

TC97-002

3-17th

TC97-002

DOCKET NO. _____

In the Matter of **IN THE MATTER OF THE
APPLICATION OF
INTERCONTINENTAL
COMMUNICATIONS GROUP, INC.,
D/B/A ICGL FOR A CERTIFICATE OF
AUTHORITY TO PROVIDE
TELECOMMUNICATIONS SERVICES IN
SOUTH DAKOTA**

Public Utilities Commission of the State of South Dakota

DATE

MEMORANDA

DATE	MEMORANDA
1/7 97	Filed and Docketed,
1/9 97	TC Fax Filing,
2/30 97	Order Granting COA,
3/30 97	Docket Closed.

01425



TC97-002

RECEIVED

JAN 07 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

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

January 6, 1997

Tel: 407-740-8575
Fax: 407-740-0613

Mr. William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501

RE: Application of Intercontinental Communications Group,
Inc. d/b/a ICLD

Dear Mr. Bullard:

Enclosed please find the original and ten (10) copies of the application of Intercontinental Communications Group, Inc. Also enclosed is a check in the amount of \$250.00 for the filing fee.

Please acknowledge receipt of this filing by returning a date-stamped copy of this letter in the envelope provided. Should you or your staff have any additional questions, please contact me at (407) 740-8575. Thank you.

Sincerely,

Monique Byrnes
Consultant to
Intercontinental Communications Group, Inc.
d/b/a ICLD

cc: B. Heitz, ICG
file: ICG - SD
tms: 97000

BEFORE THE
SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

Registration of Intercontinental)
Communications Group, Inc., d/b/a)
ICLD for Authority to Provide) Docket No. _____
Intrastate Telecommunications)
Services within South Dakota)

Pursuant to Rule 20:10:24:02 of the Commission's Telecommunications Services Rules, Intercontinental Communications Group, Inc., d/b/a ICLD ("ICLD" or "Applicant") submits the following registration information:

1. The name, address and telephone number of the applicant.

Intercontinental Communications Group, Inc., d/b/a ICLD
1801 S. Federal Highway, Suite 305
Delray Beach, Florida 33483
Telephone: (561) 274-8044
Facsimile: (561) 278-3464

2. The name under which the Applicant will provide these services if different than in subdivision (1) of this section;

ICLD

3. If the applicant is a corporation:

- (a) **The state in which it is incorporated, the date of incorporation and a copy of its certificate of incorporation or, if it is an out-of-state corporation, a copy of its certificate of authority.**

Intercontinental Communications Group, Inc., d/b/a ICLD was incorporated in the state of Florida on September 6, 1995. A copy of the Applicant's certificate of authority to operate in South Dakota is provided in Attachment 1.

3. 58. 2418

- (b) **The location of its principal office, if any, in this state and the name and address of its current registered agent.**

Principal office in South Dakota: None

Registered Agent: National Registered Agents, Inc.
 300 South Phillips Avenue
 Suite 300
 Sioux Falls, SD 57102

- (c) **The names and addresses of any corporation, association, partnership, cooperative, or individual holding a 20 percent or greater ownership or management interest in the applicant corporation and the amount and character of the ownership or management interest:**

Robert E. Brown 33%

Michael P. Brown 33%

Douglas C. Brough 33%

- (d) **The names and addresses of subsidiaries owned or controlled by the applicant:**

None

- 4. **If the applicant is a partnership, the name, title and business address of each partner, both general and limited.**

Not applicable.

- 5. **A specific description of the telecommunications services the applicant intends to offer.**

ICLD proposes to offer long distance voice telecommunications services over resold transmission facilities. The Company offers "1+" direct dial calling, in-bound "800" service, operator assisted service, debit card and travel card services.

A. U. 2418

ICLD has no plans to install or construct transmission facilities in South Dakota. The Company operates as a reseller, using the network transmission facilities of its underlying carrier.

Customers are billed by their local exchange company for services at the rates specified in ICLD's tariff. ICLD utilizes the clearinghouse services of U.S. Billing, Inc. ("USBI") and Zero Plus Dialing, Inc. ("ZPDI") for residential billing. Bills include the toll-free Customer Service number of ICLD's billing agents, USBI and ZPDI. Customers may also contact ICLD directly through a toll-free number, 800-222-4683. The Company may bill business Customers directly. A copy of ICLD's services are described more fully in its proposed tariff provided as Attachment IV.

- 6. A detailed statement of the means by which the applicant will provide its services, including the type and quantity of equipment to be used in the operation, the capacity, and the expected used of the equipment.**

Intercontinental Communications Group, Inc., d/b/a ICLD does not intend to install or operate any switching or transmission facilities in South Dakota. The Company will use resold transmission services of other carriers.

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- 7. **The geographic areas in which the services are, or will be, offered, including a map describing the service boundaries.**

ICLD intends to offer service throughout the state of South Dakota.

- 8. **A current balance sheet and income statement; a copy of the applicant's latest annual report; a copy of the applicant's report to stockholders; and a copy of the applicant's tariff with the terms and conditions of service.**

ICLD has sufficient financial resources to operate as a telecommunications reseller. In support of its financial ability to provide service, ICLD offers its most recent financial statements as Attachment III. The terms and conditions of service as well as all rates are provided in the Applicant's proposed tariff in Attachment IV.

- 9. **The names and addresses of the applicant's representatives to whom all inquiries should be made regarding complaints and regulatory matters and a description of how the applicant handles customer billings and customer service matters.**

For inquiries regarding this application and tariff, contact:

Monique Byrnes
 Consultant to ICLD
 Technologies Management, Inc.
 P.O. Box 200
 Winter Park, Florida 32790-0200
 Phone: (407) 740-8575
 Fax: (407) 740-0613

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For all other matters, contact:

Mr. Michael P. Brown
President
Intercontinental Communications Group, Inc., d/b/a ICLD
1801 S. Federal Highway, Suite 305
Delray Beach, Florida 33483
Telephone: (561) 274-8044
Facsimile: (561) 278-3464

ICLD will bill residential Customers through the local exchange carrier and may bill business Customers directly. A toll-free number for complaints and inquiries is printed on each bill. Customers may contact ICLD's Customer service department at (800) 222-4683. Customer service personnel are fully trained to handle calls efficiently and courteously.

10. **A list of the states in which the applicant is registered or certified to do business and if the applicant has ever been denied registration or certification in any state and the reasons for the denial.**

Applicant is registered or certificated in the following states:

California
Florida
Georgia
Idaho
Louisiana
Massachusetts
Michigan
New Jersey
New York
Texas

ICLD has not been denied certification from any state utility commission nor has its certificate been revoked in any state.

7. 5. 14. 6

ICLD seeks authority to provide telecommunications services in South Dakota as part of the Company's objective to become a nationwide service provider. By serving the entire country, ICLD can more effectively serve Customers who also operate in multiple states, as well as those Customers who travel extensively. The Company is prepared to begin offering service immediately upon certification. ICLD has not yet offered service in South Dakota.

11. **A detailed description of how the applicant intends to market its services, the qualifications of its marketing sales personnel, its target market, whether the applicant engages in any multilevel marketing and copies of any company brochures used to assist in the sale of services.**

ICLD's services are marketed to both residential and commercial Customers primarily through direct sales contacts and sales agents. All sales personnel receive training regarding the Company's services and the telecommunications industry. The Company does not engage in any multilevel marketing plans. ICLD is in the process of developing a customer brochure and will submit one once it has been completed (Attachment V).

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12. Cost support for rates shown in the company's tariff for all noncompetitive or emerging competitive services.

Cost support information is provided in Attachment VI.

As evidenced by the foregoing application, Intercontinental Communications Group, Inc., d/b/a ICLD is fully qualified to offer and provide long distance service within the State of South Dakota. Therefore, ICLD respectfully requests that the Commission grant this application at its earliest convenience.

Dated this ___ day of _____ 1996.

Respectfully Submitted,

Michael P. Brown
President
Intercontinental Communications
Group, Inc., d/b/a ICLD

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ATTACHMENT I

Intercontinental Communications Group, Inc.,
d/b/a ICLD

Authority to Operate in South Dakota

State of South Dakota




OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF AUTHORITY

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of INTERCONTINENTAL COMMUNICATIONS GROUP, INC. (FL) to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the Authority vested in me by law, I hereby issue this Certificate of Authority and attach hereto a duplicate of the application to transact business in this state under the name of INTERCONTINENTAL COMMUNICATIONS GROUP, INC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this August 9, 1996.



 JOYCE HAZELTINE
 Secretary of State

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NEXT

DOCUMENT (S)

DISREGARD

BACKGROUND

Certificate as to Use in a Business of a Trade, Assumed, or Fictitious Name

The undersigned hereby certifies that _____ will engage in, conduct, or operate a business for profit in the State of South Dakota under the trade, assumed, or fictitious name of ICLD

_____ that the name, post office address, and residence address of each person owning or having interest in said business are as follows:

Name	Post Office Address	Residence Address
INTERCONTINENTAL COMMUNICATIONS GROUP, INC.	1801 S. Federal Hwy, Suite 305 DeRay Beach, FL 33483	

That the address where the main office of such business is to be maintained is 1801 S. Federal Hwy Suite 305, DeRay Beach, FL 33483

Michael Brown
Michael Brown, President

FLORIDA
STATE OF ~~FLORIDA~~ } ss.
County of PALM BEACH
Michael Brown

being first duly sworn, each for himself says that he has read the foregoing certificate and knows the contents thereof and that the same is true.

Subscribed and sworn to before me this

18 day of July, 1996
Kerry Ann Steele
Notary Public

ATTACHMENT II

Intercontinental Communications Group, Inc.,
d/b/a ICLD

Articles of Incorporation

0142514

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of INTERCONTINENTAL COMMUNICATIONS GROUP, INC., a Florida corporation, filed on September 6, 1995, as shown by the records of this office.

The document number of this corporation is P95000069398.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Eighth day of September, 1995



CP32022 (1-85)

Sandra B. Northam

Sandra B. Northam
Secretary of State

U.S. G. N. A. S.

FILED
95 SEP -6 PM 2:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
INTERCONTINENTAL COMMUNICATIONS GROUP, INC.

I, the undersigned, a natural person competent to contract, do hereby make, subscribe to, and file these Articles of Incorporation for the purposes of organizing a corporation under the laws of the State of Florida.

ARTICLE I
NAME

The name of the Corporation shall be:
INTERCONTINENTAL COMMUNICATIONS GROUP, INC.

ARTICLE II
GENERAL NATURE OF BUSINESS

The general nature of the business to be transacted by this Corporation shall be to engage in any and all lawful business permitted under the laws of the State of Florida.

ARTICLE III
CAPITAL STOCK

A. The total authorized capital stock of this Corporation is One Thousand (1,000) Shares of Common Stock, par value \$1.00 per share.

B. Every shareholder, upon the sale for cash or other consideration of any new stock of this Corporation, whether of the same kind or of another class or series as that which he already holds, shall have the right to purchase his pro rata share thereof (as nearly as may be done without issuance of fractional shares) at the price at which it is offered to others.

ARTICLE IV
ADDRESS OF PRINCIPAL OFFICE IN THIS STATE

The initial street address of the principal office of this Corporation is 1801 South Federal Highway, Suite 305, Delray Beach, Florida 33483. The Board of Directors may from time to time move the principal office to another address in Florida.

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**ARTICLE V
NUMBER OF DIRECTORS**

This Corporation shall have not less than one (1) Director.

**ARTICLE VI
FIRST BOARD OF DIRECTORS**

The names and addresses of the members of the initial Board of Directors are:

DOUGLAS C. BROUGH	1801 South Federal Highway Suite 305 Delray Beach, Florida 33483
MICHAEL P. BROWN	1801 South Federal Highway Suite 305 Delray Beach, Florida 33483
ROBERT E. BROWN	1801 South Federal Highway Suite 305 Delray Beach, Florida 33483

**ARTICLE VII
TERM OF EXISTENCE**

This Corporation shall exist perpetually.

**ARTICLE VIII
SUBSCRIBER**

The name and address of the Subscriber of these Articles of Incorporation is:

RONALD L. SIEGEL
1800 Corporate Boulevard, Suite 302
Boca Raton, Florida 33431

**ARTICLE IX
INITIAL REGISTERED OFFICE AND AGENT**

The street address of the initial registered office of this Corporation is 1800 Corporate Boulevard, N.W., Suite 302, Boca Raton, Florida 33431, and the name of the initial Registered Agent is RONALD L. SIEGEL, ESQUIRE.

ARTICLE I
COMMENCEMENT OF CORPORATE EXISTENCE

Pursuant to Section 607.167, Florida Statutes, this Corporation shall commence its corporate existence upon the filing of these Articles.

Ronald L. Siegel
RONALD L. SIEGEL, Subscriber

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in this State and County named above to take acknowledgments, personally appeared RONALD L. SIEGEL, personally known to me to be the person described as subscriber in and who executed the foregoing Articles of Incorporation and acknowledged that he executed the foregoing Articles of Incorporation for the purposes therein set forth.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of September, 1995.

Elaine Davidson
Notary Public
My commission expires:



ELAINE DAVIDSON
My Commission Expires
Expires Nov. 03, 1999
Bonded by NPSIU
900-224-6088

**CERTIFICATE DESIGNATING PLACE OF
BUSINESS OR DOMICILE FOR THE SERVICE
OF PROCESS WITHIN THIS STATE, NAMING
AGENT UPON WHOM PROCESS MAY BE SERVED**

FILED
95 SEP -6 PM 2:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

That INTERCONTINENTAL COMMUNICATIONS GROUP, INC., desiring to organize under the laws of the State of Florida, with its registered office as indicated in the Articles of Incorporation at 1800 Corporate Boulevard, N.W., Suite 302, Boca Raton, Florida 33431, has named RONALD L. SIEGEL, ESQUIRE of 1800 Corporate Boulevard, N.W., Suite 302, Boca Raton, Florida 33431, as its Registered Agent to accept service of process within this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above-captioned Corporation at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Ronald L. Siegel
RONALD L. SIEGEL, ESQUIRE

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ATTACHMENT III

Intercontinental Communications Group, Inc.,
d/b/a ICLD

Financial Information

Intercontinental Communications Group, Inc.
d/b/a ICLD

Balance Sheet

As of June 30, 1996

ASSETS

CURRENT ASSETS	
Checking	\$ 134,525.94
Petty Cash	100.00
Inventory	40,000.00
Loan receivable	60,914.50
Deposits	<u>112,451.94</u>
Total Current Assets	\$347,992.38
PROPERTY AND EQUIPMENT	
Equipment	<u>218,000.00</u>
Total Assets	<u>\$565,992.38</u>

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES	
Loan payable	\$ 3,200.10
Accrued expenses	<u>9,540.18</u>
Total Current Liabilities	\$ 12,740.28
LONG-TERM LIABILITIES	
Notes payable	305,000.00
STOCKHOLDERS' EQUITY	
Common stock	\$ 4,000.00
Stock redemption	(80,000.00)
Retained Earnings	<u>324,252.10</u>
	248,252.10
Total Liabilities and Equity	<u>\$565,992.38</u>

Intercontinental Communications Group, Inc.
d/b/a ICLD

Statement of Income and Expenses

For the Period January 1, 1996 - June 30, 1996

	<u>Amount</u>	<u>% of Revenue</u>
REVENUE	\$1,427,258.39	100.00
COST OF REVENUE	<u>548,946.89</u>	<u>38.46</u>
NET REVENUE	878,311.50	61.54
OPERATING EXPENSES	<u>798,594.15</u>	<u>55.95</u>
EXCESS OF REVENUE OVER EXPENSES	<u>\$ 79,717.35</u>	<u>5.59</u>

ATTACHMENT IV

Intercontinental Communications Group, Inc.,
d/b/a ICLD

Proposed Tariff

SOUTH DAKOTA

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

**INTERCONTINENTAL COMMUNICATIONS
GROUP, INC., D/B/A ICLD**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by Intercontinental Communications Group, Inc., d/b/a ICLD within the state of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission. Copies may be inspected during normal business hours at the Company's principal place of business.

Issued:

Effective:

ISSUED BY:

Michael P. Brown, President
1801 S. Federal Highway, Suite 305
Delray Beach, Florida 33483

CHECK SHEET

Pages listed below this tariff are effective as of the date shown at the bottom of the respective sheet(s). 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	LEVEL	PAGE	REVISION	LEVEL
Title	Original	*	26	Original	*
1	Original	*	27	Original	*
2	Original	*	28	Original	*
3	Original	*	29	Original	*
4	Original	*	30	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	*	42	Original	*
17	Original	*	43	Original	*
18	Original	*	44	Original	*
19	Original	*	45	Original	*
20	Original	*			
21	Original	*			
22	Original	*			
23	Original	*			
24	Original	*			
25	Original	*			

* included in this filing

Issued:

Effective:

ISSUED BY:

Michael P. Brown, President
1801 S. Federal Highway, Suite 305
Delray Beach, Florida 33483

TABLE OF CONTENTS

Table of Contents 2
Section 1 - Technical Terms and Abbreviations 5
Section 2 - Rules and Regulations 9
Section 3 - Description of Service 22
Section 4 - Rates 35

Issued:

Effective:

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Michael P. Brown, President
1801 S. Federal Highway, Suite 305
Delray Beach, Florida 33483

SYMBOLS

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

- C** - Changed regulation.
- D** - Delete or discontinue.
- I** - Change Resulting in an increase to a Customer's bill.
- M** - Moved from another tariff location.
- N** - New
- R** - Change resulting in a reduction to a Customer's bill.
- T** - Change in text or regulation.

Issued:

Effective:

ISSUED BY:

Michael P. Brown, President
1801 S. Federal Highway, Suite 305
Delray Beach, Florida 33483

TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the SDPUC. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.

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.

D. Check Sheets - When a tariff filing is made with the SDPUC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets 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 sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

Issued:

Effective:

ISSUED BY:

Michael P. Brown, President
1801 S. Federal Highway, Suite 305
Delray Beach, Florida 33483

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - A local channel for voice, data, or video communications which connects the Customer location to a location of the Company.

Account - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

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.

Available Usage Balance - The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account has an Initial Account Balance which is stated either in U.S. dollars or Call Units, depending upon the type of service. The Available Balance is depleted as services provided by the Company are utilized by the Customer.

Calling Card - A billing convenience whereby the End User may bill the charges for a call to an approved local exchange company-issue Calling Card. The terms and conditions of the local exchange company shall apply to payment arrangements.

Collect - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept responsibility for the charges.

Company - Intercontinental Communications Group, Inc., d/b/a ICLD, unless stated otherwise.

Company's Point of Presence - Location of the serving central office associated with access to the Company's network.

Customer - Any person, firm, partnership, corporation or other entity which uses service under the terms and conditions of this tariff and is responsible for the payment of charges.

Issued:

Effective:

ISSUED BY:

Michael P. Brown, President
1801 S. Federal Highway, Suite 305
Delray Beach, Florida 33483

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

Customer Dialed Calling Card Call - A service whereby the End User dials all of the digits necessary to route and bill the call to a calling card.

Debit Account - An account which consists of a pre-paid usage balance depleted on a real-time basis during each Debit Service call.

Debit Service Call - A service accessed via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company issued Debit Account.

Dedicated Access - A 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.

End User - Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this tariff. The End User is responsible for payment unless the charges for the service utilized are paid by the Customer.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

ICLD - Refers to Intercontinental Communications Group, Inc., d/b/a ICLD.

Initial Usage Balance - The amount of usage on a Debit Account upon issuance and before any depleting call activity.

LATA - Local Area of Transport and Access

Issued:**Effective:****ISSUED BY:**Michael P. Brown, President
1801 S. Federal Highway, Suite 305
Delray Beach, Florida 33483

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

Marks - A collective term to mean such items as trademarks, service marks, trade names and logos; copyrighted words, artwork, designs, pictures or images; or any other device or merchandise to which legal rights or ownership are held or reserved by an entity.

Operator Dialed Surcharge - This charge applies on operator assisted calls in addition to any other applicable service charge when the caller has the capability of dialing the destination telephone number, but chooses to have the operator dial the number instead.

Operator Station Call - A service whereby the originating Customer uses the assistance of an operator to place or bill the call. Calls may be billed collect or to a telephone company issued Calling Card, to an authorized commercial Credit Card, or to a Third Party are Operator Station Calls. This category does not include calls placed on a Person-to-Person basis.

Person-to-Person Call - A service whereby the person originating the call specifies to the Company operator a particular person to be reached, a particular mobile station, a particular station, room number, department, or office to be reached through a PBX attendant.

Issued:

Effective:

ISSUED BY:

Michael P. Brown, President
1801 S. Federal Highway, Suite 305
Delray Beach, Florida 33483

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

Renewal - A method of replenishing a Debit Account's Available Usage Balance with additional minutes of usage as authorized and paid for by the Customer.

SDPUC - South Dakota Public Utilities Commission

Sponsor - A corporation or other legal entity that exclusively permits the use of its Marks to the Company for use with telephone cards or other merchandise, and contracts with the Company for the marketing of the services described herein.

Switched Access - A method for reaching the Company through the local switched network whereby the End User uses standard business or residential local lines.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

Travel Card - A billing mechanism which enables the Customer to access the service of the Company while away from home or office.

Issued:

Effective:

ISSUED BY:

Michael P. Brown, President
1801 S. Federal Highway, Suite 305
Delray Beach, Florida 33483

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of ICLD

ICLD's services and facilities are furnished for communications originating at specified points within the state of South Dakota under terms of this tariff.

ICLD installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. ICLD 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 ICLD 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 hours per day, seven days per week.

2.2 Limitations

- 2.2.1** Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2** ICLD 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.
- 2.2.3** 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.

Issued:

Effective:

ISSUED BY:

Michael P. Brown, President
1801 S. Federal Highway, Suite 305
Delray Beach, Florida 33483

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

2.2 Limitations, (Cont'd.)

- 2.2.4** All facilities provided under this tariff are directly or indirectly controlled by ICLD 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.
- 2.2.5** 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.
- 2.2.6** ICLD reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

2.3 Use

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

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

2.4 Liabilities of the Company

- 2.4.1 ICLD's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

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

2.4 Liabilities of Company, (Cont'd.)

- 2.4.4 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.4.5 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Debit Cards or Personal Account codes issued for use with the Company's services.
- 2.4.6 The Company shall not be liable for any claim, loss or refund on any unused portion of the usage balance remaining in a Debit Account provided to a Customer before or after the expiration date assigned to each Debit Account.

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

2.5 Deposits

Deposits may be collected from Customers or potential Customers whose credit or payment history is unsatisfactory or unknown to the Company.

2.6 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 amount equal to or less than two months estimated billing.

2.7 Taxes

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

2.8 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. 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 personnel, wiring, electrical power, and the like, incurred in the use of the 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 as endorsed by the Federal Communications Commission.

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

2.9 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. This includes payment for calls or services originated at the Customer's number(s); placed using a Debit Card as a form of payment regardless of the purchaser of the card or the originating location of the call; incurred at the specific request of the Customer. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize. The Customer is responsible for all calls placed via the authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code. The Customer shall be responsible for all calls placed via the Debit Account as the result of the Customer's intentional or negligent disclosure of their Personal Account Code.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Payments for service provided in association with Company-issued Debit Accounts must be received by the Company or its authorized agent prior to the activation of the Customer's Debit Account. The billing agency may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies having jurisdiction. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. If notice of disputed charges is not received within thirty days after an invoice is issued, the invoice shall be considered correct and binding on the Customer.

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

2.9 Payment for Service, (Cont'd.)

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

Payment is within thirty (30) days subsequent to the invoice date and are considered past after the thirty day period. A late payment charge of 1.5% applies to all overdue balances.

2.10 Installation and Termination

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.11 Cancellation by Customer

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

2.12 Interconnection

Service furnished by ICLD 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 ICLD's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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

2.13 Refusal or Discontinuance by Company

2.13.1 ICLD may refuse or discontinue service with proper notice to the Customer for any of the following reasons:

- A. For failure of the Customer to pay a bill for service when it is due, including non-payment of a Customer Account Renewal of a fully-depleted balance.
- B. For failure of the Customer to meet the Company's deposit and credit requirements.
- C. For failure of the Customer to make proper application for service.
- D. For Customer's violation of any of the Company's rules on file with the Commission.
- E. For failure of the Customer to provide the Company reasonable access to its equipment and property.
- F. For Customer's breach of the contract for service between the Company and the Customer.
- G. For a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service.
- H. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- I. When the Available Account Balance of a non-renewable account is depleted to a level insufficient to place a one-minute call to the location of least cost.

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

2.13 Refusal or Discontinuance by Company, (Cont'd.)

2.13.2 ICLD may refuse or discontinue service without notice to the Customer for any of the following reasons:

- A. In the event of tampering with the Company's equipment.
- B. In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.
- C. In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- D. In the event of fraudulent use of the service.

2.14 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.

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

2.15 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.16 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services.

2.17 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Company, including legal and accounting expenses. Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

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

2.18 Toll-Free Numbers

- 2.18.1** The Company will make every effort to reserve "800/888" toll-free vanity numbers on behalf of Customers, but makes no guarantee or warrantee that the requested "800/888" number(s) will be available or assigned to the Customer requesting the number.
- 2.18.2** If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800/888 service to another carrier (e.g., "porting" of the toll-free number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.
- 2.18.3** 800/888 numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in Section 2.18.2, the Company will only honor Customer requests for change in Resp Org or 800/888 service provider for 800/888 numbers dedicated to the sole use of that single Customer.

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

2.19 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank. In addition, the Company reserves the right to place the Available Usage Balance for the Customer's Debit Account on hold until the check or draft clears or is paid.

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

2.20 Customer Inquiries or Complaints

Customer inquiries or complaints regarding service or billings may be made in writing or phone to:

Intercontinental Communications Group, Inc.,
d/b/a ICLD
1801 S. Federal Highway, Suite 305
Delray Beach, Florida 33483
(561) 274-8044
(800) 222-4683

Customers may contact the South Dakota Public Utilities Commission if he or she is dissatisfied with the Company's response. The Commission can be reached at:

South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501-5070
(605) 773-3201
(800) 332-1782

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 General

ICLD provides direct dialed (1+), inbound "800", operator assisted service, debit card and travel card services for communications originating and terminating within the State of South Dakota under terms of this tariff.

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

3.2 Calculation of Distance

Usage charges for mileage sensitive services vary based on the type of service subscribed to by the Customer. For services utilizing switched access, mileage measurements for rate schedules are based on the distance in airline miles between rate centers associated with the originating and terminating stations. For services utilizing dedicated access, mileage measurements for rate schedules are based on the distance in airline miles between the ICLD network access point associated with the station utilizing Dedicated Access Origination/Termination and the rate center associated with the called/calling station.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

- Step 1: Obtain the "V" and "H" coordinates for the serving wire center or network access point serving the Customer's location and the called/calling station.
- Step 2: Obtain the difference between the "V" coordinates. Obtain the difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating locations of the call.

Formula:

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

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

3.3 Timing of Calls

- 3.3.1 Long distance usage charges are based on usage of the Company's network. Chargeable time begins when the calling and the called station are connected.
- 3.3.2 Chargeable time ends when one party "hangs up" the telephone, thereby releasing the network connection.
- 3.3.3 The minimum call duration and call increments for billing purposes are specified on a per-product basis.
- 3.3.4 The Company shall not bill for unanswered calls.
- 3.3.5 Should a call originate in one rate period and terminate in another rate period the entire call will be billed by the rates in effect at the time of connection based on the originating rate period.

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

3.4 Rate Periods

Unless otherwise specified in this tariff, the following rate periods apply to services subject to time of day discounts:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	PEAK PERIOD						
5:00 PM TO 11:00 PM*	OFF-PEAK PERIOD						
11:00 PM TO 8:00 AM*							

	MON	TUE S	WED	THU R	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

* to, but not including

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

3.5 ICLD Business Direct

ICLD Business Direct is available to business and residential Customers for outbound calling via Customer-provided local exchange company provided switched access. The minimum ICLD Business Direct call duration for billing purposes is thirty (30) seconds. Additional usage is measured in six (6) second increments for billing purposes. Customers are billed based on a minimum monthly commitment. Should the Customer not meet the monthly estimated usage, the Company and the Customer will determine whether this is the correct plan for the Customer. In any case, the Customer will not be billed the minimum usage should the estimated monthly billing not be met.

3.6 ICLD Residential Direct

ICLD Residential Direct is available to residential Customers for outbound calling via Customer-provided local exchange company provided switched access. The minimum ICLD Residential Direct call duration for billing purposes is one (1) minute with additional usage measured and billed in one (1) minute increments. Customers are billed based on a minimum monthly commitment. Should the Customer not meet the monthly estimated usage, the Company and the Customer will determine whether this is the correct plan for the Customer. In any case, the Customer will not be billed the minimum usage should the estimated monthly billing not be met.

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

3.7 ICLD Operator Assisted Service

The Company provides the Customer operator assisted services to aggregator locations on a per call service charge basis. In addition to the per call service charge, mileage-sensitive usage rates apply. The Company's operator services are accessible on a twenty-four (24) hour per day seven (7) days per week basis.

The use of the Company's operator services allows the Customer to select from the special call handling or billing arrangements specified within. Call rates and applicable service charges will be assessed to the call originator, the called party's telephone number based on the call type (i.e. operator dialed, collect, third party billed, credit card billed or Customer dialed credit card billed without the use of an operator's assistance) initiated by the call originator and the appropriate acknowledgement of other parties, where applicable.

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

3.8 ICLD Direct - Dedicated

Intrastate dedicated outbound service designed for business Customers. Calls are billed in six (6) second increments with an eighteen (18) second minimum billing period. Calls originate from Customer-provided dedicated access lines. Customers are billed based on a minimum monthly commitment. Should the Customer not meet the monthly estimated usage, the Company and the Customer will determine whether this is the correct plan for the Customer. In any case, the Customer will not be billed the minimum usage should the estimated monthly billing not be met.

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

3.9 ICLD Switched 800 Service

ICLD Switched 800 Service is available to business and residential subscribers for incoming calls. Calls originate from any interstate or intrastate location over an 800 number and terminate to a Customer-provided residential or business switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in thirty (30) second increments with a minimum billing period of six (6) seconds. A monthly service charge applies per 800 number. Customers are billed based on a minimum monthly commitment. Should the Customer not meet the monthly estimated usage, the Company and the Customer will determine whether this is the correct plan for the Customer. In any case, the Customer will not be billed the minimum usage should the estimated monthly billing not be met.

3.10 ICLD Dedicated 800 Service

ICLD Dedicated 800 Service is available to Subscribers for incoming calls. Calls originate from any interstate or intrastate location over an 800 number and terminate to a Customer-provided dedicated access line. Call charges are billed to the subscriber rather than to the originating caller. Calls are billed in thirty (30) second increments with a minimum call duration for billing purposes of six (6) seconds. A monthly service charge applies per 800 number. Customers are billed based on a minimum monthly commitment. Should the Customer not meet the monthly estimated usage, the Company and the Customer will determine whether this is the correct plan for the Customer. In any case, the Customer will not be billed the minimum usage should the estimated monthly billing not be met.

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

3.11 Travel Card Service

ICLD Travel Card Service is available to business and residential Customers. Calls are originated by dialing a 1-800 access number, followed by the terminating telephone number and personal identification number. Calls may originate from standard residential, business, hotel or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in one minute and additional minute increments. The minimum call duration for billing purposes is one minute. Call charges include per minute usage charges and per call service charges which are subject to commitment discounts.

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

3.12 ICLD Debit Card Service - I

ICLD Debit Card Service is a Debit Card service available to residential and business Subscribers for placing calls while away from home or office. Calls are originated by dialing the 800 access number printed on the card, followed by an account identification number and personal identification number. Debit card accounts maintain a balance which is depleted on a real-time basis as calls are placed. Customers are notified of their remaining account balance at the beginning of each call. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in one (1) minute increments. The minimum call duration for billing purposes is one (1) minute. ICLD Debit Card Service is available twenty-four (24) hours a day, seven (7) days per week. The number of available cards is subject to technical limitations. Cards will be offered to Customers on a first come, first served basis.

A. Exclusions

1. Calls to 500, 700, 800 and 900 numbers
2. Calls requiring the quotation of time and charges
3. Air to ground and High seas services

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

3.12 ICLD Debit Card Service - I, (Cont'd.)

B. Service Availability

1. All calls must be charged against an ICLD Debit Card that has sufficient available balance.
2. A Customer's call will be interrupted with an announcement when the balance is about to be depleted. Such announcement will occur one minute before the balance will be depleted, based on the terminating location of the call. The Customer will be requested to enter another valid Debit Card number in order to continue the call or can recharge their current card.
3. Calls in progress will be terminated by the Company if the balance on the ICLD Debit Card is insufficient to continue the call and the Customer fails to recharge their card number or enters another valid ICLD Debit Card prior to termination.
4. Payment for the ICLD Debit Card and any Available Usage in a Customer's Debit Account is non-refundable.

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

3.13 ICLD Debit Card Service - Sponsor Program

The Debit Card Sponsor Program is offered to organizations or commercial entities for distribution to their members or patrons. The marketing vehicle and expiration period is selected by the Sponsor upon joint agreement between the Company and the Sponsor. The Sponsor is responsible for obtaining all necessary permissions for the use of any trade mark, trade name, service mark or other image on the card. The Sponsor may distribute the Carrier's debit card accounts at reduced rates or free of charge to end users for promotional purposes. At the option of the sponsor, these cards may not be replenishable. The Company reserves the right to approve or reject any image and to specify the Customer information language and use of the Carrier's trade mark, trade name, service mark or other image on the card.

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

3.14 Directory Assistance

Directory Assistance is available to ICLD Customers. Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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SECTION 4 - RATES

4.1 ICLD - General

If a Customer or Subscriber purchases more than one ICLD service, the cumulative monthly billing for all services will be used to determine the rate for each service. Customers with cumulative billing of less than \$50.00 will be charged a \$5.00 bill processing fee.

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SECTION 4 - RATES, (CONT'D.)

4.2 ICLD Business Direct

The minimum ICLD Business Direct call duration for billing purposes is thirty (30) seconds. Additional usage is measured in six (6) second increments for billing purposes.

Minimum Monthly Billing	Peak					
	0-292 Miles		293-430 Miles		431+ Miles	
	1st Min.	Add'l Min.	1st Min.	Add'l Min.	1st Min.	Add'l Min.
\$0-\$100.00	0.172	0.172	0.187	0.186	0.206	0.206
\$100.01-\$250.00	0.138	0.138	0.150	0.149	0.165	0.164
\$250.01 +	0.124	0.124	0.135	0.134	0.149	0.148

Minimum Monthly Billing	Off-Peak					
	0-292 Miles		293-430 Miles		431+ Miles	
	1st Min.	Add'l Min.	1st Min.	Add'l Min.	1st M.n.	Add'l Min.
\$0-\$100.00	0.137	0.137	0.149	0.147	0.166	0.165
\$100.01-\$250.00	0.110	0.110	0.119	0.118	0.132	0.132
\$250.01 +	0.099	0.099	0.107	0.106	0.119	0.119

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SECTION 4 - RATES, (CONT'D.)

4.3 ICLD Residential Direct

The minimum ICLD Residential Direct call duration for billing purposes is one (1) minute with additional usage measured and billed in one (1) minute increments.

Minimum Monthly Billing	Peak					
	0-292 Miles		293-430 Miles		431+ Miles	
	1st Min.	Add'l Min.	1st Min.	Add'l Min.	1st Min.	Add'l Min.
\$0-\$50.00	0.172	0.172	0.187	0.186	0.206	0.206
\$50.01-\$100.00	0.138	0.138	0.150	0.149	0.165	0.164
\$100.01 +	0.124	0.124	0.135	0.134	0.149	0.148

Minimum Monthly Billing	Off-Peak					
	0-292 Miles		293-430 Miles		431+ Miles	
	1st Min.	Add'l Min.	1st Min.	Add'l Min.	1st Min.	Add'l Min.
\$0-\$50.00	0.137	0.137	0.149	0.147	0.166	0.165
\$50.01-\$100.00	0.110	0.110	0.119	0.118	0.132	0.132
\$100.01 +	0.099	0.099	0.107	0.106	0.119	0.119

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SECTION 4 - RATES, (CONT'D.)

4.4 ICLD Operator Assisted Service

The Company provides the Customer operator assisted services to aggregator locations on a per call service charge basis. In addition to the per call service charge, mileage-sensitive usage rates apply. The Company's operator services are accessible on a twenty-four (24) hour per day seven (7) days per week basis.

Usage Rates

Mileage Band	Day		Evening		Night/Weekend	
	1st Minute	Add'l Minute	1st Minute	Add'l Minute	1st Minute	Add'l Minute
0-10	\$0.3900	\$0.2340	\$0.3120	\$0.1872	\$0.2340	\$0.1404
11-16	0.4940	0.2600	0.3952	0.2080	0.2964	0.1560
17-22	0.5070	0.2860	0.4056	0.2288	0.3042	0.1716
23-30	0.5590	0.3120	0.4472	0.2496	0.3354	0.1872
31-40	0.5850	0.3380	0.4680	0.2704	0.3510	0.2028
41-55	0.6240	0.3770	0.4992	0.3016	0.3744	0.2262
56-85	0.6630	0.4160	0.5304	0.3328	0.3978	0.2496
86-124	0.6890	0.4420	0.5512	0.3536	0.4134	0.2652
125-244	0.7020	0.4680	0.5616	0.3744	0.4212	0.2808
245-475	0.7150	0.4940	0.5720	0.3952	0.4290	0.2964

Per Call Surcharges

Customer Dialed Calling Card	\$2.30
Operator Dialed Calling Card	\$2.95
Collect	\$2.95
Third Party Billed	\$3.05
Person-to-Person	\$6.40
Operator Dialed Surcharge	\$1.50
Location Surcharge	\$1.50

Issued:

Effective:

ISSUED BY:

Michael P. Brown, President
1801 S. Federal Highway, Suite 305
Delray Beach, Florida 33483

SECTION 4 - RATES, (CONT'D.)

4.5 ICLD Direct - Dedicated

Calls are billed in six (6) second increments with an eighteen (18) second minimum billing period..

Minimum Monthly Billing	Peak					
	0-292 Miles		293-430 Miles		431+ Miles	
	1st Min.	Add'l Min.	1st Min.	Add'l Min.	1st Min.	Add'l Min.
\$0-\$1000.00	0.113	0.100	0.099	0.099	0.108	0.109
\$1000.01-\$2500.00	0.106	0.094	0.093	0.093	0.102	0.103
\$2500.01 +	0.096	0.085	0.084	0.084	0.092	0.093

Minimum Monthly Billing	Off-Peak					
	0-292 Miles		293-430 Miles		431+ Miles	
	1st Min.	Add'l Min.	1st Min.	Add'l Min.	1st Min.	Add'l Min.
\$0-\$1000.00	0.094	0.081	0.074	0.074	0.081	0.082
\$1000.01-\$2500.00	0.089	0.077	0.070	0.070	0.077	0.078
\$2500.01 +	0.080	0.069	0.063	0.063	0.069	0.070

Issued:

Effective:

ISSUED BY:

Michael P. Brown, President
 1801 S. Federal Highway, Suite 305
 Delray Beach, Florida 33483

SECTION 4 - RATES, (CONT'D.)

4.6 ICLD Switched 800 Service

Calls are billed in thirty (30) second increments with a minimum billing period of six (6) seconds. A monthly service charge applies per 800 number.

Minimum Monthly Billing	Per Minute Rate
\$0-\$100.00	0.1740
\$100.01-\$250.00	0.1640
\$250.01 +	0.1478

Monthly Service Charge: \$10.00

Issued:

Effective:

ISSUED BY:

Michael P. Brown, President
1801 S. Federal Highway, Suite 305
Delray Beach, Florida 33483

0
1
4
2
5
6
4

SECTION 4 - RATES, (CONT'D.)

4.7 ICLD Dedicated 800 Service

Calls are billed in thirty (30) second increments with a minimum call duration for billing purposes of six (6) seconds. A monthly service charge applies per 800 number.

Minimum Monthly Billing	Per Minute Rate		
	Day	Evening	Weekend
\$0 - \$1000	0.1210	0.1020	0.0880
\$1000.01-\$2500.00	0.1140	0.0970	0.0830
\$2500.00 +	0.1025	0.0869	0.0745

Monthly Service Charge: \$10.00

Issued:

Effective:

ISSUED BY:

Michael P. Brown, President
1801 S. Federal Highway, Suite 305
Delray Beach, Florida 33483

SECTION 4 - RATES, (CONT'D.)

4.8 Travel Card Service

Calls are billed in one minute and additional minute increments. The minimum call duration for billing purposes is one minute. Call charges include per minute usage charges and per call service charges which are subject to commitment discounts.

Minimum Monthly Billing	Per Minute Rate
\$0-\$25.00	0.25
\$25.01 +	0.20

Service Charge: \$0.25/Per Call

Issued:

Effective:

ISSUED BY:

Michael P. Brown, President
1801 S. Federal Highway, Suite 305
Deiray Beach, Florida 33483

SECTION 4 - RATES, (CONT'D.)

4.9 ICLD Debit Card Service - I

Calls are billed in one (1) minute increments. The minimum call duration for billing purposes is one (1) minute.

Number of Cards	Per Minute Rate
501 +	0.25
201 - 500	0.35
76 - 200	0.40
51 - 75	0.45
26 - 50	0.50
6 - 25	0.55
1 - 5	0.60

Surcharge: \$0.25/Per Call

Issued:

Effective:

ISSUED BY:

Michael P. Brown, President
1801 S. Federal Highway, Suite 305
Delray Beach, Florida 33483

SECTION 4 - RATES, (CONT'D.)

4.10 ICLD Debit Card Service - Sponsor Program

The Sponsor may distribute the Carrier's debit card accounts at reduced rates or free of charge to end users for promotional purposes. At the option of the sponsor, these cards may not be replenishable.

Usage Rate: \$0.60/Per Minute

Service Charge: \$0.25/Per Call

Issued:

Effective:

ISSUED BY:

Michael P. Brown, President
1801 S. Federal Highway, Suite 305
Delray Beach, Florida 33483

SECTION 4 - RATES, (CONT'D.)

4.11 Directory Assistance

Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance.

Per Call Charge: \$.65

Issued:

Effective:

ISSUED BY:

Michael P. Brown, President
1801 S. Federal Highway, Suite 305
Delray Beach, Florida 33483

ATTACHMENT V

**Intercontinental Communications Group, Inc.,
d/b/a ICLD**

Sales & Marketing Material

To be submitted at a later time.

ATTACHMENT VI

**Intercontinental Communications Group, Inc.,
d/b/a ICLD**

Cost Support Data

Intercontinental Communications Group, Inc., d/b/a ICLD

Cost Support Data

The cost and revenue estimates calculated below are based on a projected mix of traffic and ICLD's current network experience.

Operator assisted call:

AVERAGE PER CALL REVENUE: \$ 2.96

COST PER CALL:

Transmission \$.71

Operator Cost/Validation \$.285

Billing/Collection \$.33

Administrative Overhead \$.10

Bad Debt Allowance \$.11

Total Cost \$ 1.53

Gross Margin: \$ 1.43

GROSS MARGIN PER CALL: 51 %

* 6 minute call

0142572

ICLD
OPERATING ACCOUNT
1801 S. FEDERAL HWY. STE. 305
DELRAY BEACH, FL 33483

1732

63 843 870
0043

1-2 1997

PAY
TO THE
ORDER OF

South Shokala PIC

\$ 250⁰⁰

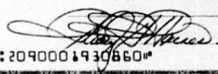
Two hundred fifty and no/100

DOLLARS

FIRST UNION

First Union National Bank
of Florida
Boca Raton, Florida
24 hour Information Service
1-800-735-1012

TWO SIGNATURES REQUIRED OVER \$5000



FOR

⑈001732⑈ ⑆067006432⑆2090001930660⑈

South Dakota
Public Utilities Commission
State Capitol 500 E. Capitol
Pierre, SD 57501-5070
Phone: (605) 332-1782
Fax: (605) 773-3809

TELECOMMUNICATIONS SERVICE FILINGS

These are the telecommunications service filings that the Commission has received for the period of:

01/03/97 through 01/09/97

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five days of this filing.

DOCKET NUMBER	TITLE/STAFF/SYNOPSIS	DATE FILED	INTERVENTION DEADLINE
REQUEST FOR CERTIFICATE OF AUTHORITY			
TC97-002	Application by Intercontinental Communications Group, Inc. d/b/a ICLD for a Certificate of Authority to operate as a telecommunications company within the state of South Dakota. (Staff: TH/CH) Applicant seeks to provide 1+ direct dial calling, inbound 800 service, operator assisted service, debit card and travel card services.	01/07/97	01/24/97
FULLY COMPETITIVE TELECOMMUNICATIONS FILINGS			
NA	ConQuest Operator Services Corp. filed to change a couple of operator service rates to mirror AT&T's rate changes. The changes are effective January 20, 1997.	01/06/97	NA
NA	Teleconnect Company filed to introduce a promotion called 10321 Promotion. The promotion is effective January 8, 1997.	01/08/97	NA
NA	MCI Telecommunications Corporation filed to reduce the card surcharge for Option B (Credit Card) and to reintroduce the intraLATA PIC Fee Waiver Promotion. The revisions are effective January 18, 1997.	01/08/97	NA
NA	AT&T Communications of the Midwest, Inc. filed to reduce some of the rates for AT&T Uniplan Service in its Custom Network Service Tariff. The rate revisions are effective January 10, 1997.	01/09/97	NA

Important Notice: The Commission is compiling a list of internet addresses. If you have an internet address please notify the Commission by E-mailing it to Terry Nazium at terry@pucc.state.sd.us. Faxing the address to the Commission at: 605-773-3809.

4-4-00-244-B

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
INTERCONTINENTAL COMMUNICATIONS)	CERTIFICATE OF
GROUP, INC., D/B/A ICLD FOR A)	AUTHORITY
CERTIFICATE OF AUTHORITY TO PROVIDE)	
TELECOMMUNICATIONS SERVICES IN)	TC97-002
SOUTH DAKOTA)	

On January 7, 1997, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20 10 24 02, received an application for a certificate of authority from Intercontinental Communications Group, Inc. d/b/a ICLD (ICLD).

ICLD proposes to offer long distance voice telecommunications services over resold transmission facilities. ICLD offers "1+" direct dial calling, in-bound "800" service, operator assisted service, debit card and travel card services. A proposed tariff was filed by ICLD. The Commission has classified long distance service as fully competitive.

On January 9, 1997, the Commission electronically transmitted notice of the filing and the intervention deadline of January 24, 1997, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled February 11, 1997, meeting, the Commission considered ICLD's request for a certificate of authority. Commission Staff recommended granting a certificate of authority.

The Commission finds that it has jurisdiction over this matter pursuant to Chapter 49-31, specifically 49-31-3 and ARSD 20 10 24 02 and 20 10 24 03. The Commission finds that ICLD has met the legal requirements established for the granting of a certificate of authority. ICLD has, in accordance with SDCL 49-31-3, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. The Commission approves ICLD's application for a certificate of authority. As the Commission's final decision in this matter, it is therefore

ORDERED, that ICLD's application for a certificate of authority is hereby granted, effective March 7, 1997. It is

FURTHER ORDERED, that ICLD shall file informational copies of tariff changes with the Commission as the changes occur.

Dated at Pierre, South Dakota, this 20th day of February, 1997.

CERTIFICATE OF SERVICE	
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket as listed on the docket service list, by first class mail, in properly addressed envelopes, with charges prepaid thereon.	
By	<u>Melaine Kalbs</u>
Date	<u>2/21/97</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner

NEXT

DOCUMENT (S)

DISREGARD

BACKGROUND

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

To Conduct Business As A Telecommunications Company
Within The State Of South Dakota

Authority was Granted February 11, 1997, effective March 7, 1997
Docket No. TC97-002

This is to certify that

**INTERCONTINENTAL COMMUNICATIONS GROUP, INC.,
D/B/A ICLD**

is authorized to provide telecommunications services in South Dakota.

This certificate is issued in accordance with SDCL 49-31-3 and ARSD 20 10 24 02, and is subject to all of the conditions and limitations contained in the rules and statutes governing its conduct of offering telecommunications services.

Dated at Pierre, South Dakota, this 20th day of February, 1997

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**



James A. Burg

JAMES A. BURG, Chairman

Pam Nelson

PAM NELSON, Commissioner

Laska Schoenfelder

LASKA SCHOENFELDER, Commissioner