

TITLE SHEET

MINNESOTA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Wholesale Carrier Services, Inc. ("WCS"), with principal offices at 7200 W. Camino Real, Suite 303, Boca Raton, Florida 33433. This tariff applies for services furnished within the State of Minnesota. This tariff is on file with the Minnesota Department of Commerce, and copies may be inspected, during normal business hours, at the company's principal place of business.

Issued: June 13, 2002

Effective:

By:

Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None

Issued: June 13, 2002

Effective:

By:

Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

CHECK SHEET

The Sheets 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 on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	27	1st Revised*
2	Original	28	1st Revised*
3	1st Revised*	29	Original
4	Original	30	Original
5	Original	31	1st Revised*
6	Original	31.1	Original*
7	Original	31.2	Original*
8	Original	32	Original
9	1st Revised*		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		

* New or Revised Sheet

Issued: July 19, 2002 Effective: July 26, 2002
By: Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

TABLE OF CONTENTS

	Page
Title Sheet.....	1
Concurring, Connecting or Other Participating Carriers.....	2
Check Sheet.....	3
Table of Contents.....	4
Tariff Format.....	5
Symbols.....	6
Section 1 - Technical Terms and Abbreviations.....	7
Section 2 - Rules and Regulations.....	9
2.1 Undertaking of the Company.....	9
2.2 Use of Services.....	10
2.3 Liability of the Company.....	11
2.4 Responsibilities of the Customer.....	13
2.5 Cancellation or Interruption of Service.....	15
2.6 Credit Allowance.....	17
2.7 Restoration of Service.....	18
2.8 Deposit.....	18
2.9 Advance Payments.....	18
2.10 Payment and Billing.....	19
2.11 Collection Costs.....	20
2.12 Taxes.....	20
2.13 Late Charge.....	20
2.14 Returned Check Charge.....	20
2.15 Reconnection Charge.....	20
Section 3 - Description of Service.....	21
3.1 Computation of Charges.....	21
3.2 Customer Complaints and/or Billing Disputes.....	22
3.3 Level of Service.....	23
3.4 Billing Entity Conditions.....	23
3.5 Service Offerings.....	24
Section 4- Rates.....	29

Issued: June 13, 2002

Effective:

By:

Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

TARIFF FORMAT

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 pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets 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 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. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

Issued: June 13, 2002

Effective:

By:

Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

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 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: June 13, 2002

Effective:

By:

Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Company's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the Minnesota Department of Commerce.

Company or WCS - Used throughout this tariff to mean Wholesale Carrier Services, Inc., a Florida Corporation.

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

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

Issued: June 13, 2002

Effective:

By:

Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

Resp. Org - Responsible Organization or entity identified by a Toll-Free service Customer that manages and administers records in the toll free number database and management system.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the company's point of presence.

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.

Issued: June 13, 2002

Effective:

By:

Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

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

This tariff contains the regulations and rates applicable to intrastate telecommunications services and alternate operator services provided by the Company for telecommunications between points within the State of Minnesota. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record all applicants and Customers subject to Minn. Rules pt. 7810.1500 through pt. 7810.1700. The service application shall not in itself obligate the Company to provide services. The Company 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 a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

N

Issued: July 19, 2002

Effective: July 26, 2002

By:

Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

-
- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of the 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.

Issued: June 13, 2002

Effective:

By:

Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

-
- 2.2.3 The use of the 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.
- 2.2.4 The Company's services are available for use 24 hours per day, seven days per week.
- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.7 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by an act of God, fire, war, civil disturbance, or act of government.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

Issued: June 13, 2002

Effective:

By:

Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

Issued: June 13, 2002
By:

Effective:
Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express or implied, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.4 Responsibilities of the Customer

2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.

2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.

2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.

2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.

2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.

Issued: June 13, 2002

Effective:

By:

Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

-
- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible to pay any applicable installation charge.

Issued: June 13, 2002

Effective:

By:

Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

2.5.1 The Company may discontinue service to a Customer under the following conditions after giving Customer five (5) days' (excluding Sundays and legal holidays) notice:

2.5.1.A For failure of the Customer to pay a bill for service when due;

2.5.1.B For failure of Customer to meet Company's deposit and credit requirements;

2.5.1.C For failure of the Customer to make proper application for service;

2.5.1.D For Customer's violation of any of the Company's rules on file with the Commission;

2.5.1.E For failure of the Customer to provide the Company reasonable access to its equipment and property;

2.5.1.F For Customer's breach of the contact for service between Company and Customer;

2.5.1.G For a failure of the Customer to furnish service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service; or

Issued: June 13, 2002

Effective:

By:

Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

- 2.5.1.H When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.5.2 The Company may discontinue service to a Customer without notice under the following conditions: (i) in the event of tampering with the Company's equipment; (ii) in the event of a condition determined to be hazardous to the Customer, to other customers of the Company, to the Company's equipment, the public, or to employees of the Company; or (iii) in the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- 2.5.3 Service will not be disconnected on any Friday, Saturday, Sunday or legal holiday, or any time when the Company's business offices are not open to the public, except where an emergency exists.
- 2.5.4 Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

Issued: June 13, 2002
By:

Effective:
Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

2.6 Credit Allowance

2.6.1 Credit may be given for disputed calls, on a per call basis.

2.6.2 Credit shall not be issued for unavailability of long distance services.

Issued: June 13, 2002

Effective:

By:

Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company does not require deposits to commence service.

2.9 Advance Payments

At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's estimated service and/or installation charges which may be applicable, in addition to such special construction and installation charges as are to be borne by applicant. The amount of the advance payment is credited to the customer's account on the first bill rendered. Federal, State or Municipal governmental agencies may not be required to make advance payments.

Issued: June 13, 2002

Effective:

By:

Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

2.10 Payment and Billing

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. Interest at the rate of 1.5% per billing cycle, or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 30 days after rendition of bills.
- 2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. The initial billing may, at Company's option, also include one month's estimated usage billed in advance. Thereafter, charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company.

Issued: June 13, 2002**Effective:****By:****Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433**

2.11 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.12 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

2.13 Late Charge

A late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

2.14 Returned Check Charge

A fee of \$20.00 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.15 Reconnection Charge

A reconnection fee of \$25.00 per occurrence will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

Issued: June 13, 2002**Effective:****By:****Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433**

SECTION 3 - DESCRIPTION OF SERVICE**3.1 Computation of Charges**

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. All calls are rounded up to the next whole increment.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

Issued: June 13, 2002**Effective:****By:****Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433**

3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

**7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433
(888) 280-4927**

Any objection to billed charges should be reported promptly 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. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled. If after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101-2147
Toll Free: (800) 657-3782
Telephone: (651) 296-0406
TTY: (651) 297-1200

Issued: June 13, 2002

Effective:

By:

**Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433**

If a Customer accumulates more than One Hundred Dollars of undisputed delinquent Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free telephone number will appear on the Customer's bill.

Issued: June 13, 2002

Effective:

By:

Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

3.5 Service Offerings**3.5.1 1+ Dialing**

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The Customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

3.5.2 Travel Cards

The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

3.5.3 Toll-Free Service

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

Issued: June 13, 2002**Effective:****By:****Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433**

3.5.4 Reserved For Future Use

Issued: June 13, 2002

Effective:

By:

Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

3.5.4 Reserved For Future Use (Cont'd).

Issued: June 13, 2002

Effective:

By:

Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

3.5.6 Alternate Operator Services

Operator Assisted Calling is available for use by transient end users. Service is only available where facilities and equipment permit. Calls are billed in one minute increments, with additional per call charges reflecting the level of operator assistance and billing method.

3.5.6.1 Operator Service Charges

Each Operator Assisted call incurs a per call operator service charge in addition to per minute usage charges. Operator service charges are not discounted for time of day and are as follows:

- A. Customer Dialed Calling Card Call
This charge applies in addition to the normal long distance usage charges for calls placed utilizing an authorized telephone Calling Card. The Customer must dial all of the digits required to route and bill the call where the capability exists for the Customer to do so.

Issued: July 19, 2002
By:

Effective: July 26, 2002
Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

N

N

-
- B. Operator Station
This charge applies in addition to the normal long distance usage charges for non Person-to-Person calls billed to a Calling Card, Collect or to a Third Party and using operator assistance.

 - C. Person-to-Person
This charge applies in addition to the normal long distance usage charges for calls placed to a particular party at the destination number and billed to a Calling Card, Collect, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

N
|
N

3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

Issued: July 19, 2002

Effective: July 26, 2002

By:

Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

SECTION 4 - RATES

4.1 1+ Dialing

\$0.15

A \$4.95 per month service charge applies.
Billed in one minute increments.

4.2 Travel Cards

\$.199 per minute

A \$.25 per call service charge applies.
Billed in one minute increments.

Issued: June 13, 2002

Effective:

By:

Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

4.3 Toll Free

\$0.15

A \$10 per month per number service charge applies.
Billed in one minute increments.

4.4 Reserved For Future Use

Issued: June 13, 2002

Effective:

By:

Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

4.5 Directory Assistance

\$.95

4.6 Returned Check Charge

\$20.00

4.7 Local Operator Assisted Calling

A. Local Usage Charges

For billing purposes, Local Pay Telephone Service calls are measured in five (5) minute increments following an initial period of five (5) minutes.

Per Five Minutes \$0.25

B. Local Per Call Charges:

In addition to usage charges, one of the following per call operator service charges applies:

Customer Dialed Calling Card \$1.25

Operator Station

Billed Collect \$3.95

Billed to Third Party \$3.95

Billed to Other \$3.95

Person-to-Person \$4.90

N
|
N

Issued: July 19, 2002

Effective: July 26, 2002

By:

Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

4.7.1 IntraLATA Operator Assisted Calling

A. IntraLATA Usage

DAY	EVENING	NIGHT/WEEKEND
\$0.400	\$0.400	\$0.400

B. IntraLATA Per Call Charges:

In addition to usage charges, one of the following per call operator service charges applies:

Customer Dialed Calling Card	\$1.25
Operator Station	
Billed Collect	\$3.95
Billed to Third Party	\$3.95
Billed to Other	\$3.95
Person-to-Person	\$4.90

N

N

Issued: July 19, 2002

Effective: July 26, 2002

By:

Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433

4.7.2 InterLATA Operator Assisted Calling

A. InterLATA Usage

DAY	EVENING	NIGHT/WEEKEND
\$0.400	\$0.400	\$0.400

B. InterLATA Per Call Charges:

In addition to usage charges, one of the following per call operator service charges applies:

Customer Dialed Calling Card	\$1.25
Operator Station	
Billed Collect	\$3.95
Billed to Third Party	\$3.95
Billed to Other	\$3.95
Person-to-Person	\$4.90

N
|
N

Issued: July 19, 2002 Effective: July 26, 2002
By: Chris S. Barton, President
 7200 W. Camino Real, Suite 303
 Boca Raton, Florida 33433

4.7 Rate Periods

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		
5 p.m. to 11 p.m.*	Evening Rate Period		Evening Rate Period
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

* To, but not including
When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

4.8 Payphone Dial Around Surcharge

A dial around surcharge of \$.50 per call will be added to any completed INTRASTATE toll access code and subscriber toll-free 800/888 type calls placed from a public or semi-public payphone.

Issued: June 13, 2002
By:

Effective:
Chris S. Barton, President
7200 W. Camino Real, Suite 303
Boca Raton, Florida 33433