



March 25, 1997
Overnight

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32790-0200

Florida Public Service Commission
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ATTENTION -- JIM STRONG

RE: Revision to Proposed Tariff of Moving Media, Inc.

Enclosed for filing are revised proposed tariff pages 13, 14, 15, 25, and 28, per my discussion with Jim Strong.

In addition to the changes specifically requested by Jim, I have revised the section numbering on the included pages.

Also enclosed is a copy of Moving Media's Secretary of State Authority.

Questions regarding this revision should be directed to my attention at (407) 740-8575.

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

Thank you for your assistance.

Sincerely,

Carey Roesel
Consultant to
Moving Media, Inc.

cc: Delroy Cowen - Moving Media
Kim Pena - FPSC
Tom Williams - FPSC
to file: NMI - FL

DOCUMENT NUMBER-DATE

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.4 Credit Allowance**

- 2.4.1** Credit allowance for the interruption of Service is subject to the general liability provisions set forth in this tariff. Customers shall receive no credit allowance for the interruption of service which is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in service for which a credit allowance is desired. Before being given such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within the Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's services.
- 2.4.2** No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.
- 2.4.3** No credit shall be allowed for:
- A.** Failure of services or facilities of the Customer; or
 - B.** Failure of services or equipment caused by the negligence or willful acts of the Customer.
- 2.4.4** Credit for interruption shall commence after Customer notifies Company of the interruption and ceases when services have been restored.
- 2.4.5** Credits are applicable only to that portion of the service interrupted.
- 2.4.6** For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.4.7** No credit shall be allowed for an interruption of a continuous duration of less than two hours.

ISSUED: February 28, 1997**EFFECTIVE:**

ISSUED BY: Delroy Cowan, President
Moving Media, Inc.
8298 NW 64th Street
Miami, Florida 33166

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.4 Credit Allowance, (Cont'd.)**

- 2.4.0** The Customer shall be credited for an interruption of two hours or more at a rate of 1/720th of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of credit shall be made in accordance with the following formula:

Credit Formula

$$\text{Credit} = \frac{A \times B}{720}$$

"A" = outage time in hours

"B" = total monthly charge for affected facility

2.5 Liability

- 2.5.1** 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.
- 2.5.2** 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.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.5 Liability (Cont'd.)**

2.5.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber 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 or Subscriber's apparatus or systems, or (iii) for any act or omission of the Customer or Subscriber, or (iv) for any personal injury or death of any person, or for any loss of or damage to Subscriber's or Customer's premises or any other property, whether owned by Customer, Subscriber 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.

2.5.4 The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

2.6 [Reserved for Future Use]

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Timing of Calls

- 3.3.1** Long distance usage charges are based on the actual usage of Moving Media's network.
- 3.3.2** Timing begins when the called station is answered (i.e., when a two-way conversation is possible), as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection.
- 3.3.3** Chargeable time ends when the called or calling party hangs up, whichever occurs first.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.6 Exemptions and Special Rates

3.6.1 Discounts for Hearing Impaired Customers

Should the Company begin using time of day rated services, the following shall apply to TDD calls. 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. 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 night/weekend rate during evening and night/weekend hours. Discounts do not apply to per call add-on charges for services when the call is placed by a method that would normally incur the surcharge.

3.6.2 Directory Assistance Charges for Handicapped Persons

Presubscribed residential Customers or authorized users of Customers' services who are certified as handicapped are exempt from applicable Directory Assistance charges (should the Company begin offering this service) for the first 50 directory assistance calls per month.

3.6.3 Telecommunications Relay Service Rates

For toll calls received from the relay service, call charges shall be discounted by 50% from the otherwise applicable usage rate for a voice nonrelay call, except that where the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent.

ISSUED: February 28, 1997

EFFECTIVE:

ISSUED BY: Delroy Cowan, President
Moving Media, Inc.
8298 NW 64th Street
Miami, Florida 33166

State of Florida



Department of State

I certify from the records of this office that MOVING MEDIA, INC., is a corporation organized under the laws of the State of Florida, filed on February 15, 1986.

The document number of this corporation is P88000014305.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1986, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Thirtieth day of January, 1987



CRS022 (2-86)

Sandra B. Northam
Secretary of State

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