MCWHIRTER REEVES

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PLEASE REPLY TO: **TALLAHASSEE**

TALLAHASSEE OFFICE: 117 SOUTH GADSDEN TALLAHASSEE, FLORIDA 32301 (850) 222-2525

December 6, 2000

VIA HAND DELIVERY

Blanca S. Bayo, Director Division of Records and Reporting Betty Easley Conference Center 4075 Esplanade Way Tallahassee, Florida 32399-0870

Re:

Docket No.: 001465-TI

Dear Ms. Bayo:

On behalf of Telapex Long Distance, Inc., enclosed for filing and distribution are the original and 6 copies of the following:

Florida Telecommunications Tariff.

Please acknowledge receipt of the above on the extra copy of each and return the stamped copies to me in the envelope provided. Thank you for your assistance.

Sincerely,

Vicki Gordon Kaufman

VGK/bae

Enclosure

CC:

Brooks Derryberry (w/out enclosures) Jim Halford (w/out enclosures)

Toni McCoy (w/enclosures

McWhirter, Reeves, McGlothlin, Davidson, Decker, Kaufman, Arnold & Steen, P.A.

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities provided by Telapex Long Distance, Inc. ("TLD"), with principal offices at 125 South Congress Street, 1100 Capital Towers Building, Jackson, Mississippi 39201-3304. 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: August 30, 2000	Effective:,	

CHECK SHEET

Sheets 1 through 30 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 on the bottom of this sheet.

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TELAPEX LONG DISTANCE, INC.

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TARIFF FORMAT

- A. Sheet Numbering: Sheet numbers appear in the upper right corner of the sheet. 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 11 and 12 would be sheet 11.1.
- B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current sheet version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff sheet in effect. Consult the Check Sheet for the sheets 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)

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by and asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

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SYMBOLS

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

- C to signify change in regulation
- 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

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

<u>Access Line</u> - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to TLD's location or switching center.

Commission - Used throughout this tariff to mean the Florida Public Service Commission.

<u>Common Carrier</u> - A company or entity providing telecommunications services to the public and subject to the jurisdiction of the Commission.

<u>Company</u> - Used throughout this tariff to mean Telapex Long Distance, Inc., a Mississippi corporation.

<u>Customer</u> - The person, firm, corporation or other legal entity which orders the services of TLD and is responsible for the payment of charges and is responsible for compliance with the Company's tariff regulations.

<u>Measured Charge</u> - A charge assessed on a per minute basis in calculating a portion of the long distance charges due for a completed call.

<u>Telecommunications</u> - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

<u>TLD</u> - Used throughout this tariff to mean Telapex Long Distance, Inc., a Mississippi corporation.

<u>Underlying Carrier</u> - The telecommunications carrier whose network facilities provides the technical capability and capacity necessary for the transmission and reception of customer telecommunications traffic.

		 	
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SECTION 2 - RULES AND REGULATIONS

2.1 <u>Undertaking of TLD</u>

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by TLD for telecommunications between points within the State of Florida. Communications may originate and terminate in any area within the State of Florida. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company 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 a service provided by the The Customer shall be responsible for all charges due for such service arrangement. The Company does not own any switching, transmission or other physical facilities in Florida.

- 2.1.1 TLD may, from time to time, offer various enhanced services and information services within the State of Florida. Such services will be provided pursuant to contract and will be governed by this tariff. TLD will file furnish the Commission with a copy of such offering at least thirty (30) days prior to such implementation, and made part of this tariff.
- 2.1.2 TLD may also, from time to time, offer switching and transmission services to other telecommunications providers for resale to such companies' Customers. The rates for any such services will be determined pursuant to contract, to the extent authorized by the Commission, and made part of this tariff.

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- 2.1.3 The resale services of TLD are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but do involve the resale of the Message Toll Services (MTS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.4 The rates and regulations contained in this tariff apply only to the resale services furnished by TLD and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of TLD.
- 2.1.5 Service furnished by the Company may be interconnected with services or facilities of other authorized carriers and with private systems, subject to the technical limitations established by the carrier. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and other carriers shall be provided at the Customer's expense.
- 2.1.6 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting customer-provided terminal equipment or communications systems with the Company's facilities. The Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.
- 2.1.7 The Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control, including, without limitation, the revision, alteration of repricing of the underlying carrier's tariffed offerings; or for Customer non-payment of charges; or when the Customer use of a service becomes or is in violation of the law or the provisions of this tariff.

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2.2 Application for Service

- 2.2.1 Any applicant for service may be required to sign an application form requesting the Company to furnish the service in accordance with rates, charges, rules and regulations from time to time in force and effect.
- 2.2.2 The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company or any other telephone company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. Regardless of the listing request for such service, the Company may also refuse to furnish service to any applicant desiring to establish service where a former subscriber who is indebted to the Company resides in the same household; where there is an indebtedness from a former occupant of the premises who was of the same household as the applicant when any part of the debt was incurred, or for a former subscriber of the Company or any other Telephone Company who is indebted for previous service, until satisfactory arrangements have been made for the payment of such indebtedness.
- 2.2.3 If telephone service is established and it is subsequently determined that either condition in "2.2.2" above exists, the Company may suspend or disconnect such service until satisfactory arrangements have been made for the prior indebtedness.
- 2.2.4 When an application for service and facilities or request for additions, rearrangements, relocations, or modification of service and equipment are cancelled in whole or in part prior to completion of the work involved, the applicant is required to reimburse the Company for all expenses incurred in handling the request before notice of cancellation is received. Such charge, however, is not to exceed all charges which would apply if the work involved in complying with the request had been completed.
- 2.2.5 When equipment has been ordered for the specific needs of a subscriber and the installation thereof is unduly delayed by or at the request of the subscriber, appropriate charges apply for such equipment for the period of the delay.

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- 2.2.6 When a subscriber requests a change in location of all or a part of the facilities covered by his application for service, or requests additions, rearrangements or modifications of his existing service and equipment prior to completion of the work involved, he is required to pay the difference between the total costs and expenses incurred by the Company in completing the work involved and that which would have been incurred had the final work locations of the facilities been specified initially.
- 2.2.7 Customers reselling or rebilling services must have a Certificate of Public Convenience and Necessity as an interexchange carrier for the Florida Public Service Commission.

2.3 Use of Services

- 2.3.1 TLD's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.3.2 The use of TLD's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.3.3 The use of TLD's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.3.4 TLD's services are available for use twenty-four hours a day, seven days per week.
- 2.3.5 TLD does not transmit messages, but the services may be used for that purpose.
- 2.3.6 TLD's services may be denied or discontinued for nonpayment of charges with notice pursuant to Commission rules or for other violations of this tariff. Service may be denied or discontinued without advance notice for fraudulent, careless, negligent or unlawful use of the services provided by TLD, or where a dangerous condition is found to exist on the Customer's premises.

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2.4 <u>Liability of TLD</u>

- 2.4.1 The Company shall not be liable for claim or loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, or act of government.
- 2.4.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim or loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.4.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.4.4 The Company's liability, due to any failure of transmission, shall not exceed an amount equal to the charges provided for under this tariff for the long distance call, including any applicable surcharges.
- 2.4.5 TLD shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the Customer, or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by TLD which is not the direct result of TLD's gross negligence.

2.5 Responsibilities of the Customer

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- 2.5.1 The Customer is responsible for payment of all of the charges and for compliance with the regulations set forth in this tariff.
- 2.5.2 The Customer is responsible for placing any necessary orders and complying with tariff regulations.
- 2.5.3 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by TLD on behalf of the Customer.
- 2.5.4 If required for the provision of TLD's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to TLD.
- 2.5.5 The Customer is responsible for arranging access to its premises at times mutually agreeable to TLD when required for TLD personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of TLD's services.
- 2.5.6 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of TLD's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 2.5.7 The Customer shall ensure that the equipment and/or system is properly interfaced with TLD's facilities or services, that the signals emitted into TLD's network are of the proper mode, bandwidth, power and signal level for the intended use of the Customer and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to TLD equipment, personnel or the quality of service to other Customers, TLD may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, TLD may, upon written notice, terminate the Customer's service.

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- 2.5.8 The Customer may pay TLD for replacement or repair of damage to the equipment or facilities of TLD caused by negligence or willful act of the Customers or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.5.9 The Customer may pay for the loss through theft of any TLD equipment installed at Customer's premises.
- 2.5.10 If TLD installs equipment at Customer's premises, the Customer shall be responsible for payment of an installation charge as stated in this tariff.

2.6 <u>Cancellation or Interruption of Services</u>

- 2.6.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer or such shorter time as may be authorized by the rules and regulations of the Commission when applicable, TLD may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
 - 2.6.1.A For nonpayment of any regulated sum due TLD for more than twenty-eight (28) days after rendering of the bill for the amount due,
 - 2.6.1.B For violation of any of the provisions of this tariff,
 - 2.6.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over TLD's services, or
 - 2.6.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting TLD from furnishing its services.
- 2.6.2 The Customer may terminate service upon notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will

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continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage. Cancellation notice requirements will be specified in written contract/service agreement.

- 2.6.3 Without incurring liability, TLD may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer's and TLD's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.6.4 Service may be discontinued by TLD with 24 hour notice to the Customer pursuant to Commission rules, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when TLD deems it necessary to take such action to prevent unlawful use of its service. TLD will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

2.7 Credit Allowances For Interruption of Service

2.7.1 Credit allowances for the interruption of service provided pursuant to fixed recurring charges, if any, where such interruption is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service 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 is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.

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- 2.7.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 2.7.3 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 or in the event that the Company is entitled to a credit for the failure of the facilities of the Company's Underlying Carrier used to furnish service.
- 2.7.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.7.5 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.7.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.7.7 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$Credit = \underline{A} \times B$$

"A" - outage time in hours

"B" - monthly charge for affected activity

2.8 Restoration of Service

The use and restoration of service shall be administered by the Underlying Carrier in accordance with the priority system specified in part 64, Subpart D of the FCC Rules and Regulations.

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2.9 Establishment of Credit

- 2.9.1 The Company is not obligated to establish, furnish or continue to furnish service to any individual or firm that owes for service previously rendered at the same or a different address, until arrangements have been made to liquidate such previous indebtedness to the Company. In order to insure the payment of all charges due for its service, the Company may require any subscriber to establish and maintain his credit in one of the following ways.
 - 2.9.1.A by furnishing acceptable credit references to the company;
 - 2.9.1.B by providing a suitable guarantee in writing, in a form prescribed by the Company; or
 - 2.9.1.C by means of an Advance Payment
- 2.9.2 The Company shall be the sole judge as to whether or not the references or guarantee in writing are acceptable.

2.10 Deposits

The Company does not require a deposit as a requirement to begin service, but reserves the right to require an advance payment not to exceed one (1) months's estimated, or if known, one (1) month's historical charges for service, whenever the financial circumstances of the Customer so warrant. The full amount of the deposit shall be applied to any charges unpaid after twenty-eight (28) days from the invoice date.

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2.11 Advance Payments

The Company does not require advance payments as a requirement to begin service, but reserves the right to require an advance payment not to exceed one (1) month's estimated charges, whenever the financial circumstances of the Customer so warrant. Any such required advance payment will be applied against the next month's charges, and if necessary in the sole discretion of the Company, a new advance payment will be collected for the following month.

2.12 Collection Costs

The Customer shall be liable to the Company for all costs of collection, including but not limited to reasonable attorneys' fees.

2.13 Taxes

All federal, state and local taxes (e.g., excise tax, gross receipts tax, sales tax, municipal utilities tax) are billed as separate line items and are not included in the quoted rates.

2.14 Payment and Billing

Service is provided and billed on a monthly (30 day) basis. Usage charges are billed in arrears, and recurring fixed charges, if any, are billed monthly in advance. Bills are payable and due upon receipt.

2.15 Late Charge

A late fee of 1.5% monthly will be charged on any balances due for more than twenty-eight (28) days.

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2.16 Returned Check Charge

A fee of twenty dollars (\$20.00) will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.17 Reconnection Charge

A reconnection fee of five dollars (\$5.00) per line per occurrence will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

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SECTION 3 - DESCRIPTION OF SERVICE

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 a variable measured charge dependent on the duration and time of day of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in one second increments, with a sixty second minimum per call. All partial increments are rounded up to the next whole increment.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be applied per industry standards.
- 3.1.3 Timing of each call begins as specified below in Section 3.1.4, and ends when the calling party hangs up, where answer supervision is available.
- 3.1.4 Timing begins when the called station is answered 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 detection. TLD will not bill for uncompleted calls.

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3.2 Minimum Call Completion Rate

A Customer can expect a call completion rate of not less than 90% during peak use periods for all FGD Services "1+" Dialing.

3.3 Customer Complaints and/or Billing Disputes

Customer inquires or complaints regarding service or billings may be made in writing or by phone to the Company at:

125 South Congress Street 1100 Capital Towers Building Jackson, Mississippi 39201-3304 888-835-2739

or to the business office listed on the Customer's bill.

Any objection to billed charges should be reported promptly to TLD. 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. Where overbilling occurs, due to either customer or Company error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

If notice of a dispute as to charges is not received in writing by the Company, within thirty (30) days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the customer. Accounts not paid within twenty-eight (28) days from the rendering of an invoice will be considered delinquent.

3.4 Billing Entity Conditions

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

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3.5 Service Offerings

3.5.1 Travel Cards.

The Customer utilizes an 11 digit "800" access number established by TLD to access a terminal. Upon receiving a second dialtone, the Customer uses push button dialing to enter the ten digit number of the called party, followed by an identification code assigned by the Company. All travel calls are subject to a surcharge per call in addition to the per minute usage charges below. Refer to the rates section for the current charges.

3.5.2 800 PIN Service

The customer will be assigned a shared "800" number, and be assigned a personal Identification Number (PIN). The customer will designate a single domestic terminating destination phone number per PIN. When the customer dials the "800" number an automatic Voice response unit will greet the caller and prompt them to "please enter your four digit PIN". The caller enters the 4-digit PIN and the call is terminated to designated destination.

3.5.3 Optional Long Distance Plan

The Company will charge per account a flat rate per minute with no time of day discounts and without regard to mileage for calls originating. This plan covers Florida and continental United States calls.

3.5.4 Dedicated 800 Service (Toll Free)

Dedicated 800 Service (Toll Free) is inbound only, where an 800, 888 or other toll-free prefix number rings into a customer's premises routed directly to TLD's network. To subscribe to the Dedicated 800 Services, the Customer is required to provide facilities to TLD's network.

3.5.5 Special Rates for the Handicapped

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The Company will provide special rates for directory assistance and for intrastate toll message calls for individuals with disabilities.

3.5.6 1+ Dialing

The customer utilizes "1+" dialing, or "10XXX" dialing followed by "1 + ten digits" for interLATA calls, or dials "10XXX" or "1 + 10 digits" for intraLATA calls. This includes furnishing of voice communications but may also include data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the service.

3.5.7 Other 800 Service (Toll Free) and Watts Service

Other than the Dedicated Services described above and the WATS offering described above as part of 800 PIN Service, TLD does not offer such services at this time.

3.6 <u>Local Calls and Operator Services</u>

Local calls will not be accepted or completed. Operator services, with the exception of such services provided for calling card customers under Section 4.1 *infra*, are not billed in the Company's name but are provided by and billed through the underlying carrier.

3.7 Specialized Pricing Arrangements

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids and shall not be included in this tariff. Service offered under this provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Specialized pricing arrangements are subject to Commission review, and will be part of this tariff.

3.8 <u>Emergency Call Handling Procedures</u>

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Emergency "911" calls are not routed to the Company, but are completed through the local network.

3.9 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 Commission with specific starting and ending dates, and be made part of this tariff.

3.10 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between the rate center or AT&T central office associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the rate centers or AT&T central office for switched access and special access, respectively, as defined by AT&T in its FCC Tariff No. 10 as filed with the FCC in the following manner:

- Step 1 Obtain the "V" and "H" coordinates for the originating and terminating points of the call.
- Step 2 Obtain the difference between the "V" coordinates. Obtain the difference between the "H" coordinates.
- Step 3 Square the differences obtained in Step 2.
- Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

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Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the V&H mileage between the originating and terminating points of the call.

Formula:

3.11 Rate Periods

3.11.1 The following rate periods are associated with the specific prices charged by TLD pursuant to Section 4.6.

Rate Periods	From	To, but not including	Days
Weekdays	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
	5:00 p.m.	11:00 p.m.	Sunday
Night/Weekends	11:00 p.m.	8:00 a.m.	Monday-Sunday
	8:00 a.m.	5:00 p.m.	Saturday-Sunday
	5:00 p.m.	11:00 p.m.	Saturday

3.11.2 Holiday Rate Period - For the following holidays the Evening Rate Period rates are used, unless a lower rate would normally apply:

New Year's Day** Martin Luther King Day* Labor Day Columbus Day*

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Presidents' Day*
Memorial Day*
Independence Day**

Veterans' Day**
Thanksgiving Day
Christmas Day**

- * Applies to Federally observed day only.
- When this holiday falls on a Sunday, the Holiday calling rate applies to calls placed on the following Monday. When this holiday falls on a Saturday, the Holiday calling rate applies to calls placed on the preceding Friday.

In addition to the holidays listed above, the Night/Weekend Rate Period rate will also apply to Dial Station calls on one additional day each year.

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SECTION 4 - RATES

4.1 Travel Cards - Rates.

Per travel card, TLD will charge a flat rate per minute with no time of day discounts and without regard to mileage for calls originating. The flat rate per minute shall be \$.20 for Florida and continental United States calls.

Additional Features and Rates and Calling Cards.

Audiotext	\$.50 per minute
Voice Mail (applies when leaving and	
reviewing messages)	
Individual, Group or Guest	\$.50 per minute
800 Direct in Optional	\$1.40 per month
Conference Calling	\$.50 per minute
Operator Assistance Surcharge	\$2.00 per call
Voice Message Delivery (recording or	
message)	\$.50 per minute
Delivered Message	\$.50 per minute
Directory Assistance	\$1.38 per call

4.2 <u>800 Pin Service - Rates</u>

TLD will charge a \$3.00 surcharge per PIN per month plus a flat rate per minute with no time of day discounts and without regard to mileage for calls originating. The flat rate per minute shall be \$.22. (TLD will waive the \$3.00 surcharge for each PIN held by an employee of TLD or any affiliate of TLD. The flat rate, however, will not be waived.) Also, TLD will charge a \$15.00 surcharge for each time that a customer changes the single termination destination phone number.

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4.3 Optional Long Distance Plan

TLD will charge a flat rate per minute with no time of day discounts and without regard to mileage for calls originating. The flat rate per minute shall be \$.10 for Florida and continental United States calls.

4.4 <u>Dedicated 800 Service (Toll Free)</u>

The Company will charge a rate of \$.055 per minute with no time of day discounts and without regard to mileage for calls originating.

4.5 Special Rates For The Handicapped

4.5.1 Directory Assistance

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

4.5.2 Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

4.5.3 Telecommunications Relay Service

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

4.6 <u>1+ Dialing - Specific Rates</u>

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There are no monthly surcharges and the specific rates charged by TLD are set forth as follows:

	DA	Y	EVE	NING	NIGHT/W	EEKEND
RATE MILEAGE	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	EACH ADD'L PERIOD
1-10	0.1600	0.1600	0.1120	0.1120	0.0960	0.0960
11-16	0.1600	0.1600	0.1120	0.1120	0.0960	0.0960
17-22	0.1600	0.1840	0.1280	0.1280	0.1120	0.1120
23-30	0.1840	0.1840	0.1280	0.1280	0.1120	0.1120
31-55	0.1920	0.1920	0.1360	0.1360	0.1200	0.1200
56-100	0.2080	0.2080	0.1440	0.1440	0.1280	0.1280
101-148	0.2080	0.2080	0.1520	0.1520	0.1360	0.1360
149-244	0.2080	0.2080	0.1520	0.1520	0.1360	0.1360
245-392	0.2080	0.2080	0.1520	0.1520	0.1360	0.1360

INTERLATA	A USAGE - COM	MERCIAL RATES				
	DAY	<i>(</i>	EVE	INING	NIGHT/W	EEKEND
		EACH		EACH		EACH
RATE	INITIAL	ADD'L	INITIAL	ADD'L	INITIAL	ADD'L
MILEAGE	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD
1-10	0.1490	0.1490	0.1051	0.1051	0.0964	0.0964
11-16	0.1577	0.1577	0.1226	0.1226	0.1051	0.1051
17-22	0.1577	0.1577	0.1226	0.1226	0.1051	0.1051
23-30	0.1752	0.1752	0.1314	0.1314	0.1051	0.1051
31-55	0.1840	0.1840	0.1314	0.1314	0.1226	0.1226
56-100	0.1928	0.1928	0.1402	0.1402	0.1226	0.1226
101-148	0.1928	0.1928	0.1402	0.1402	0.1226	0.1226
149-244	0.1928	0.1928	0.1402	0.1402	0.1314	0.1314
245-392	0.1928	0.1928	0.1402	0.1402	0.1314	0.1314

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INTRALATA	USAGE - RESIDI	ENTIAL RATES				
	DAY	ď	EVE	ENING	NIGHT/WI	EEKEND
RATE MILEAGE	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	ADD'L PERIOD
1-10	0.1440	0.0880	0.0960	0.0572	0.0608	0.0352
11-16	0.1520	0.1520	0.1120	0.0936	0.0832	0.0576
17-22	0.1520	0.1520	0.1120	0.1120	0.0896	0.0704
23-30	0.1680	0.1680	0.1280	0.1280	0.1088	0.0800
31-40	0.1760	0.1760	0.1280	0.1280	0.1088	0.0864
41-55	0.1760	0.1760	0.1280	0.1280	0.1088	0.0864
56-70	0.1840	0.1840	0.1360	0.1360	0.1088	0.0864
71-85	0.1840	0.1840	0.1360	0.1360	0.1088	0.0896
86-100	0.1840	0.1840	0.1360	0.1360	0.1088	0.0896
101-124	0.1840	0.1840	0.1360	0.1360	0.1128	0.0896
125-148	0.1840	0.1840	0.1360	0.1360	0.1128	0.0896
149-196	0.1840	0.1840	0.1360	0.1360	0.1128	0.0896
197-244	0.1840	0.1840	0.1360	0.1360	0.1128	0.0928
245-292	0.1920	0.1920	0.1360	0.1360	0.1156	0.0928
293+	0.1920	0.1920	0.1360	0.1360	0.1156	0.0928

	DA	· ·	EVE	EVENING		EEKEND
RATE MILEAGE	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	ADD'L PERIOD
I-10	0.1398	0.1398	0.0987	0.0987	0.0905	0.0905
11-16	0.1481	0.1481	0.1152	0.1152	0.0987	0.0987
17-22	0.1481	0.1481	0.1152	0.1152	0.0987	0.0987
23-30	0.1646	0.1646	0.1234	0.1234	0.0987	0.0987
31-55	0.1728	0.1728	0.1234	0.1234	0.1152	0.1152
56-100	0.1810	0.1810	0.1316	0.1316	0.1152	0.1152
01-148	0.1810	0.1810	0.1316	0.1316	0.1152	0.1152
149-244	0.1810	0.1810	0.1316	0.1316	0.1234	0.1234
45-392	0.1810	0.1810	0.1316	0.1316	0.1234	0.1234

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