

PCSi

A DIVISION OF



September 15, 1998

DEPOSIT

DATE

D009

SEP 18 1998

Florida Public Service Commission
Division of Administration, Room G-50
101 East Gaines Street
Tallahassee, Florida 32399-0850

981182-T1

RE: Application by Big Planet, Inc.

Dear Sir or Madam:

Please find enclosed an original and six (6) copies of Big Planet, Inc.'s application for authority to provide interexchange telecommunications service within the State of Florida.

Please date-stamp the attached copy of this letter and return it in the self-addressed stamped envelope. If I can be of any assistance, contact me at 817-281-4727. Thanks for your help.

Sincerely,
PCSi Consultant to Big Planet, Inc.

Dollie S. King
Consultant

Professional
Certification
Services
International

Information for toll-free
numbers just got a new
number™
1-800-555-1414

500 GRAPEVINE HWY
SUITE 300
HURST, TEXAS 76054
TEL. (817) 281-4727
FAX. (817) 281-4827
<http://www.turn4com.com>

Check received with filing and
forwarded to Fiscal for deposit.
Fiscal to forward a copy of check
to RAR with proof of deposit.

Initials of person who forwarded check:

A.J.

98 SEP 18 11 02 AM
MAILING ROOM

DOCUMENT NUMBER-DATE

10298 SEP 18 98

FPSC-RECORDS/REPORTING

Re: Application for certificate to provide interexchange telecommunications service by Big Planet of Utah, Inc.

This is to certify that Big Planet of Utah, Inc. ("BP") has adequate capital to provide the services it proposes within the state of Florida. As a switchless reseller, BP does not require large sources of capital for construction and maintenance of a telecommunications network. As such, BP operates with relatively low overhead.

Respectfully submitted this 27 day of August 1998



Michael Anderson - Vice President

PCSi

A DIVISION OF



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1-800-555-1414

500 GRAPEVINE HWY., SUITE 300
HURST, TEXAS 76054



**PCSi
Attn: Dollie King
500 Grapevine Hwy Suite 300
Hurst, Texas 76054**

*Return
Copy*



September 15, 1998

Florida Public Service Commission
Division of Administration, Room G-50
101 East Gaines Street
Tallahassee, Florida 32399-0850

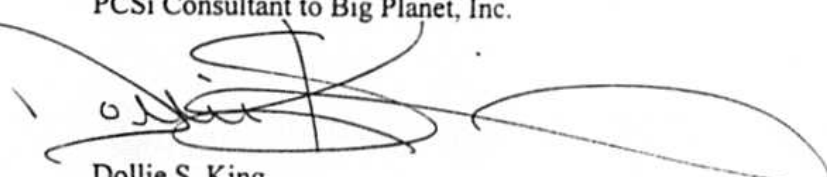
RE: Application by Big Planet, Inc.

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DOCUMENT NUMBER-DATE
10298 SEP 18 98
FPSC-RECORDS/REPORTING

1. This is an application for (check one) :

- Original Authority** (New Company).
- Approval of Transfer** (To another certificated company).
- Approval of Assignment of existing certificate** (To a noncertificated company).
- Approval for transfer of control** (To another certificated company).

2. Select what type of business your company will be conducting (check all that apply):

- Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customers for services used
- Switchless Rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.

3. Name of corporation, partnership, cooperative, joint venture or sole proprietorship:

Big Planet, Inc.

4. Name under which applicant will do business (fictitious name, etc.):

Big Planet of Utah, Inc.

5. National address (including street name & number, post office box, city state and zip code):

*75 West Center Street
Provo, Utah 84601*

6. Florida address (including street name & number, post office box, city state and zip code):

N/A

7. Structure of organization;

- Individual Corporation
 Foreign Corporation Foreign Partnership
 General Partnership Limited Partnership
 Other, _____

8. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.

(a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169 FS), if applicable.

(b) Indicate if the individual or any of the partners have previously been:

(1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.

(2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

9. If incorporated, please give:

(a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

See proof attached

Corporate charter number: F98000001446

(b) Name and address of the company's Florida registered agent. *Corporation Service Company*

1201 Hays Street, Suite 105, Tallahassee, Florida 32301

(c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

See proof attached

Fictitious name registration number: W98000003579

(d) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.

No.

(2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes give name of company and relationship. If no longer associated with company, give reason why not. *No.*

10. Who will serve as liaison with the Commission in regard to (please give name, title, address and telephone number) :

(a) The application;

*Andrew Kang, Regulatory Counsel
PCSi
500 Grapevine Highway, Ste 300
Hurst, Texas 76054-2707
(817) 281-4727*

*Swidler & Berlin
Joel deJesus & Tony S. Lee
3000 K Street, N.W. Ste 300
Washington, D.C. 20007-5116
(202) 424-7500*

(b) Official point of Contact for the ongoing operations of the company;

*Michael Anderson, Vice President
75 West Center Street
Provo, Utah 84601
(801)345-1204*

At this time, the Applicant does not offer any wholesale services. Applicant may in the future expand Feature Group D into the State, and in such case, may offer wholesale services, and as such would amend and update its tariff as applicable.

13. Do you have a marketing program?

Yes.

14. Will your marketing program:

- Pay commissions?
 Offer sales franchises?
 Offer multi-level sales incentives?
 Offer other sales incentives?

15. Explain any of the offers checked in question 14 (To whom, what amount, type of franchise, etc.).

Not applicable.

16. Who will receive the bills for your service (Check all that apply)?

- | | |
|--|---|
| <input checked="" type="checkbox"/> Residential customers. | <input checked="" type="checkbox"/> Business customers. |
| <input type="checkbox"/> PATS providers. | <input type="checkbox"/> PATS station end-users. |
| <input type="checkbox"/> Hotels & motels. | <input type="checkbox"/> Hotel & motel guests. |
| <input type="checkbox"/> Universities. | <input type="checkbox"/> Univ. dormitory residents. |
| <input type="checkbox"/> Other: (specify) _____. | |

17. Please provide the following (if applicable) :

- (a) Will the name of your company appear on the bill for your services, and if not who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?

Yes.

- (b) Name and address of the firm who will bill for your service

Company will provide in-house billing.

18. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications service in Florida.
- A. Financial capability. *see attached financial statements.*
 - B. Managerial capability. *see attached management profiles.*
 - C. Technical capability. *see attached management profiles.*

19. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

See attached proposed tariff.

20. The applicant will provide the following interexchange carrier services (Check all that apply) :

 MTS with distance sensitive per minute rates

- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

 MTS with route specific rates per minute

- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

 MTS with statewide flat rates per minute (i.e. not distance sensitive)

- Method of access is FGA
- Method of access is FGB
- X** Method of access is FGD
- X** Method of access is 800

 MTS for pay telephone service providers

 Block-of-time calling plan (Reach out Florida, Ring America, etc.).

 X 800 Service (Toll free)

WATS type service (Bulk or volume discount)

Method of access is via dedicated facilities

Method of access is via switched facilities

Private Line services (Channel Services)

(For ex. 1.544 mbs, DS-3, etc.)

Travel Service

Method of access is 950

Method of access is 800

900 service

Operator Services

Available to presubscribed customers

Available to non presubscribed customers (for example to patrons of hotels, students in universities, patients in hospitals.)

Available to inmates

Services included are:

Station assistance

Person to Person assistance

Operator verify and interrupt

Conference Calling

21. What does the end user dial for each of the interexchange carrier services that were checked in services included (above).

End user dials 1+ area code + phone number to access the network, or 0+ area code + phone number. For travel cards the end user dials an 800 number and an access code for call completion.

22. **Other:**

ATTACHMENTS:

A - CERTIFICATE TRANSFER STATEMENT

B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

C - INTRASTATE NETWORK

APPLICANT ACKNOWLEDGMENT STATEMENT

D - FLORIDA TELEPHONE EXCHANGES and EAS ROUTES

E - GLOSSARY

FORM PSC / CMU 31 (11/91)

**** APPENDIX B ****

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be responded to in one of the following ways (applicant please check one) :

- (X) **The applicant will not collect deposits nor will it collect payments for service more than one month in advance.**

- () **The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)**

UTILITY OFFICIAL:



Signature

8/27/99
Date

Michael Anderson

Vice President

Title

(801)345-1204
Telephone No.

**** APPENDIX C ****

INTRASTATE NETWORK

1. **POP:** Addresses where located, and indicate if owned or leased.

1) 2)

3) 4)

N/A Company is a non-facilities based carrier.

2. **SWITCHES:** Addresses where located, by type of switch, and indicate if owned or leased.

1) 2)

3) 4)

N/A Company is a non-facilities based carrier

3. **TRANSMISSION FACILITIES:** Pop-to-Pop facilities by type of facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

1) POP-TO-POP TYPE OWNERSHIP

2)

N/A Company is a non-facilities based carrier.

4. **ORIGINATING SERVICE:** Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate (Appendix D).

Entire State of Florida

5. **TRAFFIC RESTRICTIONS:** Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471 (4) (a) (copy enclosed)

Applicant will comply with Commission Rule 25-24.471 (4) (a). IntraLATA toll service will be provided only to end users with whom Applicant has a prior or ongoing relationship or who dial the appropriate access code.

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has () or has not (X) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:

- a) What services have been provided and when did these services begin?

N/A

- b) If the services are not currently offered, when were they discontinued?

N/A

UTILITY OFFICIAL:



Signature

8/27/98

Date

Michael Anderson

Vice President

Title


(801)345-1204

Telephone No.

**** APPLICANT ACKNOWLEDGMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding AAV service.
6. **ACCURACY OF APPLICATION:** By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement. Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree.

UTILITY OFFICIAL:

_____ Signature		_____ Date
Michael Anderson		

Vice President		(801)345-1204
Title		Telephone No.

BIG PLANET OF UTAH, INC.

**LETTER OF AUTHORITY
&
FICTITIOUS NAME STATUS**

from the

Florida Secretary of State



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

March 13, 1998

PCSI
DANA HOYLE
5000 GRAPEVINE HWY., #300
HURST, TX 76054-2707

Qualification documents for BIG PLANET, INC. doing business in Florida as BIG PLANET OF UTAH, INC. were filed on March 13, 1998 and assigned document number F98000001446. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 487-6091, the Foreign Qualification/Tax Lien Section.

Freta Lott
Corporate Specialist Supervisor
Division of Corporations

Letter Number: 398A00013761

RESOLUTION OF BOARD OF DIRECTORS

(Please print or type)

I, the undersigned Richard W. King, do hereby certify
(Name)

that this Resolution of the Board of Directors of Big Planet, Inc.

(Corporate Name)

a corporation duly organized and existing under the laws of the State of Utah

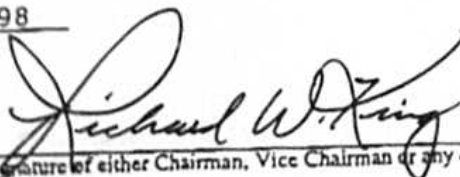
was duly adopted on March 2, 1998

Be it resolved, that Big Planet, Inc.
(Corporate Name)

organized and existing in the State of Utah, hereby adopts the name

Big Planet, Inc. dba Big Planet of Utah, Inc. for use in Florida

Dated: March 3, 1998


Signature of either Chairman, Vice Chairman or any officer

Richard W. King, President
Type or print name

BIG PLANET OF UTAH, INC.

LIST OF APPROVED AND PENDING STATES

Big Planet of Utah has applied for service in the following States:

Alabama	Alaska	Arkansas
Connecticut	Delaware	Illinois
Indiana	Kentucky	Maryland
Massachusetts	Michigan	Minnesota
Missouri	Montana	Nevada
New Jersey	Ohio	Oklahoma
Pennsylvania	South Carolina	South Dakota
Utah	Vermont	Washington

Big Planet of Utah has been approved in the following States:

Arkansas	Colorado	Iowa
Montana	Nebraska	Oiho

BIG PLANET OF UTAH, INC.

PROJECTED FINANCIAL STATEMENTS

BIG PLANET, Inc.
5 Year Projections
June 1998

	FY98	FY99	FY00	FY01	FY02
STATEMENT OF INCOME					
Revenues:					
Internet/Communication Services	9,640,236	94,215,452	234,050,782	359,104,039	486,074,840
Long Distance Services	5,373,867	71,844,078	171,517,833	269,108,121	365,567,539
Setup Fees	2,878,928	11,745,582	14,194,694	16,262,467	21,809,377
Equipment Fees	11,038,632	40,042,550	46,640,474	53,014,735	70,282,469
Total revenues	\$28,931,663	217,847,662	466,503,784	697,489,361	943,534,224
Cost of Revenues:					
Internet/Communication Services	5,686,845	58,174,744	146,242,675	224,778,932	304,452,049
Long Distance Services	3,629,247	48,659,645	116,459,126	182,876,054	248,523,527
Setup Fees	2,509,480	11,675,557	14,705,656	17,181,878	22,959,046
Equipment Fees	6,495,452	21,851,903	25,015,576	28,093,298	37,111,609
Customer Support	0	3,267,715	6,997,557	10,462,340	14,153,013
Merchant Fees	433,975	3,267,715	6,997,557	10,462,340	14,153,013
Representative Commissions	5,090,930	35,200,863	71,934,080	105,798,160	142,891,926
Total cost of revenues	23,845,929	182,098,141	386,352,227	579,653,002	784,244,183
Gross Margin	5,086,734	35,749,521	78,151,556	117,836,359	159,290,042
Operating Expenses:					
Total operating expenses	17,068,135	26,345,865	32,300,413	39,063,659	47,156,570
Operating Income (loss)	(11,982,401)	9,403,656	45,851,144	78,747,700	112,133,471
Other Income (expenses):					
	(1,530,671)	(4,818,496)	(7,076,373)	(6,058,355)	(2,384,593)
Income (loss) before income taxes	(13,513,072)	4,585,160	38,774,771	72,689,345	109,748,878
Provision for income taxes	0	0	11,938,744	29,075,738	43,899,551
Net Income (loss)	(\$13,513,072)	\$4,585,160	\$26,836,027	\$43,613,607	\$65,849,327

Confidential Information

BIG PLANET, Inc.
5 Year Projections
June 1998

	<i>FY98</i>	<i>FY99</i>	<i>FY00</i>	<i>FY01</i>	<i>FY02</i>
BALANCE SHEET					
Current assets:					
Cash investments	950	5,740,498	36,720,879	88,572,051	156,273,747
Trade accounts receivables	3,603,388	13,566,029	22,994,889	33,723,904	43,983,115
Total current assets	3,604,338	19,306,527	59,715,768	120,295,955	200,256,862
Fixed assets	10,278,095	17,732,591	28,760,517	37,133,618	47,137,849
Accumulated depreciation	(1,597,266)	(6,455,393)	(14,578,209)	(23,968,880)	(33,155,765)
Total fixed assets:	8,680,829	11,277,198	14,182,308	13,164,738	13,982,084
Total other assets	88,336	78,340	68,344	58,348	48,352
Total assets	\$12,373,503	\$30,662,065	\$73,966,420	\$133,519,041	\$214,287,298
Current Liabilities					
Trade accounts payable	\$3,549,299	\$14,192,464	\$25,586,669	\$37,036,546	\$48,861,823
Accrued payroll	224,566	284,804	361,200	458,089	580,967
Income taxes payable	0	0	4,997,726	8,789,974	12,360,749
Total current liabilities	3,773,865	14,477,267	30,945,595	46,884,609	61,803,539
Common stock	0	0	0	0	0
Paid in capital	22,500,000	25,500,000	25,500,000	25,500,000	25,500,000
Retained earnings (deficit)	(13,900,362)	(9,315,201)	17,520,826	61,134,433	126,983,759
Total stockholders' equity	8,599,638	16,184,799	43,020,826	86,634,433	152,483,759
Total liabilities and equity	\$12,373,503	\$30,662,066	\$73,966,421	\$133,519,041	\$214,287,299

Confidential Information

10

BIGPLNT-All Accounts

7/23/98

Profit & Loss Statement
1/1/97 Through 12/31/97

Page 1

Category Description	1/1/97- 12/31/97
INCOME	
Internet Access	4,996
TOTAL INCOME	4,996
EXPENSES	
Cost of Goods	6,000
Depreciation	7,564
Labor Costs	384,894
Occupancy Costs	28,785
Other Exp	3,697
Profession Fee	5,201
Promotional Exp	2,061
Travel	27,223
Uncategorized Expens...	0
TOTAL EXPENSES	465,425
TOTAL INCOME - EXPEN...	-460,429

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BIGPLNT-AI Accounts

7/23/98

Balance Sheet
(Includes unrealized gains)
As of 12/31/97

Page 1

Acct	12/31/97 Balance
ASSETS	
Cash and Bank Accounts	
Bank One Checking-Operating	0
TOTAL Cash and Bank Accounts	0
<i>Other Assets</i>	
Accum Depreciation	-7,564
Computer Equipment	131,794
Computer Software	10,493
Customer List	50,000
Customer Receivable	4,996
Interco Receivable	-242,287
Prepaid Expense	50,000
Receivable from Owners	4,515,139
Trade Name	50,000
TOTAL Other Assets	4,562,571
TOTAL ASSETS	4,562,571
LIABILITIES & EQUITY	
LIABILITIES	
<i>Other Liabilities</i>	
Accrued Liability	23,000
Capital Contribution	5,000,000
TOTAL Other Liabilities	5,023,000
TOTAL LIABILITIES	5,023,000
EQUITY	-460,429
TOTAL LIABILITIES & EQUITY	4,562,571

Income Statement

Period: 5 Year: 1991
 Company Code: 1005-1005
 Date of Report: 07/23/1991
 Current Month: 1 Prior Month: 1 Year To Date: 1 Previous Year: 1

ACCOUNT NAME	CURRENT MONTH	1	107,709	69	3,147,348	90
Sales - Product	2,029,639	92	107,709	69	3,147,348	90
Sales - Sales Aids	211,619	6	136,165	21	147,984	9
Sales - Other	8,924		8,924		8,924	
Returns	1,625-		116-		1,741-	
REVENUES	2,218,547	100	443,599	100	3,702,586	100
COGS - Product	776,762-	24-	12,436	3	809,419-	22-
COGS - Sales Aids	122,050-	6-	95,126-	21-	287,184-	8-
COGS - Other	90,960	3	41,497-	9-	49,464	1
COGS - Duties						
COST OF GOODS SOLD	877,662-	27-	124,164-	26-	1,047,139-	28-
GROSS MARGIN	2,386,685	72	219,794	72	2,655,266	72
Distributor Commissions	1,486,108-	46-	348,455-	78-	1,844,562-	50-
Labor	618,993-	18-	463,444-	104-	1,886,473-	51-
Occupancy	288,826-	11-	223,498-	51-	921,360-	25-
Depreciate / Management	88,857-	3-	63,814-	14-	258,717-	10-
Promotion	6,259-		88,820-	19-	229,289-	6-
Professional Fees	211,789-	20-	162,710-	37-	391,524-	27-
Travel	5,433-		5,466-	1-	55,844-	2-
Other Expenses	123,744-	5-	28,822-	6-	242,210-	7-
Selling, General and Admin.	1,550,380-	48-	1,029,766-	234-	4,480,167-	126-
OPERATING EXPENSES	1,956,488-	84-	1,788,231-	213-	6,324,929-	176-
Other Income / Expenses					15,975-	
OTHER INC/EXP/TAX					15,975-	
INCOME BEFORE TAXES	675,802-	21-	1,668,426-	241-	2,885,518-	105-
NET INCOME	675,802-	21-	1,668,426-	241-	2,885,518-	105-

Balance Sheet
 Period: 5 Year: 1998
 Company Code: 1005-1005
 Date of Report: 07/23/1998
 Current Month Prior Month Prior Year

ACCOUNT NAME, BALANCE SHEET	CURRENT MONTH	PRIOR MONTH	PRIOR YEAR
* Cash Accounts	86,724-	88,373	
* Accounts Receivable - Trade	572,818	97,893	
* Accounts Receivable - Related	942,977	2,722,725	
* Accounts Receivable - Other	837		
* Inventories, Net	643,278	286,433	
** Current Assets	2,073,286	2,183,424	
* Computers & Software	2,392,603	2,291,341	
** Fixed Assets	1,392,603	2,291,341	
** Accumulated Depreciation	251,043-	139,975-	
** Other Assets	362,476	322,509	
*** Total Assets	5,577,322	5,642,599	
* Accounts Payable Trade	960,325-	163,377-	
* Accrued Payables	1,177,868-	354,642-	
* Accounts Payable Related	688,979-	104,029-	
* Notes Payables	733,377-	733,377-	
* Other Payables	1,199,397-	2,793,698-	
** Current Liabilities	4,760,046-	4,349,820-	
* Capital Stock	3,163,243-	3,163,243-	
* Retained Earnings	460,429	460,429	
* Current Earnings	3,885,538	3,209,738	
** Stockholders Equity	817,376-	1,493,078-	
*** Total Liabilities &	5,577,322-	5,642,599-	

BIG PLANET OF UTAH, INC.

MANAGEMENT PROFILES

Management

Each member of the BIG PLANET management team, well-tenured in the communications and high-technology industry, are results-oriented managers with a proven track record in meeting revenue objectives in organizations such as Novell, AT&T, MCI, Word Perfect, Microsoft and Merrill Lynch. Collectively, they possess the ability, through their strong ties and team chemistry, to develop and execute the product and marketing campaigns. They also have the knowledge and insight to develop the systems necessary to carry out the customer centric model.

To ensure execution, support, and tracking of this mission, the Company is committed to recruiting exceptional management and employee teams enthusiastic about our business model. Employee objectives and incentives will be directed toward 100% customer satisfaction, meeting forecasted expense to revenue ratios, and BIG PLANET's overall financial objectives.

Biography of Big Planet Executives

Richard King, President. Before joining Big Planet, Mr. King was the Executive Vice President at Novell, Inc. where he was responsible for the development and marketing of NetWare, the company's flagship product with revenues of over \$1.2 billion, and managed a group of over 1100 people. Mr. King spent over 11 years at Novell, the network software leader, in development and general management positions. He was also president and CEO of Night Technologies, a multi-media computer company focused on the recording, broadcast, and film markets. He has been in the computer industry for over 15 years. Mr. King has a BS in Computer Science from Brigham Young University.

Michael Anderson, Vice President of Products and Services. Mr. Anderson was the founder, chairman and CEO of Big Planet, the Portland, Oregon based Internet Service Provider that was acquired to start the new Big Planet. Before that, Mr. Anderson was Vice President of Product Development for GST Telecom, a major telecommunications firm, and had additional telecommunications experience at AT&T and MCI. Mr. Anderson holds a BA from the University of Washington and received additional training through the MBA program at the University of Portland.

Mark Calkins, Vice President of Marketing. Mr. Calkins was the General Manager for the business applications division at Novell, Inc. where he managed the second largest division in the company with revenues over \$500 million and over 500 people. Prior to that, Mr. Calkins held positions of Vice President of Marketing at both WordPerfect Corporation and Novell for a combined total of over 7 years. Mr. Calkins has been in the computer industry for over 21 years in

various sales and marketing positions. He holds a BA from Brigham Young University and an MBA from the University of Santa Clara in Silicon Valley.

Kevin Doman, Vice President of Business Development. Mr. Doman was integral in researching technology opportunities for Nu Skin leading up to the establishment of Big Planet. He spent the last seven years focused on telecommunications and wireless technologies with Honeywell Bull. Before that, Mr. Doman spent three years with Paine Webber on the trading floor of Wall Street. Mr. Doman has a BS from Brigham Young University and an MBA from New York University, with emphasis on international business and information technology.

BIG PLANET OF UTAH, INC.

PROPOSED TARIFF

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of services and facilities for telecommunications services provided by Big Planet of Utah, Inc., with principal offices at 75 West Center Street, Provo, Utah 84601. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission (FPSC), and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued : 9/15/98

Effective: _____

Issued By: Michael Anderson, Vice President
Big Planet of Utah, Inc.
75 West Center Street
Provo, Utah 84601

CHECK SHEET

Sheets 1 through 22 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	12	Original
2	Original	13	Original
3	Original	14	Original
4	Original	15	Original
5	Original	16	Original
6	Original	17	Original
7	Original	18	Original
8	Original	19	Original
9	Original	20	Original
10	Original	21	Original
11	Original	22	Original
		23	Original

Issued : 9/15/98

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EXPLANATION OF SYMBOLS

- 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

Issued : 9/15/98

Effective: _____

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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 revision on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are eight 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).1
 - 2.1.1.A.1.(a).1.(i).
- 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 this page if there are 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.

Issued : 9/15/98

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access - An arrangement which connects the calling customer's location to an interexchange switching center.

Access code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Authorized User - A user who is a customer, or a person authorized by a customer that uses the Company's Services. An Authorized User is responsible for compliance with this tariff.

Billed Party - The person or entity responsible for payment for use of the Company's Service(s).

Called Station - The termination point of a call (i.e., the called number).

Calling Station - The origination point of a call (i.e. the calling number).

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - A path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

Common Carrier - A company or entity providing telecommunications services to the public.

Company - Big Planet of Utah, Inc.

Credit Card Calls (Calling Card Calls) - A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a credit card, such as Visa or Master Card, or to a LEC or interexchange carrier calling card, including calling cards issued by the Company.

Customer - Any person, firm, partnership, association, joint stock company, trust, corporation, governmental entity or any other entity which orders service, that is responsible for payment of charges and for compliance with this tariff.

Customer Dialed Calling Card Call - A call that is billed to a Calling Card that does not require intervention by an attended operator position to complete.

Customer Provided Equipment - Telecommunications equipment provided by a customer or authorized user used to originate calls using the Company's service.

Day - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Issued : 9/15/98

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)

Direct Dialed Call - A Florida intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator. This includes calls forwarded by call forwarding equipment.

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

Exchange - A geographic area established by the tariff of Local Exchange Carriers for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

FCC - The Federal Communication Commission.

Incompleted Call - Any call where the communication path between the calling and the called station is not established (i.e., busy, no answer, etc.).

Florida Intrastate Long Distance Message Telecommunication Service (LDMTS) - The furnishing of Direct Dialed and Operator Assisted Florida intrastate Services to the Customer for the completion of long distance voice and/or dial-up data transmissions over voice grade channel(s) from the Company's point(s) of presence between one or more stations in the state of Florida, as specified in this tariff.

Local Exchange Carrier (LEC) - A telephone company utility which provides local telecommunications services to a specific geographical area for business and residential customers.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

Other Common Carrier - A common carrier, other than the Company, providing Florida intrastate communications service(s) to the public.

Personal Identification Numbers (PINs) - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service user for security and/or billing purposes. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code.

Point of Presence - The site(s) where the Company provides a network interface with facilities provided by the Other Common Carrier, Local Exchange Carriers or Customers for Access to the Company's network configuration.

Issued : 9/15/98

Effective: _____

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Provo, Utah 84601

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)

Premises - A building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Subscriber - The property, or property owner, to which the Company provides service.

United States - The forty-eight (48) contiguous states and the District of Columbia, Hawaii, Alaska, Puerto Rico, the U. S. Virgin Islands, as well as the off-shore areas outside the boundaries of the coastal states of the forty-eight contiguous states to the extent that such areas appertain to and are subject to the jurisdiction and control of the United States.

User - The person at the Subscriber's location who actually places the call over the Company's service.

Issued : 9/15/98

Effective: _____

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75 West Center Street
Provo, Utah 84601

SECTION 2 - RULES AND REGULATIONS**2.1. Application of Tariff**

This tariff contains the regulations and rates applicable to the provision of Florida Intrastate Long Distance Message Telecommunication Service ("LDMTS") by Big Planet of Utah, Inc. (hereinafter referred to as the "Company") between domestic points within the state of Florida as specified in this tariff. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.

All terms, conditions and limitations of liability contained in this tariff apply to all Florida intrastate services including international and domestic services provided by the Company, and including those where charges are established pursuant to contract, unless the contract explicitly provides otherwise.

2.2. Service Description

Florida Intrastate Long Distance Message Telecommunication Service (hereinafter referred to as "LDMTS") is offered to residential and business Customers of the Company for the transmission of voice communications calls placed between one or more stations in the state of Florida. The Company provides long distance network Services for voice grade and data transmission Services. All services are provided subject to the terms and conditions set forth in this tariff.

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

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

2.3. Interconnection with Other Common Carriers

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services concurrently with its own facilities for the provision of Service offered in this tariff.

2.4. Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing service when necessary because of the lack of satellite or other transmission medium capacity or due to any causes beyond its control.

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Provo, Utah 84601

SECTION 2 - RULES AND REGULATIONS (Continued)**2.5. Uses of Services**

- 2.5.1. Services provided under this tariff may be used only for transmission of communications by customers in a manner consistent with the terms of this tariff and regulations of the FCC and all state and local authorities having jurisdiction over the service.
- 2.5.2. Services provided in this tariff shall not be used for unlawful purposes.
- 2.5.3. The use of the Company's Service(s) without payment for Service or attempting to avoid payment for Service(s) by fraudulent means or devices, schemes, false or invalid numbers of false calling or credit cards is prohibited.

2.6. Liability of the Company

- 2.6.1. Except as stated in Section 2.6, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for gross negligence or willful misconduct.
- 2.6.2. The liability of the Company, if any, for damages resulting from or arising in connection with the furnishing of Service(s) in this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, defects in transmission, or failures or defects in facilities furnished by the Company shall in no way exceed an amount of money equivalent to the charges applicable under this tariff. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or Service(s) that are caused by or contributed to by the negligence or willful act of the Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability upon the Company.
- 2.6.3. The Company disclaims any express or implied warranties with respect to the Services, including without limitation, any implied warranties of merchantability and fitness for a particular purpose.
- 2.6.4. The Company is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the Service(s) received by Customer, or for the unavailability of or any delays in the furnishing of any Service(s) or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the Services provided to Customer, the Company's liability shall be limited according to the provisions of Section 2.6.2 above and elsewhere in this tariff.

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Provo, Utah 84601

SECTION 2 - RULES AND REGULATIONS (Continued)**2.6. Liability of the Company (Continued)**

- 2.6.5. The Company shall not be liable for any failure of performance due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature; federal, state or local governments having jurisdiction over the Company or the Services provided within this tariff; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company.
- 2.6.6. The Company shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees and court costs, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's Service(s) and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities and Service(s).
- 2.6.7. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment.
- 2.6.8. Where Customer-provided equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the maintenance and operations of such services in the proper manner; subject to this responsibility, the Company shall not be responsible for the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or the reception of signals by Customer-provided equipment; or network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- 2.6.9. Under no circumstances whatsoever shall the Company or its officers, directors, agents, or employees be liable for any indirect, incidental, special, or consequential damages.

2.7. Assignment

Customer shall not assign or transfer the use of the Company's Services except with the prior written consent of the Company in each and every instance.

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Provo, Utah 84601

SECTION 2 - RULES AND REGULATIONS (Continued)**2.8. Responsibilities of the Customer**

- 2.8.1. The Customer is responsible for placing any necessary orders, and for complying with tariff Regulations, and for ensuring that Authorized users comply with tariff regulations. The Customer is also responsible for the payment of charges for calls originated at the Customer's premises. This includes payment for LDMTS calls or services originated at the Customer's number(s); accepted at the Customer's number(s) (i.e., collect calls); billed to the Customer's number via Third Number Billing if the Customer is found to be responsible for such call or service, the use of a Calling Card, the use of a Company assigned Special Billing Number and incurred at the specific request of the Customer.
- 2.8.2. The Customer is responsible for charges incurred for special construction and/or special facilities that the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.8.3. If required for the provision of the Company's Services, the Customer must provide any equipment space, supporting structure, conduit, and electrical power without charge to the Company.
- 2.8.4. The Customer is responsible for arranging ingress to its premises at times mutually acceptable to the Customer and the Company when required for the Company personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of the Company's Service(s). Occasionally customer requested changes and testing for impairment may only be evident at certain times (i.e., a certain hour of the day). In such cases, LDMTS must be made available for testing during the same time periods if the trouble condition is to be corrected.
- 2.8.5. The Customer shall ensure that its terminal equipment and system is properly interfaced with the Company's facilities and Services, that the signals and voltages emitted into the Company's facilities are of the proper mode, bandwidth, power, and signal level of the intended use of the Customer and in compliance with the criteria set forth in the rules of the FCC, and that the signals do not damage equipment, injure personnel or degrade Service to other Customers.
- 2.8.6. Interconnection between the Customer's equipment and Company-provided service must be made by the Customer by leased channel or dial-up service. Where interconnection between Customer's equipment and Company-provided service is not made by lease of Company facilities, interconnection must be made by the Customer at the Company's operating offices. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.
- 2.8.7. If the protective requirements in connection with Customer-provided equipment are not being complied with, the Company may take such immediate action as necessary to protect its facilities and personnel and will promptly notify the Customer of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm.

Issued : 9/15/98

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.8. Responsibilities of the Customer (Continued)**

- 2.8.8 The Customer is liable to the Company for replacement and repair of damage to the equipment and facilities of the Company caused by negligence and willful act of the Customer, its Authorized Users, and others, and for improper use of equipment provided by the Customer, its Authorized Users, and others.
- 2.8.9. The Customer is liable for the loss through theft and fire of any of the Company's equipment installed at Customer's premises.

2.9. Responsibilities of Authorized Users

- 2.9.1. The Authorized User is responsible for compliance with applicable regulations set forth in this tariff.
- 2.9.2. The Authorized User is responsible for establishing its identity as often as necessary during the course of a call.
- 2.9.3. The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.9.4. The Authorized User is responsible for providing the Company with a valid method of billing for each call. The Company reserves the right to validate the credit worthiness of Users through available Credit Card, Called Number, Third Party telephone number and Room Number verification procedures. Where a requested billing method cannot be validated, the User may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

2.10. Termination or Interruption of Services

- 2.10.1. Without incurring liability, the Company may by 24 hours advance notice discontinue Service(s) to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted Service(s) under the following conditions:
- (i) For past due balances or when usage has exceeded the estimated credit limit established by the Company;
 - (ii) For violation of the terms or conditions governing the furnishing of services under this tariff;
 - (iii) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's Service(s); or

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.10. Termination or Interruption of Services (Continued)**

2.10.1 (Continued)

(iv) By reason of any order or decision of a court having competent jurisdiction, public utility commission, federal regulatory body or other governing authority prohibiting the Company from furnishing its Service(s).

2.10.2. Without incurring liability, the Company may temporarily interrupt the provision of Service(s) at any time in order to perform test(s) and inspection(s) to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities.

2.10.3. In the event that the Company incurs attorneys fees or other costs to recover any sums then due and the Company prevails, the Company shall be entitled to recover its costs of collection, legal costs, court costs, and reasonable attorneys' fees, in addition to whatever other relief the court may award. The Company may assign or sell receivables to Local Exchange Carriers, collection agencies or other parties and said amounts owed to the Company shall then become due and payable to said third party.

2.10.4. Service(s) may be discontinued by the Company, without notice to the Customer, by blocking traffic to and from certain countries, cities, NXX's, or by blocking calls using certain Customer Authorization Codes or Calling Card Account Numbers when the Company deems it necessary to take such action to prevent fraud or other unlawful use of its Service(s). The Company may restore Service(s) as soon as it can be provided without undue risk.

2.10.5. If, for any reason, Service(s) is interrupted, the Customer will only be charged for the Service(s) that was actually used.

2.11. Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in the Rules and Regulations of the Federal Communications Commission.

2.12. Payment for Service

The Customer is responsible for payment of all charges for facilities and Service(s) furnished by the Company, including charges for Service(s) originated or charges accepted at the Customer's service point.

2.12.1. Charges for Third Party calls will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.

Issued : 9/15/98

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.12 Payment for Service (Continued)**

- 2.12.2. Charges for Credit Card Calls will be included on the Billed Party's regular monthly statement from the card-issuing company.
- 2.12.3. The Customer will be billed for and is liable for payment of all applicable federal, state and local use, assessments, surcharges, sales and/or privilege taxes and/or similar liabilities chargeable to or against the Company as a result of the provision of the Company's Service(s), in addition to the rates indicated in this tariff. Taxes or surcharges may be passed through to customers of a taxing jurisdiction on a prorated basis such that the total of all such charges aggregated among all customers in the taxing jurisdiction shall approximately equal the total amount of tax due in that jurisdiction.
- All state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.
- 2.12.4. The Customer shall remit payment of all charges to the Company or to any agency authorized by the Company to receive such payment. Any disputed amounts or claims against an invoice must be made in writing within 180 days from the date of invoice. Undisputed amounts may not be withheld.
- 2.12.5. If the bill is not paid within twenty calendar days following the mailing of the bill, the account will be considered delinquent.
- 2.12.6. Bills are due and payable upon receipt. Interest at the lesser of (1) the rate of one and one-half (1.5 %) percent per month, or (2) the highest rate allowed by law per month shall accrue upon any unpaid amount commencing thirty (30) days after the date of the bill for the amount first sent.
- 2.12.7. A delinquent account may subject the Customer's Service(s) to temporary disconnection.
- 2.12.8. A reconnection fee of \$25.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment
- 2.12.9. Failure to receive a bill will not exempt a Customer from prompt payment of any sum(s) due the Company.
- 2.12.10 Charges for recurring fees shall be billed one (1) month in advance. Usage charges shall be billed one (1) month in arrears.

2.13. Deposits and Advance Payments

- 2.13.1. The Company does not require a deposit or an advance payment from the Customer.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.14. Billing Entity Conditions**

When billing functions on behalf of the Company are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact the Company directly.

2.15. Discontinuation of Service(s)

The Customer's Service(s) shall automatically terminate upon discontinuation of the Customer's subscription to the Company's Service(s).

- 2.15.1. The Company reserves the right to refuse or honor RESPOG (800 Responsible Organization) change requests when an unsatisfied business relationship exists between the Customer and the Company.

2.16. Right to Backbill for Improper Use of the Company's Services

Any person or entity which uses, appropriates or secures the use of Service(s) from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's Service(s) actually made by Customer.

2.17. Employee Concessions

The Company does not provide for any employee concessions.

2.18. 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.

2.19. Customer Requirements for Specific Services

At this time the Company does not have customer requirements for specific services. This section will be reserved for future use.

2.20. Payphone Compensation Surcharge

The Company will assess a \$0.35 per call surcharge for each call placed from a payphone to compensate payphone service providers.

Issued : 9/15/98

Effective: _____

Issued By: Michael Anderson, Vice President
Big Planet of Utah, Inc.
75 West Center Street
Provo, Utah 84601

SECTION 3 - DESCRIPTION OF SERVICES**3.1. Service Offerings**

The information in this section pertains to all classes of Dial Station and Calling Card international message telecommunications service and long distance message telecommunications services offered pursuant to this tariff unless otherwise noted. Florida Intrastate Long Distance Message Telecommunications Service (LDMTS) is service offered on a per call basis to Customers originating calls from locations within the state of Florida. Such service is available twenty-four (24) hours per day seven (7) days per week.

3.1.1 PLANET ONE Service

PLANET ONE 1+ Service consists of the furnishing of presubscribed switched message telephone service between telephone stations located within the State. Such service is available twenty-four (24) hours a day, seven (7) days a week. This service is billed via local telephone bill or by direct billing from the Company.

Customers will be charged for calls based on the duration of the call as set forth in 4.1 below.

3.1.2 ePLANET ONE Service

ePLANET ONE 1+ Service consists of the furnishing of presubscribed switched message telephone service between telephone stations located within the State. Such service is available twenty-four (24) hours a day, seven (7) days a week. This service is billed to the customers credit card.

Customers will be charged for calls based on the duration of the call as set forth in 4.2 below.

3.1.3 PLANET 800/888 Service

PLANET 800/888 Service consists of the furnishing of inbound switched message telephone service between telephone stations located within the State. Such service is available twenty-four (24) hours a day, seven (7) days a week. This service is billed via local telephone bill or by direct billing from the Company.

Customers will be charged for calls based on the duration of the call as set forth in 4.3 below.

3.1.4 ePLANET 800/888 Service

ePLANET 800/888 Service consists of the furnishing of inbound switched message telephone service between telephone stations located within the State. Such service is available twenty-four (24) hours a day, seven (7) days a week. This service is billed to the customers credit card.

Customers will be charged for calls based on the duration of the call as set forth in 4.4 below.

Issued : 9/15/98

Effective: _____

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SECTION 3 - DESCRIPTION OF SERVICES (Continued)**3.1. Service Offerings (Continued)****3.1.5 PLANET Travel Card Service**

PLANET Travel Card Service allows customers to gain access to their long distance service from anywhere in the state to anywhere in the state via discount service billed back to the user's account. This service is billed via local telephone bill or by direct billing from the Company.

Customers will be charged for calls based on the duration of the call as set forth in 4.5 below. An access fee applies per call.

3.1.6 PLANET 0+ Service

PLANET 0+ Service consists of the furnishing of operator assisted switched message telephone service between telephone stations located within the State. Such service is available twenty-four (24) hours a day, seven (7) days a week. Billable time is measured in one (1) minute increments.

Customers will be charged for calls based on the time of day and the duration of the call as set forth in 4.6 below. An access fee applies per call.

3.1.7 PLANET Prepaid Phone Card

PLANET Prepaid Phone Card allows customers to gain access to long distance service from anywhere in the state to anywhere in the state via disposable prepaid calling cards. Network is accessed via an 800/888 number. Customer uses a pin number to access their account. Such service is available twenty-four (24) hours a day, seven (7) days a week. Billable time is measured in one (1) minute increments.

Customers will be charged for calls based on the duration of the call as set forth in 4.7 below.

3.1.8 PLANET Directory Assistance

Service offered on a per call basis to all Commercial and Residential Customers whereby the customer may obtain telephone numbers by dialing 1 + area code + 555-1212. Such service is available twenty-four (24) hours per day, seven (7) days a week.

Customers will be charged for calls based on the duration of the call as set forth in 4.8 below.

Issued : 9/15/98

Effective: _____

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SECTION 3 - DESCRIPTION OF SERVICES (Continued)**3.2. Billing Periods**

Unless otherwise indicated, for commercial Florida intrastate calls or for residential Florida intrastate calls there is generally a one minute minimum charge, with additional time billed in increments of one minute with full minute rounding unless otherwise indicated. Timing on completed calls begins when the call is answered by the called party. Timing terminates on all calls when either party goes to the on-hook mode.

3.3. Timing of Calls

The customer's long distance usage charge is based on the actual usage of The Company's network. Usage begins when the called party picks up the receiver. 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 either party hangs up.

3.4. Minimum Call Completion Rate

The customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 98% during peak use periods for all FG D services.

3.5. Uncompleted Calls

There shall be no charge for uncompleted calls.

3.6. Calculation of Distance

In the event the company provides mileage sensitive products, then usage charges are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in their NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

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

Issued : 9/15/98

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Provo, Utah 84601

SECTION 4 - RATES AND CHARGES

This section sets forth the rates and charges applicable to the Company's services. The rates are applicable to domestic Florida intrastate services and facilities. All rates and charges are expressed in U. S. dollars. Calls which overlap rate periods will be charged according to the rates applicable to the time recorded in each period.

4.1 PLANET ONE Service

Rate Per Minute:	Day	\$ 0.1500
	Evening	\$ 0.1500
	Night/Weekend	\$ 0.1500

4.2 ePLANET ONE Service

Rate Per Minute:	Day	\$ 0.1500
	Evening	\$ 0.1500
	Night/Weekend	\$ 0.1500

4.3 PLANET 800/888 Service

Rate Per Minute:	Day	\$ 0.2490
	Evening	\$ 0.2490
	Night/Weekend	\$ 0.2490
Payphone Compensation Surcharge		\$ 0.3500

4.4 ePLANET 800/888 Service

Rate Per Minute:	Day	\$ 0.2490
	Evening	\$ 0.2490
	Night/Weekend	\$ 0.2490
Payphone Compensation Surcharge		\$ 0.3500

Issued : 9/15/98

Effective: _____

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SECTION 4 - RATES AND CHARGES (Continued)**4.5 PLANET Travel Card Service**

Rate Per Minute:	Day	\$ 0.2500
	Evening	\$ 0.2500
	Night/Weekend	\$ 0.2500
Per call charge		\$ 0.0000
Payphone Compensation Surcharge		\$ 0.3500

4.6 PLANET 0+ Service

Miles	Day		Evening		Night/Weekend	
	1st	Add'l	1st	Add'l	1 st	Add'l
0-10	.1972	.0905	.1454	.0655	.0956	.0411
11-22	.2738	.1668	.2027	.1228	.1392	.0792
23-55	.2845	.2279	.2108	.1675	.1610	.1174
56-124	.2845	.2322	.2108	.1718	.1660	.1218
125-292	.2845	.2377	.2108	.1756	.1683	.1272
293-430	.2845	.2431	.2108	.1798	.1687	.1272
431+	.2845	.2431	.2108	.1800	.1741	.1327

Operator Station

Collect	\$2.25
Billed to third number	\$2.35
Person to person collect	\$4.90

4.7 PLANET Prepaid Phone Card

		Units Used	Rate
		Per Min.	Per Unit
Rate Per Minute:	Day	2	\$ 0.1990
	Evening	2	\$ 0.1990
	Night/Weekend	2	\$ 0.1990
Per call charge			\$ 0.0000
Payphone Compensation Surcharge			\$ 0.3500

Issued : 9/15/98

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SECTION 4 - RATES AND CHARGES (Continued)

4.8	PLANET Directory Assistance	Per Inquiry
	For use with 4.1 through 4.6	\$ 0.7500
	For use with 4.7	
	Units Used 4	\$ 0.7960

4.9. Special Promotions and Discounts

The Company may from time to time engage in special promotional trial service offerings of limited duration, not to exceed ninety (90) days per customer, for non-optional, recurring charges, designed to attract new subscribers or to increase subscriber awareness of a particular service offering. Requests for promotional offerings will be presented to the Florida Public Service Commission for its approval.

4.10. Special Rates for the Handicapped

- 4.10.1. A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll charges placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to a 5% discount on dialed calls using services which have no time of day pricing element. Those dialed calls using a service which has a time of day pricing element will receive a credit on a subsequent bill equal to applying the evening rate for daytime calls and the night rate for evening and night calls.
- 4.10.2. For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50% off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or the called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60% 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.
- 4.10.3. In the event, the Company provides Directory Assistance services in the future, there will be no charge for the first 50 directory assistance calls made per billing cycle from lines or trunks serving individuals with disabilities.
- 4.10.4. Bills are due and payable upon receipt. Interest at the lesser of (1) the rate of one and one-half (1.5 %) percent per month, or (2) the highest rate allowed by law per month shall accrue upon any unpaid amount commencing thirty (30) days after the date of the bill for the amount first sent.

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- 4.10.5. A reconnection fee of \$25.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.
- 4.10.6. 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.

Issued : 9/15/98

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75 West Center Street
Provo, Utah 84601

PCSi

A DIVISION OF



September 15, 1998

DEPOSIT

DATE

D 0 0 9

SEP 1 8 1998

Florida Public Service Commission
Division of Administration, Room G-50
101 East Gaines Street
Tallahassee, Florida 32399-0850

981182-71

RE: Application by Big Planet, Inc.

Dear Sir or Madam:

Please find enclosed an original and six (6) copies of Big Planet, Inc.'s application for authority to provide interexchange telecommunications service within the State of Florida.

Please date-stamp the attached copy of this letter and return it in the self-addressed stamped envelope. If I can be of any assistance, contact me at 817-281-4727. Thanks for your help.

Sincerely,
PCSi Consultant to Big Planet, Inc.

Dollie S. King
Consultant

Professional
Certification
Services
International

Information for toll-free
numbers just got a new
number™
1-800-555-1414

DOCUMENT NUMBER-DATE
10298 SEP 18 98
FPSC-RECORDS/REPORTING



Big Planet
75 West Center Street
Provo, UT 84601
(801) 345-7000

BANK ONE, UTAH, N.A.
Provo / East Bay Office
1177 South University Ave
Provo, Utah 84601
97-154/1240

0011052

09/11/1998

*****\$250.00**

PAY TWO HUNDRED FIFTY DOLLARS AND 00/100 CENTS

TO THE
ORDER OF
FLORIDA PUBLIC SERVICE COMMISSION
DIVISION OF ADMINISTRATION
ROOM G-50, 101 E. GAINES ST.
TALLAHASSEELEON, FL 32399-0850 US