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A Professional Limited Liability Company
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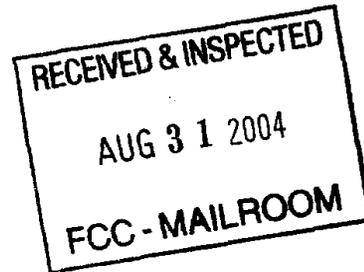
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August 27, 2004



BY OVERNIGHT DELIVERY

Acting Secretary
Federal Communications Commission
445 12th Street, SW
Washington, D.C. 20554

RE: Docket No. CC-00-257
EeXpeTel Communications and Xfone USA, Inc.

Dear Sir/Madam:

By this letter, Expetel Communications, Inc. ("Expetel") and Xfone USA, Inc. ("Xfone") certify that they will comply with section 258 of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 and will follow the required procedures for carrier-to-carrier transfer of subscriber base.

Exptel and Xfone are providers of resold interstate interexchange and local telecommunications services.

The customers of Expetel will be transferred to USA in August of 2004 or shortly thereafter.

Expetel and Xfone certify that they will comply with the requirements of the streamlined process.

A copy of the notice sent to affected subscribers is attached hereto as Exhibit "A".

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Federal Communications Commission
Acting Secretary
August 27, 2004
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Enclosed please find an original and three (3) copies of this letter submitted on behalf of Expetel and Xfone.

In order to acknowledge receipt, please date stamp and return the additional copy of this letter in the envelope provided.

Should you have any questions or require additional information, please contact me.

Sincerely,



EllenAnn G. Sands

Enclosures

cc: Michelle Walters c/o David Marks
Assoc. Chief of Accounting Policy
By Fax: (202) 418-2297

EXHIBIT A

CUSTOMER NOTICE & ATTACHMENTS

***** IMPORTANT MESSAGE*****

We have entered into an agreement whereby eXpeTel will merge with and into Xfone – USA, Inc. (“USA”), and USA will become your telecommunications service provider. We anticipate this merger to be completed in September 2004, or shortly thereafter. The change in ownership will not affect or in any way disrupt your current services, as the employees and management of eXpeTel will remain and will operate USA.

The rates and terms and conditions of the services provided by USA will be the same as those provided by eXpeTel and will continue to apply as of the date the merger is completed. (See your terms, conditions and rates attached). No charges or fees will be imposed and no rate increase will occur as a result of this transaction. You will be informed, by bill insert of any post-transfer changes. USA will make every effort to resolve outstanding Expetel customer complaints.

We appreciate your patronage as eXpeTel customers and look forward to your continued patronage, with simply a new name – Xfone – USA. The toll free Customer Service number will remain the same, and should you have questions, please call one of our Customer Service Representatives: Residential Service 1-800-310-4481; Business Service 1-888-496-8630.

You have a choice of carriers. If you do not wish to remain a customer, you may change carriers and such change will be at USA’s expense. All customers receiving this notice, including those with preferred carrier freezes, will be transferred to USA if a different carrier is not selected.

We are pleased to welcome you to USA and we are confident that you will continue to enjoy the savings and the service that you or your business deserve and have the right to expect.

eXpeTel Communications Management



TERMS OF SERVICE NOTICE

1. **SERVICES PROVIDED.** The Company will provide local and/or long distance telephone service in accordance with all terms and conditions set forth in the respective Company tariffs. Company tariffs are on file with the appropriate federal and state regulatory agencies where applicable and terms and conditions are available on the Company's web site.
2. **CHARGES FOR SERVICES.** Customer shall pay for local and/or long distance service in accordance with the rates provided under Company's tariffs. Company will invoice customers for telephone service one (1) month in arrears for usage charges and one (1) month in advance for line and other recurring charges. Invoices shall become due and payable immediately upon receipt. Any invoices not paid by the Due Date, a late payment charge will apply to each residence subscriber's bill and business subscriber's total undisputed and unpaid balance for regulated charges, and as is set forth in the Company tariffs. Customer agrees to pay Company any and all costs and expenses (including reasonable attorney's fees) associated with the collection of any amounts due from Customer.
3. **CREDIT CHECK.** Company reserves the right to verify credit as a condition of provisioning long distance telephone service, including whether Customer has been current on his/her account for the last six (6) consecutive months.
4. **LIABILITY OF CUSTOMER FOR UNAUTHORIZED CHARGES.** The Customer accepts responsibility for the charges associated with the use of telephone numbers listed for Customer's account, regardless of whether Customer authorized the calls, as well as any monthly recurring charges.
5. **BILLING.** In the event Customer submits an inaccurate telephone number(s) on the order form, which does not belong to the Customer, Customer will be held responsible for all long distance charges and any local exchange carrier PIC charges for that number(s). Company accepts bill payment from Customer through presentation of cash, check, money order, bank draft and credit card. In the event of non-payment, Customer agrees to pay all collection costs, including legal fees and court costs. Company and Customer each waive trial by jury in any action or proceeding brought by either of the parties hereto against the other, and on any counterclaim in respect thereof, on any matters whatsoever arising out of, or in any way connected with this Agreement. In addition, Company shall not be liable for any accounts disconnected for non-payment.
6. **INTERRUPTION OF SERVICE.** Customer acknowledges that no carrier or other person providing, selling arranging, or reselling services associated with Agreement with Company shall be liable for any indirect, special, consequential, incidental or other damages whatsoever (including without limitation any damages claimed for loss of income, revenue, or profits or for loss of good will) arising from any failures, interruptions, delays, errors or defects in transmission, equipment or services provided customer under the Agreement. Customer shall be entitled, as his/her sole and exclusive remedy, to a pro-rata adjustment for any interruption of service in excess of twenty-four (24) consecutive hours after the interruption is brought to Company's attention. Under no circumstances shall such pro-rata charge exceed one (1) month's service. Customer understands and agrees that Company and its underlying carriers shall not be liable to Customer or any other party for interruption or delays in transmission or failure to transmit, nor for special, incidental, or consequential damages caused thereby, including lost profits or loss of goodwill (whether or not Company has been advised of the possibility thereof) by reason of any breach, act or omission of Company in its performance hereunder. Customer will indemnify and hold Company harmless from and against any and all claims by any third party arising from or relating to provision of services to Customer under this Agreement.
7. **WARRANTY EXCLUSION.** Company makes no express or implied warranties as to the description, quality, merchantability, completeness or fitness for any purpose of the goods or services provided hereunder. Company hereby disclaims all warranties, express or implied, including but not limited to warranties or merchantability and of fitness for a particular purpose.
8. Company shall assess all surcharges, taxes and miscellaneous fees as required or allowed by applicable law. All surcharges, taxes and miscellaneous fees shall appear in Company's tariff if applicable.
9. **LOSS OR DAMAGE.** Customer hereby agrees to reimburse Company for any loss of or damage to any Company facilities resulting from the willful injury, or any other cause whatsoever unless such damage or loss is due to Company's sole negligence.
10. **GENERAL PROVISIONS.**
 - 1) The customer's selection of Company's telephone service will apply to the telephone number(s) listed and any number(s) associated with the main telephone number.
 - 2) Only one (1) long distance company may be designated for each number listed and Customer agrees that Company shall be such company.
 - 3) The customer is responsible for calling Company customer service at (1-800-310-4481) to cancel any and all services.
11. **VIOLATION OF TERMS & CONDITIONS.** A violation of any part of the above mentioned terms and conditions may result in any one or more of the following: (a) verbal or written notification; (b) cancellation or suspension of your account(s); (c) disconnection; (d) monetary charges or (e) legal action.
12. **TERMINATION OF SERVICE.** Service can be terminated for non-payment or other circumstances as set forth in Company's tariff or as allowed by applicable law.

Copy of Bill / Rate Plan