

REQUEST TO ESTABLISH DOCKET  
(PLEASE TYPE)

Date: May 6, 1998

Docket No. 780615-TT

1. Division Name/Staff Name: Communications/T. Williams *TW*
2. OPR: T. Williams
3. OCR: \_\_\_\_\_

4. Suggested Docket Title: Request to change the name on Interexchange Telecommunications Service Certificate No. 4046 from SMARTALK TELESERVICES, INC. to SMARTALK TELESERVICES, INC. d/b/a PRONTO.

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

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

1. Parties and their representatives (if any)

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

2. Interested Persons and their representatives (if any)

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

6. Check one:

Documentation is attached.

Documentation will be provided with the recommendation.

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

DOCUMENT NUMBER-DATE

05066 MAY-6 88

FPSC-RECORDS/REPORTING

W. H. H. H.



April 27, 1998

Director-Division of Communications  
Florida Public Service Comm.  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399

Re: Request to Amend SmarTalk TeleServices, Inc. to add DBA, Pronto!  
Authority granted on June 12, 1995, in Docket No. 95-0350-TI.

Dear Sir/Madame:

SmarTalk TeleServices, Inc., ("SmarTalk") has applied for registration of a fictitious name to be used within the State of Florida. SmarTalk respectfully requests that its Certificate be amended to include the use of the assumed name of PRONTO!

Please find enclosed for filing a copy of the registration papers and PRONTO's Tariff No. 2 including the rates and terms and conditions under which PRONTO! will be marketing its prepaid calling card services. There has been no organizational, officers or directors change associated with this transaction. This Tariff No. 2 is in addition to SmarTalk's Tariff No. 1.

SmarTalk requests that the Commission approve this request on an expeditious basis due to the competitive nature of the prepaid calling card industry.

Please date stamp one copy and return in the self-addressed stamped envelope. If you have any questions, please contact me at 614-791-3439 or e-mail at [mtownsend@cqtel.com](mailto:mtownsend@cqtel.com).

Sincerely,

Marianne A. Townsend  
Vice President Regulatory

Enclosure

RECEIVED

APR 28 1998

CMU

Telecommunications Service

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## TITLE SHEET

LONG DISTANCE  
TELECOMMUNICATIONS SERVICES

This tariff applies to the Long Distance Telecommunications Services furnished by PRONTO!, with principal offices at 5500 Frantz Road, Suite 125, Dublin, OH 43017, between one or more points in the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Issued: April 28, 1998

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

Issued by:

Marianne Townsend, VP-Regulatory  
PRONTO!  
5500 Frantz Road, Suite 125  
Dublin, OH 43017  
(614) 764-2933  
FAX: (614) 764-4801

## Telecommunications Service

CHECK SHEET

The following sheets of this tariff are effective as of the date shown at the bottom of the respective sheets(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 page.

<u>PAGE</u>	<u>REVISION</u>
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Telecommunications Service

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EXPLANATION OF SYMBOLS

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

- D - to signify discontinued rate of regulation
- I - to signify rate increase
- M - to signify matter relocated without change
- N - to signify a new rate or regulation
- R - to signify a rate reduction
- T - to signify a change in text but no change in rate or regulation

TARIFF FORMAT

- 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 Florida Public Service Commission (FPSC). For example, the fourth revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.

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Tariff Format, continued

- 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)II
  - 2.1.1.A.1.(a)III(1)
- D. Check Sheets - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet 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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## Telecommunications Service

SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS

**Access Line:** An arrangement which connects the calling Customer's location to an interexchange switching center.

**Authorization Code:** A numerical code, one or more of which is available to a Customer to enable him/her to access PRONTO!, and which is used by PRONTO! both to prevent unauthorized access to its services and to identify the Customer for billing purposes.

**Called Station:** The terminating point of a call (i.e., the called number).

**Calling Station:** The originating point of a call (i.e., the calling number).

**Company or Carrier:** PRONTO!, an assumed registered trade name of SmarTalk TeleServices, Inc.

**Customer:** Any person, firm, partnership, corporation, retailer, end user or other entity furnished telecommunications services under the provisions and regulations of this tariff and that is responsible for payment of the charges and for compliance with the Company's tariff regulations.

**Day:** From 8:00 a.m. up to, but not including, 5:01 p.m. local time Monday through Friday.

**Evening:** From 5:00 p.m. up to, but not including, 11:01 p.m. local time Monday through Friday.

**Holidays:** Recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, and Christmas Day.

**Incomplete Call:** Any calls where voice transmission between the calling and the called station is not established (i.e., busy, no answer, etc.)

**LATA:** Local Access and Transport Area. A geographic area established as required by the modification of Final Judgment entered in *United States v. Western Electric Co., Inc.*, 552 F. Supp. 131 (D.D.C. 1982), within which a local exchange company provides communication service.

**Local Exchange Company:** A telephone company utility that provides local telecommunications services to a specific geographical area for business and residential Customers.

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Technical Terms and Abbreviations, continued

**Night/Weekend:** From 11:00 p.m. up to, but not including, 8:00 a.m. local time Sunday through Friday, and 8:00 a.m. Saturday up to, but not including, 5:00 p.m. local time Sunday.

**Pay Telephone:** A telephone instrument equipped with devices that permit the instrument to access the Company's services and that is authorized to provide such services and conforms with state and federal regulations governing such equipment.

**Prepaid Long Distance Calling Cards:** To which charges are billed to any prepaid calling card product set forth in Section 4 herein and not to the originating telephone number, utilizing PRONTO!'s proprietary switching platforms and technologies.

**Unit:** A measurement of telecommunications service equal to up to 60 seconds of standard calling time. More than one unit may be deducted per 60 seconds for services and/or charges other than intrastate calls.

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## Telecommunications Service

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SECTION 2 RULES AND REGULATIONS2.1. Application of Tariff

2.1.1. This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by PRONTO! for telecommunications between points within the State of Florida. PRONTO!'s services are furnished subject to the availability of services and facilities and subject to the terms and conditions of this tariff. PRONTO! reserves the right to select or change its network carrier at its sole discretion.

2.1.1.A. PRONTO! may, from time to time, offer various enhanced services within the State of Florida. Such services will be provided pursuant to contract and will not be governed by this tariff.

2.1.1.B. The services of PRONTO! are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers who may be subject to the jurisdiction of this Commission.

2.1.1.C. The rates and regulations contained in this tariff apply only to the intrastate services furnished by PRONTO! and do not apply unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of PRONTO!.

2.1.1.D. The services of PRONTO! are furnished to prepaid Customers and presubscribed Customers. The purchase of a Prepaid Long Distance Calling Card or subscription to a service makes available to the purchasing Customer PRONTO!'s national and international services, including the intrastate services offered under the terms and conditions of this tariff.

2.2. Use of Services

2.2.1. PRONTO!'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.

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## Telecommunications Service

Rules and Regulations, continued

- 2.2.2. The use of PRONTO!'s services to make calls which might reasonably be expected to unlawfully frighten, abuse, torment, or harass another, is prohibited.
- 2.2.3. The use of PRONTO!'s services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, false credit cards or false Prepaid Long Distance Calling Cards or false numbers of such cards, is prohibited.
- 2.2.4. PRONTO!'s services are available for use twenty-four hours per day, seven days per week.
- 2.2.5. PRONTO!'s services may be denied to the customer for nonpayment of charges or for other violations of this tariff.
- 2.3. Liabilities of the Company
- 2.3.1. PRONTO! shall not be liable for loss or damage sustained by reason of any failure in or breakdown of facilities associated with PRONTO!'s services or for any interruption or delay of services, whatever shall be the cause of such failure, breakdown, or interruption, and whether negligent or otherwise, and however long it shall last. In no event shall PRONTO!'s liability for any service exceed the charges applicable under this tariff to such service.
- 2.3.2. PRONTO! shall be indemnified and held harmless by any Customer or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its services and against all other claims arising out of any act or omission of a Customer or of any other entity in connection with the services provided by PRONTO!.
- 2.3.3. PRONTO! is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services of PRONTO!.

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## Telecommunications Service

Rules and Regulations, continued

- 2.3.4. PRONTO! shall not be liable for any personal injury or death of any person or persons, nor for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause, and whether negligent or otherwise.
- 2.3.5. PRONTO! shall not be liable for and shall be indemnified and held harmless by any Customer or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any Customer or any other entity or 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 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 services, facilities or equipment provided by PRONTO! which is not the direct result of PRONTO!'s negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of PRONTO!.
- 2.3.6. PRONTO! shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.4. Responsibilities of the Customer
- 2.4.1. The Customer is responsible for payment for the use of a! PRONTO! telecommunications services, and for complying with tariff regulations. The Customer is also responsible for the payment of charges for calls which the Customer elects to continue following notification that the prepaid amount on the PRONTO! calling card then in use has been fully used.
- 2.4.2. The Customer must pay PRONTO! for replacement or repair of damage to the equipment or facilities of PRONTO! caused by negligence or willful act of the Customer or others, by improper use of the services, or by the use of equipment provided by the Customer or others.

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Telecommunications Service

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Rules and Regulations, continued

- 2.4.3. The Customer is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.4.4. The Customer is responsible for establishing its identity as often as necessary during the course of the call when required by PRONTO!.
- 2.5. Cancellation or Interruption of Service
- 2.5.1. Without incurring liability, PRONTO! may immediately discontinue services to a Customer or may withhold services to a Customer or may withhold the provision of ordered or contracted services:
- 2.5.1.A. For nonpayment of any sum due PRONTO! for the use of products and services set forth in Section 4 herein. Suspension or termination of presubscribed service shall not be made without five (5) working days' written notice to the Customer, except in extreme cases;
- 2.5.1.B. For violation of any of the provisions of this tariff;
- 2.5.1.C. For noncompliance with and/or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination; or
- 2.5.1.D. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting PRONTO! from furnishing its services.
- 2.5.2. Without incurring liability, PRONTO! may interrupt the provision of all services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of PRONTO!'s equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

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## Telecommunications Service

Rules and Regulations, continued

2.5.3. Service may be discontinued by PRONTO!, at its sole discretion, without notice to the Customer, by blocking traffic to certain countries, cities, or exchanges, or by blocking calls using certain Customer account numbers, when PRONTO! deems it necessary to take such action to prevent unlawful use of its services set forth in Section 4 herein. PRONTO! will restore service as soon as it can be provided without undue risk, and will, in the case of Prepaid Long Distance Calling Card services, upon request by the Customer affected, assign a new account number to replace the one that has been deactivated. PRONTO! reserves the right to limit the number of times an Customer may utilize a commercial charge card to add value to debit cards; further, PRONTO! reserves the right to block certain destinations for terminating calls for any reason for all services set forth in Section 4 herein.

2.5.4. Cards Expiration Policy

PRONTO! may have expiration terms described on its cards and/or packaging. The term of expiration is from date of first use or last recharge and must be used prior to the expiration date printed on the card, if any. In the event that no expiration policy is stated, the card will remain valid subject to the rules of the FPSC.

2.6. Billing of Calls

All billed charges due by the Customer are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

2.7. Billing Arrangements

2.7.1. Prepaid Long Distance Calling Card Calls

Charges for calls of this type will be prepaid upon purchase by the Customer.

2.7.2. PRONTO! Credit Card Charges

2.7.2.A. Late Payment Charges. Charges for these accounts will be invoiced on a monthly basis. Invoices will be due upon receipt, and delinquent 30 days thereafter. Delinquent accounts will accrue interest at the rate of 1.5% per month, or the highest rate authorized under Florida law.

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## Telecommunications Service

Rules and Regulations, continued

- 2.7.2.B. Return Check Charges. A return check charge of \$20.00 or 5% of the amount of the check (whichever is greater) will be assessed for checks returned for insufficient funds. In the event of suit for payment, PRONTO! may recover all its costs expended therein, including reasonable attorneys' fees.

2.8. Restoration of Service

A reconnection fee of \$25.00 per occurrence is charged when service is reestablished for Customers who had been disconnected for nonpayment.

2.9. Validation of Credit/Collection of Information

PRONTO! reserves the right to validate the creditworthiness of potential Customers through available verification procedures. Where a requested billing method cannot be validated, the Customer may be required to provide an acceptable alternative billing method or PRONTO! may refuse to place the call.

PRONTO! reserves the right to utilize information collected through such credit verification procedures for collection purposes.

2.10. Termination, Denial or Suspension of Service by PRONTO!2.10.1. Reasons for Termination

PRONTO! may deny, terminate, or suspend service to any Customer in the event that any of the following circumstances occur:

- 2.10.1.A. without notice, if Customer or an authorized user uses the service in such a manner as to adversely affect PRONTO!'s network or PRONTO!'s service of others;
- 2.10.1.B. without notice, if Customer or an authorized user tampers with equipment owned and furnished by PRONTO!;

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## Telecommunications Service

Rules and Regulations, continued

- 2.10.1.C. without notice, if Customer or an authorized user violates any statute, law, municipal ordinance, or any rule or regulation of any state or federal regulatory agency relating to communications, or otherwise fails to comply with this tariff;
- 2.10.1.D. without notice, if Customer fails to permit PRONTO! reasonable access to such locations as may be necessary for maintenance or repair of facilities used by PRONTO! to provide service to Customer; or
- 2.10.1.E. without notice, if Customer fails to pay PRONTO!'s bill when due, subject to the provisions of 2.10.2.B., below.

2.10.2. Termination for Nonpayment

PRONTO! reserves the right to terminate service to Customers in the event that the retailer responsible for payment for Customer network costs to PRONTO! does not make proper and timely payment under the terms of the agreement with the retailer. In such event, the Customer will be notified and directed, via prerecorded message, to seek a refund from the retail establishment. The Customer's service may, at PRONTO!'s sole discretion, be reinstated upon receipt of full payment of the undisputed portion of the balance due by retailer. Service shall not be terminated for nonpayment of a bill rendered unless:

- 2.10.2.A. PRONTO! shall have verified that payment has not been received at any office of PRONTO!, or at any office of an authorized collection agent, through the end of the period indicated in the notice; and
- 2.10.2.B. PRONTO! shall have checked the Customer's payment record on the day termination occurs.

Service shall not be terminated on account of nonpayment of any amount that is subject to bona fide dispute pursuant to the provisions of this tariff, but any such dispute shall not relieve the Customer of the obligation of paying all undisputed amounts in a timely manner.

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## Telecommunications Service

Rules and Regulations, continued2.10.3. Termination for Cause Other Than Nonpayment

In the event PRONTO! terminates service for any reason other than nonpayment of bills, it may be done so with notice to the Customers, except in the circumstances listed in 2.10.1.A. and 2.10.1.B. on page 13, in which case PRONTO! may terminate service immediately.

2.11. Termination by Customer

Except as otherwise agreed between the Customer and PRONTO!, service may be terminated by the Customer at any time, subject to payment in full of all charges that are due and are undisputed for the period service is rendered.

2.12. Payment and Billing

Paragraphs 2.12.1. through 2.12.6., below, apply only to services for which PRONTO! bills directly.

- 2.12.1. Service is provided and billed on a monthly basis, beginning on the date that service becomes effective. Payment is due thirty (30) days after the postmarked date of the Customer's bill.
- 2.12.2. Accounts shall be delinquent when payment is not received by thirty (30) days after the postmarked date of the Customer's invoice. Discounts for prompt payment may be offered by PRONTO! to Customers.
- 2.12.3. The Customer is responsible for payment of all charges for services furnished to the Customer or the Customer's authorized users. Nonrecurring charges will appear on the first monthly bill rendered after service is initiated. Recurring charges are billed monthly in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.12.4. PRONTO! will provide a toll free telephone number (800) 450-8580, for inquiries regarding bills or service. PRONTO! may change the toll free number by a notice appearing on Customer's bill.

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## Telecommunications Service

Rules and Regulations, continued

2.12.5. Billing disputes: All bills are presumed accurate. In the case of a billing dispute between the Customer and PRONTO! for service furnished to the Customer, which cannot be settled with mutual satisfaction by a telephonic inquiry, the Customer may contest such charges pursuant to Section 2.15 herein. If the Customer is dissatisfied with this review, the Customer may file a complaint with the Federal Communications Commission.

2.12.6. Re-establishment of credit: A Customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due the Company for the premises for which service is to be restored. Restoration of service will be subject to all applicable installation charges.

2.13. Deposits

The Company does not require a deposit from the Customer.

2.14. Contested Charges

For consideration of any disputed charge, a Customer may discuss the dispute with a customer service agent, who may adjust the Prepaid Long Distance Calling Card or billed long distance service balance as necessary. Customers must provide their name, address, home and business phone numbers, personal code (if applicable), credit card (if applicable), credit card expiration date, information regarding where the Prepaid Long Distance Calling Card was obtained and any other information contained on the card, as requested. Callers requesting a copy of their Prepaid Long Distance Calling Card phone log must do so in writing and must submit a photocopy of the Prepaid Long Distance Calling Card and the applicable credit card. PRONTO! may request the Customer's receipt of purchase for prepaid and/or retail products set forth in Section 4 herein. Alternatively, a Customer may submit in writing to PRONTO!, within thirty (30) days of the date the call is placed, the same detailed information regarding the basis for any requested adjustment. PRONTO! will promptly investigate and advise the Customer as to its findings and disposition.

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Rules and Regulations, continued

If a Customer is not satisfied with PRONTO!'s resolution of a disputed charge, the Customer may contact the Florida Public Service Commission at the following address:

Florida Public Service Commission  
Division of Communications  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0866

2.15. Refunds

PRONTO! agrees to refund any amounts remaining on a Prepaid Long Distance Calling Card upon physical return of the card. Refunds will only be issued upon a showing that the service provided by PRONTO! has failed to meet either the service requirements set forth in this tariff, the requirements set forth in the Commission's Rules and Regulations, or the general standards of quality applicable to the industry. To qualify for a refund, a Customer must return the card to PRONTO! within three (3) months of the original purchase and submit in writing detailed information on the basis for any requested refund. PRONTO! will promptly investigate and advise the Customer as to its findings and disposition.

If a Customer is not satisfied with PRONTO!'s resolution of a claim for refund, the Customer may contact the FPSC at the following address:

Florida Public Service Commission  
Division of Communications  
Bureau of Services Evaluation  
101 East Gaines Street  
Tallahassee, Florida 32399-0866

PRONTO! will not be held responsible to the original Customer for any lost, stolen, or expired Prepaid Long Distance Calling Cards. PRONTO! will not be responsible for ensuring that any individual applying for a refund gained possession of Prepaid Long Distance Calling Cards through legitimate means.

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Issued: April 28, 1998

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

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Marianne Townsend, VP-Regulatory  
PRONTO!  
5500 Frantz Road, Suite 125  
Dublin, OH 43017  
(614) 764-2933  
FAX: (614) 764-4801

## Telecommunications Service

Rules and Regulations, continued2.16. Taxes

Except as otherwise provided herein, all federal, state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax, etc.) are calculated at the time of the call and may be included in the amount deducted for each call.

2.17. Commission Setoff

PRONTO! reserves the right to apply any commissions or residuals earned by a retailer to such retailer's outstanding accounts past due by 60 days or more. Commissions are paid to retailers which do not sell products directly competitive with those of PRONTO!, as defined in this tariff.

SECTION THREE DESCRIPTION OF SERVICE3.1. Timing of Calls

Billing for calls placed over the PRONTO! network is based in part on the duration of the call. Billing is in one-minute increments with full minute rounding, thereafter as set forth in Section 4. Timing of each call begins as specified below, and ends when the called party hangs up.

3.1.1. Intrastate timing begins when the called station is answered, 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. PRONTO! will not charge for uncompleted domestically originated calls.

3.2. Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call as calculated by using Cartesian V and H coordinates. The airline mileage between rate centers is determined by applying the formula below to the V and H coordinates involved.

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

3.3. Minimum Call Completion Rate

A Customer can expect a call network completion rate of not less than 90% during peak use periods for all FGD services ("1+" dialing).

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## Telecommunications Service

Description of Service, continued3.4. Service Offerings

- 3.4.1. The PRONTO! Debit Card Service is a prepaid long distance service offered to all Customers. Service is available twenty-four (24) hours per day, seven (7) days a week. Customers may purchase PRONTO! Debit Cards at a variety of retail outlets or through other distribution channels including direct marketers, vending machines, ATM's, hotels and/or direct sales organizations, or through print, and broadcast advertisements. Retailers may purchase direct from PRONTO! or through Wholesale Distributors of PRONTO! products. PRONTO! Debit Cards are available at suggested retail prices ranging from \$.16 to \$1.00 per minute. A call is placed by dialing an 800, 888 or 1+ number (as directed) to obtain access to PRONTO!'s network. The caller is prompted by an automated voice response system to enter his/her account number, and then to enter the terminating telephone number.

PRONTO!'s call processing system tracks the call duration and destination for rating purposes on a real time basis. The total price of each Customer's call, including applicable taxes, is deducted from the prepaid amount on the caller's PRONTO! Debit Card. Callers wishing to recharge their cards (if applicable) may do so by entering a valid commercial credit card number. As the balance on the card approaches zero, the callers are so advised and may elect to recharge and continue the call.

The following types of calls cannot be completed with PRONTO! Debit Cards: (1) calls to 700, 800, 888, 900, 950 and 976 numbers, and (2) Operator assisted calls at a surcharge. However, assistance with call completion will be provided by customer service personnel at no charge to the Customer if the Customer encounters difficulty in completing a call.

- 3.4.2. Private Label Prepaid Calling Card is a cobranded prepaid long distance calling card service offered exclusively from PRONTO! or PRONTO!'s Wholesale Distributor's retail outlets. Service is available twenty-four (24) hours a day, seven (7) days per week. Calls are placed by dialing an 800 access number to obtain access to PRONTO!'s network where the Caller enters his or her personal identification number.

Callers wishing to recharge their cards may do so by entering a valid commercial credit card number. As the balance on the cards approaches zero, the callers are so advised and may elect to recharge and continue the call.

The following types of calls cannot be completed with Private Label Prepaid Calling Cards: (1) calls to 700, 800, 888, 900, 950 and 976 numbers, and (2) Operator assisted calls at a surcharge. However, assistance with call completion will be

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Telecommunications Service

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Description of Service, continued

provided by customer service personnel at no charge to the Customer if the Customer encounters difficulty in completing a call.

- 3.4.3. PRONTO! Collectible Prepaid Calling Cards. A prepaid calling card service whereby an additional fee may be incurred by the Customer because the card itself has value distinct from the value of the underlying telecommunications service. These instances occur where the card is specially printed to depict a picture of licensed property or where the materials used in production of the card have independent value. Billing for this service in sixty second increments with whole minute rounding.

The following types of calls cannot be completed with PRONTO! Collectible Prepaid Calling Cards: (1) calls to 700, 800, 888, 900, 950 and 976 numbers, and (2) Operator assisted calls at a surcharge. However, assistance with call completion will be provided by customer service personnel at no charge to the Customer if the Customer encounters difficulty in completing a call.

3.5. Enhanced Services

PRONTO! may make available enhanced services, including, but not limited to speed dialing, fax to speech, E-mail to fax, voice and fax mailboxes, fax broadcast and capabilities of recovery, storage and forwarding, E-mail in both audio and video form.

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**SECTION 4 RATES AND CHARGES****4.1. PRONTO! Debit Card**

Intrastate prepaid debit card service  
Billing in 60-second Increments  
Whole minute rounding

PRONTO! will enter into agreements with its Customers, retailers or other distributors of PRONTO! Prepaid Long Distance Calling Cards to discount the price of cards purchased by a particular retailer or other distributor in order to induce the retailer or other distributor to offer the cards to Customers.

PRONTO! may also enter special arrangements with certain Customers who purchase cards directly from PRONTO!. Discounts on direct purchases will apply to intrastate rates.

**4.1.1. Maximum PRONTO! Debit Card Rates**

<u>Rate Mileage</u>	<u>Rate</u>
First Minute	\$1.00
Each Add'l Minute	\$0.16

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Rates and Charges, continued4.2. Special Rates For the Handicapped

PRONTO!'s original certificate and tariff do not request authority to offer services to "residential Customers." Accordingly, the following "Special Rates For The Handicapped" do not apply to PRONTO!'s original certificate and tariff. If, however, PRONTO! should amend its certificate and tariff and thereby receive authority to provide services to "residential Customers," the following "Special Rates For The Handicapped" shall apply.

4.2.1. 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.

4.2.2. 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.

4.2.3. 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 card surcharge.

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Rates and Charges, continued4.3. Private Label Prepaid Calling Card

Private Label Intrastate Calling card service  
Billing in 60-second Increments,  
Whole Minute Rounding  
Deductions for use on a per unit basis

4.3.1. Rates

Private Label Prepaid Calling Card rates are available in various denominations at the suggested retail rate set forth below.

<u>Product</u>	<u>First Minute</u>	<u>Each Additional Minute</u>
PL I	\$0.59	\$0.09
PL II	\$0.39	\$0.14
PL III	\$0.42	\$0.17

4.4. Promotional Standard or Private Label Cards

Promotional Private Label Cards are customized standard or cobranded prepaid calling cards sold to Customers for numerous purposes, including without limitation, giving away such cards in connection with the promotion of a particular product or service, building goodwill, or fundraising for nonprofit organizations. Prices charged to manufacturers for promotional cards are determined by: purchase volume; the types of enhanced services included, if any; historical usage patterns of Customers; receiving promotional or Private Label Cards; the number of minutes per card; and the cost involved in the customizing process.

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Rates and Charges, continued4.5. PRONTO! Collectible Prepaid Calling Cards

Collectible Prepaid Calling Card services  
Billing in 60-second increments  
Whole Minute Rounding

Suggested retail rate per minute                      \$1.00

4.6. Additional Charges

4.6.1. PRONTO! will assess 3 minutes or units on PRONTO Prepaid Calling Cards for all "555" directory assistance calls.

4.6.2. PRONTO! reserves the right to charge an additional 2 minutes or units for completed calls on PRONTO Prepaid Calling Cards for pay phone service charges pursuant to the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996.

4.7. Promotional Offerings

PRONTO! may from time to time offer special promotional discounts to promote use of its Debit Card products. These offerings may be limited to certain dates, times, and locations and may take the form of manufacturer's rebates, cash refunds, free calling cards or other premium incentive merchandise.

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