

TITLE SHEET
MISSOURI TELECOMMUNICATIONS TARIFF

APPLICABLE TO RESOLD INTEREXCHANGE SERVICES

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service for long distance telecommunications services provided by NexUSTel LLC. This tariff applies for services furnished within the state of Missouri.

This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, 9100 S. Dadeland Blvd, Suite 1500, Miami, FL 33156.

COMPETITIVE CLASSIFICATION

NexUSTel LLC operates as a competitive telecommunications company
in the State of Missouri.

Issued: June 10, 2008

Effective: July 25, 2008

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WAIVER OF STATUTES AND COMMISSION RULES

NexUSTel, LLC is classified as a competitive telecommunications company and the following statutory provisions and Commission rules have been waived with respect to the Company's provision of interexchange telecommunications services as set forth herein:

Statutes

- | | | |
|------------|---|--|
| 392.210.2 | - | Uniform system of accounts. |
| 392.240(1) | - | Just and Reasonable Rates. |
| 392.270 | - | Ascertain property values. |
| 392.280 | - | Depreciation accounts. |
| 392.290 | - | Issuance of securities. |
| 392.300.2 | - | Acquisition of stock. |
| 392.310 | - | Issuance of stock and debt. |
| 392.320 | - | Stock dividend payment. |
| 392.330 | - | Issuance of securities, debts and notes. |
| 392.340 | - | Reorganizations. |

Commission Rules

- | | | |
|------------------|---|-----------------------------|
| 4 CSR 240-10.020 | - | Depreciation fund income. |
| 4 CSR 240-30.040 | - | Uniform System of Accounts. |

Issued: June 10, 2008

Effective: July 25, 2008

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Explanation of Symbols

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate

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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 pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2
 - 2.1
 - 2.1.1
 - 2.1.1.1

Section 1. TECHNICAL TERMS AND ABBREVIATIONS

“Access Line” is the line associated with each service location to which a unique telephone number is assigned.

“Applicant” refers to any person, association, partnership, corporation, government agency, cooperative corporation, making a written or oral request for the commencement of or changes in the telecommunications Company’s service.

“Authorization Code” is a code in numbers or letters employed to gain access to Service.

“Authorized User” is a person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

“Bill is a written or electronic demand for payment for service or equipment and the taxes, assessments, and franchise fees related thereto.

“Commission” refers to the Missouri Public Service Commission.

“Company” refers to NexUSTel, LLC.

“Complaint” refers to any specific objection to charges on a billing statement, facilities, practices, or services of the telecommunications Company.

“Completed call” is a call which the Company’s network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

“Customer” refers to any person, firm, corporation, governmental entity or other entity that has applied for and is granted Service and accepts financial and other responsibilities in exchange for telecommunications service.

Section 1. TECHNICAL TERMS AND ABBREVIATIONS(Cont'd)

"Delinquent or Delinquency" refers to an account which has undisputed charges for which payment has not been paid in full on or before the last day for timely payment.

"Discontinuance of service" or discontinuance refers to a cessation of service not requested by a customer.

"Dispute" refers to any matter regarding a charge or service which is the subject of an unresolved inquiry.

"Grandfathered Service" applies to an obsolete and/or outdated Service the Company no longer wishes to provide. The grandfathering of a Service is the Company's method of managing a tariff for this Service prior to ultimately discontinuing the Service, or change existing tariff regulations without discontinuing certain rights, privileges or conditions of the Service to existing customers.

"Inquiry" is any written, electronic or oral comment or question regarding a charge or service.

"Letter of Agency" refers to a letter or other document sent by a customer to a telecommunications company authorizing the telecommunications company to change the telecommunications service provider for that customer.

"Local Access Transport Area ("LATA")" refers to a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

"Nonrecurring Charges" refer to a one-time charge associated with given service or item of equipment which applies on a per-service and/or per item basis each time the service or item of equipment is provided.

"Non-Published or Unlisted Service" refers to service that is not accompanied by inclusion of the Subscriber's name, address, or telephone number in a published directory or directory assistance data base.

Section 1. TECHNICAL TERMS AND ABBREVIATIONS(Cont'd)

“Prepaid Calling Service” refers to a serviced provided by the Company that allows a Customer to purchase a predetermined amount of access to the Company’s long distance Services prior to the use of Service.

“Rendition of Bills” refers to the date a bill is mailed, posted electronically or otherwise sent to a customer.

“Service” refers to any telecommunications service(s) provided by the Company under this tariff.

“Station” refers to a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

“Tariff” refers to a statement by a telecommunications company that sets forth the services offered by that company, and the rates, terms and conditions for the use of those services.

“Telephone Numbers” refer to The North American Numbering Plan [NPA-NXX-XXXX] numbers assigned to customers and used in conjunction with the Services provided pursuant to this tariff.

“Termination of service” or termination is a cessation of service requested by a customer.

“Underlying Carrier” refers to any interexchange carrier that provides long distance services resold by Company pursuant to this Tariff.

SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 This tariff contains the regulations, rates and charges applicable to resold interexchange services provided by the Company that originate and terminate within the State of Missouri.
- 2.1.2 The Company arranges for installation, operation and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 The Company's services are available twenty-four hours per day, seven days per week.
- 2.1.4 The Company's services are applicable to residential customers.

Issued: June 10, 2008

Effective: July 25, 2008

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SECTION 2. RULES AND REGULATIONS(Cont'd)

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available.
- 2.2.2 The Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control or when the customer is using service in violation of the law or the provisions of this tariff.
- 2.2.3 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Obligations of the Customer

2.3.1 The customer shall be responsible for:

2.3.1.1 The payment of all applicable charges pursuant to this tariff.

2.3.1.2 Reimbursing the Company for damage to, or loss of the Company's equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.3.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's equipment installed on the customer's premises.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

- 2.3.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's equipment. The customer may be required to install and maintain the Company's equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any installation work.
- 2.3.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the equipment of the Company.
- 2.3.1.6 Making Company equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 With respect to any service provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

2.3.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or

2.3.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

2.3.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment is compatible with such equipment. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

2.3.4 The Company's services may be connected to the services or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

- 2.3.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned equipment.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of the Company

2.4.1 In view of the fact that the customer has exclusive control over the use of service furnished by the Company, and because certain errors incident to the services of the Company are unavoidable, services are furnished by the Company subject to the terms, conditions and limitations herein specified:

- (A) The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing service, shall in no event exceed an amount equivalent to the Company's charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by the Company, shall not result in the imposition of any liability upon the Company.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of the Company (Cont'd)

- (B) Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment or performance under this Agreement, or that arises out of or in any way is connected with Customer's provision of service to its end users, or any use or attempted use by Customer or any such end user of services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.

- (C) The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. The Company will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than the Company, that furnishes services, facilities, or equipment used in connection with the Company's services.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of the Company (Cont'd)

- (D) EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, THE COMPANY MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (E) IN NO EVENT SHALL THE COMPANY BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).

2.4.2 Limitation of Liability

- 2.4.2.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.4.3 Force Majeure

- 2.4.3.1 Neither Party shall be responsible for delays or failures in performance, except for the obligation to make payments required under this Agreement, resulting from acts or occurrences in the nature of force majeure such as fire, explosion, acts of God, war, or civil commotion; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other Party. In such event, the Party affected shall, upon giving prompt notice to the other, be excused from such performance to the extent of such interference. The affected Party shall use its reasonable efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Application for Service

2.5.1 To obtain pre-subscribed service, the Company requires the Customer to make a written or oral request for service which includes the letter of agency or other authorization it deems appropriate. No application is required for Prepaid Calling Service. Pre-subscribed service begins on the date billing becomes effective and is provided on the basis of a minimum period of at least one month.

2.5.2 Cancellation of Service

2.5.2.1 Where the applicant cancels an order for service prior to the start of the installation no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier.

2.5.2.2 The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions.

2.5.2.3 In the event that the Company plans to exit a current region, the Customer shall be provided with thirty (30) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate services in the affected region without penalty.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Payment for Service

- 2.6.1 The Company will bill Customer monthly, with recurring and non-recurring charges being billed in advance and any actual usage charges billed in arrears. Payment is due upon receipt by Customer. The Customer is responsible for payment of all charges for service furnished to the Customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.6.2 Payments are past due if not received within thirty (30) days after rendition of the bills. A late payment charge of 1.5% will be assessed on all unpaid balances more than thirty (30) days old. Bills not paid within thirty (30) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.8.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Customer agrees to pay all costs incurred by the Company in collecting any unpaid amounts, including attorneys' fees. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a five (5) day notice shall be required in order to terminate services hereunder for non-payment.
- 2.6.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service. The advance payment will be applied to any indebtedness for the service for which the advance payment is made on the customer's initial bill.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.7 Deposits

The Company does not collect deposits from its Customers. The prepayment of services which are immediately available to the Customer does not constitute a deposit.

Issued: June 10, 2008

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8 Customer Complaints and Billing Disputes

2.8.1 In the event that Customer disputes any charges, Customer must advise Company by written notice, in person, or by a telephone message describing the disputed amount. Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to the Company within one hundred and twenty (120) days of the Bill Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. The Company shall investigate and resolve all disputes within fifteen (15) days of receipt of the dispute and the Company's resolution of such a dispute is final. Any portion of a disputed amount deemed payable by the Company must be paid in full within ten (10) days of resolution or Customer's service may be subject to disconnection and late payment charges imposed on the overdue amount.

2.8.2 Any unresolved dispute may be directed to the Consumer Services Department, Missouri Public Service Commission, Governor's Office Building, 200 Madison Street, or P.O. Box 360, Jefferson City, Missouri. Customers may contact the Consumer Services Department toll free at 800-392-4211.

Customers may also contact the Missouri Office of the Public Counsel at 200 Madison Street, Suite 600, Jefferson City, Missouri 65101 or by telephone at 573-751-4857.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9 Allowance for Interruptions in Service

Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the customer, or due to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in Subsection 2.4. It shall be the customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer within his control, or equipment, if any, furnished by the customer. No refund or credit will be made for the time that the Company stands ready to repair the service and the customer does not provide access to the Company for such restoration work.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9 Allowance for Interruptions in Service

2.9.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.

2.9.2 The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

2.9.3 The Customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

$$\text{Credit} = A/720 \times C$$

"A" - outage time in hours

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

"C" - total monthly charge for affected facility

2.9.4 Credits for Prepaid Calling Service will not be issued for cut-off, poor transmission or wrong number.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.10 Taxes and Fees

- 2.10.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.10.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.10.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.
- 2.10.4 All charges and fees subject to Commission jurisdiction, except taxes and franchise fees, will be submitted to the Commission for prior approval.

2.11 Returned Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds.

2.12 Restoration of Service

A reconnection fee of \$25.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.13 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, assembly, purchase or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.14 Disconnection and Termination of Service

2.14.1 Disconnection of Service Without Notice

The Company shall have the right to refuse or discontinue telephone service or service arrangements without advance notice, if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud the Company or to use the Service to defraud a third party, including but not limited to, providing false credit information, significantly misstating expected service volumes, using the services for unlawful purposes, or using services without intent to pay.

The Company will attempt to contact the Customer by telephone prior to discontinuing the Service or portions thereof. If the Company is unable to contact the Customer by telephone, a letter will be mailed to the Customer on the same date that their service or service arrangement is discontinued, explaining the reasons for such action and the Customer's right to dispute such action.

Customer is responsible for all charges attributable to Customer, even if incurred as a result of fraudulent or unauthorized use of the Service by third parties. The Company may, but is not obligated to, detect or report unauthorized or fraudulent use of Service.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.14 Disconnection and Termination of Service (Cont'd)

2.14.2. Disconnection of Service Requiring Notice

2.14.2.1 The Company may disconnect service for any of the following reasons provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than ten (10) days notice, by mail, in which to remove the cause for disconnection. Alternatively, the Company may deliver a written notice by hand to the customer at least ninety-six (96) hours prior to discontinuance.

2.14.2.1.A Non-compliance with Regulations. For violation of or non-compliance with Commission's rules and regulations or for violation of or non-compliance with the Company's tariffs on file with the Commission.

2.14.2.1.B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service subject to regulation by the Commission.

2.14.2.1.C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment and property.

2.14.2.1.D Failure to meet the Company's deposit and credit requirements, if applicable.

2.14.2.1.E For non-payment of a bill for regulated service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least ten (10) days notice, by mail.

SECTION 2. RULES AND REGULATIONS (Cont'd)

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.14 Disconnection and Termination of Service (Cont'd)

- 2.14.2.1.F Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
- 2.14.2.1.G Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.
- 2.14.2.1.H Material misrepresentation of identity in obtaining Company's service.

Upon reasonable evidence of such necessity, the Company will postpone a planned disconnection of service for twenty-one (21) days in the event that a telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where service is being provided and the person is under the care of a physician.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.15 Unlawful Use of Service

2.15.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.15.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.15.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.15.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.16 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.17 Telephone Solicitation by Use of Recorded Messages

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.18 Overcharge

When a customer has been overcharged, the amount shall be refunded or credited to the customer.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.19 Notices

Any notice required or permitted to be given under this tariff shall be in writing and delivered by hand, mail, national overnight courier service or by fax if confirmed by telephone to the customer, at the address or phone numbers shown herein or at such other address or phone numbers as shall be designated from time to time.

2.20 Billing of Calls

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

Issued: June 10, 2008

Effective: July 25, 2008

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SECTION 3. DESCRIPTION OF SERVICES

3.1 Timing of Calls

- 3.1.1 On direct-dialed long distance calls, chargeable time begins when the called station answers and the connection is established between the calling station and the called station. Chargeable times end when the calling station hangs up thereby releasing the network connection. If the called station hangs up, but the calling station does not, chargeable time ends when the connection is released by either automatic timing equipment in the telecommunications network or by an operator.
- 3.1.2 On Prepaid Calling Service calls, billing begins only when a starting and ending event both occur. Timing is calculated at the starting event and ends at the terminating event. If there is no terminating event, there is no charge. Time between the starting event and the terminating event is the call duration. The starting event occurs when an incoming signaling protocol to the platform is successfully made. The terminating event occurs when the platform receives a signal from the local exchange carrier that the calling party has terminated the call or when the special audio text and interactive voice response features of the platform, such as news, weather, voice mail, etc. have been accessed by the Customer and completed. If the called party hangs up and the Customer re-originates one or more calls utilizing the platform without re-dialing the toll-free access number, the terminating event occurs when the Platform receives a signal from the local exchange carrier that the calling party hangs up.
- 3.1.3 Calls are billed in various timing increments depending on the Service subscribed to by the Customer. Unless otherwise specified, the initial period is one (1) minute, and each additional period is two (2) minutes.

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.2 Promotional Offerings**

The Company may, from time to time, engage in special Promotional Offerings limited to certain dates, times, or locations designed to attract new customers or to increase customers awareness of a particular tariff offering. The Company will provide notification to the Commission of its intent to offer promotional services and rates. The Company may offer existing services on a promotional basis, that provides special rates, terms, or conditions of service. Promotional offerings will have a duration and effectiveness of no longer than ninety (90) days. Promotional offerings will begin on at least seven (7) days notice to the Commission. The notification will identify the promotion and the start and end dates of the promotion. The Company will offer all promotions in a non-discriminatory manner.

3.3 Customized Pricing Arrangements ("CPAs")

The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the tariffed rates. CPA rates must be provided under contract to a customer and the contract may be filed with the Commission.

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.4 Primary Interexchange Carrier Service

Primary Interexchange Carrier Service is a non-prepaid inter-LATA and intra-LATA toll service. The Company serves as the Customer's Primary Interexchange Carrier ("PIC") for inter-LATA and intra-LATA toll service. The Customer may place calls only from a presubscribed telephone number. Primary Interexchange Carrier Service customers are billed in arrears on a monthly basis. Calls are billed in increments of two (2) minutes after the initial one (1) minute period.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Prepaid Calling Service

The Company's Prepaid Calling Service is a prepaid long distance service that allows a Customer to obtain a predetermined amount of access to the Company's long distance services. The Customer creates an account with the Company and deposits a fixed amount of dollars (i.e., \$10, \$20, \$50, or some other denomination) to make long distance calls.

Prepaid Calling Service is offered via access numbers. The Customer dials an access number and the platform validates the Customer's account and determines whether an adequate amount remains on the account, and if so, completes the call to the called telephone number dialed.

Calls are real-time rated during call progression. The total price of each call, including applicable taxes, is calculated on the basis of usage and is deducted from the available account balance associated with each Prepaid Calling Service account. The platform debits the account balance as the Customer places a call. Calls in progress will be terminated when the balance reaches zero.

The Customer may access the network from anywhere in the State by dialing an access number and the called telephone number. Calls are billed in increments of two (2) minutes after the initial one (1) minute period.

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.6 Directory Assistance Service

The Company does not bill for directory assistance service.

Issued: June 10, 2008

Effective: July 25, 2008

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SECTION 4. RATES

4.1 Primary Interexchange Carrier Service

Recurring Charges

Rate per minute	\$0.059
Connection per call (two minutes or more)	\$0.09
Maintenance per month	\$0.99

4.2 Prepaid Calling Service

Recurring Charges

Rate per minute	\$0.049
Connection per call (two minutes or more)	\$0.09
Maintenance per month	\$0.99

Non-Recurring Charges

Minimum Advance Payment	\$10
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Issued: June 10, 2008

Effective: July 25, 2008

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