

Miami, September 14, 2007

2007 OCT -2 PM 3:28

DIVISION OF  
COMPETITIVE SERVICES

**FLORIDA PUBLIC SERVICE COMMISSION  
2540 SHUMARD OAK BLVD.  
TALLAHASSEE, FL 32399**

070638-TI

**SUBJECT: INTEREXCHANGE COMPANY REGISTRATION FORM AND  
INFORMATION**

Enclosed you will find the Registration form and Tariff Schedule for the Prepaid Calling card service A&D MONTANA CORP. will implement shortly upon complying with State regulations.

Best regards

RECEIVED-FPSC  
07 OCT -3 PM 12:12  
COMMISSION  
CLERK

CMP 1   
 COM \_\_\_\_\_ VP  
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IXC REGISTRATION FORM

070638-TI

Company Name A & D MONTANA CORP.

Florida Secretary of State Registration No. PO5000128219

Fictitious Name(s) as filed at Fla. Sec. of State NONE

Company Mailing Name A & D MONTANA CORP

Mailing Address 5632 SW 40 th Place, Ocala, FL 34474

Web Address NONE

E-mail Address aydmontanacorp@gmail.com

Physical Address 5632 SW 40 th Place, Ocala, FL 34474

Company Liaison JUAN RAMIREZ

Title VP

Phone 954-882-2748

Fax 352-369-8981

E-mail address aydmontanacorp@gmail.com

Consumer Liaison to PSC JUAN RAMIREZ

Title VP

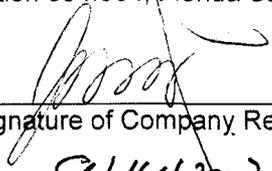
Address 5632 SW 40 th Place, Ocala, FL 34474

Phone 954-882-2748

Fax 352-369-8981

E-mail address aydmontanacorp@gmail.com

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

  
\_\_\_\_\_  
Signature of Company Representative

JOAN RAMIREZ  
\_\_\_\_\_  
Printed/Typed Name of Representative

9/14/07  
\_\_\_\_\_  
Date

DOCUMENT NUMBER-DATE

09081 OCT-30

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A&D MONTANA CORP.

Florida Tariff No. 1  
Original Sheet 1

A&D MONTANA  
TARIFF SCHEDULE  
FOR  
PREPAID CALLING CARD SERVICE IN FLORIDA

ISSUED: September 1, 2007 EFFECTIVE:  
By: Juan Ramirez, Vice President  
5632 SW 40 th Place  
Ocala, FL 34474

DOCUMENT NO. DATE  
09081-07 10/31/07  
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**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 A&D MONTANA CORP., with principal offices at 5632 SW 40 Th Place, Ocala, FL 34474. 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: September 1, 2007 EFFECTIVE:  
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Ocala, FL 34474

**CHECK SHEET**

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

SHEET	REVISION
1	Original

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**SYMBOLS SHEET**

**D** - Delete Or Discontinue

**I** - Change Resulting In an Increase to A Customer's Bill

**M** - Moved From another Tariff Location

**N** - New

**R** - Change Resulting In a Reduction To A Customer's Bill

**T** - Change in Text or Regulation But No Change In Rate Or Charge

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**TARIFF FORMAT SHEETS**

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. 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 page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various Suspension periods, deferrals, etc, the FPSC follows in their tariff approval process; the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).i.
  - 2.1.1.A.1.(a).i.(i).
  - 2.1.1.A.1.(a).i.(i).(1).

**D. Check Sheets –**

When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it(i.e., the format, etc. remains 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 sheet is the most current on file with the FPSC.

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line** - An arrangement which connects the customer's location to the Company's network switching center.

**Authorization Code** - A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes.

**Company or Carrier** - A&D MONTANA CORP.

**Customer** - the person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

**Day** - From 7:00 AM up to but not including 9:00 PM local time Sunday through Friday.

**Night** - From 9:00 PM up to but not including 7:00 AM.

**Week end** From Friday 9:00PM up to but not including 7:00 AM Monday

**Off-hook** – the condition that exists when an operational telephone instrument or other user instrument is in use.

**On-hook** – the condition that exist when an operational telephone, or other instrument, is not in use.

**Reseller** – A customer, which purchase Service from the Company through a Service Agreement and resells service to its End Users or other licensed Carriers. End Users of a Reseller are not Customers of the Company. A Reseller must be authorized to operate in Florida before it can resell Services to its End Users.

**Telecom Unit** - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Florida.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

**Underlying Carrier** - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

**VoIP (Voice over IP)** - A term used in IP telephony for a set of facilities for managing the delivery of voice information using the Internet Protocol (IP).

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

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

The Company's installs operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

**2.2 Limitations**

2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.

2.2.2 The Company's reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control: or when the customer is using service in violation of the law or the provisions of this tariff.

**SECTION 2 - RULES AND REGULATIONS** continued

**2.2 Limitations (Cont.)**

2.2.3 All facilities provided under this tariff are directly controlled by the Company and the customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.4 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

**2.3 Liabilities of the Company**

2.3.1 The Company's liability arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the aforementioned faults in transmission occur, unless ordered by the Commission.

2.3.2 The Company shall be indemnified and held harmless by the customer against:

- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.
- (B) All other claims arising out of any act or omission of the customer in connection with any service or facility provided by the Company.

**SECTION 2 - RULES AND REGULATIONS** continued

**2.4 Interruption of Service**

2.4.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the customer, or due to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in Subsection 2.3.1. It shall be the customer's obligation to notify the Company immediately of any service interruption 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 equipment, if any, furnished by the customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.

2.4.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.

2.4.3 The customer shall be credited for an interruption of more than Twenty-four hours as follows:

Credit Formula:

$Credit = A/720 \times C$

"A" - outage time in hours

"B" - each month is considered to have 720 hours

"C" - total monthly charge for affected facility

**SECTION 2 - RULES AND REGULATIONS** continued

**2.5 Disconnection of Service by Carrier**

The company (carrier), upon 5 working days written notice to the Customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- 2.5.1 Non-payment of any sum due to carrier for regulated service for more than thirty days beyond the date of rendition of the bill for such service.
- 2.5.2 A violation of any regulation governing the service under this tariff.
- 2.5.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.
- 2.5.4 Service may be disconnected without notice for tampering with company equipment, for interfering with the service to other customers, for fraud, or in the event of a hazardous condition.

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**SECTION 2 - RULES AND REGULATIONS** continued

**2.6 Deposits**

The Company does not require a deposit from the customer.

**2.7 Advance Payments**

For customers will supply advance payment for all service. The Company reserves the right to collect an amount corresponding for the amount of minutes of service acquired in each calling card.

**2.8 Taxes**

All state and local taxes (i.e., gross receipts tax, sales tax, and municipal utilities tax) are listed on customer bills as separate line items and are not included in the quoted rates.

**2.9 Billing of Calls**

All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

**SECTION 3 - DESCRIPTION OF SERVICE****3.1 Timing of Calls****3.1.1 When Billing Charges Begin and End For Phone Calls**

The customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver,(i.e. when 2 way communications, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

**3.1.2 Billing Increments**

The minimum call duration for billing purposes is 1 minute for a connected call and calls beyond 1 minute are billed in 1 minute and fractions of a minute increment.

**3.1.3 Per Call Billing Charges**

Billing will be rounded up to the nearest penny for each call.

**3.2 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

**FORMULA:**

The square root of:  
$$\sqrt{(V1 - V2)^2 + (H1 - H2)^2}$$
  
10

**3.3 Minimum Call Completion Rate**

A customer can expect a call completion rate (number of calls completed / Number of calls attempted) of not less than 90% during peak use periods .

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**SECTION 3 - DESCRIPTION OF SERVICE** continued**3.4 Service Offerings****3.4.3 X-10 Calling Card Service**

X-10 Calling Card Service is a calling card service offered to residential and business customers who subscribe to the X-10 Long Distance Service calling plan. Customers using the Carrier's calling card service access the service by dialing the following numbers in each city.

- Miami                    305-507- 4762            786-522-1598
- Orlando                407-373-2280
- West Palm              561-282-9217
- St. Petersburg        727-214-1428
- Tampa                  813-283-2078
- Fort Lauderdale      954-678-2696            954-678-2697
- Ocala                    352-342-9809
- CUSTOMER SERVICE (CHARGED)  
                                 1800-210-8414

numbers followed by an account identification number and the number being called. This service permits subscribers utilizing the Carrier's calling card to make calls at per minute rate determined for each destination country. Calls are billed in one (1) minute increments after the initial minimum period of one (1) minute and fractions form then on. There are no nonrecurring or monthly recurring charges.

Countries included in the long distance service are all those in the following regions of the world,

Mexico

Central America

Guatemala

Costa Rica

Belize

El Salvador

Honduras

Nicaragua

Panama

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Caribbean

Dominican Republic  
Cuba  
Puerto Rico  
Haiti  
Jamaica  
Grand Caiman  
Trinidad and Tobago  
Aruba  
Barbados  
Bahamas

South America

Colombia  
Venezuela  
Ecuador  
Peru  
Bolivia  
Chile  
Argentina  
Uruguay  
Paraguay  
Brazil  
Guyana

**3.4.4 Operator Services**

The Company's operator services are provided to residential and business customers who "**presubscribed**" to this service for intrastate calling. Operator services include the completion of collect, station-to-station, person-to-person, third party billing and credit card calls with the assistance of a Carrier operator. Each completed operator assisted call consists of two charge elements (except as otherwise indicated herein): (i) a fixed operator charge, which will be dependent on the type of billing selected (e.g., calling card, collect or other) and/or the completion restriction selected (e.g., station-to-station or person-to-person); and (ii) a measured usage charge dependent upon the duration, distance and/or time of day of the call.

**3.4.4.A Operator Dialed Surcharge**

This surcharge applies to calls when the customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and

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requests the operator to dial the called station. The surcharge does not apply to:

- 1) Calls where a customer cannot otherwise dial the call due to defective equipment or trouble on the X-10 Communication, Inc. network; and
- 2) Calls in which a Company operator places a call for a calling party who is identified as being handicapped and unable to dial the call because of his/her handicap. The Operator Dialed Surcharge applies in addition to any other applicable operator charges.

### 3. 9. 3 Prepaid Calling Card Service

The Company may at some time produce and arrange for distribution and sale of wholesale Prepaid Calling Cards. These Prepaid Calling Cards will be brand marked by "Starlight International, Inc.", and exclusively utilize the Company's long distance network for both domestic and international calling.

- A. End-Users may purchase the Company's Prepaid Calling Cards at a variety of retail outlets or through other distribution channels.
- B. Prepaid Calling Card Services will be available with card face values of five dollars (\$5.00) and ten dollars (\$10.00) and any combination of one-dollar (\$1.00) U.S. and fraction increments.
- C. Prepaid Calling Card value is printed on the card in either dollars or minutes.
- D. The Prepaid Calling Card usage procedure consist of:
  1. The end-user will dial either a local number or a toll free number, as applicable to the end-users locality, whichever is printed on the card.
  2. Upon connection to the Company's switch, the end-user is prompted by an automated voice response system to enter the Authorization Code specific for the end-user's card.

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3. Following verification by the Company's switch, the end-user is prompted to enter the called-to-number and/or terminating number.
4. Company answer supervision equipment verifies called-to-number has gone "off-hook" when the called-to-number is answered, and the Company's calling card billing platform begins metering the completed call for duration.
5. Upon call completion, when the Company's answer supervision indicates to the billing platform the called-to-number has gone "on-hook" and/or "hangs up", the total consumed Telecom Units for the call is deducted from the remaining Telecom Unit balance on the end-user's Prepaid Calling Card.

**SECTION 3 – SERVICE DESCRIPTION (continued)**

**3.9 Service Offerings (continued)**

3.9.3 Prepaid Calling Card Service (continued)

- E. All calls must be charged against a Prepaid Calling Card that has a sufficient telecom Unit balance.
  - 1. An end-user's call will be interrupted by a mechanical automated voice announcement when the balance is about to be depleted.
  - 2. In order to continue the call, the end-user can either call the toll free number on the back of the Prepaid Calling Card for service and "recharge" the balance on the card using a nationally recognized credit card, or the end-user can throw the card away and purchase a new one.
  - 3. The Company will terminate calls in progress if the balance of the Prepaid Calling Card's is insufficient to continue the call and the end-user fails to enter the number of another valid, Company issued, Prepaid Calling Card.
  
- F. A Company issued Prepaid Calling Card will expire on the date indicated on the card, or if no date is specified, (12) twelve months from the date of first usage, or the date of last recharge, whichever is later. The Company will not refund unused balances.
  
- G. Prepaid Calling Card Credit Allowance:
  - 1. A credit allowance is applicable for, but not limited to, calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call.
  - 2. To receive a credit allowance the end-user must notify the Company by using the designated toll-free number printed on the Prepaid Calling Card and report the trouble experienced (e.g., cut-off, noisy circuit, no response, etc.) and the approximate time that the call was placed.

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3. When a call charged to a Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions; the end-user will receive a credit equivalent to the call duration.

### **SECTION 3 – SERVICE DESCRIPTION (continued)**

#### **3.9 Service Offerings (continued)**

##### **3. 9. 3. Prepaid Calling Card Service (continued)**

- H. Credit for failure of service shall also be allowed for failure of power, equipment, or systems, which are provided for and are the responsibility of the Company if such failures occur while a completed call is in progress.
- I. Credit allowances will not be given for interruptions that are due to the failure of power, equipment or systems not provided by the Company.
- J. Credit allowances will not exceed the issued card face value as shown in B. above.
- K. The Company will block all calls beginning with the NPA “900” and NXX “976” calls, therefore such calls cannot be completed.

### **SECTION 4 – RATES**

#### **4.1 X-10 Calling Card Service**

Our prepaid calling cards will only allow placing calls to other countries. In the annex you will find the basic description of our international calling card rates. For this reason we don't show any specific interstate rates.

Plan is billed in full minute and fraction increments.

We will offer only two price level cards

#### **Prepaid Calling Card Rates**

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**Prepaid Calling Card # 1**

Prepaid card	\$ 5.00
Rate per minute:	depends on country and city out side the USA
Maintenance Surcharge:	\$.35 per week
Per Call Surcharge	\$.00
Payphone Surcharge:	\$.99

**Prepaid Calling Card # 2**

Prepaid Card	\$ 10.00
Rate per minute:	depends on country and city out side the USA
Maintenance Surcharge	\$.25 per week
Per Call Surcharge	\$.25
Payphone Surcharge	\$.99

**4.2. Operator Services (For presubscribed customers)**

**4.3 Determining Applicable Rate in Effect.** For the initial minute, the rate applicable at the start of chargeable time at the calling station applies. For additional minutes, the rate applicable is that rate which is in effect at the calling station when the additional minute(s) begin. That is, if chargeable time begins during the Day Period, the Day Rate applies to the initial minute and to any additional minutes that the call continues during the rate period. If the call continues into a different rate period, the appropriate rates from that period apply to any additional minutes occurring in that rate period. If an additional minute is split between two rate periods, the rate period applicable at the start of the minute applies to the entire minute.

**4.4 Special Promotions** The company will, from time to time, offer special promotions to its customers waiving certain charges. These promotions will be approved by the FPSC with specific starting and ending dates, and be made part of this tariff.