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Ms. Ann Cole, Commission Clerk  
Office of Commission Clerk & Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

RE: IXC Registration & Initial Tariff of **MassComm, Inc. d/b/a Mass Communications**

Dear Ms. Cole:

Enclosed for filing please find the original and one (1) copy of the above-referenced IXC Registration Form and initial tariff submitted on behalf of MassComm, Inc. d/b/a Mass Communications ("MassComm").

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for that purpose.

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3001 or via email to [tforte@tminc.com](mailto:tforte@tminc.com).

Sincerely,

Thomas M. Forte  
Consultant to MassComm, Inc.

TMF/mw  
Enclosures

cc: Darren Mass – MassComm  
file: Mass Comm - FL IXC  
tms: FLi1000

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ADA \_\_\_\_\_  
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S. J. \_\_\_\_\_  
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**IXC REGISTRATION FORM**

Company Name MassComm, Inc.

Florida Secretary of State Registration No. F10000001113

Fictitious Name(s) as filed at Fla. Sec. of State Mass Communications

Company Mailing Name MassComm, Inc.

Mailing Address 65 Broadway, New York, NY 10006

Web Address www.masscommgroup.com

E-mail Address darren.mass@masscomgroup.com

Physical Address 65 Broadway, New York, NY 10006

Company Liaison Darren Mass

Title Chairman of the Board & Chief Executive Officer

Phone 212-201-8033

Fax 212-214-0400

E-mail address darren.mass@masscomgroup.com

Consumer Liaison to PSC Darren Mass

Title Chairman of the Board & Chief Executive Officer

Address 65 Broadway, New York, NY 10006

Phone 212-201-8033

Fax 212-214-0400

E-mail address darren.mass@masscomgroup.com

My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.



Signature of Company Representative

Darren Mass

Printed/Typed Name of Representative

06/07/10

Date

TITLE PAGE  
FLORIDA TELECOMMUNICATIONS TARIFF  
OF  
**MassComm, Inc. d/b/a Mass Communications**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by MassComm, Inc. d/b/a Mass Communications ("MassComm") with principal offices located at 65 Broadway, Suite 1803, New York, NY 10006. This tariff applies to 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.

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65 Broadway, Suite 1803  
New York, NY 10006

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**CHECK SHEET**

This tariff contains sheets, as listed below, each of which is effective as of the date shown on each sheet. Original and revised sheets as named below comprise all changes from the original tariff.

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

\* - indicates those pages included with this filing

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**SYMBOLS**

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

- (D) - Delete or discontinue.
- (I) - Change resulting in an increase to a Customer's bill.
- (M) - Moved from and to 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.

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

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**TARIFF FORMAT**

**A. 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 14 and 15 would be 14.1.

**B. 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 FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff sheet in effect. Consult the check sheet for sheet currently in effect.

**C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

**D. Check Sheets** - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**1.1 Abbreviations**

The following abbreviations are used herein only for the purposes indicated below:

FCC Federal Communications Commission

FPSC Florida Public Service Commission

IXC Interexchange Carrier

LEC Local Exchange Carrier

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**1.2 Definitions**

Certain terms used generally throughout this tariff, particularly those for specialized common carrier communication channels furnished by the Company over its facilities are defined below:

**Access** - Access to the Company's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

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

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

**Authorized User** - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

**Automatic Numbering Identification (ANI)** - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

**Calling Card Call** - A Direct Dialed call for which charges are billed not to the originating telephone number, but to a company proprietary calling card.

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

**MassComm** - Refers to MassComm, Inc. d/b/a Mass Communications, unless otherwise clearly indicated by the context.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**1.2 Definitions, (Cont'd.)**

**Channel** - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

**Commission** - Refers to the Florida Public Service Commission.

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

**Company or Carrier** - Refers to MassComm, Inc. d/b/a Mass Communications, unless otherwise clearly indicated by the context.

**Customer** - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

**Customer - Provided Facilities** - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

**Direct Dialed Call** - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

**End User** - Any person, firm, partnership, corporation or other entity that uses the service of the Company under the terms and conditions of this tariff. The End User is responsible for payment unless the charges for the service utilized are paid by the Customer.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)****1.2 Definitions, (Cont'd.)**

**Exchange** - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

**Intrastate Message Telecommunications Service ("MTS")** - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed intrastate switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of Florida.

**Local Exchange Carrier ("LEC")** - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

**Measured Charge** - A charge assessed on a per minute or incremental basis in calculating a portion of the charges due for a completed call.

**Other Common Carrier** - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

**Personal Identification Numbers (PINS)** - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

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

**Premise** - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**1.2 Definitions, (Cont'd.)**

**Service** - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

**Special Access Service** - All exchange access not utilizing telephone company end office switches. This service includes dedicated access that connects end user to end user, end user to carrier, or carrier to carrier and may include analog or digital channels for voice, data or video transmissions.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

**Terminal Equipment** - Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of MassComm**

Service is offered to residential and business Customers of the Company to provide direct dialed calls originating and terminating partially or wholly within the State of Florida, using the Company's network configuration. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All Services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

**2.2 Applicability of Tariff**

This tariff is applicable to telecommunications services provided by the MassComm within the state of Florida.

**SECTION 2 - RULES AND REGULATIONS**

**2.3 Limitations of Service**

- 2.3.1** Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.3.2** MassComm reserves the right to discontinue furnishing service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of law.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.4** MassComm reserves the right to discontinue the offering of service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Liability**

- 2.4.1** The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- 2.4.2** The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Liability, (Cont'd.)**

**2.4.4** MassComm is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions of 2.4 above.

**2.4.5 Unauthorized Access and Hacking**

Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by the Company's negligence or willful misconduct, the Company is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's equipment, data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Company-provided network facilities or Customer premise equipment. Customer is responsible for any Company service or usage charges resulting from any such unauthorized access, unless a tariff, schedule or other written agreement expressly states otherwise.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Payment and Credit Regulations**

**2.5.1 Billing and Credit Regulations**

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

**2.5.2 Payment for Service**

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (B) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (C) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (D) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.
- (E) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least five calendar days before service is disconnected. The Company does not charge a late charge for unpaid bills.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Payment and Credit Regulations, (Cont'd.)**

**2.5.2 Payment for Service, (cont'd.)**

- (F) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- (G) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- (H) MassComm will not bill for unanswered calls in areas where Equal Access is available, nor will MassComm knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, MassComm will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (I) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Payment and Credit Regulations, (Cont'd.)**

**2.5.3 Billing Entity Conditions**

Billing functions are performed by local exchange telephone companies, credit card companies or others on behalf of MassComm, and the payment conditions and regulations of such companies apply, including any applicable interest, late payment charges and/or return check charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact MassComm directly. If there is still a disagreement about the disputed amount after investigation and review by MassComm or other service provider, the Billed Party has the option to pursue the matter with the Florida Public Service Commission and/or the Federal Communications Commission.

The address of the Florida Public Service Commission is listed below:

Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

The address of the Federal Communications Commission is listed below:

Enforcement Division  
Federal Communications Commission  
Room 6202  
2025 M Street, N. W.  
Washington, D.C. 20554  
(202) 632-7553

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Payment and Credit Regulations, (Cont'd.)**

**2.5.4 Deposits**

The Company does not collect deposits from its Customers.

**2.5.5 Advance Payments**

For Customers whom the Company determines 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 a new advance payment may be collected for the next month.

**2.5.6 Taxes**

Company reserves the right to bill any and all applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes will be itemized separately on Customer invoices.

**2.5.7 Returned Checks**

Return Check Charges are governed by Section 2.5.3 above.

**2.5.8 Late Payment Charge**

Late Payment Charges are governed by Section 2.5.3 above.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Denial of Access to Service by the Company**

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

- 2.6.1** Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;
- 2.6.2** Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to MassComm operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or
- 2.6.3** The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- 2.6.4** Failure to pay a previously owed bill by the same Customer at another location.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.7 Customer's Liability in the Event of Denial of Access to Service by the Company**

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 2.6, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

**2.8 Reinstatement of Service**

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstatement of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstated (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

**2.9 Discontinuation of Service**

The Customer's service shall automatically discontinue upon discontinuation of the Customer's subscription to the Company's service.

**2.10 Right to Backbill for Improper Use of the Company's Service**

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.11 Refunds or Credits for Service Outages or Deficiencies****2.11.1 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control or is not in wiring or equipment, if any, furnished by the Customer and connected to Carrier's terminal.

Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.

**2.11.2 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

**2.12 Cancellation by Customer**

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code or utilizing the Customer's presubscribed carrier. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.13 Cancellation or Interruption of Services**

**2.13.1** Without incurring liability, MassComm may discontinue Services, effective immediately after receipt of written notice (Notice shall be deemed received on the fifth business day following mailing of notice.), to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted service under the following conditions:

- (A) For nonpayment of any sum due the Company for more than thirty days after issuance of the bill for the amount due;
- (B) For violation of any of the provisions of this tariff;
- (C) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's service; or
- (D) By reason of any order or decision of a court having competent jurisdiction, public service commission or federal regulatory body or other governing authority prohibiting MassComm from furnishing its service.

**2.13.2** Without incurring liability, MassComm may interrupt the provision of service at any time in order to perform test(s) and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operations so identified are rectified.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.13 Cancellation or Interruption of Services, (Cont'd.)**

**2.13.3** Service may be discontinued by MassComm by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer Authorization Codes, when the Company deems it necessary to take action to prevent unlawful use of its service. MassComm may restore service as soon as it can be provided without undue risk.

**2.13.4** The termination notice process provides adequate time intervals for the Customer to prevent termination or disconnect.

(A) The first notice is our "Disconnect Notice". It is sent to customers who have a past due balance of \$10.00 or more on the 10th day after bills are sent each month.

(B) On the 11th day after the disconnect notice is sent, accounts that still have a past due balance are temporarily deactivated and a notice is sent to tell the Customer what action has been taken. This notice is printed on letterhead.

(C) On the 11th day after deactivation of the accounts, those that still have a past due balance are sent "Final Demand Letter". These Customers are contacted by phone regularly and then placed with a collection agency on the 20th of the next month.

(D) Accounts are tracked daily for reactivation of service as balances are paid.

**2.13.5** If, for any reason, Service is interrupted, the Customer will only be charged for the service that was actually used.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.14 Responsibilities of Authorized Users**

The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the Florida Public Service Commission and the FCC.

**2.15 Use of Service**

Service may be used for any lawful purpose for which it is technically suited. Customers reselling the Company's Florida intrastate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

**2.16 Applicable Law**

This tariff shall be subject to and construed in accordance with Florida law.

**2.17 Cost of Collection and Repair**

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses for repair or replacement of damaged equipment.

**2.18 Interconnection with Other Common Carriers**

The Company reserves the right to interconnect its services with those of any other Common Carrier, Local Exchange Carrier, or alternate access provider of its election and utilize such services for the provision of services offered herein.

**2.19 "800" Numbers**

The company will make every effort to reserve "800" vanity numbers on behalf of Customers, but makes no guarantee or warrantee that the requested "800" number(s) will be available or assigned to the Customer requesting the number.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.20 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a Customer.

These promotions will be approved by the FPSC with specific starting and ending dates with promotions running under no circumstances longer than 90 days in any twelve month period.

**2.21 Other Rules**

**2.21.1** The Company reserves the right to validate the credit worthiness of Customers or Authorized Users through available verification procedures.

**2.21.2** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the FPSC.

**2.21.3** The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Identification Numbers when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.22 Individual Case Basis (ICB) Arrangements****2.22.1 General Description**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer. The facilities utilized to provide these services are of a type normally used by the Telephone Company in furnishing its other services and shall be comparable with other Telephone Company services, and its engineering and maintenance practices. The requested service or arrangement is subject to the availability of the necessary Telephone Company personnel and capital resources.

**2.22.2 Rate Regulations**

Rates quoted in response to requests may be different than those specified for such services in this tariff. The customer has one-hundred and eighty (180) days after receiving the ICB rates to order the service requested at the quoted rates.

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**SECTION 3 - DESCRIPTION OF SERVICE**

**3.1 General**

The Company provides telecommunications services between locations within the State of Florida as specified herein. The Company's service is available twenty-four hours per day, seven days a week.

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)****3.2 Timing of Calls**

Billing for calls placed over the network is based in part on the duration of the call.

**3.2.1** The customer's monthly usage charges for Carrier service are based upon the total number of minutes use by the customer and the service options subscribed to. Chargeable time begins when a two way communication is established between the calling party and the called party or PBX. Chargeable time ends when either party "hangs up."

**3.2.2** Chargeable time for all calls ends when one of the parties disconnects from the call.

**3.2.3** Minimum call duration for billing purposes is one minute unless otherwise specified in the individual rate schedules of this rate sheet.

**3.2.4** Calls are measured and billed in one minute increments unless otherwise indicated in this rate sheet. Any partial minute is rounded up to a full minute.

**3.2.5** There is no billing applied for.

(A) Carrier will not knowingly bill for uncompleted calls.

(B) Carrier will provide full credit for any call of one minute or less upon being informed by a customer that the call was not completed.

(C) An uncompleted call includes, but shall not be limited to:

(1) calls terminating in an intercept recording, line intercept operator or a busy tone; or

(2) calls that do not answer.

(D) An uncompleted call does not include calls using busy line interrupt, -line -status verification or directory assistance services.

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)****3.3 Calculation of Distance**

For services which are distance sensitive, usage charges are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by Telcordia, in the following manner:

- Step 1:** Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.
- Step 2:** Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.
- Step 3:** Square the differences obtained in Step 2.
- Step 4:** Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5:** Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6:** Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

**Formula:**

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.4 Time of Day Rate Periods**

For time of day sensitive services, the appropriate rates apply for day, evening and night/weekend calls based on the following chart:

	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.	Sun.
8:00 AM to 4:59 PM	Daytime Rate Period or Peak Rate Period						
5:00 PM to 10:59 PM	Evening Rate Period or Off Peak Rate Period						Eve.
11:00 PM to 7:59 AM	Night/Weekend Rate Period or Off Peak Rate Period						

**3.4.1** Day, Evening, and Night/Weekend times are determined by the local time of the location of the calling service point. Chargeable time for a rate period (e.g. 8AM-5PM) begins with the first stated hour (8AM) and continues to, but does not include, the second stated hour (5PM). The rate applicable at the start of chargeable time at the calling station applies to the call during the duration of the call that is applicable to that time period. If a call begins in one discount period and ends in another, the initial period discount applied is the discount in effect at the time the call is established. The charge for each additional minute of usage is the additional minute billing rate of the rate period in which the beginning of each minute occurs.



**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.4 Time of Day Rate Periods, (Cont'd.)**

**3.4.2** The time when connection is established is determined in accordance with the time - standard or daylight savings -legally or commonly in use at the location of the calling service point and determines whether Day, Evening, Night or Weekend rates apply. This rule applies whether the message is sent paid or collect and is applicable to interLATA direct dialed and operator assisted calls.

**3.4.3** The Evening rate applies to the holidays listed below unless a lower rate period is in effect.

New Year's Day	**
Martin Luther King Day	*
President's Day	*
Memorial Day	*
Independence Day	**
Labor Day	*
Columbus Day	*
Veterans Day	**
Thanksgiving Day	*
Christmas Day	**

\* = Applies to Federally recognized days only.

\*\* = If the holiday falls on a Sunday, the holiday rates are applied to the following Monday. If the holiday falls on a Saturday, the holiday rates are applied to the preceding Friday.

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)****3.5 MassComm Direct Dial Service**

MassComm Direct Dial Service is a direct dial outbound calling plan designed business customers. Calls are placed over switched and dedicated access facilities. Service is offered twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

Calls placed over switched access facilities are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. Calls placed over dedicated access facilities are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds.

**3.6 Directory Assistance****3.6.1 Directory Assistance Service**

Directory Assistance is available to Customers of the Company's service. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

**3.6.2 Call Completion Service**

The Company Directory Assistance operator, or automated attendant, will complete the call to the number requested by the Customer without requiring the Customer to redial the number. A Directory Assistance Call Completion charge applies for this service. This charge is in addition to the charge for determining the telephone number requested by the Customer and in addition to any usage and per call charges associated with placing the call.

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**SECTION 4 – RATES AND CHARGES****4.1 Exemptions and Special Rates****4.1.1 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

(A) The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.

(B) The credit to be given on a subsequent bill for calls placed with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either party is both hearing and visually impaired, the call shall be discounted at 60% of the applicable rate.

**4.1.2 Emergency Call Exemptions**

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. MassComm will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

**4.1.3 Directory Assistance**

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

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**SECTION 4 – RATES AND CHARGES, (CONT'D.)**

**4.2 Rates and Charges**

**4.2.1 MassComm Direct Dial Service**

**(A) Direct Dial Outbound Service Rates**

**(1) Switched Access Service**

Per Minute Rate: \$0.0590

**(2) Dedicated Access Service**

Per Minute Rate: \$0.0350

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**SECTION 4 – RATES AND CHARGES, (CONT'D.)**

**4.2 Rates, (Cont'd.)**

**4.2.2 Directory Assistance**

**(A) Directory Assistance Service**

Directory Assistance, Per Call: \$1.99

**(B) Call Completion Service**

Directory Assistance Call Completion, Per Call

Per Call Charge: \$0.50