

LOCAL EXCHANGE SERVICE

FLORIDA TELEPHONE SERVICES, LLC

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF FLORIDA**

This Price List is on file with the Florida Public Service Commission and copies may be inspected, during normal business hours, at Florida Telephone Services, LLC, 1667 S. Highway 17-92, Longwood, Florida 32750

ISSUED: November 1, 2000

Effective:

By:

Paul B. Joachim
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CHECK SHEET

Pages 1 to 25 are effective as of the date shown. Revised sheets as named below contain all changes from the original Price List that are in effect on the date thereof.

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SYMBOLS SHEET

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

- D Delete Or Discontinue
- I Change Resulting In An Increase to A Customer's Bill
- M Moved from Another Price List Location
- N New
- R Change Resulting in A Reduction to A Customer's Bill
- T Change in Text Or Regulation But No Change in Rate or Charge

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PRICE LIST FORMAT

- A. **Check Sheets** – When a price list filing is made with the FPSC, and updated check sheet accompanies the price list filing.
- B. **Sheet Numbering and Revision levels** – Sheet numbers appear in the upper right corner of the page. 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 existing sheets 14 and 15 would be 14.1. Revision Levels also appear in the upper right hand corner of each page. These levels are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised sheet 14 cancels the 3rd revised sheet 14.
- C. **Paragraph Number** – 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
 - 2.1.1A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
- D. **Check List of Effective page** – When a price list filing is made with the Commission, and Updated Check List of Effective Pages (“Check List”) accompanies the Price List filing. The Check List lists the pages contained in the Price List, with a cross reference to the current revision number. When new pages are added, the Check List 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 the Check List if these are the only changes made to it. (i.e. the format, etc.). The subscriber should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

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APPLICATION OF PRICE LIST

This Price List ("Price List") sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications service by Florida Telephone Services, LLC (hereinafter referred to as "FTS" or the "Company") to Customers within the local exchange service area defined herein.

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SECTION 1 – TERMS AND ABBREVIATIONS

Certain terms and abbreviations used throughout this Price List are defined below.

“Access Code” means a sequence of numbers that, when dialed, connects a Customer to the Carrier associated with that sequence.

“Activation Fee” means payment of charge required before the start of service.

“Authorized User” or “User” means a person, firm, company, corporation, or other entity that either is authorized by the Customer to use local exchange telephone service at the Customer’s residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

“Carrier” means a communications common carrier authorized by the Commission or the FCC to provide communications service to the public.

“Class of Service” or “COS” is used to prevent a Station from dialing certain codes and numbers.

“Commission” means the Florida Public Service Commission

“Credit(s)” has the meaning set forth in Section 2. hereof.

“Credit Allowances” has the meaning set forth in Section 2. hereof.

“Customer” means the person, firm, company, corporation, or other entity who orders Service(s) under this Price List pursuant to a Service Order and is responsible for the payment of charges and for compliance with the Company’s Price List regulations.

“Due Date” is the date printed on a Customer’s bill, which, if payment is made before or on this date, such payment is considered received in a timely manner.

“Exchange Carrier” means any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

“FCC” means the Federal Communications Commission.

“Governmental Authority” means any judicial, administrative, or other federal, state or municipal governmental authority (including without limitation the Commission and the FCC) having jurisdiction over the Company or the provision of Services hereunder.

“Holidays” means all of the following holidays: New Year’s Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

“Interruption” means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by Subscriber for a continuous period of thirty (30) minutes or more.

“Local Calling” means a completed call or telephone communication between a calling Station and any other Station within the Local Calling Area of the calling Station.

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"Local Calling Area" has the meaning set forth in Section 2.23 hereof.

"Local Exchange Carrier" or "LEC" means any person or company that is engaged in the provision of local exchange telephone service or exchange access service. Such term does not include any person of company insofar as such person or company is engaged in the provision of commercial mobile radio service.

"Minimum Service Period" or "MSP" means the minimum period of time during which Customer takes Services under this Price List.

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

"Other Providers" means any carriers or other service providers, whose services or facilities are connected to the Services.

"Performance Failure" means any disruption, degradation, or failure of Service, including without limitation and Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

"Prepaid Residential Telecommunications Service" or "Prepaid Service" has the meaning set forth in Section 3.1 hereof

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

"Regulations" means any and all laws, rules, regulations (including without limitation those set forth in this Price List), orders, policies, rulings, judgments, decrees or other determinations which are made by the Commission or any other Governmental Authority or which arise under any federal, state, or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Price List.

"Resale Tariff(s)" means the tariff(s) of one or more Underlying Carriers.

"Scheduled Interruption" means any Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

"Service(s)" means the Company's local telecommunications services offered to the Customer. Such services consist of basic and optional elements.

"Service Commencement Date" means the first day the customer is connected by the Carrier.

"Service Order" means the written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the 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 Service is calculated from the Service Commencement Date.

"Station" means telephone equipment from or to which calls are placed.

"Subscriber" means a person, firm, company, corporation, or other entity, including the Customer, who is authorized by the Customer to use Service under the Price List.

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"Termination or "Terminate" means discontinuance of Services, either at the Customer's request, or by the Company in accordance with Regulations.

"Underlying Carrier(s)" means the LEC(s) or other Carrier(s) whose services are resold by the Company pursuant to this Price List.

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SECTION 2 – RULES AND REGULATIONS**2.1 Undertaking of the Company**

- 2.1.1 Obligation to Provide Service.** The Company shall exercise its best efforts to provide Services within the State of Florida as a reseller pursuant to the terms and conditions of this Price List. The Company shall exercise reasonable efforts to make such Services available for Subscribers' use on either the installation date set forth in a Service Order or, if no date is specified, as soon as practical after execution of a Service Order, subject to the Customer's compliance with Regulations. In addition to the Service Order, the Customer shall also execute such other documents as the Company may reasonably require. In the event of a conflict or inconsistency between (i) the terms of a Service Order (or of any other document executed by the Customer) and (ii) those of this Price List, the latter shall govern.

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 Condition to Company's Obligations.

2.1.2.A 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.B The furnishing of Services under this Price List is subject to availability on a continuing basis of all necessary facilities and services from the Underlying Carrier to the Company for resale.

2.1.2.C The Company reserves the right to refuse Service when it has grounds to believe that Service will be used in violation of the law.

2.2 Responsibility and Use.

- 2.2.1** Service may be used by Customer or Subscriber for any lawful purpose, twenty-four (24) hours per day; seven (7) days per week, subject to the terms and conditions set forth herein and in any applicable Service Order. Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any Authorization Codes provided by Company to Customer.

- 2.2.2** The Customer has no property right in the telephone number or any other call number designation associated with the Company's Services. The Company may change such numbers, or the central office code designation associated with such numbers, or both, assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business.

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2.3 Transmission

The Services are suitable for the transmission of voice, data, or other communications only to the limited extent set forth in the Price List(s).

2.4 Call Blocking

Notwithstanding any other provision of this Price List, the Company may block calls which (i) are made to certain countries, cities, or central office ("NXX") exchanges, or (ii) use certain Authorization Codes, as the Company, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Services.

2.5 Interconnection of Facilities

2.5.1 Services of facilities furnished by the Company may be connected with services or facilities of Other Providers subject to any technical limitations set forth in said Other Providers' Price Lists; provided, however, Service furnished by the Company is not part of a joint undertaking with any Other Provider.

2.5.2 Interconnection with the facilities or services of Other Providers is subject to (i) the availability of said Other Providers' facilities; and (ii) the applicable terms and conditions of the Other Providers' tariffs or price lists. Customer shall be solely responsible for satisfying all legal requirements for interconnection Customer-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of the Company and Other Providers must be provided at the Customer's sole expense.

2.6 Equipment

2.6.1 Provision of Equipment and Facilities

2.6.1.A 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 the Customer with 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.

2.6.1.B The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others except the Underlying Carrier to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except up the written consent of the Company.

2.6.1.C Equipment installed at the Customer's Premises for use in connection with the Company's Services shall not be used for any purpose other than that for which the Company or the Underlying Carrier has provided it.

2.6.1.D The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such

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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, 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.

2.6.1.E The Customer shall be responsible for reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with any material term or condition of this Price List, or of any other Regulations; or by fire or theft or other casualty on the 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 the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.

2.6.2 Customer-provided Equipment

2.6.2.A The Customer is responsible for providing and maintaining any terminal equipment on the Customer's premises. The terminal equipment on the Customer's premises is the sole responsibility of the Customer, and the Company has no responsibility of the Customer, and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such equipment. The Customer is solely responsible for all costs of installing, maintaining or repairing, including without limitation personnel charges, wiring costs, and costs associated with routing of electrical power, incurred in the attachment to, interconnection with, and use of the Company's equipment, facilities or Services.

2.6.2.B The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for the attachment o, interconnection with, and use of the Company's equipment, facilities or Services.

2.6.2.C The Customer is responsible for ensuring that all such terminal equipment on the Customer's premises conforms to the FCC's registration requirements set forth in 47 Code of Federal Regulations, Part 68, and the Company may discontinue the provision of Services to any location where Customer-provided equipment fails to conform to such Regulations.

2.6.2.D The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with Company equipment and facilities. The magnitude and

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character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation or maintenance of Customer provided equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring, injury to the Company's employees or other persons, or degradation of Service to other Customers. The Company may require the use of protective equipment at the Customer's expense in order to prevent such damage or injury.

2.6.2.E The Customer will be responsible for payment of service charges at the Company's standard, hourly rates in effect from time to time for visits by Company or Underlying Carrier personnel to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any Customer provided equipment or facilities, or other equipment of facilities which is not provided by the Company.

2.7 Title

Title to any and all equipment or facilities provided by Company in accordance with this Price List will remain in the Company, its agents or contractors or the Underlying Carrier.

2.8 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to connect the Services at the Subscriber's premises. The Customer shall arrange for the Company, or other Carriers as required, to have access to the Subscriber's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of Subscriber, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

2.9 Non-Routine Maintenance and Installation

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

2.10 Scheduled Interruptions

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or Subscriber with Regulations (including without limitation the provisions of this Price List), (ii) to ensure compliance with the requirements set forth in Section 2.6 for the installation, operation, and maintenance of any Customer-provided facilities and equipment attached to or interconnected with the Company's equipment, facilities, or Services, (iii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iv) to prevent fraudulent use of or access to the Services, or (v) to perform any other maintenance, testing or inspection reasonably

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required for the provision of Services hereunder. No Credit will be allowed for any Scheduled Interruptions.

2.11 Service Commencement and Acceptance

Billing for Services will commence as of the Service Commencement Date. The Company shall notify the Customer when Services ordered pursuant to an accepted Service Order are ready for use. Customer may refuse to accept such Services only if such Services fail to comply with the specifications (if any) therefore set forth in the Service Order or in this Price List.

2.12 Minimum Service Period

The Minimum Service Period ("MSP") will be for the term specified in the applicable Service Order, which term must be no less than thirty (30) days. Except as otherwise provided in the Service Order, (i) this MSP will automatically renew for subsequent terms of equal duration, and (ii) either the Company or the Customer may elect not to renew any MSP by written notice to the other no later than thirty (30) days prior to the expiration date of said MSP.

2.13 Billing and Payments

2.13.1 The Company shall present bills for Recurring Charges to the Customer on a monthly basis, in advance of the month for which service is provided. The Customer will be billed on the next weekly billing cycle following the Service Commencement Date. The account will become delinquent if no payment is received by the Due Date calculated and printed on the bill.

2.13.2 For new Customers or existing Customers whose Service is disconnected, the charge for the fraction of the month in which Service is furnished will be calculated on a pro rata basis.

2.13.3 The Customer is required to make payment of Activation Fees in advance of the provision of Services by the Company.

2.13.4 Except as otherwise limited by Regulations, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Subscribers, including without limitation any unauthorized, unlawful or fraudulent use or access.

2.13.5 Except as otherwise provided in this Price List, the Company, at its sole option, May Terminate Services in the event Customer fails to pay any invoice within five (5) calendar days after the Due Date, subject to any applicable Commission Regulations: provided, however, Customer, at any time prior to the proposed date of Termination, may cure its failure to pay past due invoices by agreeing in writing to pay future invoices when due and to pay the unpaid balance in full immediately following said notice: provided further, however, Customer's failure to make such agreed upon installments when due will result in immediate Termination without further notice. Termination of Services by the Customer or the Company for any reason whatsoever will not relieve Customer of its payment obligations hereunder for all Service charges incurred by Customer through the date of Termination.

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- 2.13.6 Customer will be liable for all costs of collection hereunder, including without limitation, reasonable attorney's fees.
- 2.13.7 The Customer shall notify the Company in writing of any disputed items on a bill within ten (10) days after receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Florida Public Service Commission in accordance with the Commission's rules of procedure. Any bill not disputed within to (10) days after receipt is to be deemed conclusively correct and binding upon the Customer.
- 2.14 Late Payment Charge
- Billed amounts more than 15 days past due will incur a Late Fee of Twenty Dollars (\$20.00).
- 2.15 Deposits
- No deposits are needed for Pre-Paid Telephone Services.
- 2.16 Taxes
- The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, and federal taxes, charges, surcharges (however designated), excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on the Company's invoices and, unless otherwise stated herein, are not included in any rates set forth in this Price List. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those Customers residing in the affected jurisdiction. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.
- 2.17 Discontinuation of Service
- 2.17.1 The Company may at its sole option and discretion Terminate Service without incurring any liability therefore whatsoever, subject to any applicable Regulations, for any of the following reasons:
- 2.17.1.A upon order of any Governmental Authority, or upon required alteration of the Services, or for any violation of any Regulation;
- 2.17.1.B Customer's failure to pay any sum within fifteen (15) days after the Due Date.
- 2.17.1.C Violation of any material term or condition of this Price List, a Service Order, or of any other Regulations, by the Customer, by and Subscriber, by any User, or by any other person;
- 2.17.1.D Customer's failure to maintain and operate its equipment and/or system or that of its agent in accordance with Section 2.6.2; or
- 2.17.1.E 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.

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2.17.2 The Company may at its sole option and discretion Terminate Service immediately and without notice without incurring any liability therefore for any of the following reasons:

2.17.2.A in the even of any unlawful, unauthorized or fraudulent use of or access to the Services by the Customer, by any Subscriber, by any User or by any other person;

2.17.2.B use of Service for any unlawful or fraudulent purpose by the Customer, by any Subscriber, by any User, or by any other person;

2.17.2.C Customer's refusal to furnish information, or provision of false information, to the Company regarding the Customer's identity, address, its past or current use of common carrier communications services, or its planned use of common carrier communications services;

2.17.2.D Customer's provision of false or misleading information or omission of information in its Service Order or in any other document delivered by Customer to the Company; or

2.17.2.E Customer's use, or attempt to use, Service with the intent to avoid the payment, either in whole or in part, of the Price List charges for the Service by (i) using or attempting to use Service by rearranging, tampering with, or making connections to the Company's Service not authorized by this Price List; (ii) using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or (iii) any other fraudulent means or devices;

2.17.2.F Customer's use of Service in such a manner as to interfere with the Service of other users;

2.17.2.G Customer's failure to make an advance payment for Services provided hereunder.

2.18 Restoration of Services

The Company shall restore any Terminated Service in accordance with Commission Regulations, including but not limited to charging the Customer a reconnection fee as set forth in Section 4.2.

2.19 Limitation of Liability

2.19.1 Except as caused by its willful misconduct or gross negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including without limitation reasonable attorney's fees) arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these Services, or damages arising out of the failure to furnish the Service whether cause by acts or

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- omissions (i) brought on incurred by Customer, by any Subscriber, by any User, or by any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration, removal, presence, condition, location, or use of Service or of any equipment and facilities furnishing Service (including without limitation 911 Service and Directory Listing Service) or (ii) arising from any Performance Failure, will in no event exceed and amount equal to the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowances pursuant to the provisions of Section 2.2 hereof.
- 2.19.2 To the extent permitted by any applicable Regulations, the Company's liability for gross negligence will be limited to the amounts described in Section 2.19.1 hereof.
- 2.19.3 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including 911 Service and Directory Listing Service) hereunder.
- 2.19.4 Except as caused by its willful misconduct or gross negligence, the Company will not be liable for defacement of or damages to Subscribers' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service and Directory Listing Service), including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsibly for connecting any and all apparatus, equipment and associated wiring on Subscribers' premises to the Services. No other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.
- 2.19.5 The Company shall not be liable for (i) any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by (a) mistakes, omissions, interruptions, delays, errors, or other defects in the provision of 911 Emergency Service, or (b) installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any equipment and facilities furnishing 911 Emergency Service; or (ii) 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 911 Emergency Service features and 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 911 Emergency Service, and which arise out of the negligence or other wrongful act of the Company, the Customers, its Users, agencies or municipalities, or the employees or agents of any one of them.
- 2.19.6 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; 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 of

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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.

- 2.19.7 The Company shall not be liable for any damages or losses due the fault or negligence of the Customer or due to the operation, failure to operate, or other malfunction of Customer-provided equipment or facilities.
- 2.19.8 In conjunction with an Unpublished Number, as described in Section 3.1.2.F, 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 disclosure of the number of such telephone, but will not be liable should such number be divulged. When a Customer, Subscriber, User or any other person places a call to the 911 Emergency Service from a Customer's Station having an Unpublished Number, the Company will release the name and address of the Customer, where such information can be determined, to the appropriate local governmental authority responsible for the 911 Emergency Service upon request of such governmental authority.
- 2.19.9 Any claim against the Company arising from any of its alleged acts or omissions will be deemed waived if not brought or made in writing within ninety (90) days from the date that the alleged act or omission occurred.

2.20 Disclaimer

The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Underlying Carrier's or Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to the Company or to any Subscriber in connection with this Price List or with the Services the Company offers, or damages associated with service, channels, or equipment which the Company does not furnish, or (iii) any other act or omission of any Other Provider, Subscriber or third party related to the use or provision of Services hereunder.

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, AND IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICE PROVIDED HEREUNDER.

2.21 Indemnification by Customer

Customer shall defend, indemnify and hold the Company (together with its officers, directors, employees, and agents) harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

- 2.21.1 claims for libel, slander, or invasion of privacy resulting from Subscriber's use of the Services or from the material, data, information or other content transmitted via the Company's service;

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- 2.21.2 any loss, damage, or destruction of any property, whether owned by the Customer or any third party, or any personal injury or death not due to the Company's negligence or willful misconduct and caused or claimed to have been caused, directly or indirectly, from the installation, operation, failure to operate, maintenance, removal, condition, location, or other use (or failure to use) of the Services or any Company supplied facilities or any installation provided by the Company;
- 2.21.3 any defacement of or damage to Customer premises resulting from the furnishing of services or 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.
- 2.21.4 infringement of any patent, copyright, trademark, trade name, service mark or trade secret arising from: (i) the transmission of any material, data, information, or other content (a) by any Subscriber or (b) by any other person using the Services provided to any Subscriber, Subscriber location, or Authorization Code; or (ii) combining or connecting the service offered by the Company with Customer-provided equipment or with other Subscriber-provided facilities or services; and
- 2.21.5 except as otherwise provided by applicable Regulations, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Subscribers.

2.22 Credits and Credit Allowances

- 2.22.1 Credits ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the Company as described in Section 2.25.2 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, and (iii) are not due to the negligence or willful misconduct of the Subscriber, its employees, subcontractors, agents or assignees, will be applied to Customer's account with the Company. Such credits are to be calculated by multiplying the monthly recurring rate (if any), for the affected Service by the ratio that the number bears to 720 hours. (For the purpose of this computation, each month is deemed to have 720 hours.) An Interruption is measured from the time the Company detects, or the Customer notifies the Company of its occurrence, until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is rounded to the nearest hour.
- 2.22.2 In the event of an Interruption caused by Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, less an administration fee, subject to the Company's collection of such Credit Allowance from the Underlying Carrier obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s) which the Company receives from the Underlying Carrier. Any other provision of this Section 2.25 notwithstanding, Company will have no obligation to apply any credit to Customer's account for Interruptions caused by an Underlying Carrier for which no Credit Allowance is due to the Company.
- 2.22.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.2; for any other

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Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the facts, for example, that the Customer does not incur any fixed monthly charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the Minimum Service Period.

2.22.4 No Credit will be made for:

- (a) Interruptions due to the negligence of, or noncompliance with, the provisions of this Price List by the Subscriber;
- (b) Interruptions due to the failure or malfunction of non-Company equipment;
- (c) Interruptions 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 correction interruptions;
- (d) Interruptions during a period in which the Customer continues to use the Service on an impaired basis;
- (e) Interruptions during any period when the Customer has relinquished Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements;
- (f) Interruption of Service due to circumstances or causes beyond the control of the Company.

2.23 Local Calling Area

The Company will provide Services from all exchanges of its Underlying Carrier(s) in conformance with that Underlying Carrier's existing local exchange boundary maps as approved by the Commission.

2.24 Access to Telephone Relay Service

Where required by the Commission, the Company will participate in telephone relay services for handicapped or hearing impaired Customers, and will comply with all Regulations and requirement related thereto.

2.26 Compliance

The Company and Customer shall (and Customer shall cause Subscriber to) comply with all Regulations

2.27 Full Force and Effect

Should any provision or portion of this Price List be held by a court or administrative agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Price List will remain in full force and effect.

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2.28 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.29 Operator Services

The Company does not provide operator services. All operator assisted calls, including collect calls, person-to-person calls, third party calls and other related operator assisted services will be blocked.

2.30 Governing Law

This Price List is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of Florida

2.31 Notices and Communications

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

2.31.2 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.

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SECTION 3 - DESCRIPTION OF SERVICES**3.1 Resold Local Exchange Service**

Resold local exchange service is provided by the Company through resale of local exchange access and local exchange service provided by an Underlying Carrier. The Company's Services consist of (i) Prepaid Service, (ii) Optional Service Features, (iii) Directory Listing Service, and (iv) 911 Service.

3.1.1 **Prepaid Service** is a prepaid, switched, intrastate, telecommunications service which permits Customers to establish communications between two locations within the Local Calling Area.

3.1.1.A **Prepaid Service** provides a Customer with a single, voice-grade communications channel, including a telephone number and a Directory Listing. The Company's Prepaid Service permits a Customer to: (i) place calls within the Local Calling Area; (ii) access 911 Service if available in the Customer's Local Calling Area; (iii) place calls to toll-free 800 or 888 telephone numbers. The Company's Prepaid Service does not permit a Customer to originate calls to direct dial (1+) or (0+) toll services or to caller-paid information services (e.g. 900, 976, 711). Calls to telephone numbers used for toll services and caller-paid information services will be blocked by the Company.

3.1.1.B **Standard Features** Each Prepaid Service Customer is provided with only local exchange service.

3.1.1.C **Optional Features** Each Prepaid Service Customer may select from the optional features listed in Section 3.1.2 below.

3.1.1.D **Rates and Charges** The Company will charge a Prepaid Service Customer applicable Non-Recurring charges, and monthly Recurring Charges as specified in Section 4.2.

3.1.2 Optional Service Features

3.1.2.A **Call Waiting** – Give the Customer a beep to alert that another call is coming in.

3.1.2.B **Call Return** – Tells the Customer the last number to call his/her line, if this information is available.

3.1.2.C **3 Way Calling** – Allows the Customer to place one call on "hold", dial another number, and talk to both parties at once.

3.1.2.D **Caller ID with Name** – Allows the Customer to identify the calling party's number before answering, if this information is available.

3.1.2.E **Voice Mail** – Allows callers to leave a message for the Customer if the line is either busy or not answered. (Not available in all areas)

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3.1.2.F Unpublished Number – Customers name and telephone number do not appear in the directory or with directory assistance.

3.2 **Directory Listing Service**

The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customer's main billing number, in the telephone directory published by the exchange service provider in the Customer's exchange area.

3.3 **911 Emergency Service**

911 Service permits Customers to reach appropriate emergency services including police, fire, and medical services.

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SECTION 4 - RATES

4.1 Accepted Methods of Payment

No personal checks are accepted for any reason. Money Orders are accepted as payment for services when mailed using company addressed envelopes included with the monthly bill.

4.2 Activation and Monthly Fees

Residential

<u>Access Line/Feature</u>	<u>Activation Fee</u>	<u>Monthly Charge</u>
Local Access Telephone	\$89.95	\$29.95/month
Local Access Telephone	\$59.95	\$39.95/month
Local Access Telephone	\$54.95	\$49.95/month
Call Waiting	\$ 6.00	\$ 6.00/month
Call Return	\$ 6.00	\$ 6.00/month
3 Way Calling	\$ 6.00	\$ 6.00/month
Caller ID with Name	\$25.00	\$14.00/month
Voice Mail	\$15.00	\$14.00/month
Unpublished Number	\$ 6.00	\$ 6.00/month

Business

Local Access Telephone	\$149.95	\$59.95/month
Call Waiting	\$ 9.00	\$ 9.00/month
Call Return	\$ 9.00	\$ 9.00/month
3 Way Calling	\$ 9.00	\$ 9.00/month
Caller ID with Name	\$ 30.00	\$20.00/month
Voice Mail	\$ 20.00	\$20.00/month

Non-Recurring Fees

	<u>Residential</u>	<u>Business</u>
Reconnection Fee	\$49.95	\$64.95
Transfer Fee (Moving Fee)	\$39.95	\$54.95
Telephone Number Change	\$25.00	\$40.00
Secondary Order (Adding Features after Activation)	\$25.00	\$40.00

4.3 Promotional Offerings

The Company may, from time to time, make promotional offerings of Services which may include waiving or reducing the applicable charges for the promoted Service(s). These promotions may be limited as to duration and the locations where the promotion is available.

4.4 Directory Assistance

The Company does not provide local directory assistance.

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