

ORIGINAL

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FAX (212) 891-9598

January 23, 2002

BY OVERNIGHT MAIL

Blanca S. Bayo
Florida Public Service Commission
Division of the Commission Clerk and Administrative Services
2540 Shumad Oak Blvd.
Tallahassee, Florida 32399-0850

030074-TI

Re: Better World Telecom, Inc.'s Application for Certificate of Authority to Resell Interexchange Telecommunications Services

Dear Ms. Bayo:

Better World Telecom, Inc., by its undersigned counsel, respectfully files an original and six (6) copies of Better World Telecom, Inc.'s Application for Certificate of Authority to Resell Interexchange Telecommunications Services. Also enclosed is a check for \$250.00 to cover the requisite filing fee.

Please date-stamp the enclosed extra copy of this filing and return it in the self-addressed, postage-paid envelope provided herein. Should you have any questions concerning this filing, please do not hesitate to contact Harry N. Malone at (202) 424-7500.

Respectfully submitted,


Harry N. Malone

Counsel for Better World Telecom, Inc.

Check received via filing and forwarded to Fiscal for deposit. Please to forward deposit information to Records.

Initials of person who forwarded check:


Enclosures

cc: James Kenefick

03 JAN 24 AM 10:28

DOCUMENT NUMBER-DATE
DISTRIBUTION CENTER
00754 JAN 24 8

This claim of confidentiality was filed by or on behalf of a "teleco" for Confidential Docket. The document is in locked storage pending advice on handling. To access the material, your name must be on the CASR. If undocketed, your division director must obtain written EXD/Tech permission before you can access it.

FPSC-COMMISSION

BETTERWORLD TELECOM
PH. 703-904-4353
11921 FREEDOM DR. SUITE 550
RESTON, VA 20190

FIRST UNION NATIONAL BANK
FIRSTUNION.COM
RESTON, VIRGINIA 22090
ORG 007 R/T 056007604

3776

68-760/560

12/27/2002

PAY TO THE ORDER OF Florida Public Service Commission

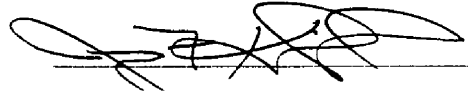
\$ **250.00

Two Hundred Fifty and 00/100*****

DOLLARS

Florida Public Service Commission

MEMO



MP

BETTERWORLD TELECOM

3776

BETTERWORLD TELECOM

3776

**** FLORIDA PUBLIC SERVICE COMMISSION ******DIVISION OF COMPETITIVE MARKETS AND ENFORCEMENT**
CERTIFICATION**Application Form for Authority to Provide
Interexchange Telecommunications Service
Between Points Within the State of Florida****Instructions**

- ◆ This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 17).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

**Florida Public Service Commission
Division of the Commission Clerk and Administrative Services
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770**

Note: **No filing fee is required** for an assignment or transfer of an existing certificate to another company.

- ◆ If you have questions about completing the form, contact:

**Florida Public Service Commission
Division of Competitive Markets and Enforcement
Certification
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600**

DOCUMENT NUMBER-DATE
00754 JAN 24 8
FPSC-COMMISSION CLERK

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

Original certificate (new company).

Approval of transfer of existing certificate: Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.

Approval of assignment of existing certificate: Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.

Approval of transfer of control: Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

Better World Telecom, Inc.

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

Better World Telecom, Inc.

4. Official mailing address (including street name & number, post office box, city, state, zip code):

**11921 Freedom Drive, Suite 550
Reston, VA 20190**

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

BetterWorld does not currently have an office in the State of Florida. If BetterWorld does establish an office in the future, BetterWorld will provide this information to the Commission upon request.

6. Select type of business your company will be conducting (check all that apply):

Facilities-based carrier - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.

Operator Service Provider - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.

Reseller - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.

Switchless Rebiller - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.

Multi-Location Discount Aggregator - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers, then offers resold service by enrolling unaffiliated customers.

Prepaid Debit Card Provider - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

7. Structure of organization;

Individual

Foreign Corporation

General Partnership

Other

Corporation

Foreign Partnership

Limited Partnership

8. **If individual**, provide: Not Applicable.

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ **Fax No.:** _____

Internet E-Mail Address: _____

Internet Website Address: _____

9. **If incorporated in Florida**, provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State Corporate Registration number:**
Not Applicable.

10. **If foreign corporation**, provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State Corporate Registration number:**
5128553

11. **If using fictitious name-d/b/a**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

(a) **The Florida Secretary of State fictitious name registration number:**
Not Applicable.

12. **If a limited liability partnership**, provide proof of registration to operate in Florida:

(a) **The Florida Secretary of State registration number:**
Not Applicable.

13. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.

Not Applicable.

Name: _____
Title: _____
Address: _____
City/State/Zip: _____
Telephone No.: _____ **Fax No.:** _____
Internet E-Mail Address: _____
Internet Website Address: _____

14. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.

(a) **The Florida registration number:** Not Applicable.

15. Provide **F.E.I. Number** (if applicable): 54-2060518

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?
() Yes () No

(b) If not, who will bill for your services?

Name: _____
Title: _____
Address: _____
City/State/Zip: _____
Telephone No.: _____ **Fax No.:** _____

- (c) How is this information provided?

Not Applicable.

17. Who will receive the bills for your service?

- | | |
|---|---|
| <input checked="" type="checkbox"/> Residential Customers | <input checked="" type="checkbox"/> Business Customers |
| <input type="checkbox"/> PATs providers | <input type="checkbox"/> PATs station end-users |
| <input type="checkbox"/> Hotels & motels | <input type="checkbox"/> Hotel & motel guests |
| <input type="checkbox"/> Universities | <input type="checkbox"/> Universities dormitory residents |
| <input type="checkbox"/> Other: (specify) _____. | |

18. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

Name: Harry N. Malone
Swidler Berlin Shereff Friedman, LLP
Title: Counsel to Better World Telecom, Inc.
Address: 3000 K Street, N.W., Suite 300
City/State/Zip: Washington, DC 20007
Telephone No.: (202) 424-7500 **Fax No.:** (202) 424-7645
Internet E-Mail Address: hnmalone@swidlaw.com
Internet Website Address: www.swidlaw.com

(b) Official point of contact for the ongoing operations of the company:

Name: James Kenefick
Title: Chief Executive Officer
Address: 11921 Freedom Drive, Suite 550
City/State/Zip: Reston, VA 20190
Telephone No.: (703) 904-4304 **Fax No.:** (703) 997-4900
Internet E-Mail Address: jfk@betterworldtelecom.com
Internet Website Address: www.betterworldtelecom.com

(c) Complaints/Inquiries from customers:

Name: James Kenefick
Title: Chief Executive Officer
Address: 11921 Freedom Drive, Suite 550
City/State/Zip: Reston, VA 20190
Telephone No.: (703) 904-4304 **Fax No.:** (703) 997-4900
Internet E-Mail Address: wecare@betterworldtelecom.com
Internet Website Address: betterworldtelecom.com

19. List the states in which the applicant:

- (a) has operated as an interexchange telecommunications company.

None.

- (b) has applications pending to be certificated as an interexchange telecommunications company.

Arkansas, Arizona, California, Georgia, Idaho, Illinois, Iowa, Kansas, Kentucky, Louisiana, Massachusetts, Michigan, Montana, Nebraska, Nevada, New Hampshire, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Rhode Island, South Carolina, South Dakota, Texas, Vermont, Washington, Wyoming

- (c) is certificated to operate as an interexchange telecommunications company.

Colorado and Indiana.

- (d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved.

None.

- (e) has had 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.

20. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

- (a) 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.

None.

- (b) an 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.

21. The applicant will provide the following interexchange carrier services \checkmark (check all that apply):

a. _____ **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

b. _____ **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

c. \checkmark _____ **MTS with statewide flat rates per minute (not distance sensitive)**

- _____ Method of access is FGA
_____ Method of access is FGB
 \checkmark _____ Method of access is FGD
_____ Method of access is 800

d. _____ **MTS for pay telephone service providers**

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

f. \checkmark _____ **800 service (toll free)**

g. _____ **WATS type service (bulk or volume discount)**

_____ Method of access is via dedicated facilities

_____ Method of access is via switched facilities

h. _____ **Private line services (Channel Services)**

(For ex. 1.544 mbs., DS-3, etc.)

i. _____ **Travel service**

_____ Method of access is 950

_____ Method of access is 800

j. _____ **900 service**

k. _____ **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

l. **Services included are:**

_____ Station assistance

_____ Person-to-person assistance

_____ Directory assistance

_____ Operator verify and interrupt

_____ Conference calling

22. 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 A.

23. Submit the following:

A. Managerial capability; give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

See Attachment B.

B. Technical capability; give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

See Attachment B.

C. Financial capability.

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

Applicant does not have audited financial statements.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer **affirming that the financial statements are true and correct** and should include:

1. the balance sheet;
2. income statement; and **See Attachment C.**
3. statement of retained earnings.

***NOTE:** This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.*

Further, the following (which includes supporting documentation) should be provided:

1. **A written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service.
3. **A written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

BetterWorld has sufficient financial capabilities to undertake its proposed operations in Florida, to establish and maintain its services, and to comply with all ownership obligations.

Attached hereto as Attachment C are the most recent balance sheet and income statements of BetterWorld. These balance sheets show that BetterWorld has a positive net worth and that BetterWorld has cash flow sufficient to provide its proposed services. Since BetterWorld is a relatively new entity, no financial statements prior to the year 2001 are available. BetterWorld does not maintain audited financial statements. The unaudited financial statements for the year 2001 enclosed herewith in Attachment C are certified to be true and correct (please see the attestation of James Kenefick, Chief Executive Officer, also included in Attachment C).

THIS PAGE MUST BE COMPLETED AND SIGNED

APPLICANT ACKNOWLEDGMENT 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.

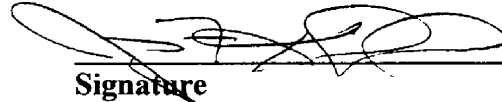
- 2. APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

James Kenefick
Print Name

Chief Executive Officer
Title

(703) 904-4304
Telephone No.


Signature

12/27/02
Date

(703) 997-4900
Fax No.

Address:
11921 Freedom Drive, Suite 550

Reston, VA 20190

THIS PAGE MUST BE COMPLETED AND SIGNED

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

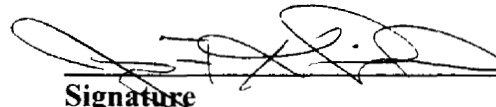
A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be provided in one of the following ways (applicant, please check one):

() The applicant will **not** collect deposits nor will it collect payments for service more than one month in advance.

() The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month. (The bond must accompany the application.)

UTILITY OFFICIAL:

James Kenefick
Print Name


Signature

Chief Executive Officer
Title

12/27/02
Date

(703) 904-4304
Telephone No.

(703) 997-4900
Fax No.

Address:

11921 Freedom Drive, Suite 550

Reston, VA 20190

THIS PAGE MUST BE COMPLETED AND SIGNED

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide interexchange telecommunications service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."

UTILITY OFFICIAL:

James Kenefick

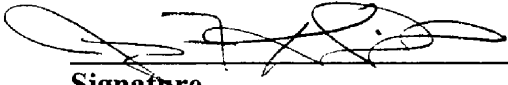
Print Name

Chief Executive Officer

Title

(703) 904-4304

Telephone No.



Signature

12/27/02

Date

(703) 997-4900

Fax No.

Address:

11921 Freedom Drive, Suite 550

Reston, VA 20190

CURRENT FLORIDA INTRASTATE SERVICES

Applicant **has** () or **has not** () previously provided intrastate telecommunications in Florida.

If the answer is has, fully describe the following:

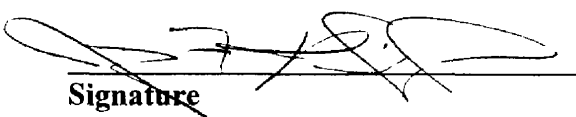
a) What services have been provided and when did these services begin?

_____ b) If the services are not currently offered, when were they discontinued?

UTILITY OFFICIAL:

James Kenefick

Print Name



Signature

Chief Executive Officer

Title

12/27/02

Date

(703) 904-4304

Telephone No.

(703) 997-4900

Fax No.

Address:
11921 Freedom Drive, Suite 550

Reston, VA 20190

ATTACHMENT A

Proposed Tariff

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Better World Telecom, Inc. ("BetterWorld" or "Company"), with principal offices at 11921 Freedom Drive, Suite 550, Reston, Virginia 20190. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: _____

Effective: _____

Issued By: James Kenefick
Chief Executive Officer
11921 Freedom Drive, Suite 550
Reston, VA 20190

CHECK SHEET

The Title Page and Pages 1 through 17 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
Title	Original	16	Original
1	Original	17	Original
2	Original		
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		

Issued: _____

Effective: _____

Issued By: James Kenefick
Chief Executive Officer
11921 Freedom Drive, Suite 550
Reston, VA 20190

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Section 3 – Description of Services	16
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Issued: _____

Effective: _____

Issued By: James Kenefick
Chief Executive Officer
11921 Freedom Drive, Suite 550
Reston, VA 20190

TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.

- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect.

- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1

- 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 pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

Issued: _____

Effective: _____

Issued By: James Kenefick
Chief Executive Officer
11921 Freedom Drive, Suite 550
Reston, VA 20190

SYMBOLS

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

- C - To signify a **changed** regulation.
- D - To signify a **deleted** or **discontinued** rate or regulation.
- I - To signify an **increased** rate.
- M - To signify a **move** in the location of text.
- N - To signify a **new** rate or regulation.
- R - To signify a **reduced** rate.
- T - To signify a change in **text** but no change in a rate or regulation.

Issued: _____

Effective: _____

Issued By: James Kenefick
Chief Executive Officer
11921 Freedom Drive, Suite 550
Reston, VA 20190

SECTION 1 – DEFINITIONS

Authorization Code

A multi-digit code that enables a customer to access Company’s network and enables Company to identify the customer’s use for proper billing. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI)

A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Calling Card

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed.

Commission

The Florida Public Service Commission.

Common Carrier

A company or entity providing telecommunications services to the public.

Company

The term "Company" denotes Better World Telecom, Inc.

Customer

The person, firm, or corporation or other entity which orders or uses service and is responsible for the payment of charges and compliance with the tariff regulations. The term Customer is synonymous with the term “Subscriber.”

Local Access and Transport Area (LATA)

The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, or any other geographic area designated as a LATA in the National Exchange Company Association, Inc. Tariff F.C.C. No. 4.

Subscriber

See “Customer” definition.

Issued: _____

Effective: _____

Issued By: James Kenefick
Chief Executive Officer
11921 Freedom Drive, Suite 550
Reston, VA 20190

SECTION 1 – DEFINITIONS (Cont'd)

Telecommunications

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Issued: _____

Effective: _____

Issued By: James Kenefick
Chief Executive Officer
11921 Freedom Drive, Suite 550
Reston, VA 20190

SECTION 2 – RULES AND REGULATIONS

2.1 Application of Tariff

2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Company for telecommunications between points within the State of Florida. Company's services are furnished subject to the terms and conditions of this tariff.

2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.

2.2 Undertaking of the Company

2.2.1 The Company's services are furnished for communications originating at specified points within the state of Florida under the terms of this tariff.

2.2.2 The Company's services and facilities are provided on a monthly basis with a month considered to have thirty (30) days. Service is provided 24-hours per day, seven days per week.

2.3 Use of Services

2.3.1 Company's services may be used for the transmission of telecommunications by the Customer for any lawful purpose for which the service is technically suited.

2.3.2 The use of Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

2.3.3 The use of Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

Issued: _____

Effective: _____

Issued By: James Kenefick
Chief Executive Officer
11921 Freedom Drive, Suite 550
Reston, VA 20190

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.3 Use of Services (Cont'd)

- 2.3.4 Company's services are available for use twenty-four hours per day, seven days per week.
- 2.3.5 Company does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.3.6 Company's services may be denied for nonpayment of charges or for other violations of this tariff.

2.4 Limitations on Liability

- 2.4.1 Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in this Tariff.
- 2.4.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, regardless of the form of action whether in contract, tort, negligence of any kind whether active or passive, strict liability, or otherwise.
- 2.4.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.4.4 The Company shall not be liable for any claims for loss or damages involving:

Issued: _____

Effective: _____

Issued By: James Kenefick
Chief Executive Officer
11921 Freedom Drive, Suite 550
Reston, VA 20190

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.4 Limitations on Liability (Cont'd)

- A. Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services provided by the Company; or (3) common carriers;
- B. Any delay or failure of performance due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- C. Any unlawful or unauthorized use of the Company's facilities and services;
- D. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided services; or by means of the combination of Company-provided services with Customer-provided facilities or services;
- E. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises;
- F. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- G. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- H. Any noncompletion of calls due to network busy conditions;
- I. Any calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.4 Limitations on Liability (Cont'd)

2.4.5 The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

2.4.6 The Company assumes no responsibility for the availability or performance of any related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

2.4.7 Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

2.4.8 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.5 Responsibilities of the Customer

2.5.1 The Customer is responsible for the payment of all charges for services furnished to the Customer.

2.5.2 The Customer is responsible for compliance with applicable regulations set forth in this tariff.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.5 Responsibilities of the Customer (Cont'd)

2.5.3 The Customer shall indemnify and hold Company harmless from all liability disclaimed by Company as specified in this Tariff, arising in connection with the provision of service by Company.

2.6 Deposits

Company does not require a deposit from the Customer.

2.7 Taxes

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate items and are not included in the quoted rates. Gross receipts tax will not be billed as a separate line item.

2.8 Billing Arrangements

2.8.1 The Customer will be billed directly by Company. Billing is based on a minimum call duration of thirty (30) seconds with six (6) second billing increments thereafter for all services. Call duration is measured from the time hardware or software supervision indicates a connection between the calling and the called stations. There are no charges for uncompleted calls.

2.8.2 Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. Months are presumed to have thirty (30) days. The billing date is dependent on the billing cycle assigned to the Customer.

2.8.3 The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are based on actual usage and are billed monthly in arrears.

2.8.4 Bills are due and payable within eighteen (18) days from the invoice date. Payment may be made by cash, check, money order, or cashier's check.

2.8.5 A late fee of 1.5% monthly or the amount authorized by law, whichever is lower, will be charged on any past due balances. The late fee amount will be assessed from the date payment was due.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.8 Billing Arrangements (Cont'd)

2.8.6 A charge of \$25.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

2.8.7 If Customer fails to perform any of Customer's payment obligations set forth in this tariff, Customer shall pay any and all collection costs and expenses incurred by Company in enforcing or establishing its rights hereunder, including, without limitations, collection agency fees or payments, court costs, arbitration costs and actual attorney's fees.

2.9 Billing Disputes

2.9.1 All bills are presumed accurate, and shall be absolutely binding on the Customer unless objection is received by Company within thirty (30) days after such bills are rendered. Billing disputes should be addressed to Company's customer service organization via telephone at (866) 567-2273, in writing at 11921 Freedom Drive, Suite 550, Reston, VA 20190, or via email at wecare@betterworldtelecom.com.

2.9.2 In the case of a billing dispute between the Customer and Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action within thirty (30) days of the billing date:

- A. First, the Customer may request, and Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- B. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Company, the Customer may file an appropriate complaint with the Florida Public Service Commission. The Commission's address is:

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.9 Billing Disputes (Cont'd)

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
(850) 413-6770

2.10 Cancellation, Discontinuance or Interruption of Services

2.10.1 Cancellation

- A. Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation. Notice will be deemed received upon actual receipt by the Company.
- B. Customer is responsible for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customer will continue to have Company usage until the Customer notifies its local exchange company and changes its long distance company.
- C. Any non-recoverable cost of Company expenditures shall be borne by the Customer if the Customer orders service and then cancels the order before such service begins; or liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges.

2.10.2 Discontinuance

- A. Without incurring liability, upon five (5) working days' (defined as any day on which the Company's business office is open and the U.S. Mail is delivered) written notice to the Customer, Company may immediately discontinue services to a Customer or may withhold the provision of order or contracted services:
 - 1. For nonpayment of any sum due the Company for more than eighteen (18) days after issuance of the bill for the amount due;

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.10 Cancellation, Discontinuance or Interruption of Services (Cont'd)

2. For violation of any provisions of this tariff;
3. For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over Company's services; or
4. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Company from furnishing its services.

2.10.3 Interruptions—Generally

- A. A service is interrupted when it becomes unusable to the Customer, *e.g.*, the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service to be inoperative and is not due to the negligence of the Customer. An interruption period ends when the service is operative.
- C. If the Customer reports a service to be inoperative but declines to release it for testing and repair, the service is considered to be impaired but not interrupted. No credit allowances will be made for a service considered by the Company to be impaired.

2.10.4 Limitations on Interruption Allowances

No credit allowance will be made for any interruption of service:

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B. due to the failure of power, equipment, systems, or services not provided by the Company;

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.10 Cancellation, Discontinuance or Interruption of Services (Cont'd)

- C. due to circumstances or causes beyond the control of the Company;
- D. during any period in which the Customer continues to use the service on an impaired basis;
- E. during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- F. that was not reported to the Company within thirty (30) days of the date that service was affected.

2.10.5 Application of Credit for Interruptions of Service

- A. Credit for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred.
- B. For calculating credit allowances, every month is considered to have thirty (30) days or 720 hours.
- C. No credit allowance is available for an interruption of a continuous duration of less than two (2) hours.
- D. The customer shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the services affected for each hour or major fraction thereof that the interruption continues. The credit formula is: $\text{Credit} = (A/720) \times B$. "A" equals outage time in hours and "B" equals the total monthly charge for the affected utility.

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SECTION 3 – DESCRIPTION OF SERVICES**3.1 Description of Services**

Company provides 24-hour intrastate interexchange telecommunications services, including long distance, toll and calling card telecommunications services. Calls are rated based on the duration of the call without regard to mileage. A minimum call duration is thirty (30) seconds with six (6) second billing increments thereafter for all services.

3.1.1 Long Distance Service

Long Distance Service is offered to residential and business customers. The service permits direct dialed outbound calling at a single per minute rate. A \$2.99 monthly recurring charge applies. No minimum monthly billing requirements apply.

3.1.2 800/888 (Inbound) Long Distance Service

800/888 (Inbound) Long Distance Service is offered to residential and business customers. The service permits inbound 800/888 calling at a single per minute rate. No monthly recurring charges or minimum monthly billing requirements apply.

3.1.3 Calling Card Service

Calling Card Service is a calling card service offered to residential and business customers who subscribe to the Long Distance Service calling plan. Customers using the Company's calling card service access the service by dialing a 1-800 number followed by an account identification number and the number being called. This service permits subscribers utilizing the Company's calling card to make calls at a single per minute rate. No monthly recurring charges or minimum monthly billing requirements apply.

3.2 Calculation of Usage Rates

Billing for calls placed over Company's services is based on the duration of the call. Billing is in six (6) second increments, with a minimum call length of not less than thirty (30) seconds. Call duration is measured from the time hardware or software supervision indicates a connection between the calling and the called station. There are no charges for uncompleted calls.

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SECTION 4. RATES AND CHARGES

This section sets forth the rates and charges applicable to Company's service offerings.

4.1 Long Distance

The Company provides basic 1+ long distance service. The Company will charge a flat rate per minute with no time of day discounts and without regard to mileage for calls originating and terminating in Florida.

- 4.1.1 **Monthly Service Charge** \$2.99
- 4.1.2 **IntraLATA and InterLATA Rate** \$0.10 per minute

4.2 Toll Service

The Company provides a direct access, incoming only 800 service. The Company will charge a flat rate per minute with no time of day discounts and without regard to mileage for calls originating and terminating in Florida.

- 4.2.1 **One-time Setup Fee** \$2.00
- 4.2.2 **Rate** \$0.10 per minute

4.3 Calling Card Service

The Company provides a post-paid calling card service. The Company will charge a flat rate per minute with no time of day discounts and without regard to mileage for calls originating and terminating in Florida.

- 4.3.1 **One-time Setup Fee** \$2.00
- 4.3.2 **Rate** \$0.12 per minute

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ATTACHMENT B

Managerial and Technical Capability

James Kenefick, CEO and Founder

Mr. Kenefick brings 13 years of telecom and Internet experience to Better World Telecom, Inc. He has raised over \$450 million as an entrepreneur and managed over 600 employees prior to founding Better World Telecom, Inc. At BetterWorld, he built its nationwide integrated communications provider consisting of NETel, Epoch, Keystone, and EMC.

In addition, Mr. Kenefick is a two-time E&Y Entrepreneur of the year finalist, member of YEO, YPO, Kauffman CEL Advisory Board, MIT Birthing of Giants, Babson College Graduate, and member of Business for Social Responsibility.

ATTACHMENT C

Financial Statements *(Filed Under Seal)*

Pursuant to FL ST § 366.093 and FPSC Rules of Practice and Procedure 25-22.006, Better World Telecom, Inc. ("BetterWorld") respectfully requests confidential treatment of the financial information attached hereto and submitted under protective seal. The financial information contained herein is confidential and proprietary, and because BetterWorld is a privately-held corporation, this information is not available to the public. Moreover, BetterWorld's competitors in the telecommunications industry would obtain significant economic benefit from this information -- outlining BetterWorld's projected budget, expenditures, and revenues -- which would place BetterWorld at a competitive disadvantage in the telecommunications marketplace. Therefore, BetterWorld respectfully requests that the Commission protect these attachments and not release them to the public without BetterWorld's consent.