

**First Choice Technology, Inc.**  
903 Lake Lily Drive, Suite A125 (T)  
Maitland, Florida 32751

Cal. P.U.C. 1-T  
1<sup>st</sup> Revised Title Sheet  
Cancels Original Title Sheet

**Interexchange Services Tariff**

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Tariff Schedule

Applicable to

California Intrastate InterLATA and IntraLATA Toll

Interexchange Telephone Communications

of

**FIRST CHOICE TECHNOLOGY, INC.**

**U-6948-C**

Advice Letter No.4  
Decision No. 05-05-021

Issued By:  
Scott Howsare  
President

Date Filed: 6/16/2010  
Effective: 7/1/2010

First Choice Technology, Inc.  
903 Lake Lily Drive, Suite A125 (T)  
Maitland, Florida 32751

Cal. P.U.C. 1-T  
1<sup>st</sup> Revised Sheet 1  
Cancels Original Sheet 1

**Interexchange Services Tariff**

**TARIFF CHECKING SHEET**

Current sheets in this tariff are as follows:

<u>Sheet</u>	<u>Revision</u>
Title	1 <sup>st</sup> Revised*
1	1 <sup>st</sup> Revised*
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original

\* - indicates sheets revised in this filing.

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**Interexchange Services Tariff**

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**Interexchange Services Tariff**

**PRELIMINARY STATEMENT**

This tariff contains all effective rates, rules and information applicable to First Choice Technology, Inc.

The Company has been granted the authority to provide 24-hour interLATA and intraLATA intrastate long distance telephone services between points in California.

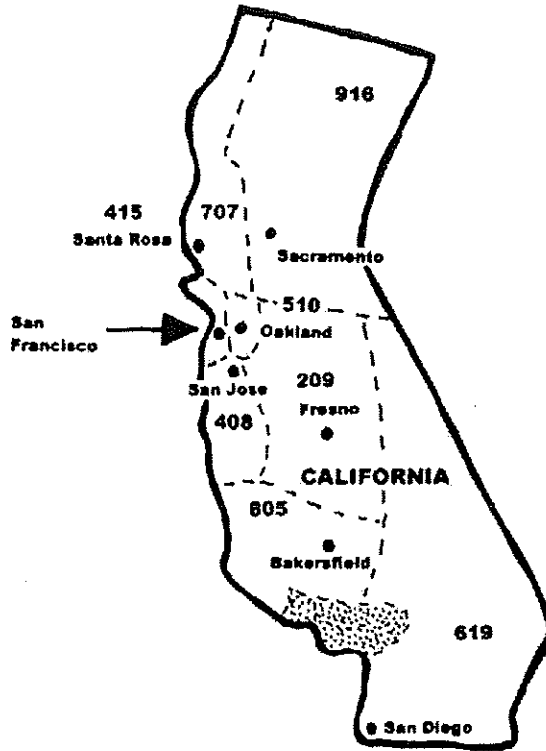
**SYMBOLS USED IN THIS TARIFF**

- (C) To signify changed listing, rule or condition which may affect rates or charges.
  - (C) (R) a change reducing rates
  - (C) (I) a change increasing rates
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase, whether major or minor.
- (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text, but no change in rate, rule or condition.

**Interexchange Services Tariff**

**SERVICE AREA MAP**

The services offered under this tariff are on a statewide basis (all of California) as shown on the following map.



**First Choice Technology, Inc.**  
601 N. Orlando Ave., Suite 211  
Maitland, Florida 32751

Cal. P.U.C. Schedule 1-T  
Original Sheet 5

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**Interexchange Services Tariff**

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**APPLICABILITY**

This tariff is applicable to monthly long distance intraLATA and interLATA toll services within the State of California.

**TERRITORY**

The Company renders both interLATA and intraLATA toll service throughout the territory it serves and as shown in its tariff schedules.

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Advice Letter No. 1  
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Scott Howsare  
President

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**Interexchange Services Tariff**

**RATES AND CHARGES**

- A. Outbound 1+ Service  
\$0.045 per minute.  
Billed in six (6) second increments.
- B. Inbound 8XX Service  
\$0.045 per minute.  
Billed in six (6) second increments.
- C. Dedicated Service  
\$0.02 per minute.  
\$2,000.00 commitment required.  
Billed in six (6) second increments.
- D. Travel/Calling Card Rates  
\$0.119 per minute.  
Billed in 60 second increments
- E. PICC Charge  
\$4.31 per month. Applies to business customers only.
- F. Directory Assistance  
Charge per Call:       \$0.95

**Interexchange Services Tariff**

**TAXES AND SURCHARGES**

A. Applicable Taxes

In addition to the charges specifically pertaining to the Company's services, mandated federal, state and local surcharges, taxes, and fees will be applied. In compliance with Resolution T-16901, December 2, 2004, the California surcharges and fees collected by the Company will concur with the current surcharges filed by Pacific Bell (d/b/a SBC California) in its joint tariff for surcharges and fees.

B. Pay Telephone (Payphone) Surcharge

A surcharge shall be assessed for each call made from a pay telephone to an 8xx number or using a travel card and dialing the carrier prefix in the form 101XXXX. Although collected on the customer's bill, this charge is reimbursed to pay telephone service provider.



**Interexchange Services Tariff**

**RULES**

Rule 1 - Definitions

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Company - First Choice Technology, Inc.

Completed Calls - Calls answered on the distance end. In the event an uncompleted call appears on a customer's bill, a credit will be issued when brought to the Company's attention by the customer.

Customer - The person, firm, corporation or other entity which uses, caused the use of, or allows the use of the Carrier's communication network and/or services and is thereby responsible for the payment of charges and for compliance with the Carrier's tariff regulations.

Customer Provided Equipment - Terminal equipment provided by a customer.

Day Rates - apply to all calls that occur from 8:00 A.M. to 4:59 P.M. Monday through Friday, except on Carrier recognized Holidays.

Disconnection - The disconnection of a circuit, dedicated access line or port connection being used for existing service.

Evening Rates - apply to all calls that occur from 5:00 P.M. to 10:59 P.M. Sunday through Friday.

Holiday - Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

Night/Weekend Rates apply to all calls that occur from 11:00 P.M. to 7:59 A.M. all days; from 8:00 A.M. to 10:59 P.M. Saturday; and from 8:00 A.M. to 4:59 P.M. Sunday.

**Interexchange Services Tariff**

**RULES** (continued)

Rule 1 - Definitions

Major Rate Increase - Means any rate increase that is not a minor rate increase as defined in Rule 1 of this tariff.

Minor Rate Increase - Refers to a rate increase which (i) represents less than a 1% increase of the Company's total California intrastate revenue compared to the rates and transactions in effect over the most recently completed fiscal year of the Company and (ii) is less than 5% of the rate for the affected service. Increases shall be cumulative, such that if the sum of the proposed rate increase and rate increases that took effect during the preceding 12-month period for any service would not be a minor rate increase, then any rate increase that would otherwise be a minor rate increase shall be deemed a major rate increase.

Premises - The space designated by a customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of as well as space at the customer's place of business.

Station - A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.

Terminal Equipment - Devices, apparatus, and their associated wiring such as teleprinters, telephone hand sets, or data sets.

**Interexchange Services Tariff**

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**RULES** (continued)

**Rule 2 - Description of Service**

The Company provides interexchange carrier 24-hour interLATA and intraLATA intrastate long distance telephone services between points in California.

**Rule 3 - Customer Application for Service**

Customers desiring service will be asked to complete an application form. On the Company's receipt of the signed form, the Company will accept or reject an order within three business days. The service application is merely a request for service and does not in itself bind the Company to service except under specific conditions, which must be agreed to, in writing, by an authorized agent of the Company, nor does it bind the applicant to subscribe to the service.

**Rule 4 - Contracts or Agreements**

No specific contracts with customers currently exists. Any specific contracts with customers in the future will be filed with the Commission to become effective in 40 days. No standard contract form for offering specialized facilities or services are currently established by the Company.

**Interexchange Services Tariff**

**RULES** (continued)

**Rule 5 - Special Information Required on Forms**

No special information is required on any forms to be used by the Company.

**Rule 6 - Establishment and Re-establishment of Credit**

The Company reserves the right to examine the credit record and check the references of all applicants and customers. The carrier may examine the credit profile/record of any applicant prior to accepting the service order or customer deposit. These shall not in themselves obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. If service is denied, customer deposits will be returned immediately.

**Rule 7 - Deposits**

A deposit up to an amount equaling two (2) month's actual or estimated charges for the service provided may be required when the Company determines that such a deposit is necessary based on the customer's payment history, credit rating or other information. The Company will require a deposit to establish or re-establish service only if the applicant is unable to demonstrate acceptable credit to the satisfaction of the Company. Failure to provide a social security number shall not be cause for requiring a deposit. The Company will not require for its own benefit a deposit for services provided by another carrier, or refuse to accept a deposit in lieu of demonstrating satisfactory credit.

In the event of cancellation, the deposit will be applied toward the subscriber's final bill and any remainder will be returned within 60 days after the service is discontinued. Deposits will be returned after one year if bills were paid on a timely basis.

Deposits shall earn on the monthly, unused balance not less than simple annual interest based on the three-month financial commercial paper rate published by the Federal Reserve Board, on November 30<sup>th</sup>, of the prior year. The deposit will be considered returned after a reasonable effort has been made by the Company to return it to the customer.

**Interexchange Services Tariff**

**RULES** (continued)

**Rule 8 - Notices**

Any notice the Company may give to a customer will be given orally or by written notice mailed to the customer's billing address or to such address as may be subsequently given by the customer to the Company.

Except for cancellation of service or as otherwise provided by these rules, any notice from any customer may be given by the customer or any authorized representative to the Company's business office orally or by written notice mailed to the Company's business office. Notice of service cancellation will be in writing.

**Rule 9 - Rendering and Payment of Bills**

- (a) Billing periods are monthly.
- (b) The billing date is dependent on the billing cycle assigned to the customer.
- (c) The initial billing may consist of one month's estimated usage billed in advance. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and non-recurring charges for services ordered will be billed monthly in advance.
- (d) Bills are due and payable upon receipt of the invoice. The total invoiced amount must be paid within 22 days of the invoice mailing date or the bill will be considered past due. Bills not paid by the date specified above are subject to a late fee equal to 1.5% of the overdue balance. Customers will not be liable for late payment charges on disputed amounts that are resolved in the customer's favor. Customer's service may be terminated if service is not paid for by the 30th day past the billing date after written notice has been provided.
- (e) The Company is not responsible for local telephone charges incurred by the customer in gaining access to the Company's network.
- (f) A charge of \$15.00 will apply for all dishonored checks issued to the Company.

**Interexchange Services Tariff**

**RULES** (continued)

**Rule 10 - Disputed Bills**

In the case of a billing dispute between the customer and the Company for service furnished to the customer, which cannot be settled with mutual satisfaction, the customer can take the following course of action within 60 days of the disputed bill's billing date.

- (a) First, the customer may request, and the Company will perform, an in-depth review of the disputed amount and will provide the customer with its determination within 30 days. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection. During the Company's investigation, no late charges or penalties will be collected on the disputed amount and the charge will not be sent to collection nor any adverse credit report made based on non-payment of the disputed charge. If the subscriber prevails in its claim, then no late charge or penalty will be imposed on the amount in dispute. The Company will not disconnect service to the customer before 7 calendar days after the date the Company notifies the customer in writing of the results of its investigation. In no event will the Company disconnect service prior to the due date on the bill.
- (b) Second, if there is still disagreement about the disputed amount after the investigation and review by a manager of the Company, the customer may appeal to the CPUC's Consumer Affairs Branch ("CAB") for its investigation and decision.
- (c) To avoid disconnection of service, the customer must submit the claim to the CAB, and, if the bill has not been paid, deposit the amount in dispute with the CPUC. The disputed amount must be made payable to the CPUC. No late charge or penalty may be imposed on the amount in dispute deposited with the CPUC. During the CAB review, no late charges or penalties may be collected, the charge may not be sent to collection, and no adverse credit report may be made based on non-payment of the disputed charge.
- (d) The CPUC will review the claim of the disputed amount, communicate the results of its review to the customer and the Company and make disbursement of the deposited amount. The addresses and telephone numbers of the CPUC's Consumer Affairs Branch are:

Consumer Affairs Branch  
505 Van Ness Avenue  
San Francisco, California 94102  
1-800-649-7570 (toll free)  
1-415-703-1170  
1-415-703-2032 (TDD)

or

Consumer Affairs Branch  
107 S. Broadway  
Los Angeles, California 90012  
1-800-649-7570 (toll free)  
1-213-897-2975  
1-213-897-0426 (TDD)

**Interexchange Services Tariff**

**RULES** (continued)

Rule 11 - Discontinuance and Restoration of Service

Service continued to be provided until canceled by the customer in writing, or until canceled by the Company as set forth below.

Cancellation of Service by a Customer:

If a customer cancels his order for service before the service begins, a charge will be levied upon the customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by the Company.

Cancellation for Cause by the Company:

Upon nonpayment of any sum owing to the Company, or upon violation of the provisions governing the furnishing of service under this tariff, the Company may, upon seven (7) days written notification, without incurring any liability, discontinue the furnishing of such service.

Notices to discontinue service for nonpayment of bills shall be provided in writing by first class mail to the customer not less than seven (7) calendar days prior to termination. Each notice shall contain:

1. The name and address of the customer, and the telephone number(s) associated with the delinquent account. The name of the carrier as it appears on their CPCN, including any fictitious names.
2. Information sufficient for the subscriber to identify what service(s) are to be terminated, and the amount that is delinquent.
3. The date when payment or arrangements for payment are required in order to avoid termination.
4. The procedure the customer may use to initiate a complaint or to request an investigation concerning service or charges.
5. The procedure the customer may use to request amortization of the unpaid charges.
6. The toll-free telephone number of a representative of the Company who can provide customer assistance, additional information or institute arrangements for payment.
7. The telephone number of the commission's Consumer Affairs Branch (CAB) where the customer may direct inquiries.
8. Local service may not be discontinued for nonpayment of unregulated competitive services.

Restoration Procedure:

Service may be restored after discontinuance for nonpayment if the customer establishes credit worthiness. The Company reserves the right to collect a deposit for re-establishment of service.

The Company reserves the right to refuse to re-establish service to customer for whom service was disconnected due to reasons of fraud, tampering with equipment, violations of rules and regulations, or similar reasons.

**Interexchange Services Tariff**

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**RULES** (continued)

**Rule 12 - Information to be Provided to the Public**

A copy of this tariff schedule and advice letters will be available for public inspection by writing to:

First Choice Technology, Inc.  
601 North Orlando Avenue  
Suite 211  
Maitland, FL 32751

Copies of the Company's tariff schedules and advice letters are available to the public at a nominal cost to recover photocopying, postage and/or transmission expenses.

**Rule 13 - Temporary Service**

Temporary service or service to speculative projects will be provided if consistent with the best interest of the carrier. Rates and conditions for such service will be those published in this tariff schedule. Any customer paying the normal subscription fees shall be eligible to utilize the service.

**Rule 14 - Continuity of Service**

In the event of foreknowledge of an interruption of service for a period exceeding twenty-four hours, the customer will be notified in writing, by mail, at least one week in advance.

**Rule 15 - Access to Customer's Premises**

The Company's authorized employees may enter a customer's premises at all reasonable hours for any purposes pertinent to the furnishing of service and the exercise of any and all rights secured to it by law or these rules.



**Interexchange Services Tariff**

**RULES** (continued)

Rule 16 - Limitation of Liability

Liability of the Company

The liability of the Company, if any, for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission during the course of furnishing service shall in no event exceed an amount equivalent to the charge to Customer for the service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occurred. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused by or contributed to by the negligence or willful act of the customer, or which arise from facilities or equipment used by the customer, shall not result in the imposition of any liability whatsoever upon the Company.

The Company is not liable for the quality of service provided by any local exchange carrier. The Company is not liable for any act, omission or negligence of any local exchange carrier or other provider whose facilities are used in furnishing any portion of the service received by the customer.

The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, civil disorders; labor problems; fire and flood; atmospheric conditions or other phenomena of nature, such as radiation. In addition, the Company shall not be liable for any failure of performance hereunder due to necessary network reconfiguration; system modifications due to technical upgrades; or regulations established or actions taken by any court or government agency having jurisdiction over the Company.

In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to, and in no event shall exceed, the sum of \$1,000.00.

Overpayment

The Company shall remit any overpayment to customers under the following circumstances: (1) through the Company's normal internal auditing practices, the Company discovers the overpayment; and (2) customer submits a written claim, which with substantiating evidence supplied by the customer, the Company is able to verify.

**Interexchange Services Tariff**

**RULES** (continued)

Rule 16 - Limitation of Liability (continued)

Disclaimer of Warranties

Except as expressly provided in this tariff, the Company makes no understanding, agreements, representations or warranties, expressed or implied (including any regarding the merchantability or fitness for a particular purpose).

Refunds for Interruption or Impairment to Service

It shall be the obligation of the Customer to immediately notify the Company of any service interruption. The Company will refund the Customer for the duration of interrupted service within 60 days of the interruption.

Rule 17 - Rate Adjustments

The Company will adjust its rates and charges, or impose additional rates, to recover any amounts which it is required by Governmental or Quasi-governmental authorities to collect from or pay to others. Such charges will include, but are not limited to PIC charges, payphone/dial around compensation, access reform and universal connectivity. These charges will appear as separate line items on invoices rendered to the end user, and will include a reasonable fee for the administration of these initiatives.