

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff ("Tariff") contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services by PNG Telecommunications, Inc. d/b/a PowerNet Global Communications ("PNG") within the State of Florida. PNG's principal offices are located at 100 Commercial Drive, Fairfield, Ohio 45014. This Tariff is on file with the Florida Public Service Commission and copies may be inspected during normal business hours at PNG's principal place of business.

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Issued: November 1, 2004

Issued By:

Bernie Stevens, President
PNG Telecommunications, Inc. d/b/a
PowerNet Global Communications
100 Commercial Drive (T)
Fairfield, OH 45014 (T)
800-860-9495 (T)

Effective:

NOV 02 2004

CHECK SHEET

The effective date of each sheet contained in this Tariff is shown at the bottom of the respective sheet. Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SHEET	REVISION
1	2 nd Revised
2	7 th Revised*
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	2 nd Revised
17	6 th Revised*
18	1 st Revised

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Bernie Stevens, President
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PNG TELECOMMUNICATIONS, INC.
8116 Timbertree
West Chester, Ohio 45069
(800) 860-9495

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SYMBOLS

The following symbols are used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting in Increase to Customer's Bill
- M- Moved from Another Location in Tariff with No Change to Text
- N- New
- R- Change Resulting in Reduction to Customer's Bill
- T- Change in Text or Regulation with No Change in Rate or Charge

For all tariff revisions filed subsequent to February 21, 1995 the following symbols are obsolete and will no longer be used:

- C- Changed Regulation
- S- Reissued Matter
- Z- Correction

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TARIFF FORMAT

- 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 to the Tariff between sheets which are already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be sheet 14.1.
- B. Sheet Revisions - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current version of the page on file with the FPSC. For example, the 4th revision of Sheet 14 would cancel the 3rd revision of that sheet. Because of the various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph numbering designating paragraphs, sub-paragraphs, etc. Each level of coding is a division of the next higher level paragraph:
- 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 FPSC, an updated Check Sheet accompanies the tariff. The check sheet lists the sheets contained in the tariff and provides 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

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TARIFF FORMAT (cont.)

D. Check Sheets (cont.)

the only changes made to it (i.e. the format, etc. remains the same; revision levels on some pages have merely been revised). 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 Commission.

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- 1.5 Customer - The person or legal entity which subscribes to, utilizes, or enters into arrangements for PNG's telecommunications services and is responsible for payment for PNG's services.
- 1.6 Day - From 8:00 AM up to but not including 5:00 PM, every day including Saturday and Sunday.
- 1.7 Facilities Based Carrier - A company owning equipment for the purpose of providing telecommunications services to the public.
- 1.8 Holidays - New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
- 1.9 Interruption - The inability to complete calls due to equipment malfunction or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Any Interruption allowance provided within this Tariff by PNG shall not apply where service is interrupted by the Customer or where PNG, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or

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SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS (cont.)

1.10 Interruption (cont.)

improper use of PNG's service, or any other reason covered by this Tariff or by applicable law.

1.11 Local Access and Transport Area (LATA) - A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communication services.

1.12 Local Exchange Company (LEC) - Entity providing telecommunications services within a LATA.

1.13 Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

1.14 Non-Day - From 5:00 PM to 8:00 AM, every day including Saturday and Sunday.

1.15 Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other communications.

1.16 Travel Card - A postpaid calling card issued by PNG which allows Customers to make telephone calls and charge the calls to a credit or debit account. Calls charged to a PNG-issued credit travel card will appear on the Customer's regular monthly bill. Calls charged to a PNG-issued debit travel card will be charged against the debit account.

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SECTION 2. TERMS AND CONDITIONS

2.1 Undertaking of PNG Telecommunications, Inc.

PNG services are furnished for communications originating at specified points within the state of Florida under the terms of this Tariff.

PNG provides telecommunications services in accordance with the terms and conditions set forth under this Tariff. PNG 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 PNG network. The customer shall be responsible for all charges due for such service arrangement.

The company's services are provided on a monthly basis unless ordered on a longer term basis. PNG's services are available 24 hours a day, seven days a week.

2.1.1 Application of Tariff - This Tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by PNG. PNG's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.

2.1.2 No Joint Undertaking - PNG's services are not part of a joint undertaking with an other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS) of underlying Facilities Based Carriers.

2.1.3 Application of Rates - The rates and regulations contained in this Tariff apply only to the services provided by PNG and do not apply to the lines, facilities, or services provided by a local exchange telephone company or other Facilities Based Carrier for use in accessing the services of PNG.

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SECTION 2. TERMS AND CONDITIONS (cont.)

2.2. Use of Services

- 2.2.1 Use of Services - PNG's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 Service Without Payment - The use of PNG's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.3 Denial of Service - PNG's services may be denied for non-payment of charges or for other violations of this Tariff.

2.3 Liability of PNG

- 2.3.1 Governing Limitations - Because errors incident to the use of the services provided by PNG or facilities provided by connecting Facilities Based Carriers are unavoidable, the services provided by PNG are subject to the terms, conditions and limitations set forth herein.
- 2.3.2 Limitation of Liability - The liability of PNG for any loss or damages whatsoever arising out of mistakes, omissions, delays, errors, defects or failures in the service, or in any regulated or non-regulated equipment or facilities, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the mistake, omission, delay, defect or failure, existed, or the Tariff charge for the call involved. Under no circumstances shall PNG be liable for any consequential, special, indirect, incidental or exemplary damages.
- 2.3.4 Liability for Others - PNG shall not be liable for any act or omission of any connecting Facilities Based Carrier or Local Exchange Company, acts or omissions of any other providers of connections, facilities, or service other

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SECTION 2. TERMS AND CONDITIONS (cont.)

2.3.4 Liability for Others (cont.)

than PNG. Nor shall PNG be liable for culpable conduct by the Customer or failure of equipment, facilities or connections provided by the Customer.

2.3.5 Force Majuer - PNG shall not be liable for any failure of performance due to causes beyond its control, including, without limitation, Acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.

2.3.6 Unlawful and Unauthorized Use - PNG shall not be liable for any unlawful or unauthorized use of PNG's services, unless such use results solely from the negligence or willful misconduct of PNG.

2.4 Responsibilities of Customer

2.4.1 Compliance with Law - The Customer shall comply with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided.

2.4.2 Payment of Charges - The Customer is responsible for payment of the charges set forth in this Tariff.

2.4.3 Compliance with Tariff - The Customer is responsible for compliance with the applicable regulations set forth in this Tariff.

2.4.4 Hold Harmless - The Customer shall indemnify and save PNG harmless from all liability disclaimed by PNG as specified in Section 2.3 above, arising in connection with the provision of service by PNG, and shall protect and defend PNG from any suits or claims against PNG in connection therewith. PNG shall notify the Customer of any suit or claim against PNG of which it is aware.

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SECTION 2. TERMS AND CONDITIONS (cont.)

2.4 Responsibilities of Customer (cont.)

2.4.5 Security of Authorization Code. It is the Customer's responsibility to secure its Authorization Code from unauthorized use.

2.5 Cancellation or Interruption of Service

2.5.1 Service Disconnect - Without incurring liability, PNG may discontinue services to a Customer or may withhold the provision of ordered services subject to the procedures set forth in Section 2.5.2:

- A. For nonpayment of any sum due PNG for more than forty-five(45) days after the Customer's bill has become past due,
- B. For violation of any of the provisions of this Tariff,
- C. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over PNG's services, or
- D. By reason of any order or decision of any state or federal court, any state public service commission or federal regulatory body or other governing authority prohibiting PNG from providing services.
- E. By reason of the Customer's insolvency.

2.5.2 Procedures for discontinuance of existing service.

- A. PNG may discontinue service without notice if the Customer uses PNG's services in a manner which is a violation of law.
- B. In all other circumstances, PNG will notify the Customer, either in writing or by phone, of the reason for discontinuance, and will allow the Customer a reasonable time to remove the cause for discontinuance. In cases of non-payment of charges due, the

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SECTION 2. TERMS AND CONDITIONS (cont.)**2.5.2 Procedures for discontinuance of existing service (cont.).**

Customer will be allowed at least five (5) days, excluding Sundays and Holidays to make full payment of all undisputed charges. No customer will be disconnected before its bill is at least forty-five (45) days past due unless a large amount of charges are accumulated while the account is delinquent. In no event will service be discontinued on the day preceding any day on which PNG is not prepared to accept payment of the amount due and to reconnect service.

2.5.3 Interruption of Service

Credit allowance for the interruption of service which is not due to testing or adjusting by Facilities Based Carriers, negligence of the customer, violation of the provisions of this Tariff or failure of equipment provided by the Customer are subject to the provisions of Paragraph 2.3.2 of this Tariff. It shall be the obligation of the Customer to notify PNG immediately of any interruption of service for which credit is desired. Before giving such notice, the Customer shall ascertain that the interruption is not the result of any act or omission of the Customer or the failure of any equipment provided by the Customer.

- A. During any interruption of PNG service, the Customer may access any competitor's network by using the competitor's access code. The Customer will be credited the difference in the cost of using the competitor's service and the cost of using PNG's service had it not been interrupted.
- B. When the Customer notifies PNG of the service interruption, the Customer will be provided with the access code of another Facilities Based Carrier and will subsequently be credited the difference between the cost of using the Facilities Based Carrier and the cost of PNG's service had it not been interrupted.

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SECTION 2. TERMS AND CONDITIONS (cont.)

- 2.6 Billing Arrangements - Customers are billed directly by PNG. PNG will render bills monthly. Payment is due upon receipt. PNG may impose a late payment charge of 1.5% on any bill not paid within 30 days of receipt.
- 2.7 Validation of Credit - PNG reserves the right to validate the creditworthiness of Customers.
- 2.8 Contested Charges - All bills are presumed accurate, and will be binding on the Customer unless objection is received by PNG within thirty (30) days after the bill is issued by PNG. In the case of a billing dispute between the Customer and PNG for service furnished to the Customer which cannot be settled with mutual satisfaction, the Customer may take the following course of action within thirty (30) days of the billing date:
- 2.8.1 The Customer may request and PNG will provide a detailed review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the Customer's service may be disconnected.
- 2.8.2 If, after detailed review of the disputed charge, disagreement still exists between the Customer and PNG, the Customer may file an appropriate complaint with the Commission. The address and telephone number of the Commission is:

Florida Public Service Commission
Division of Communications
101 East Gaines Street
Tallahassee, Florida 32399-0866
(904) 413-6100

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SECTION 2. TERMS AND CONDITIONS (cont.)

- 2.9 Deposits - PNG does not require a deposit from the Customer.
- 2.10 Taxes - All federal excise taxes and state and local sales taxes are billed as separate items and are not included in the quoted rates. Gross receipts tax will not be billed as a separate line item.
- 2.11 Promotions - PNG may from time to time offer promotional services with the approval of the Commission.

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SECTION 3 DESCRIPTION OF SERVICES

- 3.1 Description of Services - PNG provides interexchange telecommunications services including Dial One Plus Service, 800 Service and Travel Card Service. Rates quoted are the maximum rates charged by PNG for each service. Lower rates are available to the Customer depending on the volume of usage of the service by the Customer. All of the services currently offered by PNG are billed at full minute intervals. A call begins when the answering party picks up the phone. A call ends when either party hangs up. (1)
- 3.2 Dial One Plus Service - Customers are provided access to interexchange service purchased by PNG from Facilities Based Carriers by dialing "1" plus the area code and telephone number.
- 3.3 Toll-Free Service - Toll-Free Service is an inbound-only service in which callers located within the state may place toll-free calls to a telephone in the 800/888/877 area code assigned to the Customer.
- 3.4 Travel Card Service - Callers are issued one or more travel cards which allow them to place long distance calls from any touch tone phone and have the charges calls billed to their account with PNG.
- 3.5 Prepaid Calling Services - Callers may have charges billed against an amount they have prepaid to PNG. The Customer's account balance is indexed to their ANI. The switch through which the Customer's call is routed detects the originating ANI and the amount remaining of the Customer's prepayment. When the prepayment is exhausted, further calls by the Customer are blocked. Customers may access their account balance using any touch tone phone or by calling PNG's Customer Service Department. Customers may also recharge their prepaid service using a credit card.

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SECTION 4-RATES

4.1 Dial 1 Plus Service

All of PNG Dial 1 Plus services are offered at a flat rate per minute regardless of distance.

Per Minute Rate: \$0.219

4.2 "800" Number Service

"800" Number service is offered at a flat rate per minute regardless of time of day or distance called.

Per Minute Rate:	\$0.209	(I)
Recurring Monthly Charge (MRC):	\$2.99	
Business MRC:	\$3.99	

4.3 Travel Card Service

Per Minute Rate: \$0.249

4.4 Discounts for Hearing or Speech Impaired Customers

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified businesses equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to

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SECTION 4 - RATES4.4 Discounts for Hearing or Speech Impaired Customers

surcharges when the call is placed by a method that would normally incur the surcharge.

- 4.4.1 The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to 50% of the otherwise applicable rate. If one of the parties to the call is visually as well as hearing impaired, the discount will be equal to 60% of the otherwise applicable rate.

4.5 Prepaid Calling Services

Prepaid Calling Services are offered at a flat rate per minute regardless of time of day or distance called. Customers may prepay as many minutes as they choose or, if they wish, may prepay for usage in blocks of two hundred and fifty (250) or five hundred (500) minutes on a "take or pay" basis and receive discounts off of the standard rate.

Standard Rate:	\$.119/min
250 minutes:	\$.109/min
500 minutes:	\$.089/min