

TITLE SHEET

TENNESSEE INTEREXCHANGE TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the resale of telecommunications services provided by TRANSWORLD NETWORK, CORP. with principal offices at 7702 Woodland Center Boulevard, Suite 50, Tampa, FL 33614-2411. This tariff applies for services furnished within the state of Tennessee. This tariff is on file with the Tennessee Regulatory Authority, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Effective date: February 23, 2004

Issued by:

Colin Wood, CEO
TransWorld Network, Corp
7702 Woodland Center Blvd, Ste 50
Tampa, FL 33614

CHECK SHEET

Sheets 1 through 36 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Page</u>	<u>Number of Revision</u>	<u>Page</u>	<u>Number of Revision</u>
1	Original	31	Original
2	Original	32	Original
3	Original	33	Original
4	Original	34	Original
5	Original	35	Original
6	Original	36	Original
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
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26	Original		
27	Original		
28	Original		
29	Original		
30	Original		

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TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 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 TRA. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the TRA follows in their tariff approval process, the most current sheet number on file with the TRA 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 TRA, 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. An asterisk (*) designates all revisions made in a given filing. 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.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the TRA.

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SYMBOLS

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

- (D) Delete or discontinue
- (I) Change resulting in an increase to a customer's bill
- (M) Moved from another tariff
- (N) New
- (R) Change resulting in reduction to a customer's bill
- (T) Change in test or regulation but not change in rate or charge

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TABLE OF CONTENTS

TITLE SHEET 1

CHECK SHEET..... 2

TARIFF FORMAT 3

SYMBOLS..... 4

TABLE OF CONTENTS..... 5

APPLICATION OF THE TARIFF..... 7

SERVICE AREA MAP 7

SECTION 1 – TECHNICAL TERMS..... 8

SECTION 2 – RULES AND REGULATIONS 11

 2.1 Undertaking of TransWorld Network, Corp 11

 2.2 Limitations..... 11

 2.3 Liability of the Company..... 12

 2.4 Obligations of the Customer..... 13

 2.5 Interruption in Service..... 15

 2.6 Application for Service..... 16

 2.7 Customer Deposits and Advance Payment Requirements 17

 2.8 Billing, Collection, and Payment for Service..... 18

 2.9 Taxes and Fees 18

 2.10 Late Payment Charges..... 19

 2.11 Reconnection Charge..... 19

 2.12 Restoration of Service 19

 2.13 Returned Check Charge..... 19

 2.14 Overcharge/Undercharge..... 20

 2.15 Miscellaneous Rates and Charges 20

 2.16 Customer Complaints and Billing Disputes 20

 2.17 Denial of Service 21

 2.18 Termination of Service..... 21

SECTION 3 – SERVICE DESCRIPTIONS AND RATES..... 25

 3.1 General 25

 3.2 Calculation of Distance 26

 3.3 Calculation of Time..... 27

 3.4 Promotional Offerings..... 28

 3.5 Special Customer Arrangements 28

 3.6 Individual Case Basis (“ICB”) Offerings 28

 3.7 1+ Direct Dial..... 29

 3.8 Inbound Toll Free Service 30

Issued:February 23, 2004

Effective date: February 23, 2004

Issued by:

Colin Wood, CEO
 TransWorld Network, Corp
 7702 Woodland Center Blvd, Ste 50
 Tampa, FL 33614

3.9	Post Paid Calling Card Service	31
3.10	Pre-Paid Calling Cards	32
3.11	Dial-Around Compensation Surcharge for Payphones	33
3.12	Directory Assistance.....	34
3.13	TWNCConnect Audio and Web Conferencing.....	35

Issued:February 23, 2004

Effective date: February 23, 2004

Issued by:

Colin Wood, CEO
TransWorld Network, Corp
7702 Woodland Center Blvd, Ste 50
Tampa, FL 33614

APPLICATION OF THE TARIFF

This tariff governs the Carrier's services that originate and terminate in Tennessee. Specific services and rates are described elsewhere in this tariff.

The Company's services are available to Residential and Non-Residential customers.

SERVICE AREA MAP

The Company's service territory is statewide.

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SECTION 1 – TECHNICAL TERMS

“Access Line” is an arrangement which connects the customer’s location to a **TransWorld Network, Corp** switching center or point of presence.

“Applicant” is the person or entity requesting the Utility to supply telecommunications service. The Applicant has agreed, verbally or by signature, to honor the terms of service established by the Company.

“Authorization Code” is a pre-defined numerical code, one or more of which are available to a customer to enable the customer 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 billing purposes. The Customer is responsible for all charges incurred through the use of their assigned Authorization Code(s).

“Billed Party” is the person or entity that accepts responsibility for the payment of charges for a call over the Company’s service.

“Calling Card” is a service by which the user accesses the Company’s network via a toll-free access number and uses a pre-assigned authorization code to complete calls. Calling cards can be pre-paid or post paid. Both types are described in the product description section of this tariff.

“Carrier,” “Company” or “Utility” refers to **TransWorld Network, Corp**.

“Completed call” is a call which the Company’s network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

“Customer” or “End User” means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service regardless of the identity of the actual user of the service.

“Dedicated Access” is the method of reaching the Company’s services whereby the Customer is connected directly to the Company’s Point of Presence without utilizing services of the local switched network.

“Intrastate Communication” is any communication that originates and terminates within the same state.

“LATA” is the Local Area of Transport and Access.

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Tampa, FL 33614

“LEC” is the Local Exchange Carrier. This is the Company providing the end-user with their basic local telecommunications service.

“Point of Origination” is the switch location accessed by the customer for the purpose of making a call using the Company’s services.

“Point of Termination” is the point of demarcation within a Customer’s premises at which the Company’s responsibility for the provision of service ends.

“Residential” customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.

“Service” means any telecommunications service(s) provided by the Carrier under this tariff.

“Service Components” are any items that make up the Company’s offerings. These items include, but are not limited to: access arranged by the Company, Authorization Codes, ports, voice or data transmission facilities or capabilities.

“Service Date” is the date that billing starts for service or any service component. Usually, the service date is the date on which services are installed and are available for use.

“Station” means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

“Subscriber” is the property, or property owner, to which TransWorld Network, Corp provides its services.

“Switched Access” is the method for reaching the Company through the local switched network whereby the Customer uses standard business or residential local lines.

“Tariff” The documents filed with the TRA which lists the Utility services and products offered by the Utility and which set forth the terms and conditions and a schedule of the rates and charges for those services and products.

“Time period” means the interval of hours that distinguish day, evening, night, and weekend rate periods as indicated below:

Rate Periods	From	To, but not Including	Days
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Issued:February 23, 2004

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Weekdays	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	10:00 p.m.	Monday-Friday, Sunday
Night/Weekends	10:00 p.m.	8:00 a.m.	Monday-Sunday
	8:00 a.m.	5:00 p.m.	Saturday-Sunday
	5:00 p.m.	10:00 p.m.	Saturday

“TRA” refers to the Tennessee Regulatory Authority. This is the regulatory authority of the state of Tennessee having jurisdiction over public service corporations operating in Tennessee.

“User” is the person at the Subscriber’s location who actually places the call over the Company’s service.

“V & H Coordinates” are numbers assigned to specific geographic points which define the originating and terminating points of a call in mathematical terms, enabling the calculation of airline mileage distance between the two points. Airline mileage is used for call and/or service rating for other mileage based products.

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SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of TransWorld Network, Corp

TransWorld Network, Corp is a switchless reseller of telecommunications services. The Company's service and facilities are furnished to end users for communications originating and terminating within the state of Tennessee under the terms of this Tariff. The Company's service is available twenty-four (24) hours per day and seven (7) days per week.

TransWorld Network, Corp arranges for installation, operation, and maintenance of the communication services provided herein under 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, as legally defined by in Tennessee, when authorized by the customer; to allow connection of a customer's location to the TransWorld Network, Corp network. The customer shall be responsible for all charges due for such service arrangement.

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of facilities and the provisions of this Tariff.
- 2.2.2 TransWorld Network, Corp 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 All facilities provided under this Tariff are directly controlled by the customer. 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.
- 2.2.4 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 for service.
- 2.2.5 Utility shall make reasonable effort to supply a satisfactory and continuous level of service. However, the Utility shall not be responsible for any damage or claim

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of damage attributable to any interruption or discontinuation of service resulting from but not limited to:

- A. Any cause against which the Utility could not have reasonably foreseen or made provision for, that is, force majeure.
- B. Intentional service interruptions to make repairs or perform routine maintenance of services constituting excusable negligence.

2.3 Liability of the Company

- 2.3.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

- 2.3.2 The Company shall be indemnified and saved harmless by the customer against:
- C. Claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company.
 - D. All other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.
- 2.3.3 The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence

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of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

2.3.4 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. 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, 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 and not due to the gross negligence or willful misconduct of the Company.

2.3.5 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

2.4 Obligations of the Customer

2.4.1 The customer shall be responsible for:

- A. The payment of all applicable charges pursuant to this tariff;
- B. Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- C. Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

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- D. Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
 - E. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
 - F. Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.4.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
- A. Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
 - B. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.
- 2.4.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided

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equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

- 2.4.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.4.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2.5 Interruption in Service

- 2.5.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in 2.3.1 herein. It shall be the obligation of the customer to notify the Company immediately of any interruption in service 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 the customer within his control, or is not in wiring or equipment, if any, furnished by the customer and connected to the Company's facilities. The Company's service and facilities are provided on a monthly basis, unless ordered on a longer basis and are provided 24 hours per day, 7 days per week.
- 2.5.2 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.5.3 No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.5.4 The customer shall be credited for an interruption of two hours or more at the rate of $1/720^{\text{th}}$ of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

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

Issued: February 23, 2004

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Where A = the outage time in hours, and B = the total monthly charge for the affected facility.

2.6 Application for Service

2.6.1 Customer's must apply for service from the Company. Service is installed upon mutual agreement between the Customer and the Company upon approval of the customer's application. Approval is in part dependent upon a satisfactory credit history and/or receipt of a deposit for service as detailed in 2.7.

2.6.2 Minimum Contract Period:

A. Except as otherwise provided, the minimum contract period is nil for all services furnished. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

B. The Company may require a minimum contract period in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2.6.3 Cancellation of Service by Applicant

A. Customer may cancel service by providing 30 days written notice to the Company.

B. Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

C. Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

1. The total costs of installing and removing such facilities; or
2. The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

Issued: February 23, 2004

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3. Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

2.7 Customer Deposits and Advance Payment Requirements

- 2.7.1 In order to establish credit, the Carrier may require an applicant to undergo a credit check. Applicants having an insufficient credit rating will be required to pay a deposit to establish service with the Company.
- 2.7.2 The Company may require a residential Customer to pay a deposit if the Customer's becomes delinquent in the payment of 2 or more invoices within a 12 consecutive month period, or if the Customer has been disconnected for non-payment during the last 12 months.
- 2.7.3 The amount of a deposit required from the Customer by the Utility will be as follows:
 - A. Residential customer deposits will not exceed 2½ times the Customer's estimated average monthly bill or the average monthly bill for the customer class for that customer, whichever is greater.
 - B. Non-residential customer deposits will not exceed 2½ times that customer's estimated maximum monthly bill.
- 2.7.4 Deposits paid by a residential Customer will be credited to the Customer's account or refunded to the Customer, after 12 months of service if the customer has not been delinquent in the payment of Utility bills or applied to the closing bill upon discontinuance of service.
- 2.7.5 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

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Tampa, FL 33614

2.8 Billing, Collection, and Payment for Service

- 2.8.1 The customer is responsible for payment of all charges for services and/or equipment furnished to the customer. The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. The Customer shall also be responsible for all calls placed via their calling card authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code. The Customer is also responsible for all calls received via their inbound toll free service.
- 2.8.2 Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.8.3 The Company will bill the Customer directly for services rendered. Service will be billed on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.14 of this tariff.
- 2.8.4 The billing date shall be printed on the bill and the date rendered shall be the mailing date.
- 2.8.5 Bills may be considered delinquent 15 days after the date the bill is rendered.
- 2.8.6 Delinquent accounts for which payment has not been received may be terminated 22 days after the date the bill is rendered.
- 2.8.7 The Company will collect any necessary attorney fees or court costs from customers.
- 2.8.8 All payments shall be made at or mailed to the office of the Utility.

2.9 Taxes and Fees

- 2.9.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.9.2 If a municipality, other political subdivision or local agency of government, or the TRA imposes and collects from the Company a gross receipts tax, occupation

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Tampa, FL 33614

tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.9.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.10 Late Payment Charges

Late payment charges will be computed at a rate of 1.5% per month if invoices are not paid by the due date. The late payment charge is applied to the total unpaid balance due and outstanding.

2.11 Reconnection Charge

A reconnection fee of \$30.00 per occurrence is charged when service is re-established for Customers who have been disconnected for non-payment. This fee is non-refundable and may be waived at the Company's discretion on a per customer basis. Waiving of the fee for one customer does not act as a waiver for any other customer.

2.12 Restoration of Service

The use and restoration of service shall be in accordance with the rules and regulations of the Tennessee Regulatory Authority.

2.13 Returned Check Charge

If the Company receives a check from a Customer in payment for service rendered or for any other reason of indebtedness and which is returned from the bank due to insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or for any other reason, the Company shall apply a service charge of \$30.00 for each instance.

The charge shall be applied to Customer's monthly billing in addition to any other charges which may apply under this Tariff. Payment rendered by check, which is subsequently dishonored shall not constitute payment nor shall it relieve Customer from the obligation to render payment to the Utility. Repayment by valid means: money order, certified check, or other means which guarantee customer's payment to the Utility shall

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be subject to the same original terms of the bill and will not deter the Utility's provision for termination for non-payment of service.

2.14 Overcharge/Undercharge

2.14.1 When a customer has been undercharged, the amount shall be added to the customer's next billing.

2.14.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

2.15 Miscellaneous Rates and Charges

The Company may modify its rates and charges or impose additional rates charges on its services in order to recover amounts it is required to collect or pay to governmental or quasi-governmental authorities in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Inter-exchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access the Company's service. All customers are subject to Abandoned Credit Transfer Fees of up to \$5. Accounts affected by the Abandoned Credit Transfer Fee are accounts with unclaimed credit balances at time of closing or accounts remaining dormant for 6 months or more.

2.16 Customer Complaints and Billing Disputes

2.16.1 Customers may notify the Carrier of billing or other disputes in writing as follows:

TransWorld Network, Corp
ATTN: Customer Service
7702 Woodland Center Blvd, Ste 50
Tampa, FL 33614-2411

The customer must pay the undisputed amount set forth in the invoice and submit written explanation by the due date on the invoice.

The Company also provides the following toll-free number, 1-800-950-3015 for customers to contact the Company for assistance.

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Issued by:

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Tampa, FL 33614

- 2.16.2 Customer complaints and billing disputes will be promptly and thoroughly investigated by the Company.
- 2.16.3 The Company will promptly investigate all such complaints and billing disputes and advise customer as to outcome.
- 2.16.4 Once the Customer has received the results of the Utility's investigation, the Customer shall submit payment within five working days to the Utility for any disputed amounts determined to be owed to the Company. Failure to make full payment shall be grounds for termination of service. Prior to termination, Customer shall be informed of their right of appeal to the TRA .
- 2.17 Denial of Service
- The Utility may refuse to establish service if any of the following conditions exist:
- 2.17.1 The applicant has an outstanding amount due for similar Utility services and the applicant is unwilling to make acceptable arrangements with the Utility for payment.
- 2.17.2 There exists a condition which the Utility believes to be unsafe or hazardous to the applicant, the general population, or the Utility's personnel or facilities.
- 2.17.3 The applicant refuses to provide the Utility with a deposit when the applicant has failed to meet the minimum credit criteria for waiver of deposit criteria.
- 2.17.4 The applicant is known to be in violation of the Utility's tariffs filed with the TRA .
- 2.17.5 Failure of the applicant to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the customer and which have been specified by the Utility as a condition for providing service.
- 2.17.6 The applicant falsifies his or her identity, or provides other false information for the purpose of establishing service.
- 2.18 Termination of Service
- 2.18.1 Termination of Service Without Notice

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Tampa, FL 33614

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- A. The Company may discontinue service without notice for any of the following reasons:
1. There exists a condition determined by the Company to be hazardous to the Customer, the general population or the Utility's personnel or facilities.
 2. There is evidence of tampering or fraud.
 3. There is use of service by any method which causes hazardous signals over the Company's network. Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.
 4. There is evidence of use of service or equipment in a manner to violate the law. Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.
- B. The Company will not restore service until the conditions which resulted in the termination have been corrected to the satisfaction of the Company.

2.18.2 Termination of Service Requiring Notice

- A. The Company may terminate service for any of the following reasons provided it has notified the customer of its intent, in writing, to terminate service and has allowed the customer a reasonable amount of time in which to remove the cause for denial:
1. Customer violation of or non-compliance with the Company's tariffs on file with the TRA and/or violation of the TRA's rules and regulations.
 2. For failure of the customer to fulfill contractual obligations with the Utility for service or facilities subject to regulation by the TRA

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3. For failure of the customer to permit the Company to have reasonable access to its equipment.
4. When necessary for the customer to comply with an order of any governmental agency having such jurisdiction.
5. Failure of customer to meet or maintain the Utility's credit and deposit requirements.
6. Non-payment of Bill.

2.18.3 Non-Permissible Reasons for Termination or Denial of Service

The following may not constitute cause for refusal of service to a present or prospective customer:

- A. Failure of a prior customer to pay for service at the premises to be serviced except in the instance where the prior customer continues to reside on the premises.
- B. Failure to pay for services or equipment which are not regulated by the TRA .
- C. Residential Service may not be disconnected or denied due to nonpayment of a bill related to another class of service.
- D. Failure to pay for a bill to correct a billing error if the customer agrees to pay over a reasonable period of time.
- E. Failure to pay the bill of another customer as guarantor of that bill unless the guarantor does not make acceptable payment arrangements.
- F. Failure to pay disputed charges where the Customer has complied with the TRA 's rules on complaints.

2.19 Termination Notice Requirements

2.19.1 Utility shall not terminate service to any of its customers without providing advance written notice to the customer of the Utility's intent to disconnect

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service, except under those conditions specified where advance written notice is not required.

2.19.2 The written notice will contain at least the following information:

- A. Name of the Customer and telephone number where service is rendered.
- B. Utility's rule or regulation that was violated and explanation thereof or the amount of the bill(s) the Customer has failed to pay in accordance with the payment policy of the Utility, if applicable.
- C. The date on or after which service may be terminated.
- D. A statement advising the customer to contact the Utility at a specific phone number for information regarding any payment plans or other procedures which the Utility may offer to work out some other mutually agreeable solution to avoid termination of the Customer's service.

2.19.3 Timing of the termination with the notice

- A. The Company shall provide at least 5 days advance written notice prior to the termination date.
- B. The notice is considered to be given to the Customer when a copy thereof is left with the Customer or posted first class in the United States mail, addressed to the Customer's last known address.
- C. If after the appropriate notice time has elapsed and the delinquent account has not been paid nor arrangements made with the Company for payment, or in the case of a violation of the Utility's rules, the Customer has not satisfied the Utility that such violation has ceased, the Utility may then terminate service on or after the day specified in the notice without giving any additional notice.
- D. The Company shall have the right (but not the obligation) to remove any or all of its property installed on the Customer's premises upon the termination of service.

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SECTION 3 – SERVICE DESCRIPTIONS AND RATES

3.1 General

TransWorld Network, Corp provides intrastate, inter-exchange telecommunications services between locations in Tennessee. All services are offered in conjunction with interstate services. The Company offers direct dial, inbound toll-free service, post paid and pre paid calling card services, and other telecommunications services.

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3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The rate centers of a call are determined by the area codes and exchanges of the origination and destination points.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate center involved. The rate centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the rate center of the customer's equipment and that of the destination point is calculated using the following formula:

FORMULA:
$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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3.3 Calculation of Time

- 3.3.1 Timing of calls begins when the call is answered at the called station. When the called party picks up is determined by hardware and software answer supervision in which the local telephone Company sends a signal to the switch or the software utilizing audio tone detection. A call is terminated when either party disconnects from the call.
- 3.3.2 Minimum call durations and call timing increments for billing purposes are listed in the per-product sections of the tariff.
- 3.3.3 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls.
- 3.3.4 The Company's usage based services are not time of day or day of week sensitive. The same rates apply twenty-four (24) hours per day and seven (7) days per week.

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3.4 Promotional Offerings

From time to time, the Company may offer new or existing services on a promotional and/or trial basis, subject to TRA approval, that provides special rates, terms, or conditions of service. Such trial and/or promotional offerings are limited to a maximum of six months at which time the offering must be either withdrawn or made available on a permanent basis.

3.5 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

3.6 Individual Case Basis (“ICB”) Offerings

The tariff may specify “ICB pricing” for a service. The Company may or may not be an equivalent service in the tariff for which there is a tariffed rate, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed with the TRA. All customers have non-discriminatory access to requesting the service under an ICB rate.

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3.7 1+ Direct Dial

1+ Direct Dial service allows TransWorld Network, Corp's customers to complete 1+ direct dialed calls from their pre-subscribed switched access lines. This service is available to both residential and non-residential customers.

Customers may order this service only in conjunction with the corresponding plan for interstate service.

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum described below.

3.7.1 Residential

A. For billing purposes, a 30 second minimum call duration applies to completed residential switched 1+ direct dialed calls.

B. Usage charge per switched minute: \$0.059

3.7.2 Non-Residential

A. For billing purposes, a 18 second minimum call duration applies to completed non-residential switched 1+ direct dialed calls.

B. Usage charge per switched minute: \$0.059

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3.8 Inbound Toll Free Service

The Customer is billed for each incoming toll free call rather than the call originator. Toll free calls may be originated from anywhere in the continental United States. Calls terminate to the Company's toll free customer via switched or dedicated access.

The Company reserves the right to terminate a Customer's toll free number when this service becomes inactive for 90 consecutive days. The Company may make the number available for use by another Customer.

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum call durations described below.

3.8.1 Residential

A. For billing purposes, a 30 second minimum call duration applies to residential Inbound toll free calls received.

B. Usage charge per switched minute: \$0.059

3.8.2 Non-Residential

A. For billing purposes, an 18 second minimum call duration applies to non-residential Inbound toll free calls received.

B. Usage charge per switched minute: \$0.059

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3.9 Post Paid Calling Card Service

The Company's post paid calling card provides telecommunications services to customers when not at their subscribed location. Customers must first dial a toll-free access number and use their authorization code to make calls. The service is available to both residential and non-residential customers.

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum described below.

3.9.1 Residential

A. For billing purposes, a 30 second minimum call duration applies to residential post paid calling card calls completed.

B. Usage charge per minute \$0.099

3.9.2 Non-Residential

A. For billing purposes, an 18 second minimum call duration applies to non-residential post paid calling card calls completed.

B. Usage charge per minute \$0.099

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3.10 Pre-Paid Calling Cards

The Company's prepaid calling card provides telecommunications services to customers when not at their subscribed location. Customers must first dial a toll-free access number and use their authorization code to make calls. The service is available to both residential and non-residential customers.

End users purchase a card for a specific quantity of minutes at a fixed price. Once the minutes expire on the card, the authorization code is disabled and any call in process will end, deeming the card useless for future calling.

For billing purposes, a 60 second minimum call duration applies, and thereafter, call timing is rounded up to the nearest minute increment.

Pre-Paid Calling Cards are not sold individually. Customers must purchase a minimum of 100 cards per order.

3.10.1 Standard pricing per card is listed below:

30 Minutes:	\$2.00
60 Minutes:	\$3.75
100 Minutes:	\$6.25
250 Minutes:	\$15.50
500 Minutes:	\$31.00
1000 Minutes:	\$60.00

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3.12 Directory Assistance

A Directory Assistance charge applies per directory assistance call made from points within Tennessee. The customer may make two (2) requests for telephone numbers per call. The charge applies regardless of whether or not the operator is able to supply the requested number. There are no discounts applied to Directory Assistance charges.

Per Call Surcharge	\$0.79
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3.13 TWNConnect Audio and Web Conferencing

TWN Connect is a dual platform conferencing product that allows customers to host a conference call via telephone and/or online while multiple guests from different locations can dial or login to the call to participate. The web-based portion of the product enables the meeting to be presented online for real-time collaboration. Customers can share documents, presentations, and data, browse the Internet, or demonstrate software instantly, anywhere.

Enhanced features of TWN Connect include: on demand scheduling, conference recording/playback, archive management, security pass codes and online tools & commands.

3.13.1 TWNConnect Conferencing pricing is as follows:

Audio only	\$0.159 per minute, per line
Audio and Web Conferencing	\$0.280 per minute, per line**

** Customers signing up for this product prior to 03/31/2004 will receive a promotional rate of \$0.159 per minute, per line.

3.13.2 Enhanced features of TWN Connect include: on demand scheduling, conference recording/playback, archive management, security pass codes and online tools & commands. Pricing of these enhanced features is as follows:

- A. Recording a conference call: Setup Fee \$15, plus \$0.159 per minute for an additional line to be added to the conference bridge to allow recording
- B. Hosting (Storage of Recorded Conferences): \$0.75 per day
Customer will not be charged for hosting if they move the recorded wave file from the hosting site to their own systems the same day it is recorded. Storage of recorded calls is for an indefinite period of time. The recording will remain until the customer orders it erased.
- C. Online Playback: \$20 per bundle of 25 playbacks

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