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2001 NOV -5 P 12: 53

November 2, 2001

AZ CORP COMMISSION  
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Docket Control Center  
Arizona Corporation Commission  
1200 West Washington  
Phoenix, AZ 85007

Via Federal Express

Re: *TeleUno Inc.*  
*Decision No. 64066, dated 10/04/01*

Dear Sir or Madam:

Per the Commission's Order, dated October 4, 2001, granting authority to provide competitive resold interexchange communications services in the state of Arizona, enclosed please find a Submission Cover Sheet and the original and ten (10) copies of the *Initial Tariff* for TeleUno, Inc.

If you have any questions regarding this filing, please do not hesitate to contact me at 954-978-6068.

Sincerely,

Janet Tripi  
Regulatory Administrator

Enclosures

Arizona Corporation Commission

DOCKETED

NOV 05 2001

DOCKETED BY	
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**TITLE SHEET****ARIZONA TELECOMMUNICATIONS TARIFF**

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by TeleUno, Inc., with principal offices at 2754 W. Atlantic Blvd., Suite 8, Pompano Beach, FL 33069. This tariff applies to services furnished within Arizona. This tariff is on file with the Arizona Corporation Commission, where copies may be inspected during normal business hours. The address of the Arizona Corporation Commission is as follows:

Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007

The name, address and telephone numbers for the officer of TeleUno, Inc. who is responsible for providing information with respect to the operating procedures of the Company is listed below.

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**ISSUED: November 6, 2000****EFFECTIVE: October 4, 2001**

**Avelino Iglesia, President  
TeleUno, Inc.  
2754 W. Atlantic Boulevard, Suite 8  
Pompano Beach, FL 33069**

**CHECK SHEET**

Sheets 1 through 21, inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheets(s). Original and revised sheets as named below comprise all of the initial tariff and are currently in effect as of the date at the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
1	Original
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
18	Original
19	Original
20	Original
21	Original

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**SYMBOLS SHEET**

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

- (D) -- Discontinued rate or regulation
- (I) -- Increase in rate
- (M) -- Moved to/from another tariff location
- (N) -- New rate or regulation
- (R) -- Reduction in rate
- (T) -- Change in text only

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**TARIFF FORMAT SHEETS**

**A. Sheet Numbering** – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

**B. Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the A.C.C. For example, the 4<sup>th</sup> revised Sheet 14 cancels the 3<sup>rd</sup> revised Sheet 14. Because of various suspension periods, deferrals, etc., the A.C.C. follows in their tariff approval process, the most current sheet number on file with the A.C.C. is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.

**C. Paragraph Numbering Sequence** – There are nine (9) levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.  
2.1  
2.1.1  
2.1.1.A  
2.1.1.A.1.  
2.1.1.A.1.(a).  
2.1.1.A.1.(a).I.  
2.1.1.A.1.(a).I.(i).  
2.1.1.A.1.(a).I.(i).(1).

**D. Check Sheets** – When a tariff filing is made with the A.C.C., an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the A.C.C.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS**

<b>Access Line</b>	A telephone line provided by local exchange carriers that connects a telephone or other communications device at a customer's location to TeleUno's underlying carrier's telecommunications network switching center(s).
<b>Authorization Code</b>	A numerical code of four to eleven digits, one or more of which are available to a customer to enable the customer to lawfully connect its communication devices for the purpose of accessing the telecommunications networks of TeleUno, Inc.'s Underlying Carrier, and which thereby are used to prevent unauthorized network access and to identify the customer and its calling volumes for billing purposes.
<b>A.C.C.</b>	Arizona Corporation Commission
<b>Carrier or Company</b>	TeleUno, Inc.
<b>Customer</b>	The person, firm, corporation, end user, or other entity that orders or uses services and is responsible for the payment of charges.
<b>Service Agreement</b>	Company's standard form for the ordering and acceptance of a customer's request for and commitment to take Company's service offerings pursuant to this tariff.
<b>Rate Center</b>	The Points of Presence (POPs) or first point of interconnection of local exchange facilities providing access to the long distance network of the Company's Underlying Carrier and the point from which a customer's traffic is rated and billed.
<b>Underlying Carrier</b>	The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of customer telecommunications traffic within Louisiana.

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

The Company's undertakes to provide only those designated Services as are furnished under the terms and subject to the conditions and customer payment of the applicable rates of this tariff for communications originating and terminating within Arizona.

The Company's Services are available to its customers twenty-four (24) hours per day, seven (7) days per week.

**2.2 Limitations**

2.2.1 Service is offered subject to the availability of facilities of Company's Underlying Carrier and the provisions of this tariff.

2.2.2 The Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control, including without limitation, for customer non-payment of charges; or when the customer's use of a service becomes or is in violation of the law or the provisions of this tariff.

2.2.3 The Services provided under this tariff are subject to the direct and exclusive control of the Company. No one may alter or affect the Services nor transfer or assign its use of the Services without the express written consent of the Company, which consent may be withheld, without limitation, by Company in its sole discretion at any time such alteration, effect, transfer or assignment would result in an interruption of the Services or a change in the customer's location to which the Services are to be provided.

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**SECTION 2 – RULES AND REGULATIONS, continued****2.2 Limitations, (continued)**

2.2.4 In the event prior written permission from the Company is given for 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 for service.

**2.3 Liabilities of the Company**

2.3.1 The Company has no liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission or call processing of customer's communications traffic by the Underlying Carrier. The Company's liability for such damages occurring in the course of furnishing the Company's Services, but not caused by its gross negligence or willful misconduct or that of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which such mistakes, interruptions, omissions, delays, errors, or defects in the Company's furnishing of its Services occur.

2.3.2 Acceptance of the provisions of Section 2.3.1 by the Commission does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law; but the recognition that as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefor, so it is the duty of the courts to determine the validity of the exculpatory provisions of Section 2.3.1.

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

- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content of a customer's communications traffic;

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**SECTION 2 – RULES AND REGULATIONS, continued**

- (B) Claims for patent infringement arising from a customer's use of its equipment, facilities or systems with the Company's Services, and
- (C) All other claims arising out of any act or omission of the customer in connection with any service provided by the Company.

**2.4 Interruption of Service**

- 2.4.1 Credit allowance for the interruption of service is subject to the general liability provisions set forth in Section 2.3.1 herein. Customer shall receive no credit allowance for interruption of service due to Carrier's testing or adjusting, to negligence of the customer, or to the failure of channels or equipment provided by the customer. It shall be the customer's obligation to notify the Company immediately of any interruption in service for which a credit allowance is claimed. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission within customer's control, or is not in wiring or equipment, if any, furnished by the customer in connection with the Company's Services.
- 2.4.2 No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.
- 2.4.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of Company or in the event Company is entitled to a credit for the failure of the facilities of Company's Underlying Carrier used to furnish customer's service.

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**SECTION 2 – RULES AND REGULATIONS, continued**

- 2.4.4 No credit shall be allowed:
- (A) For failure of services or facilities of customer; or
  - (B) For failure of services or equipment caused by negligence or willful acts of customer.
- 2.4.5 Credit for an interruption shall commence after customer notifies Company of the interruption or when Company becomes aware thereof, and ceases when service has been restored.
- 2.4.6 Before customer notifies Company of an interruption, customer shall make reasonable attempts to ascertain that customer, a third party or its or their actions and/or equipment is/are not the cause thereof.
- 2.4.7 Credits are applicable only to that portion of service interrupted.
- 2.4.8 For purposes of credit computation, every month shall be considered to have seven hundred twenty (720) hours.
- 2.4.9 No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.

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**SECTION 2 – RULES AND REGULATIONS, continued**

- 2.4.10 The customer shall be credited for an interruption of two (2) hours or more at the rate of  $1/720^{\text{th}}$  of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula:

Credit Formula:

$$\text{Credit} = \frac{A \times B}{720}$$

“A” – outage time in hours

“B” – total monthly charge for affected facility

2.5 Restoration of Service

The use and restoration of service shall be administered by the Underlying Carrier in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Arizona Commerce Commission.

2.6 Deposits

The Company does not require a deposit from its customers.

2.7 Advance Payments

The Company does not collect advance payments.

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**SECTION 2 – RULES AND REGULATIONS, continued****2.8 Taxes**

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax and so forth) are listed as separate line items and are not included in the Company's scheduled rates.

**2.9 Collections**

2.9.1 In the event Company incurs fees or expenses, including attorney's fees, to collect or attempt to collect any charges owed Company by customer, including charges alleged to have resulted from fraud or abuse of customer's services, the Company shall charge customer all such fees and expenses, including Company's reasonable attorney's fees, incurred to collect or to attempt to collect its charges.

2.9.2 In accordance with the "filed tariff doctrine," as established by judicial and regulatory decisions and precedents, customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which customer may claim to be entitled. The duty to pay such charges shall arise upon the demand for payment by Company. Customer's duty to pay can only be delayed or deferred by the initiation of a billing dispute by the customer.

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**SECTION 2 – RULES AND REGULATIONS, continued**

2.9.3 Customer agrees that all actions, suits or proceedings to recover charges due under this tariff shall be prosecuted in a court of competent jurisdiction of the Company's principal place of business. Customer consents to and submits to the exercise of jurisdiction over the subject matter, waives personal service of any and all process upon it, and consents that all such service of process be made by registered mail directed to customer at its address registered with Company. Service so made shall be deemed to be completed five (5) business days after such process shall have been deposited in the mail, postage prepaid. Customer waives trial by jury, any objection based on forum non conveniens, any objection to venue or jurisdiction of any action instituted hereunder, and consents to the granting of such legal or equitable relief as deemed appropriate by the Court

2.10 Employee Concessions

There are no employee concessions.

2.11 Specific Services

The Company does not currently offer any specific services for which conditions of eligibility apply.

2.12 Billing

The Company uses a billing agent which submits Company's bills to Company's customers through certified local exchange carriers' operative in Arizona.

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**SECTION 2 – RULES AND REGULATIONS, continued****2.13 Arbitration**

All disputes concerning or affecting any service, rating of services, transfer of service, payments on account, credits, promotions, special offers or services, or any action or service of Company and/or its agents and/or any billing, bills, invoices, or stations of accounts issued on or after the effective date of this tariff provision shall be resolved through binding arbitration. A dispute occurs when the customer fails to pay an invoice or contests it for any reason associated with the ordering, installation, provisioning, maintenance, repair, interruption, restoration or termination of any service or facility offered under this tariff. Once a dispute is raised, arbitration is mandatory, and counterclaims may be asserted. The arbitration shall be administered by the neutral third party administrator (Administrator) jointly chosen by the customer and Company and shall be conducted under rules and procedures normally followed for arbitrations conducted in this country. As a condition of service under this Tariff, and as disclosed in the customer authorization for service (LOA), any dispute or any counterclaims in response to such a dispute shall be governed by such arbitration rules and procedures. Nothing herein shall be construed to deny a customer its rights to file complaints with the Arizona Corporation Commission pursuant to applicable statutory or regulatory provisions at the conclusion of any arbitration conducted in accordance herewith.

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**SECTION 2 – RULES AND REGULATIONS, continued****2.14 Limitation of Actions**

- 2.14.1 All actions at law or in equity, and/or all complaints to regulatory authorities against Company for the recovery of damages and/or seeking mandates requiring the Company to take action or to cease any action which is not based on tariffed charges shall be begun within one (1) year from the time the cause of action accrues and not after. Commencement of an action or complaint does not relieve Customer's duties to pay Company's charges.
- 2.14.2 All actions at law or in equity, and/or all complaints to regulatory authorities against Company for the recovery of overcharges based on tariffed rates shall be begun within one (1) year from the time the cause of action accrues and not after, except that if a claim for the overcharge has been presented in writing to Company within the one-year period of limitation, said period shall be extended to include one (1) year from the time the notice in writing is given by the Company to the claimant of his allowance of the claim, or any part or parts thereof, specified in such notice. Commencement of an action or complaint does not relieve Customer's duties to pay Company's charges.
- 2.14.3 All actions at law by Company for recovery of its lawful charges, or any part thereof, shall be begun within one (1) year from the time the cause of action accrues, and not after. If on or before the period of limitation in Sections 2.14.1 or 2.14.2, preceding, Company begins action under this section for recovery of lawful charges in respect to the same service, or, without beginning action, collects charges in respect of that service, said period of limitation shall be extended to include ninety (90) days from the date such action is begun or such charges are collected by Company.
- 2.14.4 The term "overcharges" as used in this section shall be deemed to mean charges for services in excess of those applicable to such service or services under the Company's schedules of charges lawfully on file with the Commission.

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**SECTION 3 – DESCRIPTION OF SERVICES****3.1 Usage Based Services**

The Company's charges are based on the actual usage of the Company's services, plus any special features and/or service options, if any. Charges begin when the designated communication termination(s) is/are accessed and enabled, thereby ("connected") to receive the communication from the originating location on the network. Charges cease when the termination(s) is/are disconnected.

- 3.1.1 Long distance usage charges are based on the actual usage of the Company's network. Chargeable time begins when the calling and called stations are connected.
- 3.1.2 Chargeable time ends when the calling service point terminates, thereby releasing the network connection. If the called party hangs up but the calling number does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network..
- 3.1.3 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute.
- 3.1.4 Unless otherwise specified in this tariff, usage is measured and rounded to the higher full minute for billing purposes.
- 3.1.5 The Company will not bill for unanswered calls in areas where equal access is available. The Company will not knowingly bill for unanswered calls in areas where equal access is not available.

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**SECTION 3 – DESCRIPTION OF SERVICES, continued****3.2 Calculation of Distance**

Company's current services are not distance sensitive. Charges for all mileage-sensitive products will be based on the airline distance between rate centers associated with the originating and terminating points of the call.

**3.3 Minimum Call Completion Rate**

A customer can expect a call completion rate (number of calls completed/numbers of calls attempted) of not less than 95% during peak use periods for all FG D services "1+" dialing.

**3.4 Service Offerings****3.4.1 Long Distance Service**

Company's Long Distance Service is offered to residential and business customers. The service permits direct dialed outbound calling at a single per-minute rate. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in one-minute increments. No minimum monthly billing requirements apply.

**3.4.2 800/888 (Inbound) Long Distance Service**

Company's 800/888 (Inbound) Long Distance Service is offered to residential and business customers. The service permits inbound 800/888 calling at a single per-minute rate. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in six (6)-second increments, with a six (6)-second minimum call duration. No monthly recurring charges apply.

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**SECTION 3 – DESCRIPTION OF SERVICES, continued****3.4.3 Calling Card Service**

Company's Calling Card Service is a calling card service offered to residential and business customers who subscribe to the TeleUno Long Distance Service calling plan. Customers using the Company's calling card service access the service by dialing a 1-800 number followed by an account identification number and the number being called. This service permits subscribers utilizing the Company's calling card to make calls at a single per-minute rate. Calls are billed in one (1)-minute increments after the initial minimum period of one (1) minute. There are no nonrecurring or monthly recurring charges. No calling card surcharge applies.

**3.4.4 Directory Assistance**

The Company provides standard directory assistance.

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**SECTION 4 – RATES****4.1 1+ Outbound Service**

TeleUno's "Premier" Rate Plan is time period sensitive. Peak hours are from 7:00 a.m. to 7:00 p.m. seven days per week. Off Peak hours are from 7:01 p.m. to 6:59 a.m. seven days per week. TeleUno's rates for Rate Plans "Flat 10 Plan" and "Seven Cents All Day Plan" are effective 24 hours per day, 7 days per week.

**4.1.1 "Premier" Rate Plan**

Calls are billed in one (1) minute increments and are rounded up to the next higher increment. A recurring monthly service charge applies.

Maximum Usage Charge

Peak            \$0.25/minute

Off Peak       \$0.20/minute

Monthly Service Charge: \$4.99

**4.1.2 "Flat 10 Plan"**

Calls are billed in one (1) minute increments and are rounded up to the next higher increment. A recurring monthly service charge applies.

Maximum Usage Charge

\$0.10/minute

Monthly Service Charge: \$4.99

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**TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 4 – RATES, continued**4.1.2 “Seven Cents All Day Plan”

Calls are billed in one (1) minute increments and are rounded up to the next higher increment. A recurring monthly service charge applies.

Maximum Usage Charge

\$0.07/minute

Monthly Service Charge: \$5.95

4.2 800/888/877 Switched Service

Charges for inbound services are time and distance insensitive and are billed in one (1) minute increments and rounded up to the next higher increment.

Maximum Usage Charge

\$0.20/minute

4.3 Calling Card Service

Standard Calling Card service is offered at the following flat rate.

Maximum Usage Charge

\$0.18/minute

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**TELECOMMUNICATIONS SERVICES TARIFF**

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**4.4 Remote Access Surcharge**

A surcharge applies to all calls originated at pay phones using a service access code.

Maximum Per Call Charge

\$0.30

**4.5 Directory Assistance Charge**

\$0.50 per call

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