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May 7, 1997

VIA FEDERAL EXPRESS

Tom Williams  
Florida Public Service Commission  
Division of Communications  
2540 Sumard Oak Boulevard  
Gunter Building  
Tallahassee, Florida 32399



Re: [REDACTED]  
[REDACTED]  
Application for Certification of Public Convenience

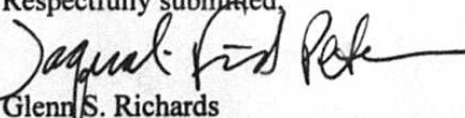
Dear Sir or Madam:

Transmitted herewith on behalf of National Teleservice, Inc. d/b/a NTI ("NTI") is a copy of its Fictitious Name Registration. Please associate this document with the Application referenced above.

ACK \_\_\_\_\_ Please date stamp the enclosed "Receipt Copy" of this filing and return it in the enclosed,  
AFA \_\_\_\_\_ self-addressed, stamped envelope. If you have any questions regarding this matter, please  
APP \_\_\_\_\_ contact the undersigned.

- CAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG \_\_\_\_\_
- LIN \_\_\_\_\_
- OPC \_\_\_\_\_
- RCH \_\_\_\_\_
- SEC \_\_\_\_\_
- WAS \_\_\_\_\_
- OTH \_\_\_\_\_

Enclosures  
cc: Mary Lang  
P:\WP51\DOC\APPLICAT\LETTERS\6761LTR.FL1

Respectfully submitted,  
  
Glenn S. Richards  
Jaqualin Friend Peterson  
Counsel for National Teleservice, Inc.

DOCUMENT NUMBER-DATE  
06025 JUN 16 97  
FPSC-RECORDS/REPORTING



FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

May 1, 1997

NTI  
% CT CORPORATION SYSTEM  
1200 SOUTH PINE  
PLANTATION, FL 33324

Subject: **NTI**

**REGISTRATION NUMBER: G97121900017**

This will acknowledge the filing of the above fictitious name registration which was registered on May 1, 1997. This registration gives no rights to ownership of the name.

Each fictitious name registration must be renewed every five years between July 1 and December 31 of the expiration year to maintain registration. Three months prior to the expiration date a statement of renewal will be mailed.

**IT IS THE RESPONSIBILITY OF THE BUSINESS TO NOTIFY THIS OFFICE IN WRITING IF THEIR MAILING ADDRESS CHANGES.** Whenever corresponding please provide assigned Registration Number.

Enclosed is your certificate(s) as requested.

Should you have any questions regarding this matter you may contact our office at (904) 488-9000.

Reinstatement Section  
Division of Corporations

Letter No. 197A00022903

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by National Teleservice, Inc. (hereinafter "Carrier") with principal offices at 111 Riverfront, Winona, Minnesota 55987. This Tariff applies to services furnished within the state of Florida. This Tariff is on file with the Florida Public Service Commission ("Commission"), and copies may be inspected, during normal business hours, at Carrier's principal place of business.

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Issued: November 4, 1996

Effective: \_\_\_\_\_

By:  
Mary Lang, Vice President - Operations  
National Teleservice, Inc.  
111 Riverfront  
Winona, MN 55987

## INTEREXCHANGE TELECOMMUNICATIONS SERVICES

CHECK SHEET

Sheets 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 that are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>NUMBER OF REVISION</u> <u>(except as indicated)</u>	<u>EFFECTIVE</u> <u>DATE</u>
1	Original	
2	Original	
3	Original	
4	Original	
5	Original	
6	Original	
7	Original	
8	Original	
9	Original	
10	Original	
11	Original	
12	Original	
13	Original	
14	Original	
15	Original	
16	Original	
17	Original	
18	Original	

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## INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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EXPLANATION OF SYMBOLS  
AND ABBREVIATIONS

The following are the only 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 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

The following are abbreviations used in this tariff.

LATA - Local Access and Transport Area

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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 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. 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 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 of coding.
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i)(1)
- D. Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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SECTION 1 - DEFINITIONS

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Carrier to provide telecommunication service as required.

Carrier - National Teleservice, Inc. ("Carrier"), unless the context indicates otherwise.

Commission - Florida Public Service Commission, unless context indicates otherwise.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of rates and charges and compliance with Tariff regulations.

Day - From 8:00 a.m. up to but not including 5:00 p.m. local time Monday through Friday.

Disconnection - The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

Evening - From 5:00 p.m. up to but not including 11:00 p.m. local time Sunday through Friday.

Holiday - Carrier specified holidays are New Year's Day, Martin Luther King's Birthday (federally observed), Presidents' Day, Memorial Day (federally observed), Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

LATA (Local Access and transport Area) - A group of telephone exchanges within which FCC rules allow local exchange carriers to carry toll telephone calls.

Night/Weekend - From 11:00 p.m. up to but not including 8:00 a.m., and 8:00 a.m. Saturday up to but not including 5:00 p.m. Sunday.

Premises - The space designated by a Customer as its place or places of business for termination of service (whether for its own communications needs or for its resale Customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business, as well as space at the Customer place of business.

Service or Services - The services covered by this Tariff shall include only the State of Florida.

Terminal Equipment - Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephone, and data sets.

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## INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS2.1 UNDERTAKING OF CARRIER

Carrier is a resale common carrier providing intrastate communications services to Customers for their direct transmission and reception of voice, data, and other types of telecommunications. Service is available 24 hours a day, seven days a week, throughout the state.

2.2 LIMITATIONS OF SERVICE

2.2.1 The Carrier offers service to all those who desire to purchase service from the Carrier consistent with all provisions of this Tariff. Customers or subscribers interested in the Carrier's services shall file a service application with the Carrier which fully satisfies the Carrier and identifies the services required.

2.2.2 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. Carrier reserves the right not to provide service to or from a location where legally prohibited or the necessary facilities or equipment are not available.

2.2.3 Carrier reserves the right to discontinue furnishing service, upon a written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Commission, or the law.

2.2.4 Title to all facilities provided by the Carrier under these regulations remains with the Carrier. Prior written permission from the Carrier 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 for service.

2.3 USE OF SERVICE

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

2.3.1 Minimum Service Period

The minimum period of service is one month (30 days), unless otherwise stated in this Tariff.

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## INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**2.4 LIABILITY**

- 2.4.1 The liability of the Carrier for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff shall not exceed an amount equivalent to the proportionate charge to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs. For the purpose of computing this amount, a month is considered to have 30 days. In no event will Carrier be liable for any indirect, consequential, or special damages, or for any lost profits, even if advised of the possibility of the same.
- 2.4.2 Carrier shall not be liable for any claim or loss, expense, or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff, if caused by any person or entity other than Carrier, any malfunction of any service or facility provided by any other carrier, act of God, fire, war, civil disturbance, act of government, or by any other cause beyond Carrier's control.
- 2.4.3 Carrier shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
- A. defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by Carrier under this Tariff;
  - B. connecting, combining, or adapting Carrier's facilities with Customer's apparatus or systems;
  - C. any act of omission by the Customer; or
  - D. any personal injury or death of any person or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Carrier, if not caused by gross negligence of the Carrier.
- 2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Carrier.
- 2.4.5 CARRIER MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES**

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**2.5 INTERRUPTION OF SERVICE**

Credit allowance for interruption of service which is not due to the negligence of Customer or to the failure of channels, equipment, and/or communications systems provided by the Customer and other carriers are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

**2.6 RESPONSIBILITY OF THE CUSTOMER**

2.6.1 All Customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communications systems provided by others are connected to Carrier's facilities, Customer assumes additional responsibilities. Customers are responsible for the following:

- A. Customer is responsible for placing orders for service, paying all charges for service rendered by Carrier, and complying with Carrier's regulations governing the service. Customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, Customer must provide:
  - 1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
  - 2. the name(s), telephone number(s), and address(es) of the Customer contact person(s).
- C. Customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
  - 1. the negligence or willful act of Customer or user;
  - 2. improper use of service; or
  - 3. any use of equipment or service provided by others.

**2.6.2 Availability of Service for Maintenance, Testing, and Adjustment**

Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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## INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**2.6 RESPONSIBILITY OF THE CUSTOMER (continued)****2.6.3 Credit Allowances**

- A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Carrier.
- B. Credit allowances for failure of service or equipment starts when Customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- C. Customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer provided facilities, any act or omission of the Customer, or in wiring or equipment connected to the terminal.
- D. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:
  - 1. interruptions of service resulting from Carrier performing routine maintenance;
  - 2. interruptions of service for implementation of a Customer order for a change in the service;
  - 3. interruptions caused by negligence of Customer or his authorized user; or
  - 4. interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

**2.6.4 Cancellation by Customer**

- A. Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if Customer cancels prior to the expiration of a one-year or multi-year service agreement. Such termination charge will be equal to one month's usage as projected in the Carrier's proposal for service, or the actual average monthly usage to date, whichever is higher, plus the monthly account charge for the remainder of the contract period.
- B. If Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before the service begins, before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and Carrier, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service provided, the

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## INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**2.6 RESPONSIBILITY OF THE CUSTOMER (continued)**

nonrecoverable cost of such construction shall be borne by Customer. Such charge will be determined on a case-by-case basis.

**2.6.5 Payment and Charges for Service**

- A. Charges for service are applied on recurring and nonrecurring bases. Service is billed on a monthly basis. Service continues to be provided until canceled by Customer or by Carrier in accordance with provisions of this Tariff.
- B. Payment will be due upon receipt of the statement. A nonrecurring 1.5 percent per month penalty fee (unless a lower rate is prescribed by law in which event at the highest rate allowable by law) will accrue upon any unpaid amount commencing 30 days after rendition of the bill.
- C. The Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated at the Customer's number(s); received at the Customer's number(s); billed to the Customer's number(s) via third-party billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. The initial billing may include the account set-up charge where applicable. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- D. Service may be denied or discontinued at Carrier's discretion, for non-payment of amounts due to Carrier, past the due date. Restoration of service will be subject to all applicable installation charges.
- E. Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees.
- F. Customers of toll free (e.g., 800 or 888) services are responsible for payment for all calls placed to or via Customer's toll free service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of Customer's service by Customer-provided systems, equipment, facilities, or services interconnected to Customer's toll free service, or use, misuse, or abuse occasioned by third parties, including, without limitation, Customer's employees, other common carriers, or members of the public who dial Customer's toll free service number(s) by mistake.

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## INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**2.6 RESPONSIBILITY OF THE CUSTOMER (continued)****2.6.6 Application of Charges**

The charges for service are those in effect for the period that service is furnished. If the charge for a period covered by a bill changes after the bill has been rendered, the bill will be adjusted to reflect the new charges.

**2.6.7 Advance Payments**

Carrier reserves the right to require an advance payment equal to one month's estimated charge.

**2.6.8 Bad Check Charge**

Carrier will bill Customer a one-time charge of \$20.00 or five percent of the amount of the check, whichever ever is greater, if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

**2.7 RESPONSIBILITY OF CARRIER****2.7.1 Calculation of Credit Allowance**

Pursuant to limitations set forth in Section 2.6.3, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. Customer shall be credited for an interruption of two hours or more for as long as the interruption continues.
- C. When a minimum usage charge is applicable and Customer fails to meet the minimum usage charge because of a service interruption, a credit shall be applied against that minimum usage charge in the following manner. For each period of two hours that the interruption continues the credit shall equal 1/360th of the monthly minimum charge. Note: in this instance a fractional period of more than one hour shall be treated as a two hour period.
- D. If notice of a dispute as to charges is not received in writing by Carrier within 30 days after billing is received by the Customer, the invoice shall be considered correct and binding on the Customer, unless extraordinary circumstances are demonstrated.

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## INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**2.7** RESPONSIBILITY OF CARRIER (continued)**2.7.2** Cancellation of Credit

Where Carrier cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

**2.7.3** Disconnection of Service by Carrier

Carrier may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. After ten days' written notice, for non-payment of any sum due to Carrier for service for more than 30 days beyond the date of rendition of the bill for such service. Notice of disconnection shall be separate and apart from the regular monthly bill for service;
- B. After ten days' written notice, in the event of a violation of any regulation governing the service under this Tariff;
- C. Without notice, in the event of a violation of any law, rule, or regulation of any government authority having jurisdiction over the service;
- D. Without notice in the event Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction; or
- E. In the event of fraudulent use of Carrier's network, Carrier will discontinue service and/or seek legal recourse to recover all costs involved in enforcement of this provision.

**2.7.4** Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days by 30 days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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2.8 RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.9 TAXES

Customer will be billed and is responsible for payment of applicable local, state, and federal taxes assessed in conjunction with service used. All state and local taxes will be listed in the billing statement as separate line item charges. These assessments are not included in the rates provided in this Tariff.

2.10 TIMING OF CALLS

2.10.1 When Billing Charges Begin and Terminate for Phone Calls

Customer's long distance usage charge is based on the actual usage of Carrier's network. Usage begins when the called party picks up the receiver (i.e., when two-way communication, often referred to as "conversation time," is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. A call is terminated when the calling or called party hangs up. There will be no charge for uncompleted calls.

2.10.2 Billing Increments

Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is one minute for a connected call. Calls beyond one minute are billed in one-minute increments. Billing will be rounded to the nearest penny for each call.

2.11 START OF BILLING

For billing purposes, the start of service is the day following acceptance by the Customer of Carrier's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by Carrier of notification of cancellation as described in Section 2.6.4 of this Tariff.

2.12 INTERCONNECTION

2.12.1 Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitation established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Carrier and other participating carriers shall be provided at the Customer's expense.

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES**

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**2.12 INTERCONNECTION (continued)**

2.12.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Carriers' facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

**2.13 CALCULATION OF DISTANCE**

Usage charges for all mileage-sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. 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.

Formula:

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

**2.14 MINIMUM CALL COMPLETION RATE**

Customers can expect a call completion rate of 99.5 percent (number of calls completed/number of calls attempted) and not less than 90 percent during peak use periods for all 1+ dialing services.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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SECTION 3 - SERVICES AND RATES

The Carrier offers and provides interexchange, intrastate telecommunications services to commercial, governmental, residential, and non-profit customers subscribing to these services

3.1 OUTBOUND 1+

Outbound 1+ rates apply when the person originating the call dials the telephone number desired and completes the call, and the call is billed to the calling station.

3.2 CALLING CARD

A calling card service that may be accessed from any touch tone or rotary telephone. The Customer dials the appropriate telephone number desired and completes the call and the call is billed to the Calling Card.

3.3 INBOUND 800

Inbound 1+ rates apply when the person originating the call dials the "800" telephone number desired and completes the call, and the call is billed to the called station.

3.3.1 Reservations of Numbers for 800 Services - A prospective 800 Service Customer may reserve not more than (10) 800 Service telephone numbers. Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Carrier, shall give any person, including prospective Customers who have reserved an 800 Service telephone number hereunder and Customer who subscribes to and uses 800 Service, or its transferees or assignees, any ownership interest or proprietary right in any given 800 Service telephone number; provided, however, that a Customer who sells an ongoing operating business for which 800 Service telephone number has been in use may transfer the right to continue to use the 800 Service telephone number. If an 800 Service Customer terminates the Service, any 800 Service telephone number which had been assigned to said Customer will be forfeited and revert to NTI.

3.4 DIRECTORY ASSISTANCE

Directory Assistance.

3.5 OPERATOR SERVICES

Operator Services are offered to NTI presubscribed customers and apply when the customer completes the call through the assistance of a live or automated operator.

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By:  
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3.6 DISCOUNTS FOR HEARING IMPAIRED CUSTOMERS

Intrastate toll message rates for TDD users, which is communicated using a telecommunications device for the deaf (TDD) by properly certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, shall be evening rates for daytime calls and night rates for evening and night calls.

3.7 DIRECTORY ASSISTANCE CHARGES FOR HANDICAPPED PERSONS

Pursuant to Florida Public Service Commission Rules and regulations Carrier will not charge for the first 50 directory assistance calls made each month by a handicapped person.

3.8 OPERATION OF TELECOMMUNICATIONS RELAY SERVICE

Intrastate toll calls received from the relay service, each local exchange and interexchange telecommunications company billing relay call will be discounted by 50 percent of the 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 will be discounted 60 percent off the applicable rate for 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 card Service Charges.

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SECTION 4 - RATES AND CHARGES

4.1 OUTBOUND 1+ RATES

Rate per minute of use: \$ 0.149

4.2 CALLING CARD RATES

Rate per minute of use:

Day: \$ 0.27  
Evening: \$ 0.23  
Night: \$ 0.23

4.3 INBOUND 800 RATES

Rate per minute of use: \$ 0.166

4.4 DIRECTORY ASSISTANCE RATES

Rate per call: \$ 0.87

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