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June 1, 1998

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Via Federal Express

Ms. Blanca S. Bayo, Director  
and Mr. Lois Yambor  
Division of Records & Reporting  
Florida Public Service Commission  
2540 Sumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Re: Docket No. 980527  
Telecard Communications International, Inc.

Dear Ms. Blanca and Mr. Yambor:

Transmitted herewith on behalf of our client, Telecard Communications International, Inc, please find an original and six (6) copies of its revised Price List. A complete copy of the new Price List is being filed as the changes requested by Mr. Yambor substantially altered the terms and format of the original Price List.

Please date-stamp the enclosed extra copy of this filing and return it to the undersigned in the self-addressed, stamped envelope provided. Should you have any questions concerning this matter, please do not hesitate to contact the undersigned.

Sincerely,

Glenn S. Richards  
Jaqualin Friend Peterson

Counsel for Telecard Communications International, Inc

- ACK \_\_\_\_\_
- AFA   /   \_\_\_\_\_
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMR   /   \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
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- WAS \_\_\_\_\_
- OTH \_\_\_\_\_

cc: David Hold

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ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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TITLE SHEET

FLORIDA TELECOMMUNICATIONS PRICE LIST

This Price List contains the descriptions, regulations, service standards and rates applicable to the furnishing of telecommunications services by Telecard Communications International, Inc. with principal offices at 229 S.W. 31st Street, Fort Lauderdale, Florida 33315. This Price List applies to services furnished within the State of Florida. This Price List is on file with the Florida Public Service Commission, and copies can be inspected, during normal business hours, at the Company's principal place of business.

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Issued: June 1, 1998

David Hold  
President

Effective:

Telecard Communications International, Inc.  
229 S.W. 31st Street  
Fort Lauderdale, Florida 33315

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ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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**ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**PRICE LIST 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 price list. 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 the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their price list approval process, the most current sheet number on file with the Commission is not always the price list page in effect. Consult the Check Sheet for the 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 of coding.
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.1
  - 2.1.1.1.A
  - 2.1.1.1.A.1
  - 2.1.1.1.A.1(a)
  - 2.1.1.1.A.1(a).1
  - 2.1.1.1.A.1(a).1(i)
- d. **Check Sheets** - When a price list filing is made with the Commission, an updated check sheet accompanies the price list filing. The check sheet lists the sheets contained in the price list, 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 this 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 price list user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this price list for the purpose indicated below:

- D - deleted or discontinued
- I - a change resulting in an increase to a customer's bill
- M - moved from another tariff location
- N - new
- R - a change resulting in a decrease to a customer's bill
- T - a change in text or regulation, but no change in rate or charge

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**SECTION 1 - DEFINITIONS**

Certain terms used generally throughout this price list are defined below.

**Account Number:** Customer's telephone number is his/her account number.

**Advance Payment:** Payment of all or part of a charge required before the start of service.

**Alternative Local Exchange Carrier:** A company that furnishes local exchange telephone service in competition with an Incumbent Local Exchange Carrier.

**Authorized User:** A person that either is authorized by Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by Customer, either through acts or omissions, to use local exchange telephone service.

**Call Forwarding:** Permits calls directed to a Customer's line to be routed to a user-defined line inside or outside Customer's telephone system.

**Commission:** The Florida Public Service Commission.

**Company:** Telecard Communications International, Inc., a Delaware corporation, which is the issuer of this price list.

**Conference/Three-Way:** The User can sequentially call up to two other people and add them together to make a three-way call.

**Customer:** The person or entity which orders service and is responsible for the payment of charges and for compliance with the Company price list regulations.

**Exchange Carrier:** Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

**Incumbent Local Exchange Carrier (ILEC):** Local exchange carriers that are providing telephone exchange service in an area on the date of the enactment of the Telecommunications Act of 1996.

**Individual Case Basis:** A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of Customer's situation.

**LATA:** A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

**Local Calling:** A completed call or telephone communication between a calling Station and any other Station within the local service area of the calling Station.

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**SECTION J - DEFINITIONS (Cont'd)**

**Non-Recurring Charges:** The one-time initial charges for services or facilities, including but not limited to charges for processing and installation, for which Customer becomes liable at the time the Service Order is executed.

**Recurring Charges:** The monthly charges to Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

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

**Service Order:** The written request for local exchange services executed by Customer and the Company in a format specified by the Company. The signing of a Service Order by Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this price list, but the duration of the service is calculated from the Service Commencement Date. Service Order may also be referred to as Customer Service Agreement.

**Services:** The Company's local telecommunications services offered to Customer. Such services consist of basic and optional elements.

**Speed Dial:** Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

**Station:** Telephone equipment from or to which calls are placed.

**Trunk:** A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

**User:** A Customer or any other person authorized by Customer to use Services provided under this price list.

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**ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 2 - REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish local exchange telecommunications services within the State of Florida under the terms of this price list as a reseller. Service is available 24 hours a day, seven days a week.

The Company is responsible under this price list only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

**2.1.2 Shortage of Equipment or Facilities**

2.1.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this price list is subject to availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Carrier or other providers to the Company for resale.

**2.1.3 Terms and Conditions**

2.1.3.1 Except as otherwise provided herein, the minimum period of service is one month (30 days). All calculations of dates set forth in this price list shall be based on calendar days. Should the applicable date fall on a Sunday or Federal holiday, Customer will be permitted to make payment on the next regular business day.

2.1.3.2 At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this price list prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.

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**ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**2.1 Undertaking of the Company (Cont'd)****2.1.3 Terms and Conditions (Cont'd)**

- 2.1.3.3 This price list shall be interpreted and governed by the laws of the State of Florida.
- 2.1.3.4 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.3.5 Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to Customer, whenever the Company deems it necessary to do so in the conduct of its business.

**2.1.4 Liability of the Company**

- 2.1.4.1 The liability of the Company arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruptions as set forth in Section 2.6 below. The extension of such allowances for interruption shall be the sole remedy of Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents, unless ordered by the Commission.
- 2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this price list. With respect to any other claim or suit, by a Customer or by others, associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this price list, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

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**ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)**

- 2.1.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.1.4.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- 2.1.4.5 The Company shall not be liable for any losses due to the fault or negligence of, or any omission by, Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.4.6 Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 2.1.4.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

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**ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**2.1 Undertaking of the Company (Cont'd)****2.1.4. Liability of the Company (Cont'd)**

2.1.4.8 Notwithstanding Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by Customer or by others authorized by it to use the service against any claim or loss arising from Customer's use of services furnished under this price list, including:

- A. Claims for defamation libel, slander, invasion of privacy, infringement of copyright, unauthorized use of 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 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 the Company under this price list;
- B. patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of Customer or others; and
- C. all other claims arising out of any act or omission of Customer or others, in connection with any service provided by the Company pursuant to this price list.

2.1.4.9 The entire liability of the Company for any claim, loss or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered, unless ordered by the Commission.

2.1.4.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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**ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**2.1 Undertaking of the Company (Cont'd)****2.1.4. Liability of the Company (Cont'd)**

2.1.4.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

2.1.4.12 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

2.1.4.13 With respect to Emergency Number 911 Service:

- A. This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- B. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

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**2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)**

- 2.1.4.14 The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.
- 2.1.4.15 In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by the number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- 2.1.4.16 When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this price list, Customer acknowledges and agrees with the release of information as described above.

**2.1.5 Notification of Service-Affecting Activities**

The Company will provide Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routing preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to Customer may not be possible.

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**2.1 Undertaking of the Company (Cont'd)****2.1.6 Provision of Equipment and Facilities**

- 2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by Customer with, the regulations contained in this price list. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.1.6.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to Customer. Customer may not, nor may Customer permit others, except the Incumbent Local Exchange Carrier to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon written consent of the Company.
- 2.1.6.3 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
- A. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission or
  - B. the reception of signals by Customer provided equipment; or
  - C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

**2.1.7 Non-Routing Installation**

At Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on the cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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2.1 Undertaking of the Company (Cont'd)

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this price list remains in the Company, its agents or contractors or the Incumbent Local Exchange Carrier.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Services also may not be used for any purpose for which any payment or other compensation is received by Customer except when Customer is a duly authorized regulated common carrier. This provision does not prohibit an arrangement between Customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of Customer

2.3.1 General

Customer shall be responsible for:

2.3.1.1 Placing orders for service.

When placing an order for service, Customer must provide:

- A. The name(s) and address(es) of the person(s) responsible for the payment of service charges; and
- B. The name(s), telephone number(s), and address(es) of Customer contact person(s).

2.3.1.2 The payment of all applicable charges pursuant to this price list;

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**2.3. Obligations of Customer (Cont'd)****2.3.1. General (Cont'd)**

- 2.3.1.3 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of Customer; or the noncompliance by Customer, with these regulations; or by fire or theft or other casualty on Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with Customer in prosecuting a claim against the person causing such damage and Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- 2.3.1.4 Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of Customer, and the level of heating and air conditioning necessary to maintain the operating environment on such premises;
- 2.3.1.5 Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.D. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, Customer. The Company may require Customer to demonstrate its compliance with this section prior to accepting an order for service;
- 2.3.1.6 Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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**2.3. Obligations of Customer (Cont'd)****2.3.1. General (Cont'd)**

2.3.1.7 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as maybe required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under section 2.3.1E. above; and granting or obtaining permission for Company agents or employees to enter the premises of Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

2.3.1.8 Not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and

2.3.1.9 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and Customer. No allowance for interruption in service will be made for the period during which service is interrupted for such purposes.

**2.3.2 Claims**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, liabilities, costs and expenses, including reasonable attorneys' fees for:

2.3.2.1 Any loss or destruction to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or Customer, to the extent caused by or resulting from negligent or intentional act or omission of Customer, its employees, agents, representatives or invitees; or

2.3.2.2 Any claim, loss, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by Customer, including, with limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and the Company.

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**2.4 Customer Equipment and Channels****2.4.1 Interconnection of Facilities**

- 2.4.1.1 Services furnished by the Company may be connected to the services or facilities of other authorized communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections. Service furnished by the Company is not part of a joint undertaking with such other carriers.
- 2.4.1.2 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at Customer's expense.
- 2.4.1.3 Facilities furnished under this price list may be connected to Customer provided terminal equipment in accordance with the provisions of this price list.
- 2.4.1.4 Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with the Company's facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

**2.4.2 Inspections**

- 2.4.2.1 Upon reasonable notification to Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of any Customer-provided facilities and equipment to any Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- 2.4.2.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice Customer must take this corrective action and notify the Company of the action taken. If Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide Customer with a statement of technical parameters that Customer's equipment must meet.

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**2.5 Payment Arrangements****2.5.1 Payment for Service**

Customer is responsible for payment of all charges for service and facilities furnished by the Company to Customer or authorized Users. Objections must be received by the Company within 10 days after the due date, or the charges shall be deemed correct. Should Customer pay the charges under protest, he may have an additional 30 days to dispute same in writing or the charges will become binding upon Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to Customer.

2.5.1.1 **Taxes:** Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income assessed in conjunction with service used. Taxes will be separately stated on the bill. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of Customer to pay any such taxes that subsequently become applicable retroactively.

**2.5.2 Billing and Collection of Charges**

2.5.2.1 Customer's monthly service provided by the Company shall be prepaid by Customer for each one-month period. The Company shall present a bill or Reminder Notice for monthly charges to Customer in advance of the month for which service is being provided.

2.5.2.2 Bills are to be prepaid each month. The first payment is due in advance when Customer signs up for service - the activation date. All other payments are due monthly on the anniversary of Customer's activation date for the ensuing month's service.

2.5.2.3 Payments shall be considered delinquent if not paid within ten (10) days after a bill is sent to Customer. Additionally, a non-recurring 1.5 percent per month penalty fee will accrue upon any unpaid amount after Customer's account becomes delinquent.

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**2.5 Payment Arrangements (Cont'd)****2.52 Billing and Collection of Charges (Cont'd)**

- 2.5.2.4 Customer is responsible for payment of all charges for service furnished to Customer, including, but not limited to all calls originated and/or received at Customer's number(s). Notwithstanding Section 3.1.1 of this Tariff, which provides for the blocking of certain toll calls, including direct dial long distance, collect calls, operator-assisted calls, and third number billed calls, in the event that the blocking of these calls is circumvented by Customer, or in the event of a temporary failure of the blocking mechanism, Customer is responsible for payment of any toll charges billed to Customer's number(s). The initial billing may include the account set-up charge where applicable.
- 2.5.2.5 For existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- 2.5.2.6 A charge of \$50.00, or the applicable statutory charge for reconnection of service (if any), whichever is greater, will apply whenever a Customer requests to be reconnected to the Services after the Company has terminated Services to Customer for any reason allowed by this Tariff.
- 2.5.2.7 Customers may pay for service by credit card, an authorized payment agent, or check.
- 2.5.2.8 The Company will bill Customer a one-time charge of \$20.00 or 5% of the amount of the check, whichever is greater, if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

**2.5.3 Disputed Bills**

Customer shall notify the Company of any disputed items on a bill within 10 days. If Customer and the Company are unable to resolve the dispute to their mutual satisfaction, Customer may file a complaint with the Florida Public Service Commission in accordance with the Commission's rules of procedure.

- 2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

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**2.5 Payment Arrangements (Cont'd)****2.5.4 Discontinuance of Service**

The Company may discontinue service or cancel an application for service without incurring any liability for any of the following:

- 2.5.4.1 Upon nonpayment of any amounts owing to the Company, and after ten (10) days from the due date, the Company may discontinue or suspend service without incurring any liability.
- 2.5.4.2 Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving ten (10) days' prior notice in writing to Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.5.4.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to Customer, may discontinue or suspend service without incurring any liability.
- 2.5.4.4 Upon Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to Customer, immediately discontinue or suspend service without incurring any liability.
- 2.5.4.5 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

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**2.5 Payment Arrangements (Cont'd)****2.5.4 Discontinuance of Service (Cont'd)**

2.5.4.6 The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability:

- A. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.4.6.A (1-5) if:
1. Customer refuses to furnish information to the Company regarding Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
  2. Customer provides false information to the Company regarding Customer's identity, address, or current use of common carrier communications services(s); or
  3. Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the price listed charges for the service by:
    - a. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this price list; or
    - b. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
    - c. Any other fraudulent means or devices; or
  4. Use of service in such a manner as to interfere with the service of other users; or
  5. Use of service for unlawful purposes.

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**2.5 Payment Arrangements (Cont'd)****2.5.4 Discontinuance of Service (Cont'd)****2.5.4.6 (Cont'd)**

- B. After ten (10) days' written notice to a Customer who has failed to pay any sum within 10 days of the date when payment was due;
- C. Ten (10) days after sending Customer written notice of noncompliance with any provisions of this price list if the noncompliance is not corrected within such notice period; or

2.5.4.7 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

2.5.4.8 Upon the Company's discontinuance of service to Customer under Section 2.5.4.1 or 2.5.4.2, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list

**2.6 Allowances for Interruptions of Service**

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of Customer, or the operation or failure of the facilities or equipment provided by Customer, a pro rata adjustment of the monthly Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's price lists.

It shall be the obligation of Customer to notify Company 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 being caused by any action or omission of Customer within his or her control, or is not in writing or equipment, if any, furnished by Customer and connected to the Company's terminal. If Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

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**2.6 Allowances for Interruptions of Service (Cont'd)****2.6.1 Credit Allowances**

- 2.6.1.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by the Company.
- 2.6.1.2 Credit allowances for failure of service or equipment starts when Customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- 2.6.1.3 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Charges specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

**2.6.2 Limitations on Allowances**

No credit will be made for:

- 2.6.2.1 interruptions due to the negligence of, or noncompliance with the provisions of this price list by, Customer;
- 2.6.2.2 interruptions due to the negligence of any person using the Company's facilities with Customer's permission;
- 2.6.2.3 interruptions due to the failure or malfunction of non-Company equipment;
- 2.6.2.4 interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 2.6.2.5 interruptions of service during a period in which Customer continues to use the service on an impaired basis;
- 2.6.2.6 interruptions of service during any period when Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.6.2.7 interruption of service due to circumstances or causes beyond the control of the Company.

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**2.7 Cancellation of Service****2.7.1 Cancellation of Application for Service**

2.7.1.1 Where, prior to cancellation by Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to Customer had service begun.

2.7.1.2 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

**2.7.2 Cancellation of Service by a Customer**

2.7.2.1 If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6 above), Customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:

- A. all Non-Recurring Charges reasonably expended by the Company to establish service to Customer, plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus
- C. all Recurring Charges for the applicable notice period.

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**2.8 Transfer and Assignments**

Neither the Company nor Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties upon Commission approval (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer or substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

**2.9 Notices and Communications**

2.9.1 Customer shall designate an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.9.2 The Company shall designate an address to which Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address to which Customer shall mail payment on that bill.

2.9.3 All notices or other communications required to be given pursuant to this price list will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

**2.10 Minimum Call Completion Rate**

Customers can expect a local call completion rate of 99.5 percent (number of local calls completed/number of local calls attempted) and not less than 90 percent during peak use periods for local dialing services.

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**SECTION 3 - SERVICE DESCRIPTIONS****3.1 Local Exchange Service**

The Company's Local Telephone Service enables Customer to:

- Place or receive calls to any calling Station in the local calling area, as defined herein;
- Access basic 911 Emergency Service if available in Customer's area;
- Where available, place or receive calls to 800 telephone numbers;
- Access to Florida relay service for hearing impaired;
- Access to the operator.

The Company's service can not be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976).

**3.1.1 Prepaid Local Service**

Prepaid Local Service is a service which is available for access by residential subscribers on a full time basis. It consists of dialtone and access to unlimited local calls, 911 calls, relay services and the operator. The Service does not include any long distance service or other toll services. The following types of calls will be blocked by the Company: direct dial long distance, collect calls, third-number billed calls, operator services, directory assistance, and 900 and 976 calls. Service will be charged on a monthly basis, and upon payment, a customer will have unlimited use of the aforementioned service for that month.

**3.2 Directory Listings**

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in Customer's exchange area of the Station number which is designated as Customer's main billing number.

- 3.2.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of Customer is not impaired thereby. Where more than one line is required to properly list Customer, no additional charge is made.
- 3.2.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 3.2.3 In order for listings to appear in an upcoming directory, Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

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3.2 Directory Listings (Cont'd)

3.2.4 Directory listings are provided in connection with each Customer service as specified herein.

3.2.5 Non-Recurring Charges

Non-Recurring Charges associated with Directory Listings are as follows:

	<u>Non-Recurring</u>
--	----------------------

Primary Listing (one number)	N/C
------------------------------	-----

3.2.6 Recurring Charges

Monthly Recurring Charges associated with Directory Listings are as follows:

	<u>Monthly</u>
--	----------------

Primary Listing (one number)	N/C
------------------------------	-----

3.3 Emergency Services (Enhanced 911)

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

3.4 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings are subject to the approval of the Commission.

3.5 Discount For Handicapped Persons

3.5.1 Pursuant to Florida Public Service Commission rules and regulations, the Company will not charge for the first 50 directory assistance calls made each month by a handicapped person.

3.5.1.1 Directory assistance will be provided by the underlying local exchange carrier.

3.6 Operator Assistance for Handicapped Persons

Operator station surcharges will be waived for operator assistance provided to a caller who identified him or herself as being handicapped and unable to dial the call because of a handicap.

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SECTION 4 - SERVICE RATES4.1 Prepaid Local Service Rates and Charges

A Prepaid Local Service Customer will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified below.

4.1.1 Monthly Standard Service Fee

\$49.95

4.1.2 Application Processing Fee (one-time charge)

\$55.00

4.1.3 Optional Features

	<u>Per Month</u>	<u>One-Time Set-Up Fee</u>
Call Waiting	\$ 5.00	N/A
Call Forwarding	\$ 5.00	N/A
Caller ID	\$ 10.00	\$ 10.00
Non-Published	\$ 5.00	N/A
Three-Way Calling	\$ 5.00	N/A
Voice Mail	\$ 10.00	N/A

4.1.4 Miscellaneous Charges4.1.4.1 Reconnection Fee

\$55.00

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