

hunter communications law group

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FEDERAL BUREAU OF INVESTIGATION
DEPARTMENT OF JUSTICE

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MAIL ROOM

VIA OVERNIGHT COURIER

May 24, 2000

Mr. Walter D'Haeseleer, Director
Telecommunications Division
Florida Public Service Commission
Division of Communications
Certification and Compliance Section
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0866

000639-TI

**Re: Application of eVulkan, Inc. d/b/a beMANY!
for Authority to Provide Interexchange Telecommunications
Service Within the State of Florida**

Dear Mr. D'Haeseleer:

Enclosed herewith, on behalf of eVulkan, Inc. d/b/a beMANY! ("beMANY!"), are an original and six copies of beMANY!'s Application for Authority to Provide Interexchange Telecommunications Service Within the State of Florida. Also enclosed is a check made payable to the Florida Public Service Commission ("Commission") in satisfaction of the \$250.00 statutory filing fee for this application.

Please file/stamp the enclosed copy of this transmittal letter to acknowledge receipt of beMANY!'s Application by the Commission and return it to our offices in the enclosed addressed envelope.

Should you have any questions concerning this matter, please do not hesitate to contact the undersigned.

Respectfully submitted,

Catherine M. Hannan

Catherine M. Hannan

Enclosures

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

Initials of person who forwarded check:

[Handwritten initials]

RECEIVED & FILED

[Handwritten initials]

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

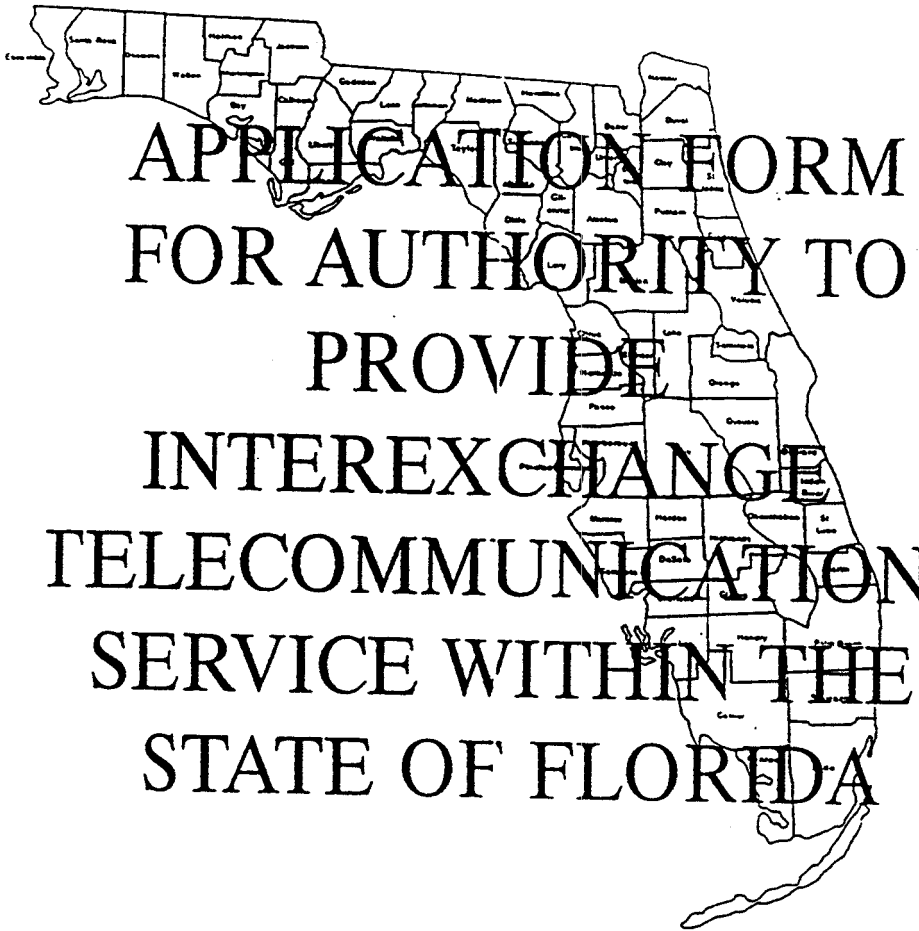
06465 MAY 25 8

1620 I Street, N.W.
Suite 701

Washington, D.C. 20006
Telephone (202) 293-2500
Facsimile (202) 293-2571

FPSC-RECORDS/REPORTING

ORIGINAL



APPLICATION FORM
FOR AUTHORITY TO
PROVIDE
INTEREXCHANGE
TELECOMMUNICATION
SERVICE WITHIN THE
STATE OF FLORIDA

DOCUMENT NUMBER-DATE

06465 MAY 25 8

FPSC-RECORDS/REPORTING

**** FLORIDA PUBLIC SERVICE COMMISSION ***

**DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION**

**APPLICATION FORM
for
AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE
WITHIN THE STATE OF FLORIDA**

Instructions

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have questions about completing the form, contact:

**Florida Public Service Commission
Division of Communications
Bureau of Service Evaluation
2540 Shumard Oak Blvd.
Gunter Building
Tallahassee, Florida 32399-0850
(904) 413-6600**

- E. 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 Administration
2540 Shumard Oak Blvd.
Gunter Building
Tallahassee, Florida 32399-0850
(904) 413-6251**

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

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

- Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own 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 the 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.

2. This is an application for (check one):
- Original Authority (New company).
 - Approval of Transfer (To another certificated company).
 - Approval of Assignment of existing certificate (To an uncertificated company).
 - Approval for transfer of control (To another certificated company).

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

eVulkan, Inc.

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

beMANY!

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

One River Court, Suite 1408
Jersey City, NJ 07310

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

526 E. Park Avenue
Tallahassee, FL 32301

7. Structure of organization;

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Corporation |
| <input checked="" type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Other, _____ | |

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

Not Applicable

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

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

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

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

9. If incorporated, please give:

- (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida. PLEASE SEE EXHIBIT 1:

Corporate charter number: F0000002317

- (b) Name and address of the company's Florida registered agent. NRAI Services, Inc.
526 E. Park Avenue
Tallahassee, FL 32301

- (c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable. PLEASE SEE EXHIBIT 2 /

Fictitious name registration number: G00118900004

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

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

None

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

None

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

- (a) and (c):
(a) The application; Catherine M. Hannan, Regulatory Counsel
1620 I Street, N.W., Suite 701
Washington, DC 20006
(202) 293-2500
- (b) Official Point of Contact for the ongoing operations of the company;
(b) and (d):
George Jankovic, President and CEO
eVulkan, Inc. d/b/a beMANY!
One River Court, Suite 1408
Jersey City, NJ 07310
- (c) Tariff;
- (d) Complaints/Inquiries from customers;

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

None

(b) Has applications pending to be certificated as an interexchange carrier.

Applicant has filed, or expects to file within the next 30 days, applications for interexchange carrier authority in all 50 states.

(c) Is certificated to operate as an interexchange carrier.

Applicant is authorized to operate as an interexchange carrier in the states of Colorado, Michigan, Montana, and New Jersey and by the FCC to provide interstate and international services. (d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.

None

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

None

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

None

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

12. What services will the applicant offer to other certificated telephone companies:

- Facilities. Operators.
 Billing and Collection. Sales.
 Maintenance.
 Other: _____

Not Applicable

13. Do you have a marketing program?

Applicant conducts all marketing activities through its in-house marketing team.

14. Will your marketing program:

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

Not Applicable

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

Not Applicable

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

- Residential customers. Business customers.
 PATS providers. PATS station end-users.
 Hotels & motels. Hotel & motel guests.
 Universities. Univ. dormitory residents.
 Other: (specify) _____

17. Please provide the following (if applicable):

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

Applicant's name will appear on the bill for its services.

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

Applicant will perform billing functions on its own behalf.

18. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications service in Florida.

A. Financial capability. PLEASE SEE EXHIBIT 3

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements for the most recent 3 years, including:

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

Further, a written explanation, which can include supporting documentation, regarding the following should be provided to show financial capability.

1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.

3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

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.

If available, the financial statements should be audited financial statements.

If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should affirm that the financial statements are true and correct.

B. Managerial capability. PLEASE SEE EXHIBIT 4

C. Technical capability. PLEASE SEE EXHIBIT 4

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

PLEASE SEE EXHIBIT 5

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

MTS with distance sensitive per minute rates

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

MTS with route specific rates per minute

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

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

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

MTS for pay telephone service providers

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

800 Service (Toll free)

WATS type service (Bulk or volume discount)
 Method of access is via dedicated facilities
 Method of access is via switched facilities

Private Line services (Channel Services)
(For ex. 1.544 mbs., DS-3, etc.)

Travel Service
 Method of access is 950
 Method of access is 800

900 service

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

Services included are:

Station assistance
 Person to Person assistance
 Directory assistance
 Operator verify and interrupt
 Conference Calling

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

The end user dials 1 + the area code and telephone number to access of the above services with the exception of travel service, which is accessed by means of a

22. Other:
company-provided toll-free access number.

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

**** APPLICANT ACKNOWLEDGEMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of-\$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange service.
6. **ACCURACY OF APPLICATION:** By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement.
Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083".

UTILITY OFFICIAL:

George Jankovic
Signature

05/22/00

Date

George Jankovic

President and Chief Executive Officer

Title

201-714-9943

Telephone No.

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

**** APPENDIX A ****

CERTIFICATE TRANSFER STATEMENT

I, (TYPE NAME) _____,
(TITLE) _____, of (NAME OF COMPANY)
_____, and current
holder of certificate number _____, have reviewed
this application and join in the petitioner's request for a
transfer of the above-mention certificate.

UTILITY OFFICIAL:

_____	_____
Signature	Date
_____	//
_____	_____
Title	Telephone No.

**** APPENDIX B ****

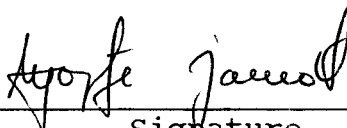
CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

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

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

UTILITY OFFICIAL:



Signature

05/22/00

Date

George Jankovic

President and Chief Executive Officer

Title

201-714-9943

Telephone No.

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

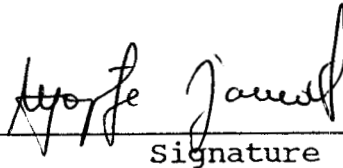
Not Applicable

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

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

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

UTILITY OFFICIAL:


Signature

05/22/00

Date

George Jankovic

President and Chief Executive Officer

Title

201-714-9943

Telephone No.

** APPENDIX D **

FLORIDA TELEPHONE EXCHANGES

AND

EAS ROUTES

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

** FLORIDA EAS FOR MAJOR EXCHANGES **

<u>Extended Service</u> <u>Area</u>	<u>with</u>	<u>These Exchanges</u>
PENSACOLA:		Cantonment, Gulf Breeze Pace, Milton Holley-Navarre.
PANAMA CITY:		Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.
TALLAHASSEE:		Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.
JACKSONVILLE:		Baldwin, Ft. George, Jacksonville Beach, Callahan, Maxville, Middleburg Orange Park, Ponte Vedra and Julington.
GAINESVILLE:		Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.
Ocala:		Belleview, Citra, Dunnellon,

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

Forest Lady Lake (B21),
McIntosh, Oklawaha,
Orange Springs, Salt Springs and
Silver Springs Shores.

DAYTONA BEACH:

New Smyrna Beach.

TAMPA:

Central	None
East	Plant City
North	Zephyrhills
South	Palmetto
West	Clearwater

CLEARWATER:

St. Petersburg, Tampa-West and
Tarpon Springs.

ST. PETERSBURG:

Clearwater.

LAKELAND:

Bartow, Mulberry, Plant City,
Polk City and Winter Haven.

ORLANDO:

Apopka, East Orange, Lake Buena
Vista, Oviedo, Windermere,
Winter Garden,
Winter Park, Montverde, Reedy
Creek, and Oviedo-Winter
Springs.

WINTER PARK: Apopka, East Orange, Lake Buena Vista,
Orlando, Oviedo, Sanford, Windermere,
Winter Garden, Oviedo-Winter Springs
Reedy Creek, Geneva and Montverde.

TITUSVILLE:

Cocoa and Cocoa Beach.

COCOA:

Cocoa Beach, Eau Gallie,
Melbourne and Titusville.

MELBOURNE:

Cocoa, Cocoa Beach, Eau Gallie
and Sebastian.

SARASOTA:

Bradenton, Myakka and Venice.

FT. MYERS:

Cape Coral, Ft. Myers Beach, North Cape
Coral, North Ft. Myers, Pine Island, Lehigh
Acres and Sanibel-Captiva Islands.

NAPLES:

Marco Island and North Naples.

WEST PALM BEACH:

Boynton Beach and Jupiter.

POMPANO BEACH:	Boca Raton, Coral Springs, Deerfield Beach and Ft. Lauderdale.
FT. LAUDERDALE:	Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.
HOLLYWOOD:	Ft. Lauderdale and North Dade.
NORTH DADE:	Hollywood, Miami and Perrine.
MIAMI:	Homestead, North Dade and Perrine

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

**** APPENDIX E ****

**** GLOSSARY ****

ACCESS CODE: The term denotes a uniform four or seven digit code assigned to an individual IXC. The five digit code has the form 10XXX and the seven digit code has the form 950-XXXX.

BYPASS: Transmission facilities that go direct from the local exchange end user to an IXC point of presence, thus bypassing the local exchange company.

CARRIERS CARRIER: An IXC that provides telecommunications service, mainly bulk transmission service, to other IXC only.

CENTRAL OFFICE: A local operating unit by means of which connections are established between subscribers' lines and trunk or toll lines to other central offices within the same exchange or other exchanges. Each three (3) digit central office code (NXX) used shall be considered a separate central office unit.

CENTRAL OFFICE CODE: The term denotes the first three digits (NXX) of the seven (7) digit telephone number assigned to a customer's telephone exchange service.

COMMISSION: The Florida Public Service Commission. //

COMPANY, TELEPHONE COMPANY, UTILITY: These terms may be used interchangeably herein and shall mean any person, firm, partnership or corporation engaged in the business of furnishing communication service to the public under the jurisdiction of the Commission.

DEDICATED FACILITY: The term denotes a transmission circuit which is permanently for the exclusive use of a customer or a pair of customers.

END USER: The term denotes any individual, partnership, association, corporation, governmental agency or any other entity which (A) obtains a common line, uses a pay telephone or obtains interstate service arrangements in the operating territory of the company or (B) subscribes to interstate services provided by an IXC or uses the services of the IXC when the IXC provides interstate service for its own use.

EQUAL ACCESS EXCHANGE AREAS: EAEA means a geographic area, configured based on 1987 planned toll center/access tandem areas, in which local exchange companies are responsible for providing equal access to both carriers and customers of carriers in the most economically efficient manner.

EXCHANGE: The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area. An exchange may include more than one central office unit.

EXCHANGE (SERVICE) AREA: The territory, including the base rate suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

EXTENDED AREA SERVICE: A type of telephone service furnished under tariff provision whereby subscribers of a given exchange or area may complete calls to, and receive messages from, one or more other contiguous exchanges without toll charges, or complete calls to one or more other exchanges without toll message charges.

FACILITIES BASED: An IXC that has its own transmission and/or switching equipment or other elements of equipment and does not rely on others to provide this service.

FOREIGN EXCHANGE SERVICES: A classification of exchange service furnished under tariff provisions whereby a subscriber may be provided telephone service from an exchange other than the one from which he would normally be served.

FEATURE GROUPS: General categories of unbundled tariffs to stipulate related services.

Feature Group A: Line side connections presently serving specialized common carriers.

Feature Group B: Trunk side connections without equal digit or code dialing.

Feature Group C: Trunk side connections presently serving AT&T-C.

Feature Group D: Equal trunk access with subscription.

INTEREXCHANGE COMPANY: means any telephone company, as defined in Section 364.02(4), F.S. (excluding Payphone Providers), which provides telecommunication service between exchange areas as those areas are described in the approved tariffs of individual local exchange companies.

INTER-OFFICE CALL: A telephone call originating in one central office unit or entity but terminating in another central office unit or entity both of which are in the same designated exchange area.

INTRA-OFFICE CALL: A telephone call originating and terminating within the same central office unit or entity.

INTRASTATE COMMUNICATIONS: The term denotes any communications in Florida subject to oversight by the Florida Public Service Commission as provided by the laws of the State.

INTRA-STATE TOLL MESSAGE: Those toll messages which originate and terminate within the same state.

LOCAL ACCESS AND TRANSPORT AREA: LATA means the geographic area established for the administration of communications service. It encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL EXCHANGE COMPANY (LEC): Means any telephone company, as defined in Section 364.02(4), F.S., which, in addition to any other telephonic communication service, provides telecommunication service within exchange areas as those areas are described in the approved tariffs of the telephone company.

OPTIONAL CALLING PLAN: An optional service furnished under tariff provisions which recognizes a need of some subscribers for extended area calling without imposing the cost on the entire body of subscribers.

900 SERVICE: A service similar to 800 service, except this service is charged back to the customer based on first minute plus additional minute usage.

PIN NUMBER: A group of numbers used by a company to identify their customers.

PAY TELEPHONE SERVICE COMPANY: Means any telephone company, other than a Local Exchange Company, which provides pay telephone service as defined in Section 364.335(4), F.S.

POINT OF PRESENCE (POP): Bell-coined term which designates the

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

actual (physical) location of an IXC's facility. Replaces some applications of the term "demarcation point."

PRIMARY SERVICE: Individual line service or party line service.

RESELLER: An IXC that does not have certain facilities but purchases telecommunications service from an IXC and then resells that service to others.

STATION: A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.

SUBSCRIBER, CUSTOMER: These terms may be used interchangeably herein and shall mean any person, firm, partnership, corporation, municipality, cooperative organization, or governmental agency supplied with communication service by a telephone company.

SUBSCRIBER LINE: The circuit or channel used to connect the subscriber station with the central office equipment.

SWITCHING CENTER: Location at which telephone traffic, either local or toll, is switched or connected from one circuit or line to another. A local switching center may be comprised of several central office units.

TRUNK: A communication channel between central office units or entities, or private branch exchanges.

ATTACHMENTS:

- A - CERTIFICATE TRANSFER STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - INTRASTATE NETWORK
- D - FLORIDA TELEPHONE EXCHANGES and EAS ROUTES
- E - GLOSSARY

EXHIBIT 1

**Foreign Corporation Authorization
of
eVulkan, Inc. d/b/a beMANY!**



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

April 27, 2000

CORPORATE ACCESS
TALLAHASSEE, FL

Qualification documents for EVULKAN, INC, were filed on April 27, 2000 and assigned document number F0000002317. Please refer to this number whenever corresponding with this office.

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

The certification you requested is enclosed.

A corporation 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 corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 487-6051, the Foreign Qualification/Tax Lien Section.

Buck Kohr
Corporate Specialist
Division of Corporations

Letter Number: 300A00023198

State of Florida



Department of State

I certify the attached is a true and correct copy of the application by EVULKAN, INC., a Delaware corporation, authorized to transact business within the State of Florida on April 27, 2000 as shown by the records of this office.

The document number of this corporation is F00000002317.

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



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.

SECRETARY OF STATE
DIVISION OF CORPORATIONS
APR 27 PM 1:13

1. eVulkan, Inc.
(Name of corporation; must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)

2. Delaware 3. 23-3009155
(State or country under the law of which it is incorporated) (FEI number, if applicable)

4. July 9, 1999 5. Perpetual
(Date of incorporation) (Duration: Year corp. will cease to exist or "perpetual")

6. Upon Qualification
(Date first transacted business in Florida.) (SEE SECTIONS 607.1501, 607.1502 and 817.155, F.S.)

7. 9071 Mill Creek Road, Apartment 1702
Levittown, PA 19054
(Current mailing address)

8. Telecommunication services provider
(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box or Mail Drop Box **NOT** acceptable)

Name: NRAI Services, Inc.

Office Address: 526 E. Park Avenue
Tallahassee, Florida, 32301
(Zip code)

10. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Tina Leland
Tina Leland (Registered agent's signature) Asst. Sec. for
NRAI Services, Inc.

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and addresses of officers and/or directors: (Street address **ONLY** - P.O. Box **NOT** acceptable)

A. DIRECTORS (Street address only - P.O. Box NOT acceptable)

Chairman: Please see attached Addendum

Address: _____

Vice Chairman: _____

Address: _____

Director: _____

Address: _____

Director: _____

Address: _____

B. OFFICERS (Street address only - P.O. Box NOT acceptable)

President: Please see attached Addendum

Address: _____

Vice President: _____

Address: _____

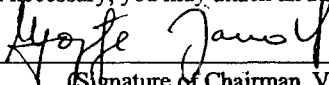
Secretary: _____

Address: _____

Treasurer: _____

Address: _____

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13. 
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

14. George Jankovic, President
(Typed or printed name and capacity of person signing application)

FILED
DIVISION OF STATE CORPORATIONS
00 APR 27 PM 1:13

**ADDENDUM TO FILING
OF
EVULKAN, INC.**

OFFICERS:

President	George Jankovic	9071 Mill Creek Rd., Apt. 1702 Levittown, PA 19054
Vice President	Mircea Mihaesca	3100 Steeles Ave. West, #403 Concord, Ontario L4K 3R1 Canada
Secretary	George Jankovic	9071 Mill Creek Rd., Apt. 1702 Levittown, PA 19054
Treasurer	George Jankovic	9071 Mill Creek Rd., Apt. 1702 Levittown, PA 19054

DIRECTORS:

Chairperson	George Jankovic	9071 Mill Creek Rd., Apt. 1702 Levittown, PA 19054
Director	Mircea Mihaesca	3100 Steeles Ave. West, #403 Concord, Ontario L4K 3R1 Canada
Director	Virginia Bonker	230 Lackawanna Drive Andover, NJ 07821-4113
Director	Michael Hagan	c/o VerticalNet, Inc. 700 Dresher Road Horsham, PA 19044
Director	Bradley A. Feld	c/o Softbank Venture Capital P.O. Box E Eldorado Springs, CO 80025

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
00 APR 27 PM 1:13

EXHIBIT 2

**Fictitious Name Authorization
of
eVulkan, Inc. d/b/a beMANY!**



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

April 28, 2000

BEMANY!
9071 MILL CREEK RD., APT. 1702
LEVITTOWN, PA 19054

Subject: **BEMANY!**

REGISTRATION NUMBER: **G00118900002**

This will acknowledge the filing of the above fictitious name registration which was registered on April 27, 2000. This registration gives no rights to ownership of the name.

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

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

Enclosed is your certificate(s) as requested.

Should you have any questions regarding this matter you may contact our office at (850) 488-9000.

Reinstatement Section
Division of Corporations

Letter No. 900A00023312

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Application For Registration of Fictitious Name of BEMANY!, registered with the Department of State on April 27, 2000, as shown by the records of this office.

The Registration Number of this Fictitious Name is G00118900002.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-eighth day of April, 2000



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

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

FILED

00 APR 27 AM 7:47

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Section 1

1. beMANY!
Fictitious Name to be Registered

2. 9071 Mill Creek Rd., Apt. 1702
Mailing Address of Business

Levittown PA 19054
City State Zip Code

3. Florida County of principal place of business: Dade

4. FEI Number: 23-3009155

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.

Address

City State Zip Code
SS# _____ - _____ - _____ (optional)

2. Last First M.I.

Address

City State Zip Code
SS# _____ - _____ - _____ (optional)

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

1. eVulkan, Inc.
Entity Name
9071 Mill Creek Rd., Apt. 1702
Address
Levittown PA 19054
City State Zip Code
Florida Registration Number FV0000602317
FEI Number: 23-3009155
 Applied for Not Applicable

2. _____
Entity Name

Address

City State Zip Code
Florida Registration Number _____
FEI Number: _____
 Applied for 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. 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] 4/7/00
Signature of Owner Date
Phone Number: 215/547-8228

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

EXHIBIT 3

**Financial Documentation
of
eVulkan, Inc. d/b/a beMANY!**

As a newly-formed entity, eVulkan, Inc. d/b/a beMANY! ("beMANY!") does not possess historical financial statements. Because beMANY! will be providing service on a resale basis, capital outlays will be minimal; accordingly, Applicant anticipates satisfying its cash flow obligations from revenues from its Florida operation.

Notwithstanding the self-supporting nature of Applicant's proposed operations, attached hereto is beMANY!'s most recently available balance sheet, for the quarter ending March 31, 2000, which demonstrates Applicant's possession of more than sufficient financial resources to provide resold local telecommunications services to residents of the State of Florida.

Mar 31, '00

ASSETS

Current Assets

Checking/Savings

Temp Inv Fund 10,200,000

US Bank Accounts 577,757

Canadian Bank Accounts -111,367

Total Checking/Savings 10,666,390

Total Current Assets 10,666,390

Fixed Assets

Computer Equipment 267,302

Office Furniture 7,401

Patent 430

Web Site 28,566

Total Fixed Assets 303,699

Other Assets

Security Deposit 1,800,000

Organizational Costs 10,000

Total Other Assets 1,810,000

TOTAL ASSETS 12,780,089

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

Employee Reimbursements 23,596

Payroll Liabilities 472

Total Other Current Liabilities 24,068

Total Current Liabilities 24,068

Total Liabilities 24,068

Equity

Common Stock 8,000

Additional Paid In Cap. Common 2,000

Preferred Stock 7,324

Add'l Paid in Cap. Preferred 13,542,671

Retained Earnings -231,988

Net Income -571,988

Total Equity 12,756,019

TOTAL LIABILITIES & EQUITY 12,780,087

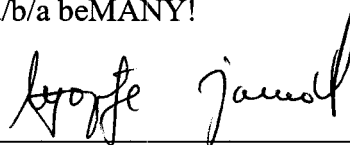
**BEFORE THE
PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA**

CERTIFICATION

I, George Jankovic, a duly authorized officer of eVulkan, Inc. d/b/a beMANY!, am authorized to make this certification on behalf of beMANY! I hereby declare under penalty of perjury that the financial information concerning beMANY! reflected in the foregoing documentation is true, complete, and accurate to the best of my knowledge.

eVulkan, Inc.
d/b/a beMANY!

By:



George Jankovic,
President and Chief Executive Officer

May 22, 2000
Dated: _____

EXHIBIT 4

**Managerial and Technical Expertise
of
Senior Management Team
of
eVulkan, Inc. d/b/a beMANY!**

eVulkan, Inc. d/b/a beMANY!

TECHNICAL QUALIFICATIONS/MANAGEMENT EXPERIENCE

eVulkan, Inc. d/b/a beMANY! ("beMANY") has assembled a highly skilled management team, which brings a wealth of experience and expertise to the Company's local and interexchange telecommunications services ventures. Together, the Company's executives provide it with the depth and breadth of management, operational and technical capabilities necessary to facilitate its provision of high quality, affordable local and interexchange telecommunications services.

Brief summaries of the experience of key members of the Company's executive team are set forth below:

GEORGE JANKOVIC
President and
Chief Executive Officer

George Jankovic, President and Chief Executive officer of beMANY!, has been at the forefront of business-to-business Internet applications, focusing upon the provision of not only telecommunications services, but other utility services, to small to medium-sized businesses. Building upon his extensive "B-2-B" customer care and marketing expertise, Mr. Jankovic founded beMANY! in 1999 to create a forum within which individual business and residential consumers might benefit from access to a broad array of services, including telecommunications and various forms of energy services, at rates previously available only to much larger corporate or institutional customers.

Prior to founding beMANY!, Mr. Jankovic was a senior member of the executive management team of VerticalNet, Inc., a publicly-traded company which was at the time of Mr. Jankovic's association with the company, the largest Internet business-to-business company in operation. While part of VerticalNet's executive management team, Mr. Jankovic was extensively involved in all phases of the company's initial public offering, the ninth largest public offering to date. As Vice President of Product Development, Mr. Jankovic had primary responsibility for product strategy and definition, as well as prioritization, and oversaw the operations of three distinct product development teams.

Before joining VerticalNet, Mr. Jankovic was President and co-founder of RF GlobalNet, a business-to-business e-commerce company which was eventually acquired by VerticalNet and ultimately accounted for approximately one-quarter of VerticalNet's total revenues during 1998.

Mr. Jankovic has also served in the role of Director of Business Development and Marketing Manager of Ansoft Corporation, a technologies software company.

Mr. Jankovic holds a Masters Degree in Electrical Engineering from the University of Colorado at Boulder.

WILLIAM ROBINSON
Senior Vice President
of Marketing

William Robinson, Senior Vice President of Marketing for beMANY!, possesses well over a decade of marketing experience at the senior executive level. Well-versed in all critical areas of marketing functions both through educational background and significant real-world experience, Mr. Robinson has joined beMANY! following his association with Beneficial National Bank, USA, a leading issuer of private-label credit cards. Mr. Robinson held the position of Senior Vice President - Marketing and Planning for Beneficial National Bank, where he was responsible for the introduction of several innovative database marketing techniques which led to the development of numerous new Internet-based services utilizing proprietary technology.

Immediately prior to his position with Beneficial National Bank, Mr. Robinson spent nine years with American Express, where he held the position of Vice President - Marketing and Sales. In this capacity, Mr. Robinson, among other things, oversaw the totality of American Express' consumer credit card operations in Japan. His responsibilities encompassed not only all aspects of new customer acquisition, but also comprehensive advertising and marketing activities, the development of new cardholder service programs, and the management of American Express' Japanese national sales force. Mr. Robinson advanced to this position after having been brought on board by American Express to serve in the capacity of Vice President - Marketing for the company's Platinum Card program.

Earlier in his career, Mr. Robinson held both consumer and business marketing positions with such Fortune 500 companies as Procter and Gamble, Western Union International, and International Playtex.

Mr. Robinson received an MBA in Marketing and Finance from Columbia University.

MIRCEA MIHAESCU
Vice President and
Chief Technology Officer

Mircea Mihaescu, Vice President and Chief Technology Officer of beMANY!, brings to the Company a wealth of knowledge amassed over more than 15 years of active involvement, at the senior management level, in the software engineering field. Mr. Mihaescu is responsible for technology planning and architectural decisions for beMANY! and oversees and manages all stages of the developmental life cycle of the Company's financial, real-time, commercial and business software applications.

Mr. Mihaescu joined beMANY! following his tenure as Technology Head for the third largest bank in Canada, Bank of Montreal. For a period of five years, Mr. Mihaescu spearheaded the development and successful, often time-sensitive, implementation of large-scale software programs undertaken by Bank of Montreal's Global Treasury Group. Starting virtually anew, Mr. Mihaescu built the Global Treasury Group's IT Department to a staff of five managers and more than 40 developers.

Prior to joining Bank of Montreal, Mr. Mihaescu held various IT management and development positions and has acted as a consultant to companies in need of expert advice in achieving technology implementation goals.

PATTI MANUAL HART
Technical Consultant

Patti Manual Hart, formerly the President and Chief Operating Officer of Sprint Telecommunications Corp.'s long-distance division focusing upon the provision of voice and data services for consumers and small businesses is associated with the Company, and makes herself available to respond to and facilitate the resolution of technical and other aspects of the provision of telecommunications services to residential and small business customers. A valuable member of the Company's advisory team, Ms. Hart's present focus in the telecommunications arena centers around the provision of advanced telecommunications services to residential and small business consumers.

MICHAEL HAGAN
Technical Consultant

Michael Hagan, co-founder of VerticalNet, also serves in an advisory role for the Company, providing specific guidance on matters relating to the marketing of telecommunications services to residential and small business consumers, as well as customer care activities, through the medium of the Internet. Prior to founding VerticalNet, Mr. Hagen spent several years as Vice President and Senior Manager at Merrill Lynch.

EXHIBIT 5

**Long Distance Telecommunications Services
Price List
of
eVulkan, Inc. d/b/a beMANY!**

eVulkan, Inc. d/b/a beMANY!

Florida Intrastate Toll Telecommunications Tariff

THIS TARIFF CONTAINS THE DESCRIPTIONS, REGULATIONS
AND RATES APPLICABLE TO THE FURNISHING OF SERVICE
AND FACILITIES FOR TELECOMMUNICATIONS SERVICES PROVIDED

BY

**eVulkan, Inc.,
doing business as beMANY!**
WITH PRINCIPAL OFFICES AT
One River Court, Suite 1408,
Jersey City, NJ 07310

THIS TARIFF APPLIES FOR SERVICES FURNISHED WITHIN
THE STATE OF FLORIDA

This Tariff is on file with the Florida Public Service Commission,
and copies may be inspected, during normal business hours,
at the Company's principal place of business.

Issued: May 25, 2000

Effective: _____, 2000

Issued by: George Jankovic, President and Chief Executive Officer
eVulkan, Inc. d/b/a beMANY!
One River Court, Suite 1408
Jersey City, NJ 07310

CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of this sheet.

<u>Sheet</u>	<u>Revisions</u>
Title	Original Title Sheet
1	Original Sheet
2	Original Sheet
3	Original Sheet
4	Original Sheet
5	Original Sheet
6	Original Sheet
7	Original Sheet
8	Original Sheet
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15	Original Sheet
16	Original Sheet
17	Original Sheet
18	Original Sheet
19	Original Sheet
20	Original Sheet

Issued: May 25, 2000

Effective: _____, 2000

Issued by: George Jankovic, President and Chief Executive Officer
eVulkan, Inc. d/b/a beMANY!
One River Court, Suite 1408
Jersey City, NJ 07310

CHECK SHEET (cont'd)

<u>Sheet</u>	<u>Revisions</u>
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27	Original Sheet
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40	Original Sheet

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eVulkan, Inc. d/b/a beMANY!
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Jersey City, NJ 07310

CHECK SHEET (cont'd)

<u>Sheet</u>	<u>Revisions</u>
41	Original Sheet
42	Original Sheet
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Jersey City, NJ 07310

CHECK SHEET (cont'd)

<u>Sheet</u>	<u>Revisions</u>
61	Original Sheet
62	Original Sheet
63	Original Sheet
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65	Original Sheet
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67	Original Sheet
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Issued: May 25, 2000

Effective: _____, 2000

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eVulkan, Inc. d/b/a beMANY!
One River Court, Suite 1408
Jersey City, NJ 07310

CHECK SHEET (cont'd)

<u>Sheet</u>	<u>Revisions</u>
81	Original Sheet
82	Original Sheet
83	Original Sheet
84	Original Sheet
85	Original Sheet
86	Original Sheet
87	Original Sheet
88	Original Sheet
89	Original Sheet
90	Original Sheet
91	Original Sheet
92	Original Sheet
93	Original Sheet
94	Original Sheet
95	Original Sheet

Issued: May 25, 2000

Effective: _____, 2000

Issued by: George Jankovic, President and Chief Executive Officer
eVulkan, Inc. d/b/a beMANY!
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Jersey City, NJ 07310

TABLE OF CONTENTS

TITLE SHEET 1
CHECK SHEET 2
TABLE OF CONTENTS 7
INDEX 15
CONCURRING, CONNECTING, OTHER PARTICIPATING CARRIERS 25
EXPLANATION OF SYMBOLS AND ABBREVIATIONS 26
TARIFF FORMAT 27
APPLICATION OF TARIFF 29
SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS 30
SECTION 2 - GENERAL RULES AND REGULATIONS 40
2.1 Undertaking of the Company 40

Issued: May 25, 2000

Effective: _____, 2000

Issued by: George Jankovic, President and Chief Executive Officer
eVulkan, Inc. d/b/a beMANY!
One River Court, Suite 1408
Jersey City, NJ 07310

TABLE OF CONTENTS (cont'd)

2.2. Limitations 41

 2.2.1 Availability of Services 41

 2.2.2 Rights of the Company 42

 2.2.3 Restoration of Service 44

 2.2.4 Fraud Prevention 44

 2.2.5 Emergency Conditions 44

 2.2.6 Property Rights 45

 2.2.7 Resale of Company Services 45

2.3 Liability of the Company 45

 2.3.1 General 45

 2.3.2 Other Carriers 47

 2.3.3 Consequential or Special Damages 48

 2.3.4 Customer Premises/Customer-Provided Equipment 49

 2.3.5 Force Majeure 51

 2.3.6 Notice 51

 2.3.7 Unauthorized Use 52

 2.3.8 Explosive Atmosphere 52

 2.3.9 Indemnification 53

 2.3.10 Independent Contractor 54

 2.3.11 Implied License 54

2.4 Transfer or Assignment of Service 55

2.5 Interruption of Service 56

 2.5.1 Credit Allowances 56

 2.5.2 Continuous Interruption 57

 2.5.3 Credit Formula 57

Issued: May 25, 2000

Effective: _____, 2000

Issued by: George Jankovic, President and Chief Executive Officer
eVulkan, Inc. d/b/a beMANY!
One River Court, Suite 1408
Jersey City, NJ 07310

TABLE OF CONTENTS (cont'd)

2.6 Use of Service 58
 2.6.1 Authorized Use 58
 2.6.2 Limitations 58
 2.6.3 Compatibility 58
 2.6.4 Modifications 58
2.7 Obligations of the Customer 59
 2.7.1 Entry 59
 2.7.2 Preservation of Rights 59
 2.7.3 Permits 59
 2.7.4 Customer Premises 60
 2.7.5 Cooperation 60
 2.7.6 Damage/Loss 61
 2.7.7 Compatibility 61
 2.7.8 Notice of Service Interruption 61
 2.7.9 Interconnection 62
 2.7.10 Safeguards 62
 2.7.11 Operating Characteristics 63
 2.7.12 Inspections 63
2.8 Application for Service, Establishment of Credit 64
 2.8.1 Application for Service 64
 2.8.2 Establishment of Credit 64

Issued: May 25, 2000

Effective: _____, 2000

Issued by: George Jankovic, President and Chief Executive Officer
eVulkan, Inc. d/b/a beMANY!
One River Court, Suite 1408
Jersey City, NJ 07310

TABLE OF CONTENTS (cont'd)

2.9 Customer Deposits 65
2.10 Advance Payments 65
2.11 Placement of Orders 65
 2.11.1 General 65
 2.11.2 Agency 65
 2.11.3 Automatic Numbering Identification Service. 66
2.12 Cancellation or Delay of Service Orders 67
 2.12.1 Cancellation of a Service Order 67
 2.12.2 Delay of a Service Order 68
 2.12.2.A Delay of a Due Date by the Customer 68
 2.12.2.B Delay of a Due Date by the Company 68
2.13 Customer Service 69
2.14 Cancellation of Service 70
2.15 Disconnection of Service by Company 71
 2.15.1 Non-payment 71
 2.15.2 Violation of Regulation 71
 2.15.3 Violation of Law 71
 2.15.4 Notice 71

Issued: May 25, 2000

Effective: _____, 2000

Issued by: George Jankovic, President and Chief Executive Officer
eVulkan, Inc. d/b/a beMANY!
One River Court, Suite 1408
Jersey City, NJ 07310

TABLE OF CONTENTS (cont'd)

2.16 Taxes 71

2.17 Rendering and Payment of Bills 73

 2.17.1 General 73

 2.17.2 Billing Period 73

 2.17.3 Rendering Bills 73

 2.17.4 Payment of Bills 74

 2.17.5 Billing Disputes 74

 2.17.6 Collection Service Charge 74

 2.17.7 Billing Entity Conditions 75

 2.17.8 Pro-Rated Charges 75

 2.17.9 Business Use of Calling Cards 75

 2.17.10 Credit Allowance 76

2.18 Minimum Payment Periods/Volume and Term Discounts - Switched Services 77

2.19 Availability 79

2.20 Contacts 79

SECTION 3 - DESCRIPTION OF SERVICES 80

3.1 Timing of Calls 80

 3.1.1 Timing of Calls 80

 3.1.2 Time of Day Sensitive Services 80

 3.1.3 Overlapping Rate Periods 80

 3.1.4 Uncompleted Calls 80

Issued: May 25, 2000

Effective: _____, 2000

Issued by: George Jankovic, President and Chief Executive Officer
eVulkan, Inc. d/b/a beMANY!
One River Court, Suite 1408
Jersey City, NJ 07310

TABLE OF CONTENTS (cont'd)

3.2	Calculation of Rates and Charges	81
3.2.1	Mileage Sensitive Services	81
3.2.2	Initial and Incremental Units	82
3.2.3	Application of Usage Charges	82
3.3	Minimum Call Completion Rate	82
3.4	Service Offerings	83
3.4.1	Switched Outbound Services	83
3.4.2	Dedicated Outbound Services	83
3.4.3	Switched Inbound Services	84
3.4.4	Dedicated Inbound Services	84
3.4.6	Post-Paid Calling Card Service	85
3.4.7	Telecommunications Relay Service	87
3.4.7.A	General	87
3.4.7.B	Regulations	87
3.4.7.C	Liability	87

Issued: May 25, 2000

Effective: _____, 2000

Issued by: George Jankovic, President and Chief Executive Officer
eVulkan, Inc. d/b/a beMANY!
One River Court, Suite 1408
Jersey City, NJ 07310

TABLE OF CONTENTS (cont'd)

SECTION 4 - RATES AND CHARGES 89

4.1 Rate Schedule 89

 4.1.1 General 89

 4.1.2 Rating Methodology 89

 4.1.3 Billing Fees 89

 4.1.4 Set-up Fees 89

 4.1.5 Credit Card Fees 89

 4.1.6 Operator Service Charges 89

 4.1.7 Directory Assistance Charges 89

4.2 Outbound Service Option Rates 90

 4.2.1 Switched Outbound Rates 90

 4.2.2 Dedicated Outbound Rates 90

4.3 Inbound Service Option Rates 91

 4.3.1 Switched Inbound Rates 91

 4.3.2 Dedicated Inbound Rates 91

 4.3.3 Inbound Service Payphone Surcharge 91

4.4 Calling Card Service Rates 92

 4.4.1 Post-Paid Calling Card Rates 92

Issued: May 25, 2000

Effective: _____, 2000

Issued by: George Jankovic, President and Chief Executive Officer
eVulkan, Inc. d/b/a beMANY!
One River Court, Suite 1408
Jersey City, NJ 07310

TABLE OF CONTENTS (cont'd)

4.5 Miscellaneous Service Rates 93
4.5.1 Three Way Conference Service 93
4.5.2 Presubscribed Interexchange Carrier Change Charge 93
4.5.3 Pass-Through Charges 93
4.5.4 Special Rates for the Handicapped 94
 4.5.4.A Directory Assistance 94
 4.5.4.B Hearing and Speech Impaired Persons 94
 4.5.4.C Telecommunications Relay Services 94
4.6 Determining the Applicable Rate in Effect 95
4.7 Payment of Calls 95
 4.7.1 Late Payment Charge 95
 4.7.2 Return Check Charge 95
4.8 Restoration of Service 95

Issued: May 25, 2000

Effective: _____, 2000

Issued by: George Jankovic, President and Chief Executive Officer
eVulkan, Inc. d/b/a beMANY!
One River Court, Suite 1408
Jersey City, NJ 07310

INDEX

A

Advance Payments 65
Agency 40
Application for Service, Establishment of Credit 64
Application of Tariff 29
Application of Usage Charges 82
Authorized Use 58
Automatic Numbering Identification Service. 66
Availability 79
Availability of Services 41

B

Billing Disputes 77
Billing Entity Conditions 75
Billing Fees 89
Billing Period 73
Business Use of Calling Cards 75

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Issued by: George Jankovic, President and Chief Executive Officer
eVulkan, Inc. d/b/a beMANY!
One River Court, Suite 1408
Jersey City, NJ 07310

INDEX (cont'd)

C

Calculation of Rates and Charges	82
Calling Card Service Rates	92
Cancellation of a Service Order	67
Cancellation of Service	70
Cancellation or Delay of Service Orders	67
Check Sheet	2
Collection Service Charge	74
Compatibility	58
Concurring, Connecting, Other Participating Carriers	25
Consequential or Special Damages	48
Contacts	79
Continuous Interruption	57
Contribution to Universal Service Charge	93
Cooperation	60
Credit Allowance (Interruption of Service)	56
Credit Allowance (Rendering and Payment of Bills)	76
Credit Card Fees	94
Credit Formula	57
Customer Deposits	65
Customer Premises	60
Customer Premises/Customer-Provided Equipment	49
Customer Service	69

Issued: May 25, 2000

Effective: _____, 2000

Issued by: George Jankovic, President and Chief Executive Officer
eVulkan, Inc. d/b/a beMANY!
One River Court, Suite 1408
Jersey City, NJ 07310

INDEX (cont'd)

D

Damage/Loss 61

Debit Card Service 89

Dedicated Inbound Services 84

Dedicated Inbound Rates 96

Dedicated Outbound Services 83

Dedicated Outbound Rates 95

Delay of a Due Date by the Company 68

Delay of a Due Date by the Customer 68

Delay of a Service Order 68

Description of Services 76

Directory Assistance Charges 89

Directory Assistance Service 86

Directory Assistance Service Rates 93

E

Emergency Conditions 44

Entry 59

Escrow of Deposits 65

Establishment of Credit 64

Explanation of Symbols and Abbreviations 26

Explosive Atmosphere 52

Issued: May 25, 2000

Effective: _____, 2000

Issued by: George Jankovic, President and Chief Executive Officer
 eVulkan, Inc. d/b/a beMANY!
 One River Court, Suite 1408
 Jersey City, NJ 07310

INDEX (cont'd)

F

Force Majeure	51
Fraud Prevention	44

G

General Rules and Regulations	40
-------------------------------------	----

H

(Reserved for Future Use)

Issued: May 25, 2000

Effective: _____, 2000

Issued by: George Jankovic, President and Chief Executive Officer
 eVulkan, Inc. d/b/a beMANY!
 One River Court, Suite 1408
 Jersey City, NJ 07310

INDEX (cont'd)

I

Implied License	54
Inbound Service Payphone Surcharge	91
Indemnification	53
Independent Contractor	54
Initial and Incremental Units	82
Inspections	63
Interconnection	62
Interruption of Service	56

J

(Reserved for Future Use)

K

(Reserved for Future Use)

Issued: May 25, 2000

Effective: _____, 2000

Issued by: George Jankovic, President and Chief Executive Officer
eVulkan, Inc. d/b/a beMANY!
One River Court, Suite 1408
Jersey City, NJ 07310

INDEX (cont'd)

L

Late Charge 77
Liability of the Company 45
Limitations 41
Limitations on Use of Service 58

M

Mileage Sensitive Services 81
Minimum Call Completion Rate 82
Minimum Payment Periods/Volume and Term Discounts - Switched Services 77
Miscellaneous Services 61
Miscellaneous Service Rates 93
Modifications 58

N

Notice 51
Notice of Service Interruption 61

Issued: May 25, 2000

Effective: _____, 2000

Issued by: George Jankovic, President and Chief Executive Officer
eVulkan, Inc. d/b/a beMANY!
One River Court, Suite 1408
Jersey City, NJ 07310

INDEX (cont'd)

O

Obligations of the Customer 59
 Operating Characteristics 63
 Operator Service Charges 89
 Outbound Service Option Rates 90
 Overlapping Rate Periods 80

P

Pass-Through Charges 93
 Payment of Bills 74
 Permits 59
 Placement of Orders 65
 Post-Paid Calling Card Service 89
 Post-Paid Calling Card Rates 92
 Presubscribed Interexchange Carrier Change Charge 95
 Preservation of Rights 59
 Pro-Rated Charges 75
 Property Rights 45
 Provision of Customer Equipment 40

Issued: May 25, 2000

Effective: _____, 2000

Issued by: George Jankovic, President and Chief Executive Officer
 eVulkan, Inc. d/b/a beMANY!
 One River Court, Suite 1408
 Jersey City, NJ 07310

INDEX (cont'd)

Q

(Reserved For Future Use)

R

Rate Schedule	89
Rating Methodology	89
Real Time Automatic Number Identification (ANI)	85
Rendering and Payment of Bills	73
Resale of Company Services	45
Restoration of Service	44
Return of Deposit	48
Returned Checks	77
Rights of the Company	42
Routing	40

S

Safeguards	62
Scope	40
Service Offerings	83
Set-up Fees	89
Special Services	87
Suspension for Cause	70
Suspension/Termination of Service	70
Switched Inbound Services	84
Switched Inbound Rates	89
Switched Outbound Services	83
Switched Outbound Rates	90

Issued: May 25, 2000

Effective: _____, 2000

Issued by: George Jankovic, President and Chief Executive Officer
eVulkan, Inc. d/b/a beMANY!
One River Court, Suite 1408
Jersey City, NJ 07310

INDEX (cont'd)

T

Table of Contents	7
Taxes	72
Tariff Format	27
Technical Terms and Abbreviations	30
Telecommunications Relay Service	92
Telecommunications Relay Service Rate	95
Termination Charges	71
Termination for All Other Reasons	71
Termination for Cause	71
Termination for Non-payment	71
Three Way Conference Service	86
Three Way Conference Service Rates	93
Time of Day Sensitive Services	80
Timing of Calls	80
Transfer or Assignment of Service	55

U

Unauthorized Use	52
Uncertificated Resellers	40
Uncompleted Calls	80
Undertaking of the Company	25
Uniform Call Distribution	86
Usage Charges	57
Use of Service	58

Issued: May 25, 2000

Effective: _____, 2000

Issued by: George Jankovic, President and Chief Executive Officer
eVulkan, Inc. d/b/a beMANY!
One River Court, Suite 1408
Jersey City, NJ 07310

INDEX (cont'd)

V

(Reserved for Future Use)

W

(Reserved for Future Use)

X

(Reserved for Future Use)

Y

(Reserved for Future Use)

Z

(Reserved for Future Use)

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Jersey City, NJ 07310

CONCURRING CARRIERS

No concurring carriers

CONNECTING CARRIERS

No connecting carriers

OTHER PARTICIPATING CARRIERS

No other participating carriers

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Jersey City, NJ 07310

EXPLANATION OF SYMBOLS AND ABBREVIATIONS

- D - Delete Or Discontinue
- I - Change Resulting In An Increase To A Customer's Bill
- M - Moved From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction To A Customer's Bill
- T - Change In Text Or Regulation But No Change In Rate Or Charge

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TARIFF FORMAT

Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets No. 14 and No. 15 would be Sheet No. 14.1.

Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Florida Public Service Commission. For example, the 4th Revised Sheet No. 14 cancels the 3rd Revised Sheet No. 14. Because of the various suspension periods, deferrals and other procedures the Florida Public Service Commission follows in its tariff approval process, the most current sheet number on file with the Florida Public Service Commission is not always the tariff sheet in effect. Consult the Check Sheet for the sheet currently in effect.

Paragraph Numbering Sequence - There are nine levels of paragraph coding:

2
2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).1
2.1.1.A.1.(a).1.(i)
2.1.1.A.2.(a).1.(i).1

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One River Court, Suite 1408
Jersey City, NJ 07310

TARIFF FORMAT (cont'd)

Check Sheets - When a tariff filing is made with the Florida Public Service Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk ("*"). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the Florida Public Service Commission.

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Jersey City, NJ 07310

APPLICATION OF TARIFF

This Tariff contains the regulations, rates, and charges applicable to the provision of interexchange telecommunications service provided by eVulkan, Inc. d/b/a beMANY! (the "Company"), between points within the State of Florida.

Service is furnished subject to the availability of facilities and transmission, atmospheric and like limitations.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

- 1.1 **Access:** The connection between the Customer's location and an interexchange switching center.
- 1.2 **Access Line:** A transmission line from either an LEC central office or an IXC POP to the Customer's Premises used to process voice and limited speed data Calls.
- 1.3 **Account Code:** A numerical code, assigned to the Customer, to enable the Company to identify use of the Services by the Customer and to bill the use of the Services by the Customer. Multiple Account Codes may be assigned to the Customer to identify individual users or groups of users.
- 1.4 **Additional Period:** The minimum additional portion of a Calling Period after an Initial Period for which charges are incurred for completed Calls.
- 1.5 **Authorization Code:** A predefined series of numbers to be dialed by the Customer or End User upon access to the Company's system to identify the caller and validate the caller's authorization to use the Services provided. All Authorization Codes shall be the sole property of the Company and no Customer or End User shall have any property or other right or interest in the use of any particular Authorization Code. The Customer is responsible for charges incurred through the use of its assigned Authorization Code. Automatic Numbering Identification (ANI) may be used as or in connection with the Authorization Code.

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Jersey City, NJ 07310

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

- 1.6 **Automatic Numbering Identification (ANI)**: A type of signalling provided by an LEC which automatically identifies the Calling Station.
- 1.7 **Bit**: The smallest unit of information in the binary system of notation.
- 1.8 **Call**: A completed connection established between a Calling Station and one or more Called Stations.
- 1.9 **Called Station**: The terminating point of a Call (*i.e.*, the Called number).
- 1.10 **Calling Card**: A billing arrangement which bills the charge for an MTS Call to the Main Billing Number of a Customer.
- 1.11 **Calling Card Services**: The Services described in Section 3.4.6 of this Tariff.
- 1.12 **Calling Station**: The originating point of a Call (*i.e.*, the Calling number).
- 1.13 **Calling Unit**: The measured period of a Call which is either Initial or Additional.
- 1.14 **Commission**: Florida Public Service Commission.

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Jersey City, NJ 07310

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

- 1.15 Common Carrier:** A company or entity providing telecommunications services to the public.
- 1.16 Company:** eVulkan, Inc. d/b/a beMANY!
- 1.17 Competitive Access Provider (CAP):** A Common Carrier engaged in the origination and/or termination of interstate, interexchange Calls.
- 1.18 Competitive Local Exchange Carrier (CLEC):** A Common Carrier engaged in the provision of local dial tone and other local exchange services in competition with one or more LECs.
- 1.19 Customer:** A Person who orders Services under this Tariff and who is responsible for payment of all charges therefor and for complying with the terms and conditions set forth in this Tariff.
- 1.20 Customer Premises:** A location, on property owned, leased or otherwise controlled by the Customer, that is designated by the Customer for the provision of the Services to the Customer pursuant to this Tariff.
- 1.21 Customer-Provided Equipment:** Telecommunications equipment provided by a Customer used to originate or terminate Calls at the Customer Premises.

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

- 1.22 Debit Card:** The Debit Card is a Calling Card that has a predetermined face value and allows Customers to make prepaid long distance calls.
- 1.23 Dedicated Access:** A non-switched circuit connecting a Customer Premises to an IXC POP with no intermediate switching functions.
- 1.24 Directory Assistance Service:** The Service described in Section 3.4.6.B of this Tariff.
- 1.25 DS-0:** A form of Service offered at digital signal level 0 and providing a 64 Kbps signal.
- 1.26 DS-1:** A form of private line Service offered at digital signal level 1 and providing a 1.544 Mbps signal.
- 1.27 DS-3:** A form of private line Service at digital signal level 3 and providing digital signals at the speed of 44.736 Mbps.
- 1.28 End User:** Any Person which uses the Services ordered by the Customer under this Tariff. If at any time the Customer fails to make timely payment for the Services, satisfaction of the Customer's payment obligations with respect to Services utilized by an End User shall become the direct responsibility of the End User and said End User shall make immediate payment directly to Company of all associated overdue amounts. Notwithstanding the foregoing, the Customer shall not be relieved of its responsibility to fully satisfy its payment obligations under this Tariff.

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Jersey City, NJ 07310

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

- 1.29 **FCC**: Federal Communications Commission.
- 1.30 **Fractional Charges and Credits**: Each month is considered to have thirty (30) days for billing purposes. To determine charges or credits for portions of months, the days remaining in the billing period (including the thirty-first (31st) day of a thirty-one (31)-day month) are counted, starting with the day after the date on which the Services were furnished or discontinued; that figure is divided by thirty (30) days and the resultant fraction is multiplied by the Monthly Charge to arrive at the Fractional Charge or Credit.
- 1.31 **Inbound Services**: The Services described in Section 3.4.3 and 3.4.4 of this Tariff.
- 1.32 **Incomplete Call**: Any Call as to which voice transmission between the Calling and the Called Stations is not established (*i.e.*, busy, no answer).
- 1.33 **Incremental Call Unit**: The minimum additional period after an Initial Call Unit for which charges are incurred for completed Calls and, except as otherwise provided in this Tariff, equals six (6) seconds.
- 1.34 **Initial Call Unit**: The minimum period for which charges are incurred for a completed Call; unless otherwise specified herein, the Initial Call Unit for all services offered pursuant to this Tariff shall be thirty (30) seconds.

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Jersey City, NJ 07310

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

- 1.35 **Installation Charge**: A fixed charge per unit which applies when certain Services are furnished.
- 1.36 **Interexchange Carrier (IXC)**: A Common Carrier engaged in the transport of Calls and other telecommunications across LATA boundaries.
- 1.37 **Isochronous**: A characteristic of a periodic signal in which the time interval that separates any two corresponding significant instants or transitions of signal level is equal to the unit interval or to a multiple of the unit interval. No timing or clock lead is provided at the customer interface.
- 1.38 **KBPS**: Kilobits per second.
- 1.39 **KHZ**: Kiloherzt.
- 1.40 **LATA**: Local Access and Transport Area.
- 1.41 **LEC**: Local Exchange Carrier.
- 1.42 **Main Billing Number**: A telephone number assigned to the Customer to which charges for the Services are billed.

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Jersey City, NJ 07310

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

- 1.43 **MBPS**: Megabits per second.
- 1.44 **MHZ**: Megahertz.
- 1.45 **Minimum Payment Period**: The Minimum Payment Period is the minimum period, if any, for which the Customer is required to make payment for the Services. The Minimum Payment Period for a given Service is specified in the section of this Tariff applicable to that Service. Charges applicable to the Minimum Payment Period include recurring charges plus any nonrecurring and/or special construction charge(s) that may apply.
- 1.46 **Monthly Charge/Monthly Recurring Charge**: A flat charge which applies for each month in which the Services are furnished to the Customer and which is prorated for a fractional month of Service.
- 1.47 **Move Charge**: A charge which applies when the physical location of the termination of an office connection or an office function is changed at the Customer's request. A move is considered to be the discontinuance of service at the old location and the reinstallation of the service at the new location. Installation charges apply only for the components that are moved. A new minimum payment period will be established.

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

- 1.48 MTS:** Message Telecommunications Services.
- 1.49 Nonrecurring Charges:** One-time charges payable to the Company including Installation Charges, Service Ordering Charges and Special Construction Charges. Charges may differ according to the work activity involved.
- 1.50 NPA:** Numbering Plan Area, more commonly referred to as an area code.
- 1.51 NPA Centroid:** The center of the area code, sometimes used to calculate mileage for inbound Calls where the NPA-NXX of the Calling Station is not available.
- 1.52 NXX:** The first three digits of the Customer's telephone number. "N" is a number between 2 and 9. "X" is a number between 0 and 9.
- 1.53 Off-Peak:** The time period extending from 7:00 P.M. up to, but not including, 7:00 A.M. local time Monday through Friday, plus all day Saturday and Sunday and Holidays.
- 1.54 Outbound Services:** The Services described in Section 3.4.1 and 3.4.2 of this Tariff.

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One River Court, Suite 1408
Jersey City, NJ 07310

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

- 1.55 Peak:** The time period extending from 7:00 A.M. up to, but not including, 7:00 P.M. local time Monday through Friday.
- 1.56 Person:** A natural being, firm, organization, partnership, association, corporation, or entity.
- 1.57 Point-of-Presence (POP):** The central switching office of an IXC where it interconnects with an LEC.
- 1.58 Rate Center:** A group of central offices determined by NPA Centroid or NPA-NXX.
- 1.59 Recognized National Holidays:** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- 1.60 Recurring Charge:** Monthly Charges and Usage Charges.
- 1.61 Reseller:** Any Person which obtains Services under this Tariff for the purpose of reselling those Services to End Users. The Reseller shall be deemed to be the Customer of such resold services.
- 1.62 RespOrg:** The entity responsible for the management of, and which may access and modify, a subscriber's record in the SMS/800/888/877 database. A RespOrg must meet certain eligibility criteria established by the FCC.

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Jersey City, NJ 07310

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

- 1.63 Service:** The telecommunications services provided by the Company pursuant to this Tariff as described in Section 3 of this Tariff.
- 1.64 Service Order:** A Customer order for installation, move, or record change related to the Services.
- 1.65 Special Construction Charge:** A charge associated with an installation of the Services requiring unique or additional equipment or facilities.
- 1.66 Switched Access:** A switched circuit connecting a Customer Premises to an IXC POP with intermediate switching functions.
- 1.67 Underlying Carrier:** A facilities-based IXC which provides transport services that are resold by the Company.
- 1.68 Usage Charge:** Charges stated as a function of, and which vary with, use (*e.g.*, per connection or per unit of time); Usage Charges are set forth for each Service provided by the Company in Section 4 of this Tariff.

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Jersey City, NJ 07310

SECTION 2 - RULES AND REGULATIONS

- 2.1 Undertaking of the Company.** The Company's services and facilities are furnished for communications originating at specified points within the State of Florida under the terms of this Tariff.

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

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

The selling of IXC telecommunications service to uncertificated IXC resellers is prohibited.

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Jersey City, NJ 07310

SECTION 2 - RULES AND REGULATIONS (cont'd)**2.2 Limitations.**

2.2.1 Availability of Services. The Services are offered subject to the availability of facilities and under the terms and conditions contained in this Tariff. The Company's obligation to furnish the Services is dependent upon its ability to obtain, retain and maintain without unreasonable expense access to suitable facilities, including service arrangements with Underlying Carriers, and is subject to transmission, atmospheric and like limitations. The Services may be temporarily refused or limited due to limitations in system capacity or to other circumstances beyond the Company's control. The Services may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs, or similar activities necessary for the proper or improved operation of the Services.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.2 Limitations (cont'd).

2.2.2 Rights of the Company. The Company reserves the right to refuse or limit the use of or suspend or terminate Service to the Customer without incurring liability:

- (A) For non-payment when due of any amount due and owing to the Company by the Customer.
- (B) For failure by the Customer to make a security deposit within a reasonable time.
- (C) For violation of, or failure to comply with, the terms and conditions of this Tariff by the Customer of either the provisions of this Tariff or for violation of any laws, rules, regulations, or policies of a governmental authority applicable to the Services and the Customer's use thereof.
- (D) By reason of an order or decision of a court or other governmental authority which prohibits the Company from furnishing the Services.

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SECTION 2 - RULES AND REGULATIONS (cont'd)**2.2 Limitations (cont'd).****2.2.2 Rights of the Company (cont'd).**

- (E) In the event that the Company's service arrangement with one or more Underlying Carriers is terminated and the Company is unable to secure another service arrangement without incurring unreasonable expense.
- (F) When necessitated by conditions beyond the Company's control. Conditions beyond the Company's control include, but are not limited to, the Customer generating Call volume or utilizing a Calling pattern that results, or may result, in network blockage or other service degradation which adversely affects the Service to other customers of the Company.
- (G) For abuse or fraudulent use of the Services by the Customer or its End Users. Abuse of the Services includes, without limitation, the making of Calls which might reasonably be expected to frighten, abuse, torment or harass another or which in any way would interfere unreasonably with the use of the Service by others. Fraudulent use of the Services includes, without limitation: (1) use of the Services to transmit a message, locate a person or otherwise give or obtain information without payment for the Services; (2) use, or attempted use, of the Services with the intent to avoid payment therefor by rearranging, tampering with, or making connections not authorized by this Tariff to any service components or through use of fraudulent means, devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices; (3) use of an Inbound Service with the intent of gaining access to an outbound calling capability on an unauthorized basis; or (4) use of fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

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Jersey City, NJ 07310

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.2 Limitations (cont'd).

2.2.2 Rights of the Company (cont'd).

(H) For submission or use by the Customer of insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, or pre-arranged account code numbers.

(I) If the Company deems such action necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, or the Services.

2.2.3 Restoration of Service. The Company will provide or restore the Services when the Customer is in compliance with the provisions of this Tariff and all applicable laws, rules, regulations and policies of pertinent governmental authorities and the Company determines that the Services can be provided without undue risk to the Company or the Services provided to other Customers of the Company.

2.2.4 Fraud Prevention. In order to control fraud, the Company may refuse to accept Calling Card Calls or discontinue the use of Authorization Codes which it determines to be fraudulent or invalid and/or may limit the use of these billing options to or from certain areas, including any part of the State of Florida.

2.2.5 Emergency Conditions. The use and restoration of the Services during emergency conditions shall be in accordance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations, which specifies the priority system for such use and restoration.

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Jersey City, NJ 07310

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.2 Limitations (cont'd).

2.2.6 Property Rights. The Customer will obtain no property right or interest in the use of any specific type of facility, service connection, equipment, number, process or code. All right, title and interest to such items will remain, at all times, solely with the Company.

2.2.7 Resale of Company Services. Customers reselling or rebilling the Services provided by the Company pursuant to this Tariff must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

2.3 Liability of the Company.

2.3.1 General. The Company's liability, if any, for damages associated with the ordering (including the reservation of any specific number for use with a Service), installation (including delays associated therewith), provisioning, termination, maintenance, repair or restoration of the Services or associated facilities offered under this Tariff, shall be limited as follows:

- (A) With respect to any Outbound or Inbound Service provided by the Company which involves Dedicated Access, shared interexchange transmission, and shared termination, the Company's liability shall not exceed an amount equal to the proportionate Monthly Recurring Charges, including any Service charges, minimum Monthly Charges, basic feature package charges, Monthly Charges for optional features, charges for Dedicated Access facilities, and any other Monthly Charges, for the period during which the Service was affected, or, if only a transmission using the shared interexchange facilities is interrupted, an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made.

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SECTION 2 - RULES AND REGULATIONS (cont'd)**2.3 Liability of the Company (cont'd).****2.3.1 General (cont'd).**

- (B) With respect to any Outbound or Inbound Service provided by the Company which involves Switched Access, shared interexchange transmission, and shared termination, the Company's liability shall not exceed an amount equal to charge applicable to a one minute Call to the Customer's station at the time, and over the range of the affected Call, taking account of the form of Service and type of termination the Customer had selected. The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing Service hereunder and not caused by the negligence or intentional act of the Customer shall in no event exceed an amount equivalent to the Initial Period charge to the Customer under this Tariff for the Call during which such mistake, omission, interruption, delay, error or defect in transmission occurs. Other than amounts that may be due the Customer under this Tariff as a credit allowance, the Company shall have no further liability for damages or losses arising out of mistakes, omissions, interruptions, delays, errors or defects in the provision of the Services and/or associated equipment and facilities.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.3 Liability of the Company (cont'd).

2.3.2 Other Carriers. The Company shall not liable for any act or omission of any other company or companies furnishing services to the Customer in conjunction with the Services, or for damages associated with services, channels or equipment which it does not furnish, or for damages which result from the operation of Customer-Provided Equipment or services furnished by other companies which are interconnected with the Company's Services. The liability of any Underlying Carrier to the Customer or any End-User shall be limited by the tariffs pursuant to which such carrier provides network services.

No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization from the Company.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.3 Liability of the Company (cont'd).

2.3.3 Consequential or Special Damages. The Company's liability for its gross negligence or willful misconduct is not limited by this Tariff. Regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including, without limitation, negligence of any kind whether active or passive, the Company shall not be liable for any indirect, incidental, consequential, reliance, special or punitive damages, including, without limitation, damages for lost profits, of any kind or nature whatsoever, arising out of the provisions or interruption of the Services provided under this Tariff absent a determination of gross negligence or willful misconduct in a judicial or administrative proceeding.

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SECTION 2 - RULES AND REGULATIONS (cont'd)**2.3 Liability of the Company (cont'd).**

2.3.4 Customer Premises/Customer-Provided Equipment. The Company shall not be liable for any defacement of, or damage to, the Customer's premises resulting from the furnishing of the Services or attachment of the Company's equipment and associated wiring on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the Company's negligence. The Customer shall indemnify and save harmless the Company from any claims of the owner of the Customer Premises or other third party claims for such damages.

The Company shall not be liable for the Customer's failure to fulfill its obligation to take all necessary steps, including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's Services, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in the applicable subsections of this Tariff, and that the signals do not damage the Company's equipment, injure its personnel, or degrade service to other Customers.

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SECTION 2 - RULES AND REGULATIONS (cont'd)**2.3 Liability of the Company (cont'd).****2.3.4 Customer Premises/Customer-Provided Equipment (cont'd).**

If the FCC or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to the Company's equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Services to the Customer without liability.

The Company shall not be responsible for the installation, operation or maintenance of any Customer-Provided Equipment. Where Customer-Provided Equipment is used in conjunction with the Services, the responsibility of the Company shall be limited to the furnishing, and the maintenance and operation in the proper manner, of the Services, and shall not include responsibility for the quality of, or defects in, the signal that are caused by the Customer-Provided Equipment. Subject to the above, the Company shall not be responsible for the through transmission of signals generated by, the reception of signals by, or network control signalling where such signalling is performed by Customer-Provided Equipment.

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SECTION 2 - RULES AND REGULATIONS (cont'd)**2.3 Liability of the Company (cont'd).**

2.3.5 Force Majeure. The Company shall not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: unavoidable interruption in the working of transmission facilities; acts of nature; storms, fire, flood or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or, notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.

2.3.6 Notice. Notwithstanding anything to the contrary set forth in this Section 2.3, the Company shall not be liable for damages or be obligated to provide any credit allowance unless the Customer has notified the Company of the basis of any claim for damages or credit allowance within thirty (30) calendar days after an invoice is rendered or a debit is effected by the Company for the Services or the Call giving rise to such claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim. Usage discounts will be adjusted based on total usage after all credits or adjustments have been applied.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.3 Liability of the Company (cont'd).

2.3.7 Unauthorized Use. The Company shall not be liable for any damages, including Usage Charges, that the Customer may incur as a result of the unauthorized use of Customer-Provided Equipment. The unauthorized use of Customer-Provided Equipment includes, but is not limited to, the placement of Calls from the Customer Premises and the placement of Calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network Services without the authorization of the Customer. The Customer is responsible for controlling access to, and use of, its own communications equipment, and shall be fully liable for all such charges.

2.3.8 Explosive Atmosphere. The Company does not guarantee or make any warranty with respect to the Services or the installation thereof at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such Service or installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party 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 installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of the Services at such location.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.3 Liability of the Company (cont'd).

2.3.9 Indemnification. The Company shall be indemnified, defended and held harmless by the Customer against any and all loss, claims, demands, suits or other action, or any liability whatsoever, arising from the use of the Services furnished pursuant to this Tariff involving:

- (A) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Company; violations of any other literary, intellectual, artistic, dramatic, or musical right; violations of the right to privacy; or violations of any other rights whatsoever relating to or arising from message content or the transmission thereof.
- (B) Claims arising out of abuse of or fraudulent use of the Services by the Customer or its End Users.
- (C) All other claims arising out of any act or omission of the Customer in connection with the Services provided by the Company.

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SECTION 2 - RULES AND REGULATIONS (cont'd)**2.3 Liability of the Company (cont'd).****2.3.9 Indemnification (cont'd).**

The Company shall not be liable for, and the Customer shall indemnify and hold the Company harmless from, all losses, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or any other Person, for any personal injury to, or death of, any Person, and for any loss, damage, defacement or destruction of the equipment or premises of the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of equipment or wiring provided by the Company, when such installation, operation, failure to operate, maintenance, condition, use or location is not the direct result of the Company's gross negligence or willful misconduct.

2.3.10 Independent Contractor. The Company's relationship with any underlying carrier that may provide facilities to the Company for resale to the Customer is that of an independent contractor and the Company and any such underlying carrier shall not be deemed to be partners or joint venturers by virtue of this relationship. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

2.3.11 Implied License. No license under patents, copyrights, trademarks, or trade secrets is granted to the Customer by the Company, or shall be implied or arise by estoppel, with respect to the Services.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

- 2.4 Transfer or Assignment of Service.** The Customer may transfer or assign the right to receive the Service under this Tariff, including the right to use any associated telephone number(s), to a new Customer, provided that (1) the Customer notifies the Company in writing of the proposed transfer or assignment to the new Customer and the date upon which the transfer or assignment will become effective, (2) the new Customer notifies the Company in writing, prior to the proposed effective date of the transfer or assignment, that the new Customer agrees to assume all obligations of the Customer as of the time of transfer or assignment proposed by the Customer, including all outstanding indebtedness for the Service or otherwise provided under this Tariff up to and including the date of transfer or assignment, and (3) the Company approves the transfer or assignment.

The transfer or assignment does not relieve or discharge the Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment. Neither the Customer nor the new Customer will obtain a property right or interest in the use of any specific type of facility, Service connection, equipment, number, process or code. All right, title and interest to such items will remain, at all times, solely with the Company.

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SECTION 2 - RULES AND REGULATIONS (cont'd)**2.5 Interruption of Service.**

2.5.1 Credit Allowances. Credit allowances for the interruption of the Services which is not due to the Company's testing, adjusting, negligence of the Customer, or to the failure of equipment provided by the Customer, are subject to the general limitation and liability provisions set forth in Sections 2.2 and 2.3 of this Tariff. It shall be the obligation of the Customer to notify the Company immediately of any interruption in Services 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. No refund or credit will be made for the time that the Company stands ready to repair the service and the Customer does not provide access to the Company for the restoration work.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.5 Interruption of Service (cont'd).

2.5.2 Continuous Interruption. No credit will be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.

2.5.3 Credit Formula. The Customer will be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

Credit = A/B x C

"A" - outage time in hours

"B" - 720 hours

"C" - total monthly charge for affected facility

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SECTION 2 - RULES AND REGULATIONS (cont'd)**2.6 Use of Service.**

- 2.6.1 Authorized Use.** The Services may be used solely to transmit communications of the Customer or authorized End Users in a manner consistent with the terms and conditions of this Tariff and the policies and regulations of the Commission. The Services are furnished for the transmission of voice communications, but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the Services and the laws, rules and regulations of the Commission.
- 2.6.2 Limitations.** The Services are furnished subject to the condition that they will be used only for authorized and lawful purposes by the Customer. The Customer may not use the Services for any unauthorized or unlawful purpose.
- 2.6.3 Compatibility.** The Customer's use of the Services shall not interfere with or impair the Company's ability to provide the Services to other customers, cause damage to the Company's equipment or resold equipment, impair the privacy of communications over the Company's system or create hazards to the employees of any company or the public.
- 2.6.4 Modifications.** The Customer may not rearrange, disconnect, remove, modify or attempt to repair or permit others to rearrange, disconnect, remove, modify or attempt to repair any Company facility without the prior written consent of the Company.

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SECTION 2 - RULES AND REGULATIONS (cont'd)**2.7 Obligations of the Customer.**

- 2.7.1 Entry.** The Customer shall make Company-provided facilities on Customer Premises available upon reasonable notice from the Company (which notice shall be in writing, except in emergency situations), for such tests, adjustments, and inspections as may be necessary to maintain such facilities in satisfactory condition or to determine whether the requirements of this Tariff are being complied with in the installation, operation and maintenance of the Customer's or the Company's equipment. The Customer shall permit or obtain permission for the Company employees and agents to enter the Customer Premises at any hour under mutually agreeable arrangements for the purpose of maintaining or repairing Company-provided facilities. The Customer shall make Company-provided facilities available for installation, periodic maintenance or removal at all times.
- 2.7.2 Preservation of Rights.** The Customer shall provide for the Company's rights under this Tariff in any and all agreements or arrangements with third parties.
- 2.7.3 Permits.** The Customer shall secure all permits, licenses, rights-of-way, services, variances and other arrangements necessary to allow for the installation and operation of the Services by the Company on the Customer Premises.

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SECTION 2 - RULES AND REGULATIONS (cont'd)**2.7 Obligations of the Customer (cont'd).**

- 2.7.4 Customer Premises.** The Customer shall ensure the physical security of all the Company facilities located on the Customer Premises. The Customer shall provide for power, power lines and power line conditioning; conduit; heating and cooling; building space; internal and external building wiring; and entrance facilities on the Customer Premises. Such Customer responsibilities shall be performed in accordance with procedures established by the Company in a timely manner for the installation and operation of the Company facilities located on the Customer Premises. The Customer shall maintain safe premises at which Company employees may install or maintain facilities of the Company. Customer responsibility shall include compliance with all laws and regulations regarding the conditions at such premises, including, but not limited to the provision, installation and maintenance of sealed conduits with explosive-proof fittings between facilities furnished by the Company in explosive atmospheres and points outside the hazardous area where connection may be made with the facilities of the Company and installations and maintenance within the hazardous area if, in the opinion of the Company, injury or damage to the Company employees or property might result from installation or maintenance by the Company.
- 2.7.5 Cooperation.** The Customer shall cooperate with the Company in installation, trouble determination and fault isolation. The Customer shall furnish such information on a continuing basis as is required by the Company to prepare, install, provide and maintain the Services.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.7 Obligations of the Customer (cont'd).

2.7.6 Damage/Loss. The Customer shall be responsible for and reimburse the Company for loss of or damage to Company-provided facilities caused by the negligence or willful act or omission of the Customer or its officers, employees, agents or contractors.

2.7.7 Compatibility. The Customer shall ensure that Customer-Provided Equipment and facilities are fully compatible with the Services and do not interfere with, or impair, the Services provided by the Company to other customers and do not endanger the safety of the Company employees or the public or damage or interfere with the proper functioning of the Company's facilities.

2.7.8 Notice of Service Interruption. It shall be the obligation of the Customer to notify the Company of any interruption in service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within its control, or is not in wiring or equipment, if any, furnished by the Customer. The Customer shall be responsible for payment of a maintenance service charge in the event that a service difficulty or trouble report results from Customer acts or omissions or Customer-Provided Equipment connected to the Services.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.7 Obligations of the Customer (cont'd).

2.7.9 Interconnection. The Customer shall take all necessary steps for the interconnection of Customer-Provided Equipment with Company-provided facilities. Interconnection between Customer-Provided Equipment and the Services, or between facilities or services provided to the Customer by another carrier and the Services, may be made by the Customer at an interface point designated by the Company. All terminal equipment and wiring necessary to connect to the channels at the designated interface point are provided by the Customer.

2.7.10 Safeguards. In order to protect the Company's facilities and personnel and the services provided by the Company to other customers from potentially harmful effects, the signals applied to the Services shall not induce harmful voltage or currents either in the conductors or between the conductors and ground.

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SECTION 2 - RULES AND REGULATIONS (cont'd)**2.7 Obligations of the Customer (cont'd).**

2.7.11 Operating Characteristics. When the Services are used in connection with Customer-Provided Equipment, the operating characteristics of such facilities shall be such as not to interfere with any other service offered by the Company. The use of such facilities shall not endanger the safety of the Company employees or the public, damage or require change in or alteration of facilities of the Company, interfere with the proper functioning of such facilities, or otherwise injure the public in its use of the Company's services. Upon notice from the Company that any facility provided by the Customer is causing or is likely to cause such hazard or interference, the Customer shall take such steps as shall be necessary to promptly remove or prevent such hazard or interference.

2.7.12 Inspections. The Company may, upon reasonable notice to the Customer, make such inspections, including monitoring of the Customer's use of the Services, as may be necessary to determine that requirements of the Tariff are being complied with in the installation, operation and maintenance of Customer-Provided Equipment connected to the Company facilities.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.8 Application For Service, Establishment of Credit.

2.8.1 Application for Service. The Company may require the Customer to submit an executed Service Order as a condition precedent to the initial establishment of the Services. The Company may make reasonable inquiries as to the credit worthiness of the Customer in order to determine whether or not at its discretion to accept the Customer's application for the Services, including inquiries with consumer or commercial credit databases the Company may accept additions or changes to the Services verbally or in writing. Applications for the Services, including those for the installation, connection, repair, modification or termination of the Services, will be accepted only from the Customer or an authorized agent of the Customer.

2.8.2 Establishment of Credit. The Customer establishes credit by completing a Credit Application and other information or guarantees as may reasonably be required.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.9 Customer Deposits. The Company does not require a deposit from the Customer.

2.10 Advance Payments. For Customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and, if necessary, a new advance payment will be collected for the next month.

2.11 Placement of Orders.

2.11.1 General. The Customer is responsible for placing Service Orders. The Service Order shall identify the Services to be provided, indicate the locations at which the Services are to be installed, state the date on which the Services shall begin and provide a billing and a contact name and address for the Services.

2.11.2 Agency. The Customer may appoint an agent to act on its behalf. The Company will accept orders from an agent appointed by the Customer; an agency appointment must be sent to the Company in writing. If directed by the Customer, the bill for the Services will be sent to the agent. The bill will be issued in the name of the Customer, in care of the agent. The Customer retains responsibility for compliance with tariff regulations and any act or omission of the agent, regardless of any limitations the Customer may place on the agent's authority.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.11 Placement of Orders (cont'd).

2.11.3 Automatic Numbering Identification Service. Customers who obtain a telephone subscriber's information through ANI must comply with the following regulations adopted by the FCC regarding the use and sale of information derived from ANI:

- (A) Customers are permitted to use the telephone number and billing information for billing and collection, routing, screening and completion of the originating telephone subscriber's Call or transaction, or for services directly related to the originating telephone subscriber's Call or transactions.
- (B) Customers are prohibited from reusing or selling the telephone number or billing information without first (i) notifying the originating telephone subscriber, and (ii) obtaining the affirmative consent of such subscriber for such reuse or sale.
- (C) Customers are prohibited from disclosing, except as permitted by the above, any information derived from the ANI Service for any purpose other than: (i) performing the services or transactions that are the subject of the telephone subscriber's Call, (ii) ensuring network performance security and the effectiveness of Call delivery, (iii) compiling, using and disclosing aggregate information, and (iv) complying with applicable law or legal process.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.12 Cancellation or Delay of Service Orders.

2.12.1 Cancellation of a Service Order. The Customer may cancel a Service Order at any time prior to the due date. A Service Order is considered to have been canceled when the Company receives a notification of cancellation from the Customer. Such notification may not be retroactive. Cancellation charges will be equal to the Installation Charge applicable to the Service involved, unless the cancellation is caused by Company delay, or otherwise specified in the section of this Tariff applicable to the specific Services.

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SECTION 2 - RULES AND REGULATIONS (cont'd)**2.12 Cancellation or Delay of Service Orders (cont'd).****2.12.2 Delay of a Service Order.**

2.12.2.A Delay of a Due Date by the Customer. The Customer may delay the due date of a Service Order involving the installation or change of the Services when: (i) the request for the delay is received by the Company prior to the Service Order's due date; and (ii) the total delay measured from the Service Order's initial due date does not exceed thirty (30) cumulative calendar days. Service Orders involving the discontinuance of Service may be delayed at any time prior to the due date. There will be no maximum delay period for these orders. A Customer having delayed a Service Order for the maximum thirty (30) cumulative calendar day period may not delay the Service Order again. The Customer instead has the option to (1) accept billing for the Services ordered, or (2) cancel the Service Order and pay the applicable Nonrecurring Charge(s) for the Services ordered. The billing or cancellation is effective on the thirtieth (30th) cumulative calendar day of the delay. If the Customer elects to accept billing, the installation will be completed as soon as reasonably practical after the Customer advises the Company.

2.12.2.B Delay of a Due Date by the Company. The Company will make every reasonable effort to assure that the Services are furnished on the due date. However, in some cases a delay in the installation may be unavoidable. If an order is delayed beyond its due date for more than forty-five (45) cumulative calendar days and such delay is not requested or caused by the Customer, the Customer may cancel the Service Order without penalty or payment of Nonrecurring Charges.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

- 2.13 Customer Service.** Customer Service may be contacted in writing at eVulkan, Inc. d/b/a beMANY!, One River Court, Suite 1408, Jersey City, NJ 07310. The Customer can reach Customer Service via telephone by calling (887) 289-7401. Customer Service representatives are available twenty-four (24) hours per day, three hundred and sixty-five (365) days per year.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.14 Cancellation of Service. The Customer may cancel the Services by giving thirty (30) days' prior written notice to the Company. Upon receipt of the written notice, the Company places an order with the Underlying Carrier to cancel the Services. The Service are canceled when the Underlying Carrier moves the Customer to another carrier or when the Company receives notice from the Underlying Carrier that the Service has been canceled. The Customer will be liable for any traffic occurring with the Company through the cancellation date.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.15 Disconnection of Service by Company. The Company, upon five (5) working days written notice to the Customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

2.15.1 Non-Payment. Non-payment of any sum due to Company for regulated service for more than thirty (30) days beyond the date of rendition of the bill for such service.

2.15.2 Violation of Regulation. A violation of any regulation governing the service under this Tariff.

2.15.3 Violation of Law. A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.

2.15.4 Notice. The Company has given the Customer notice and has allowed a reasonable time to comply with any rule, or remedy, and deficiency as stated in Rule 25-4.113, F.A.C., Refusal or Discontinuance of Service by Company.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.16 Taxes. The Customer will be billed for and is liable for payment of all applicable federal, state and local taxes, surcharges, fees or other assessments, including such amounts as the Company may be authorized to pass through to the Customer. All taxes, surcharges, fees or other assessments are listed as separate line items and are not included in the quoted rates.

When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise or other similar taxes or fees, based on intrastate receipts, are imposed by certain taxing jurisdictions upon the Company or upon any LEC and passed on to the Company through or with intrastate access charges, the amounts of such taxes or fees may be billed to the Customer in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the intrastate telecommunications services provided to and billed to a Customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.17 Rendering and Payment of Bills.

2.17.1 General. The Customer is ultimately responsible for payment of all charges for the Services provided by the Company to the Customer and its End Users, including, but not limited to, charges associated with Calls originated at the Customer's number(s), accepted at the Customer's number(s) or billed to the Customer's number(s) via Calling Cards, and the Services requested by the Customer.

2.17.2 Billing Period. The billing period is generally one calendar month; provided, however, that for purposes of billing Monthly Recurring Charges, each month is considered to have thirty (30) days. Usage Charges for the Services will be billed monthly in arrears; Monthly Recurring Charges will be billed monthly in advance; one-time fees will be billed upon completion of the associated Service. Monthly Charges start on the day after the Services are installed, but not before the due date of the order unless the Customer agrees to an earlier installation. Monthly Recurring Charges accrue through and include the day that the Services are discontinued.

2.17.3 Rendering Bills. Bills will generally be rendered on a monthly basis. Bills are sent via U.S. mail to the most recent billing address provided to the Company by the Customer. Some bills may be rendered by an LEC on behalf of the Company.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.17 Rendering and Payment of Bills (cont'd).

2.17.4 Payment of Bills. All payments for bills rendered are due in their entirety upon receipt.

2.17.5 Billing Disputes. Billing will be deemed to be correct and binding on the Customer unless the Customer notifies the Company in writing of any dispute within thirty (30) days of the date of the invoice on which the disputed charges appear. Disputed charges and subsequent billings must be paid on a timely basis by the Customer pending resolution of any dispute over charges. Billing disputes should be addressed in writing to eVulkan, Inc. d/b/a beMANY!, One River Court, Suite 1408, Jersey City, NJ 07310. Billing disputes may also be referred to the Company's Customer Service number, (887) 289-7401. Customer Service representatives are available to assist with billing inquiries Monday through Friday from 8:00 AM to 5:00 PM Eastern Time.

2.17.6 Collection Service Charge. If the Services to the Customer are terminated for non-payment pursuant to Section 2.15.2.A, a collection service charge of twenty dollars (\$20.00) shall be applied in addition to the total amount due.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.17 Rendering and Payment of Bills (cont'd).

2.17.7 Billing Entity Conditions. If billing functions are performed on behalf of the Company by LECs, credit card companies or others, the payment conditions and regulations of such billing entities apply, including any applicable interest and/or late payment charge conditions.

2.17.8 Pro-Rated Charges. When the billing date and the date that the Services are started, changed, or discontinued do not coincide, Monthly Recurring Charges will be adjusted to reflect the fractional part of the month involved.

2.17.9 Business Use of Calling Cards. In the event that ten (10) or more Calling Cards are issued by the Company to the Customer for use by employees of the Customer, the Customer shall be liable for all unauthorized use of any of the issued Calling Cards.

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SECTION 2 - RULES AND REGULATIONS (cont'd)**2.17 Rendering and Payment of Bills (cont'd).**

2.17.10 Credit Allowance. Subject to Sections 2.2, 2.3 and 2.7, the Customer will receive a credit allowance for any portion of a Call which is interrupted due to poor transmission, one-way transmission or involuntary disconnection in an amount equal to charges assessed for the period in which the Call was interrupted. However, no credit allowance will be made for the following:

- (A) Interruptions caused by the negligence of the Customer, user or others;
- (B) Interruptions due to the failure of equipment or systems provided by others;
- (C) Interruptions during any period in which the Company is not afforded access to the premises where a circuit is terminated;
- (D) Interruptions during any period when the Customer or user has released a circuit or arrangement to the Company for maintenance purposes, to make rearrangements, or for the implementation of a Customer Order for a change or rearrangement.
- (E) Interruptions which continue because of the failure of the Customer to authorize replacement of any element of special construction. The period for which no credit allowance is made begins on the seventh (7th) day after the Customer receives the Company's written notification of the need for such replacement and ends on the day after receipt by the Company of the Customer's written authorization for such replacement.
- (F) Periods when the Customer elects not to release the circuit or arrangement for testing or repair and continues to use it on an impaired basis.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.18 Minimum Payment Periods/Volume and Term Discounts - Switched Services. The charges applicable for a Minimum Payment Period include the Monthly Recurring Charge(s), plus any Nonrecurring Charge(s), that may be due. The Minimum Payment Period is calculated from the date that billing starts after (1) the initial installation, or (2) a reinstallation after a change, as applicable.

Volume and term discounts are available to Customers taking selected Services and committing to generate specified levels of revenues for specified numbers of months/years. Only revenues derived from the specific Service to which the volume/term commitment relates will apply to the Customer's satisfaction of those commitments.

In the event that a Customer discontinues the Services prior to the expiration of a Minimum Payment Period, the Customer shall pay to the Company upon discontinuance an amount equal to the difference between the aggregate revenue commitment (total number of months/years in the Minimum Payment Period times the monthly/ yearly committed revenue level) and the total amount of revenues received by the Company from the Customer (or in the case of a Reseller, the Customer's End Users) for the Services to which the volume/term commitment applies.

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SECTION 2 - RULES AND REGULATIONS (cont'd)**2.18 Minimum Payment Periods/Volume and Term Discounts - Switched Services (cont'd).**

In the event that a Customer fails to meet a revenue commitment for a Minimum Payment Period, the Customer shall pay to the Company upon the expiration of that commitment term an amount equal to the difference between the aggregate revenue commitment (total number of months/years in the Minimum Payment Period times the monthly/yearly committed revenue level) and the total amount of revenues received by the Company from the Customer (or in the case of a Reseller, the Customer's End Users) for the Services to which the volume/term commitment applies.

If by the end of the first year of a multi-year Minimum Payment Period, the Company has not received from the Customer volume/term commitment revenues equal to the aggregate revenue commitment divided by the number of years in the overall Minimum Payment Period, times a factor of 0.75, the Company reserves the right to charge the Customer the discounted usage rate applicable to the volume commitment level equal to the Customer's actual average monthly usage during that first year. No such rate increase shall relieve the Customer of the volume/term liability to which it originally committed.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.19 Availability. The Service is available full-time, twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year.

2.20 Contacts.

- (a) Customer complaints, bill inquiries, new service or disconnect requests should be directed to:

Rick Stubbs
eVulkan, Inc. d/b/a beMANY!
One River Court
Suite 1408
Jersey City, NJ 07310
Telephone: (887) 289-7401
Facsimile: (201) 714-9945

- (b) Other contacts with the Company should be directed to:

George Jankovic, President and Chief Executive Officer
eVulkan, Inc., d/b/a beMANY!
One River Court
Suite 1408
Jersey City, NJ 07310
Telephone: (201) 714-9943
Facsimile: (201) 741-9945

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Timing of Calls.

3.1.1 Timing of Calls. Chargeable time is determined by the duration of the Call. Calls are timed and measured by the Underlying Carrier. Timing for all Calls begins when the Called Station answers the Call (*i.e.*, when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. Chargeable time ends when either the Called Station or the Calling Station disconnects from the Call. There are no billing charges applied for incomplete Calls.

3.1.2 Time of Day Sensitive Services. Different rates may be applicable at different times of the day, as specified in the appropriate rate schedule for the Service.

3.1.3 Overlapping Rate Periods. Calls which extend over multiple rate periods will be charged according to the rates applicable to the time recorded in each rate period.

3.1.4 Uncompleted Calls. There shall be no charges for uncompleted calls.

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SECTION 3 - DESCRIPTION OF SERVICES (cont'd)**3.2 Calculation of Rates and Charges.**

3.2.1 Mileage Sensitive Services. Usage Charges for all mileage sensitive Services are based on the airline mileage between the Rate Centers associated with the originating and terminating points of the Call. Each Rate Center has a unique set of assigned vertical and horizontal ("V & H") coordinates which are used by the Underlying Carrier for calculating distance.

The airline mileage between Rate Centers is determined by applying the formula below to the vertical and horizontal ("V & H") coordinates associated with the Rate Centers involved. The Company uses the Rate Centers and associated V & H coordinates that are produced by Bell Communications Research in its NPA-NXX V & H Coordinates Tape.

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

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SECTION 3 - DESCRIPTION OF SERVICES (cont'd)

3.2 Calculation of Rates and Charges (cont'd).

3.2.2 Initial and Incremental Units. The rates for all Services are based on an Initial Call Unit plus any Incremental Call Units. The Initial Call Unit is thirty (30) seconds. Incremental Call Units are billed in six (6) second increments.

3.2.3 Application of Usage Charges. Usage Charges apply to all completed Calls. If the Usage Charge includes a fraction of a cent equal to or greater than \$.005, the fraction is rounded up to the next whole cent. If the Usage Charge includes a fraction of a cent less than \$.005, the fraction is rounded down to the next whole cent.

3.3 Minimum Call Completion Rate. The Customer can expect a Call completion rate (*e.g.*, number of Calls completed/number of Calls attempted) of not less than ninety percent (90%) during peak use periods.

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SECTION 3 - DESCRIPTION OF SERVICES (cont'd)**3.4 Service Offerings.**

3.4.1 Switched Outbound Services. Switched Outbound Service is offered on a per-Call basis to Customers which originate and terminate within the State of Florida. Outbound Service is accessed on a conventional "1+" pre-subscribed direct dial basis over the facilities of a LEC. Calls originate and terminate via Switched Access provided by a LEC or other authorized access provider. The Customer is responsible for establishing originating local access facilities or equipment and for all nonrecurring, recurring, construction and other charges in connection with such originating access.

3.4.2 Dedicated Outbound Services. Dedicated Outbound Services permit a Customer to establish a communications path between two (2) stations by using a uniform dialing plan. Dedicated outbound services are provided through T-1 or DS0 dedicated access and are available to customers that have T-1 or DS0 dedicated access to the underlying carrier's POP. The Customer is responsible for securing dedicated access to the underlying carrier's POP and for all nonrecurring and recurring, construction and other charges incurred in connection with establishing such Dedicated Access. At the Customer's request, the Company will arrange for dedicated access to the underlying carrier's POP and pass through to the Customer all costs incurred in establishing such access.

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SECTION 3 - DESCRIPTION OF SERVICES (cont'd)**3.4 Service Offerings (cont'd).**

3.4.3 Switched Inbound Services. Switched Inbound Service provides the Customer with one or more 800/888/877 numbers which when dialed within the State of Florida will terminate on Customer-designated facilities or equipment within the State of Florida. All charges accruing in connection with usage of the Customer's assigned 800/888/877 numbers are billed to the Customer rather than the party originating the Call. Calls terminate via Switched Access provided by a LEC or other authorized access provider. The Customer is responsible for establishing originating local access facilities or equipment and for all nonrecurring, recurring, construction and other charges in connection with such originating access.

3.4.4 Dedicated Inbound Services. Dedicated Inbound Services permit Calls to be completed to the Customer's location without charge to the Calling Station. Access to the Service is gained by dialing a ten digit telephone number, (800/888/877) NXX-XXXX, which terminates at the Customer's Premises. Dedicated Inbound Services are available only to Customers that have terminating T-1 or DS0 access to the underlying carrier's POP. The Customer is responsible for all nonrecurring, recurring, construction and other charges incurred in connection with establishing such terminating dedicated access. At the Customer's request, the Company will arrange for terminating dedicated access to the underlying carrier's POP and pass through to the Customer all costs incurred in establishing such access.

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SECTION 3 - DESCRIPTION OF SERVICES (cont'd)

3.4 Service Offerings (cont'd).

3.4.5 Post-Paid Calling Card Service. Calling Card Service is an outbound service offered on a per-Call basis to Customers originating calls which originate and terminate within the State of Florida. Calling Card Service is accessed by dialing the Company's universal access toll free number to complete direct dialed or operator assisted calls. Calling Card Service is billed in initial and incremental call units of thirty (30) and six (6) seconds, respectively.

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SECTION 3 - DESCRIPTION OF SERVICES (cont'd)

3.4 Service Offerings (cont'd).

3.4.6 Miscellaneous Services.

3.4.6.A Three Way Conference Service. The Company's Three Way Conference is a service feature available to the Calling Card Customer and allows the Customer to add on a third party to any already established telephone conversation from any touch-tone telephone in the Contiguous United States. The Initial and Incremental Call Units for Three Way Conference Service will always be one (1) minute.

3.4.6.B Directory Assistance Service. Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party. Directory Assistance is provided by the Underlying Carrier. Directory Assistance is only available to Customers who have access to the Directory Assistance bureau of the Underlying Carrier.

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SECTION 3 - DESCRIPTION OF SERVICES (cont'd)

3.4 Service Offerings (cont'd).

3.4.7 Special Services.

3.4.7.A Telecommunications Relay Service.

- .1 General.** The Company will provide access to a telephone relay center for Telecommunications Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800/888/877 Number. Specific 800/888/877 numbers have been designated for both impaired and non-impaired Customers to use.
- .2 Regulations.** Calls may not be placed through the Relay Service to informational recordings and group bridging services or time or weather recorded messages. Additionally, station sent paid calls from coin telephones, operator-handled conference service and other teleconference calls may not be placed through the Relay Service.

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SECTION 3 - DESCRIPTION OF SERVICES (cont'd)

3.4 Service Offerings (cont'd).

3.4.7 Special Services (cont'd).

3.4.7.A Telecommunications Relay Service (cont'd).

- .3 Liability.** The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly to the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the Customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the Customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the Customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

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SECTION 4 - RATES AND CHARGES

4.1 Rate Schedule.

- 4.1.1 General.** This section sets forth the rates and charges applicable to the Services. All rates are set forth in U.S. dollars.
- 4.1.2 Rating Methodology.** Usage-sensitive charges for the Services are applied on a per-Call basis. Message charges are based on the duration of the Call.
- 4.1.3 Billing Fees.** A monthly billing fee may be assessed under individual service options.
- 4.1.4 Set-up Fees.** A one-time service fee may be assessed under individual service options.
- 4.1.5 Credit Card Fees.** A monthly service fee and per-Call surcharges may be assessed under individual service options for credit card usage.
- 4.1.6 Operator Service Charges.** Operator Service charges are billed by the Underlying Carrier or its agent; the Company does not provide or bill for Operator Services.
- 4.1.7 Directory Assistance Charges.** Directory Assistance charges are billed at the Underlying Carrier's rates; the Company does not provide Directory Assistance.

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SECTION 4 - RATES AND CHARGES (cont'd)

4.2 Outbound Service Option Rates.

4.2.1 Switched Outbound Rates.

<u>Initial</u>	<u>Incremental</u>
\$0 .0028	\$0.009

4.2.2 Dedicated Outbound Rates.

<u>Initial</u>	<u>Incremental</u>
\$0.019	\$0.0062

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SECTION 4 - RATES AND CHARGES (cont'd)**4.3 Inbound Service Option Rates.****4.3.1 Switched Inbound Rates.**

<u>Initial</u>	<u>Incremental</u>
\$0.028	\$0.009

4.3.2 Dedicated Inbound Rates.

<u>Initial</u>	<u>Incremental</u>
\$0.019	\$0.0062

4.3.3 Inbound Service Payphone Surcharge. The Customer will be assessed a surcharge of \$.25 for each Inbound Service Call placed from a payphone.

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SECTION 4 - RATES AND CHARGES (cont'd)

4.4 Calling Card Service Rates.

4.4.1 Post-Paid Calling Card Rates.

<u>Initial</u>	<u>Incremental</u>
\$0.075	\$0.015

Calling Card Service Charge:

The Customer will not be assessed a surcharge for Calling Card Service Calls.

Calling Card Service Payphone Surcharge:

The Customer will be assessed a surcharge of \$.25 for each Calling Card Service Call placed from a payphone.

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SECTION 4 - RATES AND CHARGES (cont'd)

4.5 Miscellaneous Service Rates.

4.5.1 Three Way Conference Service.

Per Minute Charge Per Port:

\$.30

Per Conference Bridge Charge Per Port:

\$ 1.50

4.5.2 Presubscribed Interexchange Carrier Change Charge. The Company reserves the right to assess on the Customer a one time Presubscribed Interexchange Carrier Change Charge of \$5.00 upon initiation of the Services.

4.5.3 Pass-Through Charges. The Company reserves the right to pass through to the Customer any charges resulting from governmental assessment, fee, tax, charges or other action.

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SECTION 4 - RATES AND CHARGES (cont'd)

4.5 Miscellaneous Service Rates (cont'd).

4.5.4 Special Rates for the Handicapped.

4.5.4.A Directory Assistance. There shall be no charge for up to fifty (50) calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of fifty (50) within a billing cycle.

4.5.4.B Hearing and Speech Impaired Persons. Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

4.5.4.C Telecommunications Relay Service. For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by fifty percent (50%) off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted sixty percent (60%) off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

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SECTION 4 - RATES AND CHARGES (cont'd)

- 4.6 Determining Applicable Rate in Effect.** For the initial minute, the rate applicable at the start of chargeable time at calling station applies. For additional minutes, the rate applicable is that rate which is in effect at the calling station when the additional minute(s) begin. That is, if charges time begins during Peak period, the Peak Rate applies to the initial minute and to any additional minutes that the call continues during the rate period. If the call continues into a different rate period, the appropriate rates from that period apply to any additional minutes occurring in that rate period. If an additional minute is split between two rate periods, the rate period applicable at the start of the minute applies to the entire minute.
- 4.7 Payment of Calls.**
- 4.7.1 Late Payment Charges.** Interest charges of 1.5% per month will assessed on all unpaid balances more than thirty days old.
- 4.7.2 Return Check Charges.** A return check charge of \$25.00 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50.00, \$30.00 if the face value does exceed \$50.00 but does not exceed \$300.00, \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, whichever is greater.
- 4.8 Restoration of Service.** A reconnection fee of \$25.00 per occurrence is charges when service is re-established for Customers who had been disconnected for non-payment.

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hunter communications law group

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00 MAY 25 AM 9:43

VIA OVERNIGHT COURIER

MAIL ROOM

May 24, 2000

Mr. Walter D'Haeseleer, Director
Telecommunications Division
Florida Public Service Commission
Division of Communications
Certification and Compliance Section
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0866

DEPOSIT DATE
D299 * MAY 26 2000

000639-TI

Re: Application of eVulkan, Inc. d/b/a beMANY!
 for Authority to Provide Interexchange Telecommunications
 Service Within the State of Florida

Dear Mr. D'Haeseleer:

Enclosed herewith, on behalf of eVulkan, Inc. d/b/a beMANY! ("beMANY!"), are an original and six copies of beMANY!'s Application for Authority to Provide Interexchange Telecommunications Service Within the State of Florida. Also enclosed is a check made payable to the Florida Public Service Commission ("Commission") in satisfaction of the \$250.00 statutory filing fee for this application.

Please file/stamp the enclosed copy of this transmittal letter to acknowledge receipt of beMANY!'s Application by the Commission and return it to our offices in the enclosed addressed envelope.

Should you have any questions concerning this matter, please do not hesitate to contact the undersigned.

Respectfully submitted,

W. Hoffman

HUNTER COMMUNICATIONS LAW

1620 I STREET, N.W. SUITE #701
WASHINGTON, DC 20006-4005

4307

DATE *May 24, 2000*

PAY TO THE ORDER OF *Florida Public Service Commission*

\$ *250.00*

DOLLARS

FCNB BANK
Frederick, Maryland 21701

DOCUMENT NUMBER-DATE

06465 MAY 25 2000

an Inc. d/b/a beMANY!

Walter M. Hoffman

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