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VIA FEDERAL EXPRESS

January 19, 2006

Ms. Blanca Bayo
Florida Public Service Commission
Division of Communications
Certificate of Compliance Section
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0866

Re: Protection Plus of the Florida Keys, Inc. - Application for Facility Bases CLEC Authority
Re: Protection Plus of the Florida Keys, Inc. - Registration as an IXC

060053-TX DN 00639-06

~~060054-TT DN 00640-06~~

Dear Ms. Bayo,

Enclosed, please find an original and two copies of Protection Plus of the Florida Keys, Inc.'s. (d/b/a Engage Communications) Application for Authority to provide Local Exchange Service throughout the State of Florida ("Application"), including the companies proposed Tariff and it's \$400.00 filing fee. This Application is filed in accordance with the Rules of the Florida Public Service Commission, Chapter 25-24, Section 25-24.810, and PSC/CMU 8 (11/95).

In addition please an original and two copies of the Applicant's registration form to become an Inter-Exchange Carrier throughout the State of Florida.

Please acknowledge receipt of this filing by file stamping and returning to the address hereinbelow.

Questions concerning this Application may be addressed directly to me.

Sincerely,

Joseph Isaacs
Director of Regulatory Affairs
Protection Plus of the Florida Keys, Inc.

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward deposit information to Records.

Initials of person who forwarded check

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

838 Village Way, Suite 1200, Palm Harbor, Florida 34683

Telephone: 727-738-5553 Facsimile: 603-462-2118

<http://www.isg-telecom.com> isaacs@isg-telecom.com

ORIGINAL

IXC REGISTRATION FORM

060054-TT

Company Name		Protections Plus of the Florida Keys, Inc.	
Florida Secretary of State Registration No.		P01000095559	
Fictitious Name(s) as filed at Fla. Sec. of State		ENGAGE COMMUNICATIONS	
Company Mailing Name		Protection Plus of the Florida Keys, Inc. d/b/a ENGAGE COMMUNICATIONS	
Mailing Address		5450 MacDonald Avenue, #5	
		Key West, Florida 33040-5906	
Web Address		www.protectionplus.com	
E-mail Address		brad@protectionplus.com	
Physical Address		same as above	
Company Liaison		Joseph Isaacs c/o ISG-Telecom consultants	
Title		Director of Regulatory Affairs	
Phone		727-738-5553	
Fax		603-462-2118	
E-mail address		isaacs@isg-telecom.com	
Consumer Liaison to PSC		Brad Nye	
Title		President	
Address		5450 MacDonald Avenue, #5	
Phone		Key West, Florida 33040-5906	
Fax		305-295-2797	
E-mail address		brad@protectionplus.com	
<p>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.</p>			
Signature of Company Representative		BRAD NYE, President	
Date		Printed/Typed Name of Representative	
1/17/06		Bradley A Nye	

Effective: 07/15/2003

Original Tariff forwarded to CUP.

DOCUMENT NUMBER-DATE

00640 JAN 23 8

FPSC-COMMISSION CI FRK

TELECOMMUNICATIONS TARIFF

OF

Protection Plus of the Florida Keys, Inc

5450 MacDonald Avenue, Key West, Florida 33040-5906

RESALE TELECOMMUNICATIONS SERVICE

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of services and facilities for Florida resale telecommunications services provided by Protection Plus of the Florida Keys, Inc with principal offices at 5450 MacDonald Avenue, Key West, Florida 34683. 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: January 24, 2006

Effective Date: _____

Issued By:

Joseph Isaacs, Director Regulatory Affairs
Engage Communications
838 Village Way, Suite 1200
Palm Harbor, Florida 34683

CHECK SHEET

The Sheets 1 through 57 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

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

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CHECK SHEET

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
41	Original		
42	Original		
43	Original		
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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify **changed** condition or regulation
- (D) To signify **deleted or discontinued** rate, regulation or condition
- (I) To signify a change resulting in an **increase** to a Customer's bill
- (M) To signify that material has been **moved from** another Tariff location
- (N) To signify a **new** rate, regulation condition or sheet
- (R) To signify a change resulting in a **reduction** to a Customer's bill
- (T) To signify a change in **text** but no change to rate or charge

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TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the heading of each sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 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 Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the sheets contained in the Tariff with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

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APPLICATION OF TARIFF

This Tariff contains the rates, terms and conditions applicable to the provision of specialized intrastate common carrier telecommunications services by Protection Plus of the Florida Keys, Inc between various locations within the State of Florida.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

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

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.

Authorized User

A user who is a customer, or a person authorized by the customer that uses the Company's Services. An Authorized User is responsible for compliance with this tariff.

Billed Party

The person or entity responsible for payment for the use of the Company's Service(s).

Called Station:

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

Calling Card:

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

Calling Station

The origination point of a call (i.e. the calling number).

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Central Office

A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel

A path for electrical transmission between two or more points, the path having a bandwidth designed to carry voice grade transmission.

Commission:

Florida Public Service Commission

Common Carrier

A company or entity providing telecommunications services to the public.

Company:

Protection Plus of the Florida Keys, Inc ("Engage")

Credit Card Calls (Calling Card Calls)

A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a credit card, such as Visa or Master Card, or to a LEC or interexchange carrier calling card, including calling cards issued by the Company

Customer:

Any person, firm, partnership, association, joint stock company, trust, corporation, governmental entity or any other entity which orders service, that is responsible for payment of charges and for compliance with this tariff.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Customer Dialed Calling Card

A call that is billed to a Calling Card that does not require intervention by an attended operator position to complete.

Day

From 8:00 A.M. up to but not including 5:00 P.M. local time Monday through Friday.

Debit Card (Prepaid Calling Card)

A prepaid long distance calling card sold in increments to the end user. The card is accessed by an 800 number and each time the card is used the remaining balance is given to the end user.

Dedicated Access:

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

Direct Dialed Call

A Florida intrastate telephone call that is automatically completed and billed to the telephone from which the call originated without the automatic or live assistance of an operator. This includes calls forwarded by call forwarding equipment.

Disconnect or Disconnection:

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Evening

From 5:00 P.M. up to but not including 11:00 P.M. local time Sunday through Friday.

Exchange

A geographic area established by the tariff of Local Exchange Carriers for the administration of communications service in a specific area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications services within that area.

Incompleted Call

Any call where the communication path between the calling and the called station is not established (i.e., busy, no answer, etc.).

Local Exchange Carrier (LEC)

A telephone company utility which provides local telecommunications services to a specific geographical area for business and residential customers.

Subscriber:

See "Customer" definition.

"800" Number:

An interexchange service offered pursuant to this tariff for which the called party is assigned a unique 800-NXX-XXXX, 888-NXX-XXXX, 877-NXX-XXXX number, 866-NXX-XXXX or 855-NXX-XXX, or any other NPA, and is billed for calls terminating at that number.

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SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Florida.
- 2.1.2. Company is a non-facilities-based provider of resold interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport, and termination services provided by interexchange carriers.
- 2.1.4. Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.5. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

2.2. LIMITATIONS OF SERVICE

- 2.2.1. All service is subject to availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of satellite or other transmission medium capacity or due to any causes beyond its control

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SECTION 2 - RULES AND REGULATIONS, Continued

2.2. LIMITATIONS OF SERVICE, Continued

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

2.3. USE

- 2.3.1. Services provided under this tariff may be used only for transmission of communications by customers in a manner consistent with the terms of this tariff and regulations of the FCC and all state and local authorities having jurisdiction over the service.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.3. USE, Continued

- 2.3.3. Application for service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4 RESPONSIBILITIES OF THE CUSTOMER

- 2.4.1. The Customer is responsible for placing any necessary orders, and for complying with tariff Regulations, and for ensuring that Authorized users comply with tariff regulations. The Customer is also responsible for the payment of charges for calls originated at the customers premises. This includes payment for calls or services originating at the Customer's number(s); accepted at the Customer's number(s) (i.e., collect calls); billed to the Customer's number via Third Number Billing if the Customer is found to be responsible for such call or service, the use of a Calling Card, the use of a Company assigned Special Billing Number and incurred at the specific request of the Customer.
- 2.4.2. The Customer is responsible for charges incurred for special construction and/or special facilities that the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3. If required for the provision of the Company's Services, the Customer must provide any equipment space, supporting structure, conduit, and electrical power without charge to the company.
- 2.4.4. The Customer is responsible for arranging ingress to its premises at time mutually acceptable to the Customer and the Company when required for the Company personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of the Company's Service(s).
- 2.4.5. The Customer shall ensure that its terminal equipment and system is properly interfaced with the Company's facilities and Services, that the signals and voltages emitted into the Company's facilities are of the proper mode, bandwidth, power, and signal level of the intended use of the Customer and in compliance with the criteria set forth in the rules of the FCC, and that the signals do not damage equipment, injure personnel or degrade Service to other Customers.

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838 Village Way, Suite 1200
Palm Harbor, Florida 34683

SECTION 2 - RULES AND REGULATIONS, Continued

2.4 RESPONSIBILITIES OF THE CUSTOMER, Continued

- 2.4.6. Interconnection between Customer's equipment and Company-provided services must be made by the Customer by leased channel or dial-up service. Where interconnection between Customer's equipment and Company-provided service is not made by lease of Company facilities, interconnection must be made by the Customer at the Company's operating offices. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.
- 2.4.7. If the protective requirements in connection with Customer-provided equipment are not being complied with, the Company may take such immediate action as necessary to protect its facilities and personnel and will promptly notify the Customer of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm.
- 2.4.8. The Customer is liable to the Company for the replacement and repair of damage to the equipment and facilities of the Company caused by negligence and willful act of the Customer, its Authorized Users, and others and for improper use of equipment provided by the Customer, its Authorized Users, and others.
- 2.4.9. The Customer is liable for the loss through theft and fire of any of the Company's equipment installed at Customer's premises.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5 RESPONSIBILITIES OF AUTHORIZED USERS

- 2.5.1. The Authorized User is responsible for compliance with applicable regulations set forth in this tariff.
- 2.5.2. The Authorized User is responsible for establishing its identity as often as necessary during the course of the call.
- 2.5.3. The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.

2.6. LIABILITIES OF THE COMPANY

- 2.6.1. Except as stated in this Section 2.6., the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for gross negligence or willful misconduct.
- 2.6.2. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have thirty (30) days. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. LIABILITIES OF THE COMPANY, Continued

- 2.6.3. The Company is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the Service(s) received by Customer, or for the unavailability of or any delays in the furnishing of any Service(s) or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the Services provided to Customer, the Company's liability shall be limited according to the provisions of Section 2.4.2 above and elsewhere in this tariff.
- 2.6.4 The Company disclaims any express or implied warranties with respect to Services, including without limitation, any implied warranties of merchantability and fitness for a particular purpose.
- 2.6.5. The Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
 - B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
 - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.6.6. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.
- 2.6.7. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. LIABILITIES OF THE COMPANY, Continued

- 2.6.8 Where Customer –provided equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the maintenance and operations of such services in the proper manner; subject to this responsibility, the Company shall not be responsible for the through transmission of signals generated by Customer –provided equipment; or network control signaling where such signaling is performed by Customer –provided network control signaling equipment.
- 2.6.9. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company’s negligence.
- 2.6.10. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. LIABILITIES OF THE COMPANY, Continued

- 2.6.11. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.6.12. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Florida law. The Company shall not be responsible for claims made outside the 30 day period. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.6.13. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.
- 2.6.14. Under no circumstances whatsoever shall the Company or its officers, directors, agents, or employees be liable for any indirect, incidental, special, or consequential damages.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.7. INDEMNITY

Subject to the limitations of liability set forth in Section 2.4 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all claims to the extent that such claims were proximately caused by any negligent or willful act or omission by the party from whom indemnity is sought, or by the agents, employees, subcontractors or assignees of the party from whom indemnity is sought, in connection with use of the Services. The indemnifying party under this Section shall defend the other at the other's request against any such claim. The party seeking indemnification under this Section must notify the other promptly of written claims or demands for which the indemnifying party may be responsible. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal, provided it pays the cost of any required appeal bond, compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

2.8. FULL FORCE AND EFFECT

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

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. INTERRUPTION OF SERVICE

- 2.9.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.6., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.9.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.
- 2.9.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

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

A - outage time in hours

B - total monthly charge for affected utility

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SECTION 2 - RULES AND REGULATIONS, Continued

2.10. RESTORATION OF SERVICE

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

2.11. MINIMUM SERVICE PERIOD

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

2.12. PAYMENTS AND BILLING

2.12.1. Charges for service are applied on a recurring basis. Charges for recurring fees are billed one (1) month in advance. Usage charges are billed one (1) month in arrears. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.

2.12.2. The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.

2.12.3. When billing functions on behalf of the Company are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact the Company directly.

2.12.4. Any person or entity which uses, appropriates or secures the use of Service(s) from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's Service(s) actually made by Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.12. PAYMENTS AND BILLING, Continued

- 2.12.5. Billing is payable upon receipt and past due twenty (20) days after issuance and posting of invoice. Bills not paid within thirty (30) days after the date of posting are subject to 1) a 1.5 percent late payment charge or 2) the highest rate allowed by law per month, for the unpaid balance, and may be subject to additional collection agency fees.
- 2.12.6. A charge of \$15.00 or five (5) percent of the amount of the check, whichever is greater, will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.
- 2.12.7. Billing disputes should be addressed to Company's customer service organization via telephone. Customer service representatives are available from 8:30 AM to 5:30 PM Eastern Time. Messages may be left for Customer Services from 5:31 PM to 8:29 AM Eastern Time, which will be answered on the next business day.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.12. PAYMENTS AND BILLING, Continued

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

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

Consumer Affairs Division
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0866
Telephone: 850-413-6770

2.13. CANCELLATION BY CUSTOMER

2.13.1. Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation.

2.13.2. Customer is responsible for usage charges while still connected to the Company's service, even if the customer utilizes services rendered after the Customers request for cancellation has been made notice and the payment of associated local exchange company charges, if any, for service charges.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY CUSTOMER, Continued

2.13.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:

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

2.14. CANCELLATION BY COMPANY

2.14.1. Company may immediately discontinue furnishing the Service to a Customer without incurring liability:

- A. If there is a condition determined in Company's sole discretion to be hazardous to the Customer, to other Customers of Company, to Company's equipment, to the public or to employees or agents of Company; or
- B. If Company deems refusal or disconnection necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or Services; or
- C. For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to Service; or

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SECTION 2 - RULES AND REGULATIONS, Continued

2.14. CANCELLATION BY COMPANY, Continued

2.14.1. Continued:

- D. For use of Company's Services for any purpose other than that described in the application; or
- E. In the event of Customer use of equipment in such a manner as to adversely affect Company's equipment or the Service to others; or
- F. In the event of tampering with the equipment furnished and owned by Company; or
- G. In the event of unauthorized or fraudulent use of Service.

2.14.2. Company may discontinue service according to the following conditions upon written notice, pursuant to 83 Florida Administrative Code Section 735.130(c):

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

2.14.3. In the event of disconnection, the notice to the Customer will inform the Customer of the right to appeal to the Consumer Affairs Division of the Florida Commerce Commission, pursuant to 83 Florida Administrative Code, Part 735.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.14. CANCELLATION BY COMPANY, Continued

- 2.14.4. Notice of disconnection will be conducted according to the procedures of 83 Florida Administrative Code, Section 735.130.
- 2.14.5. The discontinuance of Service(s) by Company pursuant to this section does not relieve the Customer of any obligations to pay Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein are not exclusive, and Company is at all times be entitled to all the rights available to it under law or equity.
- 2.14.6. Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or Services.

2.15. INTERCONNECTION

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

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SECTION 2 - RULES AND REGULATIONS, Continued

2.16. DEPOSITS AND ADVANCE PAYMENTS

The Company does not request deposits or advance payments, but reserves the right to do so. Any deposits or advanced payments will be collected and maintained by the Company in accordance with Florida law and Commission rules and regulations.

2.17. CREDIT LIMIT

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

2.18. TAXES

The Customer is responsible for payment of all federal, state and local taxes, franchise, excise and other fees applicable to the Services, including, but not limited to: sales, use, excise, franchise, access, universal service, 911 services and handicapped services.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1. TIMING OF CALLS

- 3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.
- 3.1.2. The minimum call duration for billing purposes for all services, unless stated otherwise in this tariff, is eighteen (18) seconds with six (6) second billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.

3.2. ENGAGE'S TELECOMMUNICATIONS SERVICES

3.2.1. Business Long Distance Service

Company offers a presubscribed flat rate service for business customers based on the volume of long distance usage each month, in accordance with the following rate plans:

<u>Rate Plan</u>	<u>Subscriber Monthly Long Distance Usage Volume</u>
Business Long Distance Service I	\$0.00 to \$299.99
Business Long Distance Service II	\$299+

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.2. Engage's TELECOMMUNICATIONS SERVICES, Continued

3.2.2. Directed Outbound Long Distance

Company offers a dedicated access outbound long distance service for business customers which requires T-1 or dedicated access lines. Company rate plans are based on the volume of long distance usage each month, in accordance with the following rate plans:

<u>Rate Plan</u>	<u>Subscriber Monthly Long Distance Usage Volume</u>
Directed Outbound Long Distance I	\$0.00 to \$999.99
Directed Outbound Long Distance II	\$1,000.00+

3.2.3. Dedicated Inbound 800 (Toll Free) Service

Company offers a dedicated access inbound 800 number (toll free) long distance service for business customers which requires T-1 or dedicated access lines. Company rate plans are based on the volume of long distance or toll free usage each month, in accordance with the following rate plans:

<u>Rate Plan</u>	<u>Subscriber Monthly Long Distance Usage Volume</u>
Dedicated 800 Inbound I	\$0.00 to \$999.99
Dedicated 800 Inbound II	\$1,000.00 +

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.2. Engage's TELECOMMUNICATIONS SERVICES, Continued

3.2.4. Inbound 800 (Toll Free) Service

Company offers a switched access inbound 800 number (toll free) long distance service for business customers . Company rate plans are based on the volume of long distance or toll free usage each month, in accordance with the following rate plans:

<u>Rate Plan</u>	<u>Subscriber Monthly Long Distance Usage Volume</u>
Business 800 Inbound I	\$0.00 to \$999.99
Business 800 Inbound II	\$1,000.00 +

3.2.5. Residential Long Distance Service

Company offers a presubscribed flat rated, switched access long distance service for residential customers. Company rate plans are based on the volume of long distance usage each month, in accordance with the following rate plans:

<u>Rate Plan</u>	<u>Subscriber Monthly Long Distance Usage Volume</u>
Residential Long Distance Service I	\$0.00 to \$249.99
Residential Long Distance Service II	\$250.00+

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.2. ENGAGE'S TELECOMMUNICATIONS SERVICES, Continued

3.2.6. Travel Card Service (Post Paid)

Company offers a travel card service which enables Company's residential and business customers to gain access to their long distance service from anywhere nationally to anywhere nationally through a discount service billed back to the subscriber's account.

3.2.7. Disposable Prepaid Calling Card Service

Company offers a discretionary, disposable prepaid calling card. Once calling time is depleted, additional calling time may not be purchased. Calling time purchased under the Disposable Prepaid Calling Card V plan may be purchased in 250 minute increments, with a minimum purchase of 500 minutes, i.e. 500 minutes, 750 minutes, 1,000 minutes, 1,250, minutes, etc. Rates are based upon the amount of calling time purchased, in accordance with the following limits:

<u>Rate Plan</u>	<u>Calling Time, Per Card</u>
Disposable Prepaid Calling Card I	Up to 200 minutes of calling
Disposable Prepaid Calling Card II	Up to 499 minutes of calling
Disposable Prepaid Calling Card III	More than 500 minutes of calling

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.2.8. Rechargeable Prepaid Calling Card Service

Company offers a discretionary, rechargeable prepaid calling card. Once calling time is depleted, Customer may purchase additional calling time without purchasing a new card. Calling time purchased under the Rechargeable Prepaid Calling Card V plan may be purchased in 500 minute increments, with a minimum purchase of 1,000 minutes, i.e. 1,000 minutes, 1,500 minutes, 2,000 minutes, etc. Rates are based upon the amount of calling time purchased, in accordance with the following limits:

<u>Rate Plan</u>	<u>Calling Time, Per Card</u>
Rechargeable Prepaid Calling Card I	Up to 200 minutes of calling
Rechargeable Prepaid Calling Card II	Up to 499 minutes of calling
Rechargeable Prepaid Calling Card III	More than 500 minutes of calling

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.2. ENGAGE'S TELECOMMUNICATIONS SERVICES, Continued

- 3.2.9. Long Distance Directory Assistance – Service offered on a per call basis to all Commercial and Residential Customers that allows the customer to obtain telephone numbers by dialing 1+ area code + 555-1212. Such service is available twenty four (24) hours a day, seven (7) days a week.
- 3.2.10. Bundled Service Packages - Poltel offers three multi-service packages of communications services to residential and small business customers in lieu of otherwise applicable rates and discounts. All packages include long distance (interstate and intrastate toll) and Internet access services. Customers may choose from among Bundled Service Packages A, B or C. Each package is designed for Customers with differing monthly volumes of long distance usage, low, medium and high. Customers subscribing to the Company's Bundled Service Packages have the option of being billed for services electronically, via a personal Internet web portal, via credit card, or in paper bill format. Customers desiring to be billed in paper bill format or desiring to pay for services other than by credit card will be assessed a \$2.00 per month service charge.

3.3. PROMOTIONS

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration, not to exceed ninety (90) days per customer, for non-optional, recurring charges, designed to attract new subscribers or to increase subscriber awareness of a particular service offering. Requests for promotional offerings will be presented to the ICC for its approval.

3.4. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

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

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SECTION 4 – RATES AND CHARGES

4.1. SERVICE CHARGES

This section sets forth the rates and charges applicable to the Company's services. The rates are applicable to domestic Florida intrastate services and facilities. All rates and charges are expressed in U.S. dollars. Calls which overlap rate periods will be charged according to the rates applicable to the time recorded in each period.

4.1.1. Business Long Distance Service I

Item	Rate
Calls	
Day	\$0.0790
Evening	\$0.0990
Night/Weekend	\$0.0990
Monthly Recurring Charge	\$5.00
Monthly Basic Account Code	\$5.00
Monthly Verified Account Code	\$0.00

4.1.2. Business Long Distance Service II

Item	Rate
Calls	
Day	\$0.0775
Evening	\$0.0975
Night/Weekend	\$0.0975
Monthly Recurring Charge	\$5.00
Monthly Basic Account Code	\$5.00
Monthly Verified Account Code	\$0.00

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SECTION 4 – RATES AND CHARGES, Continued

4.1. SERVICE CHARGES, Continued

4.1.3. Dedicated Outbound Long Distance I

Item	Rates
Calls	
Day	\$0.0700
Evening	\$0.0800
Night/Weekend	\$0.0800
Monthly Recurring Charge	\$5.00
Monthly Basic Account Code	\$5.00
Monthly Verified Account Code	\$0.00

4.1.4. Dedicated Outbound Long Distance II

Item	Rates
Calls	
Day	\$0.0675
Evening	\$0.0875
Night/Weekend	\$0.0875
Monthly Recurring Charge	\$5.00
Monthly Basic Account Code	\$5.00
Monthly Verified Account Code	\$0.00

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SECTION 4 – RATES AND CHARGES, Continued

4.1. SERVICE CHARGES, Continued

4.1.5. Dedicated 800 Inbound I

Item	Rates
Calls	
Day	\$0.0800
Evening	\$0.0800
Night/Weekend	\$0.0800
Monthly Recurring Charge	\$0.00
Monthly Basic Account Code	\$0.00
Monthly Verified Account Code	\$0.00

4.1.6. Dedicated 800 Inbound II

Item	Rates
Calls	
Day	\$0.0775
Evening	\$0.0775
Night/Weekend	\$0.0720
Monthly Recurring Charge	\$0.00
Monthly Basic Account Code	\$0.00
Monthly Verified Account Code	\$0.00

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SECTION 4 – RATES AND CHARGES, Continued

4.1. SERVICE CHARGES, Continued

4.1.7. Business 800 Inbound I

Item	Rates
Calls	
Day	\$0.0790
Evening	\$0.0890
Night/Weekend	\$0.0890
Monthly Recurring Charge	\$5.00
Monthly Basic Account Code	\$0.00
Monthly Verified Account Code	\$0.00

4.1.8. Business 800 Inbound II

Item	Rates
Calls	
Day	\$0.0775
Evening	\$0.0775
Night/Weekend	\$0.0775
Monthly Recurring Charge	\$5.00
Monthly Basic Account Code	\$0.00
Monthly Verified Account Code	\$0.00

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SECTION 4 – RATES AND CHARGES, Continued

4.1. SERVICE CHARGES, Continued

4.1.9. Residential Service I

Item	Rates
Calls	
Day	\$0.0790
Evening	\$0.0790
Night/Weekend	\$0.0790
Monthly Recurring Charge	\$4.95
Monthly Basic Account Code	\$5.00
Monthly Verified Account Code	\$0.00

4.1.10. Residential Service II

Item	Rates
Calls	
Day	\$0.0780
Evening	\$0.0780
Night/Weekend	\$0.0780
Monthly Recurring Charge	\$3.95
Monthly Basic Account Code	\$5.00
Monthly Verified Account Code	\$0.00

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SECTION 4 – RATES AND CHARGES, Continued

4.1. SERVICE CHARGES, Continued

4.1.11. Residential Travel Service

Item	Rates
Calls	
Day	\$0.0990
Evening	\$0.0990
Night/Weekend	\$0.0990
Monthly Recurring Charge	\$5.00
Monthly Basic Account Code	\$5.00
Monthly Verified Account Code	\$10.00

4.1.12 Business Travel Service

Item	Rates
Calls	
Day	\$0.0990
Evening	\$0.0990
Night/Weekend	\$0.0990
Monthly Recurring Charge	\$5.00
Monthly Basic Account Code	\$5.00
Monthly Verified Account Code	\$10.00

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SECTION 4 – RATES AND CHARGES, Continued

4.1. SERVICE CHARGES, Continued

4.1.13. Disposable Prepaid Calling Card I

Item	Rates
Calls	
Day	\$0.0990
Evening	\$0.0990
Night/Weekend	\$0.0990
Monthly Recurring Charge	\$0.00
Monthly Basic Account Code	\$0.00
Monthly Verified Account Code	\$0.00

Calls are billed in 60 second increments with a 60 second minimum.

4.1.14. Disposable Prepaid Calling Card II

Item	Rates
Calls	
Day	\$0.0990
Evening	\$0.0990
Night/Weekend	\$0.0990
Monthly Recurring Charge	\$0.00
Monthly Basic Account Code	\$0.00
Monthly Verified Account Code	\$0.00

Calls are billed in 60 second increments with a 60 second minimum.

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SECTION 4 – RATES AND CHARGES, Continued

4.1. SERVICE CHARGES, Continued

4.1.15. Rechargeable Prepaid Calling Card I

Item	Rates
Calls	
Day	\$0.0990
Evening	\$0.0990
Night/Weekend	\$0.0990
Monthly Recurring Charge	\$0.00
Monthly Basic Account Code	\$0.00
Monthly Verified Account Code	\$0.00

Calls are billed in 30 second increments with a 6 second minimum.

4.1.16. Rechargeable Prepaid Calling Card II

Item	Rates
Calls	
Day	\$0.0990
Evening	\$0.0990
Night/Weekend	\$0.0990
Monthly Recurring Charge	\$0.00
Monthly Basic Account Code	\$0.00
Monthly Verified Account Code	\$0.00

Calls are billed in 30 second increments with a 6 second minimum.

4.1.17. Long Distance Directory Assistance

Item	Rate
Per Inquiry	\$0.850

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SECTION 4 – RATES AND CHARGES, Continued

4.1. SERVICE CHARGES, Continued

4.1.18. Discount Program for Term Agreements

	Monthly Commitment	1 yr.	2 yr.	3yr.	5 yr.
Business	\$100.01-\$3,000	0.0%	5.0%	7.5%	10.0%
	\$3,000.01 or more	0.0%	7.5%	10.0%	15.0%
Residential	\$0.01-\$50	0.0%	5.0%	7.5%	10.0%
	\$50.01 or more	0.0%	7.5%	10.0%	15.0%

4.1.19 Bndled Service Package A

Bundled Service Package A is designed for Customers with low volume long distance usage. The products and services included with the monthly recurring charge are 50 free intrastate and interstate toll calling minutes¹, dial-up Internet access, e-mail and other Internet related services. All calls over the 50 minute limit are billed at the per minute rate set forth below.

Item	Rate
Monthly Service Charge	\$19.95
Calls over the 50 minute monthly limit, per minute	\$0.059
Monthly paper bill format charge	\$2.00
Monthly non-credit card payment charge	\$2.00

For a period of 90 days following the effective date of this tariff, new Customers subscribing to Company's Bundled Service Package A for a minimum one (1) year term commitment, or former Company Customers who subscribe to Company's Bundled Service Package A for a minimum one (1) year term commitment, will be eligible to receive 500 minutes of calling time at no additional charge, if used within the first 90 days of the contract term.

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