

GTC

GLOBAL TELESYS CORPORATION

DEPOSIT

D 8 2 7

DATE

AUG 11 1998

July 31, 1998

Mr. Walter D'Haeseleer
Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399

RECEIVED
DIVISION OF RECORDS AND REPORTING
FLORIDA PUBLIC SERVICE COMMISSION
98 AUG 11 AM 10:52
MAIL ROOM

981021-TI

Dear Mr. D'Haeseleer:

Enclosed are the original and twelve (12) copies of Global Telesys Corporation's Application Form for Authority To Provide Interexchange Telecommunications Service Within The State of Florida. So that our records will be complete, please date stamp the extra copy of this transmittal letter and return in the enclosed envelope. Also enclosed is a check for \$250 made payable to the Florida Public Service Commission to cover the filing fee.

Any questions regarding this Application or proposed tariff should be directed to Todd Lowe, President, Visiology, Inc. 16061 Carmel Bay Drive, Northport, Alabama 35475 who may be reached via telephone at (205) 330-1701.

Your assistance in this matter is greatly appreciated.

Sincerely,



Robert Allison
Vice President of Sales

Check received with filing stamp
forwarded to Fiscal for deposit
Fiscal to forward a copy of check
to RAR with print of deposit
Initials of person who furnished check
A.G.

Enclosures

DOCUMENT NUMBER-DATE

08544 AUG 11 98

GTC

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DOCUMENT NUMBER - DATE

47580 11 AUG 1998

FPSC-RECORDS/REPORTING

2298

ACCESS COMMUNICATIONS, INC.

320 WALWORTH LANE
EUTAWVILLE, SC 29048

FARMERS & MERCHANTS BANK
OF SOUTH CAROLINA
EUTAWVILLE, SOUTH CAROLINA 29048

67-428/532

CHECK NO.

Aug 4, 1998

*****\$250.00*

PAY Two Hundred Fifty and 0/100 Dollars
TO THE ORDER OF Florida Public Service Comm

AUTHORIZED SIGNATURE

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION

101 E. Gains Street
Fletcher Building
Tallahassee, Florida 32399-0866

APPLICATION FORM

for

AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE
WITHIN THE STATE OF FLORIDA

INSTRUCTIONS

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In the case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have any questions about completing the form, contact:

Florida Public Service Commission
Division of Communications
Bureau of Service Evaluation
101 East Gaines Street
Tallahassee, Florida 32399-0866
(904) 488-1280

- E. Once completed, submit the original and twelve (12) copies of this form along with a non-refundable application fee of \$250.00 to:

Florida Public Service Commission
Division of Administration, Room G-50
101 East Gaines Street
Tallahassee, Florida 32399-0850
(904) 488-4733

1. This is an application for (check one):

- Original Authority (New Company)
- Approval of Transfer (To another certificated company).
- Approval of Assignment of existing certificate (To a noncertificated company).
- Approval for transfer of control (To another certificated company).

2. The legal name of the applicant:

Global Telesys Corporation

3. Name under which the applicant will do business (fictitious name, etc.):

Global Telesys Corporation

4. National address (including street name & number, post office box, city, state and zip code).

**3020 N.W. 33rd Ave.
Ft. Lauderdale, FL 33311**

5. Florida address (including street name & number, post office box, city, state, zip code).

None

6. Structure of organization;

- Individual Corporation
- Foreign Corporation Foreign Partnership
- General Partnership Limited Partnership
- Other, _____

7. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.

Applicant is a corporation.

- (a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169 FS), if applicable.

(b) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

Fictitious name registration number: _____

(c) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

(2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

8. If incorporated, Please give:

(a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate charter Number: F98000003658

(b) Name and address of the company's Florida registered agent.

NRAI Services, Inc.

526 E. Park Avenue, Tallahassee, FL 32301

(c) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. None.

(2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not. None.

9. Who will serve as liaison with the commission in regard to (please give name title, address and telephone number) :

- (a) The application;
Todd Lowe, President, Visiology, Inc.
16061 Carmel Bay Drive, Northport, Alabama 35475
(205) 330-8501

- (b) Official point of Contact for the ongoing operations of the company;
Robert Allison, Vice President of Sales
Global Telesys Corporation
3020 N.W. 33rd Ave., Ft. Lauderdale, FL 33311
(954) 453-6533

- (c) Tariff;
Todd Lowe. See (a) above.

- (d) Complaints/ Inquiries from customers;
Robert Allison. See (b) above.

10. List the states in which the applicant:

- (a) Has operated as an interexchange carrier.
None.

- (b) Has applications pending to be certificated as an interexchange carrier.
The Applicant has applications pending to be certificated to resell intrastate interexchange telecommunications services in the state of New York.

- (c) Is certificated to operate as an interexchange carrier.
The Applicant has the authority to resell telecommunications in the states of Colorado, New Jersey, Texas, and Virginia.

- (d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.
None.

(e) Has regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

None.

(f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

None.

11. The applicant will provide the following interexchange carrier services (Check all that apply):

_____ MTS with distance sensitive per minute rates

_____ Method of access is FGA

_____ Method of access is FGB

_____ Method of access is FGD

_____ Method of access is 800

_____ MTS with route specific rates per minute

_____ Method of access is FGA

_____ Method of access is FGB

_____ Method of access is FGD

_____ Method of access is 800

_____ MTS with statewide flat rates per minute (i.e. not distance sensitive)

_____ Method of access is FGA

_____ Method of access is FGB

 X Method of access is FGD

_____ Method of access is 800

_____ MTS for pay telephone service providers

_____ Block-of-time calling plan (Reach out Florida, Ring America, etc.)

 X 800 Service (Toll Free)

WATS type service (Bulk or volume discount)
 Method of access is via dedicated access
 Method of access is via switched access

Private Line services (Channel Services)
(For ex. 1.544 mbs., DS-3, etc)

Travel Service
 Method of access is 950
 Method of access is 800

900 Services

Operator Services
 Available to presubscribed customers
 Available to non presubscribed customers (for
example to patrons of hotels, students in
universities, patients in hospitals)
 Available to inmates

Services included are:

Station assistance
 Person to Person assistance
 Directory assistance
 Operator verify and interrupt
 Conference Calling

Other:

The applicant will offer inbound and outbound long distance services. A detailed service description is provided in Section 3 of the proposed tariff attached hereto as Attachment H.

12. What does the end user dial for each of the interexchange carrier services that were checked in services included (above).

To place an outbound long distance call, the end user dials 1+ the called number. 800 calls are completed by dialing 1+800+ the called number. To reach Directory Assistance outside of the end user's area code, the end user dials 1 + area code + 555-1212. Calling card calls are completed by dialing 1+ the universal 800 number, the called number, and the calling card code. To reach the long distance operator of the underlying carrier, the end user dials 00- or 0+ the called number.

13. What services will the applicant offer to other certified telephone companies:

() Facilities. () Operators.
() Billing and Collection. () Sales.
() Maintenance.
() Other: NONE

14. Will your marketing program:

- (Y) Pay commissions?
- (N) Offer sales franchises?
- (N) Offer multi-level sales incentives?
- (Y) Offer other sales incentives?

15. Explain any of the offers checked above (To whom, what amount, type of franchise, etc.).

See Attachment G.

16. Who will receive the bills for your service (Check all that apply)?

- (X) Residential customers. (X) Business customers.
- () PATS providers. () PATS station end-users.
- () Hotels & motels. () Hotel & motel guests.
- () Universities. () Univ. dormitory residents.
- () Other: (specify) _____.

17. Please provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services, and if not, why?

Yes

(b) Provide the name and address of the firm who will bill for your service.

The Company will direct bill or LEC bill.

18. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

See Attachment H.

**** APPLICANT ACKNOWLEDGEMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of one and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **LEC BYPASS RESTRICTIONS:** I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
6. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commissions' Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.
7. **ACCURACY OF APPLICATION:** By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.

Robert Allison

Typed name and signature of owner
or chief officer

July 31, 1998

Date

ATTACHMENTS:

- A - CERTIFICATE TRANSFER STATEMENT (Not Applicable)
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - INTRASTATE NETWORK
- D - FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES
(Not Applicable)
- E - GLOSSARY (Not Applicable)

**** APPENDIX A ****

CERTIFICATE TRANSFER STATEMENT

NOT APPLICABLE

****APPENDIX B****

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be responded to in one of the following ways (applicant please check one):

- () The applicant will not collect deposits nor will it collect payments for service more than one month in advance.
- () The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)

Robert Allison 

Typed name and signature of
Owner or Chief officer

Vice President of Sales

Title

July 31, 1998

Date

**** APPENDIX C ****

INTRASTATE NETWORK

1. **POP:** Address where located, and indicate if owned or leased.

1) N/A 2)

3) 4)

2. **SWITCHES:** Address where located, by type of switch, and indicate if owned or leased.

1) N/A 2)

3) 4)

3. **TRANSMISSION FACILITIES:** POP-to-POP facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

1) POP-to-POP TYPE OWNERSHIP

2) N/A

4. **ORIGINATING SERVICE:** Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate (Appendix D).

Service may be provided from any exchange in the State of Florida.

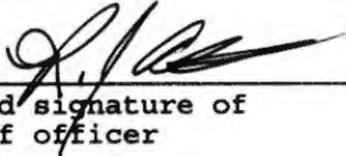
5. **TRAFFIC RESTRICTIONS:** Please explain how the applicant will comply with the EAEA requirement contained in Commission Rule 25-24.471 (4) (a) (copy enclosed).

Our understanding of Commission Rule 25-24.471 (4) (a) is that the intra-EAEA restriction has been lifted for 950, 10XXX, 800, and 1+ calls placed via dedicated access, and that the LEC will not forward to GTC any intra-EAEA calls placed over switched access lines.

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has () or has not (X) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:

- a) What services have been provided and when did these services begin?
- b) If the services are not currently offered, when were they discontinued?

Robert Allison


Typed name and signature of
Owner or Chief officer

Vice President of Sales

Title

July 31, 1998

Date

****APPENDIX D****

FLORIDA TELEPHONE EXCHANGES

AND

EAS ROUTES

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

Robert Allison



Typed Name and signature of
Owner/Chief Officer

Vice President of Sales

Title

July 31, 1998

Date

All outbound services that utilize switched access to reach the long distance network are available in equal access areas. All inbound services and all outbound services using dedicated access to reach the long distance network are available statewide.

ATTACHMENT F

DIRECTORS, OFFICERS, AND SHAREHOLDERS

Officers, Directors, & Shareholders		
Name/Title	Address	Shares
Glenn M. Gallant, President	Global Telesys Corporation 3020 N.W. 33rd Ave. Ft. Lauderdale, FL 33311	50%
Douglas R. Beatz, Secretary		50%
Robert J. Allison, V. P. of Sales		

ATTACHMENT G

EXPLANATION OF SALES COMMISSIONS

Applicant will pay commissions to sales representatives. From time to time, prizes may be awarded to sales representatives.

ATTACHMENT H

PROPOSED TARIFF

GLOBAL TELESYS CORPORATION

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of long distance telecommunications services provided by Global Telesys Corporation with principal offices at 3020 N.W. 33rd Avenue, Ft. Lauderdale, Florida 33311. This Tariff applies to services furnished within the State. 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.

Issued: July 31, 1998

Effective:

Robert Allison, Vice President of Sales
3020 N.W. 33rd Ave., Ft. Lauderdale, Florida 33311

CHECK SHEET

Sheets 1 through ?? of this Tariff are effective as of the date shown at the bottom of the sheet. Original and revised sheets as named below comprise all changes from the original Tariff.

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

Issued: July 31, 1998

Effective:

Robert Allison, Vice President of Sales
3020 N.W. 33rd Ave., Ft. Lauderdale, Florida 33311

CHECK SHEET (continued)

<u>SHEET</u>	<u>REVISION</u>
21	Original Sheet
22	Original Sheet
23	Original Sheet
24	Original Sheet
25	Original Sheet
26	Original Sheet
27	Original Sheet
28	Original Sheet
29	Original Sheet
30	Original Sheet
31	Original Sheet
32	Original Sheet
33	Original Sheet
34	Original Sheet
35	Original Sheet
36	Original Sheet
37	Original Sheet
38	Original Sheet
39	Original Sheet
40	Original Sheet

CHECK SHEET (continued)

<u>SHEET</u>	<u>REVISION</u>
41	Original Sheet
42	Original Sheet
43	Original Sheet
44	Original Sheet
45	Original Sheet
46	Original Sheet
47	Original Sheet
48	Original Sheet
49	Original Sheet
50	Original Sheet
51	Original Sheet
52	Original Sheet
53	Original Sheet
54	Original Sheet
55	Original Sheet
56	Original Sheet
57	Original Sheet
58	Original Sheet
59	Original Sheet
60	Original Sheet

Issued: July 31, 1998

Effective:

Robert Allison, Vice President of Sales
3020 N.W. 33rd Ave., Ft. Lauderdale, Florida 33311.

CHECK SHEET (continued)

<u>SHEET</u>	<u>REVISION</u>
61	Original Sheet
62	Original Sheet
63	Original Sheet
64	Original Sheet
65	Original Sheet
66	Original Sheet
67	Original Sheet
68	Original Sheet
69	Original Sheet
70	Original Sheet
71	Original Sheet
72	Original Sheet
73	Original Sheet
74	Original Sheet
75	Original Sheet

Issued: July 31, 1998

Effective:

Robert Allison, Vice President of Sales
3020 N.W. 33rd Ave., Ft. Lauderdale, Florida 33311

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Effective:

Robert Allison, Vice President of Sales
3020 N.W. 33rd Ave., Ft. Lauderdale, Florida 33311

**CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS**

None

SYMBOLS

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

- D - Delete Or Discontinue
- I - Change Resulting In An Increase To A Customer's Bill
- M - Moved To Or From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction To A Customer's Bill
- T - Change In Text Or Regulation But No Change In Rate Or Charge

Issued: July 31, 1998

Effective:

Robert Allison, Vice President of Sales
3020 N.W. 33rd Ave., Ft. Lauderdale, Florida 33311

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 each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised sheet 14 cancels the 3rd revised sheet 14.
- C. **Paragraph Numbering Sequence** - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 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
- D. **Check Sheets** - When a Tariff filing is made with the Commission, 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.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Applicant: Applicant is any entity or individual who applies for service under this Tariff.

ATU: ATU stands for Average Total Usage.

Average Total Usage: Average Total Usage is calculated by averaging the most recent three months' interstate, intrastate, and international dollars of use for all ANI's to be provisioned via a Service offered by the Company. For Customers with multiple locations, the usage dollars for all locations will be included in the calculation. If the Customer's traffic volume varies significantly from month-to-month, the Company may determine ATU by averaging more than three months' bills.

Business Affinity Group: A Business Affinity Group is a trade association representing business entities or individuals within an industry, profession, or business classification, or a commercial organization with affiliated franchises, independent agents, independent distributors, business in common or other multiple commercial representatives (e.g. an entity providing a reservation system and its users, an entity and its major suppliers, an entity and its independent dealerships, a service entity and the business to which it provides services under contract), a professional trade association representing state associations, or a buying group not organized for the purpose of qualifying for the discounts provided for herein. Unless otherwise specified in this Tariff or in the agreement with the Business Affinity Group, Customers who subscribe to service under this agreement are not entitled to any promotional discounts or credits described elsewhere in this tariff and their usage of the services under the agreement cannot be used to qualify for any other benefits under this Tariff or under contractual arrangements between the Company and third parties who have subscribed to service through the Affinity Group and later cease to be members.

Business Customer: A Business Customer is a Customer who subscribes to the Company's service(s) in the name of business, trade, or profession. Any Business Customer employee who subscribes to the Service for his or her home telephone will also be classified as a Business Customer.

Issued: July 31, 1998

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Robert Allison, Vice President of Sales
3020 N.W. 33rd Ave., Ft. Lauderdale, Florida 33311

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

CAP: CAP is an acronym for Competitive Access Provider which is any provider of local access service other than the Local Exchange Carrier.

Cardholder: Cardholder is the associate, member, Customer or other individual that uses the Company's Prepaid Calling Card service.

CLEC: CLEC stands for Competitive Local Exchange Carrier and is any carrier or reseller offering local exchange telecommunications services other than the LEC.

Company: Company refers to Global Telesys Corporation

Commission: Commission refers to the Florida Public Service Commission.

Credit Card: Credit Card refers to Visa® or MasterCard®.

Customer: The Customer is a person or legal entity which subscribes to the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

Dedicated Access: If a Customer's location has a direct path to the long distance network of the DUC or the Company's switch, it is considered Dedicated Access. When Dedicated Access is required to access the Company's Services, the Customer is responsible for obtaining access. In telecommunications terminology, this is also referred to as special access.

DUC: DUC stands for Designated Underlying Carrier.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

End User: End User is the person or legal entity which uses the service provided by the Company.

Exemption Certificate: An Exemption Certification is a written notification wherein the Customer certifies that its dedicated facility should be exempted from the monthly special access surcharge because, for example, the facility is associated with a Switched Access service that is subject to carrier common line charges.

Inbound Service: Inbound Service permits calls to be completed to the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number, (800) NXX-XXXX, which terminates at the Customer's location.

InterLATA: An InterLATA call is any call that originates and terminates in a different LATA.

IntraLATA: An IntraLATA call is any call that originates and terminates within the same LATA.

LATA: LATA stands for Local Access Transport Area which is a geographic boundary established by the Modification of Final Judgement.

LEC: LEC stands for Local Exchange Carrier.

Modification of Final Judgment: Modification of Final Judgment refers to the judicial opinion set forth at United States vs. American Telephone & Telegraph Company, 552 F. Supp. 131 (D.C. 1982).

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

NPA: NPA literally stands for Numbering Plan Area but is more commonly referred to as an area code.

NXX: NXX is the first three digits of the Customer's telephone number. N is a number between 2 and 9. X is a number between 0 and 9.

PBX: PBX stands for Private Branch Exchange.

PIC: PIC stands for Primary Interexchange Carrier which is the long distance company to which traffic from a given location is automatically routed when dialing 1+ in equal access areas. The Primary Interexchange Carrier is identified by a code number which is assigned by the local telephone company to the telephone numbers of all the subscribers to that carrier to ensure the calls are routed to the correct company.

PIN: PIN stands for Personal Identification Number which is a unique number assigned for the purpose of accessing calling card or Prepaid Calling Card service(s).

Platform: Platform is the proprietary technology and associated computer equipment that is used in conjunction with Prepaid Calling Card service(s).

Point-of-Sale: Point-of-Sale is the location at which the Cardholder purchases the Prepaid Calling Card.

POP: POP is an acronym for Point-of-Presence and is the central office of the DUC where the LEC or CLEC hands off the traffic of the Company's Customers or where the T-1.5 digital facility interconnects with the DUC's POP or the Company's switch.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Postalized: The United States Post Office charges a flat rate irrespective of how far it carries the mail within the country. Postalized services are services whose rates are structured so that they are not distance sensitive but depend on other factors such as the duration of the call.

Prepaid Calling Card: Prepaid Calling Card service allows a Customer to purchase a predetermined amount of access to the Company's long distance services prior to the use of service. Prepaid Calling Cards are also called debit cards.

PSC: PSC is an acronym for Public Service Commission.

Reseller: Reseller denotes a Customer that resells the Company's service(s).

Residential Affinity Group: A Residential Affinity Group is a group with a common employer whose employer agrees to meet a specific set of criteria within twelve (12) months of undertaking to qualify as an Affinity Group and thereafter maintains them, the alumni of a college, university, or other institution of higher learning who are members of an association, individuals who are members of any organization or association (e.g. a professional association, non-profit organization, or buying club) where the organization or association agrees to meet a specific set of criteria within twelve (12) months of undertaking to qualify as an affinity group and thereafter maintains them. Unless otherwise specified in this Tariff or in the agreement with the Residential Affinity Group, Customers who subscribe to service under this agreement are not entitled to any promotional discounts or credits described elsewhere in this Tariff and their usage of the services under the agreement cannot be used to qualify for any other benefits under this Tariff or under contractual arrangements between the Company and third parties who have subscribed to service through the affinity group and later cease to be members.

Residential Customer: A Residential Customer is a Customer who subscribes to the Company's service(s) in a non-business, trade, or professional name.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

State: State refers to the State of Florida.

Switched Access: If the Customer's location has a transmission line that is switched through the LEC or ALEC to reach the long distance network of the DUC or the Company's switch, the access is Switched Access.

Underlying Carrier: "Underlying Carrier" refers to any interexchange carrier that provides long distance services resold by the Company pursuant to this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

This Tariff contains the description, regulations, and rates applicable to InterLATA and IntraLATA intrastate telecommunications service offered by Global Telesys Corporation with principal offices located at 3020 N.W. 33rd Avenue, Ft. Lauderdale, Florida 33311. Service is furnished for communications originating and terminating at points within the State under terms of this Tariff. Depending on the availability of the Company switching facilities, Service is provisioned via the Company's switch, or by the DUC, or both.

2.2 Limitations on Service

2.2.1 Initial and continuing Services are offered subject to the availability of facilities and/or equipment from the Company, the DUC, the LEC, or the CLEC, the Company's ability to provision the order at the time the Applicant or Customer orders Service, and the provisions of this Tariff. Without incurring liability, the Company may refuse to provide Service, to or from any location where the necessary facilities, equipment, systems, and/or switch software are not available. In case of refusal to establish service, the Company shall notify the applicant in writing of the reason for such refusal.

2.2.2 All Services provided according to this Tariff are interstate Services.

2.2.3 The Company reserves the right to discontinue offering Services without liability, or to limit the use of Services when necessitated by conditions beyond the Company's control, or when the Customer or End User is using Services in violation of the law or of the provisions of this Tariff.

2.2.4 Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, twenty four (24) hours per day. For the purposes of computing charges in this Tariff, a month is considered to have thirty (30) days.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

- 2.2.5 Service will be provided until canceled by the Customer on not less than thirty (30) days' written notice from the date of postmark on the letter giving notice of cancellation.
- 2.2.6 Customer will not use the Company name or any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion or promotional material, or publication, contracts, or bills, etc. of the Customer without the express prior written approval of the Company.
- 2.2.7 Services are furnished subject to the condition that there will be no abuse or fraudulent use of the Services. Abuse or fraudulent use of Services includes, but is not limited to:
- (A) Service that is used by the Customer or End User to frighten, abuse, torment, or harass another; or
 - (B) Service that is used by the Customer or End User in a manner which interferes with the use of Service by one or more other Customers; or
 - (C) Service that is used by the Customer or End User to place calls by means of illegal equipment, service, or device; or
 - (D) Service that is used by the Customer or End User to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations of Services (Continued)

- 2.2.8 The Customer may not use Services provided under this Tariff for any unlawful purpose.
- 2.2.9 Any business Applicant or Business Customer is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment.
- 2.2.10 The Company, when acting at the Customer's request and, as its authorized agent, will make reasonable efforts to arrange for service requirements such as special routing, Route Diversity, Alternate Access, or Circuit conditioning.
- 2.2.11 To control non-payment and fraud, Service may be discontinued by the Company without incurring liability by Blocking all traffic or by Blocking traffic to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk, and only after accounts have been brought current.
- 2.2.12 The availability of 800/888 numbers from the Company is limited by the Company's ability to obtain 800/888 numbers from the DUC. If an 800 number is not available, the Company will obtain an 888 number.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations of Services (Continued)

- 2.2.13 Calls that may not be completed using the Company's Prepaid Calling Card Service include conference service, busy line verification service, interruption service, calls requiring time and charges, air-to-ground calls, and calls placed via dialing a 700 or 900 number.
- 2.2.14 Prior written permission from the Company and approval pursuant to Section 2.11 of this Tariff are required before Customers may assign or transfer any Service. All regulations and conditions contained in this Tariff and all other applicable Service conditions will apply to all such permitted assignees or transferees.
- 2.2.15 The Company reserves the right to add, change, or delete Services and/or DUCs at any time.
- 2.2.16 Recording of telephone conversations provided pursuant to the Company's Service under this Tariff is prohibited except as authorized by applicable federal, state, and local laws.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations of Services (Continued)

- 2.2.17 Unless the availability of a specific Service, Optional Calling Plan, or promotional offering limits the availability to a specific state, group of states, area code, LATA, NPA-NXX, or routing configuration, the availability is all states within the United States where the Company has obtained the appropriate regulatory approvals to operate.
- 2.2.18 The Company may rely on CLECs, LECs, DUCs, or other third parties to provide a portion of the Company's Service.
- 2.2.19 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations of Services (Continued)

- 2.2.21 The Company will accept a Customer's or Applicant's request for a particular 800/888 telephone number. The Company will accommodate such requests to the extent possible. No guarantee of the assignment of the 800/888 number will be made prior to the initiation of Service to the Customer. Assignment of the 800/888 telephone number to the Customer does not provide the Customer with any ownership interest or proprietary right in that number. However, the Customer does have a controlling interest in its active 800/888 number. If the Company learns that an Applicant is attempting to sell, barter, trade, or otherwise transfer an 800/888 number to another person, the Company may refuse to establish Service. If the Company learns that a Customer is attempting to sell, barter, trade, or otherwise transfer an 800/888 number to another person, the Company may, upon written notice, discontinue Service. If a Customer's 800/888 telephone number is not used by callers other than for test calls to reach the Customer or Customer's designee within ninety (90) days of activation of the 800/888 number, the Company, may upon written notice, discontinue Service.
- 2.2.22 To help control fraud, only one call at a time will be processed for a Prepaid Calling Card.
- 2.2.23 All services provided according to this Tariff are intrastate add-on services available from the Company only if the Customer subscribes to the Company's Comparable interstate service offering or interstate promotional offering. Intrastate service is not sold on a stand-alone basis.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability

2.3.1 The Company's liability shall be limited to that expressly assumed in Section 2.3 of this Tariff. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of providing Service hereunder, will in no event exceed an amount equivalent to the initial period charge to the Customer as described in Section 4 of this Tariff for the call during which such mistake, omission, interruption, delay, error or defect occurred. In addition, a portion or all of the Service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties.

2.3.2 The Company will not be liable for:

- any direct, indirect, consequential, special, actual, or punitive damages, or for any lost revenues or lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder. Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for such damages or lost revenue or lost profit.
- any action, such as Blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unauthorized, fraudulent, or unlawful use of its Service.
- any claim where the Customer indemnifies the Company pursuant to Section 2.5 of this Tariff.
- termination of Service to a Customer pursuant to Sections 2.11 or 2.12 of this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service

2.4.1 The Services offered herein may be used for any lawful purpose, including business, governmental, or other use. There are no restrictions on sharing or resale of Services. 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 will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will 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 DUC or the Company's switch or others.

2.4.2 Service furnished by the Company may be arranged for joint use or authorized use. The Joint User or Authorized User will be permitted to use such Service in the same manner as the Customer, but subject to the following:

- (A) One Joint User or Authorized User must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all Joint Users or Authorized Users in the application for Service. Service orders which involve the start, rearrangement, or discontinuance of joint use or authorized use Service will be accepted by the Company only from that Customer and will be subject to all regulations of this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (Continued)

2.4.2 (Continued)

(B) All charges for the Service will be computed as if the Service were to be billed to one Customer. The Joint User or 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 will be liable to the Company for all charges incurred as a result of its use of the Service. Each joint or Authorized User must submit to the designated Customer a letter accepting contingent liability for its portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or Authorized User understands that the Company will receive a copy of the guaranty from the designated Customer. The Customer will be responsible for allocating charges to each Joint User or Authorized User.

2.4.3 In addition to the other provisions in this Tariff, Customers reselling Services will 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 the Company and the Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.4 Service furnished by the Company will not be used for:

- (A) Any unlawful or fraudulent purposes as defined in this Tariff; or
- (B) Any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, an enhanced or electronic Service provider who has subscribed to Service(s). However, this provision does not preclude an agreement between the Customer, Authorized User, or Joint User to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

2.4.5 A Customer that subscribes to one of the Company's 800/888 Services will provide not less than ten (10) business days' notice prior to implementation of special advertising or other new promotions likely to stimulate usage.

2.4.6 If the Company is notified by the DUC or otherwise reasonably concludes that Customer-provided equipment does not pass back appropriate answer supervision to the DUC's network or the Company's switch, the Company will notify the Customer. If the Customer does not correct the problem and if Customer-provided equipment continues to provide inappropriate answer supervision to the DUC's network or the Company's switch, the Company reserves the right to suspend or terminate the Customer's Service. For Inbound Service, the Company will give the Customer ten (10) days' written notice via certified U.S. Mail of intent to suspend or deny Service due to such non-compliance. For all other Services, the Company will give the Customer five (5) days' written notice of its intent to suspend or terminate Service.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (Continued)

- 2.4.7 A Customer requesting 800/888 Service will supply the following information when requesting Service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new traffic forecast will be submitted quarterly after Service is initiated.
- 2.4.8 The Customer will be billed directly by the LEC, CLEC, DUC, or CAP or any other authorized access provider for the Dedicated Access arrangements selected by the Customer for the provisioning of certain Switched Services or Dedicated Access Services. At the Customer's request, the Company may act as agent in the ordering of such arrangements. If charges are billed by the Company, the Company will pass-through to the Customer the LEC's, CLEC's, DUC's, or CAP's Local Access charges.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 The Customer will indemnify and hold harmless the Company against:

- Claim(s) for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name or service mark arising out of Customer's or End User's material, data, information, or other content transmitted via Service(s).
- Violation(s) by the Customer or End User of any other literary, intellectual, artistic, dramatic, or musical right, or other content transmitted via Service(s).
- Violation(s) by the Customer of the right to privacy.
- Claim(s) of patent infringement arising from combining or connecting Company's switching facilities or the facilities of the DUC with apparatus and systems of the Customer.
- All lost or stolen Prepaid Calling Cards or calling card except as described in Section 2.14 of this Tariff.
- Any other rights whatsoever relating to or arising from message content or the transmission thereof.
- All other claims arising out of any act or omission of the Customer or End User in connection with any Service.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 (continued)

- Any claim asserted against the Company (and all attorney fees and expenses incurred by the Company with respect thereto) arising out of or relating to the failure of the Company to provide Service to Customers, Cardholders, or End Users.
- Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting (1) from Customer (or its employees's agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company Services or prices, or unauthorized or illegal acts of the Customer, its employees, agents, or independent contractor or (2) from claims by third parties that any Prepaid Calling Cards, Authorization Numbers or PINs have been lost, stolen, or fraudulently issued or used; provided, however, that the Company will have no liability hereunder for special or consequential damages incurred by the Company; (3) or in the event that the Company chooses to have the Company print their Prepaid Calling Cards, Company cannot be held liable for delays of delivery or any other problem that are caused by the third party. In no event will the Company be obligated to restore any Prepaid Calling Card account or otherwise reimburse any Cardholder for any calls charged to the Prepaid Calling Card account which such Cardholder denies having made.
- Any claim asserted against the Company (and all attorney fees and expenses incurred by the Company with respect thereto) arising out of or relating to the failure of the Company to provide Service to the Customer.

SECTION 2 - RULES AND REGULATIONS**2.5 Obligations of the Customer (Continued)**

- 2.5.2** The Customer will be responsible for the payment of all charges for Services provided under this Tariff and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the Service(s) furnished under this Tariff unless specified otherwise herein. A Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered in order to be granted tax exempt status. Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. In the event taxes are erroneously paid the Company is not liable for refunding any such payments to the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.
- 2.5.3** The Customer will be responsible for the payment of all charges for Services billed by the Company including those charges that the LEC bills as a billing agent for the Company.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (Continued)

- 2.5.4 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand.

- 2.5.5 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.

- 2.5.6 The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Section 2.3 and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses (including attorneys' fees) and satisfy all judgements which may be incurred by or rendered against the Company in connection therewith.

SECTION 2 - RULES AND REGULATIONS**2.5 Obligations of the Customer (Continued)**

- 2.5.7 The Customer is responsible for payment for all long distance calls originated at the Customer's number(s), billed to a Customer's calling card, terminated on the Customer's 800/888 number, billed to the Customer's authorization code, accepted at the Customer's number, or incurred at the specific request of the Customer. The Customer is responsible for paying all Services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were used fraudulently or used without Customer's knowledge in full or in part.
- 2.5.8 The discontinuance of Service(s) by the Company pursuant to Section 2.10 of this Tariff or if the Customer cancels Service(s) pursuant to Section 2.9 of this Tariff 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 will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity. If Service is terminated pursuant to Sections Section 2.10 of this Tariff or if the Customer cancels Service pursuant to Section 2.9 of this Tariff, the Customer will be deemed to have cancelled Service as of the date of such termination or cancellation and will be liable for any cancellation charges set forth in this Tariff.
- 2.5.9 The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the long distance network. The Customer will ensure that the signals emitted into the network of the DUC or emitted to the Company's switch do not damage 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 will comply with applicable LEC, CLEC, or CAP signal power limitations.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (Continued)

2.5.10 If as a result of inaccurate information provided by the Customer, circuits need to be moved, replaced, or redesigned, the Customer is responsible for the payment of all such charges. In the event the Company incurs costs and expenses 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.

2.5.11 For a Customer subscribing to the Company's Switched Service utilizing Dedicated Access to be exempted from the monthly special access surcharge, the Customer must provide the Company an executed Exemption Certificate. The Customer may only be exempted from the monthly special access surcharge if the Customer's facility:

- terminates on a device incapable of connecting the network of the DUC selected by the Company with the local exchange network; or
- is associated with a Switched Access Service that is subject to carrier common line charges; or
- constitutes a private line facility used for telex service or radio or television transmissions.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (Continued)

2.5.12 The Customer will be liable for:

- (A) Reimbursing the Company for all loss as a result of theft, fire, flood or other catastrophes of Company or DUC provided equipment or facilities on the Customer's Premises.
- (B) Reimbursing the Company for damages to facilities or equipment caused by the negligence or wilful acts of the Customer's officers, employees, agents, contractors, or End User(s).

2.5.13 For Customers that request a custom design for Prepaid Calling Card, the Customer is responsible for all costs incurred by the Company in manufacturing the Prepaid Calling Cards. The Company must approve the content of all customized designs. The Company will deliver to the Customer a prototype of a customized Prepaid Calling Card. The Customer will advise the Company, in writing, of its approval of, or request for revisions of, such prototype prior to the Company's fulfillment of the Customer's order. Any such requested revisions to the customized design will be subject to the Company's approval.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (Continued)

- 2.5.14 Upon the Customer's receipt of Company Prepaid Calling Cards, the Customer will assume all risk of loss or misuse of such Prepaid Calling Cards.
- 2.5.15 In the case of nonworking Accounting Codes, the Customer is responsible for payment of usage charges for long distance calls originated or terminated at Customer's number(s).
- 2.5.16 If a Customer directly or indirectly authorizes third parties to use the Service, the Customer will indemnify and hold the Company harmless against any and all claims asserted by said party, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties or by others as a result of said parties' actions or omissions.
- 2.5.17 Service(s) may be used with or terminated in Customer-provide terminal equipment or Customer-provided communications systems such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at the Customer's premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Commission, including but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Commission.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (Continued)

- 2.5.18 The Customer shall defend and indemnify the Company and its directors, officers, employees, representatives, and agents from any and all claims (including any claims of its Customers or regulatory agencies), taxes, penalties, interest, expenses, damages, lawsuits or other liabilities (including without limitation, reasonable attorney fees and court costs) relating to or arising out of the operation of Customer's business or Customer's failure to perform in accordance with a service agreement signed by the Company and the Customer.
- 2.5.19 The Customer will indemnify and hold the Company harmless against any and all liabilities, costs, damages, and expenses resulting from claims by third parties that any calling card or PIN have been lost, stolen, or fraudulently issued or used; provided, however, that the Company will have no liability hereunder for special or consequential damages incurred by the Company.

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SECTION 2 - RULES AND REGULATIONS

2.6 Obligations of a Reseller

- 2.6.1 The terms and conditions of this Tariff, including but not limited to the obligations contained in Section 2.5 of this Tariff and in Sections 2.6.2 through 2.6.7 of this Tariff, apply to Customers that are Resellers. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company terminating Service(s) without incurring any liability. Notification of termination of Service(s) may be in writing or in another expeditious manner selected by the Company.
- 2.6.2 In the event of non-payment by a Reseller's subscriber, the Company may be requested by the Reseller to block such subscribers's service because of non-payment of charges. Before the Company blocks Service to a Reseller's subscriber, the Reseller must certify that proper notice has been given to the subscriber. Proper notice must meet state and federal rules for Blocking Service due to non-payment. The Reseller is responsible for all costs incurred to disconnect or block the location from Service(s).
- 2.6.3 Resellers will be responsible for paying all taxes, surcharges, and fees based upon the taxing jurisdiction's rules and regulations.
- 2.6.4 Resellers will be responsible for all interaction and interface with their own subscribers. The provision of Company Service will not create a partnership or joint venture between the Company and the Reseller nor result in a joint offering to third parties.
- 2.6.5 Resellers will be responsible for providing all billing, collection, and customer service functions for all of its locations, including resolving any unauthorized presubscription disputes.

SECTION 2 - RULES AND REGULATIONS**2.6 Obligations of a Reseller (continued)**

2.6.6 Resellers must have the appropriate certification in all areas where Service is provided. Resellers are responsible for maintaining all necessary state and F.C.C. tariffs for operating as a Reseller and for obtaining a Certificate of Public Convenience and Necessity and complying with the rules and regulations as set forth by the Florida Public Service Commission. Further, Resellers must assume full responsibility for complying with the Communications Act of 1934, as amended; the Telecommunications Act of 1996; and the rules, regulations, and decisions of the F.C.C. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company immediately and irrevocably terminating Service(s) without incurring any liability. Notification of termination of Service(s) may be done in person or in writing.

2.6.7 If the presubscription of any line of a Reseller is unauthorized, the Company may charge the Reseller for the unauthorized presubscription change charges plus all additional charges imposed and costs incurred. The Reseller is financially liable for all lines at all locations until such time as the lines and/or locations are presubscribed to a different interexchange carrier. In instances where the Reseller has presubscribed lines and/or locations to its Service without proper authorization, the Reseller must:

- (A) Inform the premises owner/occupant at each location of the unauthorized change in IXCs; and**
- (B) Insure that each such location is returned to the IXC of choice; and**
- (C) Pay all applicable conversion charges.**

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Service

2.7.1 General

To obtain service other than the Company's Prepaid Calling Card service, the Applicant must sign a letter of agency. The Applicant must also establish credit satisfactory to the Company as provided in Section 2.7.2.

2.7.2 Establishment of Credit

(A) Applicant

For all services except for the Company's Prepaid Calling Card service, the Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed application, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

(B) Customer

If the conditions of services or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

2.8 Customer Deposits

The Company does not collect deposits for services in this tariff.

SECTION 2 - RULES AND REGULATIONS

2.9 Payment For Services

2.9.1 General

The Company uses direct billing and LEC billing. See Section 3 of this Tariff for a description of services and the billing methods available under each service offering. Charges may be assessed for unbilled traffic up to two years in arrears. For Resellers, the bill format is electronic or tape.

2.9.2 Methods Of Payment

(A) Direct Billing By Company Or Authorized Billing Agent

- .1 Bills are sent to the current billing address no later than thirty (30) days following the close of billing. Call detail is included with the bill. The due date is disclosed on the bill. Payment in full is due within fifteen (15) days of the invoice date on the bill. Charges are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, electronic wire transfer, or by automatic withdrawal from Customer's checking or savings account. Customer may also pay via Credit Card. If paid by check, check should be made payable as named on the bill and should be sent to the address as listed on the bill.
- .2 If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge of 1.5% per month on the delinquent amount. If a direct billed Customer fails to pay a bill within sixty (60) days from the invoice date printed on the bill, the Customer will be billed via LEC billing for the past due amount and any current charges until the Customer has paid in full.

SECTION 2 - RULES AND REGULATIONS

2.9 Payment For Services (continued)

2.9.2 Method Of Payment (continued)

(A) Direct Billing By Company Or Authorized Billing Agent

- .3 With Credit Card billing, the charges for services provided by the Company are billed on the Customer's designated and approved Credit Card bill. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company.
- .4 If the Customer utilizes electronic fund transfer, Customer arranges for the charges for services provided by the Company to be transferred from the Customer's designated checking or saving account into the Company's bank account designated by the Company for this purpose.
- .5 If the Customer utilizes automatic withdrawal, the Customer arranges for the charges for services provided by the Company to be automatically transferred from the Customer's designated checking account at an approved financial institution into the Company's bank account designated by the Company for this purpose.
- .6 If a Customer subscribing to a service that is direct billed is late in paying its bill for two consecutive months, direct payment will no longer be available as a payment option. In order to continue service, the Customer must choose between Credit Card billing, automatic withdrawal from checking or savings account, or LEC billing.

SECTION 2 - RULES AND REGULATIONS

2.9 Payment For Services (continued)

2.9.2 Method of Payment (continued)

(B) LEC Billing

With LEC billing, the Customer's charges for the Company's services are billed with the Customer's bill for local service. Call detail is included with the bill. If LEC billing is utilized, the rules and regulations applying to rendering and payment of bill and late charges are the same as covered in the applicable LEC tariff.

2.9.3 Payment for Prepaid Calling Card Usage

All charges for Prepaid Calling Card services must be paid in advance. No Prepaid Calling Card PIN will be activated until payment, in U. S. Dollars and in full, has been received by the Company. If the Customer pays via check, the PIN is activated after the check clears the bank.

SECTION 2 - RULES AND REGULATIONS

2.10 Customer Service

2.10.1 General

Customer Service may be contacted in writing at 3020 N.W. 33rd Avenue, Ft. Lauderdale, Florida 33311.

2.10.2 Customers Subscribing to Prepaid Calling Card Service

Customers may contact a Customer Service Representative by dialing a toll-free number. The toll-free number is listed on the Prepaid Calling Card. Customer service representatives are available 8:00 AM to 5:00 PM eastern time Monday through Friday excluding holidays. After hours and on holidays, calls go to a voice mail system. If the call is not an emergency, the call will be returned the next business day. If the call is an emergency, the Customer may page the on-call Customer Service Representative.

2.10.3 Customers Subscribing to All Other Services

Customers may contact customer service by dialing a toll-free number. Customer Service Representatives are available 8:00 AM to 11:00 PM eastern time Monday through Saturday excluding holidays. After hours and on holidays, calls go to a voice mail system. If the call is not an emergency, the call will be returned the next business day. If the call is an emergency, the Customer may page the on-call Customer Service Representative.

SECTION 2 - RULES AND REGULATIONS

2.10 Customer Service (continued)

2.10.4 Billing Disputes

Disputes with respect to charges must be presented to the Company in writing within sixty (60) calendar days from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer. Written responses must be sent to the Company's customer service organization as per Section 2.10.1 of this Tariff. If the Customer is not satisfied with the Company's resolution of a billing inquiry or a billing dispute, the Customer may make application to the Commission for review and disposition of the matter.

2.11 Cancellation By Customer

Except for Prepaid Calling Card Service and Service(s) provided under a term plan agreement, a Customer may cancel Service by giving thirty (30) days' written notice to the Company. Such notice should be addressed to the Company's customer service organization at the address specified in Section 2.10.1 of this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.12 Cancellation By Company

2.12.1 Termination Without Notice

Conditions under which the Company may, without notice, terminate Service without liability include but are not limited to:

- (A) Customer provides the Company insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, or pre-arranged Account Code numbers; or
- (B) Customer provides false information or refuses to provide information to the Company regarding their identity, address, or credit-worthiness; or
- (C) Unauthorized or fraudulent procurement of Service, including a misrepresentation of fact relevant to the conditions under which the applicant or Customer obtains or continues to receive Service; or
- (D) Any order or decision of a court or other governmental authority prohibits the Company from offering such Service; or
- (E) The Company deems such refusal or termination necessary to protect the Company or third parties against unauthorized, fraudulent, or unlawful use of any Service, or to otherwise protect the Company's personnel, agents, or Service; or
- (F) Customer's or End User's use of the DUC's network or the Company's switch for any fraudulent, unlawful, or criminal purpose; or

SECTION 2 - RULES AND REGULATIONS

2.12 Cancellation By Company (continued)

2.12.1 Termination Without Notice (continued)

- (G) Customer's or End User's misuse of the DUC's network or the Company's switch; or
- (H) Customer has suspected unauthorized or fraudulent use of Service; or
- (I) Customer's use of Service adversely affects the Service to other Customers; or
- (J) Customer is using the Service for purposes other than those described in this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.12 Cancellation By Company (continued)

2.12.2 Termination With Notice

Conditions under which the Company may, with five (5) days' notice, terminate Service without liability include, but are not limited:

- (A) If the Customer refuses to furnish information to the Company regarding its past or current use of common carrier communication Services or its planned use of Service(s); or
- (B) Nonpayment of any sum due for telephone Service provided hereunder.
- (C) Customer's or End User's use of the Service constitutes a violation of either the provisions of this Tariff, or of any laws, or government rules, regulations, or policies; or
- (D) If Customer refuses to allow Company reasonable access to the Customer's facilities to provision Service(s); or
- (E) Abandonment of the premises served; or
- (F) Customer's check or draft is returned unpaid for any reason, after one attempt at collection.

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SECTION 2 - RULES AND REGULATIONS

2.12 Cancellation By Company (continued)

2.12.2 Termination With Notice (continued)

If the Company delivers the notice to the Customer's premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known billing address and mailed first class or some type of express overnight delivery. The selection of the method of delivery of the notice is made by the Company.

2.12.3 Non-Payment of Charges

Service will not be terminated if the Company receives payment prior to the termination date listed on the termination notice or if the Company and the Customer have entered into a payment arrangement.

2.12.4 Charges Owed

The termination of Service(s) by the Company pursuant to Section 2.12 of this Tariff or the cancellation of Service(s) pursuant to Section 2.11 of this Tariff 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 will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

SECTION 2 - RULES AND REGULATIONS

2.13 Fraud Control

To control fraud, Service may be suspended by the Company without incurring liability by blocking all traffic or by blocking traffic to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk. To control fraud for Prepaid Calling Card Service, the Platform will only authorize one call from an account at the same time. The Platform also limits the number of calls that can be made on an account from a geographic area within a specified period of time.

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SECTION 2 - RULES AND REGULATIONS

2.14 Lost Or Stolen Calling Card Or PIN

Upon knowledge of facts which would alert a reasonable person to the possibility of unauthorized use of the Customer's calling card or PIN, the Customer will alert and give notice to the Company of such facts. Upon receipt of notice, the Company will deactivate the PIN associated with the card. If requested by the Customer, a new calling card and PIN will be issued to the Customer. The Customer will be excused from liability only with respect to unauthorized calls placed after receipt of such notice by the Company.

2.15 Changes to Service Offerings

The Company reserves the right to add, change, or delete DUCs at any time.

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SECTION 2 - RULES AND REGULATIONS

2.16 Customer Satisfaction Guarantee

2.16.1 Customer Subscribes To Access Direct

If during the initial ninety days of Service the Customer is dissatisfied with the quality of the network, customer service, or other Company support and the Company is unable to resolve the problem to the Customer's reasonable satisfaction within fifteen (15) days from receipt by the Company of the Customer's written notice, the Company will at the request of the Customer cancel Service and cancel the Customer's term plan agreement, if one exists, without liability for the cancellation penalty. For the Customer to cancel service under the customer satisfaction guarantee, the Customer must:

- .1 provide the Company a written request for cancellation; and
- .2 provide the Company written notice of the problem within ninety days from Customer's location installation date with the Company as determined by the Company's records; and
- .3 Customer's account balance must be current (no balance older than thirty days); and
- .4 the problem must be attributable to facilities or causes within the Company's reasonable control.

SECTION 2 - RULES AND REGULATIONS

2.17 Application of Charges

2.17.1 Directory Assistance Service

The charge for directory assistance Service applies whether or not the directory assistance bureau furnished the requested telephone number(s) (e.g., where the requested telephone number is unlisted, non-published or no record can be found).

2.17.2 All Usage-Sensitive Long Distance Services

Calls are billed in various timing increments depending on the Service subscribed to by the Customer. Each Service has its own specific initial period and additional period. The length of the initial period and the additional period is shown in Section 3 of this Tariff. For all services, fractions of a billing increment are rounded up to the next higher increment.

Usage charges apply to all completed calls. The usage charges for each completed call during a billing month will be computed. If the charge includes a fraction of a cent of \$.005 or more, the fraction is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent. If the rate for the payphone surcharge contained in Section 4.8.1 of this Tariff includes a fraction of a cent, the amount of the surcharge is rounded up to the next whole cent.

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SECTION 2 - RULES AND REGULATIONS

2.18 Taxes

2.18.1 General

In addition to the charges specifically pertaining to services, certain federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations.

2.18.2 Prepaid Calling Card Services

The rate per unit indicated in Section 4 of this Tariff is inclusive of all surcharges, taxes, and fees except for Point-of-Sale ("sales") taxes.

2.18.3 All Other Services

(A) All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.18 Taxes (continued)

2.18.3 All Other Services (continued)

- (B) In order to be granted tax exempt status, a Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time service is ordered. Failure to provide the required documentation at the time service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's service, and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Company is not liable for refunding the amount of the taxes paid the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of service.

2.19 Restoration of Services

The use and restoration of services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

SECTION 2 - RULES AND REGULATIONS

2.20 Interruption of Service

2.20.1 Recurring Monthly Charges

No credit for recurring monthly charges will be issued for outages less than twenty-four (24) hours in duration. For Customers with service subject to a monthly recurring charge, service interruptions of greater than twenty-four (24) hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the service.

2.20.2 Prepaid Calling Card Calls

Credits will be issued for cut-off or poor transmission. The Customer must call Customer Service to have the account balance restored. Credits will not be issued for a wrong number.

2.20.3 All Other Usage Sensitive Services

Credit allowances for the interruption of usage sensitive service are subject to the general liability provisions set forth in Section 2.3.1 preceding. It shall be the obligation of the Customer to notify the Company immediately 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 by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.

SECTION 2 - RULES AND REGULATIONS

2.21 Term Plans

2.21.1 Customer Cancels Term Plan

If prior to the expiration of a term plan agreement, the Customer cancels the term plan, the Company will bill and the Customer will pay an early termination penalty. To determine the amount of the early termination penalty, multiply 20% times the average monthly usage times the total number of months covered under the term plan agreement. If the Customer cancels a term plan pursuant to Section 2.16 of this Tariff, the early termination penalty does not apply.

2.21.2 Expiration of Term Plan

No later than sixty (60) days prior to the expiration date of a term plan agreement, the Company may give notice to the Customer or the Customer may give notice to the Company of its intent to discontinue service under the conditions of the term plan agreement. If neither the Customer or the Company provides such notice, the term plan will automatically renew for one year.

SECTION 3 - DESCRIPTION OF SERVICES**3.1 Global I - Residential**

Global I - Residential is a combination inbound and outbound long distance pricing plan available to Residential Customers that utilize Switched Access to reach the long distance network of the DUC or the Company switch where available. For inbound or outbound calling, the initial period is thirty (30) seconds or fraction thereof, and the additional period is each six (6) seconds or fraction thereof. Rates are Postalized and vary according to ATU. Customers subscribing to Global I - Residential will be billed by the LEC.

Global I - Residential has four rate steps based on the Customers ATU.

Rate Step	ATU
1	\$0
2	\$10
3	\$25
4	\$50
5	\$100
6	\$250
7	\$500

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SECTION 3 - DESCRIPTION OF SERVICES**3.2 Global I - Commercial**

Global I - Commercial is a combination inbound and outbound long distance plan available to Business Customers that (1) utilize Switched Access to reach the long distance network of the DUC or the Company switch where available; (2) request to be provisioned via this service; and (3) whose ATU is a minimum of \$25 at the time the order is provisioned. For inbound or outbound calling, the initial period is eighteen (18) seconds or fraction thereof, and the additional period is each six (6) seconds or fraction thereof. Rates are Postalized and vary according to ATU. Customer's with an ATU of less than \$500 per month will be LEC billed. Customers with an ATU of \$500 or more per month will be direct billed by the Company or an authorized billing agent. However, if a Customer's actual usage varies significantly from the ATU, the Company may change the method of billing.

Global I - Commercial has four rate steps based on the Customers ATU.

Rate Step	ATU
1	\$0
2	\$10
3	\$25
4	\$50
5	\$100
6	\$250
7	\$500

SECTION 3 - DESCRIPTION OF SERVICES**3.3 Global Affinity Services****3.3.1 Global Group I****(A) General**

Global Group I is a combination inbound and outbound long distance pricing plan available to Customers that (1) utilize Switched Access to reach the long distance network of the DUC or the Company switch where available; and (2) subscribe to the Service via an affinity group. Global Group I is a Postalized long distance pricing plan. For inbound and outbound calling, rates vary according to the number of members in the Affinity Group at the time the Company's Service(s) are initially offered to the members of the Affinity Group. Customers subscribing to Global Group I may be billed via LEC billing or may be direct billed by the Company or an authorized billing agent. The selection of the method of billing is made by the Company. The selection of the rate plan is made by the Affinity Group organizer.

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SECTION 3 - DESCRIPTION OF SERVICES

3.3 Global Affinity Services

3.3.1 Global Group I

(B) Rate Plan 1

Rate Plan 1 is available to members of a Residential Affinity Group. For inbound or outbound calling, the initial period is thirty (30) seconds or fraction thereof, and the additional period is each six (6) seconds or fraction thereof.

(C) Rate Plan 2

Rate Plan 2 is available to members of a Business Affinity Group. For inbound or outbound calling, the initial period is eighteen (18) seconds or fraction thereof, and the additional period is each six (6) seconds or fraction thereof.

(D) Rate Plan 3

Rate Plan 3 is available to an Affinity Group with Residential Customers and/or Business Customers. For inbound or outbound calling, the initial period is thirty (30) seconds or fraction thereof, and the additional period is each six (6) seconds or fraction thereof.

SECTION 3 - DESCRIPTION OF SERVICES**3.3 Global Affinity Services (continued)****3.3.1 Global Group I (continued)****(E) Rate Plan 4**

Rate Plan 4 is available to an Affinity Group that commits to a charitable contribution based on the actual minutes of use. The Customer may donate up to 10% of their paid long distance charges to a charitable organization. The Customer's election of the contribution is valid for one year and must be renewed annually thereafter. The Customer may change their election at any time. For inbound or outbound calling, the initial period is thirty (30) seconds or fraction thereof, and the additional period is each six (6) seconds or fraction thereof.

(F) Rate Steps

Rate Step	ATU
1	\$0
2	\$10
3	\$25
4	\$50
5	\$100
6	\$250
7	\$500

SECTION 3 - DESCRIPTION OF SERVICES**3.4 Global Direct**

Global Direct is a combination inbound and outbound long distance pricing plan available to Business Customers (1) that utilize Dedicated Access to reach the long distance network of the DUC or the Company switch where available; (2) that request to be provisioned via this service; (3) that sign a one, two, or three year term plan; (4) whose ATU is a minimum of \$3,000; and (5) that agree to maintain minimum monthly usage equal to or greater than fifty percent of the Customer's ATU at the time the order is provisioned. The Customer is responsible for obtaining the Dedicated Access to the Company's switch or the DUC's POP. However, the Company will coordinate the ordering and provisioning of the Dedicated Access facility.

For inbound or outbound calling, the initial period is six (6) seconds or fraction thereof, and the additional period is each six (6) seconds or fraction thereof. Customers subscribing to Global Direct will be direct billed by the Company or an authorized billing agent.

Global Direct is a Postalized long distance pricing plan. For inbound and outbound calling, rates vary based on the ATU and length of term plan. If after a three month ramp-up period the Customer fails to maintain minimum monthly usage, the Company will bill the Customer the difference between actual usage and minimum monthly usage. Interstate, intrastate, and international usage will be totaled to determine if minimum monthly usage has been met. If a multiple location Customer fails to satisfy the group minimum monthly usage in a given month, the difference between the Customer's actual usage and its minimum monthly usage will be charged to the location identified as the "main location" for the Customer's account.

SECTION 3 - DESCRIPTION OF SERVICES

3.5 Calling Card Service

3.5.1 General

Calling card Services are available to Customers for use when Customers or End Users are away from their established primary service location. Calling card rates and charges apply to all calling card calls originating and terminating in the State regardless of the billing location of the Customer account. Access to the long distance network for the purpose of billing a call to the Customer's calling card can be from tone-generating or rotary-dial instruments. The Customer or End User may access the long distance network and bill a call to their calling card by dialing 1 plus an 800/888 number plus the called telephone number, the calling card number, and a valid PIN.

3.5.2 ACBL Calling Card

The ACBL Calling Card is available to members of Affinity Group. The card is a custom designed card for members of the American Contract Bridge League. The initial period is six (6) seconds or fraction thereof. The additional period is six (6) seconds or fraction thereof. For Customers subscribing to the ACBL Calling Card, charges are billed monthly on the 25th of each month to the Customer's approved Credit Card.

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SECTION 3 - DESCRIPTION OF SERVICES**3.6 Prepaid Calling Card Services****3.6.1 General**

Prepaid Calling Card service allows Cardholders to obtain a predetermined amount of access to the Company's long distance services. The card is a dollar based service, meaning there is a fixed amount of dollars (i.e., \$5, \$10, \$20, \$50, or some other denomination) available to the Customer who purchases a card. The quantity of dollars is displayed on the card.

Prepaid Calling Card service is offered via "800/888" access numbers and is available to a Cardholder from a touchtone phone. The Cardholder dials a toll-free 800/888 number from anywhere in the United States, Puerto Rico, or the Virgin Islands. The Cardholder hears recorded messages that guide the Cardholder through the Platform. The Platform validates the Cardholder's PIN, determines whether time remains on the card and, if so, completes the call to the called telephone number dialed by the Cardholder. The Cardholder is verbally informed of the available balance of the Prepaid Calling Card account.

Calls are real-time rated during call progression. The total price of each call, including applicable taxes, is calculated on the basis of usage and is deducted from the available account balance associated with each card. The Platform debits the Cardholder's account balance as the Cardholders places a call. The Cardholder receives a warning tone one minute before the balance reaches zero. When the account balance reaches zero, the Cardholder is prompted to enter another valid Prepaid Calling Card number. If the Cardholder fails to enter another valid card number, the call in progress will be terminated. The card expires one year from date of first usage.

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SECTION 3 - DESCRIPTION OF SERVICES

3.6 Prepaid Calling Card Services (continued)

3.6.2 Features

(A) Sequential Calling

Sequential calling allows the Cardholder to make several calls without disconnecting from the Platform after the completion of each call.

(B) Automatic Misdial Correction

Automatic misdial correction allows the Cardholder to clear an error and start over without having to redial the 800/888 access number.

(C) Rechargeable

When the value of the Prepaid Calling Card account reaches zero or at any time prior to the account reaching zero, the Cardholder may add to the prepaid usage level by dialing the Company's toll free Customer Service number listed on the card. Payment may be made by cash, check, money order, cashier's check, or Credit Card.

(D) Disposable

A disposable Prepaid Calling Card is not reusable once the usage has been exhausted.

SECTION 3 - DESCRIPTION OF SERVICES**3.6 Prepaid Calling Card Services (continued)****3.6.3 TravelMax Prepaid Calling Card**

The TravelMax Prepaid Calling Card is a dollar-based disposable card available in denominations of \$10, \$20, \$50, and \$100. The card is available to members of an Affinity Group with membership in excess of 100,000 members. The per minute usage rate varies according to the dollar value of the card. The initial period is one (1) minute or fraction thereof. The additional period is each one (1) minute or fraction thereof. The TravelMax Prepaid Calling Card is a custom designed card for members of the TravelMax travel club.

3.6.4 AATC Prepaid Calling Card

The AATC Prepaid Calling Card is a dollar-based disposable card available in denominations of \$10, \$20, \$50, and \$100. The card is available to members of an Affinity Group with membership in excess of 30,000 members. The per minute usage rate is the same regardless of the dollar value of the card. The initial period is one (1) minute or fraction thereof. The additional period is each one (1) minute or fraction thereof. The AATC Prepaid Calling Card is a custom designed card for members of the All Around Travel Club.

SECTION 3 - DESCRIPTION OF SERVICES

3.7 Directory Assistance

Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party. Directory assistance is available to any Customer that has access to the directory assistance bureau of the DUC. Person-to-person and collect calls to directory assistance are not permitted.

3.8 Timing of Calls

For Customers whose Service is provisioned via the Company's switch, chargeable time begins when the called station answers and the connection is established between the calling station and the called station, miscellaneous common carrier, mobile radio system, or PBX system. Answer detection is determined based on standard industry answer detection methods, including hardware and software answer detection. Chargeable times ends when the either party hangs up thereby releasing the network connection. There are no billing charges applied for incomplete calls. For Customer's whose Service is provisioned directly by the DUC, calls are timed and measured by the DUC.

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SECTION 3 - DESCRIPTION OF SERVICES**3.9 Mileage Measurements**

The distance is measured using the V&H coordinates associated with either the Rate Centers of the originating and terminating stations, or the V&H coordinates associated with the originating and terminating POP. The type of access determines which V&H coordinates are used.

If a call is originated or terminated via Switched Access, the distance is measured using the V&H coordinates associated with the Rate Centers of the originating or terminating station. If the call is originated or terminated via Dedicated Access, the distance is measured using the V&H coordinates associated with the originating or terminating POP.

The rate for a call between access lines associated with stations that use the same central office is the rate for zero miles.

3.10 Determination of Airline Mileage

Calculation of distance is in accordance with the V&H coordinate system. The airline mileage between Rate Centers is determined by applying the formula below to the V&H coordinates associated with the Rate Centers involved. The Company uses the Rate Centers and associated V&H coordinates that are produced by Bell Communications Research in its NPA-NXX V&H Coordinates Tape and in NECA Tariff No. 4.

FORMULA:

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

3.11 Minimum Call Completion Rate

A Customer can expect a call completion rate of not less than 90% during peak use periods for all Feature Group D Services (1+ dialing).

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SECTION 4 - RATES AND CHARGES**4.1 Global I - Residential**

The rate for inbound and/or outbound calls is as follows:

Rate Step	Rate Per Minute
1	\$0.125
2	\$0.105
3	\$0.095
4	\$0.085
5	\$0.075
6	\$0.068
7	\$0.060

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SECTION 4 - RATES AND CHARGES

4.2 Global I - Commercial

The rate for inbound and/or outbound calls is as follows:

Rate Step	Rate Per Minute
1	\$0.125
2	\$0.105
3	\$0.095
4	\$0.085
5	\$0.075
6	\$0.068
7	\$0.060

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SECTION 4 - RATES AND CHARGES**4.3 Global Group I**

The rate for inbound and/or outbound calls is as follows:

Rate Step	Rate Per Minute
1	\$0.125
2	\$0.105
3	\$0.095
4	\$0.085
5	\$0.075
6	\$0.068
7	\$0.060

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SECTION 4 - RATES AND CHARGES**4.4 Global Direct**

For inbound and/or outbound calling, there are two rate elements. They are the length of term plan and the ATU. The per minute rates are as follows:

ATU	Length of Term Plan		
	1 Year	2 years	3 Years
\$3,000 - \$4,999.99	\$0.0700	\$0.068	\$0.065
\$5,000 - \$9,999.99	\$0.065	\$0.065	\$0.065
\$10,000 & Above	\$0.065	\$0.065	\$0.065

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SECTION 4 - RATES AND CHARGES

4.5 Calling Card Service .

4.5.1 ACBL Calling Card

The usage rate is \$.179 per minute.

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SECTION 4 - RATES AND CHARGES**4.6 Prepaid Calling Cards****4.6.1 TravelMax Prepaid Calling Card**

The per minute usage rates are as follows:

Dollar Value of Card	Rate Per Minute
\$10	\$.2800
\$20	\$.2600
\$50	\$.2400
\$100	\$.2200

4.6.2 AATC Prepaid Calling Card

The usage rate is \$.28 per minute.

SECTION 4 - RATES AND CHARGES

4.7 Directory Assistance

The rate is \$.85 per call.

4.8 Miscellaneous Charges

4.8.1 Payphone Surcharge

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a carrier's access code, a subscriber's 800 and other toll-free numbers, calling card, and debit card calls, from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation. The Customer shall pay the Company a per call surcharge of \$.284 per call for all such traffic.

Issued: July 31, 1998

Effective:

Robert Allison, Vice President of Sales
3020 N.W. 33rd Ave., Ft. Lauderdale, Florida 33311

SECTION 4 - RATES AND CHARGES**4.9 Exemptions and Special Rates****4.9.1 Discounts for Hearing Impaired Customers**

Pursuant to Section 25-4.079 (4) of the IXC Rules For Special Rates For Handicapped Customers, a telephone toll message which is communicated using a telecommunications devise for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll charges placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to a 5% discount on dialed calls using Services which have no time-of-day pricing element. Those dialed calls using a Service which have a time-of-day pricing element will receive a credit on a subsequent bill equal to applying the evening rate for calls placed during the daytime rate period and the night rates for evening and night calls.

Pursuant to Section 25-4.160 (1) of the IXC Rules For Special Rates For Handicapped Customers, a telephone toll message placed via the relay service will receive a discount of fifty (50) percent of the time-sensitive element of the call. If either party is both hearing and visually impaired, the discount will be sixty (60) percent of the time-sensitive element of the call. The discounts do not apply to per call charges such as calling card surcharges.

4.9.2 Directory Assistance for Handicapped Person

Pursuant to Section 25-4.115 (3) (a) of the IXC Rules For Special Rates For Handicapped Customers, there will be no charge for up to fifty (50) calls per billing cycle from lines or trunks servicing individuals with disabilities.

ATTACHMENT I

MANAGERIAL CAPABILITY

Glenn M. Gallant is President. In addition to his position with Global Telesys Corporation, Mr. Gallant is a principal, prime shareholder and officer of a variety of communications, computer, financial and travel related industries. A partial list of current companies include: First Independent Computers, Inc., a multi-faceted information service company dedicated to the provision of financial data processing, document management, electronic commerce services and related customer services; TravelMax International, Inc., a NASDAQ public company which utilizes a multi-level marketing organization and provides travel services and agency infrastructure support to its members; Belair Financial Services, Inc., a holding company for the concerns operating the SeaEscape cruise line; and Entertainment Radio, Inc., the operator of an AM frequency radio station in Fort Lauderdale, Florida. Additional companies include a licensed mortgage brokerage company, a real-estate and business brokerage, a chain of travel agencies, real estate holding companies and an operating 200 acre plantation.

Douglas R. Beatz is Secretary, and is the partner to Mr. Gallant in all of the above-named concerns, and is a principal, prime shareholder and officer of each. Additional businesses operated by Mr. Beatz and Mr. Gallant include: Camel Aviation, Inc., owner and operator of airplanes and jets; Century Financial Services, Inc., Century Financial Group, inc., and Berwyn Holdings, Inc., credit card servicing companies, FiScrip, Inc., the designer and developer of Electronic Funds Transfer (EFT) systems utilized for ATM machines, debit card terminals, and various credit card swipe systems; Marketing Magic, Inc., and advertising and marketing firm; and the All Around Travel Club, Inc., a national travel club offering discount travel packages and premiums to its members.

Robert J. Allison is Vice President of Sales. Before coming to Global Telesys Corporation Mr. Allison was carrier account manager at Intermedia Communications. Prior to joining Intermedia Communications, he was District Sales manager at Trescom International prior to joining Trescom, Mr. Allison's experience was in the telecommunications industry which included a five year stint with LDDS/WCOM as a District Sales manager. Mr. Allison has a Bachelors of Arts degree in communications from the University of Colorado and a degree in social psychology from Florida Atlantic University.

ATTACHMENT J

TECHNICAL CAPABILITY

Global Telesys Corporation is a switchless reseller. All switching and transport is provided by the Florida certified underlying carrier.

ATTACHMENT K

FINANCIAL CAPABILITY

CURRENT BALANCE SHEET

CURRENT INCOME STATEMENT

Access Communications Corp.
Balance Sheet
March 31, 1998

ASSETS

Current Assets		
Farmers & Merchants Checking	\$	31,498.37
First Union		6,065.40
Accounts Receivable		277,857.53
Other Receivables		103,000.00
ITS Receivables		13,748.19
Prepaid Expenses		10,075.48
Unbilled Telephone		150,391.71
Prepaid Insurance		466.68
Prepaid Rent		153.70
Total Current Assets		593,257.06
Property and Equipment		
Furniture and Fixtures		1,172.86
Telephone Equipment		6,796.79
Computers & Equipment		2,085.75
Accum. Depreciation-Furniture		<70.00>
Accum. Depreciation-Computers		<66.00>
Accum. Depreciation-Telephone		<405.00>
Total Property and Equipment		9,514.40
Other Assets		
Deposits		110,153.70
Intangible-CIC Code		18,500.00
Accumulated Amortization-CIC		<385.40>
Total Other Assets		128,268.30
Total Assets	\$	731,039.76

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	\$	232,733.35
Accrued Expenses Payable		350,543.97
State-Sales Tax Payable		6.93
Local-Sales Tax Payable		1,489.15
Federal-Sales Tax Payable		7,151.59
Income Tax Payable		21,473.35
Customer Deposits		8,149.39
Total Current Liabilities		621,547.73
Long-Term Liabilities		
Total Long-Term Liabilities		0.00
Total Liabilities		621,547.73
Capital		
Common Stock		1,500.00
Retained Earnings		11,235.16
Net Income		96,756.87
Total Capital		109,492.03
Total Liabilities & Capital	\$	731,039.76

Unaudited - For Management Purposes Only

Access Communications Corp.
Income Statement
For the Three Months Ending March 31, 1998

	Current Month		Year to Date	
Revenues				
Phone Cards Sales-CC Charges	80.00	0.03	580.00	0.09
Telephone Income	295,599.61	95.94	587,867.86	95.49
Phone Card Income	3,455.90	1.12	6,049.64	0.98
Reload Income	8,982.87	2.92	21,154.71	3.44
Total Revenues	308,118.38	100.00	615,652.21	100.00
Cost of Sales				
Telephone Cost	226,141.95	73.39	427,560.87	69.45
Phone Card Costs	4,558.70	1.48	11,886.88	1.93
Phone Card Plastics Cost	49.85	0.02	1,003.85	0.16
Credit Card Discounts	12.96	0.00	39.18	0.01
Commission	1,190.63	0.39	1,190.63	0.19
Total Cost of Sales	231,954.09	75.28	441,681.41	71.74
Gross Profit	76,164.29	24.72	173,970.80	28.26
Expenses				
Advertising and Promotion	1,900.00	0.62	3,075.00	0.50
Insurance - Employee Health	150.00	0.05	300.00	0.05
Work Comp Insurance	58.33	0.02	174.99	0.03
Legal	330.00	0.11	330.00	0.05
Professional Services	7.50	0.00	7.50	0.00
Bank Charges	88.36	0.03	105.81	0.02
Wages Expense	23,692.30	7.69	42,384.62	6.88
Postage	439.73	0.14	940.00	0.15
Other fees & Licenses	2,521.00	0.82	2,521.00	0.41
Interest Expense	34.25	0.01	3,023.85	0.49
Amortization Expense	77.08	0.03	231.24	0.04
Office Rent	215.18	0.07	645.54	0.10
Office Expense	6.21	0.00	407.75	0.07
Telephone	81.05	0.03	158.55	0.03
Pager	7.44	0.00	22.32	0.00
Other Expenses	0.07	0.00	0.15	0.00
Sales Tax Collection Allowance	<30.00>	<0.01>	<90.00>	<0.01>
Franchise Taxes	0.00	0.00	50.00	0.01
FICA	1,468.91	0.48	2,627.83	0.43
Medicare	343.54	0.11	614.56	0.10
FUTA	42.47	0.01	63.39	0.01
SUTA	106.16	0.03	158.48	0.03
Income Taxes	19,461.35	6.32	19,461.35	3.16
Total Expenses	51,000.93	16.55	77,213.93	12.54
Other (Income) Expenses				
Net Income	\$ 25,163.36	8.17	\$ 96,756.87	15.72

Statement of Financial Capability

In the opinion of management, Global Telesys Corporation, has sufficient financial capability to enter the Florida telecommunications market and meet its ongoing obligations. In addition to funds available as shown on the financial statements furnished, Global Telesys Corporation has access to additional funding through financial institutions and if necessary through additional capital from the shareholders.



Robert Allison
Vice President of Sales

July 31, 1998

CERTIFICATION OF FINANCIAL STATEMENTS

OATH

STATE OF FLORIDA

COUNTY OF BROWARD

Personally appeared before the undersigned, an officer duly authorized to administer oaths, Robert Allison who first being duly sworn, deposes and says that he is Vice President of Sales of Global Telesys Corporation, applicant in this application, that he has read the financial statements enclosed herein as Attachment K and knows the contents thereof, and that the statements made herein are true to the best of his knowledge and belief.


(Signature of Affiant)

Subscribed and sworn before me, this
31 day of JULY,
1998.


(Notary Public)

 Michael Manueto
My Commission CO808891
Expires December 18, 2000

(Seal)

My Commission Expires _____