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A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

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September 9, 1998

**BY FEDERAL EXPRESS**

Ms. Blanca Bayó  
Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

981107-TI

**Re: Application of CendantCom, Inc. to Provide Interexchange Services**

Dear Ms. Bayó:

Enclosed for filing with the Florida Public Service Commission in connection with the above-referenced application please find an original and 6 copies of the proposed resold interexchange services tariff of CendantCom, Inc. Please also find enclosed a duplicate of this filing and a postage-prepaid, self-addressed envelope. Kindly date-stamp the duplicate upon receipt and return it in the envelope provided.

Please do not hesitate to contact me if you have any questions concerning this

- ACK \_\_\_\_\_
- AFA   I
- APP \_\_\_\_\_ filing.
- CAF \_\_\_\_\_
- CMU   I
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG   I
- LIN \_\_\_\_\_ Enclosure
- OPC \_\_\_\_\_
- RCH \_\_\_\_\_
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Very truly yours,  
*[Signature]*  
Rebekah J. Kinnett

DOCUMENT NUMBER-DATE

09898 SEP 10 98

FPSC-RECORDS/REPORTING

ORIGINAL

**CendantCom, Inc.**

Florida P.S.C. Tariff No. 1  
Original Title Sheet No. 1

**CendantCom, Inc.**

707 Summer Street  
Stamford, Connecticut 06901

**RESOLD INTEREXCHANGE SERVICES TARIFF**

This tariff contains the description, regulations, and rates for telecommunications service and facilities provided by CendantCom, Inc. with principal offices at 707 Summer Street, Stamford, Connecticut 06901. This tariff applies for service 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 regulatory office in Austin, Texas.

Issued: September 10, 1998

Effective:

By: Peter Taktikos  
Vice President  
CendantCom, Inc.  
707 Summer Street  
Stamford, Connecticut 06901

DC01/KINNR/61386.1

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09898 SEP 10 98  
FPSC-RECORDS/REPORTING

# CendantCom, Inc.

Florida P.S.C. Tariff No. 1  
Original Sheet No. 2

## CHECK SHEET

The sheets listed below, which are 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 indicated below.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	15	Original
2	Original	16	Original
3	Original	17	Original
4	Original	18	Original
5	Original	19	Original
6	Original	20	Original
7	Original	21	Original
8	Original	22	Original
9	Original	23	Original
10	Original	24	Original
11	Original	25	Original
12	Original	26	Original
13	Original	27	Original
14	Original		

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# CendantCom, Inc.

Florida P.S.C. Tariff No. 1  
Original Sheet No. 3

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## SYMBOLS

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

- (D) Delete or discontinue
- (I) Increase in rate.
- (M) Moved from another tariff location.
- (N) New rate or regulation.
- (R) Reduction in rate.
- (T) Change in text or regulation but no change in rate or charge.

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## TARIFF FORMAT

- A. **Sheet Numbering** - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).(1)
- D. **Check Sheet** - When a tariff is filed with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the tariff pages, 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. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

### 1.1 Definitions

**Busy Hour** - The two consecutive half hours during which the greatest volume of traffic is handled.

**Call** - A completed connection between the Calling and Called station.

**Calling Station** - The telephone number from which a Call originates.

**Called Station** - The telephone number called.

**Commission** - The Florida Public Service Commission.

**Company or Carrier** - CendantCom, Inc., unless specifically stated otherwise.

**Customer** - A person, firm, corporation, partnership or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

**Day** - The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

**Disconnect** - To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

**Evening** - The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the call is originated.

**Incomplete** - Any Call where voice transmission between the Calling and Called station is not established.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

### 1.1 Definitions (cont'd)

**Holiday** - For the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**Message** - A completed telephone call by a Customer or User.

**Normal Business Hours** - The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

**Premises** - The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

**Rate** - Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

**Terminal Equipment** - Telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically, or inductively to the telecommunication system.

**User** - Customer.

### 1.2 Abbreviations

**PBX** - Private Branch Exchange

**V&H** - Vertical and Horizontal Coordinates

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# CendantCom, Inc.

Florida P.S.C. Tariff No. 1  
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## SECTION 2 – RULES AND REGULATIONS

### 2.1 Undertaking of the Company

- 2.1.1 The Company provides long distance message telecommunications service to Customers for the direct transmission of voice, data and other types of telecommunications.
- 2.1.2 Communications originate when the Customer accesses the Company directly or through the facilities of another carrier via one or more access lines, equal access or on a dial-up basis. 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 the Company's network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.3 The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.

### 2.2 Use and Availability of Service

- 2.2.1 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.2.2 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.3 The Company's services may be denied for nonpayment of charges or for other violations of the terms and conditions set forth in this tariff.
- 2.2.4 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.

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## SECTION 2 – RULES AND REGULATIONS (cont'd)

### 2.2 Use and Availability of Service (cont'd)

- 2.2.5 Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.6 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.7 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.

### 2.3 Limitation of Liability

- 2.3.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.3.2 The Company is not liable to Users for interruptions in service except as set forth in Section 2.5 of this tariff.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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# CendantCom, Inc.

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## SECTION 2 – RULES AND REGULATIONS (cont'd)

### 2.3 Limitation of Liability (cont'd)

- 2.3.4 The Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:
- 2.3.4.A Any act or omission of: (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
  - 2.3.4.B Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, war, riots, government authorities or causes beyond the Company's control;
  - 2.3.4.C Any unlawful or unauthorized use of the Company's facilities and services;
  - 2.3.4.D Libel, slander or infringement of copyright arising directly or indirectly from the material transmitted over facilities provided by the Company;
  - 2.3.4.E Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;
  - 2.3.4.F Claims arising out of any act or omission of the User in connection with service provided by the Company.
  - 2.3.4.G Breach in the privacy or security of communications transmitted over the Company's facilities;

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## SECTION 2 – RULES AND REGULATIONS (cont'd)

### 2.3 Limitation of Liability (cont'd)

- 2.3.4.H Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer.
- 2.3.4.I Defacement of or damage to the Customer's Premises or personal property resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof.
- 2.3.4.J Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
- 2.3.4.K Any noncompleted calls due to network busy conditions; and
- 2.3.4.L Any calls not actually attempted to be completed during any period that service is unavailable.
- 2.3.5 The User shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against claims set forth in Section 2.3.4.
- 2.3.6 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities that are used to provide service to the User, even if the Company has acted as the User's agent in arranging for such facilities or services.

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## SECTION 2 – RULES AND REGULATIONS (cont'd)

### 2.3 Limitation of Liability (cont'd)

- 2.3.7 Any claim against the Company shall be deemed waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.8 The Company makes no express representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the User should not rely on any such statement.
- 2.3.9 Any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred.

### 2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided to the Customer or made available by the Customer to another User. The Customer is also responsible for the payment of charges for all calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.

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## SECTION 2 – RULES AND REGULATIONS (cont'd)

### 2.4 Responsibilities of the Customer (cont'd)

- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provisioning of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- 2.4.6 The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.
- 2.4.7 The Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such actions.

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## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.5 Allowances for Interruptions in Service

#### 2.5.1 General

- 2.5.1.A A service is interrupted when it becomes unusable to the User, e.g., the User is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- 2.5.1.B An interruption period begins when the User reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.5.1.C If the User reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the Company to be impaired.

#### 2.5.2 Limitations on Allowances

- 2.5.2.A No credit allowance will be made for any interruption of service:
  - 2.5.2.A.1 due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than the Company, including but not limited to the Customer or other Common Carriers connected to the service of the Company;
  - 2.5.2.A.2 due to the failure of power, equipment, systems or services not provided by the Company;

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## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.5 Allowances for Interruptions in Service (Cont'd)

#### 2.5.2 Limitations on Allowances (Cont'd)

- 2.5.2.A.3 due to circumstances or causes beyond the control of the Company;
- 2.5.2.A.4 during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;
- 2.5.2.A.5 during any period in which the User continues to use the service on an impaired basis;
- 2.5.2.A.6 during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.5.2.A.7 that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.5.2.A.8 that was not reported to the Company within thirty (30) days of the date that service was affected.

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## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.5 Allowances for Interruptions in Service (Cont'd)

#### 2.5.3 Application of Credits for Interrupted Services

- 2.5.3.A At the Customer's request, a credit allowance for a continuous interruption of service for more than twenty-four (24) hours will be made in an amount determined by the Company on a case-by-case basis.
- 2.5.3.B Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
- 2.5.3.C In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.
- 2.5.3.D When an interruption exceeds twenty-four (24) hours, the length of the interruption will be measured in twenty-four (24) hour days. A fraction of a day consisting of less than twelve (12) hours will not be credited and a period of twelve (12) hours or more will be considered an additional day.
- 2.5.3.E A credit allowance will not be given for interruptions caused by the negligence or willful act of the User or interruptions caused by failure of equipment or service not provided by the Company.

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Florida P.S.C. Tariff No. 1  
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## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.6 Payment of Charges

- 2.6.1 The Customer is responsible for payment of all charges for service furnished to the User.
- 2.6.2 The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month.
- 2.6.3 The Company reserves the right to assess a fee for any check in the amount of \$25.00 or other negotiable instrument returned to the Company for any reason.
- 2.6.4 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately 30 days in length.
- 2.6.5 Customers must notify the Company in writing of any disputed charges within thirty (30) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Customer does not have to pay disputed charges while the Company conducts its investigation into the matter.

### 2.7 Deposits

The Company will not require deposits from Customers.

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## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.8 Contested Charges

All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company no more than thirty (30) days after such bills are rendered. In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may take the following course of action:

- 2.8.1 First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)
- 2.8.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Florida Public Service Commission. The address of the Commission is:

Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0864

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## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.9 Billing Entity Conditions

When billing functions on behalf of the Company are performed by the local exchange telephone company, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

### 2.10 Taxes

All federal excise taxes, and state and local sales, use and similar taxes are billed as separate items and are not included in the quoted rates.

### 2.11 Incomplete Call/Wrong Number

The Company will not knowingly charge for Incomplete Calls or wrong numbers. Upon the Customer's request and proper verification, the Company shall promptly adjust or credit the Customer's account for charges or payments for any unanswered call inadvertently billed due to the unavailability of Feature Group D or due to another carrier's failure to provide answer supervision. Where answer supervision is not available, any Call for which the duration exceeds one (1) minute shall be presumed to have been answered.

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## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.12 Directory Assistance

The Company does not provide directory assistance.

### 2.13 Operator Services

The Company does not provide operator services. All operator assisted calls, including collect calls, calling cards, credit card calls, person-to-person calls, third party calls, and other related operator services will be routed to the Company's underlying carrier.

### 2.14 Termination of Services

2.14.1 A Customer may terminate service, with or without cause, by giving the Company notice. The Company may terminate service with cause by giving the Customer five (5) days' written notice.

2.14.2 The Customer is responsible for all charges incurred to the Access Number regardless of which party terminates the service. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in collecting such charges.

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CendantCom, Inc.  
707 Summer Street  
Stamford, Connecticut 06901

# CendantCom, Inc.

Florida P.S.C. Tariff No. 1  
Original Sheet No. 21

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## SECTION 3 – DESCRIPTION OF SERVICE

### 3.1 Timing of Calls

- 3.1.1 The Customer's monthly usage charges for the Company service are based upon the total number of minutes the Customer uses and the service options to which the Customer subscribes. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when the either party hangs up. If the called station hangs up but the calling station does not, chargeable time ends when the connection is released by automatic timing equipment within the telecommunications network.
- 3.1.2 No charges apply if a call is not completed.
- 3.1.3 The minimum call duration for billing purposes is 1 minute for a connected call and calls beyond 1 minute are billed in 1 minute increments.
- 3.1.4 Billing will be rounded up to the nearest penny for each call.

### 3.2 Start of Billing

For billing purposes, the start of service is the day following acceptance by the Customer of the Company'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 the Company of notification of cancellation as described in Section 2 of this tariff.

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## **SECTION 3 DESCRIPTION OF SERVICE (cont'd)**

### **3.3 Interconnection**

- 3.3.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the Company. Service technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other carriers. Any special interface equipment of the Company and other participating carriers shall be provided at the Customer's expense.
- 3.3.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for inter connecting its Customer-provided terminal equipment or communications systems with the Company's. The Customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

### **3.4 Terminal Equipment**

- 3.4.1 The Company's service may be used with or terminated in Customer provided terminal equipment or Customer provided communication systems, such as teleprinter, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at its Premises, including Customer personnel, wiring, electrical power, and the like incurred in its use of the Company's service.
- 3.4.2 The Customer shall ensure that its terminal facilities are of the proper mode, band-width, power, data, speed, and signal level for the intended use of the Customer, and that the signals do not damage the Company's equipment, injure personnel or degrade service to other Customers.

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## SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

### 3.5 Calculation of Distance

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

### 3.6 Minimum Call Completion Rate

The Customer can expect a call completion rate of 99% per 100 calls attempted during peak use periods for all Feature Group D (1+) services. The Company will engineer its switching systems on the basis that ninety-nine percent (99%) of the Customers accessing their system will be served during the Busy Hour.

### 3.7 Special Service Arrangements

Special Service Arrangement charges will be based on the estimated cost of furnishing such services including the cost of operating and maintaining such a service, the cost of equipment and materials used in providing such a service, the cost of installation including engineering, labor supervision, transportation, and the cost of any other specific item associated with the particular Special Service Arrangement request.

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## SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

### 3.8 Service Offerings

The Company offers outbound direct dial service and Travel Card Service. The Customer's total monthly use of the Company's service is charged at the applicable rates per minute set forth herein.

#### 3.8.1 Cendant Member Com Service

Cendant Member Com Service is a set of telecommunications services which allows individuals who are members or employees of participating trade associations, professional organizations, business entities, affiliated franchises, or buying groups not organized expressly for the purpose of qualifying to receive Cendant Member Com Service to take advantage of Cendant Member Com Services. Intrastate service is an add-on to interstate service. Cendant Member Com Services consist of the following:

- 3.8.1.A Outbound Casual Calling Service allows Customers to access the Company's network via an access code. Calls are billed in sixty (60) second increments with an initial period, for billing purposes, of sixty (60) seconds. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location.
- 3.8.1.B Travel Card Service is available to Customers for placing calls while away from home or office. Calls are originated by dialing a toll-free (e.g., 800 or 888) access number and personal identification number, followed by the terminating telephone number. Calls may originate from standard residential, business, hotel or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in sixty (60) second increments with a minimum call duration for billing purposes of sixty (60) seconds, and are not time of day sensitive. In addition to the per minute rate, a per call charge applies.

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## SECTION 3 – DESCRIPTION OF SERVICE (cont'd)

### 3.8 Service Offerings (cont'd)

#### 3.8.2 Directory Assistance

The Company does not offer Directory Assistance at this time.

#### 3.8.3 Operator Services

The Company does not provide operator services to Customers. Operator services are provided by the Company's underlying carrier.

#### 3.8.4 Discounts for Hearing and Speech Impaired Customers

##### 3.8.4.A 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.

##### 3.8.4.B Special Rates

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

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## SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

### 3.8 Service Offerings (cont'd)

#### 3.8.4 Discounts for Hearing and Speech Impaired Customers (cont'd)

##### 3.8.4.C 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 credit card surcharges.

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## SECTION 4 - RATES AND CHARGES

### 4.1 Cendant Member Com Service

#### 4.1.1 Outbound Casual Calling Service

Per minute rate: \$0.09

#### 4.1.2 Travel Card Service

Per minute rate: \$0.30  
Per call charges \$0.30

#### 4.1.3 Directory Assistance

The Company does not offer Directory Assistance at this time.

### 4.2 Promotions

Upon thirty (30) days prior written notice to the Commission, the Company may from time to time offer services or waive or vary service rates for promotional, market research or other similar business purposes. The varying rates will not exceed those in this tariff for the same services. These promotions will be approved by the Commission with specific starting and ending dates and under no circumstances run for longer than 90 days in any 12 month period.

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