REQUEST TO ESTABLISH DOCKET

Date: May 13, 1999

Docket No. 990619-TT

1. Division Name/Staff Name: Communications/T.WALLIN

2. OPR: T.Williams

3. OCR: ____

4. Suggested Docket Title: Request to change the name on Interexchange Telecommunications Service Certificate

No. 5732 from SINGLE BILLING SERVICES, INC. TO SINGLE BILLING SERVICES, INC. d/b/a ASIAN AMERICAN ASSOCIATION.

5. Suggested Docket Mailing List (attach separate sheet if necessary)

A. Provide NAMES ONLY for regulated companies or ACRONYMS ONLY regulated industries, as shown in Rule 25-22.104, F.A.C.

B. Provide COMPLETE name and address for all others. (Match representatives to clients.)

1. Parties and their representatives (if any)

2. Interested Persons and their representatives (if any)

6. Check one:

XX_ Documentation is attached.

Documentation will be provided with the recommendation.

I:\PSC\RAR\WP\ESTDKT. PSC/RAR 10 (Revised 01/96)

> DOCUMENT NUMBER-DATE 06073 MAY 13 8 FPSC-RECORDS/REPORTING



ATTORNEYSATLAW 900 COMERICA BUILDING KALAMAZOO, MICHIGAN 49007-4752 TELEPHONE (616) 381-8844 FAX (616) 349-8525

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BLAKE D. CROCKER ROBERT M. TAYLOR PATRICK D. CROCKER ANDREW J. VORBRICH* NICOLETTE G. HAHN** ROBERT G. LENNON***

*Also admitted in lowa

Also admitted in California and North Carolina. *Also admitted in New York, Illinois and Washington, D.C. of COUNSEL VINCENT T CARLY HOUGEN HOULEN THOUGEN SCINETT-

May 6, 1999

Executive Secretary Florida Public Service Commission Division of Communications 2540 Shumard Oak Blvd. Tallahassee, FL 32399

> RE: SINGLE BILLING SERVICES, INC. Docket No.980804-TI Certificate No. 5732

Dear Sir:

At a Public meeting held October 19th, 1998 the Florida Public Service Commission ("Commission") issued an Order granting the above captioned corporation a Certificate of Public Convenience. Thereafter, the Company filed a tariff establishing the rules, rates, and regulation for the furnishing of service to subscribers within the State of Florida. With Commission approval, the Company intends to transact business within Florida under the assumed name of ASIAN AMERICAN ASSOCIATION, in addition to the corporate name, SINGLE BILLING SERVICES, INC. Accordingly, the Company respectfully requests that the Commission authorize the use of the foregoing assumed name along with the corporate name, and accept the tariff changes.

In this regard, we enclose herewith for filing with the Commission an original and six (6) copies of the revised tariff reflecting the Company's assumed name.

In addition, please find a duplicate copy of this letter and revised tariff enclosed herewith, and return same using the prepaid Federal Express envelope attached hereto.

Should you have any question or concerns, please contact me.

EARLY, LENNON, PETERS & CROCKER, P.C.

Patriek D Crocker PIC ns

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MAY 1 0 1999

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Replacing Original Page No. 1

FLORIDA TELECOMMUNICATIONS TARIFF

 This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for
 telecommunications services within the State of Florida by SINGLE BILLING SERVICES, INC. D/B/A ASIAN
 (N)

 AMERICAN ASSOCIATION. This tariff is on file with the Florida Public Service Commission, and copies may also
 (N)

 be inspected, during normal business hours, at the following location: 9550 Flair Drive, Suite 510, El Monte, CA 91731.
 (T)

Issued: May 6, 1999			Effective: May 10, 1999	
	Issued by:	Edward Sun, President SINGLE BILLING SERVICES, INC.		(T)
		D/B/A ASIAN AMERICAN ASSOCIATION		(N)
		9550 Flair Drive, Suite 510 El Monte, CA 91731		(T) (T)



(N)

CHECK SHEET

The pages inclusive of this Tariff are effective as of the date shown. Original and revised sheets, as named below, comprise all changes from the original Tariff in effect on the date indicated.

SHEET	REVISION	<u>SHEET</u>	REVISION
1	First Revised*	23	First Revised*
2	First Revised*	24	First Revised*
3	First Revised*		
3 4 5	First Revised*		
5	First Revised*		
6	First Revised*		
7	First Revised*		
12	First Revised*		
13	First Revised*		
14	First Revised*		
15	First Revised*		
16	First Revised*		
17	First Revised*		
18	First Revised*		
19	First Revised*		
20	First Revised*		
21	First Revised*		
22	First Revised*		

* New or Revised Sheets

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		El Monte, CA 91731			(T)



TARIFF FORMAT

Sheet Numbering - Sheet numbers appear in the upper right hand corner of the page. Sheets are numbered sequentially and from time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Sheets 3 and 4 would be numbered 3.1.

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 Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in the 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. 2.1.1.A.1.(a). 2.1.1.A.1.(a).I. 2.1.1.A.1.(a).I.(i). 2.1.1.A.1.(a).I.(i).(1).

Check Sheets - When a Tariff filing is made with the FPSC, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages 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 designed by an asterisk (*). There will be 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 page is the most current on file with the FPSC.

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	0.0000000000000000000000000000000000000	SINGLE BILLING SERVICES, INC.		
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Replacing Original Page No. 4

SYMBOLS

- (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' Bill
- (T) Change in Text or Regulation But No Change In Rate or Charge

Issued: May 6, 1999

Issued by:	Edward Sun, President	(T)
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Replacing Original Page No. 5

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Replacing Original Page No. 6

1. TECHNICAL TERMS AND ABBREVIATIONS

For the purpose of this Tariff, the following definitions will apply:

Access Coordination

Provides for the design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance on a Company or Customer provided Local Access Channel.

Administrative Change

A change in Customer billing address or contact name.

Application for Service

A standard Company order form which includes all pertinent billing, technical and other descriptive information which will enable the Company to provide a communication Service as required.

ASR

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Company

SINGLE BILLING SERVICES, INC. D/B/A ASIAN AMERICAN ASSOCIATION

Company Recognized National Holidays

The following are Company Recognized National Holidays determined at the location of the originator of the Call: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

The evening rate is used unless a lower rate would normally apply.

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CES, INC. SINGLE BILLING SER D/B/A ASIAN AMERICAN ASSOCIATION



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Customer

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

Expedite

A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard Service interval.

FCC

Federal Communications Commission

FPSC

Florida Public Service Commission

Installation

The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

Interexchange Service

Interexchange Service means that portion of a communications channel between a Company-designated Pointof-Presence in one exchange and a Point-of-Presence in another exchange.

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Interruption

Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration.

LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications Service of a local exchange company.

Local Access

Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence.

Local Access Provider

Local Access Provider means an entity providing Local Access.

Multiplexing

Multiplexing is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

Payment Method

The manner which the Customer designates as the means of billing charges for Calls using the Company's Service.

Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or retermination.

Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

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Primary Route

The route which, in the absence of Customer-designated routing or temporary re-routing, would be used by the Company in the provision of Service.

Rate Center

A specified geographical location used for determining mileage measurements.

Requested Service Date

The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by the Company.

Service

Service means any or all Service(s) provided pursuant to this Tariff.

Service Commitment Period

The term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

Start of Service Date

The Requested Service Date or the date Service first is made available by the Company whichever is later.

Tariff

The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the FPSC.

Toll Call

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the local exchange telephone company.

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2. RULES AND REGULATIONS

- Description and Limitations of Services 2.1.
- Intrastate Telecommunications Service ("Service") is the furnishing of Company communication 2.1.1. Services contained herein between specified locations under the terms of this Tariff. The Company will provide Service to the public by reselling services purchased from underlying facilities based carriers.
- Any member of the general public (including any natural person or legally organized entity such as 2.1.2. a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment, (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service (in such cases Company shall make best efforts to accommodate the needs of all potential Customers by means of facility improvements or purchases, of capacity, if such efforts will, in the Company's opinion, provide the Company with a reasonable return on its expenditures), but only for so long as such unavailability exists.
- Company, when acting at the Customer's request and as its authorized agent, will make reasonable 2.1.3. efforts to arrange for Service requirements, such as special routing, Diversity, Alternate Access, or circuit conditioning.
- Service is offered in equal access exchanges subject to the availability of facilities and the provisions 2.1.4. of this Tariff. Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- Service may be discontinued after five business days written notice to the Customer if: 2.1.5.
 - the Customer is using the Service in violation of this Tariff; or 2.1.5.A.
 - the Customer is using the Service in violation of the law or Commission regulation. 2.1.5.B.
- Service begins on the date that billing becomes effective and is provided on the basis of a minimum 2.1.6. period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.

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2.1.7. The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.

2.2. Other Terms and Conditions

- 2.2.1. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the application for Service.
- 2.2.2. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.2.3 below.
- 2.2.3. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.2.4. A Customer shall not use any servicemark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.2.5. In the event suit is brought or any attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
- 2.2.6. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.
- 2.2.7. The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.

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- Service requested by Customer and to be provided pursuant to this Tariff shall be requested on 2.2.8. Company Service Order forms in effect from time to time or Customer's forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders").
- If an entity other than the company (e.g., another carrier or a supplier) imposes charges on the 2.2.9. Company in connection with a Service that entity's charges will be passed through to the Customer also.
- 2.2.10. The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended thirty (30) days subject to notice of termination by either Company or Customer. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.
- 2.3. Liability
- Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other 2.3.1. person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.
- With respect to the Services contained herein and except an otherwise provided herein, the Company's 2.3.2. liability shall not exceed an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which Service was affected.
- The Company is not liable for any act or omission of any other company or companies (including any 2.3.3. Company affiliate that is a participating or concurring carrier) furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.

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- 2.3.4. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall comply with applicable LEC signal power limitations.
- 2.3.5. The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder shall not be reduced by untimely Installation or nonoperation of Customer provided facilities and equipment.
- 2.3.6. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.
- 2.3.7. With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, Company liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the Call, or (b) the sum of \$1,000.00.
- 2.3.8. In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.
- 2.3.9. In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer; or, circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

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2.4. Cancellation of Service by a Customer

- 2.4.1. If a Customer cancels a Service order before the Service begins, before completion of the Minimum Period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer.
- 2.4.2. Either Customer or Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appeal, the Federal Communications Commission, or other local, state or federal government authority.
- 2.5. Cancellation for Cause by the Company
- 2.5.1. Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon five business days written notification to the Customer, except in extreme cases, without incurring any liability, immediately discontinue the furnishing of such Service. The written notice shall be separate and apart from the regular monthly bill for service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.
- 2.5.2. Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer upon five business days written 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 under the following circumstances:
 - 2.5.2.A. if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Customer communications Services, or its planned use of the Company Service(s);
 - 2.5.2.B. if the Customer does not pay past due charges;
 - 2.5.2.C. in the event of unauthorized use.

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2.5.2.D. Following the disconnection of service for any of these reasons, the Company or the local exchange utility acting as Company agent, will notify the telephone end user/customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where an end user/customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the end user's/customer's last known address and in compliance with the Commission's rules.

2.5.3. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

2.6. Credit Allowance

- 2.6.1. Credit allowance for the interruption of Service is subject to the general liability provisions set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service which is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.
- 2.6.2. No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3. No credit shall be allowed:
 - 2.6.3.A. For failure of services or facilities of Customer; or
 - For failure of services or equipment caused by the negligence or willful acts of Customer.

Issued: May 6, 1999

(N)
(T)
(T)

(N)

- 2.6.4. Credit for an interruption shall commence after Customer notifies Company of the interruption and ceases when services have been restored.
- 2.6.5. Credits are applicable only to that portion of Service interrupted.
- 2.6.6. For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.7. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.8. The Customer shall be credited for an interruption of two hours or more at a rate of 1/720th of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

$$Credit = \underline{A \times B}$$
720

"A" = outage time in hours "B" = total monthly charge for affected facility

- 2.7. Use of Service
- 2.7.1 The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. Resellers and rebillers must be certificated by the FPSC. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.
- 2.7.2. Service furnished by the Company may be arranged for joint use or authorized use. The Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
 - 2.7.2.A. Authorized User must be designated as the Customer.

Issued: 1	May 6,	1999
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Issued by:	Edward Sun, President	(T)
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	El Monte, CA 91731	(T)

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2.7.2.B. All charges for the Service will be computed as if the Service were to be billed to one Customer. The Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.

- 2.7.3. In addition to the other provisions in this Tariff, Customers reselling company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.
- 2.7.4. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.
- 2.7.5. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.

2.8. Payment and Billing

- 2.8.1 The following rules govern payment and billing practices of the Carrier, unless inconsistent with any rule, order or regulation of the Commission. In the case of any inconsistency, the rule, order, or regulation of the Commission, or other provision of law, shall prevail.
 - 2.8.A. Service is provided and billed on a billing cycle basis, beginning on the date that the service becomes effective. Billing is payable upon receipt. A late payment charge will accrue upon any unpaid past due balance.
 - 2.8.B. The customer is responsible for payment of all charges for service and facilities furnished by the Carrier to the customer, as well as, all charges for services and facilities furnished by the Carrier to all persons using the customer's codes, premises, facilities, or equipment, with or without the knowledge or consent of the customer. The security of the customer's authorization codes, premises, switched access connections, and direct connect facilities is the sole responsibility of the customer. All calls placed using such direct connect facilities, authorization codes, premises, or switched access connections will be billed to, and must be paid by, the customer. Recurring and non-recurring charges are billed in arrears.

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- 2.8.C. All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Carrier within Ninety (90) Days after such bills are rendered.
- 2.8.D. Carrier shall be entitled to revise bills previously rendered to adjust for previously un-billed service, or to adjust upward a bill previously rendered, for a period equivalent to the applicable contract law statute of limitations.
- 2.8.E. Advance Payments: For customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges, as an advance payment for service. This will be applied against the next month's charges and if necessary, a new advance payment will be collected for the next month.
- 2.8.5. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Sc.vice. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.
- 2.8.6. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.9. Local Charges

- 2.9.1. In certain instances, customers may be subject to local telephone company charges or message unit charges to access the Carrier's terminal. Carrier is not responsible for any such local or message unit charges incurred by customer in gaining access to Carrier's terminal.
- 2.10. Assignment
- 2.10.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.
- 2.11. Tax and Fee Adjustments
- 2.11.1. All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

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Method for Calculation of Airline Mileage 2.12.

The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) 2.12.1 coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 in accordance with the following formula:

the square root of:

 $(V1-V2)^2 + (H1-H2)^2$ 10

2.13. **Time of Day Rate Periods**

2.13.1 Time of Day Rate Periods are determined by the time of day at the location of the Calling station.

The rates shown in Section 4 apply as follows:

DAY:	From 8:01 AM to 5:00 PM Monday - Friday
EVENING:	From 5:01 PM to 11:00 PM Monday - Friday and Sunday
NIGHT/	
WEEKEND:	From 11:01 PM to 8:00 AM Everyday
	From 8:01 AM to 11:00 PM Saturday
	From 8:01 AM to 5:00 PM Sunday

- 2.14. Special Customer Arrangements
- In cases where a Customer requests a special or unique arrangement which may include engineering, 2.14.1 conditioning, Installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at this option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements, and made part of this tariff subject to approval by FPSC.

2.15. Inspection

The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the Installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should Customer violate any provision herein

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2.16. Deposits

The Company does not require a deposit from the customer.

2.17. Employee Concessions

The Company does not offer concessions to employees.

2.18. Rate Quotes

Rate quotes will be provided to end users from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday by dialing (888) 595-7974.

2.19. Bad Check Charges

The Company does not charge Customers for checks that are returned.

2.20. Usage Charges Rounding

The charges for all calls during a billing month will be totalled. If the total charge includes a fraction of a cent, the fraction is rounded to the next whole cent (c.g., \$4,101.345 would be rounded to \$4,101.35.).

2.21. Directory Assistance Service

The Company does not offer directory assistance at this time.

2.22. Special Contracts

2.22.1. Carrier may enter into contracts with end users such as hotels, or special categories of users, wherein additional discounts may be provided for volume use categories of users, wherein additional discounts may be provided for volume use or to reflect services performed for the Carrier by such users. These rates will be reflected in the tariff.

2.23. Service Agreement

The name(s) of the customer(s) desiring to use the services must be set forth in the Service Agreement. An executed Service Agreement and letter of Agency is required to initiate service.

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3. DESCRIPTION OF SERVICES

Wide Area ("WATS") and Message ("MTS") Toll Services 3.1.

- The Company offers WATS and MTS intrastate interexchange long distance service utilizing 3.1.1. switched or dedicated access arrangements between the Customer's Premises and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.
- 3.2. Switched Inbound Service
- Switched inbound service permits inward calling (via 800 codes) to a specific location utilizing 3.2.1. premium switched, Feature Group D access on both ends.
- 3.3. Switched Outbound Service
- Switched outbound services permits outward calling utilizing premium switched Feature Group D 3.3.1. access on both the originating and terminating ends.
- 3.4. Calling Card Service
- The Company's Calling Card Service permits Customers to place long distance calls utilizing 3.4.1. Company issued Calling Cards for billing purposes.
- 3.5. **Timing of Calls**
- Long distance usage charges are based on the actual usage of the Company network. Chargeable time 3.5.1. begins when a connection is established between the Calling Station and the Called Station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.
- 3.5.2. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is sixty (60) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in sixty (60) second increments and rounded to the next higher sixty (60) second period.
- When a call begins in one rate period and ends in another, the rate in effect in each rate period applies 3.5.3. to the portion of the Call occurring within that rate period. In the event that a minute is split between two rate periods, the rate in effect at the start of that minute applies.
- 3.5.4. No charge is made for uncompleted calls.
- 3.6. Minimum Call Completion Rate
- A Customer can expect a call completion rate of not less than 90% during peak use periods for all 3.6.1. Feature Group D services.

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RATES AND CHARGES 4.

- 4.1. Usage Rates
- The following are the per minute usage charges which apply to all calls. These charges are in addition 4.1.1. to the Non-recurring Charges and Recurring Charges referred to herein.

4.2. Switched Inbound Usage Rates

BUSINESS DAY EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	0.2821	0.2821

Switched Outbound Usage Rates 4.3.

BUSINESS DAY **EVENING/NIGHT/WEEKEND**

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	0.2821	0.2821

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4.4. Calling Card Usage Rates

4.4.1. Customers using the Company's Calling Card to place long distance calls incur a \$0.30 per call charge in addition to the per minute usage charge set forth hereinafter.

BUSINESS DAY EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	0.25	0.25

4.5 Recurring Charges

4.5.1. Customers will incur a \$3.00 per month billing fee.

4.6. Late Payment Charges

- 4.6.1. A late payment charge of 1.5% per billing cycle and 18% per annum will accrue upon any unpaid past due amount.
- 4.7. Hearing/Speech Impaired Provisions
- 4.7.1. For purposes of this tariff, the definitions of impaired refers to those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.
- 4.7.2. Residential impaired customers or impaired members of a customer's household, upon written application and upon certification of their impaired status, which is evidenced by either a certificate from a physician, health care official, or state agency, or a diploma from an accredited educational institution for the impaired, may receive a discount off their message toll service rates, and, if they utilize telebraile dvices, they may receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by nonprofit organizations and governmental agencies, upon written application and verification that such lines maintained for the benefit of the impaired may receive a discount off their message toll service rates.

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4.8. Rules for Special Rates for Handicapped Customers

- 4.8.1. Below are Sections of the Florida Rules concerning handicapped hearing/speech impaired persons and discounts on toll calls using the telecommunications relay service.
 - 4.8.1.A. <u>Hearing/Speech Impaired Persons</u> "Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls. These discounts shall be offered by all interexchange carriers and LECs."
 - 4.8.1.B. Operation of Telecommunications Relay Service "For intrastate toll calls received from the relay service, the Company shall discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that were either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay 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. In the case of a tariff which includes either a discount based on number of minutes or the purchase of minutes in blocks, the discount shall be calculated by discounting the minutes of relay use before the tariffed rate is applied.
 - 4.8.1.C. Directory Assistance Charges for Handicapped Persons: Pursuant to Florida Public Service Commission Rules and Regulations, Company will not charge for the first 50 directory assistance calls made each month by a handicapped person.
- 4.9. Payphone Use Service Charge
- 4.9.1. A Payphone Use Service Charge applies to each completed interLATA and intraLATA non-sent paid message made over a pay phone owned by a utility or Customer Owned Pay Telephone (COPT) Service. This includes calling card service, collect calls, calls billed to a third number, completed calls to Directory Assistance and Prepaid Card Service calls. This charge is collected on behalf of the pay phone owner. All Customers will pay the Company a per call service charge of \$.29.
- 4.10. Special Promotions
- 4.10.1. The Company will, from time to time, offer special contract and/or promotions to its customers, waiving certain charges. These promotions will be approved by the FPSC with specific starting and ending dates and under no circumstances run for longer than 90 days in any 12 month period.

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