

ORIGINAL

**** FLORIDA PUBLIC SERVICE COMMISSION ****

DIVISION OF TELECOMMUNICATIONS
BUREAU OF CERTIFICATION AND SERVICE EVALUATION

Application Form for Authority to Provide
Interexchange Telecommunications Service
Between Points Within the State of Florida

000629-TI

Instructions

- ◆ This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Appendix A).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

**Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770**

Note: No filing fee is required for an assignment or transfer of an existing certificate to another certificated company.

- ◆ If you have questions about completing the form, contact:

**Florida Public Service Commission
Division of Telecommunications
Bureau of Certification and Service Evaluation
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600**

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

Original certificate (new company).

Approval of transfer of existing certificate:

Example, a certificated company purchases an existing certificated company and desires to retain the authority of both certificates.

Approval of assignment of existing certificate:

Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.

Approval of transfer of control:

Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

OnePoint Services, L.L.C.

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

R.C.P. Services

4. Official mailing address (including street name & number, post office box, city, state, zip code):

OnePoint Services, L.L.C.

Two Conway Park

150 Field Drive, Suite No. 300

Lake Forest, Illinois 60045

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

6. Select 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 customer base 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 resold service by enrolling unaffiliated customers.
- Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

7. Structure of organization;

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Other | <u>Foreign Limited Liability Company</u> |

8. **If individual**, provide: NOT APPLICABLE

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

9. **If incorporated in Florida**, provide proof of authority to operate in Florida:

NOT APPLICABLE

(a) **The Florida Secretary of State Corporate Registration number:**

10. **If foreign ~~corporation~~ ^{limited liability company}** provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State Corporate Registration number:**

See Attachment 1

11. **If using fictitious name-d/b/a**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

(a) **The Florida Secretary of State fictitious name registration number:**

See Attachment 2

12. **If a limited liability partnership**, provide proof of registration to operate in Florida:

NOT APPLICABLE

(a) **The Florida Secretary of State registration number:** _____

13. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.

NOT APPLICABLE

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

14. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.

NOT APPLICABLE

(a) **The Florida registration number:** _____

15. Provide **F.E.I. Number** (if applicable): 36-4313695

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?
() Yes () No

(b) If not, who will bill for your services? NOT APPLICABLE

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

(c) How is this information provided?

See Attachment 3

17. Who will receive the bills for your service?

Residential Customers
() PATs providers
() Hotels & motels

Business Customers
() PATs station end-users
() Hotel & motel guests

() Universities () Universities dormitory residents
() Other: (specify) _____

18. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

Name: Jeffrey W. Crockett, Esq.

Title: SNELL & WILMER

Address: One Arizona Center, 400 E. Van Buren

City/State/Zip: Phoenix, Arizona 85004-2202

Telephone No.: (602) 382-6234 Fax No.: (602) 382-6070

Internet E-Mail Address: jcrockett@swlaw.com

Internet Website Address: www.swlaw.com

(b) Official point of contact for the ongoing operations of the company:

Name: James Silva

Title: General Manager

Address: 300 West Osborn, Suite No. 101

City/State/Zip: Phoenix, Arizona 85013

Telephone No.: (602) 234-9877 Fax No.: (602) 234-8809

Internet E-Mail Address: james@debit-cards.com

Internet Website Address: www.debit-cards.com

(c) Complaints/Inquiries from customers:

Name: Rockey Valdez

Title: Manager of Customer Services

Address: 300 West Osborn, Suite No. 101

City/State/Zip: Phoenix, Arizona 85013

Telephone No.: (602) 234-9877 **Fax No.:** (602) 234-8809

Internet E-Mail Address: _____

Internet Website Address: www.debit-cards.com

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

See Attachment 4

(b) has applications pending to be certificated as an interexchange telecommunications company.

See Attachment 4

(c) is certificated to operate as an interexchange telecommunications company.

See Attachment 4

(d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved.

Not Applicable

(e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

Not Applicable

-
-
- (f) has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

Not Applicable

20. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

- (a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

No

- (b) an 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

21. The applicant will provide the following interexchange carrier services (check all that apply): See Attachment 5

a. _____ **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

b. _____ **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

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

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

d. _____ **MTS for pay telephone service providers**

e. _____ **Block-of-time calling plan (Reach Out Florida, Ring America, etc.).**

f. _____ **800 service (toll free)**

g. _____ **WATS type service (bulk or volume discount)**

- _____ Method of access is via dedicated facilities
- _____ Method of access is via switched facilities

h. _____ **Private line services (Channel Services)
(For ex. 1.544 mbs., DS-3, etc.)**

i. _____ **Travel service**

- _____ Method of access is 950
- _____ Method of access is 800

j. _____ **900 service**

k. _____ **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

I. **Services included are:**

- _____ Station assistance
- _____ Person-to-person assistance
- _____ Directory assistance
- _____ Operator verify and interrupt
- _____ Conference calling

22. 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 Attachment 6

23. Submit the following:

A. **Financial capability.** See Attachment 7

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer **affirming that the financial statements are true and correct** and should include:

1. the balance sheet;
2. income statement; and
3. statement of retained earnings.

NOTE: *This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.*

Further, the following (which includes supporting documentation) should be provided:

1. **A written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service.

3. **A written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

B. Managerial capability; give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

See Attachment 8

C. Technical capability; give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

See Attachment 8

**** 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:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

<u>Timothy J. Ostrauskie</u> Signature	<u>4/6/00</u> Date
<u>Chief Financial Officer</u> Title	<u>847-582-8901</u> Telephone No.
Address: <u>Two Conway Park</u> <u>150 Field Drive, Suite 300</u> <u>Lake Forest, Ill 60045</u>	<u>847-582-8903</u> Fax No.

ATTACHMENTS:

- A - CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - CURRENT FLORIDA INTRASTATE NETWORK
- D - AFFIDAVIT

Original

**** 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 provided in one of the following ways (applicant, please check one):

- () The applicant will not collect deposits nor will it collect payments for service more than one month in advance.
- () The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month.
(The bond must accompany the application.)

UTILITY OFFICIAL:

<u>Timothy Detrasinski</u>	<u>4/6/00</u>
Signature	Date
<u>Chief Financial Officer</u>	<u>847-582-8901</u>
Title	Telephone No.
Address: <u>Two Conway Park</u>	<u>847-582-8903</u>
<u>150 Field Drive, Suite 300</u>	Fax No.
<u>Lake Forest, Illinois 60045</u>	

CURRENT FLORIDA INTRASTATE SERVICES

Applicant has () or has not () 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?

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

UTILITY OFFICIAL:

Timothy J. Ostrawski
Signature

4/6/00
Date

Chief Financial Officer
Title

847-582-8901
Telephone No.

Address: Two Conway Park
150 Field Drive, Suite 300
Lake Forest, Ill 60045

847-582-8803
Fax No.

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange company service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

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, punishable as provided in s. 775.082 and s. 775.083."

UTILITY OFFICIAL:

Signature	<u>Timothy J. Ostrander</u>	Date	<u>4/6/00</u>
Title	<u>Chief Financial Officer</u>	Telephone No.	<u>847-582-8901</u>
Address:	<u>Two Conway Park</u>	Fax No.	<u>847-582-8903</u>
	<u>150 Field Drive, Suite 300</u>		
	<u>Lake Forest, Ill 60045</u>		

ATTACHMENT 1

State of Florida



Department of State

I certify from the records of this office that ONEPOINT SERVICES, L.L.C., is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on April 18, 2000.

The document number of this limited liability company is M00000000769.

I further certify that said limited liability company has paid all fees due this office through December 31, 2000, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twentieth day of April, 2000



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

RECEIVED

APR 25 2000

SNELL & WILMER

April 20, 2000

SNELL & WILMER
1 ARIZONA CENTER
PHOENIX, AZ 85004-2202

Qualification documents for ONEPOINT SERVICES, L.L.C. were filed on April 18, 2000, and assigned document number M0000000769. Please refer to this number whenever corresponding with this office.

Your limited liability company is now qualified and authorized to transact business in Florida as of the file date. In accordance with section 608.406(2), F.S., the name of this limited liability company is filed with the Department of State for public notice only and is granted without regard to any other name recorded with the Division of Corporations.

The certification you requested is enclosed.

A limited liability company annual report/uniform business 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 limited liability company address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 487-6051, the Registration and Qualification Section.

Michael Mays
Document Specialist
Division of Corporations

Letter Number: 200A00021709

ATTACHMENT 2

FICTITIOUS NAME

OnePoint Services, L.L.C., has filed its Application for Registration of Fictitious Name with the State of Florida Department of State, but has not yet received its fictitious name registration number. A copy of OnePoint's Application for Registration of Fictitious Name is attached hereto, and the registration number will be filed as a supplement to this application once it is received.

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

Note: Acknowledgements/certificates will be sent to the address in Section 1 only.

Section 1

1. R.C.P. Services
Fictitious Name to be Registered

2. Two Conway Park, 150 Field Dr., #300
Mailing Address of Business

Lake Forest IL 60045
City State Zip Code

3. Florida County of principal place of business: _____

4. FEI Number: _____

This space for office use only

Section 2

A. Owner(s) of Fictitious Name If Individual(s): (Use an attachment if necessary):

1. _____ Last First M.I.	2. _____ Last First M.I.
_____ Address	_____ Address
_____ City State Zip Code	_____ City State Zip Code
SS# _____ - _____ - _____ (optional)	SS# _____ - _____ - _____ (optional)

B. Owner(s) of Fictitious Name If other than Individuals(s): (Use attachment if necessary):

1. <u>OnePoint Services, L.L.C.</u> Entity Name	2. _____ Entity Name
<u>Two Conway Park, 150 Field Dr., #300</u> Address	_____ Address
<u>Lake Forest</u> <u>IL</u> <u>60045</u> City State Zip Code	_____ City State Zip Code
Florida Registration Number _____ FEI Number: _____ <input type="checkbox"/> Applied for <input type="checkbox"/> Not Applicable	Florida Registration Number _____ FEI Number: <u>36-4313695</u> <input type="checkbox"/> Applied for <input type="checkbox"/> Not Applicable

Section 3

I (we) the undersigned, being the sole (all the) party(ies) owning interest in the above fictitious name, certify that the information indicated on this form is true and accurate. In accordance with Section 865.09, F.S., I (we) further certify that the fictitious name shown in Section 1 of this form has been advertised at least once in a newspaper as defined in chapter 50, Florida Statutes, in the county where the applicant's principal place of business is located. I (we) understand that the signature(s) below shall have the same legal effect as if made under oath. (At Least One Signature Required)

[Signature] 4/6/00
Signature of Owner Date

Phone Number: 847-582-8901

Signature of Owner Date

Phone Number: _____

Section 4

**FOR CANCELLATION COMPLETE SECTION 4 ONLY:
FOR FICTITIOUS NAME OR OWNERSHIP CHANGE COMPLETE SECTIONS 1 THROUGH 4:**

I (we) the undersigned, hereby cancel the fictitious name _____
_____, which was registered on _____ and was assigned registration number _____

Signature of Owner Date

Signature of Owner Date

Mark the applicable boxes Certificate of Status - \$10 Certified Copy - \$30
Filing Fee: \$50

ATTACHMENT 3

BILLING INFORMATION

Information regarding rates, charges, terms and conditions applicable to OnePoint Services' prepaid long-distance calling cards will be printed on the cards together with a toll free number which will enable the customer using the card to contact the company. Since customers of OnePoint Services' prepaid long-distance calling cards will pre-pay for long distance, the company will not render a bill to these customers. The billing procedures applicable to OnePoint Services' resold in-bound 800 are set forth in the company's proposed tariff at pages 33-34, a copy of which is provided as Attachment 6 to this application.

ATTACHMENT 4

STATUS OF PROVIDING TELECOMMUNICATIONS SERVICES IN OTHER STATES

OnePoint Services, L.L.C., has obtained a Certificate of Convenience and Necessity to operate as a switchless reseller of interLATA and intraLATA telecommunications services in the State of California pursuant to the California Public Utilities Commission's Opinion Decision No. 00-05-003 issued May 1, 2000. OnePoint Services has also applied for authority to provide prepaid long-distance calling card service as a reseller and resold in-bound 800 service in the states of Arizona, Louisiana and New Mexico.

ATTACHMENT 5

DESCRIPTION OF TELECOMMUNICATIONS SERVICES TO BE PROVIDED

Description of Services. OnePoint Services, L.L.C., seeks authority to provide prepaid long-distance calling card service and resold in-bound 800 service throughout the State of Florida. In a separate application, OnePoint Services is seeking authority to provide statewide prepaid local exchange service as a reseller in the State of Florida. The prepaid long-distance calling card service is an outbound voice-grade communications service for calls which are charged to a prepaid card purchased by the customer. OnePoint Services' prepaid long-distance calling card service will be accessed by a card-holder dialing a toll-free telephone number printed on the prepaid card, followed by the placing of the call, and then authentication of the calling card via an authorization code printed on the card. In-bound 800 calls are originated from any point within the State of Florida on any type of access and are terminated via switched access lines in the terminating city to the customer's location.

Geographic Market to be Served. OnePoint Services is seeking authority to market its prepaid long-distance calling cards and resold in-bound 800 service statewide in the State of Florida.

ATTACHMENT 6

ONE POINT SERVICES, L.L.C.
REGULATIONS AND SCHEDULE OF CHARGES FOR
RESALE OF COMPETITIVE INTEREXCHANGE
TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF FLORIDA

Issued:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

Effective:

CHECK PAGE

All of the pages of this Tariff are effective as of the date shown at the bottom of the page. Original and revised pages as named below comprise all changes from the original Tariff.

PAGE	REVISION
1	Original Page
2	Original Page
3	Original Page
4	Original Page
5	Original Page
6	Original Page
7	Original Page
8	Original Page
9	Original Page
10	Original Page
11	Original Page
12	Original Page
13	Original Page
14	Original Page
15	Original Page
16	Original Page
17	Original Page
18	Original Page
19	Original Page
20	Original Page
21	Original Page
22	Original Page
23	Original Page
24	Original Page
25	Original Page
26	Original Page
27	Original Page
28	Original Page
29	Original Page
30	Original Page
31	Original Page
32	Original Page
33	Original Page
34	Original Page
35	Original Page
36	Original Page

*New or Revised Page

Issued:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

Effective:

CHECK PAGE (continued)

PAGE	REVISION
37	Original Page
38	Original Page
39	Original Page
40	Original Page
41	Original Page
42	Original Page
43	Original Page
44	Original Page
45	Original Page
46	Original Page
47	Original Page
48	Original Page
49	Original Page
50	Original Page
51	Original Page
52	Original Page
53	Original Page
53.1	Original Page
54	Original Page
55	Original Page
56	Original Page
57	Original Page
58	Original Page
59	Original Page
60	Original Page
61	Original Page

*New or Revised Page

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

TABLE OF CONTENTS

	Page No.
Title Page.....	1
Check Page.....	2
Table of Contents.....	4
Section 1 - Definitions and Abbreviations.....	6
Section 2 - Rules and Regulations.....	11
2.1 Application of the Tariff.....	11
2.2 Limitations On Service.....	12
2.3 Limitation Of Liability.....	19
2.4 Use of Service.....	23
2.5 Obligations of the Customer.....	24
2.6 Obtaining Service.....	26
2.7 Advance and Assurance of Payments.....	32
2.8 Rendering Bill.....	33
2.9 Dispute Procedures.....	35
2.10 Customer Service.....	36
2.11 Mileage Measurements.....	37
2.12 Timing of Calls.....	39
2.13 Rate Periods.....	40
2.14 Determining Rate In Effect.....	41
2.15 Rounding.....	43
2.16 Taxes.....	44
2.17 Interruption of Service.....	45
2.18 Termination of Service By Company.....	46
2.19 Terminal Equipment.....	47
2.20 Credit for an Incomplete Call.....	48

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

TABLE OF CONTENTS

	Page No.
Section 3 - Description of Services	49
3.1 Prepaid Local Exchange Services	49
3.2 Inbound Services	50
3.3 Directory Assistance.....	51
3.4 Miscellaneous Charges.....	52
3.5 Reserved for Future Use.....	53
3.6 Prepaid Phone Card Services	54
Section 4 - Rates and Charges	56
4.1 Phone Card	56
4.2 Maintenance Fee	57
4.3 Directory Assistance.....	57
4.4 Inbound Services.....	58
4.5 Reserved for Future Use.....	59
4.5 Miscellaneous Charges.....	60
Section 5 – Promotions.....	61
5.1 General	61
5.2 Reserved For Future Use.....	62
Section 6 – Individual Case Basis	63
6.1 General	63

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Account Code: An Account code is a numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of service user so it may rate and bill the call. All Account 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 Account code.

ANI: Automatic Number Identification.

Applicant: Applicant is any entity or individual who applies for service under this Tariff.

Blocking: Blocking is a temporary condition that may be initiated by the Company so that the Customer cannot complete a telephone call.

Business Customer: A Business Customer is a Customer whose use of Service is for a business, professional, institutional, or occupational purpose.

Class of Service: The type of calling associated with exchange service, such as measured or message rate or business or residential service.

CLEC: CLEC stands for Competitive Local Exchange Carrier and is any carrier or reseller offering local exchange telecommunications services other than the LEC.

Commission: Commission refers to the Florida Public Service Commission or any succeeding agency.

Company: Company refers to OnePoint Services, L.L.C.

Credit Card: Credit Card refers to Visa®, MasterCard®, or other Credit Card companies as appropriate.

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Customer: The Customer is a person or legal entity which subscribes to the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

Direct Dialed: A Direct Dialed call is a call where the caller places a long distance call outside the caller's local service area without operator assistance.

Directory Services: Directory Services are provided to help customers determine telephone numbers and to be reached by other customers.

DUC: DUC stands for Designated Underlying Carrier.

End User: End User is the person or legal entity that uses the service provided by the Company.

Equal Access: Equal Access is the ability to access all long distance carriers by dialing 1 and not a string of long dialing codes. Equal Access provides the Company the ability to serve Customers on a presubscribed basis rather than through the use of dial access codes.

Exchange: A geographical area established for the administration of communication services and consists of one or more central offices together with associated facilities used in providing exchange services.

Exchange Area: An exchange area is the entire area within which are located the stations that a customer may call at the rates and charges specified in the Local Exchange Services.

Exchange Services: Exchange services are lines and services that give Customers access to the telecommunications network.

F.C.C.: F.C.C. stands for Federal Communications Commission.

F.P.S.C.: Refers to the Florida Public Service Commission.

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Feature Group D: Feature Group D is a class of service associated with Equal Access arrangements.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

InterLATA: An InterLATA call is any call that originates and terminates in a different LATA.

International: For the purposes of this Tariff, International includes calls to/from Mexico and Canada and all other foreign locations/areas described in this and other Tariffs of the Company.

IntraLATA: An IntraLATA call is any call that originates and terminates within the same LATA.

IXC: IXC stands for Interexchange Carrier.

LATA: LATA stands for Local Access Transport Area that is a geographic boundary established by the Modification of Final Judgement.

LEC: LEC stands for Local Exchange Carrier.

Modification of Final Judgment: Modification of Final Judgment refers to the judicial opinion set forth at United States vs. American Telephone & Telegraph Company, 552 F. Supp. 131 (D.C. 1982). See United States v. Western Electric Co., 552 F. Supp. 131 (D.D.C. 1982), affd sub nom. Maryland v. United States, 460 U.S. 1001 (1983).

Non-Recurring Charges: The one time charges for services or order processing including, but not limited to installation, special fees at time of ordering service.

NPA: Refers to the Numbering Plan Area and is commonly called an area code.

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

PIC: *PIC stands for Primary Interexchange Carrier and is identified by a code number which is assigned by the LEC to the telephone numbers of all the Customers to that carrier to ensure the calls are routed over the correct network. When a subscriber switches long distance carriers, it often is referred to as a PIC change.*

POP: *POP is an acronym for Point-of-Presence and is the central office of where the LEC hands off the traffic of the Company's Customers or where the Customer's access facility interconnects with the long distance network.*

Promotions: *Promotions are offerings of service that may include waivers or reductions in rates, that may be limited in term, dates, times and locations.*

Presubscription: *Presubscription is an arrangement whereby a Customer may select and designate an exchange carrier that it wishes to use for toll calling.*

Residential Customer: *A Residential Customer is a Customer who subscribes to a Service for a non-business, non-trade, or non-professional purpose.*

Restriction Services: *Restriction services allow Customers to customize the outbound calling capabilities of their lines.*

Service: *Any or all Services provided pursuant to this Tariff or other Tariffs of the Company.*

Service Charges: *Service charges are charges for services performed by the Company with respect to establishment and altering of Customer's lines and associated services and features.*

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Special Charges: Special charges are administrative fees associated with payment.

State: State refers to the State of Florida.

Terminate: Terminate means to permanently disconnect service.

Toll Free Service: Toll Free service refers to an inbound toll call billing arrangement in which the terminating party, rather than the originating party, pays the toll charge. This service is also referred to as "800" service.

Underlying Carrier: Underlying Carrier refers to any carrier that provides local exchange services resold by the Company pursuant to this Tariff.

V&H: V&H stands for Vertical and Horizontal.

Issued:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

Effective:

SECTION 2 - RULES AND REGULATIONS

2.1 Application of the Tariff

This Tariff contains the description, regulations, and rates applicable to all intrastate telecommunications services offered by OnePoint Services, L.L.C. with principal offices located at Two Conway Park, 150 Field Drive, Suite 300, Lake Forest, Illinois 60045. Service is furnished for communications originating and terminating at points within the State of Florida under terms of this Tariff. The Company operates as a reseller and resells the services of LECs and DUCs. The coverage area is the entire State. The Company's Tariffs are on file at the Florida Public Service Commission and may be viewed at the Company's offices. The Company intends to offer its services via prepaid phone cards, and by other means described in this tariff. In the State of Florida, the Company is doing business as (d/b/a) RCP Services.

Issued:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

Effective:

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service

2.2.1 Service Offerings

All services are interexchange service offerings. All outbound services requiring Switched Access to reach the long distance network are only available to Customers located in those exchanges which have been converted to equal access. Equal access dialing allows customers to make interexchange service calls on an intraLATA and interLATA basis.

2.2.2 Availability of Facilities

Service is offered subject to the availability of facilities, equipment, or systems, including those to be provided by the DUC(s), Company, CLEC(s) or LEC, the Company's ability to fulfill the order, and the provisions of this Tariff. The Company reserves the right, without incurring liability, to limit service to or from any location where the necessary facilities, equipment, systems, and/or switch software are available or where the Company is unable to fulfill the order.

2.2.3 Limited Communication

Shortage of facilities provided by the LEC caused by emergency conditions may result in limitation on the length of communication. The Company recognizes that underlying carriers may impose such limitation on service and reserves such right on their behalf.

2.2.4 Third Number Calls

A third number call is any call charged to a number other than that of the called or calling party. The Company reserves the right to refuse to process a third number call when the Company cannot confirm acceptance of charges at the third number or based on characteristics of the originating location.

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.5 Fraudulent or Unlawful Use of Company Services

In the event the Company or the DUC learn of actual or possible unauthorized, fraudulent, or unlawful use of any Company services, the Company will make an effort to contact the Customer, but service may be Terminated or Blocked without notice and without liability to the Company. Service may be suspended by the Company without incurring liability by Blocking all traffic or by Blocking traffic to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as Company is reasonably satisfied that use of service is not unauthorized, fraudulent, or unlawful and only after accounts have been brought current.

2.2.6 Liability of the Company for Damages

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of providing Service hereunder, where such damages were not caused by the Company's willful misconduct, will in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect occurred.

Issued:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

Effective:

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.7 Discontinuance of Service with Notice

The Company reserves the right to discontinue service without liability, or to limit the use of service when necessitated by conditions beyond the Company's control, when the Customer or End User is using service in violation of the law or in violation of the provisions of this Tariff.

The Company may discontinue or suspend service, with notice, under the following conditions:

- (A) Abandonment of the service.
- (B) Failure of the Customer to make suitable deposit as required by this Tariff.
- (C) Non-payment of any sum due for exchange, long distance or other services.
- (D) Use of service in such a way as to impair or interfere with the service of other customers.
- (E) Abuse or fraudulent use of service including but not limited to (i) the use of service to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable for the service; (ii) the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, long distance message telephone service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service.
- (F) Customer violation or non-compliance with any order of the Commission or any rules of the Company's Tariff.

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.8 Reserved for Future Use

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.9 Recording of Conversations

Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state, and local laws.

2.2.10 With Respect to DUCs

The Company reserves the right to add, change or delete services and/or DUCs at any time.

2.2.11 Toll Free Number Assignment

The availability of Toll Free numbers and of any specifically requested Toll Free number from the Company is limited by the Company's ability to obtain Toll Free numbers from the DUC.

The Company will accept a Customer's or Applicant's request for a particular Toll Free telephone number. The Company will accommodate such requests to the extent possible. No guarantee of the assignment of the Toll Free number will be made prior to the initiation of Service to the Customer. Assignment of the Toll Free telephone number to the Customer does not provide the Customer with any ownership interest or proprietary right in that number. However, the Customer does have a controlling interest in its active Toll Free number. If the Company learns that an Applicant is attempting to sell, barter, trade, or otherwise transfer a Toll Free number to another person, the Company may refuse to establish or, upon written notice, discontinue service. If a Customer's Toll Free telephone number is not used by callers other than for test calls to reach the Customer or Customer's designee within ninety (90) days of activation of the Toll Free number, the Company, may upon written notice, discontinue Service.

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.12 Failure to Provide Notice or Insist Upon Compliance

The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions will remain, at all times, in full force and in effect until modified in writing, signed by the Company and Customer.

Issued:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

Effective:

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability

The Company's liability will be limited to that expressly assumed in Section 2.3 of this Tariff and that arises in connection with the provision of service to Customer.

2.3.1 Fit for Purpose

With respect to service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.

2.3.2 Contractors and Agents

No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.

2.3.3 Company's Officers

Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for any damages, including but not limited to direct, indirect, actual, consequential, special or punitive damages or lost profits.

Issued:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

Effective:

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.4 Limitations

The Company will not be liable for, and shall be fully indemnified and held harmless by the Customer against:

(A) Any claim, loss, expense or damage for any interruption, delay, error, omission or defect in service, facility or transmission provided under this Tariff, if caused by the CLEC(s), LEC or DUC(s) or any other third party providing a portion of the service, or by an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control, and no event absent a determination of willful misconduct through a judicial or administrative proceeding.

(B) Any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

Issued:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

Effective:

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.4 Limitations (continued)

(C) The use or abuse of any service described herein by any party including, but not limited to, the Customer's employees or members of the public. Use or abuse includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service, or device. In the case of inbound service, this also applies to third parties who dial the Customer's Toll Free number by mistake.

(D) Any action, such as Blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unauthorized, fraudulent, or unlawful use of its service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.

(E) Any claim where the Customer indemnifies the Company pursuant to Section 2.5 of this Tariff.

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.5 Liability for Damages

The Company will use its best efforts to provide competent services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide service to its Customers; negligent or defective services to Customers; equipment, computer, network, or electrical malfunctions of any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of providing Service hereunder, where such damages were not caused by the Company's willful misconduct, will in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect occurred.

2.3.6 Liability for Message Content

The Company does not undertake to transmit messages but furnishes the use of its services to its Customers for telecommunications. The Company is not liable for the content of Customer messages.

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.7 With Respect to Busy Line Verification and Interruption

In conjunction with the Busy Line Verification and Interrupt Service as described in Section 4, the Company shall not be liable for any claim that may arise from either party to the interrupted call or any person.

2.3.8 Defacement of Premises

The Company or its agents or employees is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company or the LEC on such premises or by the installation or removal thereof, when the defacement or damage is not the result of negligence of the Company.

2.3.9 Loss of Prepaid Phone Card

The Company will have no liability to the Customer or any third party for any claims that a Prepaid Phone Card or its PIN has been lost, stolen or fraudulently used. In no event will the Company be obligated to restore any Prepaid Phone Card account or otherwise reimburse any Cardholder for any calls charged to the Prepaid Phone Card account which such Cardholder denies having made.

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service

2.4.1 Service Availability

The Company's services are available for use twenty-four hours per day, seven days per week.

2.4.2 Allowable Uses

The service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. The use of service shall be restricted to the Customer, the Customer's employees and representatives in the case of business service, or the Customer, the Customer's family and persons residing in the Customer's household in the case of residential service except as otherwise specified in this Tariff. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the service in a manner that could interfere with service provided to others or that could harm the facilities of the CLEC(s), DUC(s), LEC or others and will be liable for reimbursing the Company or LEC, CLEC or DUC for damages to any facilities or equipment caused by such negligence or willful acts.

Service furnished under this Tariff is intended only for communications in which the Customer has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by the Customer for such use or in the collection, transmission or delivery of any communication for others, except as otherwise stated in this Tariff.

Issued:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

Effective:

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 Indemnification of Company by Customer

The Customer will indemnify, defend, and hold the Company harmless from and against all claims and liabilities against the Company:

- (A) where the Company has stated a limitation of liability in Section 2.3 of this Tariff.
- (B) resulting from Customer (or its employee's agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company services or rates, unauthorized or illegal acts, or violations of right to privacy by the Customer, its employees, agents, or independent contractor.
- (C) for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision of service, whatever shall be the cause and whether negligent or otherwise.
- (D) for any and all liability not expressly assumed by the Company in Section 2.3 of this Tariff and arising in connection with the provision of service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.
- (E) for any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by third parties directly or indirectly authorized by Customer to use the service.

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.2 Payment Obligations

The Customer is responsible for payment for all applicable charges pursuant to this Tariff originated at the Customer's number(s), accepted at the Customer's number, or incurred at the specific request of the Customer. The Customer is responsible for paying for all services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were used fraudulently.

The termination or disconnection of service(s) by the Company does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of termination or disconnection. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

The Customer will be responsible for the payment of all charges for services provided under this Tariff and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the service(s) furnished under this Tariff unless specified otherwise herein. Also see Section 2.16 of this Tariff for the Customer's obligations concerning taxes.

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 2 - RULES AND REGULATIONS

2.6 Obtaining Toll Free Service

2.6.1 Application for Service

To obtain Toll Free service, the Company may require the Customer to provide the Company with a signed letter of agency or third party verified verbal authorization of agency. Upon the Company's acceptance of this proof, all applicable provisions in the Company's Tariff, as amended from time-to-time which are lawfully on file, become the agreement for service between the Company and the Customer. Acceptance or use of service offered by the Company shall be deemed an application for such service and an agreement by the Customer to subscribe to, use, and pay for such service in accordance with the applicable Tariffs of the Company.

Company reserves the right to refuse service to applicants who are known to have been previously terminated by this Company or by LEC or other CLECs within the last twelve (12) months and when the applicant cannot establish credit satisfactory to the Company as given in Section 2.6.2 of this tariff.

All services offered by the Company via a Prepaid Phone Card are prepaid, and therefore, no formal application or credit will be required.

Issued:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

Effective:

SECTION 2 - RULES AND REGULATIONS

2.6 Obtaining Toll Free Service (continued)

2.6.2 Establishment of Credit

(A) Applicant

The Company reserves the right to require all Applicants for Toll Free service to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed letter of agency or verbal third party verified authorization by the Company, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

(B) Customer

Under certain conditions an existing Customer of Toll Free service may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer under these circumstances.

Issued:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

Effective:

SECTION 2 - RULES AND REGULATIONS

2.6 Obtaining Toll Free Service (continued)

2.6.3 Customer Deposits

Any Applicant for Toll Free service whose credit is not acceptable to the Company as provided in Section 2.6.2 of this Tariff may be required to make a deposit to be held by Company as a guarantee of payment for service provided under this Tariff. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by the Company if re-establishment of credit is not satisfactory subject to Section 2.6.2 of this tariff.

Except as otherwise specified in the Tariff, the amount of such deposit shall not exceed the amount of charges for service which it is estimated will accrue for a period of two months; however, after service has been established and experience demonstrates that the amount of the outstanding deposit is not suitable to safeguard the interests of the Company, the Company may require an adjustment of the deposit not exceeding the charges which it is estimated will accrue for a period of two months.

When service is terminated, any balance of the deposit remaining after deduction of all sums due the Company will be returned to the customer. No deposit shall be held beyond a one-year period during which the customer has established satisfactory credit. Interest on deposits will be paid each year at a rate which is established by the Commission.

Issued:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

Effective:

SECTION 2 - RULES AND REGULATIONS

2.6 Obtaining Toll Free Service (continued)

2.6.4 Initial Contract Periods and Termination of Service

(A) Initial Contract Periods

Except as provided herein, the Initial Contract Period is one month. Service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until cancelled by the Customer, with written notification to the Company a minimum of thirty days in advance of the date of cancellation. Unless otherwise specified herein, for purposes of computing this tariff, every month is considered to have thirty (30) days. Initial Contract Periods begin on and include the day following the establishment of service.

(B) Cancellation of Service

When an application or request for service, including additions and changes is cancelled or changed in whole or in part before service is established, the customer may be required to reimburse the Company for all costs incurred in connection with that part of the application or request which is cancelled or changed, except as otherwise stated in this Tariff. The charge to the Customer shall not exceed the charges which would have applied to normal establishment of the original order and subsequent cancellation thereof.

Service may be cancelled prior to expiration of the Initial Contract Period with written notification from the Customer to the Company within a reasonable period in advance of the date of cancellation. Upon such cancellation, the Customer will be responsible for the payment of all charges due for the service period, and for reimbursement to the Company of any services contracted by the Company with a third party for the life of the contract.

Service may be cancelled subsequent to the expiration of the Initial Contact Period with written notification from the Customer to the Company within a reasonable period in advance of the date of cancellation. Upon such cancellation, the Customer will be responsible for the payment of all charges up to and including the date of cancellation.

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 2 - RULES AND REGULATIONS

2.6 Obtaining Toll Free Service (continued)

2.6.5 Provision and Ownership of Equipment and Facilities

Company may use equipment and facilities for provision of services that are furnished in whole or in part by the LEC. Such equipment and facilities located on the premise of a Customer remain the property of the LEC, whose employees or agents acting on behalf of the Company may enter said premises at any reasonable hour to install, repair and inspect equipment and facilities up to and including the Network Interface. In cases where the equipment and facilities beyond the Network Interface remain the property of the Building Owner or other entity, Agents and employees of the Company may enter the premises at any reasonable hour to install, repair and inspect facilities and equipment beyond the Network Interface up to and including the inside wiring and the jack(s).

Equipment and facilities utilized by the Company for the provision of services shall be returned to their owner in good condition upon termination of service, reasonable wear and tear thereof expected. In the case of damage, loss or destruction of any aforementioned equipment and facilities, due to the negligence or willful act of the Customer or other Authorized Users, the Customer shall be required to pay the expense incurred by the Company in connection with replacement of the property damaged, lost, stolen or destroyed, or the expense incurred in restoring it to its original condition.

Issued:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

Effective:

SECTION 2 - RULES AND REGULATIONS

2.6 Obtaining Toll Free Service (continued)

2.6.6 Installation, Maintenance and Repair

All installation, service and repair expense is borne by the Company except as otherwise specified in this tariff. The Customer shall not install, disconnect, rearrange, remove or attempt to repair any equipment or facilities furnished by the Company or permit others to do so, except upon the written consent of the Company or as specified in this tariff.

2.6.7 Non-Routine Establishment of Services

At the Customer's request, establishment of services may be performed outside the Company's normal business hours and normal work intervals. In such cases, costs may be incurred that would not otherwise have been incurred. The Customer may be required to pay, in addition to the other rates and charges specified in this tariff, the amount of additional costs incurred by the Company as a result of the Customer's special requests.

Issued:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

Effective:

SECTION 2 - RULES AND REGULATIONS

2.7 Advance and Assurance of Payments

Customers and applicants may be required to pay for service charges, installation and non-recurring charges of one month's fixed charge in advance of installation of their service. The amount of any advance payment is credited to the Customer's account and applied to indebtedness for the services ordered once provisioned. Customers may also be required to provide a guarantee of payment in the form of credit card imprint or other such guarantee of payment for future services. The required advance payments or other security may be increased or decreased by the Company as it deems appropriate in the light of changing conditions.

Issued:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

Effective:

SECTION 2 - RULES AND REGULATIONS

2.8 Rendering Bill

2.8.1 General

The Company uses cycle billing. The usual billing period is one month. The Company uses direct billing by Company or authorized billing agent. Where billing systems allow, Credit Card billing and automatic withdrawal from Customer's checking or savings accounts are available. Upon notice from the Company, bills may be rendered, and payments may be due from the Customer, on a weekly basis.

2.8.2 Direct Billing By Company Or Authorized Billing Agent

Bills are sent to the Customer's current billing address no later than sixty (60) days following the close of billing. Call detail is included with the bill. Payment in full is due by the due date disclosed on the bill. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check, which should be made payable as named on the bill and are sent to the address as listed on the bill. If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge of 1.5% applies to any past due balance. In instances where a check is returned by the bank and not accepted as payment, the Company may impose a returned check charge of \$30.

Issued:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

Effective:

SECTION 2 - RULES AND REGULATIONS

2.8 Rendering Bill (continued)

2.8.3 Credit Card Billing

With Credit Card billing, when available, the charges for services provided by the Company are billed on the Customer's designated and approved credit card bill. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company. Call detail will not be included in the Credit Card bill.

2.8.4 Automatic Withdrawal From Checking or Savings Account

If the Customer utilizes automatic withdrawal, when available, the charges for services provided by the Company are automatically debited to the Customer's designated checking account or savings account.

Issued:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

Effective:

SECTION 2 - RULES AND REGULATIONS

2.9 Dispute Procedures

2.9.1 Inquiries and disputes, including billing disputes, will be handled as follows:

(A) The Customer shall pose the inquiry or dispute directly to the Company for resolution. Written communications should be directed to the Company's Customer Service department as per Section 2.10 of this Tariff. All undisputed portions of any outstanding balance due are to be paid while resolution of the inquiry or dispute is pending.

(B) The Company will investigate a Customer inquiry or dispute and report the findings to the Customer.

(C) If the Company finds it's actions to be consistent with this Tariff, the Company will inform the Customer of it's no fault finding and require full payment of any outstanding balance due.

(D) If the Customer is not satisfied with the Company's resolution of an inquiry or dispute, the Customer may refer the matter to Florida Public Service Commission at 2540 Shumard Oak Blvd, Tallahassee FL 32399-0850 or via telephone at (850) 413-6600.

Issued:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

Effective:

SECTION 2 - RULES AND REGULATIONS

2.10 Customer Service

The Company maintains a Customer Service Department in Arizona exclusively for Customers' questions, requests for service, compliments, complaints and trouble handling. The Company's Customer Service address and toll free number are printed on the Customer's bill and prepaid card. Customers may contact the Company's Customer Service Department in writing or by calling a toll free number.

The Customer Service Department is located at 300 W. Osborne, Phoenix, Arizona. The toll free number is (800) 755-0803. Excluding holidays, Customer Service Representatives are available 7:00 AM to 7:00 PM Mountain time Monday through Friday, 10:00 AM to 2:00 PM Mountain on Saturday and Sunday. After hours, Sundays and on holidays, Customers are automatically forwarded to an answering service for messaging.

Customer Service support for repair services is available twenty four (24) hours per day, 365 days per year at (800) 755-0803. After hours, trouble management teams will be paged by the answering service for immediate response to reports of trouble and repair needed.

Issued:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

Effective:

SECTION 2 - RULES AND REGULATIONS

2.11 Reserved for Future Use

Issued:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

Effective:

SECTION 2 - RULES AND REGULATIONS

2.11 Reserved for Future Use

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 2 - RULES AND REGULATIONS

2.12 Timing of Calls

2.12.1 Calls are timed by the DUC that carries the call. Conversation time is defined as when two way communications between the calling and called party is possible.

2.12.2 On station-to-station direct-dialed (1+) calls chargeable time begins when the called station answers and the connection is established between the calling station and the called station, miscellaneous common carrier, mobile radio system, or PBX system. Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

2.12.3 Chargeable times ends when the calling station hangs up thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by the automatic timing equipment in the telecommunications network or by the operator.

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 2 - RULES AND REGULATIONS

2.13 Rate Periods

2.13.1 General

Different rates may be applicable to a call at a different time of the day and on certain days of the week, as specified in the appropriate rate schedule for that call. The rate periods shown below apply. All times shown are local time at the calling station in case of an outbound call and at the called station in case of an inbound call.

2.13.2 Day, Evening, and Night Rate Periods

<u>Rate Period</u>	<u>From</u>	<u>To, But Not Including</u>	<u>Days Applicable</u>
Daytime	8:00 A.M.	5:00 P.M.	Mon – Fri
Evening	5:00 P.M.	11:00 P.M.	Sun – Fri
Night/Weekend	11:00 P.M.	8:00 A.M.	All days
	8:00 A.M.	11:00 P.M.	Sat
	8:00 A.M.	5:00 P.M.	Sun

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 2 - RULES AND REGULATIONS

2.14 Determining Rate In Effect

2.14.1 General

For outbound services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the calling station determines the rate in effect. For inbound services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the called station determines the rate in effect.

2.14.2 Multiple Rate Periods

When a call spans multiple rate periods, it is billed at multiple rate period rates. The time at the beginning of each increment of connection determines the applicable rate period. When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge.

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 2 - RULES AND REGULATIONS

2.14 Determining Rate In Effect (continued)

2.14.3 Holiday Rates

Holiday rates apply to the following services:

- None at this time

The term Holiday denotes all the following holidays:

- New Year's Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Memorial Day

The evening rate applies on a holiday unless a lower rate would normally apply.

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 2 - RULES AND REGULATIONS

2.15 Rounding

For all services, fractions of a billing increment are rounded up to the next higher increment. Calls are measured in increments which are specified on the individual pre-paid phone card selected by the Customer.

Issued:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

Effective:

SECTION 2 - RULES AND REGULATIONS

2.16 Taxes and Surcharges

2.16.1 Federal, State and Local Taxes and Surcharges

In addition to the charges specifically pertaining to services, certain federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations.

All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc, unless otherwise specified herein, are not included in the rates listed in this Tariff.

2.16.2 Tax Exemption Status

In order to be granted tax exempt status, a Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time service is ordered. Failure to provide the required documentation at the time service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's service, and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Company is not liable for refunding the amount of the taxes paid the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of service.

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 2 - RULES AND REGULATIONS

2.17 Interruption of Service

2.17.1 Tests and Inspections

Without incurring liability, the Company may interrupt the provision of services at any time in order for tests and inspections to be performed to assure compliance with Tariff regulations and the proper installation and operation of Customer's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

2.17.2 With Regard to Unauthorized, Fraudulent, or Unlawful Use

To prevent possible unauthorized, fraudulent, or unlawful use of service, the Company may initiate Blocking all calls or Blocking calls to or from certain NPA-NXXs, cities, or individual telephone stations for any service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.

2.17.3 Credit Allowances for Monthly Charges

No credit for recurring monthly charges will be issued for outages less than twenty-four consecutive hours in duration. If there is no monthly recurring charge, no credit will be issued. For Customers with service subject to a monthly recurring charge, service interruptions of greater than twenty-four (24) consecutive hours duration will receive a credit equal to the number of hours of service interruption divided by 720 hours times the monthly recurring charge for the service.

2.17.4 Credit Allowances for Usage Sensitive Charges

Credit allowances for the interruption of usage sensitive service are subject to the general liability provisions set forth in Section 2.3.5 of this Tariff. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 2 - RULES AND REGULATIONS

2.18 Termination of Service By Company

The termination of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of termination. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

Issued:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

Effective:

SECTION 2 - RULES AND REGULATIONS

2.19 Terminal Equipment

The Company's services may be used with or terminated in Customer-provide terminal equipment or Customer-provided communications systems such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 2 - RULES AND REGULATIONS

2.20 Credits

2.20.1 Allowances for Interruptions

The Company will take appropriate measures to assure minimal service interruptions. If service is interrupted, appropriate action will be taken to the extent possible to restore service within twenty four (24) hours following notification by the Customer.

Interruptions of more than twenty four (24) consecutive hours, which are reported to or detected by the Company, and which are not due to the negligence or willful act of the Customer will be credited to the Customer's account upon the Customer's request at the proportionate monthly charge involved for each twenty four hours or fraction thereof of interruption.

2.20.2 Credit for an Incomplete Call

An incomplete call is a call where two-way communication was not possible between the called station and the calling station. When a Customer notifies the Company that the Customer has been inadvertently billed for an incomplete call, the Company will issue credit for the amount of the charge for that call.

2.20.3 Credit for Loss of Pre-paid Phone card

If the Customer notifies the Company that a particular Prepaid Phone Card has been lost or stolen prior to the activation of its PIN, the Company will use its best efforts to ensure that such PIN is not activated.

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Prepaid Local Exchange Services

Reserved for Future Use

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 3 - DESCRIPTION OF SERVICES

3.2 Inbound Services

3.2.1 General

Inbound calls are originated from any point in the state on any type of access but are terminated via Switched Access lines in the terminating city to the Customer's location only. Inbound Toll Free permits calls to be completed to the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number, {e.g. (800/888) NXX-XXXX}, which terminates at the Customer's location.

3.2.2 Residential Toll Free

Residential Toll Free is an inbound only, long distance pricing plan. Residential Toll Free is available to Residential Customers that utilize Switched Access to reach the long distance network of the DUC. For all calls, the initial and additional periods are billed in increments of one (1) minute. The minimum service period is one month.

3.2.3 Business Toll Free

Business Toll Free is an inbound only, long distance pricing plan. Business Toll Free is available to Business Customers that utilize Switched Access to reach the long distance network of the DUC. For all calls, the initial and additional periods are billed in increments of one (1) minute. The minimum service period is one month.

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 3 - DESCRIPTION OF SERVICES

3.3 Directory Assistance

Intrastate Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of another party located in another area or state. Directory Assistance is available to any Customer that has access to the directory assistance bureau of the DUC. If a Customer with Switched Access calls directory assistance for a call within its area code, the call is handled by the LEC or CLEC. If a Customer with Switched Access calls directory assistance for a call within the state but outside of its area code, the call may be routed to the DUC for handling. Person-to-Person and collect calls to Directory Assistance are not permitted.

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 3 - DESCRIPTION OF SERVICES

3.4 Miscellaneous Charges

3.4.1 Returned Check Charge

This charge applies when a personal check remitted for payment is not honored by the bank.

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 3 - DESCRIPTION OF SERVICES

3.5 Reserved for Future Use

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 3 - DESCRIPTION OF SERVICES

3.5 Reserved for Future Use

Issued:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

Effective:

SECTION 3 – DESCRIPTION OF SERVICES

3.6 Prepaid Phone Card Services

3.6.1 General

All Prepaid Phone Card services are interstate offerings with the Cardholder having the option of using the Prepaid Phone Card to place calls within the State.

3.6.2 Phone Card

(A) Description of Service

The Phone Card service is a prepaid long distance service that allows Customers to obtain a predetermined amount of access to the Company's long distance services. The card is a dollar based service, meaning there is a fixed amount of dollar (i.e., \$5, \$10, \$20, \$50, or some other denomination) available to the Customer who purchases a card. The initial period and additional periods are as stated on each card

The Phone Card service is offered via "Toll Free" or local access numbers and is available to a Cardholder from touch-tone phone. The Cardholder dials a Toll-Free or local access number. The Cardholder hears recorded messages that guide the Cardholder through the Platform. The Platform validates the Cardholder's PIN, determines whether time remains on the card and, if so, completes the call to the called telephone number dialed by the Cardholder. The Cardholder is verbally informed of the available balance of the Prepaid Phone Card account.

Issued:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

Effective:

SECTION 3 – DESCRIPTION OF SERVICES

3.6 Prepaid Phone Cards Services (continued)

3.6.2 Phone Card (continued)

(A) Description of Service (continued)

Calls are real-time rated during call progression. The total price of each call, including applicable taxes, is calculated on the basis of usage and is deducted from the available account balance associated with each Phone Card. The Company debits the Cardholder's account balance as the Cardholder places a call. The Cardholder receives a warning tone two minutes before the balance reaches zero. Calls in progress will be terminated when the balance reaches zero.

The Cardholder may access the network from anywhere in the United States by dialing a universal "Toll Free" number, a PIN, and the called telephone number.

(B) Availability

Prepaid Calling Cards are available to Residential Customers and Business Customers.

(C) Features

1. Instructions Available In Multiple Languages

The Company may make available to the Cardholder different Toll Free access numbers for instructions in English or Spanish, or other languages as appropriate.

2. Sequential Calling

Sequential calling allows the Cardholder to make several calls without disconnecting from the system after the completion of each call.

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 4 - MAXIMUM RATES AND CHARGES

4.1 Phone Card

4.1.1 Domestic Rates (calls within the United States)

The maximum usage rates for domestic calls are as follows:

Call Initiation.....\$1.99 per call
Rate per minute.....\$0.50 per minute
Initial call period.....15 minutes per call
Subsequent call periods.....15 minute increments

4.1.2 International Rates:

The maximum usage rates for international calls are as follows:

Call Initiation.....\$4.99 per call
Rate per Minute.....\$5.00 per minute
Initial Call Period.....25 minutes per call
Subsequent Call Periods.....25 minute increments

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 4 - MAXIMUM RATES AND CHARGES

4.2 Maintenance Fee

A monthly or weekly maintenance fee applies to each Phone Card, and is identified on each specific Phone Card. The maximum rates for this monthly or weekly maintenance fee are as follows:

Monthly fee.....\$2.99
Weekly fee.....\$0.75

4.3 Directory Assistance

The maximum charge is \$2.00 per minute.

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 4 – MAXIMUM RATES AND CHARGES

4.5 Reserved for Future Use

Issued:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

Effective:

SECTION 4 – MAXIMUM RATES AND CHARGES

4.6 Miscellaneous Charges

4.6.1 Returned Check Charge

The amount of the return check charge is to be no greater than \$30.00. When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's bad check charge applies in lieu of the charge contained in this Tariff.

Issued:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

Effective:

SECTION 5 - PROMOTIONS

5.1 General

From time-to-time, the Company may engage in Special Promotional Offerings or trial Service offerings designed to attract new Customers, retain existing Customers, win back former Customers, stimulate Customer usage, test potential new services and/or increase existing Customer awareness of the Company's services. These offerings may be limited to certain dates, times of day and/or locations determined by the Company. As a condition of subscribing to a promotional offering, the Company may require the Customer to subscribe to a term plan.

Issued:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

Effective:

SECTION 5 - PROMOTIONS

5.2 Reserved for Future Use

Issued:

Effective:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

SECTION 6 – INDIVIDUAL CASE BASIS

6.1 General

Arrangements may be made on a case-by-case basis in response to a bona fide special request from a customer or prospective customer to develop a bid for a service not generally offered under this tariff. ICB rates will be offered to the customer in writing and on a non-discriminatory basis.

Issued:

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

Effective:

ATTACHMENT 7

FINANCIAL INFORMATION

(A) Financial Statements. OnePoint Services was formed less than one year ago, and therefore, does not have a full-year balance sheet, income statement or audited financial information. However, attached is a true and correct copy of a bank statement from Lake Forest Bank & Trust Company, verified by OnePoint's Chief Financial Officer, evidencing OnePoint's certificate of deposit no. 1830 in the amount of \$1,303,702.20 as of February 28, 2000. Thus, although a relatively new company, OnePoint possesses reasonably liquid and available financial resources to provide continuous telecommunications services in the State of Florida. Also attached hereto is a copy of OnePoint Services' pro forma financial statements for the years 1999 to 2004. In addition to the certificate of deposit, OnePoint Services has access to additional financing and capital as may be required through its majority member, OnePoint Communications Corp. Consolidated audited financial statements for OnePoint Communications Corp. for the years ended December 31, 1999, and December 31, 1998, are attached hereto.

(B) Experienced Management. In addition to its financial wherewithal, OnePoint Services has put together an experienced team of telecommunications personnel to operate the company. OnePoint Services shares certain of its top management and key personnel with its majority member, OnePoint Communications Corp. OnePoint Communications Corp. was formed in January 1997 as a combination of two well-established companies: Mid-Atlantic Cable, a Washington D.C.-based private cable television company, and TelcomPlus, a national telecommunications service provider. In June 1998, OnePoint Communications Corp. acquired the multi dwelling unit (also known as MDU), operations of Preferred Entertainment Cable in Chicago and became the largest private cable operator in the City of Chicago. Today, OnePoint

Communications Corp. is a premier provider of local and long distance telephone service, cable and direct broadcast satellite television, and high speed Internet access for MDU residents. In addition to its headquarters in the Chicago area, OnePoint Communications Corp. or its affiliates have corporate offices in Washington D.C., Atlanta, Denver and Phoenix, as well as a customer care center in Maryland.

ATTACHMENT 8

TECHNICAL COMPETENCY

OnePoint Services, L.L.C., has significant and recognized technical ability to provide the telecommunications services described in this application. Attached hereto is a brief description of the telecommunications experience of the corporate officers and key personnel of OnePoint Services.

Albin (Al) Moschner**President and CEO, OnePoint Services, L.L.C.**

Prior to forming OnePoint Services, L.L.C., Mr. Moschner served as president and CEO of MilleCom, Inc., a start-up telecommunications company. Prior to this, Mr. Moschner served as vice-chairman of Diba, a Silicon Valley based start-up software company, after joining the company in 1996 as a principal and director. Previously, Mr. Moschner was president and CEO of Zenith Electronics after serving as its senior vice-president of operations since 1991. He also served on Zenith's Board of Directors since April 1992. Before Zenith, he was COO for Tricord Systems, Inc., a Minnesota-based start-up computer company, and a COO at ETA Systems, the supercomputer subsidiary of Control Data Corporation. Mr. Moschner's career began in 1974 as an engineer at IBM and then in various key technical and senior management positions for 14 years, most recently as acting general manager of IBM's Rochester, Minnesota location. Currently serving as a director of Polaroid Corporation Pella Corporation, Wintrust Financial Corporation and Vision Solutions, Mr. Moschner holds an MS in electrical engineering from Syracuse University and a BE in electrical engineering from The City College of New York.

Timothy J. Ostrowski
Chief Financial Officer, OnePoint Services, L.L.C.

Prior to joining OnePoint Services, L.L.C., Mr. Ostrowski served as chief financial officer of MilleCom, Inc., a start-up telecommunications company. Prior to this, Mr. Ostrowski was a principal for MKW Consulting, which advises on financial systems/productivity improvements in the utilities industry. Prior to MKW, he was vice president, supply management for Zenith Electronics in 1995 managing the corporation's logistic systems. Before moving to operations, Mr. Ostrowski served as controller for Zenith's \$1 billion consumer electronics division from 1992 to 1994. He also served as chief financial officer at Fisher Hamilton Scientific. Mr. Ostrowski holds an MBA in marketing and a BS in finance from Northern Illinois University. He also serves on the Board of Trustees and Operations Committee of Alexian Brothers Medical Center.

Management

Both Mr. Oscar Aguiar and Mr. James Silva share the management of RCP Communications, Inc. Both jointly delegate the operational responsibilities and provide leadership, direction and motivation to the company's employees. Mr. Aguiar is the company's Chief Executive Officer, and Mr. Silva is the President. Both also comprise the Board of Directors.

Oscar Aguiar

Mr. Oscar Aguiar was recruited to the U.S. Navy in 1987 as an Operational Specialist. His computer system expertise and uncommon technical abilities were utilized by the Navy in his assignment to the Navy's classified Computerized Radar Tracking Systems for Counter Warfare Operations. This position encompassed operational responsibilities that included Anti-warfare, Combat Navigation, Guided Defense Weaponry and Combat Room Operations.

Mr. Aguiar's skills, leadership, and operational knowledge were utilized on a global basis including 6 months at the Navy's Mediterranean Strategic Operations. Mr. Aguiar was also assigned to the Computer Training Division, where his skills in mainframe computer routines and database management were further utilized. Mr. Aguiar received an honorable Discharge in 1989 when he decided to pursue a professional career in computerization sales and management.

In 1990, Oscar joined the management team of Compuclassics, Inc., an international computer software and hardware firm. Mr. Aguiar managed production, purchasing, and inventory control while also playing a substantial role in the company's research and development activities, which included testing and approving new software applications. Oscar developed a computerized inventory management and cost control system that yielded the company 15% savings in the cost of goods sold.

Oscar's knowledge of the company's products, his in-depth computer skills, and his ability to effectively communicate, led to his participation in Compuclassic's International Sales and Marketing Operations where he excelled.

During the period between 1991 and 1993, Oscar concurrently directed mainframe operations for ITT Hartford Insurance, Inc., in Beverly Hills, California. This demanding System Administrator's position included managing the company's 50 user Wang V7 mainframe system as well as implementing substantial system upgrades and modifications. Oscar designed and administered a comprehensive statistical analysis and financial reporting system that was utilized by management in making key corporate decisions.

In 1994 Oscar joined forces with Demosource, Inc., a computerized telephony integrator located in Northridge, California. Oscar realized the enormous growth potential in the computerization of the telecom industry as a result of industry

deregulation, and joined Demosource to capitalize on this opportunity. Demosource later moved to Scottsdale Arizona and Oscar relocated in Phoenix to continue with Demosource.

During his tenure at Demosource, Oscar met James A. Silva who also worked there. Together, Oscar and James realized they could not fulfill their long-range financial objectives at Demosource, so they ultimately left Demosource and formed FLUX TELCOM as partners in December of 1995. Their joint accomplishments are described at the end of this section.

Mr. Aguiar continued his education in business management and computer technology by attending Pierce Community College in California, Valley Forge College in California and in Arizona, attended Scottsdale Community College and Paradise Valley Community College.

James A. Silva

Mr. Silva first experienced his love for computer in 1988 when he enrolled in some introductory programming classes while he was attending Valley Community College in Southern California. He found programming and computer operations fascinating, and soon advanced his knowledge far beyond what the college could offer. James gained employment at Wicks Furniture as a warehouseman while attending college to provide a modest but adequate income. Wick's management soon realized the abilities James possessed and promoted him to the merchandising department with a healthy 20% raise in pay.

With his thirst for responsibility and meticulous attention for detail, James was promoted to a management position and given the responsibility of inventory tracking and pricing over \$1 million of furniture that sprawled over 175,000 square feet. This enabled James to become so proficient at computerized inventory management and pricing systems that the company promoted him once again, but as the Manager of Inventory Systems. This position included another 200,000 square foot warehouse, 25 branches, and included inventory tracking and analysis, vendor shipment tracking, and inventory turnover reports.

This 50-year-old company had a difficult time keeping sales personnel, and when the sales department was short, which became quite frequent, they called on James to help. It seemed natural as he was pleasant, bright, and knew where every piece of inventory was in the company. James soon rose to the ranks of the top 10 salesmen in the corporation, and the company notified James they wanted him to stay in Sales and they would find a replacement to fill his inventory management position. This didn't suit James, so he accepted a position with Demosource, Inc., a computerized telephony systems integrator and developer.

Although the new position was in the Sales department, it promised rapid advancement to a management position. James loved this job and the challenge it

afforded. He became more of a system integrator/designer than a salesman as his understanding of computers was superior, but he soon became the most productive member of the sales team.

In December of 1994, Demosource moved to Arizona. The company relocated James and advanced him to Sales Manager. He was in full charge of a sales team producing \$3 million per year. As the technology advanced, the company's product development department did not, thus frustrating James as the company could not keep up with the intense growth of the industry. James and Oscar Aguiar worked closely together at Demosource, and in December of 1995, decided to invest their entire savings into a joint venture to capitalize on providing the products and services the industry really needed.

Oscar and James Formed Flux Telecom

James and Oscar both began advertising voice mail and IVR (interactive voice response) products they rapidly developed in order to provide enough revenue to fund the design and development of the debit card platform. After exhausting their resources, the new Point 2 Point debit card platform was ready to market. Advertising was launched in several trade journals and within a month or two; they became swamped with inquiries. They also set up their own call center and sold prepaid cards using their own platform. Success was immediately forthcoming, as prospective platform customers saw the system in action and actually generating healthy business, and platforms were sold on the spot.

In July of 1996, the company name was changed to Oasis Communications. Oasis was one of a few companies in the U.S., to offer both a platform and prepaid phone cards. Sales continued to climb and additional employees were added to maintain a high quality of operational efficiency as well as customer service. Research and development efforts did not stop either as Oscar and James continued to add never heard of before features to the Point 2 Point platform, making it the product with the greatest amount of features in the market.

There was no name association with Oasis, so the company name was changed once again. This time the name was associated with the company's products and services; Rates, Cards and Platforms – or, RCP, for short. At this time the company's lawyer and accountant advised Oscar and James to incorporate, so the partnership became an S Corp. in July 1997.

RCP rapidly developed an excellent network of distributors and sales in 1997 exceeded \$1 million and became known to the industry a one-stop source for prepaid wholesalers. On July 1, 1998, RCP transitioned into a C Corp. Oscar and James focused on growth and as local and nation-wide distribution grew with an expanded product line and high quality customer service, the combined S Corp. and C Corp. 1998 sales exploded to \$12.8 million. Continued and projections are to finish 1999 with sales in excess of \$17 million. Many national accounts for phone cards were also developed such as Mail Boxes, Etc., Dollar Stores, Lance Burton, Diebold, Greyhound, Mobil Oil, Shell

Oil and many more. RCP is also hosts other prepaid card companies platforms in its collocation operation, making RCP a major provider of prepaid time with sales exceeding 25 million minutes per month.

Oscar and James have an excellent working relationship and great mutual respect for each other, which has been responsible for their rapid success. They have compiled a highly energized and motivated management team that provides the necessary back office support required for ultra-growth organizations like RCP. RCP is poised for massive growth and Oscar and James are confident the management team is ready to grow RCP into a \$100 million company by 2002. Oscar and James' knowledge of the many different segments of the industry, coupled with their ability to introduce and successfully market products to the industry, has made RCP a thriving company.