. Bayó:

Enclosed herewith for filing with the Commission, please find an original and six (6) copies of the above captioned corporation's IXC REGISTRATION FORM and Florida Tariff No. 1.

Also enclosed is an exact duplicate of this letter. Please stamp the duplicate received and return same in the postage-paid envelope attached thereto.

Please contact me if you have additional questions or concerns.

Very truly yours,

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.

Patrick D. Crocker

PDC/bmr

enc

*Original Tariff forwarded
to CUP.*

DOCUMENT NUMBER - DATE

08556 SEP -9 13

FPSC-COMMISSION CLERK

IXC REGISTRATION FORM

Company Name **LONG DISTANCE SAVINGS SOLUTIONS, LLC**

Florida Secretary of State Registration No. _____

Fictitious Name(s) as filed at Fla. Sec. of State _____

Company Mailing Name **Long Distance Savings Solutions, LLC**

Mailing Address **717 S. Wells, Suite 700**

Chicago, IL 60607

Web Address **TBD**

E-mail Address **CustomerService@longdistancesavingsolutions.com**

Physical Address **717 S. Wells, Suite 700**

Chicago, IL 60607

Company Liaison **Chris Swenson**

Title **Managing Director**

Phone **866-384-2006**

Fax **781-647-7733**

E-mail address **cswenson@longdistancesavingsolutions.com**

Consumer Liaison to PSC **Chris Swenson**

Title **Managing Director**

Address **717 S. Wells, Suite 700; Chicago, IL 60607**

Phone **866-384-2006**

Fax **781-647-7733**

E-mail address **cswenson@longdistancesavingsolutions.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

Chris Swenson

Printed/Typed Name of Representative

7/25/05

Date

Effective: 07/15/2003



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

July 21, 2005

DARLENE WARD
CSC
TALLAHASSEE, FL

Qualification documents for LONG DISTANCE SAVINGS SOLUTIONS, LLC were filed on July 20, 2005, and assigned document number M05000004010. Please refer to this number whenever corresponding with this office.

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

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

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

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

Buck Kohr
Document Specialist
Registration/Foreign Qualification
Division of Corporations

Letter Number: 405A00047757

Account number: 072100000032

Amount charged: 125.00

NO. 2005 JUL 20 AM 7:23
SUCCESSION STATE
TALLAHASSEE, FLORIDA

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

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

1. Long Distance Savings Solutions, LLC
(Name of Foreign Limited Liability Company)

2. Delaware 3. 20-237-0821
(Jurisdiction under the law of which foreign limited liability company is organized) (FEI number, if applicable)

4. 2/14/05 5. perpetual
(Date of Organization) (Duration: Year limited liability company will cease to exist or "perpetual")

6. na
(Date first transacted business in Florida, if prior to registration.)
(See sections 608.501 & 608.502 F.S. to determine penalty liability)


7. 717 S. Wells Street, Suite 700
Chicago, IL 60607
(Street Address of Principal Office)

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

9. The name and usual business addresses of the managing members or managers are as follows:
Chris Swenson
42 Weston Street, Suite 2A
Waltham, MA 02453

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

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


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

CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE

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

1. The name of the Limited Liability Company is:

Long Distance Savings Solutions, LLC

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

Corporation Service Company

(Name)

1201 Gays Street

Florida Street Address (P.O. Box NOT ACCEPTABLE)

Tallahassee

FL 32301

City/State/Zip

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

Corporation Service Company

By: Carol Dale

(Signature)

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

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Long Distance Savings Solutions, LLC, with principal offices at 717 S. Wells, Suite 700, Chicago, IL 60607. 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.

ISSUED: September 9, 2005

EFFECTIVE:

By: Chris Swenson, Managing Director
717 S. Wells, Suite 700
Chicago, IL 60607

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 from the original tariff and are currently in effect as of the date of the bottom of this page.

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

ISSUED: September 9, 2005

EFFECTIVE:

By: Chris Swenson, Managing Director
717 S. Wells, Suite 700
Chicago, IL 60607

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ISSUED: September 9, 2005

EFFECTIVE:

By: Chris Swenson, Managing Director
717 S. Wells, Suite 700
Chicago, IL 60607

SYMBOLS SHEET

- 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

ISSUED: September 9, 2005

EFFECTIVE:

By: Chris Swenson, Managing Director
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TARIFF FORMAT SHEET

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 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 page in effect. Consult the Check Sheet for the sheet currently in effect.

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

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

D. Check Sheets - When a tariff filing is made with the 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.

ISSUED: September 9, 2005

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

Authorization Code - 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.

Company or Carrier - Long Distance Savings Solutions, LLC

Customer - the person, firm, corporation or other entity that orders service and is responsible for payment of charges due and 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.

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

Holidays - The following are Company Recognized National Holidays determined at the location of the originator of the Call. The Company observes the following federally recognized holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
July 4th, Independence Day	Christmas Day

The evening rate is used unless a lower rate would normally apply. When a Call begins in one rate period and ends in another, the rate in effect in each rate period applies to the portion of the Call occurring within that rate period. In the event that a minute is split between two rate periods, the rate in effect at the start of that minute applies.

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.

ISSUED: September 9, 2005

EFFECTIVE:

By: Chris Swenson, Managing Director
717 S. Wells, Suite 700
Chicago, IL 60607

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

The Company's services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff.

The Company 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.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer-term basis, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 The Company's reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control: or when the Customer is using service in violation of the law or the provisions of this tariff.
- 2.2.3 All facilities provided under this tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service or facilities, except with 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.
- 2.2.4 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

ISSUED: September 9, 2005

EFFECTIVE:

By: Chris Swenson, Managing Director
717 S. Wells, Suite 700
Chicago, IL 60607

SECTION 2 - RULES AND REGULATIONS (continued)

2.3 Liabilities of the Company

2.3.1 The Company's liability arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur, unless ordered by the Commission.

2.3.2 The Company shall be indemnified and held harmless by the Customer against:

- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.
- (B) All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.

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EFFECTIVE:

By: Chris Swenson, Managing Director
717 S. Wells, Suite 700
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SECTION 2 - RULES AND REGULATIONS (continued)

2.4 Interruption of Service

2.4.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or due to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in Subsection 2.3.1. It shall be the Customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or equipment, if any, furnished by the Customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.

2.4.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.

2.4.3 The Customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

$$\text{Credit} = A/720 \times C$$

"A" - outage time in hours

"B" - each month is considered to have 720 hours

"C" - total monthly charge for affected facility

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EFFECTIVE:

By: Chris Swenson, Managing Director
717 S. Wells, Suite 700
Chicago, IL 60607

SECTION 2 - RULES AND REGULATIONS (continued)

2.5 Disconnection of Service by Carrier

The Company (carrier), upon 5 working days written notice to the Customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- 2.5.1 Non-payment of any sum due to carrier for regulated service for more than thirty days beyond the date of rendition of the bill for such service.
- 2.5.2 A violation of any regulation governing the service under this tariff.
- 2.5.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.
- 2.5.4 Service may be disconnected without notice for tampering with Company equipment, for interfering with the service to other Customers, for fraud, or in the event of a hazardous condition.

ISSUED: September 9, 2005

EFFECTIVE:

By: Chris Swenson, Managing Director
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SECTION 2 - RULES AND REGULATIONS (continued)**2.6 Deposits**

The Company does not require a deposit from the Customer.

2.7 Advance Payments

For Customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.8 Taxes

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

2.9 Billing of Calls

All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

ISSUED: September 9, 2005

EFFECTIVE:

By: Chris Swenson, Managing Director
717 S. Wells, Suite 700
Chicago, IL 60607

SECTION 3 – DESCRIPTION OF SERVICES**3.1 Timing of Calls****3.1.1 When Billing Charges Begin and End For Phone Calls**

The Customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when two-way communication, often referred to as "conversation time" is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone Company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.1.2 Billing Increments

The minimum call duration for billing purposes is one minute for a connected call and calls beyond one minute are billed in one-minute increments.

3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

3.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

ISSUED: September 9, 2005

EFFECTIVE:

By: Chris Swenson, Managing Director
717 S. Wells, Suite 700
Chicago, IL 60607

SECTION 3 – DESCRIPTION OF SERVICES (continued)**3.2 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 Tariff No. 4.

FORMULA:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

3.3 Minimum Call Completion Rate

A Customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 90% during peak use periods for all Feature Group D services ("1+" dialing).

ISSUED: September 9, 2005**EFFECTIVE:**

By: Chris Swenson, Managing Director
717 S. Wells, Suite 700
Chicago, IL 60607

SECTION 3 – DESCRIPTION OF SERVICES (continued)**3.4 Service Offerings****3.4.1 General**

Company undertakes to offer and provide wholesale interexchange telecommunications services within its Service Area to Reseller Customers for resale to their End Users or to other Telecommunications Service providers or Information Service providers. The Services described herein are part of the Company's one-stop shopping package offering a full service platform to the wholesale marketplace, including interstate and international voice and data services.

Although The Company does not solicit end users for any of the Services described in this Section, unsolicited requests by end users for casual calling or dial-around service and presubscribed or referred carrier service from The Company will be provided for in accordance with this Tariff.

3.4.2 Resale Service Offerings

Applicable rate schedule for the following services are provided in Section 4. Dedicated Access Lines may be required to connect Customer to Company's POP. Such Dedicated Access Lines, when required, shall be the sole responsibility of the Customer. Notwithstanding such responsibility, Company shall, upon Customer's request, order such Dedicated Access Lines on behalf of Customer or its End Users, and shall invoice Customer for all related recurring and non-recurring charges.

3.4.2.A Company "Switched One Plus Service" offers Reseller Customers interexchange Services via Feature Group D Access Lines for seamless origination, transmission and termination of communications. Feature Group D access is provided by the Local Exchange Carrier and allows the Customer to use its own Carrier Identification Code to route traffic to the Company's POP while the Customer's End Users will recognize the Customer as the End User's presubscribed interexchange carrier. The intrastate rates that The Company charges Reseller Customers Switched One Plus Service are set forth in the Service Agreement between the Company and the Reseller Customer and in Section 4.2.1 of this tariff.

3.4.2.B Company "Dedicated One Plus Service" offers Reseller Customers interexchange Services via dedicated Access Lines for seamless origination, transmission and termination of communications. Dedicated access to the Company's POP may be provided by the Customer, Company or a Local Access Provider. The intrastate rates that The Company charges Reseller Customers for Dedicated One Plus Service are set forth in the Service Agreement between the Company and the Reseller Customer and in Section 4.2.2 of this tariff.

ISSUED: September 9, 2005

EFFECTIVE:

By: Chris Swenson, Managing Director
717 S. Wells, Suite 700
Chicago, IL 60607

SECTION 3 – DESCRIPTION OF SERVICES (continued)

3.4.2.C Company "Toll Free Service" offers Reseller Customers toll free numbers (e.g., 800, 888 or 877) for their subscribers and allows callers to reach the subscriber without toll charges. Toll Free Service consists of a basic service (assignment of a toll free telephone number and a toll free calling area selected by the Customer) and additional features that Customers can select.

3.4.2.C.1 Switched Toll Free Service is an inbound long distance service. This service terminates calls over the local telephone lines of Reseller Customer's toll free subscriber, and calls are toll-free to the calling party. The rates that The Company charges Reseller Customers for Switched Toll Free Service are set forth in the Service Agreement between the Company and the reseller Customer and in Section 4.2.3 of this tariff.

3.4.2.C.2 Dedicated Toll Free Service is an inbound long distance service. This service terminates calls over dedicated Access Lines from Company's POP to the service location(s) of Reseller Customer or its toll free subscriber, and calls are toll-free to the calling party. The rates that The Company charges Reseller Customers for Dedicated Toll Free Service are set forth in the Service Agreement between the Company and the Reseller Customer and in Section 4.2.4 of this tariff.

3.4.2.D "Directory Assistance Service" offers Reseller Customers the ability to provide their End Users with phone numbers, addresses and NPA/Country codes and automatic call completion. A per-call surcharge is assessed against the Reseller Customer for each call made by the its presubscribed End-Users. This surcharge applies whether or not the Directory Assistance operator furnishes the requested telephone number(s), e.g., the requested number is unlisted, non-published or no record can be found. Requests for information other than telephone numbers will be charged for as requests for telephone numbers.

Directory Assistance Service gives the option of completing a call to the called station telephone number received from the Directory Assistance operator without hanging up and originating a new call. A usage rate for call completion applies in addition to the Directory Assistance per-call surcharge if the caller accepts the offer. The call completion charge will not apply if the call cannot be completed. The per-call surcharge and usage rates that The Company charges its Reseller Customers for Directory Assistance Service are set forth in the Service Agreement between the Company and the Reseller Customer and in Section 4.2.8.

ISSUED: September 9, 2005

EFFECTIVE:

By: Chris Swenson, Managing Director
717 S. Wells, Suite 700
Chicago, IL 60607

SECTION 3 – DESCRIPTION OF SERVICES (continued)

3.4.2.E Company "Calling Card Service" offers Reseller Customers the ability to allow their End Users to originate long distance calls from locations other than their primary service location through the use of a toll free network access number and an Authorization Code. The Company Calling Card Service provides an access number and authorization code issued by The Company which the Reseller Customer will incorporate into its End User's calling card. The Company Calling Card Service allows a Reseller Customer's End Users who are away from their home or business, or who wish to have Calling Card Service only, access to The Company Network to place calls from any location in the State. Access to The Company Network for Calling Card Service is gained by dialing an access number. End Users may bill calls to their Calling Card account, maintained by the Reseller Customer, when calling from any location within the State. The rates that The Company charges Reseller Customers for Calling Card Service are set forth in the Service Agreement between the Company and the Reseller Customer and in Section 4.2.5.

3.4.2.F "Prepaid Calling Card Service" offers Reseller Customers the ability to allow their End Users to originate long distance calls on a prepaid basis via a toll free network access number and an Authorization Code. It allows Reseller Customers to bill their End Users in advance rather than in arrears, and allows Reseller Customers to renew their End Users' prepaid balance using interactive voice response ("IVR") units and a major credit card. The Company will keep track of the prepaid account balance using the rate tables furnished by the Reseller Customer. On behalf of the Reseller Customer, The Company will give the Reseller Customer's prepaid calling card subscribers notice two (2) minutes before the available account balance is depleted, based upon the applicable rates for the call in progress, as furnished by the Reseller Customer. When the available balance is depleted, the call shall be terminated. The Reseller Customer's End-User will use the access number on the Prepaid Calling Card to access The Company Network. The Reseller Customer's applicable usage rate will be deducted on a real-time basis as the card is used until the full amount of the card is exhausted. The rates The Company charges Reseller Customers for Prepaid Calling Card Service are set forth in the Service Agreement between the Company and the Reseller Customer and in Section 4.2.6.

The Company' Reseller Customers shall be responsible for their End Users' prepayments and providing any refunds due to their End Users. The Company does not own End Users' prepaid accounts and does not recover its rates from such accounts. The Company bills the Reseller Customer directly in arrears for Prepaid Calling Card Service.

ISSUED: September 9, 2005

EFFECTIVE:

By: Chris Swenson, Managing Director
717 S. Wells, Suite 700
Chicago, IL 60607

SECTION 3 – DESCRIPTION OF SERVICES (continued)

3.4.2.G Company "Operator Assistance Service" offers Reseller Customers the ability to provide its End Users with call completion functions performed either by a live operator or by automated systems. Such functions include collect calling, third party billing and calling card services. Access to The Company Operator Assistance Services can be obtained by the following dialing methods: (A) "00" from a telephone subscribed to The Company Network in a Feature Group D (FGD) area; (B) "0+ (NPA-NXX-XXXX)" from a telephone subscribed to The Company Network in a FGD area; (C) "101XXXX+ 0" from any non-pay telephone in a FGD area; and (D) "1-800-XXXX" from any location. The rates The Company charges Reseller Customers for Operator Assistance Service are set forth in the Service Agreement between the Company and the Reseller Customer and in Section 4.2.7 of this tariff.

The Company's Reseller Customers of Operator Service shall be responsible for compliance with all signage, labeling and tariffing requirements of the Commission regarding alternative operator services ("AOS") and consumer protection policies.

3.5 End User Services**3.5.1 Casual Calling**

Casual Calling Service permits End User Customers to obtain Service without the necessity of presubscription of their local lines. Customers utilizing Casual Calling Service shall access Service by dialing an access code in the form of 101XXXX, where "X" is the 4 digit Carrier Identification Code (CIC) assigned to the Company. When dialing, the access code shall be followed by the normal sequence of 1+ Area Code + Number. Calls placed using Casual Calling Service are billed to Customer in whole minute increments rounded up to the next full minute through the serving Local Exchange Carrier's (LEC) monthly bill. All End Users of Casual Calling are Customers of the Company, even when they are End Users of a Reseller for other Services. The rates for Casual Calling Service are set forth in Section 4.3.1.

Casual Calling Service cannot be obtained through aggregator locations such as payphones. The Company will block all 101XXXX calls to its Carrier Access Code made from such locations.

ISSUED: September 9, 2005

EFFECTIVE:

By: Chris Swenson, Managing Director
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SECTION 3 – DESCRIPTION OF SERVICES (continued)**3.5.2 Presubscription Service**

Presubscription Service permits End User Customers to select The Company as the Customer's presubscribed or preferred carrier for interLATA and/or intraLATA interexchange service. The rates for Presubscription Service are set forth in Section 4.3.2.

3.6 Terms and Conditions

3.6.1 Wholesale Services will be provided if the Reseller Customer agrees to each of the following points that are applicable:

- (A) Secure and maintain all necessary state certifications, tariffs, and comply with the rules and regulations as set forth by the Commission.
- (B) Provide all billing and collection services under its own brand name.
- (C) Provide customer service under its own brand name.
- (D) Secure and maintain a signed copy of the "letter of agency" from the End-User which defines the relationship between the End-User and the Reseller.
- (E) Assume all responsibility for PIC disputes and complaints with the Local Exchange Carrier.
- (F) Use its own product names that do not identify Company products.
- (G) Use the Company name only in post-sale communications, which inform subscribers that The Company is the underlying carrier and that the Company name may appear on copies of their local phone bills using specific language authorized by The Company.
- (H) The End-User is the customer of the Reseller, not The Company.
- (I) Assume all risk for bad debt.
- (J) Accept responsibility for all charges, costs, etc. incurred by The Company with respect to Ancillary Services.
- (K) Accept responsibility for all interaction and interface with its own subscribers or customers.

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SECTION 3 – DESCRIPTION OF SERVICES (continued)

- 3.6.2 The minimum Term for Service provided On-Net is one month (30 days), except where special construction is requested in which case the minimum Term may be longer. The minimum Term for Service provided Off-Net shall be the same as that minimum service term imposed on The Company for leasing the Off-Net facilities.
- 3.6.3 Service is available twenty-four (24) hours a day, seven (7) days a week. The beginning time for outbound calls is determined by the time at the point of origination. The beginning time for inbound calls (Toll Free Service) is determined by the time at the point of termination.
- 3.6.4 Usage sensitive charges are based on the actual usage of Company's facilities (On-Net and Off-Net). Such charges are measured in Conversation Minutes counted in six (6) second increments. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is six (6) seconds and usage is rounded to the next higher six (6) second increment after the initial period.
- 3.6.5 Chargeable time for Customer shall begin when the called party answers, as determined by hardware answer supervision, provided that such capabilities are available from the local telephone company. If hardware answer supervision is not available, then Carrier will employ industry accepted standards for the timing of calls. Chargeable time for a call shall end upon disconnection by either party.

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SECTION 4 – RATES (continued)

4.1. Usage Rates

- 4.1.1. The following are the actual per minute usage charges which apply to all calls. These charges are in addition to the Non-recurring Charges and Recurring Charges referred to herein.
- 4.1.2 Conversation Minutes, reflecting usage sensitive charges resulting from use of Service, are billed in increments of six (6) seconds with an initial period (minimum billing period) of six (6) seconds, unless otherwise specified. Following the initial period, all charges are rounded to the next higher six (6) second increment for billing purposes, unless otherwise specified.
- 4.1.3 Other than the charges indicated, there are no installation charges, other nonrecurring charges, or monthly recurring charges for Service, except for the installation charges and/or monthly recurring charges associated with the use of dedicated Access Lines ordered by Carrier on behalf of Customer or its End Users.

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SECTION 4 – RATES (continued)**4.2 Wholesale Service Rates****4.2.1 Switched One Plus Service**Actual

Usage Sensitive Charges (Rate per minute): \$0.15

Non-Usage Sensitive Charges: N/A

4.2.2 Dedicated One Plus Service

Usage Sensitive Charges (Rate per minute): \$0.10

Non-Usage Sensitive Charges: N/A

4.2.3 Switched Toll Free Service

Usage Sensitive Charges (Rate per minute): \$0.15

Non-Usage Sensitive Charges: N/A

4.2.4 Dedicated Toll Free Service

Usage Sensitive Charges (Rate per minute): \$0.10

Non-Usage Sensitive Charges: N/A

4.2.5 Calling Card Service

Conversation Minutes for Casual Calling Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Actual

Usage Sensitive Charges (Rate per minute): \$0.20

Non-Usage Sensitive Charges (Per Call): \$0.50

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SECTION 4 – RATES (continued)**4.2.6 Prepaid Calling Card Service**

Conversation Minutes for Prepaid Calling Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

	<u>Actual</u>
Usage Sensitive Charges (Rate per minute):	\$0.20
Non-Usage Sensitive Charges (Per Call):	\$0.50

4.2.7 Operator Assistance Service

Conversation Minutes for Operator Assistance Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

	<u>Actual</u>
Usage Sensitive Charges (Rate per minute):	\$0.40

4.2.8 Directory Assistance Service

Conversation Minutes for Directory Assistance Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

	<u>Actual</u>
Usage Sensitive Charges (Rate per minute) for call completion:	\$0.75

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SECTION 4 – RATES (continued)**4.3 End User Service Rates****4.3.1 Casual Calling Service**

Conversation Minutes for Casual Calling Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Actual

Usage Sensitive Charges (Rate per minute): \$0.20

4.3.2 Presubscription Service

Conversation Minutes for Presubscription Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Actual

Usage Sensitive Charges (Rate per minute): \$0.15

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SECTION 4 – RATES (continued)**4.4 Determining Applicable Rate in Effect**

For the initial minute, the rate applicable at the start of chargeable time at the calling station applies. For additional minutes, the rate applicable is that rate which is in effect at the calling station when the additional minute(s) begin. That is, if chargeable time begins during the Day Period, the Day Rate applies to the initial minute and to any additional minutes that the call continues during the rate period. If the call continues into a different rate period, the appropriate rates from that period apply to any additional minutes occurring in that rate period. If an additional minute is split between two rate periods, the rate period applicable at the start of the minute applies to the entire minute.

4.5 Payment of Calls**4.5.1 Late Payment Charges**

A late payment charge of **1.5%** per month will be assessed on all unpaid balances more than thirty days old.

4.5.2 Return Check Charges

A return check charge of **\$20.00** will be assessed for checks returned for insufficient funds.

4.6 Restoration of Service

Reserved for future use.

4.7 Special Promotions

The Company will, from time to time, offer special promotions to its Customers waiving certain charges. These promotions will be approved by the FPSC with specific starting and ending dates, and be made part of this tariff.

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SECTION 4 – RATES (continued)**4.8 Special Rates For The Handicapped****4.8.1. Telecommunications Relay Service**

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

4.9. Payphone Use Service Charge

A Payphone Use Service Charge applies to each completed interLATA and intraLATA non-sent paid message made over a pay phone owned by a utility or Customer Owned Pay Telephone (COPT) Service. This includes calling card service, collect calls, calls billed to a third number, completed calls to Directory Assistance and Prepaid Card Service calls. This charge is collected on behalf of the pay phone owner. All Customers will pay the Company a per call service charge of \$0.30.

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