



January 20, 2004
Via Overnight Delivery

040061-77

210 N. Park Ave.
Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575
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tmi@tminc.com

Ms. Blanca Bayo, Director
Division of the Commission Clerk & Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0870

RE: **Pannon Telecom, Inc.**
Initial Registration and Tariff for Authority to Provide Interexchange
Telecommunications Services within the State of Florida.

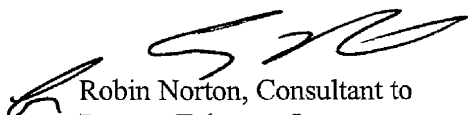
Dear Ms. Bayo:

Enclosed for filing are the original and six (6) copies of the above-referenced registration and initial tariff of Pannon Telecom, Inc. for Interexchange Authority.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope provided for that purpose.

Any questions regarding this filing may be directed to my attention at (407) 740-3004 or via email at rnorton@tminc.com. Thank you for your assistance in this matter.

Sincerely,


Robin Norton, Consultant to
Pannon Telecom, Inc.

Enclosure

RN/bc

cc: Steven Pazzitky, Pannon
file: Pannon - FL - IXC
tms: FLi0400

Orig tariffs forwarded to CYP

DOCUMENT NUMBER 040061-77
00887 JAN 21 2004
FPSC-COMMISSION CLERK

IXC REGISTRATION FORM

Company Name Pannon Telecom, Inc.
Florida Secretary of State Registration No. F03000006018
Fictitious Name(s) as filed at Fla. Sec. of State

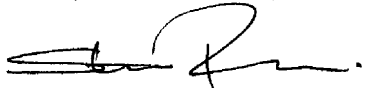
Company Mailing Name Pannon Telecom, Inc.
Mailing Address 5308 Derry Ave., Suite J, Agoura Hills, CA 91301

Web Address www.pannontel.com
E-mail Address steve@pannontel.com
Physical Address 5308 Derry Ave., Suite J
Agoura Hills, CA 91301

Company Liaison Steven Pazsitzky
Title President
Phone 818-597-2338
Fax 818-874-9472
E-mail address steve@pannontel.com

Consumer Liaison Steven Pazsitzky
Title President
Address 5308 Derry Ave., Suite J; Agoura Hills, CA 91301
Phone 818-597-2338
Fax 818-874-9472
E-mail address steve@pannontel.com

My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.



Signature of Company Representative

Steven Pazsitzky

Printed/Typed Name of Representative

JANUARY 16, 2004
Date:

IXC REGISTRATION FORM

Company Name Pannon Telecom, Inc.
Florida Secretary of State Registration No. F03000006018
Fictitious Name(s) as filed at Fla. Sec. of State

Company Mailing Name Pannon Telecom, Inc.
Mailing Address 5308 Derry Ave., Suite J, Agoura Hills, CA 91301

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JANUARY 16, 2004
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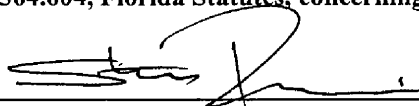
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Signature of Company Representative

Steven Pazsitzky

Printed/Typed Name of Representative

JANUARY 16, 2004
Date:

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

INTEREXCHANGE
TELECOMMUNICATIONS SERVICES TARIFF

FOR

PANNON TELECOM, INC.

This tariff contains the rules, regulations, descriptions, and rates applicable to the furnishing of interexchange telecommunication services offered by Pannon Telecom, Inc. within the state of Florida. This tariff is on file with the Florida Public Service Commission. Copies may be requested by writing to Steven Pazsitsky at 5308 Derry Avenue, Suite J, Agoura Hills, California 91301.

Issued: January 21, 2004

Effective:

Issued By:

Steven J. Pazsitsky, President
5308 Derry Avenue, Suite J
Agoura Hills, California 91301

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 INTEREXCHANGE TELECOMMUNICATIONS SERVICES

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, 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.

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
Title	Original*	26	Original*		
1	Original*	27	Original*		
2	Original*	28	Original*		
3	Original*	29	Original*		
4	Original*	39	Original*		
5	Original*	31	Original*		
6	Original*	32	Original		
7	Original*	33	Original*		
8	Original*	34	Original*		
9	Original*	35	Original*		
10	Original*	36	Original*		
11	Original*	37	Original*		
12	Original*	38	Original*		
13	Original*	39	Original*		
14	Original*	40	Original*		
15	Original*	41	Original*		
16	Original*				
17	Original*				
18	Original*				
19	Original*				
20	Original*				
21	Original*				
22	Original*				
23	Original*				
24	Original*				
25	Original*				

* - indicates those pages includes with this filing

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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 INTEREXCHANGE TELECOMMUNICATIONS SERVICES

TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - here 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 Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages 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. remain the same, just revised revision levels on some pages).

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

EXPLANATION OF SYMBOLS

When changes are made in any tariff page, a revised page will be issued canceling the tariff page affected. Changes will be identified on the revised page(s) through the use of the following symbols:

- (D) - To signify discontinued or deleted material, including a listing, rate, rule or condition.
- (I) - To signify an increase in rates or charges.
- (M) - To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N) - To signify new material, including a listing, rate, rule or condition.
- (R) - To signify a reduction in rates or charges.
- (T) - To signify a change in the wording of the text, but no change in rate, rule or condition.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the furnishing of intrastate telecommunications service by Pannon Telecom, Inc. ("Pannon") within the State of Florida.

Issued: January 21, 2004

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Steven J. Pazsitsky, President
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - EXPLANATION OF TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to a Pannon switching center or point of presence.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service under the terms and conditions of this tariff. The Customer remains responsible for payment of services.

Commission - The Florida Public Service Commission.

Company or Carrier - Pannon Telecom, Inc. unless otherwise clearly indicated by the context.

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

Initial And Additional Period - The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

IXC - means interexchange carrier or interexchange company which is a carrier or company authorized by the Commission to provide long distance communications services, but not local exchange services, within the State of Florida.

LATA - Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.

LEC - Local Exchange Company.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - EXPLANATION OF TERMS AND ABBREVIATIONS, (CONT'D.)

Monthly Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Pannon- Refers to Pannon Telecom, Inc. unless otherwise indicated by the context.

Personal Identification Number (PIN) - See Authorization Code.

Premises - The physical space designated by the Customer for the termination of the Company's service.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Subscriber - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of third party Customers or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber is also a Customer under the terms of the tariff.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company****2.1.1 General**

The Company's services and facilities are furnished for intrastate communications originating at specified points within the state of Florida under the terms of this tariff. Intrastate service is offered in conjunction with interstate service.

The Company provides service in accordance with the terms and conditions set forth under this tariff. The Company 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 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 otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

Failure by the Company to assert its rights pursuant to one provision of this Tariff does not preclude the Company from asserting its rights under other provisions.

2.2 Use of Service

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Limitations**

- 2.3.1** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.3.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.4** All facilities provided under this tariff are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without 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.
- 2.3.5** Prior written permission from the Company is required before 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 of service.
- 2.3.6** Customers reselling or rebilling telecommunications services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Liability of the Company

2.4.1 Limitations of Liability

- A. The provisions of this section do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of laws by the Company.
- B. Except as provided in Paragraph (A) of this Rule, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or private line, alphabetical directory listings and all other services shall in no event exceed an amount equal to the pro rata charges to the Customer for the periods during which the services or facilities area affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect of any one service or facility affects or diminishes the value of any other service, said liability shall include such diminution, but in no event shall exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- C. The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Liability of the Company, (Cont'd.)****2.4.1 Limitations of Liability, (Cont'd.)**

- D.** The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and, if practicable, at times that will cause the least inconvenience.
- E.** Except for the extension of allowances to the Customer for interruptions in Service as set forth in this tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service or any failure in or breakdown of facilities associated with the Service.
- F.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Liability of the Company, (Cont'd.)****2.4.1 Limitations of Liability, (Cont'd.)**

G. The Company shall not be liable for any claims for loss or damages involving:

1. Any act or omission of: (1) the Customer, (2) any other entity furnishing Service, equipment or facilities for use in conjunction with Services or facilities provided by the Company; or (3) common carriers or warehousemen;
2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
3. Any unlawful or unauthorized use of the Company's facilities and Services;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or Services; or by means of the combination of Company-provided facilities or Services with Customer-provided facilities or Services;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or Services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or Services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this tariff;

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Liability of the Company, (Cont'd.)

2.4.1 Limitations of Liability, (Cont'd.)

G. (Cont'd.)

7. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
11. Any noncompletion of calls due to network busy conditions;
12. Any calls not actually attempted to be completed during any period that Service is unavailable.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Liability of the Company, (Cont'd.)****2.4.1 Limitations of Liability, (Cont'd.)**

- H.** The Company shall be indemnified, defended and held harmless by the Customer or User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company.
- I.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the Service.
- J.** The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or Services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

Issued: January 21, 2004

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Liability of the Company, (Cont'd.)****2.4.1 Limitations of Liability, (Cont'd.)**

- K.** THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.4.2 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Liability of the Company, (Cont'd.)****2.4.3 Provision of Equipment and Facilities**

- A.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- B.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- C.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- D.** Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Liability of the Company, (Cont'd.)****2.4.3 Provision of Equipment and Facilities,(Cont'd.)**

E. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer-provided equipment; or
3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.5 Nonroutine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

2.7 Prohibited Uses

- 2.7.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.7.2** The Company may block any signals being transmitted over its network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.7.3** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Responsibilities of the Customer

2.8.1 General

- A. The Customer is responsible for payment of all charges for Services and equipment provided under this tariff.
- B. The Customer is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- C. The Customer is responsible for charges incurred for special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Responsibilities of the Customer, (Cont'd.)****2.8.1 General,(Cont'd.)**

- D.** The Customer is responsible for compliance with the applicable regulations set forth in this tariff; and
- E.** The Customer shall indemnify and save the Company harmless from all liability disclaimed by the Company as specified in this tariff, arising in connection with the provision of Service by the Company, and shall protect and defend the Company from any suits or claims against the Company and shall pay all expenses and satisfy all judgments rendered against the Company in connection herewith. The Company will notify the Customer of any suit or claim against the Company of which it is aware.

2.8.2 Liability of the Customer

- A.** The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligent or willful acts of the Customer, users, or others, by improper use of the Services, or by use of equipment provided by the Customer, users, or others.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Responsibilities of the Customer, (Cont'd.)

2.8.2 Liability of the Customer, (Cont'd.)

- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Customer Liability for Unauthorized Use of the Network****2.9.1 Unauthorized Use of the Network**

- A.** Unauthorized use of the network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's Services provided under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the network, makes fraudulent use of the network to obtain the Company's Services provided under this tariff, or uses specific services that are not authorized.
- B.** The following activities constitute fraudulent use:
1. Using the network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 2. Using or attempting to use the network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 3. Toll free callers using the network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
 4. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Customer Liability for Unauthorized Use of the Network, (Cont'd.)****2.9.2 Liability for Unauthorized Use**

- A.** Except as provided for elsewhere in this tariff, the Customer is responsible for payment of all charges for Services provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B.** The Customer is responsible for payment of all outbound call charges arising from calls placed to a Customer's toll free service number, whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.
- C.** The Customer is liable for all costs incurred as a result of unauthorized use of the network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages.
- D.** The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the network.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Terminal Equipment**

Carrier's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a pay telephone or PBX. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including Customer personnel, wiring, electrical power, and the like, incurred in his use of Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Deposits and Advance Payments

2.11.1 Deposits

Each applicant for service will be required to establish credit. Any applicant whose credit has not been established to the sole and exclusive satisfaction of the Company may be required to make a deposit to be held as a guarantee of payment of charges. An existing Customer may be required to make a deposit or increase a deposit presently held. The deposit may be held for as long as the financial condition or credit worthiness of the Customer is considered to be unsatisfactory to the Company.

The fact that a deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.11.2 Advance Payments

The Company reserves the right to require an advance payment from a Customer instead of, or in addition to, a deposit. The advance payment shall be in an amount equal to or less than one month's estimated billing.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.12 Payment for Service**

- 2.12.1** The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Pannon. This includes payment for calls or services originated at the Customer's number(s) or incurred at the specific request of the Customer.
- 2.12.2** All charges due by the Customer are payable to the Company or to the Company's authorized billing agent (such as a local exchange telephone company). Any objections to billed charges must be reported to the Company or its billing agent within thirty (30) days after receipt of bill. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- 2.12.3** All applicable taxes will be billed to the Customer unless the Customer can demonstrate to the Company's satisfaction that the Customer is collecting the applicable taxes from its customers.
- 2.12.4** In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a late fee on the unpaid charges.
- 2.12.5** Payment is due within fifteen (15) days following the invoice date and is considered past due after twenty-one (21) days. A late payment charge of 1.5% applies to all past due balances. Such late fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.
- 2.12.6** The Company reserves the right to assess a return check charge of up to \$15.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.13 Taxes and Fees

- 2.13.1** For all services other than Prepaid Card Service, state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- 2.13.2** To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.13.3** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. An example of such a charge includes, but is not limited to, compensation to pay telephone service providers for the use of their pay telephones to access the Company's service

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 INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.13 Taxes and Fees, (Cont'd.)

2.13.3 (Cont'd.)

A. Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company's service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call, per minute	\$0.30
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.14 Refusal or Discontinuance of Service by Company**

- 2.14.1** Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.
- 2.14.2** The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given ten (10) day's notice to comply with any rule or remedy any deficiency:
- A.** For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
 - B.** For use of telephone service for any other property or purpose than that described in the application.
 - C.** For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
 - D.** For noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission.
 - E.** For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) day's written notice to the Customer, except in extreme cases whereby service may be discontinued after two days' notice.
 - F.** Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
 - G.** Without notice if a dangerous condition exists relating to the utility's service which could subject any person to imminent harm or result in substantial damage to the property of the utility or others on the Customer's premises.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.14 Refusal or Discontinuance of Service by Company, (Cont'd.)

2.14.2 (cont'd.)

- H.** In the event of tampering with the equipment or services owned by Pannon or its agents.
- I.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Pannon may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- J.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Carrier from furnishing such services.

2.15 Cancellation by Customer

Customer may cancel service by providing verbal or written notice to the Company.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.16 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.17 Other Rules

- 2.17.1 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.
- 2.17.2 Reservation of Toll Free (i.e. 800/888) Numbers - The Company will make every effort to reserve Toll Free vanity numbers for customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.17.3 The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk of fraud.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - DESCRIPTION OF SERVICE**3.1 General**

The Company provides intrastate interexchange telecommunications services to Customers for transmission of voice, data, and other types of telecommunications within the state of Florida.

The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

3.2 Call Charges

3.2.1 Long distance usage charges are based on the actual usage of the Company's network. Chargeable time begins when the calling and the called station are connected.

3.2.2 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.

3.2.3 The minimum and additional usage call duration for billing purposes is in the description for each product.

3.2.4 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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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Direct Intrastate Service

Direct Intrastate Service is available to business and residential Customers for outbound and inbound calling. This service is available to both presubscribed Customers and casual callers. Calls are billed in six (6) second increments after an initial minimum period of thirty (30) seconds, and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive. This service is offered on a month to month basis. No minimum commitment is required.

Intrastate service is offered in conjunction with interstate and international service.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 - RATES**4.1 Direct Intrastate Service**

Calls are billed in six (6) second increments after an initial minimum period of thirty (30) seconds, and originate and terminate on Customer-provided switched access lines. Usage charges are computed and rounded up to the nearest penny on a per call basis.

4.1.1 Outbound Calling Rates

Per Minute Rate: \$0.12

4.1.2 Inbound Calling Rates

Per Minute Rate: \$0.14

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 - RATES, (CONT'D.)**4.2 Exemptions and Special Rates****4.2.1 Discounts for Hearing 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 business establishments or individuals 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. The credit to be given on an evening rate during business day hours and the night/weekend rate during the evening rate period. Discounts do not apply to per call add-on charges for operator services when the call is placed by a method that would normally incur the per call charge.

4.2.2 Emergency Call Exemptions

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. ICS will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

4.2.3 Telecommunications Relay Service Rates

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 non-relay 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 to 60 percent off of the otherwise applicable rate for a voice non-relay 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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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 - PROMOTIONS AND CONTRACT SERVICES**5.1 Promotions - General**

From time to time, the Company may provide promotional offerings to introduce a current or potential Customer to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges.

5.2 Demonstration Calls

From time to time Pannon will demonstrate its services by providing free test calls of up to fifteen minutes duration over its network.

5.3 Contract Services

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

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