

001220-LL

S.F.M.&T., INC.

FL P.S.C. PRICE LIST NO.1
ORIGINAL SHEET NO.1

INTER EXCHANGE SERVICES TARIFF

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for alternative local exchange telecommunications services provided by S.F.M.&T., INC. with principal offices at 15398 S.W. 153RD Street, Miami, FL 33187. This price list applies for services furnished within the state of Florida. This price list 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: August 22, 2000

EFFECTIVE: _____

By:

Thomas Terwilliger, president
15398 S.W. 153rd Street
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DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

INTER EXCHANGE SERVICES TARIFF

CHECK SHEET

The sheets listed below, which are inclusive on this list, 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 price list and are currently in effect as of the date at the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
1	Original
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INTER EXCHANGE SERVICES TARIFF

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SYMBOLS SHEET

The following are the symbols used for the purposes indicated below:

D – Delete or Discontinue

I – Change Resulting In An Increase to A Customer's Bill

M – Moved From Another Price List Location

N – New

R – Change Resulting In A Reduction To A Customer's Bill

T – Change in Text Or Regulation But No Change In A 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

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TARIFF FORMAT SHEETS

- 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 sheet contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheets are 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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INTER EXCHANGE SERVICES TARIFF

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Access Line: An arrangement which connects the customer's location to a S.F.M.&T. Inc. network switching center.

Authorization Code: A numerical code, one or more of which may be assigned to a customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic Number Identification is used as the Authorization Code when possible.

Automatic Number Identification: A method of identifying the telephone number of the calling party also known as ANI.

Company or Carrier: S.F.M.&T. 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 price list regulations.

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

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

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INTER EXCHANGE SERVICES TARIFF

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (Continued)

- Holidays:** S.F.M.&T. Inc. recognized holidays are: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas Day.
- Nights/Weekends:** From 11:00 P.M. up to, but not including 8:00 A.M. Saturday through Friday, and 8:00 A.M. Saturday up to, but not including 5:00 P.M. Saturday
- Prepaid Account:** An inventory of telecom units purchased in advance by the Customer, and associated with one and only one Authorization Code.
- Prepaid Calling Card:** A card issued by the Company containing an Authorization Code, which enables calls to be processed providing the Customer has paid for such service in advance, logs activity and maintains Customer's balance for the associated Authorization Code.
- Resp. Org.:** Responsible Organization or entity identified by an 800 or 800 type service provider that manages and administers records in the 800 or 800 type database and management system.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (Continued)

Underlying Carrier: The telecommunications carrier whose network facilities provide the technical capacity and capability necessary for the transmission and reception of Customer's telecommunication traffic.

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INTER EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS

2.1 GENERAL RULES AND REGULATIONS

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

The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.

2.2 TERM

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

2.3 LIMITATIONS

2.3.1. Service is offered subject to the availability of facilities and provisions of this tariff.

2.3.2. The Company 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 the service in violation of the law or provisions of this tariff.

2.3.3. All facilities provided under this tariff are directly controlled by the Company and the customer may not transfer or assign the use of service or facilities, except with the expressed 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.

2.3.4 Prior Written permission from the Company is required before any assignment or transfer is allowed. All regulations and conditions contained in this

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INTER EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (Continued)

tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.3.5 Customers reselling or rebilling services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

2.4 LIABILITIES OF THE COMPANY

2.4.1 The Company's entire liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing services 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 occurred, and no action or proceeding against the Company shall be commenced more than one year after the service was rendered, unless ordered by the Commission.

2.4.2. 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.

2.5. INTERRUPTION OF SERVICE

2.5.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence or the customer, or to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in this Section. It shall be the customer's obligation to notify the Company immediately of any service interruption for which a credit

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SECTION 2 – RULES AND REGULATIONS (Continued)

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, 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/customer does not provide access to the Company for such repair or restoration work.

2.5.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber/customer notifies the company.

2.5.3. The customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

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

"A" = outage time in hours

"B" = total days in month

"C" = total monthly charge for affected facility

2.6. DISCONNECTION OF SERVICE BY CARRIER

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

2.6.1 Non-payment of any sum due to carrier for regulated services and for more than ten days beyond the date of rendition of the bill for such services.

2.6.2 Violation of any regulation governing the service under this tariff.

2.6.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.

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SECTION 2 – RULES AND REGULATIONS (Continued)

2.6.4 The company has given the customer notice and has allowed a reasonable time to comply with any rule, or remedy, and deficiency as stated in Rule 25-4.113, F.A.C., Refusal or Discontinuance of Service by Company.

2.5.6 After a Customer has been disconnected for any of the above, the company may, in its sole judgment, reinstate service provided that the Customer agrees to a) remedy the reason service was originally disconnected, b) agree to pay for all contracted services from the date of disconnection to the date of reinstatement, and pay a Reconnection Fee, the amount of such fee being stated in Section 4 of this tariff.

2.6.5 Without incurring liability, the Company may interrupt service at any time in order to perform tests and inspections to assure compliance with tariff regulation(s) and the proper installation and operation of Customer's equipment and facilities until any items of non-compliance or improper equipment or equipment operation so identified are rectified.

2.6.6 Service may be discontinued by the Company without notice to the Customer by blocking traffic to certain counties, cities, exchanges or called party numbers or by blocking certain Authorization Codes, when the company deems it necessary to take such action to prevent the unlawful use of its service(s). The company will restore service as soon as it can be provided without undue risk, and will, upon request by the affected Customer(s) assign a new Authorization Code to replace the one that has been deactivated.

2.6.7 Service may be disconnected by the Company for non-use. Should an Authorization Code remain used for 180 days the Company may disconnect and terminate the Authorization Code.

2.7 DEPOSITS

The Company does not require a deposit from the customer.

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SECTION 2 – RULES AND REGULATIONS (Continued)

2.8 ADVANCE PAYMENTS

2.8.1 For Non-PrePaid 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.

2.9 TAXES

All Federal, 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, except for prepaid calling cards.

2.10 BILLING OF CALLS

2.10.1 All Charges due from the subscriber / customer are payable at any agency duly authorized to receive such or at the address stated on the customer's bill from the Company. Any objection(s) to billed charges should be reported to the company within 20 days of bill rendering. Adjustments to customer's bills shall be made when such claim reasonably indicates such charges are not in accordance with the approved rates or that an adjustment may, in the sole determination of the Company, be otherwise appropriate.

2.10.2 Bills are to be prepaid each month. The first payment is due in advance when the customer signs up for service – the activation date. All other payments are due monthly on the anniversary of the Customer's activation date for the ensuing month's service.

2.10.3 Payments shall be considered delinquent if payment has not been received at the offices of the Company within 10 days after the bill is sent or rendered to the customer. Additionally, a non-recurring 1.5% percent per month penalty fee will accrue upon any unpaid amount after the customer's account becomes delinquent.

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SECTION 2 – RULES AND REGULATIONS (Continued)

2.10.4 The customer is responsible for payment of all charges for service furnished to the customer, including, but not limited to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without consent of Customer. The security of Customer's Authorization Code(s), subscribed line(s), and direct connect facilities, subscribed exchange line(s), or Authorization Code(s) will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears to Non-Prepaid customers.

2.10.5 Customers may pay by credit card, an authorized agent or check.

2.10.6 Company will bill customer a one-time charge of \$25.00 or 5% of the amount of the check, whichever is greater, if Customer's check for payment of service is returned for insufficient or uncollected funds, closed account, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

2.10.7 Prepaid calling card Customers do not receive a monthly bill or any listing of usage.

2.11 PROMOTIONAL OFFERINGS

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charge for the promoted service. The promotional offerings may be limited as to duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings are subject to regulation of the Commission.

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INTER EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (Continued)

2.12 CANCELLATION OF SERVICE

2.12.1 CANCELLATION OF APPLICATION FOR SERVICE

2.12.1.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.12.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the cost the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.12.1.3 The special charges described above will be calculated and applied on a case-by-case basis.

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SECTION 2 – RULES AND REGULATIONS (Continued)

2.12.2 CANCELLATION OF SERVICE BY CUSTOMER

2.12.2.1 To cancel or terminate service, a Customer must provide the Company with (30) thirty days notice.

2.12.2.2 If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.5 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable immediately. Such sums and fees will include all costs, fees and expenses incurred in connection with:

- A. all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid or are owing to third parties on behalf of Customer, plus
- C. all Recurring Charges for the applicable notice period.

2.14 WARRENTIES

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.15 CUSTOMER PREMISES EQUIPMENT AND WIRING

The Company does not supply equipment of any kind to the Customer. The Company has no responsibility whatsoever for any Customer supplied Equipment or Customer's wiring inside his or her premises.

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INTER EXCHANGE SERVICES TARIFFSECTION 3 -SERVICE DESCRIPTION

3.1 COMPUTATION OF CHARGES

3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable minute which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. All calls are rounded up to the next whole increment.

3.1.2 Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4.

Formula:

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

3.1.3 Timing begins when the call party answers and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detention. Timing for each call ends when either party hangs up.

3.1.4 The Company will not bill for uncompleted calls.

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INTER EXCHANGE SERVICES TARIFF

SECTION 3 –SERVICE DESCRIPTION (Continued)

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

SFMT
15398 SW 153rd ST
Miami, Florida 33187
Tel: 305.375.0553

3.3 Level of Service

A customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free telephone number will appear on the Customer's bill.

3.5 Service Offerings

3.5.1 1+ Dialing

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

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INTER EXCHANGE SERVICES TARIFFSECTION 3 –SERVICE DESCRIPTION (Continued)

3.5.2 Travel Cards

The Customer utilizes an 11 digit "toll free" access number established by the Company access terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

3.5.3 800 Service (Toll Free)

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

3.5.4 Pre-paid Calling Cards

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase the Company's Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. The Company's Prepaid Calling Cards are available at a variety of face values. The Company's Prepaid Calling Card service is accessed using the Company's toll-free number printed on the card. The caller is prompted by an automated voice response system to enter hi/her Authorization Code, and then to enter the terminating telephone number. The Company's processor tracks the call duration on a real time basis to determine the number of Telecom Units for each call is deducted from the remaining Telecom Unit balance on the Customer's Company's Prepaid Calling Card.

All calls must be charges against Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted.

In order to continue the call, the Customer can either call the toll-free number on the back of the Company's Prepaid Calling Card and "recharge" the balance on the card using nationally recognized credit card, or Customer can throw the card away and purchase a new one. Calls in progress will be terminated by the Company if the balance on the Company's Prepaid Calling Card is insufficient to

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INTER EXCHANGE SERVICES TARIFF

SECTION 3 -SERVICE DESCRIPTION (Continued)

continue the call and the Customer fails to enter the number of another valid Company's Prepaid Calling Card prior to termination.

A card will expire on the date indicated on the card, or if no date is specified, 12 months from the date of first usage, or 180 days from last usage, whichever is earlier. The Company will not refund unused balances.

A credit allowance for the Company's Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Company's Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to the Company's Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one minute.

Credit allowances for calls pursuant to the Company's Prepaid Calling card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls cannot be completed

3.5.5 Directory Assistance

Access to long distance directory assistance is obtained by dialing 1 + (area code) + 555-1212. When more than one number is requested in a single call, a charge will be applicable for each number requested, whether or not the number is listed or published.

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SECTION 3 -SERVICE DESCRIPTION (Continued)

3.5.6 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

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INTER EXCHANGE SERVICES TARIFF

SECTION 4 – RATES

4.1 1+ & 101XXXX Dialing

\$ 0.15 per minute for Day, Evening, Holidays and Nights/Weekends

A \$4.95 per month per number service charge applies. Billed in one minute increments

4.2 Travel Cards

\$.199 per minute for Day, Evening, Holidays and Nights/Weekends

A \$0.25 per call service charge applies.
Billed in one-minute increments.

4.3 800 Service (Toll Free)

\$0.15 per minute for Day, Evening, Holidays and Nights/Weekends

A \$10.00 per month per number service charge applies.
Billed in one-minute increments.

4.4 Prepaid Calling Cards

\$0.499 Per Intra-State minute for Day, Evening, Holidays and Nights/Weekends

4.5 Directory Assistance

\$0.95 per number requested irrespective of time of day

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INTER EXCHANGE SERVICES TARIFF

SECTION 4 – RATES (Continued)

4.6 Payphone Dial Around Surcharge

A dial around surcharge of \$0.35 per call will be added to any completed Intra-State toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone.

4.8 Reconnection Fee

A Reconnection Fee of \$25.00 shall be charged for every time a Customer is disconnected as is permitted in this tariff and wishes his/her service to be reconnected or restored.

4.9 Discounts

The Company does not offer discounts other than those described in Section 2.11 *Promotional Offerings*.

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