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IXC REGISTRATION FORM RECEIVED-FPSC

Company Name RETEL COMMUNICATIONS, INC 07 DEC -3 PM 3:12

Florida Secretary of State Registration No. P01000057890 COMMISSION FICTITIOUS NAME(S) AS FILED AT FLA. SEC. OF STATE RETEL COMMUNICATIONS, INC CLERK

Company Mailing Name RETEL COMMUNICATIONS, INC Mailing Address PO BOX 15577 PANAMA CITY FL 32406 Web Address http://www.retelcom.com E-mail Address martin@retelcom.com Physical Address 708 W 11th Street, Panama City FL 32401

Company Liaison Sven Martin Thompson Title President Phone 850-763-2255 Fax 850-763-3644 E-mail address martin@retelcom.com

Consumer Liaison to PSC Sven Martin Thompson Title President Address PO Box 15577 Panama City, FL 32406 Phone 850-763-2255 Fax 850-763-3644 E-mail address martin@retelcom.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 [Signature] Date 11-30-07

Sven Martin Thompson Printed/Typed Name of Representative

DOCUMENT NUMBER-DATE 10637 DEC-3 08 FPSC-COMMISSION CLERK

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**RETEL COMMUNICATIONS, INC.****FLORIDA TELECOMMUNICATIONS TARIFF**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by ReTel Communications, Inc., with principal offices at 708 W. 11<sup>th</sup> Street, Panama City, Florida 32401. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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ISSUED: November 30, 2007

EFFECTIVE: 

By:

S.M. Thompson, Vice President  
708 W. 11<sup>th</sup> Street  
Panama City, FL 32401

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**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
16	Original
17	Original
18	Original

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**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

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**TARIFF FORMAT SHEETS**

**A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

**B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 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.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

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

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.

ANI Recognition - A service whereby the Customer dials a toll-free number for access to the Company's long distance services where the Customer's home telephone number is automatically recognized by the Company's long distance service. Calls are processed without the requirement for the Customer to enter a numerical code.

Company or Carrier - ReTel Communications, Inc.

Customer - the person, firm, corporation or other entity which 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 Company's recognized holidays are New Year's Day, Independence Day, Thanksgiving Day, Christmas Day.

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

The Company does not currently sell any product that has the time of day, day of week, or holiday designations in its rating structure.

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## 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's 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.

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**SECTION 2 - RULES AND REGULATIONS continued****2.2 Limitations (Cont.)**

2.2.3 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.

**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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**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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**SECTION 2 - RULES AND REGULATIONS continued**

**2.5 Disconnection of Service by Carrier**

The Company, 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.

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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 federal, state and local taxes, required fees, allowed fees, (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 office or agent of the Company 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.

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**SECTION 3 - DESCRIPTION OF SERVICE****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 2 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 indicating an answer by the called party.

**3.1.2 Billing Increments**

The minimum call duration for billing purposes is three minutes for a connected call and calls beyond three minutes are billed in one minute increments. Any partial increment is rounded up to the next increment.

**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.

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**SECTION 3 - DESCRIPTION OF SERVICE 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. Products that are sold on the basis of "CONUS availability" indicate that the customer may make calls to any point within the 48 contiguous United States of America plus the District of Columbia.

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 Telcordia in and are a telecommunications-industry recognized standard.

**FORMULA:**

The square  
root of: 
$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

**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 local exchange and interexchange calls that use facilities purchased by the customer from the Company.

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**SECTION 3 - DESCRIPTION OF SERVICE continued****3.4 Service Offerings****3.4.1 ReTel Long Distance Service**

ReTel Long Distance Service is offered to residential customers. The service permits outbound calling at a package price per month. The customer is not required to renew a subscription each month. Service is provided by use of a toll-free access number to the Company's network switch where the call is processed.

**3.4.2 ReTel 800/888 (Inbound) Long Distance Service**

The Company does not offer Inbound Toll Services.

**3.4.3 ReTel Calling Card Service**

The Company does not offer Calling Card Services.

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**SECTION 3 - DESCRIPTION OF SERVICE continued**

3.4.4 **Operator Services**

The Company does not offer Operator Services.

3.4.4.A **Operator Dialed Surcharge**

Not Applicable.

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**SECTION 4 - RATES****4.1 ReTel Long Distance Service**

The effective rate per minute is a range of .02 to .04 per minute if the Customer uses all available minutes within a subscription period. Any unused minutes expire at the end of the subscription period; unused minutes have the effect of raising the rate per minute. The number of minutes available to the Customer is announced during call processing.

Usage is billed in full minute increments after a three minute minimum. The Company does not impose any surcharges of any type on interexchange services.

**4.2 ReTel 800/888 (Inbound) Long Distance Service**

Not offered by the Company. .

**4.3 ReTel Calling Card Service**

Not offered by the Company.

**4.4 Operator Services (For presubscribed customers)**

Not offered by the Company.

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**SECTION 4 - RATES continued****4.5 Determining Applicable Rate in Effect**

The Company does not sell products that are time-of-day sensitive.

**4.6 Payment of Charges****4.6.1 Late Payment Charges**

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

**4.6.2 Return Check Charges**

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50.00, \$30.00 if the face value does exceed \$50.00 but does not exceed \$300.00, \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, which ever is greater.

**4.7 Restoration of Service**

A reconnection fee of \$25.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

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**SECTION 4 - RATES continued****4.8 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.

**4.9 Special Rates For The Handicapped****4.9.1 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 non-relay 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 non-relay 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.~~

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