#### TITLE SHEET

## FLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for alternative local exchange telecommunications services provided by Litestream Holdings, LLC, with principal offices at 500 Australian Avenue South, Suite 120, West Palm Beach, FL 33401. This price list applies for services furnished within the state of Florida. This price list 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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By:

Paul Rhodes, President 500 Australian Avenue South Suite 120 West Palm Beach, FL 33401 EFFECTIVE MAY 0 2 2005

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## **CHECK SHEET**

The sheets listed below, which are inclusive of this price list, 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 price list and are currently in effect as of the date at the bottom of this page.

SHEET	REVISION	
1	Original	
2	Original	
3	Original	
4	Original	
5	Original	
6	Original	
7	Original	
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#### SYMBOLS SHEET

The following are the 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 Another Price List 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
- A. Check Sheets When a price list filing is made with the FPSC, an updated check sheet accompanies the price list filing.
- B. Sheet Numbering and Revision levels Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between existing sheets 14 and 15 would be 14.1. Revision levels also appear in the upper right corner of each page. These levels 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.

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#### **SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

## Samples of terms

Access Line - An arrangement which connects the customer's location to the Company's network switching center.

Authorization Code - A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities an to identify the customer for billing purposes.

Company or Carrier - Litestream Holdings, LLC

Central Office - A location where there is an assembly of equipment that establishes the connections between subscriber access lines, trunks, switched access circuits, private line facilities, and special access facilities with the rest of the telephone network.

Customer - The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

**Exchange** - The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area.

Intra-LATA Toll Messages - Those toll messages which originate and terminate within the same LATA.

**Message** - a completed telephone call.

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## **SECTION 2 - RULES AND REGULATIONS**

## 2.1 Undertaking of the Company

The company provides local telephone service to its customers for their direct transmission and reception of voice, data, and other types of electronic communications. The company's services are provided on a monthly basis (unless otherwise stated in this tariff/price list) and are available twenty four (24) hours per day, seven (7) days a week.

## 2.2 Limitations on Service

Services are offered subject to the availability of the necessary facilities and/or equipment. The company reserves the right to provide services only to and from locations where the necessary facilities and/or equipment are available. The minimum service term is one (1) month.

#### 2.3 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations and any applicable Florida PSC rules, which specify the priorities for such activities.

#### 2.4 Unlawful Use of Service

Services are furnished subject to the condition that they will not be used for unlawful purposes. Service will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service id being used in violation of the law. The company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law.

#### 2.5 Cancellation of Service for Cause

The company may without notice, or with notice and allowing a reasonable time for the customer to remedy any deficiency, either suspend service or terminate the subscriber's contract without suspension of service, disconnect the service and remove any of it's equipment from the subscribers premises upon:

#### 2.5.1 Without Notice

- a. Abandonment of the service.
- b. Use of service in such a way as to impair or interfere with the service of other subscribers.
- c. Abuse or fraudulent use of service, including, but not limited to:
  - (1) The use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable for the service:
  - (2) The obtaining, or attempting or obtain, or assisting another to obtain or to attempt to obtain, long distance message telephone service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any

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- fraudulent means or device whatsoever, with intent to avoid payment, in whole or in part, of the regular charge of such service:
- (3) The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

## 2.5.2 With Notice

- a. Failure of subscriber to make suitable deposit as required by this Tariff.
- b. Impersonation of another with fraudulent intent.
- c. Nonpayment of any sum due for exchange, long distance or other services except that the following shall not constitute sufficient cause for suspension or termination of service:
  - (1) Delinquency in payment for services by a previous occupant of the premises unless the current customer occupied the premises at the time the delinquency occurred and the previous customer continues to occupy the premises and shall benefit from such current service.
  - (2) Failure to pay for business service at a different location and telephone number shall not constitute grounds for suspension or termination of residence service or vice versa.
  - (3) Nonpayment of a bill of another customer as guarantor thereof.
  - (4) Delinquency in payment for service by a present occupant who was delinquent At another address and subsequently joined the household of the subscriber in good standing.
  - (5) Delinquency in payment for separate telephone service of another subscriber in the same residence.

Residential customers whose telephone services have been temporarily denied for nonpayment will continue to have access to 911 Service (outgoing service only).

- d. Use of service or facilities for calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another.
- e. Any other violation of the Company's rules and regulations applying to subscriber's contracts or to the furnishing of service.
- f. Use of a service for the purpose of performing any service in compliance with the local exchange service, which the Company may now hereafter furnish.
- g. The Company reserves the right co cancel any contract for service with and to discontinue services to any person who uses or permits the use of obscene, profane, or grossly abusive language over or by means of the Company's facilities, and who, after reasonable notice fails, neglects of refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.

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## 2.6 Residence Service for Company Employees

Discontinued/Concession Residence Service may be made available to Company Employees.

## 2.7 Official Service for Company Locations

Discontinued/Concession Residence Service may be made available to Company Locations.

## 2.8 Credit and Deposits for Applicants

The Company may, in order to safeguard its interests, require an applicant or an Existing customer to establish satisfactory credit, or pay a reasonable cash deposit As set forth in the following:

After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customers Deposit providing the customer has not in the preceding 12 months

- 1. made more then one late payment of a bill
- 2. paid a check refused by a bank
- 3. been disconnected for nonpayment
- 4. used service in a fraudulent or unauthorized manner

The Company, at its sole discretion, may elect to return a deposit to a residential customer In less than 23 months.

Deposits of business customers may be refunded, in whole or in part, at the option of the Company at any time. When a business customer qualifies under the same conditions as specified for residential customers preceding, the Company may at its option refund in whole or in part, or pay the higher rate of interest specified below.

Upon termination of service, the deposit and accrued interest may be credited by the Company against the final account and the balance, if any, shall be refunded promptly to the customer but in no event later than 45 days after service discontinued.

#### 2.9 Interest on Deposits

All deposits required by the Company shall bear interest at 6 percent per annum to begin and run from the date said deposit is made.

#### 2.10 Liability of the Company

The Liability of the Company for damages arising out of impairment of service provided to its subscribers such as defects or failure in facilities furnished by the Company or mistakes, omissions, interruptions, preemptions, delays, errors or defects the provision of its services set forth herein or any portion of its services, occurring in the course of furnishing such facilities or services and not caused by the negligence of the subscriber, or of the Company In failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the subscriber for the period of service during which such mistakes, omission, interruption, preemption, delay, error, or defect in transmission or defect or failure in facilities or services occurs.

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TX823 Price List No. 1 Fps Can Verified 5/15/2014 The Company shall not be liable for direct or consequential damage(s) arising out of Mistakes, omissions, interruptions, preemptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the company.

- (1) caused by customer provided equipment (except where a contributing cause is the malfunctioning of a Company provided connecting arrangement, in which event the liability of the Company shall not exceed the amount equal to the proportional amount the Company billing for the period of service during which such mistakes omissions, interruptions, preemptions, delays, errors, defect in transmission or injury occurs. or
- (2) not prevented by customer provided equipment but which would have been prevented had company-customer-provided equipment but which would have been prevented had company-provided equipment been issued.

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## **SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES**

#### 3.1 Service Description

The Company offers a full array of local residential and business telecommunications services. These services are generally offered in packages, which allow the company to bundle a group of services into a single offering with a substantial discount. In many cases, the local services may be bundles with other telecommunications offerings such as long distance for even more attractively priced packages. As a part of all local service offerings, Litestream will provide access to 911 emergency services at a level at least equivalent to the service provided by the incumbent local exchange company. Litestream also includes access to operator services and relay services as a part to receive services at a quality level superior to that provided by the incumbent local exchange company.

#### 3.2 Rates

The rates specified in this section are 'ala carte' rates for the purchase of individual service. The rates charged for the listed services will not exceed the amounts listed. However, in most cases, services are sold in the form of bundled packages, which allow substantial discounts from the displayed prices. These packages may be marketed under various promotional names, but the rates for such packages will not exceed the aggregate of the rates for the individual service provided.

3.2.1 Residential Access Line with Tone Dialing	\$20.20
Business Access Lines with Tone Dialing	\$39.75
Additional Line	\$20.20
Per Minute Flat Long Distance Charge Continental US	\$0.08
Customer Installation Charge	\$40.00

#### 3.3 Telecommunications Relay Service

For calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice non-relay 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 60 percent off of the otherwise applicable rate for a voice non-relay call.

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## **SECTION 4 - MISCELLANEOUS SERVICES AND RATES**

# 4.1 Custom Calling Features

4.1.2	Three Way Calling	\$4.50
	Additional Directory Listing	\$1.10
	Anonymous Call Rejection	\$2.70
	Auto Redial	\$2.70
	Call Forward	\$3.60
	Caller ID	\$7.15
	Caller ID on Call Waiting	\$5.85
	Call Trace	\$3.60
	Call Transfer/Disconnect	\$4.00
	Call Waiting	\$4.95
	Call Return	\$3.60
	Per Call Block	\$3.60
	Priority Call	\$5.50
	Remote Access Forward	\$5.40
	Select Call Block	\$3.60
	Special Ring	\$3.60
	Speed Call (8)	\$3.60
	Speed Call (30)	\$4.05
	Toll Restriction	\$2.70
	Voice Mail	\$6.95

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