# TI 548 ( su 970234)

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# I-Link Communications, Inc.

Reply to 3800 N Central Ave # B-1 Phoenox, AZ 85012 Tel 800-216-8522

October 3, 1997

97/293-71

Division of Records & Reporting Florida Public Service Commission Gunter Building 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850

#### Notice of Acquisition and Name Change Re: Docket No. 961168-TI Certificate No. 4778

Dear Sirs:

Pursuant to Chapter 25-24,473 of the Rules of the Florida Public Service Commission, comes now I-Link Communications, Inc. ("I-Link") and gives notice to the Commission of its acquisition and name change of Family Telecommunications Incorporated, and submits herewith the following information in support of its notice

1) Family Telecommunications, Inc., d.b.a. FTI Communications, was incorporated in the State of Utah on March 20, 1996, and subsequently filed with the Fiorida Public Service Commission to operate as a reseller of interexchange telecommunications services within the State of Florida on September 26, 1996. A Certificate was granted on December 16, 1996. Family Telecommunications, Inc. is licensed to do business in all 50 ACK states and is also certificated as a reseller of intrastate telecommunications in 49 of those AFA states APP

CAF 2) Medcross, Inc., to be renamed I-Link Incorporated, a Florida corporation, located in Salt Lake City, Utah, and a publicly traded company on the NASDAQ Exchange under C!!!! the symbol "ILNK", has acquired 100% of the outstanding stock of Family CIR Telecommunications Incorporated. This acquisition is pending ratification of the E.A.C. stockholders of Medcross, Inc. Prior to this acquisition, Medcross, Inc. was not engaged 11 : in telecommunications or licensed by any federal or state entity as a public utility EUN.

Rul -	DOCUMENT NUMBER-DATE
SEC	13751 South Wadsworth Park Drive Suite 200 Draper Utah 84020 10185 0CT-6 5
W/S	PH 801_576_5000 FAX 801_576_4295 FPSC-RECORDS/REPORTING
OTH	http://www.i-link.net

Division of Records & Reporting October 3, 1997 Page 2

3) On August 1, 1997, the Articles of Incorporation of Family Telecommunications, Inc. were amended and filed with the Division of Corporations & Commercial Code of the State of Utah to change the name of the corporation to I-Link Communications, Inc. effective on that date. I-Link Communications, Inc., will also do business in Florida under the name of FTI Communications.

4) I-Link has applied to the Florida Department of State, to change its name. Enclosed is a copy of that application and confirmation of filing on September 4, 1997, from the Florida Department of State.

5) The corporate address of I-Link is:

I-Link Communications, Inc. 13751 S. Wadsworth Park Drive, Suite 200 Draper, UT 84020 Tel. 801-576-5000 FAX 801-576-4295

6) All correspondence, notice, orders or other papers regarding this filing or the referenced Docket and Certificate should be directed to:

Regulatory Affairs I-Link Communications, Inc. 3800 N. Central Avenue, Suite B-1 Phoenix, AZ 85012 Tel. 602-222-9227 or 800-216-8522 FAX 602-222-8751

7) The new officers and director of I-Link Communications, Inc. are:

John W. Edwards, President & Director 13751 S. Wadsworth Park Drive, Suite 200 Draper, UT 84020

Karl S. Ryser, Vice President/Treasurer 13751 S. Wadsworth Park Drive, Suite 200 Draper, UT 84020

David E. Hardy, Secretary 13751 S. Wadsworth Park Drive, Suite 200 Draper, UT 84020 Division of Records & Reporting October 3, 1997 Page 3

8) Subscribers of Family Telecommunications, Inc. will not be affected by this change. I-Link will continue to provide all services to our subscribers, including direct billing on our own invoices, under the names of FTI Communications or I-Link Communications, Inc., at the same, or lower, rates and conditions that our subscribers previously received. Customers may contact the Customer Service Department regarding services, rates or billing questions at 800-890-6799.

9) I-Link Communications, Inc. believes that this change will enhance the financial condition of the company and further strengthen its management, all of whom will continue in the new organization. Given I-Link's relatively small market position in Florida, this acquisition will not adversely affect competition.

10) Enclosed herewith is I-Link's amended Tariff reflecting the above changes.

In view of the foregoing, I-Link believes that this change is in the public interest, and therefore respectfully requests that the Commission approve this acquisition and name change and inform I-Link of any additional amendatory filing requirements.

Enclosed are four (4) copies of this letter and tariff. <u>Please return one date stamped</u> copy in the enclosed prepaid envelope.

If you need any additional information or have questions concerning this filing, please contact the undersigned at 800-216-8522, Ext. 8672.

Sincerely,

Tony Oxlonow

Tony Oxborrow Regulatory Affairs

TO/mnf

Encl.

# APPLICATION BY FOREIGN CORPORATION TO FILE AMENDMENT TO APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

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# SECTION I (1-3 must be completed)

 Family Telecommunications Incorporated Name of corporation as it appears within the records of the Department of State.

2. Incorporated under laws of: Utah

3. Date authorized to do business in Florida: september 12. 1996

# SECTION II (4-7 complete only the applicable changes)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation?

August 1, 1997

5. Name of corporation after the amendment, adding suffix "corporation," "company," "incorporated," or appropriate abbreviation, if not contained in new name of the corporation:

I-Link Communications, Inc.

6. If the amendment changes the period of duration, indicate new period of duration.

No Change

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

Signature Name and Title

David E. Hardy, Secretary

(FLA.- 2251 - 3/19/93)



FLORIDA DEPARTMENT OF STATE Sandra B. Mortham Secretary of State

September 4, 1997

C T COPPORATION SYSTEM

TALLAHASSEE, FL

### Re: Document Number F96000004702

The Amendment to the Application of a Foreign Corporation for FAMILY TELECOMMUNICATIONS INCORPORATED which changed its name to I-LINK COMMUNICATIONS, INC., an Utah corporation authorized to transact business in Florida, was filed on September 4, 1997.

Should you have any questions regarding this matter, please telephone (850) 487-6050, the Amendment Filing Section.

Joy Moon-French Corporate Specialist Division of Corporation

Letter Number: 797A00044248

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

Florida Tariff No 1 2<sup>nd</sup> Revised Sheet 1 Cancels 1<sup>st</sup> Revised Sheet 1

#### TITLE SHEET

# FLORIDA TELECOMMUNICATIONS TARIFF

This tariff is issued by I-Link Communications, Inc., a Utah corporation, also doing business in Florida under the name of FTI Communications. Elsewhere in this tariff I-Link Communications, Inc. is sometimes referred to as "I-Link" and sometimes as the "Company."

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange, long distance reseller and facilities-based telecommunications services in the State of Florida by

# I-Link Communications, Inc.

#### with principal offices at:

# 13751 S. Wadsworth Park Drive, Suite 200, Draper, UT 84020 Tel. 801-576-5000 - FAX 801-576-4295

This tariff is on file with the Florida Public Service Commission, 2540 Shumard Oak Blvd, Tallahassee, Florida 32399. Copies may also be inspected, during normal business hours, at the Company's Phoenix Office, 3800 N. Central Avenue, Suite B-1, Phoenix, AZ 85012 Inquiries regarding this Tariff should be directed to:

### Regulatory Affairs I-Link Communications, Inc 800-216-8522 or 602-222-9227

Issued: September 30, 1997

Effective

by: John W. Edwards, President 13751 S. Wadsworth Park Drive, Suite 200 Draper, UT 84020



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I-Link Communications, Inc. d/b/a FTI Communications

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Florida Tariff No 1 2<sup>nd</sup> Revised Sheet 2 Cancels 1<sup>st</sup> Revised Sheet 2

# CHECK SHEET

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

Sheet	Revision
1 (Title)	2nd Revised*
	2nd Revised*
3	I" Revised*
4	1" Revised*
2 3 4 5	1" Revised*
6	1" Revised*
7	1" Revised*
8	1" Revised*
9	1" Revised*
10	1" Revised*
11	1" Revised*
12	1" Revised*
13	1" Revised*
14	I" Revised*
15	1" Revised*
16	1" Revised*
17	1" Revised*
18	1" Revised*
19	1" Revised*
20	1" Revised*
	1" Revised*
21 22	1" Revised*
22	2 <sup>nd</sup> Revised*
23	I" Revised*
25	Original*

Issued: September 30, 1997

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Florida Tariff No. 1 1" Revised Sheet 3 Cancels Original Sheet 3 1

# TABLE OF CONTENTS

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Section 2 - Rules and Regulations	
Section 3 - Description of Service	
Section 4 - Rates	

Issued:	September 30, 1997	Effective
		by:
	John W. Edu	wards, President
	13751 S. Wadswort	h Park Drive, Suite 200
	Draper	UT 84020





Florida Tariff No 1 1" Revised Sheet 4 Cancels Original Sheet 4

## SYMBOLS SHEET

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

D - Delete or Discontinue

- 1 Change Resulting in an Increase to a Customer's Bill
- M Moved from another tariff location
- N New

R - Change Resulting in a Reduction to a Customer's Bill

T - Change in Text or Regulation but no Change in Rate or Charge

Issued: September 30, 1997

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Florida Tariff No 1 1" Revised Sheet 5 Cancels Original Sheet 5

# TARIFF FORMAT SHEETS

 Sheet Numbering - Sheet numbers appear in the upper right corner of the page. 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 <sup>4</sup>ecimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

2. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. 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 page in effect. Consult the Check Sheet for the sheet currently in effect.

 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), etc.

4. <u>Check Sheets</u> - 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 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. 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.

Issued: September 30, 1997

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Florida Tariff No 1 1" Revised Sheet 6 Cancels Original Sheet 6

# SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Accounting Code: A multi-digit code which enables a customer to allocate long distance charges to its internal accounts.

Authorization Code: A multi-digit code which enables a customer to access I-Link's network and identifies the customer's use of I-Link's services for proper billing.

Authorized User: An individual, organization, or other entity which has been allowed to use the authorization code of a customer by the customer.

Business Hours: The term "business hours" refers to the time between 8.00 A M and 5.00 P M. Monday through Friday, excluding holidays.

Commission: The term "commission" refers to the Florida Public Service Commission

Company: The term "company" refers to 1-Link Communications, Inc. d/b/a FTI Communications

<u>Customer</u>: The term "customer" is synonymous with the term "subscriber" and means the individual, organization, corporation, or other entity that contracts for service with I-Link under this tariff and that is responsible for the payment of charges and compliance with the Company's rules and regulations pertaining to this tariff.

Delinquent or Delinquency: The terms "delinquent" and "delinquency" refer to an account for which payment has not been received in full on or before the last day for timely payment.

Holiday: The term "holiday" means all Company-specific holidays, ic., New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Issued: September 30, 1997

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Florida Tariff No. 1 1" Revised Sheet 7 Cancels Original Sheet 3

# SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Local Access Transport Area ("LATA"): The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services

Local Exchange Area: The term "local exchange area" means a geographically defined area wherein the telephone industry through the use of maps or legal descriptions designates specified areas where individual telephone exchange carriers offer to provide communications services.

Local Exchange Carrier (LEC): This term means a company providing telecommunications service within a local exchange or LATA.

Non-business Hours: The term "non-business hours" refers to the time period between 5.00 P.M. and 8:00 A.M., Monday through Friday, all day Saturday, Sunday and holidays

Regular Billing: The words "regular billing" mean a standard bill or invoice for services sent during the normal I-Link billing cycle and consists of one bill for each account assigned to a customer

Subscriber: See definition under "customer".

Timely Payment: The term "timely Payment" means a payment on a customer's account made on or before the due date.

Issued: September 30, 1997

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Florida Tariff No. 1 1" Revised Sheet 8 Cancels Original Sheet 8

# SECTION 2 - RULES AND REGULATIONS

#### 2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to provide intrastate telecommunications service in accordance with the terms and conditions set forth in this tariff.

2.1.2 Shortage of Facilities

All Service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing Services when necessary because of the lack of available facilities or because of any causes beyond its control.

#### 2.1.3 Availability of Services

Service is available twenty-four hours per day, seven days per week. Service to Customers is available from any point in the state to any other point in the state

- 2.1.4 Liability of the Company
  - (A) Except as stated in this Section 2.1.4, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.
  - (B) The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this tariff.

Issued September 30, 1997

Effective

Florida Tariff No 1 1" Revised Sheet 9 Cancels Original Sheet 9

# SECTION 2 - RULES AND REGULATIONS

including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing Service or arising out of any failure to furnish Service shall in no event exceed an amount of money equivalent to the proportionate charge to Customer for the period of service during which such mistakes, omissions,

interruptions, delays or errors or defects in transmission occur and continue. However, any such mistakes, omissions, interruptions, delays, errors or defects in transmission or service which are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-provided facilities shall not result in the imposition of any liability whatsoever upon the Company.

- (C) The Company is not liable for any act, omission or negligence of any other entity furnishing to the Customer facilities, equipment, or services used with the Company's Services. Nor shall the Company be liable for the unavailability of or any delays in the furnishing of any services to the Customer facilities or equipment which are provided by any other entity. Should the Company employ the service of any Other Common Carrier in furnishing the services provided to Customer, the Company's liability shall be limited according to the provisions in Section 9.1.
- (D) The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes, Acts of God, atmospheric conditions or other phenomena of nature, such as radiation, any law, order regulation, directive, action or

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# SECTION 2 - RULES AND REGULATIONS

request of the United States Government, or any other government, including State and local government, having any jurisdiction over the Company, or any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or any civil or military authority having any jurisdiction over the Company or the Service provided hereunder, national emergencies, civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court having jurisdiction over the company.

- (E) The Company shall be indemnified and held harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's Services and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's facilities.
- (F) Under no circumstances whatsoever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

# 2.1.5 Provision of Equipment and Facilities

(A) Customer-provided equipment at the Customer's premises for use in connection with this Service shall be so constructed, maintained and operated by Customer as to work satisfactorily with the facilities of the Company

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# SECTION 2 - RULES AND REGULATIONS

(B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided equipment. Where such equipment is connected to Service pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of Services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for.

- the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission,
- (2) the reception of signals by Customer-provided equipment, or
- (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

#### 2.2 Assignment

Customer shall not assign or transfer the use of the Company's service except with the prior written consent of the Company in each and every instance. Consent to such assignment or transfer will not be unreasonably withheld.

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Florida Tariff No. 1 1<sup>st</sup> Revised Sheet 12 Cancels Original Sheet 12

# SECTION 2 - RULES AND REGULATIONS

#### 2.3 Obligations and Liabilities of the Customer

- 2.3.1 The Customer will be liable for all use of a calling card issued to the Customer. In the case of unauthorized use, loss, or a stolen calling card issued to the Customer, the Customer must notify the Company within twenty-four (24) hours of such loss. Should the Customer be notified by a representative of the Company of an increase in usage (including Calling Card usage), it is the Customer's responsibility to determine at the time of notification whether the usage increase is legitimate or fraudulent.
- 2.3.2 The Customer is responsible for placing any necessary orders, for complying with tariff regulations, and for the payment of charges for calls originated at the Customer's premises which are not collect or third party calls.
- 2.3.3 If required for the provision of the Company's Services, the Customer must provide any equipment, space, supporting structure, conduit, and electrical power without charge to the Company.
- 2.3.4 The Customer shall ensure that its terminal equipment and/or system properly interfaces with the Company's facilities or Services, that the signals emitted into the Company's facilities are of the proper mode, bandwidth, power and signal level for the intended use of the Customer and in compliance with the criteria set forth in part 68 of the rules of the FCC, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers.
- 2.3.5 If the Customer fails to maintain the equipment and/or system properly, with resulting imminent harm to the Company's equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of

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# SECTION 2 - RULES AND REGULATIONS

protective equipment at the Customer's expense. If this measure fails to produce satisfactory quality and safety, the Company may, upon written notification, terminate the Customer's Service.

- 2.3.6 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, or by improper use of equipment provided by the Customer or others.
- 2.3.7 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur.
- 2.3.8 The Company shall be indemnified and held harmless by the Customer against
  - (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.
  - (B) All other claims arising our of any act or omission of the Customer in connection with any service or facility provided by the Company

#### 2.4 Use of Service

2.4.1 Services provided under this tariff may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, in a manner consistent with the terms and conditions of

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Florida Tariff No 1 1" Revised Sheet 14 Cancels Original Sheet 14

# SECTION 2 - RULES AND REGULATIONS

this tariff and the policies and regulations of the Federal Communications Commission and the Florida Public Service Commission. Service provided under this tariff shall not be used for any unlawful purpose

- 2.4.2 The use of the Company's Services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited
- 2.4.3 The use of the Company's Services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.4.4 The Company's Services are available for use twenty-four hours a day, seven days per week.
- 2.4.5 Customers of Service provided under this tariff may authorize or permit others to use these services, and may resell or share such services subject to the regulations contained in this tariff. The Customer remains responsible to the Company for payment of all charges for services used by others with the Customer's knowledge or without the Customer's knowledge if the services originate with the Customer's facilities. The Customer is responsible for notifying the Company immediately of any unauthorized use of services.
- 2.4.6 The Company does not provide Service unless the Customer establishes a billing account directly with the Company.

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Florida Tariff No. 1 1" Revised Sheet 15 Cancels Original Sheet 15

# SECTION 2 - RULES AND REGULATIONS

#### 2.5 Cancellation or Interruption of Service

- 2.5.1 Without incurring liability, the Company may temporarily or permanently discontinue Services to the 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 (30) 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 of the Company's Services;
  - (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 the Company from furnishing its Services,
  - (E) for significant decrease in the credit worthiness of a Customer or responsible signer which calls into question the Customer's ability to pay for Services furnished by the Company, such as but not limited to, Bankruptcy and Chapter Eleven filings; or
  - (F) for the discovery of false statements or information from Customer at the time of application for Service.

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# SECTION 2 - RULES AND REGULATIONS

- 2.5.2 Without incurring liability, the Company may interrupt the provision of Services at any time in order to perform test(s) and inspections to assure compliance with
- 2.5.2 Without incurring liability, the Company may interrupt the provision of Services at any time in order to perform test(s) and inspections to assure compliance with tariff regulations, and may without liability, temporarily suspend Service while making tests and inspections, and may continue such interruption until any items of noncompliance or improper equipment operation or violations of requirements so identified are rectified.
- 2.5.3 Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to certain areas, 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. The Company may restore Service as soon as it can be provided without undue risk.
- 2.5.4 If, for any reason, Service is interrupted, the Customer will only be charged for the Service that was actually used.

#### 2.6 Deposits and Advance Payments

The Company does not require a deposit from the Customer. The only advance payment service offered by I-Link will be pre-paid calling cards. I-Link anticipates that only a small portion of its customers will use this service.

#### 2 7 Employee Concessions

After 60 days of employment, any employee of the Company may receive a maximum \$30.00 credit per month on their long distance services.

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# SECTION 3 - DESCRIPTION OF SERVICE

#### 3.1 Timing of Calls

#### 3.1.1 When Billing Charges Begin and Terminate

The customer's long distance usage charge is based on the actual usage of I-Link's network. Usage begins when the called party picks up the receiver, (i e. When twoway communication, often referred to as "conversation time" is possible.) When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

#### 3.1.2 Billing Increments

Unless otherwise specified in this tariff, the minimum call duration for billing purposes is eighteen (18) seconds for a connected call. Calls beyond eighteen (18) seconds are billed in six (6) second increments.

#### 3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

#### 3.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls An uncompleted call is defined as a call for which an insufficient number of digits is dialed to determine a termination destination or a call where the caller breaks the connection before the call is answered

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# SECTION 3 - DESCRIPTION OF SERVICE

or picked up at the terminating destination, except where noted in Section 3.1.1 where the software answer supervision deems the call billable at approximately 60 seconds of unanswered ringing.

- 3.2 Rendering and Payment of Bills
  - 3.2.1 Billing periods are monthly. The billing date is dependent on the billing cycle assigned to the customer.
  - 3.2.2 The Customer is responsible for payment of all Services furnished by the Company.
  - 3.2.3 Bills are due and payable upon receipt. If the Customer's net bill is not paid (payment received by the Company) within thirty (30) calendar days after the invoice date listed on the bill, it shall become a delinquent bill and will be subject to late payment fees as provided in this tariff. If the Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings, then the defendant Customer shall pay the reasonable attorney's fees and reasonable collection costs of the Company for collection of any past due balances. For court proceedings related to the Service provided herein, the Customer consents to the jurisdiction of the court located in the specific county where the Company is located which services the Customer.
  - 3.2.4 The rates quoted in this tariff do not include federal excise taxes, and state and local taxes, use taxes or similar liabilities chargeable to or against the Company as a result of the provision of the Company's Services hereunder to Customer, and shall be charged to and payable by Customer in addition to the rates indicated in this tariff for Services.
  - 3.2.5 All rates are non-distance sensitive.

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Florida Tariff No. 1 1" Revised Sheet 19 Cancels Original Sheet 19

# SECTION 3 - DESCRIPTION OF SERVICE

- 3.2.6 Any charges accrued under this tariff that are not paid in full within the time provided by this tariff will be subject to a charge of 1.5% of the amount past due, per month
- 3.2.7 A delinquent account may subject the Customer's Service to temporary disconnection. The Company is responsible for notifying the Customer at least five days before Service is to be disconnected.
- 3.2.8 For any check returned to the Company due to insufficient funds, uncollected funds, or closed account, the following charges will be added to the Customer's account balance:
  - (A) a charge of \$15.00 for the first return; and
  - (B) a charge of \$15.00 for the second return and the amount of the check.

#### 3.3 Minimum Call Completion Rate

Company anticipates a call completion rate of not less than ninety percent (90%) during peak use periods for all FG D services ("1+" dialing)

#### 3.4 Services Offered

3.4.1 InterLATA Switched Calls

This service is a flat rate, direct access, intrastate service designated for both residential and commercial customers, 24 hours per day, seven (7) days per week

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Effective

Florida Tariff No 1 1" Revised Sheet 20 Cancels Original Sheet 20

# SECTION 3 - DESCRIPTION OF SERVICE

#### 3.4.2 InterLATA 800 Calls

This service allows the Customer to pay for toll calls to his premises, instead of having the calling party billed for the long distance toll charges. InterLATA 800 calls are those calls directed to an 800 number in Florida, where the caller is also calling from Florida, but outside of the LATA where the 800 Customer's premises are located. The Customer is billed at the same rate for all InterLATA calls to his premises 24 hours per day, seven (7) days per week.

#### 3.4.3 IntraLATA Switched Calls

This service is a flat rate, direct access, intraLATA service designated for both residential and commercial customers, 24 hours per day, seven (7) days per week

#### 3.4.4 IntraLATA 800 Calls

This service allows the Customer to pay for toll calls to his premises, instead of having the calling party billed for the long distance toll charges. IntraLATA 800 calls are those calls directed to an 800 number in Florida, where the caller is also calling from Florida and from within the same LATA where the 800 Customer's premises are located. The Customer is billed at the same rate for all InterLATA calls to his premises 24 hours per day, seven (7) days per week.

#### 3.4.5 Travel Calling Card Service

This is a calling card whereby a Customer may use I-Link services from any touchtone phone in the United States or Canada where 800 numbers are reachable, to any phone in the world. The Customer dials a toll-free number to I-Link, then dials their

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# SECTION 3 - DESCRIPTION OF SERVICE

Credit Card authorization code and the number they want to call Local numbers and long distance numbers can both be accessed through the Calling Card Service All Calling card calls are billed to the Customer's home or office, as the Customer designates. A Customer may choose Travel Calling Card Service as an add-on to a selected Interstate dialing plan

#### 3.3.6 Pre-Paid Calling Card

This is a Calling Card Service similar to the Travel Calling Card Service, except the calls are not billed to the Customer, they are paid for in advance. The Customer buys a Pre-Paid Calling Card for long distance service. They make long distance calls from any touch tone phone in the United States or Canada, where 800 numbers are reachable, to any phone in the world. The calls are dialed exactly the same as Travel Calling Card calls. However, the cost of every call is calculated immediately and subtracted from the pre-paid balance on the card. When a Customer has used all their pre-paid balance, they may buy additional pre-paid minutes. A Customer may purchase a Pre-Paid Calling Card in connection with other I-Link Service(s) or may choose it as their only I-Link Service.

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### SECTION 4 - RATES

4.1 Intrastate Service - These rates are designated for both residential and commercial customers

4.1.1 Option #1

\$0.1390 per minute (Interstate at \$0.0990)
No Sign-up Fee
\$3.95 Monthly Recurring Service Fee
\$5.00/Month Minimum Charge (Incl. Service Fee)
Billing: 18 Second Minimum, 6 Second Increments
Payment: Credit card or automatic checking withdrawal

#### 4.1.2 Option #2

\$0.1090 per minute (Interstate at \$0.1090)
No Sign-up Fee
\$2.00 Monthly Recurring Service Fee
\$5.00/Month Minimum Charge (Incl. Service Fee)
Billing: 1 Minute Minimum, 1 Minute Increments
Payment: Credit card, automatic checking withdrawal, or monthly statement (customer choice)

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#### SECTION 4 - RATES

# 4 2 Toll-Free (800/888) Service

\$0.179 per minute
No Sign-up Fee
\$3.95 Monthly Recurring Service Fee (Waived if Option #1 or Option #2 subscriber)
\$5.00/Month Minimum Charge (Incl. Service Fee - Waived if Option #1 or Option #2 subscriber)
Billing: 1 Minute Minimum, 6 Second Increments
Payment: Credit card or automatic checking withdrawal

#### 4.3 Travel Calling Card Service

\$0.1990 per minute No Sign-up Fee, No Service Fee Billing: 1 Minute minimum, 1 Minute increments First Minute Charge: \$0.35 Payment: Monthly statement

## 4.4 Prepaid Calling Card Service

4.4.1 Option #1

\$0.159 per minute (Auto-charge card) No Sign-up Fee, No Service Fee Billing: 1 Minute minimum, 1 Minute increments Payment: Credit card or automatic checking withdrawal Auto recharge when balance reaches \$3.00

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# SECTION 4 - RATES

4.4.2 Option #2

\$0.249 per minute (\$5.00, \$10.00 & \$20.00 cards) No Sign-up Fee, No Service Fee Billing: 1 Minute minimum, 1 Minute increments Payment: Credit card or automatic checking withdrawal Manual recharge via credit card

4.4.3 Option #3

\$0.199 per minute (\$30.00, \$50.00 & \$100.00 cards) No Sign-up Fee, No Service Fee Billing: 1 Minute minimum, 1 Minute increments Payment: Credit card or automatic checking withdrawal Manual recharge via credit card

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### SECTION 4 - RATES

# 4.5 Special Rates For The Handicapped

4.5.1 Directory Assistance

Pursuant to FPSC Rules and Regulations, 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 50 within a billing cycle.

4.5.2 Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD (telecommunications device for the deaf) users shall be Non-day rates for both daytime and night calls.

#### 4.5.3 Telecommunications Relay Service

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

(Moved from Sheet 24)

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