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June 3, 2010

Via Overnight Courier

100314-T1

Blanca S. Bayo
Commission Clerk, Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

RECEIVED - FPSC
10 JUN -4 AM 10:40
COMMISSION
CLERK

Re: *Nowtel USA, Inc.*
Interexchange Carrier Registration

Dear Ms. Bayo:

On behalf of Nowtel USA, Inc. ("Nowtel"), enclosed herewith for filing with the Florida Public Service Commission are an original and two (2) copies of Nowtel's IXC Registration Form, Florida Department of State documentation, and initial intrastate services tariff. The tariff, designated as Florida Tariff No. 1, consists of Original Pages 1 through 28 and is being filed to be effective on at least one (1) day's notice, bearing an issued date of June 4, 2010 and an effective date of June 8, 2010.

An additional copy of this filing is also enclosed, to be date-stamped and returned in the postage-prepaid envelope provided.

Should there be any questions regarding this matter, kindly contact the undersigned.

Respectfully submitted,

Allison D. Rule
Regulatory Counsel

COM _____
APA _____
RCM _____
OCL _____
RAT *tariff forwarded*
SCT _____
ADDI _____
DPE _____
CEN *Grant*

DOCUMENT NUMBER DATE
04654 JUN-4 09
FPSC-COMMISSION CLERK

IXC REGISTRATION FORM

Company Name Nowtel USA, Inc.

Florida Secretary of State Registration No. F10000000996

Fictitious Name(s) as filed at Fla. Sec. of State _____

Company Mailing Name Nowtel USA, Inc.

Mailing Address 1851 Lochshyre Loop, Ocoee, FL 34761

Web Address www.nowtelus.com

E-mail Address dbernadine@cfl.rr.com

Physical Address 1851 Lochshyre Loop, Ocoee, FL 34761

Company Liaison Daphne Bernadine

Title Director

Phone (407) 522-2816

Fax 1-866-406-9211

E-mail address dbernadine@cfl.rr.com

Consumer Liaison to PSC Daphne Bernadine

Title Director


Address 1851 Lochshre Loop, Ocoee, FL 34761

Phone (407) 522-2816

Fax 1-866-406-9211

E-mail address dbernadine@cfl.rr.com

My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.

 Daphne M. Bernadine
Signature of Company Representative Printed/Typed Name of Representative

5-18-2010.
Date

F10000000996

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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SECRETARY OF STATE
KANSAS STATE OFFICE

2010 FEB 26 PM 4:42

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LEWIS MAN

F 2010

COVER LETTER

TO: New Filing Section
Division of Corporations

SUBJECT: Nowtel USA, Inc.
Name of corporation - must include suffix

Dear Sir or Madam:

The enclosed "Application by Foreign Corporation for Authorization to Transact Business in Florida," "Certificate of Existence," and check are submitted to register the above referenced foreign corporation to transact business in Florida.

Please return all correspondence concerning this matter to the following:

Patricia A. Fini
Name of Person
Masuda Funai Eifert & Mitchell, Ltd.
Firm/Company
203 North LaSalle Street, Suite 2500
Address
Chicago, IL 60601
City/State and Zip code
pfini@masudafunai.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Patricia A. Fini at (312) 245-7488
Name of Person Area Code & Daytime Telephone Number

STREET/COURIER ADDRESS:

New Filing Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

New Filing Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Enclosed is a check for the following amount:

- \$70.00 Filing Fee \$78.75 Filing Fee & Certificate of Status \$78.75 Filing Fee & Certified Copy \$87.50 Filing Fee, Certificate of Status & Certified Copy

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2010 FEB 26 PM 4:42

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1. Nowtel USA, Inc.

(Enter name of corporation; must include "INCORPORATED," "COMPANY," "CORPORATION," "Inc.," "Co.," "Corp.," "Inc.," "Co.," or "Corp.")

(If name unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

2. Delaware

(State or country under the law of which it is incorporated)

3. _____

(FEI number, if applicable)

4. August 1, 2009

(Date of incorporation)

5. Perpetual

(Duration: Year corp. will cease to exist or "perpetual")

6. _____

(Date first transacted business in Florida, if prior to registration)
(SEE SECTIONS 607.1501 & 607.1502, F.S., to determine penalty liability)

7. 1851 Lochshyre Loop, Ocoee, FL 34761

(Principal office address)

1851 Lochshyre Loop, Ocoee, FL 34761

(Current mailing address)

8. Corporation Law of Delaware and permitted under the Florida Business Corporation Act.

(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: C T Corporation System

Office Address: 1200 South Pine Island Road

Plantation, Florida 33324

(City)

(Zip code)

10. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

(Registered agent's signature)

Laura Broderick
Assistant Secretary

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and business addresses of officers and/or directors:

A. DIRECTORS

Chairman: _____

Address: _____

Vice Chairman: _____

Address: _____

Director: Daphne Margaret Bernadine

Address: 1851 Lochshyre Loop

Ocoee, FL 34761

Director: _____

Address: _____

B. OFFICERS

President: Daphne Margaret Bernadine

Address: 1851 Lochshyre Loop

Ocoee, FL 34761

Vice President: _____

Address: _____

Secretary: Daphne Margaret Bernadine

Address: 1851 Lochshyre Loop, Ocoee, FL 34761

Treasurer: Daphne Margaret Bernadine

Address: 1851 Lochshyre Loop, Ocoee, FL 34761

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13. *Daphne M. Bernadine*

(Signature of Director or Officer listed in number 12 of the application)

14. Daphne Margaret Bernadine, Director/President/Secretary/Treasurer

(Typed or printed name and capacity of person signing application)

2000 FEB 26 PM 4:42
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "NOWTEL USA, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SECOND DAY OF FEBRUARY, A.D. 2010.

FILED
2010 FEB 26 PM 4:42
SECRETARY OF STATE
DOVER, DELAWARE



4711401 8300

100177561

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7826357

DATE: 02-22-10

TITLE SHEET

Nowtel USA, Inc.

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations and rates applicable to the furnishing of services and facilities for telecommunications services provided by Nowtel USA, Inc. The principal offices of Nowtel USA, Inc. are located at 1851 Lochshyre Loop, Ocoee, Florida 34761.

This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

CHECK SHEET

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

SHEET	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original

CHECK SHEET (cont'd)

SHEET	REVISION
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original

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SYMBOLS SHEET

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

- (D)** - Deleted or Discontinued Material
- (I)** - Change Resulting in a Rate Increase
- (M)** - Moved From or To Another Tariff Location
- (N)** - New Material
- (R)** - Change Resulting in a Rate Reduction
- (T)** - Change in Text Only; No Change in Rate

TARIFF 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 tariff. 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 FPSC. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc., the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the check sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding. For example:
- 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).(I)
- D. Check Sheets** – When a tariff filing is made with the FPSC, an updated Check Sheet accompanies the tariff filing. The check sheet lists the Sheets contained in the tariff, with a cross-reference to the current revision number. When new 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 tariff user should refer to the latest Check Sheet to find out if a particular Sheet is the most current Sheet on file with the FPSC.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Authorized User - A person, firm or corporation, or any other entity authorized by the Customer or Distributor to communicate utilizing the Company's services.

Call – A completed connection established between a Calling Station and a Called Station.

Carrier or Company - Nowtel USA, Inc., unless otherwise indicated by the context.

Commission – the Florida Public Service Commission.

Customer - A person, firm or corporation, or other entity which purchases or uses the Company's Services and is responsible for the payment of charges and/or compliance with tariff regulations.

Distributor - A person, firm, corporation, or other legal entity, which purchases the Company's Services and distributes the Company's Services to Customers or Authorized Users.

FPSC – Florida Public Service Commission.

Initial Call Unit – The first three (3) minute period, or any portion thereof, of any Call.

Service or Services – The prepaid calling card services of the Company, described in Section 3 of this Tariff.

Subsequent Call Unit – Each subsequent three (3) minute period, or any portion thereof, of any Call.

Telecommunications – The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, metering, or any other form of intelligence.

Underlying Carrier – Variety of telecommunications carriers whose network facilities provide the technical capability and capacity necessary for the transmission and reception of customer telecommunications traffic within Florida.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company undertakes to provide the Services in accordance with the terms and conditions set forth in this Tariff. The Services are furnished for communications originating at specified points within the state of Florida under terms of this tariff. All Service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing Service when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

The Company reserves the right to discontinue Service, limit Service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing Service, as determined by the Company in its reasonable judgment.

The Company reserves the right to refuse to process credit cards or prepaid calling cards when authorization to use the card cannot be validated.

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary resold facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit Service when necessitated by conditions beyond its control, or when the Distributor or Customer is using the Services in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

INTEREXCHANGE SERVICE

SECTION 2 - RULES AND REGULATIONS

2.3 Use

Services provided under this Tariff may be used for any lawful purpose consistent with the transmission and switching parameters of telecommunications facilities utilized in the provision of Services. The Services may be used solely to transmit communications of the Customer or Authorized Users in a manner consistent with the terms and conditions of this Tariff and the policies and regulations of the Commission. The Services are furnished subject to the condition that they will be used only for authorized and lawful purposes by the Customer or Authorized User. The use of the Company's Service to make Calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited. The use of the Company's Service without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false prepaid calling or credit cards is prohibited. The Company's Services are available for use twenty-four hours per day, seven days per week.

INTEREXCHANGE SERVICE

SECTION 2 - RULES AND REGULATIONS

2.4 Liabilities of the Company

2.4.1 The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing the Services hereunder and not caused by the negligence or intentional acts of the Customer shall in no event exceed an amount equivalent to the Initial or Subsequent Call Unit Service charge to the Customer, as applicable, under this Tariff for the Call during which such mistake, omission, interruption, delay, error or defect in transmission occurs. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim. Other than for its gross negligence or willful misconduct, the Company shall have no further liability for damages or losses arising out of mistakes, omissions, interruptions, delays, errors or defects in the provision of the Services. The Company's liability for its gross negligence or willful misconduct is not limited by this Tariff. Regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including, without limitation, negligence of any kind whether active or passive, the Company shall not be liable for any indirect, incidental, consequential, reliance, special or punitive damages, including, without limitation, damages for lost profits, of any kind or nature whatsoever, arising out of the provision or interruption of the Services provided under this Tariff absent a determination of gross negligence or willful misconduct in a judicial or administrative proceeding. WITH RESPECT TO THE SERVICES, THE COMPANY HEREBY DISCLAIMS, WITHOUT LIMITATION, ALL WARRANTIES NOT STATED IN THIS TARIFF, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND IN PARTICULAR DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

SECTION 2 - RULES AND REGULATIONS

2.4 Liabilities of the Company (Cont'd)

- 2.4.2** The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: unavoidable interruption in the working of transmission facilities; acts of nature; storms, fire, flood or other catastrophes, any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages or other labor difficulties; or, notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.
- 2.4.3** The Company shall not be liable for any damages, including Service usage charges, that the Customer may incur as a result of the unauthorized use of the Company's Services. The Customer is responsible for controlling access to, and use of, the Company's prepaid calling cards and shall be fully liable for all such charges.
- 2.4.4** The Company shall be indemnified, defended and held harmless by the Customer against any and all loss, claims, demands, suits or other action, or any liability whatsoever, including attorneys fees, arising from the use of the Services furnished pursuant to this Tariff involving claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Company; violations of any other literary, intellectual, artistic, dramatic, or musical right; violations of the right to privacy; or violations of any other rights whatsoever relating to or arising from message content or the transmission thereof; breach in the privacy or security of communications utilizing the Services; claims arising out of abuse of or fraudulent use of the Services by the Customer or any person using the Services furnished pursuant to this Tariff; any representations made by Company employees, agents or Distributors that do not comport, or that are inconsistent with, the provisions of this Tariff; any non-completion of Calls due to network busy conditions; loss or theft of prepaid calling cards issued for use with the Company's Services; any unused portion of the usage balance remaining on a prepaid calling card provided to a Customer before or after the expiration date, if any, assigned to each card; all other claims arising out of any act or omission of the Customer in connection with the Services provided by the Company.

SECTION 2 - RULES AND REGULATIONS**2.5 Taxes, Surcharges, Fees, Other Assessments**

The Customer will be billed for and is liable for payment of all applicable federal, state and local taxes, surcharges, fees or other assessments, including such amounts as the Company may be authorized to pass through to the Customer. Applicable fees may include Connection Fees, Semi-Monthly Activity Fees, Post-Call Service Fees, and/or Hang-Up Fees (see Sections 3.4 through 3.7 of this Tariff). Such fees are designed to offset certain network access and monitoring, database maintenance, records updating, customer service and administrative costs incurred by the Company in connection with its provision of the Services to Customers and Authorized Users. These costs vary by brand name or registered service mark name and are set forth in Sections 4.2 through 4.5 of this Tariff. Other applicable surcharges, fees and/or assessments may include Payphone Public Telephone Surcharges and Returned Check Charges (see Sections 3.8 through 3.10 of this Tariff). Through these fees, surcharges and charges, the Company recovers costs and expenses which it incurs from time to time outside of network, operational and Service-related functions, which costs and expenses relate to the manner in which the Customer or Authorized User chooses to utilize the Services and/or pay for Services. Additional taxes, surcharges, fees and/or other assessments may be introduced by the Company to respond to changes in law, administrative regulation, and/or changes in network configuration or operations. All taxes, surcharges, fees or other assessments are separate and are not included in the quoted rates. All such amounts applicable to the Customer's or Authorized User's use of Nowtel USA's Prepaid Calling Card Service will be deducted from the available card balance.

SECTION 2 - RULES AND REGULATIONS

2.6 Denial or Discontinuation of Service by the Company

The Company may, without incurring any liability, deny or discontinue Service to a Customer without the Customer's permission and without prior notice for any one or more of the following reasons:

- 2.6.1 If a condition immediately dangerous or hazardous to life, physical safety or property exists.
- 2.6.2 Upon an order of any Court, the Commission, or any other duly authorized public authority.
- 2.6.3 If Service was obtained fraudulently or without the authorization of the Company.
- 2.6.4 For obtaining Service by subterfuge.
- 2.6.5 For violation of any rule of the Company filed with the Commission.
- 2.6.6 For failure to comply with laws and regulations pertaining to telecommunications service.

2.7 Restoration of Service

The Company will provide or restore the Services when the Customer is in compliance with the provisions of this Tariff and all applicable laws, rules, regulations and policies of pertinent government authorities and the Company determines that the Services can be provided without undue risk to the Company or the Services provided to other Customers of the Company.

2.8 Fraud Prevention

In order to control fraud, the Company may refuse to accept Calls which it determines to be fraudulent and/or may limit the use of this Service to or from certain areas, including any part of the State of Florida.

SECTION 2 - RULES AND REGULATIONS

2.9 Customer Service and Billing Inquiries

Customer inquiries regarding Service or billing may be made in writing or by calling the toll free number listed below:

Nowtel USA, Inc.
1851 Lochshyre Loop
Ocoee, Florida 34761
Toll-Free: (866) 333-1554

Customers who are dissatisfied with the response to their complaint may contact the Florida Public Service Commission for resolution of the issues at the following address:

Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
(800) 342-3552

2.9.1 Company Response to Customer Complaints

The Company shall promptly respond to Customer complaints. The Company shall:

- 2.9.1.A** Receive trouble reports twenty-four (24) hours a day and all other complaints during normal business hours, without toll or any other charge.
- 2.9.1.B** Investigate all Customer complaints fully and promptly.
- 2.9.1.C** Handle all Customer complaints in an efficient and courteous manner.
- 2.9.1.D** Advise a Customer who has exhausted the Company's internal procedures and expresses dissatisfaction with the Company's resolution of the issue of the Customer's right to have the complaint considered and reviewed by the Commission, providing the Commission's address and telephone number for the Customer's convenience.

SECTION 2 - RULES AND REGULATIONS

2.9.1 Company Response to Customer Complaints (cont'd)

2.9.1.E Investigate and respond within thirty (30) days to any Customer complaint transmitted by the Commission to the Company, either by letter or by telephone.

2.9.1.F Maintain an accurate record of each Customer complaint, including the complainant's name, the date and nature of the complaint, and its disposition. The record shall be kept for a period of two (2) years following the final settlement or disposition of the complaint.

2.10 Other Rules

2.10.1 Regulatory Changes

The Company reserves the right to discontinue Service, limit Service, or to impose requirements on Customers or Authorized Users as required to meet changing regulatory rules and standards of the FPSC and the Federal Communications Commission.

2.10.2 Refunds or Credits for Service Outages or Deficiencies

Credit allowances for interruptions of Service caused by service outages or deficiencies are limited to the Initial Call Unit service charges for re-establishing the interrupted call, i.e., three (3) minutes (except for service interruptions which result from power failures or failures of systems or equipment provided by a third party, in which case no refund or credit will apply). Interruptions of Service must be reported promptly to the Company and such reports must include the PIN, the called number, a description of the service outage or deficiency, the date and approximate time of occurrence.

SECTION 3 - DESCRIPTION OF SERVICE AND CHARGES

3.1 General Description of Rates and Charges

3.1.1 Application of Charges

Prepaid Calling Card Service includes recurring and non-recurring charges. Recurring charges consist of flat-rated and usage-sensitive charges. Service also may include taxes, fees, surcharges and/or other assessments.

3.1.2 Taxes

The Customer will be billed for, and is responsible for payment of any taxes, surcharges, fees or assessments (excluding taxes on the Company's net income) imposed on or based upon provision, sale or use of the Company's Services. All such amounts applicable to the Customer's or Authorized User's use of the Services will be deducted from the available card balance.

3.1.3 Jurisdiction

When the location of the calling and the called stations is a factor in rate determination, the rate is calculated according to whether the termination of the Call is intrastate, interstate or international. This tariff is applicable to intrastate Calls only.

SECTION 3 - DESCRIPTION OF SERVICE AND CHARGES (Cont'd)

3.2 Timing of Calls

- 3.2.1 Timing of calls for the purpose of applying per-minute Service rates begins when the called party answers the Call (i.e. when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for all Calls ends when either one of the parties disconnects from the call.
- 3.2.3 The minimum initial Call duration and additional billing increments are one minute unless otherwise specified in this Tariff.
- 3.2.4 The Company will not bill for incomplete calls.

SECTION 3 – DESCRIPTION OF SERVICE AND CHARGES (Cont'd)

3.3 Nowtel USA's Prepaid Calling Card Service.

3.3.1 Description of Service.

Prepaid Calling Card Service permits the use of the Nowtel USA's platform for placing telephone calls. Nowtel USA's Prepaid Calling Cards are available under the names and service marks Mango Phone Card and Real Talk Florida Phone Card.

From time to time, the Company may introduce additional brand name and/or registered marks applicable to Nowtel USA's Prepaid Calling Cards.

SECTION 3 – DESCRIPTION OF SERVICE AND CHARGES (Cont'd)**3.3 Nowtel USA's Prepaid Calling Card Service (cont'd)****3.3.1 Description of Service (cont'd)**

Section 4 of this Tariff sets forth the per-minute intrastate Service rate for Nowtel USA's Prepaid Calling Cards. Depending upon the calling station location and the Customer's or Authorized User's contractual arrangements with other telecommunications service providers, additional local and regional charges may be imposed by telephone service providers other than the Company. Customers may purchase Nowtel USA's Prepaid Calling Cards at a variety of retail outlets, from Distributors, or directly from the Company. Nowtel USA's Prepaid Calling Cards are available in various denominations and are non-refundable, unless defective. Calling Cards themselves have no cash value and are nonrefundable. Nowtel USA's Prepaid Calling Card Service is accessed using a local exchange telephone number or toll-free telephone number printed on the card and/or also available from the dealer or distributor. Customers may also obtain access numbers by contacting the Nowtel USA's Customer Care at (866) 333-1554 or by writing the Company at Nowtel USA, Inc., 1851 Lochshyre Loop, Ocoee, Florida 34761.

At the access telephone number, the cardholder is prompted by an automated voice response system to enter the PIN associated with the Nowtel USA's Prepaid Calling Card. PINs may be reset by contacting Nowtel USA's Customer Care at the above toll-free number. Unless otherwise provided on the Prepaid Calling Cards, Cards expire 90 days from first use. PINs may expire six months after the purchase date. Extensions are granted upon request if the account is still in use and a balance remains on the card.

SECTION 3 – DESCRIPTION OF SERVICE AND CHARGES (Cont'd)

3.3 Nowtel USA's Prepaid Calling Card Service (cont'd)

3.3.1 Description of Service (cont'd)

All Calls must be charged against a card that has a sufficient balance. Before a Call is connected, an automated voice announcement will advise the Customer of the remaining minutes on the card. When the credit in the account reaches zero, the Call will be disconnected. Nowtel USA's Prepaid Calling Card Calls are billed in three-minute increments unless otherwise noted. The Company's processor tracks the Call duration on a real time basis to determine the cost consumed. The total consumed cost for each call, which will include applicable taxes, fees, surcharges and/or other assessments as set forth in this Tariff, are deducted from the remaining balance on the Customer's card.

A credit allowance for Nowtel USA's Prepaid Calling Card Calls is applicable to Calls which are interrupted due to cut-off, one-way transmissions, or poor transmission conditions; in such circumstances, the Customer will receive a credit equivalent to three minutes.

SECTION 3 – DESCRIPTION OF SERVICE AND CHARGES (Cont'd)

3.3 Nowtel USA's Prepaid Calling Card Service (Cont'd.)

3.3.1 Description of Service (Cont'd.)

Certain Calls may not be completed using with Nowtel USA's Prepaid Calling Cards:

Calls to 800, 888, and 877 (or typically toll free numbers) numbers;
Operator assistance calls;
Busy line verification;
Conference calls;
Calls requiring time and or charges;
Air-to-ground calls;
Marine/satellite calls;
Directory Assistance;
Calling Card usage is restricted from some pay telephones.

SECTION 3 – DESCRIPTION OF SERVICE AND CHARGES (Cont'd)

- 3.4 Telecom Surcharge.** The Telecom Surcharge is a non-discountable charge applied to recover amounts paid to federal, State, and local governments for regulatory costs and Nowtel USA's cost of compliance. The Telecom Surcharge is equal to Customer's total charges for all services and applicable surcharges, multiplied by up to 15%, which amount is deducted at the completion of a call.
- 3.5 Weekly Maintenance Fee.** In addition to the applicable per-minute Service charge applicable to Nowtel USA's Prepaid Calling Card Service, by brand name or registered mark service name (set forth in Section 4 of this tariff), a Weekly Maintenance Fee ("WMF"), as set forth in Section 4 of this Tariff, may also apply. In the event a WMF Fee is applicable to a particular branded service, the WMF Fee will first be deducted from the available card balance within twenty-four (24) hours of first use of the affected Nowtel USA's Calling Card and will be deducted in weekly intervals thereafter.

SECTION 3 – DESCRIPTION OF SERVICE AND CHARGES (Cont'd)

3.6 RESERVED FOR FUTURE USE

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Daphne M. Bernadine, Director
Nowtel USA, Inc.
1851 Lochshyre Loop
Ocoee, Florida 34761

SECTION 3 – DESCRIPTION OF SERVICE AND CHARGES (Cont'd)

3.7 Payphone Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per Call charge is applicable to all interstate, intrastate and international Calls that originate from any domestic pay telephone used to access the Company's Services. This surcharge, which is in addition to standard tariffed usage charges and any applicable Service charges and surcharges associated with the Company's Service, applies for the use of the instrument used to access the Company Service and is unrelated to the Company's Service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed Call and any re-originated Call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to Calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

The Public Pay Telephone Surcharge is set forth at Section 4 of this Tariff.

SECTION 4 – RATES AND CHARGES

4.1 Nowtel USA Calling Card Service, Intrastate Per-Minute Usage Rates, by Branded Service Name

Per Minute

4.1.1 Standard In-State Usage Rate \$0.15

Unless otherwise stated herein for a particular Brand or Mark, the Standard In-State Rate applies to all Nowtel USA Calling Cards. Standard usage rate is exclusive of any applicable fees or surcharges.

Same Usage Rates apply regardless if Call is originated through a Local Access or Toll-Free Access telephone number.

4.1.2 Weekly Maintenance Fee (“WMF”)

Rate \$0.49

Unless otherwise stated herein for a particular Brand or Mark, the WMF Rate applies to all Nowtel USA Calling Cards.

SECTION 4 – RATES AND CHARGES (Cont'd)

4.2 Nowtel USA Mango Florida Calling Card Service, Intrastate Per-Minute Usage Rates, by Branded Service Name

4.2.1 Mango Florida Phone Card

Per Minute

Standard In-State Usage Rate \$0.15

Standard Usage Rates is exclusive or any applicable fees or surcharges.

Same Usage Rates apply regardless if Call is originated through a Local Access or Toll-Free Access telephone number.

4.2.2 Weekly Maintenance Fee (“WMF”)

Rate \$0.49

Unless otherwise stated herein, the WMF Rate applies to all Nowtel USA Mango Florida Phone Cards.

4.2.3 Additional Maintenance Fees. If all available Card minutes are not used in the first call, then the minutes will be reduced by a fee of \$0.25 upon the completion of each call, and a service fee of a maximum of \$0.15 per minute in addition to the advertised base rate per destination.

SECTION 4 – RATES AND CHARGES (Cont'd)

4.3 Nowtel USA Real Talk Florida Phone Card, Intrastate Per-Minute Usage Rates, by Branded Service Name

4.3.1 Real Talk Florida Phone Card

Per Minute

Standard In-State Usage Rate \$0.15

Standard Usage Rates is exclusive or any applicable fees or surcharges.

Same Usage Rates apply regardless if Call is originated through a Local Access or Toll-Free Access telephone number.

4.3.2 Weekly Maintenance Fee (“WMF”)

Rate \$0.49

Unless otherwise stated herein, the WMF Rate applies to all Nowtel USA Real Talk Florida Phone Cards.

4.3.3 Additional Maintenance Fees. If all available Card minutes are not used in the first call, then the minutes will be reduced by a fee of \$0.25 upon the completion of each call, and a service fee of a maximum of \$0.15 per minute in addition to the advertised base rate per destination.

4.4 RESERVED FOR FUTURE USE

4.5 Nowtel USA Calling Card Payphone Public Telephone Surcharge, all Branded Service Names

\$0.99 per Call to Company’s network via public pay telephone.

SECTION 5 - PROMOTIONS

5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the charges for the Customer (if eligible) of target Services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area.

All promotions will be filed with and approved by the Commission prior to offering them to Customers.

5.2 Demonstration of Calls

From time to time the Company shall demonstrate Service by providing free test Calls of up to four minutes duration over its network.