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June 27, 2000

VIA FEDERAL EXPRESS

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

RE: VCOM.COM CORPORATION
DOCKET NO. 000499-TI

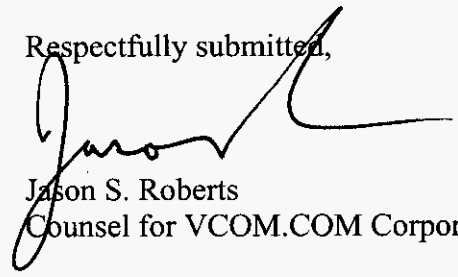
To Whom it May Concern:

On April 25, 2000, VCOM.COM Corporation ("VCOM.COM"), filed an Application for Authority to Provide Interexchange Telecommunications Service Between Points Within the State of Florida. See Docket No. 0000499-TI. In connection with that application, enclosed please find an original and six(6) copies of VCOM.COM's Tariff setting forth the rates and terms of service. Please associate this information with the above-referenced application, which remains pending.

Please acknowledge receipt of this filing by returning, file-stamped, the extra copy of this cover letter in the self addressed stamped envelope provided for that purpose.

Please direct any questions regarding this matter to the undersigned.

Respectfully submitted,



Jason S. Roberts
Counsel for VCOM.COM Corporation

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Enclosures
cc: Toni McCoy

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TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by VCOM.COM Corporation, with principal offices at 210 East 49th Street, 3rd Floor, New York, NY, 10017. 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:
April 26, 2000

ISSUED BY:
Steven Dresner, CEO
VCOM.COM Corporation
210 East 49th Street
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New York, NY 10017

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CHECK SHEET

The Title Sheet and Sheets 1 to 18, inclusive, of this tariff are effective as of the date shown.

<u>Page</u>	<u>Number of Revisions</u>
<u>Title</u>	<u>Except as Indicated</u>
1	Original
2	Original
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7	Original
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EXPLANATION OF SYMBOLS

- (D) = Delete or discontinue
- (I) = Change resulting in an increase to a Customer's bill
- (M) = Moved from another tariff location
- (N) = New
- (R) = Change resulting in a reduction to a Customer's bill
- (T) = Signifies a text change involving no change in rate or regulation

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TARIFF FORMAT SHEETSA. Sheet Revision Numbers

Revision numbers appear in the upper right corner of each page. These numbers are used to determine the most current sheet on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

B. Paragraph Numbering Sequence

There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level.

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

C. Check Sheets

When a tariff filing is made with the 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 pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Except as defined below or otherwise in the text of the tariff, the terms used in this tariff have the meanings generally accepted in the interexchange and intrastate toll common carrier services industry for such terms.

Company or VCOM.COM: VCOM.COM Corporation, the issuer of this tariff.

Commission: Unless otherwise specified herein, the Florida Public Services Commission.

Customer: The person, firm, corporation or other entity which orders and/or is furnished with Services and is responsible for payment of all charges and compliance with the tariff provisions contained herein.

Customer-Premise Equipment ("CPE"): Telecommunications equipment provided to a Customer or traffic aggregator used to originate calls using the Company's service located at the originating location.

FCC: The Federal Communications Commission.

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

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

Personal Identification Number ("PIN"): A numerical code, one or more of which are available to a Customer, which enables a VCOM.CallingCard Customer to access VCOM.COM's Services. PINs are also used by the Company to prevent unauthorized access to its VCOM.CallingCard Service.

Pre-Paid VCOM.CallingCard Service: A payment option for VCOM.CallingCard Service which allows the Customer to place calls using VCOM.COM's Services and have the charges deducted from a pre-paid amount.

Post-Paid VCOM.CallingCard Service: A payment option for VCOM.CallingCard Service which allows the Customer to place calls using VCOM.COM's Services and have the charges for those calls accessed to Customers accounts.

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Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: The request for Service submitted by a Customer via VCOM.COM's Web Site. The submission of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff. If applicable, the duration of the service is calculated from the Service Commencement Date.

Services: The term "Services" is used interchangeably throughout this tariff to designate any or all services offered under this tariff. Where a tariff provision does not apply to all services offered, the provision will specify the service or services to which it applies.

VCOM.CallingCard Service: A calling card service offered by VCOM.COM which allows the Customer to make interstate, intrastate toll, and international calls. This service is offered on a pre-paid and post-paid basis.

VCOM.COM Reward Program or Reward Program: A program that rewards Customers in good standing with Reward Points for Services used.

VCOM.COM Reward Points or Reward Points: Points awarded to Customers under the Reward Program which are redeemable for VCOM.COM products and Services.

VCOM.LongDistance Service: A long distance service offered by VCOM.COM that allows Customers to make interstate, intrastate toll, and international calls.

VCOM.COM's Web Site: VCOM.COM's World Wide Web site which is located at www.vcom.com.

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of VCOM.COM Corporation**

2.1.1 This tariff contains the regulations and schedule of charges applicable to the provision of interLATA and intrastate toll common carrier telephone services by VCOM.COM for calls originating and terminating within the State of Florida. Service is furnished subject to transmission, atmospheric and like conditions. The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

2.2 Limitations on Service

2.2.1 Services provided pursuant to this tariff may be utilized only for the transmission of communications by a Customer consistent with the terms of this tariff, the rules and regulations of the Commission and the laws of the State of Florida.

2.2.2 Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this tariff, provided that the Company reserves the right to deny Service: (a) to anyone that, in the Company's discretion, presents an undue risk of nonpayment or refuses to comply with this tariff; (b) in circumstances where the Company has reason to believe that the use of such Service would violate the provisions of this tariff, or if any applicable law or regulation restricts or prohibits provision of the Service; or (c) if insufficient facilities are available to provide the Service.

2.2.3 The Services offered under this tariff may be used for any lawful purpose, including residential, business, governmental or other use. The Customer shall not use, nor permit others to use, the Service in a manner that could harm the facilities of the Company or others or that is inconsistent with any applicable federal, state, and/or local statutes, regulations, rules, ordinances, or other laws, including, without limitation, those of the FCC and the Commission.

2.2.4 Customers shall utilize the Services in accordance with customary industry practice and instructions from the Company. In no event shall the Customer have the right to share, sell, lease, license, assign, give, transfer, or otherwise dispose of its rights to the Services without the prior written consent of the Company. All terms and conditions contained in this tariff shall apply to all such permitted assignees or transferees. The Customer remains liable for all obligations under this tariff notwithstanding the assignment or transfer or shared use of the Services and regardless of the Company's knowledge of same. The Company shall have

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no liability to any person or entity other than its Customers, which is limited by the terms of this tariff.

- 2.2.5 Customers shall obtain and maintain or cause to be obtained and maintained, during the Customers' use of any and all Services, any applicable or required licenses, authorizations, permits, copyrights and/or other rights to the signals and/or programs accessed and/or transmitted via the Company's facilities.

2.3 Payment Arrangements, Credits and Interruption of Service

- 2.3.1 The Customer is fully responsible as a principal for payment of all charges due for Services provided to the Customer, regardless of whether the Customer is receiving the Services for itself, on behalf of another, to be part of a package for another, or on any other such principal/agent basis. This responsibility is not changed due to any use, misuse or abuse of the Customer's Service or Customer-provided equipment by third parties, the Customer's employees, or the public.
- 2.3.2 The Company will accept payment in the form of American Express, Visa, and MasterCard credit cards. No other form of payment will be accepted.
- 2.3.3 The Company will provide the Customer a bill on the VCOM.COM Web Site on a monthly basis. Payment must be submitted within thirty days of the date on which the bill is posted on the web site. In the event the Customer fails to remit payment in a timely fashion, the Customer shall be liable for an additional fee of 1.5% of any unpaid charges due for more than thirty days.
- 2.3.4 In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges due the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 2.3.5 Any credits due to the Customer as a result of a verified disruption of Service for which the Company is liable, will be applied as a credit to the Customer's account. It shall be the Customer's obligation to notify the Company immediately of any service interruption or disruption 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 its control, or by any equipment furnished by the Customer. No credit shall be allowed for an interruption or a disruption of a continuous duration for less than twenty-four hours after the Customer notifies the Company.

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2.3.6 The Customer shall 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" - total hours in month

"C" - total monthly charges for affected facility

2.3.7 Disputes with respect to charges must be presented to the Company in writing within three months from the date the invoice is rendered. Absent such written notice to the Company of a dispute, such invoice will be deemed to be correct and binding on the Customer.

2.4 Tax Adjustments

2.4.1 All charges stated herein are computed by the Company exclusive of any federal, state or local use, excise, gross receipts, sales or privilege taxes, duties, fees or similar liabilities (other than general income or property taxes), whether charged to or against the Company or its Customer. Such taxes, fees, etc. shall each be shown as a separate line item on the Customer's monthly invoice, are not included in the quoted rates, and shall be paid by the Customer in addition to the charges stated herein.

2.5 Deposits

2.5.1 The Company does not require a deposit from the Customer.

2.5.2 For customers whom the Company feels 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.

2.6 Special Customer Arrangements

2.6.1 In cases where a Customer requests a special or unique arrangement which may include installation, construction, facilities, assembly, purchase or lease of facilities, the Company may, at its option and in its sole discretion, provide the requested facilities. Appropriate

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recurring and/or nonrecurring charges and other terms and conditions will be developed for the Customer for such arrangements, provided such facilities are within the scope of this tariff.

2.7 Termination or Discontinuance of Service

- 2.7.1 In the event that the Customer fails to remit any owed payment for more than thirty (30) days beyond the date the bill was first rendered for payment, or upon a violation of any of the terms and conditions governing the provision of Service hereunder, the Company may, upon five (5) working days written notice to the Customer, discontinue Service to the Customer. The Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this tariff.
- 2.7.2 Services may be discontinued by the Company, without notice to the Customer, by blocking traffic to or from certain cities, or NXX exchanges, or by blocking calls using certain PINs such as calling card codes, when the Company deems it necessary to take such action to prevent unlawful use of its Services. The Company will restore such Service as soon as it can be provided without undue risk.
- 2.7.3 Without incurring any liability, the Company may discontinue the provision of Services to a Customer immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services. VCOM.COM may suspend or terminate service without notice if it reasonably suspects fraudulent use of its services.
- 2.7.4 The discontinuance of Service by the Company pursuant to this Section does not relieve the Customer of its obligations to pay the Company for charges due and owing for Services furnished up to the time of discontinuance.
- 2.7.5 The remedies available to the Company as set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under law or equity.
- 2.7.6 Except as otherwise provided in the tariff or as specified in writing by the party entitled to receive Service, notices may be given in writing to the persons whose names and business addresses appear on the executed Service order.
- 2.7.7 The Customer must notify the Company of its desire to cancel Service, but such notice must be provided in writing only if the Customer is specifically requested to do so by the Company. In all other instances, the Customer may cancel Service by making such a request orally to an appropriate Company representative.

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2.8 Use and Provision of Equipment and/or Facilities

- 2.8.1 The Customer agrees to operate any CPE in accordance with the instructions provided by the Company, or the Company's agent or employee, in the manner and for the purpose for which it is intended. Failure to do so will void the Company's liability for interruption of Service, and the Customer will be responsible for damage to equipment directly or indirectly resulting from the Customer's failure. It shall be the obligation of the Customer to immediately notify the Company of any interruption in Service. Before giving such notice, the Customer shall ascertain whether the interruption is being caused by any action or omission by the Customer or is within the Customer's control, or with the Customer's wiring or equipment, if any. The Customer shall reimburse the Company, upon demand, for any damage to the CPE as well as to the Company's facilities and any and all costs incurred by the Company due to the Customer's failure to comply with this provision.
- 2.8.2 The Customer agrees to return to the Company all CPE within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, only normal wear and tear excepted. The Customer shall reimburse the Company, upon demand, for any damage to the CPE and any and all costs incurred by the Company due to the Customer's failure to comply with this provision.
- 2.8.3 CPE may be ordered and is to be maintained solely by the Customer or by the Customer's equipment vendor. Any equipment connected by the Customer or by the Customer's equipment vendor to any equipment or facilities of the Company shall comply with all technical requirements specified herein or as otherwise specified by the Company, and shall not be connected or used in such a manner as to cause harm to the equipment or facilities of the Company.
- 2.8.4 If it is necessary for the Customer or the Company to locate equipment on the premises of the other in order to provide Service hereunder, such equipment shall remain the exclusive property of the original owner of such equipment.
- 2.8.5 The Company reserves the right of entrance for its employees, agents or contractors to the premises of the Customer, at any reasonable hour for the purpose of installing, inspecting, repairing, or removing upon termination of Service, the Company's equipment necessary for the provision of Services hereunder. It shall be the responsibility of the Customer to make any necessary arrangements with the owners of the premises for the entrance of the Company's employees.

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2.9 Other Terms and Conditions

- 2.9.1 The provision of Service by the Company will not create a partnership or joint venture between the Company and the Customer nor result in joint service offerings to their respective customers.
- 2.9.2 A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion or publication of the Customer without the prior written approval of the Company.
- 2.9.3 If an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with a Service, that entity's charges may, at the Company's option, be passed through to the Customer.
- 2.9.4 In the event suit is brought, or an attorney is retained by the Company, to enforce the terms of this tariff, the Company shall be entitled to recover, in addition to any other available remedy, reimbursement for reasonable attorneys' fees, court costs, costs for investigation and other related expenses incurred in connection therewith.
- 2.9.5 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions set forth herein shall remain at all times in full force and effect until modified in writing.

2.10 Liability of the Company

- 2.10.1 The Company's liability, if any, for its willful misconduct is not limited by this tariff. With regard to any other claim or suit, except as specifically provided for in this Section, the Company shall not be liable to the Customer or any other person or entity, for damages arising out of or in connection with the provision of Service under this tariff. Where the Company has specifically accepted liability under this Section, the Company's entire liability to the Customer for damages arising out of or in connection with the provision of Service shall be limited to a credit on the Customer's bill in an amount not to exceed the charge attributable to the quantity of Service not provided.
- 2.10.2 The Company's liability to the Customer shall be limited to a credit of the rates, fees or charges set forth herein, on a prorated basis, for the quantity of Service not provided. The Company shall not be liable to the Customer for damages resulting from any cause or causes beyond the reasonable control of the Company, including, but not limited to: damages

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resulting from disruption or loss of transmissions; acts of God, fire, vandalism, cable cut, national emergencies, insurrections, riots, or war; strikes, lockouts, work stoppages by labor organizations or other labor difficulties, supplier failures, shortages, breaches or delays; weather-related catastrophes; or damages resulting from any law, order, regulation, request or other governmental action by any government having jurisdiction or authority over the Company, including, but not limited to, the United States government, the Commission, any state or local government, foreign governments or any other civilian or military authority.

- 2.10.3 Capacity and/or Services may be temporarily interrupted, limited or unavailable due to: technological limitations of the equipment and/or facilities; certain transmission limitations such as atmospheric interference; or interruptions due to equipment modifications, upgrades, relocations, repairs, and similar activities necessary for the improved operation of the Company. To the extent that the occurrence and scheduling of such activities, interruptions, limitations or unavailabilities are within the Company's control, the Company shall attempt to schedule such activities so as not to interfere with the Customer's activities, and shall give prior notice to the Customer. To the extent that such activities occur, the Company's liability to the Customer shall be limited to a credit of the rates, fees or charges set forth herein, on a prorated basis, for the quantity of Service interrupted. It shall be the obligation of the Customer to notify the Company of any service interruption for which a credit is desired.
- 2.10.4 EXCEPT AS SET FORTH IN THIS SECTION, THE COMPANY SHALL HAVE NO LIABILITY FOR ANY ACTUAL, CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER, WHETHER IN CONTRACT OR IN TORT, ARISING FROM ANY BREACH HEREUNDER OR FROM THE SERVICE PERSONNEL, EQUIPMENT OR FACILITIES PROVIDED HEREUNDER BY THE COMPANY, WHETHER OR NOT THE COMPANY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 2.10.5 The Company is not liable for any act or omission of any other company or companies, including but not limited to any Local Exchange Carrier, providing a portion of the Service, facilities or equipment associated with such Service.
- 2.10.6 All or any portion of the Service may be provided over facilities of third parties, and the Company shall not be liable to the Customer or to any other person, firm or entity in any

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respect whatsoever arising out of defects caused by such third parties. There shall be no credits for any outage caused by fault or negligence of the Customer or the Customer's equipment, nor for the fault or negligence of third party carriers or their equipment.

- 2.10.7 The Customer shall indemnify and hold harmless the Company and its affiliated entities and their respective directors, officers, employees, representatives, agents and successors from and against any and all claims, liabilities, suits, damages, obligations, costs and/or expenses (including without limitation reasonable legal fees and expenses) arising out of or in connection with the programming provided by the Customer or the Customer's clients, the respective products or Services advertised or sold by the Customer or the Customer's clients, the Services provided hereunder and/or the use of the Company's facilities. In addition, the Company shall be indemnified and held harmless by the Customer from and against all loss, liability, damage and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement or copyright in connection with material transmitted over the Company's facilities.
- 2.10.8 Any notices, documents, statements or other writings required to be given hereunder, by either party, shall be in writing and shall be delivered by hand, facsimile, certified mail with return receipt, or other such method providing a receipt of delivery. Wherever a time period is specified herein with the respect to the giving of notice, such time period shall be deemed to commence on the business day of receipt of such notice.
- 2.10.9 With respect to the routing of calls by the Company to public safety answering points or municipal emergency Service providers, the Company's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the call; or (b) the sum of \$1,000.00.
- 2.10.10 In the event parties other than the Customer shall have use of the Services directly or indirectly through the Customer, the Customer agrees to forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to such use.

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SECTION 3 - Description of Services

Subject to the conditions set forth elsewhere in this tariff, all interexchange common carrier services will be provided, upon reasonable request therefor, to anyone having a lawful requirement for such Service.

- 3.1 **VCOM.LongDistance** - This is a 1 + long distance service that enables the Customer to make interstate, intrastate toll, and international calls. Service is accessed by Customers who designate VCOM.COM as their pre-subscribed interexchange carrier and dial the number "1" and the desired interexchange telephone number. VCOM.LongDistance Calls are billed in six second increments, and are rounded up to the nearest six second increment. VCOM.COM will not be responsible for any costs assessed by third parties to Customers who switch their long distance service to VCOM.LongDistance.
- 3.2 **VCOM.CallingCards** - This is an international, U.S. domestic interstate, intrastate, and intraLATA service provided by VCOM.COM and is limited to geographic areas wherein VCOM.COM is authorized to carry such calls. This service is provided on a pre-paid and post-paid basis. Customers may subscribe to this Service by purchasing a VCOM.CallingCard from VCOM.COM's Web Site and obtaining a PIN. Customers utilize the Service by dialing a toll-free VCOM.CallingCard number and entering the desired number and the designated PIN. VCOM.COM is not liable for lost or stolen cards or the unauthorized use of a PIN. VCOM.CallingCards are non-refundable, have no surrender value, and expire within 90 days of purchase. VCOM.CallingCards are not valid unless purchased directly from the VCOM.COM Web Site. VCOM.CallingCards are billed in one minute increments and are rounded up to the nearest minute. The rates for this Service are provided in Section 4 of this tariff.
- 3.3 Services are provided twenty-four hours per day, seven days per week, unless specified otherwise. A customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 90% during peak use periods for all 1+ long distance services.
- 3.4 The Customer's usage charge is based on the actual usage of the Company's network. For VCOM.LongDistance Service, usage begins when a Customer places an interexchange or toll call and the called party picks up the receiver. For VCOM.CallingCard Service, usage begins when a Customer enters a PIN to access the Company's facilities and the called party picks up the receiver. For all Services, a call is terminated when the Customer hangs up. There shall be no charges for uncompleted calls.
- 3.5 Service is provided on a flat rate basis, and is not based on any mileage sensitive calculation.

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- 3.6 All Service Orders for Services must be submitted through VCOM.COM's secure Internet order form, available at VCOM.COM's Web Site. All information provided by the Customer on this form is confidential and will only be used to initiate Service. A Service Order will be processed within three to seven business days of the receipt of a fully-completed order form. Service Orders will be processed by the Company on a non-discriminatory basis. The Company, in determining whether to accept a Service Order, may take into account its existing and potential scheduling commitments, personnel and facility availability, the sufficiency of advance notice provided by the Customer, and other related considerations.
- 3.7 Subject to approval from the Commission, the Company may from time to time engage in Special Promotional Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage. In all such cases, the rates charged will not exceed those specified in Section 4 of this tariff.
- 3.8 **VCOM.COM Rewards Program** - VCOM.COM customers in good standing are automatically enrolled in the VCOM.COM Rewards Program ("Program"). Customers enrolled in the Program will earn one Reward Point for each dollar spent on qualifying charges in eligible VCOM.COM services, unless specified otherwise. Company will receive 500 Reward Points after ninety (90) days of service. The Reward Points may be redeemed by Customer, immediately upon their accrual, as credits applied to VCOM.COM services, including VCOM.CallingCards. Reward Points have no cash value. Charges eligible to earn points are usage charges, monthly recurring charges, and service charges for qualifying VCOM.COM Services after the deduction of all applicable credits and discounts. Eligible charges will be rounded up to the next dollar when total eligible charges include a fraction of \$.50 or more, and will be rounded down to the next dollar when they include a fractional dollar of \$.49 or less. Customers do not earn points for dollars spent on taxes, surcharges, the Universal Connectivity Charge, the Carrier Line Charge, and equipment charges. To be eligible to redeem Reward Points, all of the Customer's Service accounts must be in good standing. If Service accounts are not in good standing for a period of thirty (30) days or more, all accumulated Reward Points are forfeited and enrollment in the Program will be discontinued.
- 3.8.1 Subject to receiving prior approval from the Commission, and after making the proper changes to this Tariff and notifying its Customers, the Company may change the services that qualify for the Program, including termination of the Program. Customers will cease earning points as of the date of said termination. Unredeemed Reward Points will expire ninety (90) days after termination of the Program. Terminated customers will have ninety (90) days from the date of termination to redeem Reward Points remaining in their Program account. The Program is subject to the terms and conditions of applicable VCOM.COM tariffs. This Program is subject to billing availability and cannot be combined with other VCOM.COM rewards programs and certain promotional offers.

ISSUED:
April 26, 2000

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SECTION 4 - Rates

- 4.1 All billing will be rounded up to the nearest penny for each call.
- 4.2 A late payment charge of 1.5% per month will be assessed on all unpaid balances that are more than thirty (30) days old.
- 4.3 Customer will be limited to requesting two telephone numbers per directory assistance call.
- 4.4 **Special Rates for the Handicapped**
- 4.4.1 **Telecommunications Relay Service**
- For intrastate toll calls received from a telecommunications relay service, the Company will discount these relay service calls by fifty (50) percent 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 (60) percent of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.
- 4.4.2 **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 the fifty (50) allotted calls within a billing cycle.
- 4.4.3 **Hearing and Speech Impaired Persons**
- Intrastate toll message rates for TDD users shall be the evening rates for daytime calls and night rates for evening and night calls.
- 4.5 **VCOM.LongDistance Intrastate Rates:** VCOM.LongDistance Intrastate calls are billed at a rate of 6.5 cents per minute and are rounded to the nearest minute.
- 4.6 **VCOM.CallingCard Rates:** Both Pre-Paid and Post-Paid VCOM.CallingCard calls are billed in increments of one minute and are rounded up to the nearest minute. All VCOM.CallingCard calls to a toll-free number placed from a payphone will incur a \$0.24 connect fee. Pre-Paid VCOM.CallingCard calls are billed at a rate of 10 cents per minute, and Post-Paid VCOM.CallingCard calls are billed at a rate of 38 cents per minute.
- 4.7 **VCOM Directory Assistance:** Directory Assistance calls are billed at a rate of \$1.00 per call.

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