

REQUEST TO ESTABLISH DOCKET
(PLEASE TYPE)

Date: January 25, 1999

Docket No. 990092-TI

1. Division Name/Staff Name: Communications/T.Williams
2. OPR: T.Williams
3. OCR: _____

4. Suggested Docket Title: Request to change the name on Interexchange Telecommunications Service Certificate No. 2684 from NATIONAL TELEPHONE & COMMUNICATIONS, INC. to INCOMNET COMMUNICATIONS CORPORATION.

5. Suggested Docket Mailing List (attach separate sheet if necessary)

- A. Provide NAMES ONLY for regulated companies or ACRONYMS ONLY regulated industries, as shown in Rule 25-22.104, F.A.C.
B. Provide COMPLETE name and address for all others. (Match representatives to clients.)

1. Parties and their representatives (if any)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. Interested Persons and their representatives (if any)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

6. Check one: Documentation is attached.
 Documentation will be provided with the recommendation.

I:\PSC\RAR\WP\ESTDKT.
PSC/RAR 10 (Revised 01/96)

DOCUMENT NO.
01024-99
1-25-99



January 20, 1999
Overnight

RECEIVED

JAN 21 1999

CMU

210 N. Park Ave.
Winter Park, FL
32789

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

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

Mr. Walter D'Haeseleer
Director of Communications
Florida Public Service Commission
Division of Communications
2540 Shumard Oaks Boulevard
Tallahassee, Florida 32399-0870

Re: **Change of Name of National Telephone & Communications, Inc. to
Incomnet Communications Corporation**

Dear Mr. D'Haeseleer:

Enclosed for filing are the original and three (3) copies of a tariff revision filed on behalf of Incomnet Communications Corporation. The purpose of this filing is to change the Company name from National Telephone & Communications, Inc. to Incomnet Communications Corporation. Also enclosed is the Certificate of Authority from the Florida Secretary of State, the Certificate of Amendment to the Company's Articles of Incorporation and labels for the headers and footers of tariff pages not being revised with this filing. Please issue an amended Certificate of Authority reflecting the new Company name. The Company respectfully requests the earliest possible approval date for this filing.

The following pages are included with this filing:

Second Revised Sheet 1	Changes Company Name
Eighth Revised Sheet 2	Updates Check Sheet
Third Revised Sheet 4	Changes Company Name
First Revised Sheet 7	Changes Company Name
First Revised Sheet 8	Changes Company Name
First Revised Sheet 9	Changes Company Name
First Revised Sheet 10	Changes Company Name
First Revised Sheet 13	Changes Company Name
First Revised Sheet 14	Changes Company Name
First Revised Sheet 16	Changes Company Name
Fourth Revised Sheet 18	Changes Company Name
First Revised Sheet 19.2	Changes Company Name
First Revised Sheet 19.3	Changes Company Name
Second Revised Sheet 19.4	Changes Company Name

January 20, 1999
Mr. Walter D'Haeseleer
Page 2 of 2

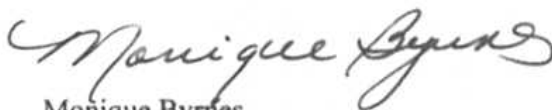
The following pages are included with this filing: (Cont'd.)

Second Revised Sheet 19.5	Changes Company Name
First Revised Sheet 19.6	Changes Company Name
First Revised Sheet 19.13	Changes Company Name
First Revised Sheet 19.20	Changes Company Name
First Revised Sheet 19.21	Changes Company Name
First Revised Sheet 19.23	Changes Company Name
First Revised Sheet 19.24	Changes Company Name
Third Revised Sheet 19.25	Changes Company Name
Second Revised Sheet 19.26	Changes Company Name
Second Revised Sheet 19.27	Changes Company Name
First Revised Sheet 19.35	Changes Company Name
Third Revised Sheet 20	Changes Company Name
Second Revised Sheet 21	Changes Company Name
Second Revised Sheet 22	Changes Company Name
Second Revised Sheet 31.4	Changes Company Name
Second Revised Sheet 31.5	Changes Company Name

Please acknowledge this filing by returning a date-stamped copy of this cover letter in the self-addressed, stamped envelope provided for this purpose.

Any Questions regarding this filing may be directed to my attention at (407) 740-8575.

Sincerely,



Monique Byrnes
Consultant to
Incomnet Communications Corporation

MB/sp

cc: D. DeForge - NTC
file: NTC - FL
NTC - Binders
tms: fli9901

**Incomnet Communications
Corporation**

**Incomnet Communications
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**Incomnet Communications
Corporation**

State of Florida



Department of State

I certify the attached is a true and correct copy of the Amendment to the Application of a Foreign Corporation, filed on December 15, 1998, for NATIONAL TELEPHONE & COMMUNICATIONS, INC. which changed its name to INCOMNET COMMUNICATIONS CORPORATION, a Delaware corporation authorized to transact business in Florida, as shown by the records of this office.

The document number of this corporation is F97000001628.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Seventeenth day of December, 1998



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

December 17, 1998

CSC
ANGIE GLISAR
TALLAHASSEE, FL 32301

Re: Document Number F97000001628

The Amendment to the Application of a Foreign Corporation for NATIONAL TELEPHONE & COMMUNICATIONS, INC. which changed its name to INCOMNET COMMUNICATIONS CORPORATION, a Delaware corporation authorized to transact business in Florida, was filed on December 15, 1998.

The certification you requested is enclosed.

Should you have any questions regarding this matter, please telephone (850) 487-6050, the Amendment Filing Section.

Annette Ramsey
Corporate Specialist
Division of Corporations

Letter Number: 998A00059234

Account number: 072100000032

Account charged: 43.75

State of Florida



Department of State

I certify from the records of this office that INCOMNET COMMUNICATIONS CORPORATION, is a corporation organized under the laws of the State of Florida, filed on March 31, 1997.

The document number of this corporation is F97000001628.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1998, that its most recent annual report was filed on April 16, 1998, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-eighth day of December, 1998



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

12/03/98

CORPORATE DETAIL RECORD SCREEN

9:58 AM

NUM: F97000001628 ST:DE ACTIVE/FOREIGN PROF FLD: 03/31/1997

LAST: NAME CHANGE AMENDMENT FLD: 12/15/1998

FEI#: 88-0241740

NAME : INCOMNET COMMUNICATIONS CORPORATION

RR: 1

PRINCIPAL: 2801 MAIN ST.

ADDRESS IRVINE, CA 92614

RA NAME : CORPORATION SERVICE COMPANY

RA ADDR : 1201 HAYS STREET

TALLAHASSEE, FL 32301-2525 US

ANN.REP :

(1998) B 04/16/98

1. MENU, 3. OFFICERS, 4. EVENTS, 6. NAMES, 7. LIST, 8. NEXT, 9. PREV

ENTER SELECTION AND CR:

12/03/98

OFFICER/DIRECTOR DETAIL SCREEN

9:58 AM

CORP NUMBER: F97000001628 CORP NAME: INCOMNET COMMUNICATIONS CORPORATION

TITLE: PSD NAME: QUANT, JAMES R

2801 MAIN ST.
IRVINE, CA 92614

TITLE: VT NAME: STREUFERT, VICTOR G

2801 MAIN ST.
IRVINE, CA 92614

TITLE: OO NAME: JACOBS, EDWARD R

2801 MAIN ST.
IRVINE, CA 92614

TITLE: O NAME: REZNICK, MELVYN
21031 VENTURA BLVD.
WOODLAND HILLS, CA 91364

TITLE: O NAME: JAGER, FRED G
5 PARK PLAZA
IRVINE, CA 92614

TITLE: O NAME: CARTER, PAMELA FANNING
500 JACKSON STREET, MC 60701
COLUMBUS, IN 47202

+ NEXT, - PREV, 1. MENU, 2. FILING, 3. TOP, 4. EVENTS, 5. NAMES
7. LIST, 8. NEXT BY LIST, 9. PREV BY LIST

ENTER SELECTION AND CR:

State of Delaware

Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NATIONAL TELEPHONE & COMMUNICATIONS, INC.", CHANGING ITS NAME FROM "NATIONAL TELEPHONE & COMMUNICATIONS, INC." TO "INCOMNET COMMUNICATIONS CORPORATION", FILED IN THIS OFFICE ON THE NINETEENTH DAY OF NOVEMBER, A.D. 1998, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Edward J. Freel

Edward J. Freel, Secretary of State

2727472 8100

981445710

AUTHENTICATION: 9425768

DATE: 11-25-98

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
NATIONAL TELEPHONE & COMMUNICATIONS, INC.

National Telephone & Communications, Inc., a corporation organized and existing under and by virtue of the general corporation law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST. That the Board of Directors of said corporation, by written consent, adopted the following resolution:

RESOLVED, that the Board of Directors hereby declares it advisable and in the best interest of the Company that Article FIRST of the Certificate of Incorporation be amended to read as follows:

FIRST: The name of the corporation shall be: Incomnet Communications Corporation

SECOND. That the said amendment has been consented to and authorized by the holders of the majority of the issued and outstanding stock entitled to vote by written consent given in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD. That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the general Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this Certificate to be signed by Dale R. DeForge, this 18 day of November A.D. 1998.


Dale R. DeForge, Secretary

TITLE PAGE
FLORIDA TELECOMMUNICATIONS TARIFF
OF
INCOMNET COMMUNICATIONS CORPORATION (T)

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by Incomnet Communications Corporation with (T) principal offices located at 2801 Main Street, Irvine, California, 92614. 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 21, 1999

Effective:

Issued By: Dale DeForge, Regulatory/Legal Affairs Coordinator
Incomnet Communications Corporation
2801 Main Street
Irvine, California 92614

fi9901

CHECK SHEET

The Sheets of this tariff are effective as of the date shown at the bottom of the respective pages(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Second *	19.7	First	19.35	First *
2	Eighth *	19.8	Original	20	Third *
3	Original	19.9	Original	21	Second *
4	Third *	19.10	Original	22	Second *
5	Original	19.11	Original	23	First
6	Original	19.12	Original	24	First
7	First *	19.13	First *	25	First
8	First *	19.14	Original	25.1	Original
9	First *	19.15	Original	26	Original
10	First *	19.16	Original	27	First
11	Original	19.17	Original	28	Original
12	Original	19.18	First	29	Original
13	First *	19.19	First	30	Original
14	First *	19.20	First *	31	Original
15	Original	19.21	First *	31.1	First
16	First *	19.22	Original	31.2	Original
17	First	19.23	First *	31.3	Original
18	Fourth *	19.24	First *	31.4	Second *
18.1	Original	19.25	Third *	31.5	Second *
18.2	Original	19.26	Second *	31.6	Original
19	Second	19.27	Second *	32	Third
19.1	Second	19.28	Original	33	Second
19.2	First *	19.29	Second		
19.3	First *	19.30	First		
19.4	Second *	19.31	First		
19.4.1	Original	19.32	First		
19.5	First *	19.33	First		
19.6	First *	19.34	Original		

*included in this filing

Issued: January 21, 1999

Effective:

Issued By: Dale DeForge, Regulatory/Legal Affairs Coordinator
 Incomnet Communications Corporation
 2801 Main Street
 Irvine, California 92614

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Issued: January 21, 1999

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 Incomnet Communications Corporation
 2801 Main Street
 Irvine, California 92614

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to an Incomnet switching(T) center.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate, utilizing the Carrier's service.

Commission - The Florida Public Service Commission.

Company or Carrier - Incomnet Communications Corporation, unless otherwise clearly indicated(T) by the context.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Day - Unless otherwise specified in this tariff, from 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Evening - Unless otherwise specified in this tariff, from 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

FPSC - Florida Public Service Commission.

Issued: January 21, 1999

Effective:

Issued By: Dale DeForge, Regulatory/Legal Affairs Coordinator
Incomnet Communications Corporation
2801 Main Street
Irvine, California 92614

ri9901

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd.)

Holidays	For the purposes of call rating, the Company observes the following holidays (as Federally observed):						
	<table border="0"> <tr> <td>New Year's Day</td> <td>Independence Day</td> <td>Labor Day</td> </tr> <tr> <td>Thanksgiving Day</td> <td>Christmas Day</td> <td></td> </tr> </table>	New Year's Day	Independence Day	Labor Day	Thanksgiving Day	Christmas Day	
New Year's Day	Independence Day	Labor Day					
Thanksgiving Day	Christmas Day						
Incomnet	Used throughout this tariff to mean Incomnet Communications(N) Corporation unless clearly indicated otherwise by the text. (N)						
LEC	Local Exchange Company						
	(D) (D)						
Night/Weekend	Unless otherwise specified in this tariff, 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.						
V & H Coordinates	Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.						

Issued: January 21, 1999

Effective:

Issued By: Dale DeForge, Regulatory/Legal Affairs Coordinator
 Incomnet Communications Corporation
 2801 Main Street
 Irvine, California 92614

SECTION 1 -RULES AND REGULATIONS

- 2.1 Undertaking of Incomnet** (T)
- 2.1.1 Incomnet's services and facilities re furnished for communications originating at(T) specified points within the state of Florida under terms of this tariff. Service is provided twenty-four hours a day, seven days a week.
- 2.1.2 Incomnet installs, operates, and maintains the communications services provided(T) hereinunder in accordance with the terms and conditions set forth under this tariff. Incomnet may act as the Customer's agent for ordering access connection facilities(T) provided by other carriers or entities (such as the local exchange carrier), when authorized by the Customer, to allow connection of a Customer's location to the Incomnet network. The Customer shall be responsible for all charges due for such(T) service arrangement. The Carrier agrees to dutifully abide by all Rules and Regulations as set forth by the FPSC.
- 2.2 Limitations**
- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 Incomnet reserves the right to discontinue or limit service when necessitated by(T) conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 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.

Issued: January 21, 1999

Effective:

Issued By: Dale DeForge, Regulatory/Legal Affairs Coordinator
Incomnet Communications Corporation
2801 Main Street
Irvine, California 92614

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SECTION 1 -RULES AND REGULATIONS (Cont'd.)

2.2 Limitations (Cont'd.)

2.2.4 All facilities and services provided under this tariff are directly or indirectly controlled by Incomnet and the Customer may not transfer or assign the use of (T) service or facilities without 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.

2.2.5 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.

2.3 Use

2.3.1 Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liability of the Carrier

2.4.1 Liability of the Carrier for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in the transmission occurring in the course of furnishing service, channels or other facilities and not caused by the negligence of the Customers, 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 or errors or defects in the transmission occur, or as otherwise determined in a court of law. For the purposes of computing such amount a month is considered to have thirty (30) days.

Issued: January 21, 1999

Effective:

Issued By:

Dale DeForge, Regulatory/Legal Affairs Coordinator
Incomnet Communications Corporation
2801 Main Street
Irvine, California 92614

ni9901

SECTION 1 -RULES AND REGULATIONS (Cont'd.)

2.7 Refusal or Discontinuance by Company

2.7.1 Incomnet may refuse or discontinue service to Customer with a fifteen day written(T) notice. Incomnet may discontinue service under the following conditions: (T)

2.7.1.A For nonpayment of bills, provided that suspension or termination of service shall not be made without ten days written notice to the Customer.

2.7.1.B For use of telephone service for any other property or purpose than that described in the contract.

2.7.1.C For failure or refusal to provide Incomnet with an adequate advance(T) payment to insure payment of bills in accordance with Incomnet's(T) regulations as set forth by contract.

2.7.1.D For periods of account inactivity in excess of sixty days.

2.7.1.E For failure of the Customer to make proper application prior to contracting for service.

2.8 Termination by Customer

2.8.1 Customer may cancel service by providing thirty days written notice to Incomnet. (T)

Issued: January 21, 1999

Effective:

Issued By: Dale DeForge, Regulatory/Legal Affairs Coordinator
Incomnet Communications Corporation
2801 Main Street
Irvine, California 92614

n:9901

SECTION 1 - RULES AND REGULATIONS (Cont'd.)

2.9 Deposit

2.9.1 The company does not require a deposit for the customer.

2.10 Advance Payments

2.10.1 Incomnet reserves the right to collect an amount not to exceed one month's estimated(T) charges as an advance payment for service. This amount will consistently be applied against the next month's charges.

2.11 Taxes

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

2.12 Right to Backbill for Improper Use of Carrier's Services

2.12.1 Any person or entity which uses, appropriates or secures the use of services from Carrier, whether directly or indirectly, in any unlawful manner or through the providing or any misleading or false information to Carrier and which use, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of Carrier's services actually made by Customer. In addition, Carrier shall be entitled to recover an amount equal to a late payment fee of 1.5 percent per month for the period(s) for which such charges would have been payable.

Issued: January 21, 1999

Effective:

Issued By:

Dale DeForge, Regulatory/Legal Affairs Coordinator
Incomnet Communications Corporation
2801 Main Street
Irvine, California 92614

fi9901

SECTION 1 -RULES AND REGULATIONS (Cont'd.)**2.16 Returned Checks (Cont'd.)**

- 2.16.2 The charge shall be applied to Customer's monthly billing, in addition to any other charges which may apply under this tariff.
- 2.16.3 Payment rendered by check, which is subsequently dishonored shall not constitute payment until such time as repayment is made by valid means.
- 2.16.4 The requirements of this paragraph shall be applicable only to new Customers who apply for service after the effective date of this tariff.

2.17 Timing of Calls

- 2.17.1 Incomnet bills calls in six-second increments. Long distance usage charges are based(T) on the actual usage of Incomnet's network. Usage begins when the called party picks(T) up the receiver. Chargeable time ends when either party "hangs up" thereby releasing the network connection. Incomnet does not bill for uncompleted calls. (T)

2.18 Calculation of Distance

- 2.18.1 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.
- 2.18.2 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. Incomnet uses vertical and horizontal coordinates produced by Bell(T) Communications Research in their NPA-NXX V & H coordinates tape and Bell's NECA tariff No. 4.

FORMULA:
$$\frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

Issued: January 21, 1999

Effective:

Issued By: Dale DeForge, Regulatory/Legal Affairs Coordinator
Incomnet Communications Corporation
2801 Main Street
Irvine, California 92614

n19901

SECTION 3 - DESCRIPTION OF SERVICES

3.1 General Description of Service

- 3.1.1 For purposes of this tariff, the service provided by Incomnet is the resale of long distance telecommunications service within the State of Florida. (T)
- 3.1.2 Incomnet's services are offered to subscribers on a monthly basis. (T)
- 3.1.3 Incomnet's services are offered to subscribers twenty-four hours a day. (T)
- 3.1.4 All service shall remain in effect for a minimum of thirty days.

Issued: January 21, 1999

Effective:

Issued By:

Dale DeForge, Regulatory/Legal Affairs Coordinator
Incomnet Communications Corporation
2801 Main Street
Irvine, California 92614

ni9901

SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Service Options, (Cont'd.)

3.2.7 SureSaver Gold Service - SureSaver Gold is a prepaid debit card service. There is an activation fee of \$15 for the initial purchase of the card. Customers are allowed to increase the preauthorized limit at the point of sale by calling Customer Service and providing a credit card number that will be used to auto-refill the card whenever the balance falls to \$15.00. The card will be refurbished with a minimum of \$50.00. The customer can also refill the card by completing and mailing a cash-customer refill form directly to Incomnet. (T)

Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of thirty (30) seconds. The minimum initial activation amount for all cards is \$25, not including the initiation fee.

SureSaver Gold service requires an initial set-up fee, which covers the initial establishment of service, the creation of the Customer Record and the validation of any credit card, if applicable.

SureSaver Gold service will expire after any six (6) month period of no activity. "No Activity" is defined as no calls made or no funds added to your account in any six month period. If service expires, any remaining funds will be forfeited and the SureSaver account will be closed.

Issued: January 21, 1999

Effective:

Issued By: Dale DeForge, Regulatory/Legal Affairs Coordinator
Incomnet Communications Corporation
2801 Main Street
Irvine, California 92614

SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Service Options, (Cont'd.)

3.2.8 Half Price Club** - The Half Price Club is an Optional Calling Plan through which a Customer can receive a discount of 60% on all intrastate and interstate Dial-1 calls. Calls originated from the Customers presubscribed access line to other presubscribed Incomnet Dial-1 Customers will receive the 60% discount after the total monthly(T) usage exceeds \$10.00.

Loyal Incomnet Customers will receive a 65% Discount for applicable calls(T) during the second year and a 70% discount each year thereafter.

Half Price Club calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

Calls made by Half Price Club Members to non-Incomnet customers will be(T) billed at the rates provided in Section 4.20. The non-Incomnet customer calls(T) are eligible for the Prompt Pay Discount as described in Sections 3.2.5 and 4.10. Dial-1 "Flag" Travel Card Services as well as any "10xxx" calling service is not applicable for the Half Price Club Discount.

** - Grandfathered, valid for existing customers only

Issued: January 21, 1999

Effective:

Issued By: Dale DeForge, Regulatory/Legal Affairs Coordinator
Incomnet Communications Corporation
2801 Main Street
Irvine, California 92614

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.2 Service Options, (Cont'd.)****3.2.9 EasyOne**

- A. EasyOne Dial-1 Service** - EasyOne service provides the Customer with the option of having all Incomnet Dial-1 service billed on the(T) Customers normal Local Exchange Company monthly bill. Customers who choose this option receive a 30% discount off of the Dial-1 rates provided in Section 4.6.1 of this tariff. Calls will be billed in six (6) second increments with a minimum call duration, for billing purposes, of eighteen (18) seconds.

- B. EasyOne Flag Card** - EasyOne Flag Card Service allows Customers to place calls while away from home or office. Calls are originated by dialing a 1-800 access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of thirty (30) seconds.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Service Options, (Cont'd.)

3.2.10 Save Our Schools (SOS) - Save Our Schools service is an affinity service that provides the Customer with discounted Dial-1, Toll Free and Travel Card service. Incomnet will donate a percentage of the Customers monthly billing to the(T) organization that enrolls the Customer to Incomnet's SOS service. This donation will(T) be distributed by the enrolling organization to the schools they so designate.

- A. **SOS Dial-1 Rates** - Save Our Schools service is billed at rates provided in Section 4.21 of this tariff. Calls will be billed in one (1) minute increments with a minimum call duration, for billing purposes, of one (1) minute.

- B. **SOS 800 Call Me Service** - SOS 800 Call Me Service allows Customers to receive incoming calls from anywhere within the State of Florida. Calls are billed in one (1) minute increments with a minimum call duration, for billing purposes, of one (1) minute. Per minute rates as well as a monthly recurring fee is associated with this service.

- C. **SOS Travel Card Service** - SOS Customers receive Travel Calling card service. The SOS Travel Calling card service will be billed in one (1) minute increments with a minimum call duration, for billing purposes, of one (1) minute.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Service Options, (Cont'd.)

3.2.11 No Surprises - Business - No Surprises - Business is a flat rate outbound product that permits business Customers to receive discounts on their intrastate service based upon the amount of their monthly bill and the promptness of their payment. Payments are considered to be prompt if paid within 21 days of invoicing.

No Surprises calls are billed in six (6) second increments after an initial period, for billing purposes of eighteen (18) seconds. No Surprises is offered only in conjunction with interstate service. A Monthly Recurring charge also applies for this service.

Customers of this service are required to sign a one year contract for this service. If within the first ninety (90) days of the service, the Customer wishes to leave the plan, and return to their original carrier, Incomnet will(T) reimburse the Customer for the cost incurred to switch back to the original carrier.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.2 Service Options, (Cont'd.)****3.2.14 Executive No Surprises, (cont'd.)**

- (D) **Term Commitment** - For each month during the term of this Executive No Surprises agreement, the Customer agrees to a minimum monthly billing level of \$50, exclusive of monthly recurring fees and/or taxes. In the event that the monthly usage is lower than \$50.00, the Customer shall pay the Company for actual usage and in addition to the actual usage, the customer shall pay the difference between the actual usage amount and the \$50.00 minimum amount.

Customers of this service are required to sign a one year contract for this service. If within the first ninety (90) days of the service, the Customer wishes to leave the plan, and return to their original carrier, Incomnet will reimburse the Customer for the cost incurred to switch(T) back to the original carrier.

In the event the Customer chooses to cancel service, and therefore its term commitment, after the initial ninety days, the Customer shall be responsible for paying an amount equal to fifty percent (50%) of the Customers average monthly usage excluding taxes, monthly recurring fees or discounts as calculated from the preceding month(s) usage prior to the Customer cancellation of service, or the \$50.00 minimum monthly usage fee, whichever is greater multiplied by the number of months remaining in the term of this agreement. The early termination fee will have a maximum per month fee of \$250 multiplied by the number of months remaining in the term of the agreement.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Service Options, (Cont'd.)

3.2.16 Simply Makes Sense, Cont'd.

(A) Simply Makes Sense Outbound Service, Cont'd.

1. Standard Credit

Customers who meet the above criteria will receive a 15% discount on one month's interstate billing.

2. Expanded Credit

Any Customers who select Simply Makes Sense, meet the above criteria and also utilize Incomnet pager service are(T) eligible for an additional one time 5% discount.

3. Service Representative Credit

Customers who select Simply Makes Sense as their long distance service will receive an additional 5% discount for becoming a registered service representative with Incomnet.(T)

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Service Options, (Cont'd.)

3.2.16 Simply Makes Sense, Cont'd.

(A) Simply Makes Sense Outbound Service, Cont'd.

4. Customer Referral Credit - "TFN"

Customers who select Simply Makes Sense and who are also registered service representatives will receive an additional discount equal to 5% of the monthly long distance usage generated by qualified referrals to Incomnet. Directory(T) assistance, non-recurring or recurring fees and taxes are not eligible for the monthly discount.

The TFN product base amount is the total usage of the Incomnet's registered representatives referral Customers(T) enrolled on the Simply Makes Sense Program. For a representative to qualify, the TFN base amount must be equal to or greater than \$50 per month. The TFN discount is limited to and will not exceed the total amount of the registered service representatives' monthly billing excluding taxes and MRCs.

(B) Simply Makes Sense Travel Card Service

Simply Makes Sense Travel Card Service allows Customers to place calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any intrastate or interstate location. Calls are billed in one (1) minute increments with a minimum call duration, for billing purposes, of one (1) minute. There is no per call surcharge.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Service Options, (Cont'd.)

3.2.17 Simply The World, Cont'd.

(A) Simply The World Outbound Service, Cont'd.

1. Standard Credit

Customers who meet the above criteria will receive a 15% discount on one month's of international non-peak billing.

2. Expanded Credit

Any Customers who select Simply The World, meet the above criteria and also utilize Incomnet pager service are(T) eligible for an additional one time 5% discount.

3. Service Representative Credit

Customers who select Simply The World as their long distance service will receive an additional 5% discount for becoming a registered service representative with Incomnet.(T)

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.2 Service Options, (Cont'd.)****3.2.17 Simply The World, Cont'd.****(A) Simply The World Outbound Service, Cont'd.****4. Customer Referral Credit - "TFN"**

Customers who select Simply The World and who are also registered service representatives will receive an additional discount equal to 5% of the monthly long distance usage generated by qualified referrals to Incomnet. Directory(T) assistance, non-recurring or recurring fees and taxes are not eligible for the monthly discount.

The TFN product base amount is the total usage of the Incomnet's registered representatives referral Customers(T) enrolled on the Simply The World Program. For a representative to qualify, the TFN base amount must be equal to or greater than \$50 per month. The TFN discount is limited to and will not exceed the total amount of the registered service representatives' monthly billing excluding taxes and MRCs.

(B) Simply The World Travel Card Service

Simply The World Travel Card Service allows Customers to place calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any intrastate or interstate location. Calls are billed in one (1) minute increments with a minimum call duration, for billing purposes, of one (1) minute. There is no per call surcharge.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.2 Service Options, (Cont'd.)****3.2.18 Incomnet Choice USA Family of Services (T)**

Incomnet Choice USA Family of Services is an intrastate add-on to an interstate and (T) international switched service targeted toward Customers with higher interstate usage than international usage.

All Customers will receive a one-time certificate for a rebate at the time Incomnet (T) Choice USA service is selected. Customers who redeem the certificate will have their accrued credits applied to the fourth month's usage billing. Each Customer who remains on the Incomnet Choice USA service for three (3) consecutive months will (T) receive a credit equal to the number of interstate minutes billed in the fourth month, up to a maximum credit of 100 interstate minutes. The credit can be applied to the fourth month's usage only.

The credit amount is a one time enrollment bonus which will show as a lump sum line item discount amount on the Customer's bill.

.1 Incomnet Choice USA Basic Service (T)

Incomnet Choice USA Basic Service allows Customers to place direct dialed (T) calls billed in one (1) minute increments with an initial period for billing purposes of one (1) minute.

.2 Incomnet Choice USA Travel Card Service (T)

Incomnet Choice USA Travel Card Service allows Customers to place calls (T) while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any intrastate or interstate location. Calls are billed in one (1) minute increments with a minimum call duration, for billing purposes, of one (1) minute. There is no per call surcharge.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.2 Service Options, (Cont'd.)****3.2.19 Incomnet Choice World Family of Services (T)**

Incomnet Choice World Family of Services is an intrastate add-on to an interstate(T) and international switched service targeted toward Customers with higher international usage than interstate usage. Billing is in one (1) minute increments with an initial period for billing purposes of one (1) minute.

All Customers will receive a certificate for a rebate at the time Incomnet Choice(T) World service is selected. Customers who redeem the certificate will have their accrued credits applied to the fourth month's usage billing. Each Customer who remains on the Incomnet Choice World service for three (3) consecutive months will(T) receive a credit equal to the number of interstate minutes billed in the fourth month, up to a maximum credit of 100 interstate minutes. The credit can be applied to the fourth month's usage only.

The credit amount is a one time enrollment bonus which will show as a lump sum line item discount amount on the Customer's bill.

.1 Incomnet Choice World Basic Service (T)

Incomnet Choice World Service allows customers to place direct dialed calls(T) billed in one (1) minute increments with an initial period for billing purposes of one (1) minute.

.2 Incomnet Choice World Travel Card (T)

Incomnet Choice World Travel Card Service allows Incomnet Choice World(T) Customers to place calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any intrastate or interstate location. Calls are billed in one (1) minute increments with a minimum call duration, for billing purposes, of one (1) minute. There is no per call surcharge.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.2 Service Options, (Cont'd.)****3.2.20 Incomnet Choice International Select (T)**

Incomnet Choice International Select is a switched service billing in one (1) minute (T) increments with an initial period for billing purposes of one (1) minute. This service is targeted toward Customers with higher international usage than interstate usage to those select countries as indicated in FCC Tariff No. 4.

.1 Incomnet Choice International Select Basic Service (T)

Incomnet Choice International Select Basic Service allows Customers to (T) place direct dialed calls billed in one (1) minute increments with an initial period for billing purposes of one (1) minute.

.2 Incomnet Choice International Select Travel Card (T)

Incomnet Choice International Select Travel Card Service allows Incomnet (T) Choice International Select Customers to place calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any intrastate or interstate location. Calls are billed in one (1) minute increments with a minimum call duration, for billing purposes, of one (1) minute. There is no per call surcharge.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Service Options, (Cont'd.)

3.2.26 Directory Assistance - Directory Assistance is available to Customers of Incomnet.(T)
A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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SECTION 4.0 - RATES

4.1 General

Each Customer is charged individually for each call placed through the Company. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration.

Customers are billed based on their use of Incomnet's Message Toll Service. No installation(T) charges or fixed monthly recurring charges apply.

4.1.1 Public Telephone Surcharge

Charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call	\$0.30
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SECTION 4.0 - RATES, (CONT'D.)**4.2 Exemptions and Special Rates**

- 4.2.1 Discounts for Hearing Impaired Customers** - A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges when the call is placed by a method that would normally incur the surcharge.
- (A) The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours, the night/weekend rate during the evening rate period or the off-peak rate during the peak rate period.
- (B) The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted at 60% of the applicable rate.
- 4.2.2 Emergency Call Exemptions** - The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. Incomnet Communications Corporation(T) will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

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SECTION 4.0 - RATES, (CONT'D.)

4.3 Late Payment Charge

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

4.4 Return Check Charge

A return check charge of \$15.00 or 5% of the balance due (whichever is greater) will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Florida law and FPSC regulations.

4.5 Directory Assistance

Directory Assistance is available to Customers of Incomnet Service. A Directory Assistance(T) charge applies to each call to the Directory Assistance Bureau. Up to two request may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number. Customers certified as Handicapped will receive 50 free directory assistance calls per billing cycle.

Directory Assistance, Per Call \$0.60

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SECTION 4.0 - RATES, (CONT'D.)**4.24 Incomnet Choice USA Family of Services (T)****4.24.1 Incomnet Choice USA Basic Service (T)**

Calls are billed in one (1) minute increments with an initial period for billing purposes of one (1) minute.

Per Minute Rate: \$ 0.12

4.24.2 Incomnet Choice USA Travel Card Service (T)

Calls are billed in one (1) minute increments with a minimum call duration, for billing purposes, of one (1) minute.

Per Minute Rate: \$ 0.25

4.25 Incomnet Choice World Family of Services (T)**4.25.1 Incomnet Choice World Basic Service (T)**

Calls are billed in one (1) minute increments with an initial period for billing purposes of one (1) minute.

Per Minute Rate: \$ 0.15

4.25.2 Incomnet Choice World Travel Card (T)

Calls are billed in one (1) minute increments with a minimum call duration, for billing purposes, of one (1) minute.

Per Minute Rate: \$ 0.25

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SECTION 4.0 - RATES, (CONT'D.)**4.26 Incomnet Choice International Select (T)****4.26.1 Incomnet Choice International Select Basic Service (T)**

Calls are billed in one (1) minute increments with an initial period for billing purposes of one (1) minute.

Per Minute Rate: \$ 0.17

4.26.2 Incomnet Choice International Select Travel Card (T)

Calls are billed in one (1) minute increments with a minimum call duration, for billing purposes, of one (1) minute.

Per Minute Rate: \$ 0.25

4.27 Affinity Plan Number 1

Calls are billed in sixty (60) second increments with an initial period for billing purposes of sixty (60) seconds. Each Subscriber is billed separately. A monthly recurring charge is assessed in addition to the per minute usage rate.

Per minute rate: \$ 0.125

Monthly Recurring Charge: \$ 4.95

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