

FILE COPY

INITIAL TARIFF

TITLE SHEET

TARIFF APPLICABLE TO
INTEREXCHANGE RESELLER SERVICES
WITHIN THE COMMONWEALTH OF PENNSYLVANIA
PROVIDED BY
Telecarrier Services Inc.

Telecarrier Services Inc. tariff is in concurrence with all applicable State and Federal Laws (including but not limited to, 52 Pa. Code, 66 Pa. D.S., the Telecommunications Act of 1996, and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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APPLICATION OF TARIFF

This tariff contains the regulations and charges applicable to intrastate interexchange telecommunications resale services provided by Telecarrier Services Inc. to customers within the Commonwealth of Pennsylvania.

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**CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS AND
BILLING AGENTS**

Concurring Carriers - None

Connecting Carriers - None

Other Participating Carriers - None

Billing Agents - None

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SYMBOLS

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

- (C) - To signify a change
- (D) - To signify a decrease in rate
- (I) - To signify an increase in rates

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TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages 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. Page 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 PA PUC. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- 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.
- D. Check Sheets** - When a tariff filing is made with the PA PUC, 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. remain the same, just revised revision levels on some sheets.)

SECTION 1.0 - DEFINITION OF TERMS

Access Line - An arrangement which connects the Customer's location to Telecarrier Services Inc. switching center or designated point of presence.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

Commercial Credit Card Call - A billing arrangement by which a call may be charged to an authorized major commercial credit card.

Customer Dialed Calling Card Call - A service whereby the End User dials all of the digits necessary to route and bill the call.

Customer or End User - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Company or Carrier - Telecarrier Services Inc. unless otherwise clearly indicated by the context.

Commission - The Pennsylvania Public Service Commission.

Day - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Equal Access - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, customers presubscribe their telephone line(s) to their preferred interLATA carrier.

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SECTION 1.0 - DEFINITION OF TERMS, (CONT'D.)

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

HITDR - Highest Interexchange Transporter Daytime Rate

HITC - Highest Interexchange Transporter Charge or Surcharge

Holidays - The Company observes the following holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

LEC - Local Exchange Company.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

TSI - Used throughout this tariff to mean Telecarrier Services Inc.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purposed of rating calls.

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SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

Service is offered to residential and business Customers of the Company to provide direct dialed, inbound toll-free number service and travel card services for communications originating and terminating partially or wholly within the State of Pennsylvania, using the Company's network configuration. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 TSI reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All services and facilities provided under this tariff are directly or indirectly controlled by TSI and the Customer may not transfer or assign the use of service or facilities without 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 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.4 Liabilities of Company**

- 2.4.1 Except as stated in this section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- 2.4.2 The liability of the Company, if any, 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 in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.4.3 TSI shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over TSI or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.4 Liabilities of Company, (Cont' d.)

- 2.4.4** TSI is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions stated above.
- 2.4.5** TSI shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.
- 2.4.6** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.
- 2.4.7** Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.5 Deposits

The Company does not normally require deposits from customers, however deposits may be required of customers who do not meet the company's credit requirements, or for whom no credit history is available.

2.6 Advance Payments

The Company does not normally require advance payments from customers, however it reserves the right to collect an advance payment of one month's estimated charges. The advance payment is applied to the following month's bill for service.

2.7 Taxes

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate line items and are not included in the quoted rates, unless otherwise provided in Section 4 of this tariff.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.8 Payment and Credit Regulations****2.8.1 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to TSI or an authorized billing agency of TSI. Terms of payment shall be subject to the rules of regulatory agencies, such as the Public Service Commission of Delaware. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Past due amounts are subject to a 1.5% late payment penalty.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.8 Payment and Credit Regulations, (Cont'd.)****2.8.2 Deposits**

The Company does not normally collect deposits from customers. However, deposits may be required from customers whose credit history is unacceptable or unavailable. Deposits are collected in accordance with the rules of the Commission. This includes filing with the Commission a bond with a corporate surety licensed guaranteeing the repayment of all advance payments upon termination of service.

2.8.3 Advance Payments

For Customers whom the Company feels an advance payment is necessary, TSI reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

In the event that the Company collects an advance payment for customers, all rules and regulations of the Commission apply pertaining to advance payments will apply. This includes filing with the Commission a bond with a corporate surety licensed guaranteeing the repayment of all advance payments upon termination of service.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.9 Right to Backbill for Improper Use of the Company's Service**

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

2.10 Billing Entity Conditions and Billing Dispute

When billing functions on behalf of TSI are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. Billing disputes shall be processed by the Company or its billing agent consistent with PA PUC regulations at 52 Pa. Code Chapter 64. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact TSI directly. If there is still a disagreement about the disputed amount after investigation and review by TSI or other service provider, the Billed Party has the option to pursue the matter with the PA PUC's Bureau of Consumer Services, Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg, Pennsylvania 17105-3265 and 1-800-782-1110.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.11 Compliance with Regulatory Requirements**

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the PA PUC.

2.12 Interconnection

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

2.13 Denial of Access to Service by the Company

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

- 2.13.1** Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;
- 2.13.2** Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to TSI operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or
- 2.13.3** The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- 2.13.4** Failure to pay a previously owed bill by the same Customer at another location.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.14 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 2.13, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

2.15 Reinstitution of Service

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstatement of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstated (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.16 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service are limited the initial minimum period charge incurred to re-establish the interrupted call.

2.17 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

2.18 Toll Free Numbers

TSI will make every effort to reserve "vanity" toll free numbers on the Customer's behalf, but makes no warranty or guarantee that the "vanity" number(s) will be available for use by the Customer.

If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in toll free service to another carrier (i.e. "porting" of the toll free number), including a request for a Responsible Organization (Resp Org) change, until such charges are paid in full.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.19 Responsibilities of the Subscriber

- 2.19.1** The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 2.19.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by TSI on the Subscriber's behalf.
- 2.19.3** If required for the provision of TSI's Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to TSI.
- 2.19.4** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and TSI when required for TSI personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of TSI's Services.
- 2.19.5** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with TSI's facilities or services, that the signals emitted into TSI's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.19 Responsibilities of the Subscriber, (Cont' d.)

- 2.19.6** If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to TSI's equipment, personnel, or the quality of Service to other Subscribers or Customers, TSI may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, TSI may, upon written notification, terminate the Subscriber's service.
- 2.19.7** The Subscriber must pay TSI for replacement or repair of damage to the equipment or facilities of TSI caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.
- 2.19.8** The Subscriber must pay for the loss through theft or fire of any of TSI's equipment installed at Subscriber's premises.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.20 Responsibilities of Authorized Users

- 2.20.1** The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.
- 2.20.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.20.3** The Authorized User is responsible for providing TSI with a valid method of billing for each call. TSI reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or TSI may refuse to place the call.

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES

3.1 General

TSI offers direct dialed (1+) service, inbound toll-free number service, travel card and debit card services for communications originating and terminating within the United States under terms of this tariff.

Each Customer is charged individually for each call placed through the Company. Charges will vary by service offering, class of call, time of day, day of week, class of call and/or call duration.

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.2 Timing of Calls

Billing for calls placed over the TSI network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1 Call timing begins when the called party answers the call (i.e., when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3 For billing purposes, minimum call duration periods vary by service and are specified by product or option in subsequent sections of this tariff.
- 3.2.4 For billing purposes, usage after the initial period varies by service and is specified by product or option in subsequent sections of this tariff.
- 3.2.5 The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call or for a wrong number, TSI will reasonably issue credit for the call.

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.3 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call. The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

- Step 1 Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.
- Step 2 Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the Difference between the "H" coordinates.
- Step 3 Square the differences obtained in Step 2.
- Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

Install Equation Editor and double-click here to view equation.

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.4 Quality and Grade of Service Offered

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 90% during peak use periods. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)
3.5 Direct Dial 1+ Service

Direct Dial 1+ Service allows Customers to make 1+ direct dialed calls from presubscribed switched or dedicated access lines. This service is available from equal access end offices only.

3.5.1 Direct Dial Switched Silver Service

Direct Dial Switched Silver Service allows Customers to make 1+ direct dialed calls from presubscribed switched access lines. This service is available from equal access end offices only. Customers access the service via switched access lines. All Customers are eligible to subscribe to this service.

For billing purposes, call timing is measured in six (6) second increments after the initial minimum period of thirty (30) seconds.

	Minimum	Maximum
Per minute rate:	\$ 0.099	HITDR

3.5.2 Direct Dial Switched Gold Service

Direct Dial Switched Gold Service allows Customers to make 1+ direct dialed calls from presubscribed switched access lines. This service is available from equal access end offices only. Customers access the service via switched access lines. All TSI local exchange Customers are eligible to subscribe to this service.

For billing purposes, call timing is measured in six (6) second increments after the initial minimum period of thirty (30) seconds.

	Minimum	Maximum
Per minute rate:	\$ 0.099	HITDR

* *HITDR - Highest Interexchange Transporter Daytime Rate.*

** *HITC - Highest Interexchange Transporter Charge or Surcharge*

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.5 Direct Dial 1+ Service, (Cont'd)****3.5.3 Dedicated Direct Dial Service**

Dedicated Direct Dial Service allows Customers to make 1+ direct dialed calls. Customers access the service via dedicated or special access T-1 (1.544 Mbps) lines. Service is available only where T-1 access is available. The Customer is responsible for payment charges associated with the dedicated T-1 circuit. Such charges are normally billed by and paid directly to the access provider (i.e. local exchange carrier). All Customers are eligible to subscribe to this service.

For billing purposes, call timing is measured in six (6) second increments after the initial minimum period of thirty (30) seconds.

	Minimum	Maximum
Per minute rate:	\$ 0.059	HITDR

* *HITDR - Highest Interexchange Transporter Daytime Rate.*

** *HITC - Highest Interexchange Transporter Charge or Surcharge*

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)
3.6 Inbound Toll Free (i.e. 800/888) Service

Inbound Toll Free Service provides an inbound toll free calling service to TSI Customers. The TSI Customer is billed for each toll free call, rather than the call originator. Toll free calls may be originated from any location throughout the continental United States. Calls terminate to the TSI toll free Customer via switched or dedicated access lines.

3.6.1 Inbound Switched Silver Service

Inbound Switched Silver Service provides an in-bound toll free calling service to TSI Customers. Calls terminate to the TSI Toll Free Customer via switched access lines. All Customers are eligible to subscribe to this service.

For billing purposes, call timing is measured in (6) second increments after the initial minimum period of thirty (30) seconds.

	Minimum	Maximum
Per minute rate:	\$ 0.099	HITDR

3.6.2 Inbound Switched Gold Service

Inbound Switched Silver Service provides an in-bound Toll Free calling service to TSI Customers. Calls terminate to the TSI Toll Free Customer via switched access lines. All TSI local exchange Customers are eligible to subscribe to this service.

For billing purposes, call timing is measured in six (6) second increments after the initial minimum period of thirty (30) seconds.

	Minimum	Maximum
Per minute rate	\$ 0.099	HITDR

* *HITDR - Highest Interexchange Transporter Daytime Rate.*

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.6 Inbound Toll Free (i.e. 800/888) Service, (Cont'd)****3.6.3 Dedicated Toll Free Service**

Dedicated Toll Free Service calls terminate to the TSI Toll Free Customer via dedicated T-1 (1.544) access lines. Service is available only where T-1 access is available. The Customer is responsible for payment charges associated with the dedicated T-1 circuit. Such charges are normally billed by and paid directly to the access provider (i.e. local exchange carrier). All TSI Customers are eligible to subscribe to this service.

For billing purposes, call timing is measured in full one (1) minute increments.

	Minimum	Maximum
Per minute rate:	\$ 0.059	HITDR

* *HITDR - Highest Interexchange Transporter Daytime Rate.*

** *HITC - Highest Interexchange Transporter Charge or Surcharge*

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.7 Travel Card**

TSI Travel Card provides telecommunications services and optional enhanced service to customers while traveling away from the office or home. Customers must dial a Toll-Free (i.e. 800/888) access number followed by their authorization code to make a call or use the service. A monthly credit limit will be assigned to each card for fraud protection. Customers have the option of raising or lowering the limit amount to best suit their calling practices.

For billing purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute.

	Minimum	Maximum
Per minute rate:	\$ 0.150	HITDR

* *HITDR - Highest Interexchange Transporter Daytime Rate.*

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.8 Debit Card Service

The Company offers four (4) different types of debit cards. The 4 debit cards are the Basic Card, the Florida Card, the Mexico Card and the Asia Card. The difference in the cards is the rates, as some cards provide better rates to a specific region of the world.

Debit Card Service permits Customers to purchase a debit card to which call charges are consumed on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has \$2.00 and \$5.00 of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call. The card value expires six (6) months after first use of the new card or of the replenished card, whichever is applicable.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

MINIMUM

Per Minute Rate	1st Minute	Add'l Minute
Basic Debit Card Rate	\$ 0.380	\$ 0.190
Florida Card Rate	1.110	0.110
Mexico Card Rate	0.250	0.250
Asia Card Rate	0.250	0.250

MAXIMUM

Per Minute Rate	1st Minute	Add'l Minute
Basic Debit Card Rate	HITDR	HITDR
Florida Card Rate	HITDR	HITDR
Mexico Card Rate	HITDR	HITDR
Asia Card Rate	HITDR	HITDR

Monthly Service Charge - See FCC Tariff #3.

* *HITDR - Highest Interexchange Transporter Daytime Rate.*

** *HITC - Highest Interexchange Transporter Charge or Surcharge*

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.9 Debit Card Sponsor Program**

The Debit Card Sponsor Program is offered to individuals, organizations or commercial entities for distribution to their members, patrons, or customers. The marketing channel, marketing vehicle and expiration period is selected by the Sponsor upon joint agreement between the Company and the Sponsor. The Sponsor is responsible for obtaining all necessary permissions for the use of any trade mark, trade name, service mark or other image on the card. The Sponsor may distribute the Carrier's Sponsor Program debit card accounts at reduced rates or free of charge to end users for promotional purposes. At the option of the Sponsor, these cards may not be replenishable.

The service permits Customers to purchase a prepaid card to which call charges are consumed on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has \$2.00 and \$5.00 of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.9 Debit Card Sponsor Program, (Cont'd)

Option 1: Non-renewable Sponsor Account bearing the Sponsor's Marks with an expiration date set for the latter of six months after issuance or six months after the card's last use. The Initial Account Balance of each Customer Account is set by the Sponsor in conjunction with the Company's technical capabilities.

Option 2: Renewable Sponsor Account bearing the Sponsor's Marks with expiration at the latter of six months after issuance or six months after the card's last use. The Initial Account Balance and the minimum Renewal amount are set by the Sponsor in conjunction with the Company's technical capabilities.

3.9.1 Debit Card Sponsor Program Rates

Sponsor Service may be provided to Customers as a no-charge complimentary item at the direction and expense of the sponsor.

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)
3.10 Casual Calling Service

Casual Calling Service allows end users to obtain TSI service and become Customers of TSI without the necessity of presubscription of their local lines. Customers utilizing Casual Calling Service shall access TSI by dialing an access code in the form of 10XXX or 101XXXX, where AX@ is a 3 or 4 digit Carrier Identification Code (CIC) assigned to Carrier and provided to Customer. When dialing, the access code shall be followed by the normal sequence of 1+Area Code+Number. Calls placed using Casual Calling Service are billed to Customer through the serving Local Exchange Carrier.

3.10.1 Casual Calling Silver Service

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

Per Minute Rate	Minimum
All calls 20 minutes or more in duration	\$ 0.149
All calls less than 20 minutes in duration	\$ 0.199
Per Minute Rate	Maximum
All calls 20 minutes or more in duration	HITDR
All calls less than 20 minutes in duration	HITDR

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** *HITC - Highest Interexchange Transporter Charge or Surcharge*

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)
3.10 Casual Calling Service, Cont'd**3.10.2 Casual Calling Gold Service**

All TSI local exchange Customers making Casual Calls receive the rates noted below.

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

Per Minute Rate	Minimum
All calls 20 minutes or more in duration	\$ 0.129
All calls less than 20 minutes in duration	\$ 0.159
Per Minute Rate	Maximum
All calls 20 minutes or more in duration	\$ 0.129
All calls less than 20 minutes in duration	\$ 0.159

* *HITDR - Highest Interexchange Transporter Daytime Rate.*

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.11 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the A#@ symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

	Minimum	Maximum
Per Call Surcharge:	\$0.50	HITC

* *HITDR - Highest Interexchange Transporter Daytime Rate.*

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.5.5 Directory Assistance**

Directory Assistance is available to Customers of TSI. A Directory Assistance charge applies per intrastate Directory Assistance call made from points within the Commonwealth of Massachusetts. The Customer may make up to two (2) requests for a telephone number on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number. Discounts are not applicable to Directory Assistance charges.

No charge applies for Directory Assistance calls from residential presubscribed accounts or pay telephones. Each business account will receive ten (10) direct dialed calls to Directory Assistance for each business line or trunk presubscribed to the Company's service. The call allowance for centrex main station lines is 10 calls per equivalent number of PBX trunks.

If a Customer has two or more main telephone exchange lines, centrex station lines, or PBX trunk lines terminating at the same premises, connected to the same central office, in the same billing period and billed to the same number, the total allowance is applied to the total usage for the lines or trunks involved. Directory Assistance requests for telephone numbers which are nonlisted or nonlisted and nonpublished are exempt from the charge and shall not be included in the ten call allowance.

Single line business or residence exchange lines may be registered for exemption with the Carrier in those instances when one of the users of the line is legally blind, or visually or physically handicapped as defined by the Federal Register, Vol. 35, No. 126. Exchange lines of the Commonwealth of Massachusetts and its political subdivisions are also exempt from Directory Assistance charges.

	Minimum	Maximum
Per call to directory assistance:	\$0.95	HITC

* *HITDR - Highest Interexchange Transporter Daytime Rate.*

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SECTION 4.0 - MISCELLANEOUS SERVICES**4.1 Late Payment Charge**

A late fee of 1.25% per month will be charged on any past due balance.

4.2 Return Check Charge

A return check charge will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to Pennsylvania law and Commission regulations.

	MINIMUM	MAXIMUM
Return Check Charge	\$0.00	HITC

4.3 Directory Assistance

Directory Assistance is available to Customers of TSI service. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

	MINIMUM	MAXIMUM
Directory Assistance, Per Call		
InterLATA Directory Assistance	\$0.00	HITC
IntraLATA Directory Assistance	\$0.00	HITC

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SECTION 5.0 - PROMOTIONS

5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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SECTION 6.0 - CONTRACT SERVICES**6.1 General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

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