

**\*\* FLORIDA PUBLIC SERVICE COMMISSION \*\***

**DIVISION OF COMPETITIVE MARKETS AND ENFORCEMENT**  
**CERTIFICATION**

**Application Form for Authority to Provide  
Interexchange Telecommunications Service  
Between Points Within the State of Florida**

**Instructions**

- ◆ This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 17).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a nonrefundable application fee of \$250.00 to:

**Florida Public Service Commission  
Division of the Commission Clerk and Administrative Services  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850  
(850) 413-6770**

Note: No filing fee is required for an assignment or transfer of an existing certificate to another company.

- ◆ If you have questions about completing the form, contact:

**Florida Public Service Commission  
Division of Competitive Markets and Enforcement  
Certification  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850  
(850) 413-6600**

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward deposit information to Records.

Initials of person who forwarded check

03 JUN 10 PM 2:08

FORM PSC/CMU 31 (12/96)  
Required by Commission Rule Nos. 25.24-470,  
25-24.471, and 25-24.473, 25-24.480(2). 1

RETRIEVAL INFORMATION DOCUMENT NUMBER DATE

05130 JUN 10 8

FPSC-COMMISSION CLERK

1. This is an application for  (check one):

**Original certificate** (new company).

**Approval of transfer of existing certificate:** Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.

**Approval of assignment of existing certificate:** Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.

**Approval of transfer of control:** Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

**SkyNET Telesystems LLC**

3. Name under which applicant will do business (fictitious name, etc.):

**SkyNET Telesystems**

4. Official mailing address (including street name & number, post office box, city, state, zip code):

**P.O. Box 6888  
Spring Hill  
Florida 34611**

5. Florida address (including street name & number, post office box, city, state, zip code):

**10127 Sunburst Court  
P.O. Box 6888  
Spring Hill  
Florida 34611**

6. Select type of business your company will be conducting  (check all that apply):

Facilities-based carrier - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.

Operator Service Provider - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.

Reseller - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.

Switchless Rebiller - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.

Multi-Location Discount Aggregator - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers, then offers resold service by enrolling unaffiliated customers.

Prepaid Debit Card Provider - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

7. Structure of organization;

Individual

Corporation

Foreign Corporation       Foreign Partnership

General Partnership       Limited Partnership

Other Limited Liability Company

8. If individual, provide: **N/A**

Name:

Title:

Address:

City/State/Zip:

Telephone No.: Fax No.:

Internet E-Mail Address:

Internet Website Address:

9. If incorporated in Florida, provide proof of authority to operate in Florida:

(a) The Florida Secretary of State Corporate Registration number:

**L02000021573**

10. If foreign corporation, provide proof of authority to operate in Florida:

(a) The Florida Secretary of State Corporate Registration number:

**N/A**

11. If using fictitious name-d/b/a, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

(a) The Florida Secretary of State fictitious name registration number:

**N/A**

12. If a limited liability partnership, provide proof of registration to operate in Florida:

(a) The Florida Secretary of State registration number:

**N/A**

13. If a partnership, provide name, title and address of all partners and a copy of the partnership agreement.

Name: **N/A**

Title:

Address:

City/State/Zip:

Telephone No.: Fax No.:

Internet E-Mail Address:

Internet Website Address:

14. If a foreign limited partnership, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.

(a) The Florida registration number: **N/A**

15. Provide F.E.I. Number (if applicable): **74-3057842**

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?

Yes ( ) No

(b) If not, who will bill for your services?

Name: **N/A**

Title:

Address:

City/State/Zip:

Telephone No.: Fax No.:

(c) How is this information provided? **Email; on customer' s local phone bill**

17. Who will receive the bills for your service?

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Residential Customers | <input checked="" type="checkbox"/> Business Customers    |
| <input type="checkbox"/> PATs providers                   | <input type="checkbox"/> PATs station end-users           |
| <input type="checkbox"/> Hotels & motels                  | <input type="checkbox"/> Hotel & motel guests             |
| <input type="checkbox"/> Universities                     | <input type="checkbox"/> Universities dormitory residents |
| <input type="checkbox"/> Other: (specify) .               |   |

18. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

Name:	<b>Thomas C. Hitchens</b>
Title:	<b>CEO</b>
Address:	<b>10127 Sunburst Ct. PO Box 6888</b>
City/State/Zip:	<b>Spring Hill, Florida 34611</b>
Telephone No.:	<b>352-688-7202</b>
Fax No.:	<b>352-688-5101</b>
Internet E-Mail Address:	<b>customerservice@skynet-tel.com</b>
Internet Website Address:	<b>www.skynet-tel.com</b>

(b) Official point of contact for the ongoing operations of the company:

**Name:** Thomas C. Hitchens  
**Title:** CEO  
**Address:** 10127 Sunburst Ct.  
PO Box 6888  
**City/State/Zip:** Spring Hill, Florida 34611  
**Telephone No.:** 352-688-7202  
**Fax No.:** 352-688-5101  
**Internet E-Mail Address:** customerservice@skynet-tel.com  
**Internet Website Address:** www.skynet-tel.com

(c) Complaints/Inquiries from customers:

**Name:** Thomas C. Hitchens  
**Title:** CEO  
**Address:** 10127 Sunburst Ct.  
PO Box 6888  
**City/State/Zip:** Spring Hill, Florida 34611  
**Telephone No.:** 352-688-7202  
**Fax No.:** 352-688-5101  
**Internet E-Mail Address:** customerservice@skynet-tel.com  
**Internet Website Address:** www.skynet-tel.com

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

**None.**

(b) has applications pending to be certificated as an interexchange telecommunications company.

**None.**

(c) is certificated to operate as an interexchange telecommunications company.

**None.**

(d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved.

**None.**

(e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

**None.**

(f) has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

**None.**

20. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

**None.**

(b) an officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

**None.**



21. The applicant will provide the following interexchange carrier services  $\checkmark$  (check all that apply):

a. MTS with distance sensitive per minute rates **N/A**

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

b. MTS with route specific rates per minute **N/A**

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

c. MTS with statewide flat rates per minute (not distance sensitive)

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

d.  MTS for pay telephone service providers **N/A**

e.  Block-of-time calling plan (Reach Out Florida, Ring America, etc.) **“Easy-Access”**

f.  800 service (toll free) **N/A**

- g. WATS type service (bulk or volume discount) **N/A**
- Method of access is via dedicated facilities
  - Method of access is via switched facilities
- h.  Private line services (Channel Services) (For ex. 1.544 mbs., DS-3, etc.) **N/A**
- i. Travel service **N/A**
- Method of access is 800
  - Method of access is 950
- j.  900 service **N/A**
- k. Operator services **N/A**
- Available to presubscribed customers
  - Available to non presubscribed customers (for example, to patrons of hotels, students in universities, patients in hospitals).
  - Available to inmates

**l. Services included are:**

- Station assistance
- Person-to-person assistance
- Directory assistance
- Operator verify and interrupt
- Conference calling

22. Submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

**ATTACHED**

23. Submit the following:

A. Managerial capability; give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

**ATTACHED; also refer to [http://www.skynet-tel.com/Exec\\_Profile.html](http://www.skynet-tel.com/Exec_Profile.html)**

B. Technical capability; give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

**See 23.A. above; also contracted with various outsourced developers.**

C. Financial capability.

1. The application should contain the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

**This is a new company (incorporated August 2002); therefore, there are no audited financial statements.**

2. The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct and should include:

- a. the balance sheet;
- b. income statement; and
- c. statement of retained earnings.

**N/A**

NOTE: This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.

**See Attached FINANCIAL DOCUMENTATION**

D. Further, the following (which includes supporting documentation) should be provided:

1. A written explanation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

**SkyNET is a privately funded concern whose principals have committed sufficient backing to support the infrastructure development as well continuing operations until company cash flow can take hold. Because customers pre-pay for their monthly service, primarily through LEC billing, the company will not have to extend itself financially. Network costs and related expenses will not occur until customers paying for their services are established as active accounts. A third party financier has also been secured, if needed, to provide account receivable factoring.**

**From the above, the company is well suited to serve customer needs, grow its business, and profit.**

2. A written explanation that the applicant has sufficient financial capability to maintain the requested service.

**As discussed in D.1. above, customer service is pre-pay month to month. Should a customer not pay, their service will be suspended, eliminating the costs associated with maintaining customer support. Because the company will pay all monthly network and associated costs each month from the net revenue, on a per customer basis, costs incurred will immediately be paid; it is a pass through system. Customer support services will be monitored and to the needs of the existing monthly customer base.**

3. A written explanation that the applicant has sufficient financial capability to meet its lease or ownership obligations.


**The company is not incurring debt. Infrastructure development, so far, has been self funded. It is the company's intention to avoid borrowing in favor of pay-as-we-go philosophy. With sufficient profitability built into the business model, the principals' cash reserves, and account receivable factoring as a backup, cash support is not a concern.**

**THIS PAGE MUST BE COMPLETED AND SIGNED**  
**APPLICANT ACKNOWLEDGMENT STATEMENT**

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.

2. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

**UTILITY OFFICIAL:**



Thomas C. Hitchens, CEO  
**SkyNET Telesystems LLC**

June 9, 2003

Date

352-688-7202 (Main)  
352-688-5101 (Fax)

10127 Sunburst Court  
P.O. Box 6888  
Spring Hill, Florida 34611

**THIS PAGE MUST BE COMPLETED AND SIGNED**  
**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be provided in one of the following ways

(applicant, please √ check one):

(X) The applicant will not collect deposits nor will it collect payments for service more than one month in advance.

( ) The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month.

(The bond must accompany the application.)

**UTILITY OFFICIAL:**



\_\_\_\_\_  
Thomas C. Hitchens, CEO  
SkyNET Telesystems LLC

\_\_\_\_\_  
June 9, 2003

Date

352-688-7203 (Main)  
352-688-5101 (Fax)

10127 Sunburst Court  
P.O. Box 6888  
Spring Hill, Florida 34611

**THIS PAGE MUST BE COMPLETED AND SIGNED**

**AFFIDAVIT**

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide interexchange telecommunications service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."

**UTILITY OFFICIAL:**



Thomas C. Hitchens, CEO  
**SkyNET Telesystems LLC**

June 9, 2003  
Date

352-688-7204 (Main)  
352-688-5101 (Fax)

10127 Sunburst Court  
P.O. Box 6888  
Spring Hill, Florida 34611

FORM PSC/CMU 31 (12/96)  
Required by Commission Rule Nos. 25.24-470,  
25-24.471, and 25-24.473, 25-24.480(2). 15

**CURRENT FLORIDA INTRASTATE SERVICES**

Applicant has ( ) or has not (X) previously provided intrastate telecommunications in Florida.

If the answer is has, fully describe the following:

a) What services have been provided and when did these services begin?

**N/A**

b) If the services are not currently offered, when were they discontinued?

**N/A**

**UTILITY OFFICIAL:**



Thomas C. Hitchens, CEO  
**SkyNET Telesystems LLC**

June 9, 2003

Date

352-688-7205 (Main)

352-688-5101 (Fax)

10127 Sunburst Court

P.O. Box 6888

Spring Hill, Florida 34611



## **FINANCIAL DOCUMENTATION**

### **CREDIT REFERENCES**

Graphic Details	407-672-3722	Longwood, Florida	Glyn Jackson
PaymentOne	408-362-4227	San Jose, CA	Gus Perez
Ventanex, Ltd.	210-581-3200	San Antonio, TX	

### **DESCRIPTIONS OF BUSINESS RELATIONSHIPS WITH FINANCIAL INSTITUTIONS**

The company' s main bank is Regions Bank of Spring Hill, Florida (Mariner Branch).

### **PROJECTED PROFIT & LOSS STATEMENT**

SEE ATTACHED



[Back](#)  
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[About SkyNET](#)  
[News](#)  
[Products](#)  
[FAQ Page](#)  
[Customer Profile](#)  
[Contact Us](#)

[logout](#)

## Tom Hitchens

### Chief Executive Officer

Tom cut his teeth in the sales business as a teenager over 30 years ago when he learned to sell vacuum cleaners door-to-door in order to support himself. Learning that "if he could sell, he could eat", he never went hungry, except for an entrepreneurial life. Working only one job in his life, a 2-week stint at a sheet metal fabrication plant in 1973, Tom understood that his course was to be different.

Mastering the art of start-up businesses, Tom quickly learned that sales cures all ills, but also that in order to succeed, one must properly manage. So sell and manage he did. He became sales leader in his vacuum cleaner sales office, left to open an exercise studio, then another, at the same time profiting in the real estate investment and development businesses. Moving to Florida in 1981 Tom built his own in-ground swimming pool business before opening another home building corporation.

Never be it said that Tom could not recognize a change trends. He divested his interest in his construction businesses in the late 80s to take advantage of the telecommunication revolution after the AT&T divestiture. First becoming a distributor in Network 2000 selling U.S. Sprint long distance, he and his wife became Regional Directors in record time, while also building a sales organization responsible for tens of thousands of Sprint customers, and personally writing over 5,000 customers themselves.

In 1990 Tom formed another start-up business marketing operator services for the public pay-telephone industry. In less than 9 months Tom's business signed a contract with MCI that provided over \$30 million in service contracts, doubling MCI's existing pay phone service platform. This exposure was the catalyst to Tom securing a contract with MCI in 1993 to become the exclusive Network Marketing channel for MCI consumer long distance. His ability to communicate comfortably with people across the professional spectrum has enabled Tom to bridge the gap from the board room to the living room. His communicative skills and innovative approaches to business and marketing has been his stock and trade.

Following, leading, and building through these telecommunication wars has brought Tom to the next big cycle in communications, VOIP. With his staff of similarly experienced and successful managers SkyNET looks to make its mark for the next generation of voice, data, and wireless communications. Surrounding himself with dedicated professionals, selected for their affinity to outside-the-box creativity, the example for customer and distributor support, innovative marketing styles, and happy employees will again be realized on his watch.



## Glyn W. Jackson

### Chief Operating Officer

The word Operating in Chief Operating Officer is a description that barely conveys just what Glyn Jackson is to SkyNET. There are few matters in the concept, design, or implementation that doesn't involve Glyn in some capacity, and justifiably so. His multifaceted talents have developed over decades of experience building corporations and managing sales forces of every caliber. A glimpse into Glyn's achievements reveal the creation and management of his own entertainment corporation, being awarded the highest honor for excellence three times while working as an inventory control buyer for one of the largest home improvement companies in the southeast, running his own graphic design and pre-press company, and most recently, serving six consecutive terms as an elected Chairman for a Chamber of Commerce group. Glyn brings a vast variety of knowledge and years of experience in the areas of corporate management and communications, sales and marketing, enterprise and customer support, graphic design, inventory control, product production and fulfillment, and network marketing. Glyn and his wife earned national recognition several times for their independent marketing and recruiting efforts for U.S. Sprint and MCI. Glyn has seen both sides of the telecommunication business, as an independent vendor and as a previous on-staff member of Tom Hitchens' team in 1992.

A loyal husband, father, and friend to all who meet him, Glyn draws upon these experiences to maintain a balance between the corporate office, its employees and distributors, and the customers of SkyNET. This balance is critical in the overall success of SkyNET's business plan. Glyn's dedication and personal commitment to excellence will assist others in achieving their goals, thereby solidifying and constantly reinforcing the very foundation of SkyNET systems.



# SkyNET TELESYSTEMS

## Projected Profit & Loss Statement - 1st Year 2003-04

X 1,000	2	3	4	5	6	7	8	9	10	11	12	X 1,000	
	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Y-T Totals
<b>GROSS INCOME</b>	96	120	150	188	234	293	366	458	572	715	894	1,118	5,204
<b>EXPENSES</b>													
Network	0	0	0	0	0	0	1	1	1	1	1	2	8
Fees    LEC Billing	5	6	8	9	12	15	18	23	29	36	45	56	104
Sales Premiums	2	2	3	4	5	6	7	9	11	14	18	22	
<b>PERSONNEL</b>													
Management	10	15	20	20	20	20	20	20	20	20	20	20	225
Staff		11	11	11	15	15	15	15	15	15	15	18	156
Travel	2	3	3	5	5	5	5	5	5	5	5	5	53
<b>DIST'S. / STAFF</b>													
Commissions	14	18	23	28	35	44	55	69	86	107	134	168	781
Recruitment / Meetings		1	1	5	5	5	5	5	5		5	5	42
Key Events				5							15		20
<b>INFRASTRUCTURE</b>													
Facility    Rent/Deposits		3	3	3	3	3	3	3	3	3	3	3	33
<b>EQUIPMENT</b>													
Telephone/Utilities	1	1	1	1	1	1	1	1	1	1	11	1	22
PC    Hardware	5	25	25	10	5	5	15	10	10		10	10	130
Software	5	2	2	5	5	5	5	5	5		5	5	49
Outsourcing	1	1	1	2	2	2	2	3	3		3	3	23
Furniture / Supplies	5	5	2	2	2	2	2	2	2	2	2	2	30
<b>OUT SOURCING</b>													
Legal	1	1	1	1	1	1	1	1	1	1	1	1	12
P.R. / Media				50	50	50	50	60	60	60	60	70	510
Printing	3	4	5	10	10	10	15	15	15	20	20	20	147
Internet / Utilties / Pho	1	1	2	3	3	3	3	4	4	4	4	4	36
Misc.	3	3	3	3	4	4	4	4	4	5	5	5	47
<b>Sub-total Expenses</b>	58	103	113	178	183	196	227	254	280		382	420	2,427
<b>NET</b>													
That Month	38	17	37	10	51	97	139	203	292		512	698	53.36%
Cumulative	38	55	92	102	154	251	390	593	886		1,398	2,096	2,777

**TOTAL INCOME: \$ 5,204**  
**TOTAL EXPENSE: \$ 2,427**  
**NET INCOME - YEAR 1: \$ 2,777**

↑  
 Return on  
 ← Investment

SKYNET TELESYSTEMS LLC  
(d/b/a SkyNET Telesystems, or SkyNET)

Florida Tariff No. 1  
Original Sheet 1

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by SkyNET Telesystems LLC (the Company), with principal offices at 10127 Sunburst Court, PO Box 6888, Spring Hill, Florida 34611. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED: June 9, 2003

EFFECTIVE DATE:

By:

Thomas C. Hitchens, CEO  
10127 Sunburst Court  
PO Box 6888  
Spring Hill, Florida 34611

DOCUMENT NUMBER 1A7

05130 JUN 10 8

FPSC-COMMISSION CLERK

CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). These Original sheets as named below comprise the original tariff and are currently in effect as of the date of the bottom of this page.

SHEET	REVISION
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

ISSUED: June 9, 2003

EFFECTIVE DATE:

By:

Thomas C. Hitchens, CEO  
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PO Box 6888  
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ISSUED: June 9, 2003

EFFECTIVE DATE:

By:

Thomas C. Hitchens, CEO  
10127 Sunburst Court  
PO Box 6888  
Spring Hill, Florida 34611

SYMBOLS SHEET

NOTE: These are the only approved symbols to be used in your tariff and this list of symbols must be copied verbatim.

- D - Delete Or Discontinue
- I - Change Resulting In An Increase to A Customer's Bill
- M - Moved From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction To A Customer's Bill
- T - Change in Text Or Regulation But No Change In Rate Or Charge

ISSUED: June 9, 2003

EFFECTIVE DATE:

By:

Thomas C. Hitchens, CEO  
10127 Sunburst Court  
PO Box 6888  
Spring Hill, Florida 34611

**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 FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of 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 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 FPSC, 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 FPSC.

ISSUED: June 9, 2003

EFFECTIVE DATE:

By:

Thomas C. Hitchens, CEO  
10127 Sunburst Court  
PO Box 6888  
Spring Hill, Florida 34611



SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to the Company's network switching center.

Access Number - A local or toll-free number which connects the customer's phone (being used at the moment) to the Company's network switching center.

Company or Carrier - SkyNET Telesystems LLC

Customer - the person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Easy Access - SkyNET's brand name of its 5 long distance calling plans.

PIN (Personal Identification Number) - A numerical code, one of which is assigned to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for calling, identification, and billing purposes.

SkyCard - SkyNET's brand name of its travel calling card.

VOIP (Voice Over Internet Protocol) - data-packet transmission over the internet; the transport method used to complete the customer's phone call.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

The Company's services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff.

The Company's installs operates, and maintains 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.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

**2.2 Limitations**

2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.

2.2.2 The Company's 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 Cancellation of service, by the company or customer, results in a loss of any banked minutes and fees/advance payments paid to date.

2.2.3 All facilities provided under this tariff are directly controlled by the Company and the customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

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**SECTION 2 - RULES AND REGULATIONS continued**

2.2.4 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.2.5 No long-term contracts, service is month to month, customer may cancel anytime without penalty except loss of banked minutes and fees/advance payments paid to date.

**2.3 Liabilities of the Company**

2.3.1 The Company's liability arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence 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 the aforementioned faults in transmission occur, unless ordered by the Commission.

2.3.2 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 transmitted over the Company's facilities.

(B) All other claims arising out of any act or omission of the customer in connection with any service or facility provided by the Company.

**2.4 Interruption of Service**

2.4.1 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 2.3.1. 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

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**SECTION 2 - RULES AND REGULATIONS continued**

the customer within his control, or equipment, if any, furnished by the customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.

2.4.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.

2.4.3 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

2.5 **Disconnection of Service by Carrier**

The company (carrier), without written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

2.5.1 Non-payment of any sum due to carrier for regulated service beyond the date of rendition of the bill for such service; carrier's charges are in advance of service. Carrier may permit the customer to use the service beyond that monthly plan which has been paid for in advance as the carrier will immediately bill customer for another plan amount equal to the regular plan usually billed customer.

2.5.2 A violation of any regulation governing the service under this tariff.

2.5.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.

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**SECTION 2 - RULES AND REGULATIONS continued**

2.5.4 The company has given the customer notice and has allowed a reasonable time to comply with any rule, or remedy, and deficiency as stated in Rule 25-4.113, F.A.C., Refusal or Discontinuance of Service by Company.

2.5.5 Service may be disconnected without notice for tampering with company equipment, for interfering with the service to other customers, for fraud, or in the event of a hazardous condition.

2.6 **Deposits**

The Company does not require a deposit from the customer.

2.7 **Resellers**

Resellers & Rebillers of the carrier's services must be certified.

2.8 **Advance Payments**

For customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.9 **Taxes**

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed on customer bills as separate line items and are not included in the quoted rates.

2.10 **Billing of Calls**

Customers will be billed/make payment via one of the following, customer choice: 1) on their Local Exchange Carrier monthly bill, 2) Credit Card, 3) ACH, 4) PayPal, 5) Check Any objection to billed charges should be promptly reported to the Company. Invoices not objected to in writing within thirty days from date invoiced will be considered acceptable. 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. Carrier may use 3<sup>rd</sup> party billing vendors such as PaymentOne or Web-To-Cash as billing agents.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

3.1.1 When Billing Charges Begin and End For Phone Calls

The customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when 2 way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.1.2 Billing Increments

The minimum call duration for billing purposes is 6 seconds for a connected domestic U.S. (contiguous 48 states) terminated call, 60 seconds for calls terminating outside the contiguous 48 U.S. states, and calls beyond 1 minute are billed in 6 second increments, except international terminated calls, which are billed in 1 minute increments after the first billed minute.

3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

3.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

3.2 Calculation of Distance

There shall be no distance sensitive rate calculations for calls. All calls, domestic and international, will be billed at the per minute rate listed herein.

3.3 Minimum Call Completion Rate

A customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 90% during peak use periods for all Feature Group D services ("1+" dialing).

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SECTION 3 - DESCRIPTION OF SERVICE continued

3.4 Service Offerings

3.4.1 SkyNET Easy-Access Long Distance Service

- o SkyNET Easy-Access Long Distance Service is offered to residential and commercial customers. Accounts enrolled may be residential or commercial, but must be either/or per enrolled account. The service provides access to the SkyNET VOIP network from any analog phone through use of either a local access number (in available areas) or a toll free number. The toll-free access numbers would be the same for use with the Sky-Card Travel Card. Phones with speed dial capability may be configured to dial SkyNET's access number prior to a local or toll call number being dialed, or a dialer will be sent customers who remain on the service for more than two billing periods. Customers subscribing to this plan will automatically receive a Sky-Card, and the minutes used are shared between products. Each enrolled account may include as many lines as are contained on one account; all lines may share in the plan minutes.

3.4.2 SkyNET 800/888 (Inbound) Long Distance Service

SkyNET 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 second increments, with a six second minimum call duration. Rates will be calculated and billed the same as the Easy-Access outbound calling plan.

3.4.3 Sky-Card Travel Card Service

SkyNET Calling Card Service is a calling card service offered to residential and business customers who subscribe to the SkyNET Long Distance Service calling plan, or can use this card as a stand-alone travel card. Customers using the Carrier's calling card service access the service by dialing a local or 1-800 number followed by an account identification number and the number being called. This service permits subscribers utilizing the Carrier's calling card to make calls at a single per minute rate. Calls are billed in six (6) second increments. When the customer also subscribed to the Easy-Access long distance service, the minutes used on the travel card are shared between the two plans.

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SECTION 3 - DESCRIPTION OF SERVICE continued

3.4.4 fax-NET Fax Service

The Company's fax-NET services are provided to residential and business customers who want to subscribe to a data service. Rates and conditions are the same as the Easy-Access long distance service.

3.4.4.A Operator Dialed Surcharge

This surcharge applies to calls when the customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and requests the operator to dial the called station. The surcharge does not apply to:

- 1) Calls where a customer cannot otherwise dial the call due to defective equipment or trouble on the SkyNET Communication, Inc. network; and
- 2) Calls in which a Company operator places a call for a calling party who is identified as being handicapped and unable to dial the call because of his/her handicap.

The Operator Dialed Surcharge applies in addition to any other applicable operator charges.

**NOTE: Operator service from payphones or all aggregator locations must comply with the rate caps in sections 25-24.630 and 25-24.516, F.A.C for nonprescribed customers.**

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SECTION 4 - RATES

4.1 SkyNET Easy-Access Long Distance, Toll Free, & Sky-Card Services

All of the following five products will share the same minutes as per the selected monthly calling plan chosen by the customer. As an example, if the \$39.95 815 minute SkyNET Easy-Access calling plan is selected, the 815 minutes can be used mix-and-match through home, office, fax, or Travel Card. Rates are the same, Inter-State & Intra-State, if originated and terminated in the domestic U.S. (48 contiguous states):

Monthly Calling Plan	\$19.95	\$39.95	\$49.95	\$59.95	\$69.95
Local Access Minutes / Month	360	815	1,060	1,330	1,625 *
Rate / Minute (Tax Not Included)	5.5¢	4.9¢	4.7¢	4.5¢	4.3¢
800# Access Minutes / Month	265	580	745	920	1,100

\* Additional used local-access minutes will bill at 4.3¢ per minute infinitum.

4.1.1 Conditions:

- o All unused minutes will be banked or carried forward for six months, after which they will be forfeited.
- o Calling minutes exceeding the allocated number will begin using the oldest banked minutes first until all banked minutes are used.
- o Calling minutes exceeding the allocated number, and any unused banked minutes, will not result in higher per-minute costs; they will continue to be billed at the per-minute rate priced for that calling plan for an unlimited number of minutes.
- o Should customer exceed by 10% the maximum available minutes for two consecutive months, SkyNET will automatically upgrade that customer to the next higher calling plan (except the \$69.95).
- o Customer-upgraded calling plans will take affect retroactively to the beginning of that particular billing month.
- o Sky-Card Travel Card calls used at the 800# Access rate.
- o One Plan Cost. No fees or surcharges added (except 29¢ for pay phone calls).

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SECTION 4 - RATES continued

4.2 SkyNET 800/888 (Inbound) Long Distance Service

See 4.1

4.3 SkyNET-Card Travel Card Service

See 4.1

4.4 fax-NET Fax Service

See 4.1

4.4.1 Usage Rates: The appropriate rate found under 4.1 or 4.3 shall apply.

4.4.2 Operator Charges:

- o Collect Station-to-Station \$1.00
- o Collect Person-to-Person \$3.25
- o Person-to-Person \$3.25
- o Station-to-Station \$1.00
- o Customer Dialed Calling Card \$1.00
- o Operator Dialed Calling Card \$1.75
- o Operator Dialed Surcharge \$0.75

4.5 Payment of Calls

4.5.1 Late Payment Charges

A late payment Charge of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

4.5.2 Return Check Charges

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds and for regularly scheduled ACH debits that bounce if the face value does not exceed \$50.00, \$30.00 if the face value does exceed \$50.00 but does not exceed \$300.00, \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, which ever is greater.

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SECTION 4 - RATES continued

4.6 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.

4.7 Special Promotions

The company will, from time to time, offer special promotions to its customers waiving certain charges. These promotions will be approved by the FPSC with specific starting and ending dates, and be made part of this tariff.

4.8 Special Rates For The Handicapped

4.8.1. Directory Assistance

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

4.8.2. Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be the same as listed herein.

4.8.3. Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

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