

TC97-033

KCTS

TC97-033

DOCKET NO.

In the Matter of IN THE MATTER OF THE
APPLICATION OF GST NET, INC. FOR
A CERTIFICATE OF AUTHORITY TO
PROVIDE TELECOMMUNICATIONS
SERVICES IN SOUTH DAKOTA

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
4/3/97	Filed and docketed,
4/3/97	TC for PUC,
5/21/97	Order Granting COA,
5/21/97	Docket Closed.

0
1
4
2
.
3
7
.
1

TC97-033
RECEIVED

APR 02 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

CHARLES L. BEST

Attorney at Law

Suite 805

1220 S.W. Morrison Street

Portland, Oregon 97205

Telephone: (503) 222-1886 / Facsimile: (503) 222-4711

March 31, 1997

Public Utilities Commission of South Dakota
500 E. Capitol Ave
Pierre, SD 57501

Re: State certification for GST Net, Inc. (GST Net)

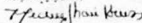
Dear Commission Staff:

Enclosed for filing with the Commission please find an original and ten (10) copies of the above captioned corporation's application for a new CERTIFICATE OF AUTHORITY

Also enclosed is an exact duplicate of this letter. Please date-stamp the duplicate and return the same to me in the enclosed postage pre-paid envelope.

Should you have any questions concerning this matter, please feel free to contact me at the number above.

Very truly yours,



Michelle-Shari Kruss
of Attorney for GST Net, Inc.

Enclosures

1. Signed application and exhibits
2. Registration fee

cc: GST Net, Inc.
Harlen Best



PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

HARLAN BEST

DEPUTY DIRECTOR - FIXED UTILITIES DIVISION

TELEPHONE
(605) 773-3201

500 E. CAPITOL AVE.
PIERRE, SD 57501

HARLES L. BEST

Attorney at Law
Suite 1102

522 S.W. Fifth Avenue
Portland, Oregon 97204

222-1886 / Facsimile: (503) 222-4711

August 26, 1996

South Dakota Public Utilities Commission
Attn: Telecommunications Staff
500 E. Capitol Street
Pierre, SD 57501-5070

RE: State Certificate of Authority for GST Net, Inc.

Dear Commission Staff,

GST Net, Inc. a competitive provider of 800, calling card and long distance services, wishes to provide service to customers in your state. GST Net recently acquired International Telemanagement Group, Inc. (ITG) which may already be certified to provide some long distance services in your state. However, GST Net would now like to provide services in its own name. Initially GST Net would provide the following:

Intrastate Message Telecommunications Service
800 Service
Calling Cards
Pre-paid Calling Cards

We need to know whether GST Net can use any current authority granted to ITG by your state to provide these services? If ITG's current certificate cannot be used, what certification process does GST need to utilize to obtain authority to provide these services in your state?

Any assistance you can provide us would be greatly appreciated. Please send any necessary forms and rules to me at the above address. If you have questions or wish to discuss any aspect of the process, please give me a call.

Very truly yours,

Charles L. Best
Charles L. Best

cc: GST Telecom

9/19/96 2:00 PM 17r
to GST
RECEIVED
AUG 29 1996
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

- not
certified
with
SDPUC

Certification
are not
transferable

Packets
included

Harlan Best
SDPUC

8
1
4
2
J. W. 264

BEFORE THE SOUTH DAKOTA PUBLIC UTILITY COMMISSION

Application of GST Net, Inc. for a Certificate of
Authority, Pursuant to South Dakota Rule
20:10:24.02.

)
)
)
Docket No. _____

1. IDENTITY OF THE APPLICANT:

GST Net, Inc. ("GST Net")
4317 NE Thurston Way
Vancouver, WA 98662
Phone: (360) 254-4700
Fax: (360) 260-2075

2. DOING BUSINESS AS:

Not applicable.

3. SUPPLEMENTAL CORPORATE INFORMATION:

GST Net, a privately held corporation, was incorporated in the State of Delaware on February 2, 1995.

A copy of GST Net's Articles of Incorporation is attached as Exhibit A.

The name and address of GST Net's registered agent in South Dakota is Ronald Olinger, Prentice Hall, 117 East Capitol, Pierre, SD 57501.

A copy of GST Net's certificate of authority to transact business in South Dakota, issued by the Secretary of State, is attached as Exhibit B.

GST Net is a subsidiary of another privately held corporation, GST USA, Inc. ("GST USA"). GST USA is a subsidiary of GST Telecommunications, Inc. Please see attached Organizational Chart identified as Exhibit C.

4. THE NAME, TITLE, AND BUSINESS ADDRESS OF EACH PARTNER, BOTH GENERAL AND LIMITED.

Not applicable. GST Net is a privately held corporation.

5. DESCRIPTION OF PROPOSED SERVICES:

GST Net initially intends to provide the following intrastate services throughout the State of South Dakota:

1. Message Telecommunications Service;
2. 800 Service;

3. Calling Card Services;
4. Prepaid Calling Cards.

6. MEANS BY WHICH GST NET WILL PROVIDE ITS SERVICES:

As a non-facility based telecommunications reseller, GST Net does not own, operate, control or manage any telecommunications facilities in South Dakota. However, GST Net will serve as a central point of contact for customer assistance.

7. THE GEOGRAPHIC AREAS IN WHICH THE SERVICES WILL BE OFFERED:

GST Net will be providing service throughout the state of South Dakota.

8. FINANCIAL:

GST Net is submitting its ultimate parent company's most recent annual report to demonstrate that GST Net possesses the financial ability to provide competitive long distance resold telecommunications services in South Dakota. Please see attached Exhibit D.

Also included in Exhibit D is GST Net's proposed tariff showing all rates, deposits, and charges associated with providing the proposed services to the general public, including the standard practices GST Net will follow when interacting with its customers.

9. CONTACT PERSON(s):

Regulatory Contact: Geri Roper
Manager, Contracts & Dockets
4317 NE Thurston Way
Vancouver, WA 98662
(360) 254-4700

Tariff Contact: Jane Z. Delahanty
Tariff Manager
(Same as above)

Attached as Exhibit E is a description of how GST Net will handle customer billing and service related matters.

10. STATES IN WHICH GST NET IS REGISTERED OR CERTIFIED:

GST Net is currently doing business in various states and the interstate jurisdiction.

GST Net has never been denied registration or certification in any state.

11. MARKETING:

Attached as Exhibit F is a detailed description of how GST Net intends to market its services., its target market, statement that GST Net intends to engage in multilevel marketing, and copies of company brochures used to assist in the sales of services.

GST Net does not intend to engage in multilevel marketing.

0
1
4
2
+
3
7
+
5

12. NECESSARY MANAGERIAL AND TECHNICAL ABILITY:

In support of GST Net's managerial and technical ability to provide service for which authority is sought herein, GST Net is submitting the resumes of its current corporate officers. Please see Exhibit G.

13. ATTORNEY:

Michelle-Shari Kruss
Attorney at Law
Law Offices of Charles L. Best
1220 SW Morrison Street
Suite 805
Portland, OR 97205
(503) 222-1886
Fax: (503) 222-4711

14. ACCOUNTING RECORDS AND SUPPORTING DOCUMENTS:

GST Net's accounting records and supporting documentation are maintained at its principal place of business in the State of Washington.

15. START DATE:

GST Net proposes to begin offering services immediately upon Commission approval of this Application.

16. COMMISSION APPROVAL SOUGHT:

GST Net respectfully requests that this Application be acted upon expeditiously by the Commission and that the Commission makes its order effective with the date of its issuance.

Respectfully submitted this 31st day of March, 1997.

GST Net, Inc.

By: 

Clifford V. Sander
Vice-President GST Net, Inc.

Michelle-Shari Kruss
Attorney at Law
Law Office of Charles L. Best
1220 S.W. Morrison Street
Suite 805
Portland, OR 97205
Phone (503) 222-1886
Fax (503) 222-4711

Certificate of Incorporation

of

GST OmniNet, Inc.

FIRST: The name of the Corporation is: GST OmniNet, Inc. (the "Corporation").

SECOND: The registered office of the corporation and registered agent in the State of Delaware is to be located at 32 Lookerman Square, Suite L-100 in the City of Dover, County of Kent. The name of its registered agent is The Prentice-Hall Corporation System, Inc.

THIRD: The nature of the business, and the objects and purposes proposed to be transacted, promoted and carried on, are to do any lawful act or thing for which a corporation may be organized under the General Corporation Law of the State of Delaware (the "GCL").

FOURTH: The aggregate number of shares of stock which the Corporation shall have authority to issue is One Thousand (1,000) with a par value of one cent (\$.01) per share, all of which shall be designated "Common Stock".

FIFTH: The name and mailing address of the Incorporator is:

Eugene J. Stroz, Jr.
c/o Olshan Grundman Frome & Rosenzweig
505 Park Avenue
New York, New York 10022

SIXTH: A. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the directors' duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the GCL, or (iv) for any transaction from which the director derived an improper personal benefit. If the GCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the GCL, as so amended. Any repeal or modification of this Paragraph A by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation with respect to events occurring prior to the time of such repeal or modification.

49655.

Exhibit A

B. (1) Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit, or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she or a person of whom he or she is the legal representative is or was a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation, as a director, officer or employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the GCL as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in paragraph (2) of this Paragraph B with respect to proceedings seeking to enforce rights to indemnification, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Paragraph B shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that if the GCL requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity) in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking by or on behalf of such director or officer to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Paragraph B or otherwise.

(2) If a claim under paragraph (1) of this Paragraph B is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the

8142370

Corporation) that the claimant has not met the standards of conduct which make it permissible under the GCL for the Corporation to indemnify the claimant for the amount claimed but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the GCL, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(3) The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Paragraph B shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the certificate of Incorporation, By-Laws, agreement, vote of stockholders or disinterested directors or otherwise.

(4) The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the GCL.

(5) The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification, and rights to be paid by the Corporation for the expenses incurred in defending any proceeding in advance of its final disposition, to any agent of the Corporation to the fullest extent of the provisions of this Paragraph B with respect to the indemnification and advancement of expenses of directors, officers and employees of the Corporation.

SEVENTH: In addition to any other considerations which the Board of Directors may lawfully take into account, in determining whether to take or to refrain from taking corporate action on any matter, including proposing any matter to the stockholders of the Corporation, the Board of Directors may take into account the long-term as well as short-term interests of the Corporation and its stockholders (including the possibility that these interests may be best served by the continued independence of the Corporation), the interests of creditors, customers, employees and other constituencies of the Corporation and its subsidiaries and the effect upon communities in which the Corporation and its subsidiaries do business.

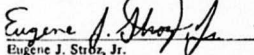
EIGHTH: In furtherance and not in limitation of the powers conferred by law or in this Certificate of Incorporation, the Board of Directors (and any committee of the Board of Directors) is expressly authorized, to the extent permitted by law, to take

B
1
4
2
3
7
9

such action or actions as the Board or such committee may determine to be necessary or desirable to (A) encourage any person to enter into negotiations with the Board of Directors and management of the Corporation with respect to any transaction which may result in a change in control of the Corporation which is proposed or initiated by such person or (B) contest or oppose any such transaction which the Board of Directors or such committee determines to be unfair, abusive or otherwise undesirable with respect to the Corporation and its business, assets or properties or the stockholders of the Corporation, including, without limitation, the adoption of plans or the issuance of rights, options, capital stock, notes, debentures or other evidences of indebtedness or other securities of the Corporation, which rights, options, capital stock, notes, evidences of indebtedness and other securities (i) may be exchangeable for or convertible into cash or other securities on such terms and conditions as may be determined by the Board or such committee and (ii) may provide for the treatment of any holder or class of holders thereof designated by the Board of Directors or any such committee in respect of the terms, conditions, provisions and rights of such securities which is different from, and unequal to, the terms, conditions, provisions and rights applicable to all other holders thereof.

NINTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and any other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, subject to the limitations set forth in this Certificate of Incorporation and in the manner now or hereafter provided herein by statute, and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as amended are granted subject to the rights reserved in this Article NINTH.

IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of February, 1995.


Eugene J. Strub, Jr.
Sole Incorporator

NEXT

DOCUMENT (S)

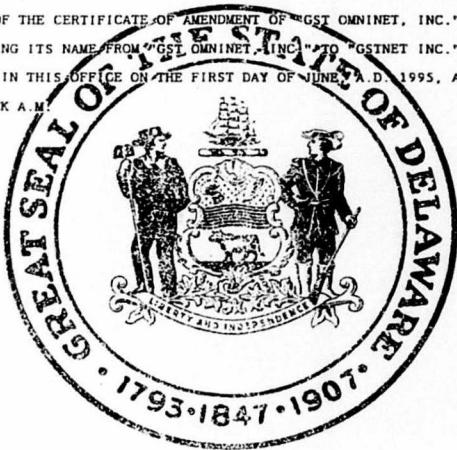
DISREGARD

BACKGROUND

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "GST OMNINET, INC.", CHANGING ITS NAME FROM "GST OMNINET, INC." TO "GSTNET INC.", FILED IN THIS OFFICE ON THE FIRST DAY OF JUNE, A.D. 1995, AT 11 O'CLOCK A.M.



Edward J. Freel
Edward J. Freel, Secretary of State

AUTHENTICATION:

DATE: 7745143

12-11-95

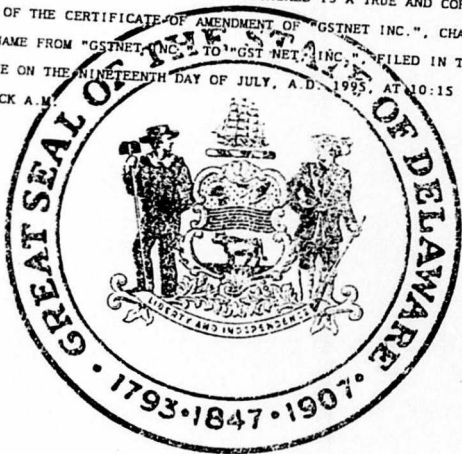
2477253 8100

950289533

8142-37-12

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "GSTNET INC.", CHANGING ITS NAME FROM "GSTNET, INC." TO "GST NET, INC.", FILED IN THIS OFFICE ON THE NINETEENTH DAY OF JULY, A.D. 1995, AT 10:15 O'CLOCK A.M.



Edward J. Freel
Edward J. Freel, Secretary of State

AUTHENTICATION:

DATE: 7745144

12-11-95

2477253 8100

950289533

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 GST NET, INC. (DE) 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 GST NET, 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 March 24, 1997.

Joyce HazelTine
JOYCE HAZELTINE
Secretary of State

Exhibit "B"

APPLICATION FOR CERTIFICATE OF AUTHORITY

Pursuant to the provisions of SDCL 47-8-7, the undersigned corporation hereby applies for a Certificate of Authority to transact business in the State of South Dakota and for that purpose submits the following statement.

(1) The name of the corporation is GTT Net, Inc.
(Exact corporate name)

(2) If the name of the corporation does not contain the word "corporation", "company", "incorporated", or "limited" or does not contain an abbreviation of one of such words, then the name of the corporation with the word or abbreviation which it elects to add thereto for use in this state is
N/A

(3) State where incorporated Delaware Federal Taxpayer ID#

(4) The date of its incorporation is February 2, 1995 and the period of its duration, which may be perpetual, is perpetual

(5) The address of its principal office in the state or country under the laws of which it is incorporated is
1013 Centre Blvd., Wilmington, Delaware Zip Code 19805
mailing address if different from above is 4317 NE Thurston Way, Vancouver, Washington Zip Code 98662

(6) The street address, or a statement that there is no street address, of its proposed registered office in the State of South Dakota is 503 South Pierre Street, Pierre SD Zip 57501 and the name of its proposed registered agent in the State of South Dakota at that address is The Prenton Hall Corporation System, Inc.

(7) The purposes which it proposes to pursue in the transaction of business in the State of South Dakota are: (state specific purposes)
telecommunications services

(8) The names and respective addresses of its directors and officers are:

Name	Officer Title	Street Address	City	State	Zip
John Manta	President & CEO	4317 NE Thurston Way, Vancouver, WA	Vancouver	WA	98662
Clifford V. Bender	V.P. & Secy	4317 NE Thurston Way, Vancouver, WA	Vancouver	WA	98662
John Manta	Chairman of Board	4317 NE Thurston Way, Vancouver, WA	Vancouver	WA	98662
Clifford V. Bender	Director	4317 NE Thurston Way, Vancouver, WA	Vancouver	WA	98662
Stephen Levin	Director	505 Park Avenue, New York, NY	New York	NY	10022

(9) The aggregate number of shares which it has authority to issue, itemized by classes, par value of shares, shares without par value, and series, if any, within a class is:

Number of shares	Class	Series	Par value per share or statement that shares are without par value
1,000	Common	N/A	\$0.01

Number of shares	Class	Series	Par value per share or statement that shares are without par value
100	Common	N/A	\$0.01

(11) The amount of its stated capital is \$ 1,000
Shares issued times par value equals stated capital. In the case of no par value stock, stated capital is the consideration received for the issued shares.

(12) This application is accompanied by a CERTIFICATE OF FACT or a CERTIFICATE OF GOOD STANDING duly acknowledged by the secretary of state or other officer having custody of corporate records in the state of country under whose laws it is incorporated.

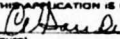
(13) That such corporation shall not directly or indirectly combine or make any contract with any incorporated company, foreign or domestic, through their stockholders or the trustees or assigns of such stockholders, or with any partnership or association of persons, or in any manner whatsoever to fix the prices, limit the production or regulate the transportation of any product or commodity so as to prevent competition in such prices, production or transportation or to establish excessive prices therefor.

(14) That such corporation, as a consideration of its being permitted to begin or continue doing business within the State of South Dakota, will comply with all the laws of the said State with regard to foreign corporations.

The application must be signed, in the presence of a notary public, by the chairman of the board of directors, or by the president or by another officer.

I DECLARE AND AFFIRM UNDER THE PENALTY OF PERJURY THAT THIS APPLICATION IS IN ALL THINGS, TRUE AND CORRECT.

Dated February 08 19 97


(Signature)
Clifford V. Sander, Vice President
(Title)

State of SOUTHERN CALIFORNIA

County of LOS ANGELES

On this 08 day of February 1997 before me, _____, known to me, or proved to me, to be personally present _____ of the corporation that is described in and that executed the within instrument, acknowledged to me that such corporation executed same.

My Commission Expires 06-30-2000

Notarial Seal



The following signatures below must be signed by the registered agent listed in number six.

CONSENT OF APPOINTMENT BY THE REGISTERED AGENT

I, _____, Secretary of the _____ System, Inc., hereby give my consent to serve as the

registered agent for _____ (name of registered agent)

_____ (name of registered agent)

Dated February 08 19 97

By: _____
The Position-Hall Corporation System, Inc.
(signature of _____ ASST. VP.)

GST Organization Structure

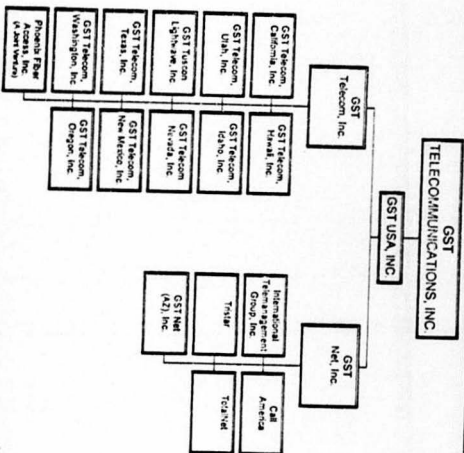


Exhibit C



4317 NE THURSTON WAY
VANCOUVER, WA 98662
360-234-4700 360-260-2075 FAX

Description of how GST Net intends to handle Service Related Calls:

- a. GST Net's Customer Care Group will field all service related customer calls. Calls will be resolved in a timely manner. Customers will receive updates, at requested intervals, until the matter is resolved.
- b. (800) 622-4478

Description of how GST Net intends to handle Billing/Credit Related Calls:

- a. GST Net Customer Care Group will receive the customers calls. GST Net's goal is for a "one call resolution" result.
- b. (800) 355-4851

Exhibit E

00-1-800-345-0000



GST Net is a subsidiary of GST Telecommunications, Inc.
 10000 Highway 100, Suite 100, Dallas, TX 75243
 Tel: 214-345-0000 Fax: 214-345-0001
 Telex: 345000 GSTNET

Inspired by technology. Created by people.



tele

phone



Providing
 a Variety of
 Phone Card
 Solutions

GST's innovative calling card platforms provide a variety of prepaid and postpaid phone card services to support our customers in the pursuit of their business goals.

With GST you will experience the highest level of reliability, clarity and quality. Diverse routing and redundant systems ensure uninterrupted call processing and by utilizing all digital, fiber optic lines your services are delivered over our state-of-the-art switching network. Our commitment to you is to provide unsurpassed quality telephone connections at competitive rates.

Long after other programs have been forgotten, a prepaid phone card continues to renew your company's image in the card user's mind. No matter how large or small, whether your phone card needs are wholesale, international, retail or promotional, GST has a solution designed to meet your specific needs.

Wholesale Platform

- Private Branding
- Multilingual Capabilities
- Disposable and Rechargeable
- 24x7 Customer Service
- Fraud Control
- Domestic and International Origination and Termination
- Enhanced Services
- Survey Capabilities

International Call Back

- Speed Dialing
- Accurate Billing
- PTT Work Arounds
- Traveling Call Back Numbers
- Automated Re-Origination
- Call Back Queuing
- 24x7 Operator Assistance
- Optional Dialing Restrictions
- Available in Many Languages



Retail Phone Cards

- Point-of-Sale Activation Unit
- Batch Activation Available
- Toll Free Validation
- Secure Shrink Wrap Packaging
- 24x7 Customer Service
- Counter-Top Display
- Signs and Decals



Promotional Phone Cards

- Custom Audio Message
- Card Front Advertising
- Survey Capabilities
- Multiple Printing Options

There are many successful applications for promotional phone cards including:

- Door Openers
- Traffic Builders
- Thank You or Greetings
- Purchase Incentives
- Employee Rewards
- Name Recognition
- Customer Appreciation



Eliminate the risks of fraud, shoplifting and employee theft with a secure inactive phone card.

For information
call toll free at
1-888-900-9449
or complete and
return this form.

Name _____ Title _____

Company _____

Address _____

Suite Number _____

City _____

State _____ Zip _____

Phone () _____ Please Have Someone Contact Me

Fax () _____

E-Mail _____

Description of your company's activities _____

Wholesale Platform

International Call Back

Retail Phone Cards

Promotional Phone Cards

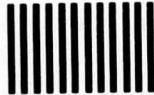
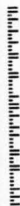
Other

FOLO HERE

971CARD

GST NET
 4317 NE THURSTON WAY
 VANCOUVER WA 98662-3980

BUSINESS REPLY MAIL
 FIRST CLASS MAIL PERMIT NO. 386 VANCOUVER WA
 POSTAGE WILL BE PAID BY ADDRESSEE



NO POSTAGE
 NECESSARY
 IF MAILED
 IN THE
 UNITED STATES



GST PhoneLinx Switched 1+

GST PhoneLinx Switched 1+

Overcome the challenges of today's business needs with customized long distance solutions

Service Description

GST 1+ is an outbound, switched access offering that will benefit your business.

All of our long distance services provide solutions for today's advanced telecommunications requirements, and GST PhoneLinx 1+ has been designed for customers demanding superior quality and service.

Features

- Local account team
- Fiber optic network
- Digital state-of-the-art switching equipment
- Service accessible from all equal access areas
- Intra-LATA dialing available where permitted
- Outbound 1+ dialing to the U.S. and over 200 countries worldwide
- Customer service available 24 hours a day, seven days a week
- 90-day guarantee



GST PhoneLinx Switched 1+



Service Options

- Account and project codes available
- Detailed management reports available with monthly billing

Billing

- No sign-up fee
- Simple flat rate pricing for intrastate and interstate services
- Billed in six-second increments
- 90-day guarantee

For more information call your local GST office or 1-888-GST-LINX (1-888-478-5269).



GST PhoneLinx Dedicated 1+

GST PhoneLinx Dedicated 1+

Overcome the challenges of today's business needs with customized long distance solutions

Service Description

GST Dedicated 1+ is the perfect solution for the business that demands point-to-point connectivity. This dedicated access long distance service offers the ability to transmit and receive up to 24 simultaneous voice conversations over a single circuit. And our DS-1 connection allows you to enhance your own network by taking full advantage of GST's PhoneLinx enhanced services.

Features

- Local account team
- Local access coordination
- Fiber optic network with digital connectivity
- Route diversity available
- Disaster recovery plans available
- Outbound 1+ dialing to the U.S. and over 200 countries worldwide
- Customer service available 24 hours a day, seven days a week
- 90-day guarantee



GST PhoneLinx Dedicated 1+



Service Options

- Account and project codes available
- Detailed management reports available with monthly billing

Billing

- Simple flat rate pricing for intrastate and interstate services
- Billed in six-second increments
- 90-day guarantee

For more information call your local GST office or 1-888-GST-133X (1-888-478-5469).



GST PhoneLinx Switched Toll Free

GST PhoneLinx Switched Toll Free

Leverage your business with the competitive advantage of Inbound Toll Free service

Service Description

GST's inbound switched service is carried over state-of-the-art networks connected to the most advanced digital switching equipment. GST PhoneLinx offers a world-class, feature-rich toll free service that will keep you from missing those important calls and save you money.

Features

- Local account team
- Calls can originate from the continental U.S., Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands
- You can choose your own toll free number, based on availability
- Your existing toll free number can be rolled over to the GST network
- Customer service available 24 hours a day, seven days a week



GST PhoneLinx Switched Toll Free



Services Offered

- Extended Call Coverage
- Tailored Call Coverage
- Exchange Routing
- Percent Allocation Routing
- Point of Call Routing
- Holiday Routing
- Day of Week Routing
- Directory Assistance Listing

Billing

- Simple flat rate pricing
- Billed in six-second increments
- Detailed management reports available with monthly billing
- 90-day guarantee

For more information call your local GST office or 1-888-GST-LINX (1-888-478-5491)



GST PhoneLinx Dedicated Toll Free

GST PhoneLinx Dedicated Toll Free

Leverage your business with the competitive advantage of Inbound Toll Free service

Service Description

GST has produced the most feature-rich inbound Dedicated Toll Free service that is available in the industry today. Easy customer access gives you the advantage, and you'll never miss an important call. GST PhoneLinx is the cost-effective way to stay ahead.

Features

- Local Account Team
- Calls can originate from the continental U.S., Alaska, Hawaii, Puerto Rico, Canada and the U.S. Virgin Islands
- Choose your own toll free number, based on availability
- Existing toll free numbers can be rolled over to the GST network
- Customer service available 24 hours a day, seven days a week



GST PhoneLinx Dedicated Toll Free



Services Offered

- Point of call routing
- Day of week routing
- Time interval routing
- Percentage allocation routing
- Sequential allocation routing
- Holiday routing
- Tailored call coverage
- ID codes
- DNIS (Direct Number Identification)
- Quota routing
- Most available agent routing
- Rules based routing
- Directory assistance listing

Billing

- Simple flat-rate pricing
- Billed in six-second increments
- Detailed management reports available with monthly billing

For more information call your local GST office or 1-888-GST-LINX (1-888-478-5269)



GST PhoneLinX International Toll Free

GST PhoneLinX International Toll Free

Leverage your international business with the competitive advantage of Inbound Toll Free service

Service Description

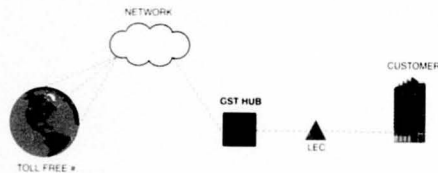
GST's International Toll Free service can provide your business with a global presence. We offer access from multiple countries routed over state-of-the-art networks delivering the most feature-rich international service in the industry today.

Features

- Local account team
- Call termination on switched or dedicated facilities
- Customer can use existing toll free services
- Minimized customer risk for international expansion
- Enhanced customer credibility
- Customer service available 24 hours a day, seven days a week



GST PhoneLinX International Toll Free



Services Offered

- Extended routing options
- DNIS (Direct Number Identification)
- ID codes

Billing

- Simple flat rate pricing
- Management reports available with monthly billing
- 90-day guarantee

For more information call your local GST office or 1-888-GST-LINX (1-888-478-5249).



REGULATIONS AND SCHEDULE OF CHARGES FOR
RESALE OF LONG DISTANCE
TELECOMMUNICATIONS SERVICES WITHIN
THE STATE OF SOUTH DAKOTA

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

CHECK SHEET

The sheets 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 page.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
Title Page	Original	2-14	Original
1	Original	2-15	Original
2	Original	2-16	Original
3	Original	2-17	Original
4	Original	2-18	Original
5	Original	2-19	Original
6	Original	2-20	Original
7	Original	2-21	Original
8	Original	2-22	Original
9	Original	2-23	Original
10	Original	2-24	Original
1-1	Original	2-25	Original
1-2	Original	2-26	Original
2-1	Original	2-27	Original
2-2	Original	2-28	Original
2-3	Original	2-29	Original
2-4	Original	2-30	Original
2-5	Original	2-31	Original
2-6	Original	2-32	Original
2-7	Original	2-33	Original
2-8	Original	3-1	Original
2-9	Original	4-1	Original
2-10	Original	4-2	Original
2-11	Original	4-3	Original
2-12	Original	4-4	Original
2-13	Original	5-1	Original

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

0
1
4
2
3
7
2
7

GST NET, INC.

South Dakota P.U.C. Tariff No. 1

Original Page 2

CHECK SHEET (Cont'd)

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
5-2	Original		
5-3	Original		
5-4	Original		
5-5	Original		
5-6	Original		
5-7	Original		
5-8	Original		
5-9	Original		
5-10	Original		
5-11	Original		

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

TABLE OF CONTENTS

<u>SUBJECT MATTER</u>	<u>PAGE NUMBER</u>
Title Page	1
Check Sheet	3
Table of Contents	6
Application of Tariff	7
Contact Information	8
Preliminary Statement	8
Explanation of Symbols	9
Territory	10
Tariff Format	
 <u>SECTION 1</u>	
<u>TECHNICAL TERMS</u>	
Definitions	1-1
 <u>SECTION 2</u>	
<u>GENERAL REGULATIONS</u>	
Description of Service - General	2-1
Customer Application for Service	2-2
Contracts or Agreements	2-2
Customer Bills	2-3
Establishment and Reestablishment of Credit	2-3
Deposits and Advanced Payments	2-4
Rendering and Payment of Bills	2-6
Disputed Bills	2-9
Denial or Discontinuance of Service	2-11
Temporary Service	2-15
Continuity of Service	2-15
Employee Service	2-15

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

TABLE OF CONTENTS

SECTION 2	PAGE NUMBER
<u>GENERAL REGULATIONS</u> (Cont'd)	
Liability of the Company	2-16
Obligation of the Customer	2-19
Provision of Equipment and Facilities	2-22
Customer Equipment and Channels	2-24
Allowances for Interruptions in Service	2-27
Ownership of Facilities	2-29
Prohibited Uses	2-29
Unauthorized Use of the Network	2-30
Resale of Shared Use of Service	2-32
Transfers and Assignments	2-32
Shortage of Equipment or Facilities	2-32
Operator Services	2-33
Change of Service Provider	2-33
 SECTION 3	
<u>DESCRIPTION OF SERVICE</u>	
Timing of Calls	3-1
Minimum Call Completion Rate	3-1
Service Offerings	3-1
Time Periods	3-1

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

TABLE OF CONTENTS

SECTION 4	PAGE NUMBER
<u>MESSAGE TELECOMMUNICATIONS SERVICES</u>	
Message Telecommunications Service (MTS)	4-1
8XX Service	4-3
Miscellaneous Services	4-4
 SECTION 5	
<u>RATES</u>	
<u>Rate Regulations</u>	
Applicability	5-1
Method of Applying Rates	5-1
<u>Rates and Charges</u>	
Rates Per Minute	5-4
Switched OnePlus Service	5-5
Switched 800 Service	5-6
Dedicated OnePlus Service	5-7
Dedicated 800 Service	5-8
Calling Card Service	5-9
Operator Assistance	5-10
Directory Assistance	5-11

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

0142
337
330
GST NET, INC.

South Dakota P.U.C. Tariff No. 1

Original Page 6

APPLICATION OF TARIFF

This tariff contains the regulations and schedule of charges applicable to the provision of resold long distance telecommunications services by GST Net, Inc. GST Net, Inc.'s Tariff is available for review with South Dakota Public Utilities Commission ("Commission").

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

CONTACT INFORMATION

Customer complaints, bill inquiry, new service or disconnect requests:

GST Net, Inc.
4317 NE Thurston Way
Vancouver, WA 98662
Toll Free (800) 622-4478

Commission contact - Tariff information:

GST Telecom, Inc.
Tariff Manager
4317 NE Thurston Way
Vancouver, WA 98662
(360) 254-4700

Commission contact - complaints:

GST Telecom, Inc.
Manager Contracts & Dockets
4317 NE Thurston Way
Vancouver, WA 98662
(360) 254-4700

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

PRELIMINARY STATEMENT

This Tariff contains all effective rates and rules, together with information relating to the resale of long distance telecommunications services offered to customers in the State of South Dakota by GST Net, Inc.

**EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF**

The following symbols shall be used in this Tariff for the purpose indicated below:

- (C) to signify changed condition or regulation.
- (D) to signify discontinued rate, regulation or condition.
- (I) to signify increase.
- (M) to signify that material has been transferred from another sheet or place in the Tariff.
- (N) to signify new rate, regulation, condition or sheet.
- (R) to signify reduction.
- (T) to signify a change in text for clarification.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

TERRITORY

GST Net, Inc. provides intrastate telecommunications service to customers within the State of South Dakota.



Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

TARIFF FORMAT**A. Sheet Numbering:**

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

B. Sheet Revision Numbers:

Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. in the Tariff approval process, the most current sheet number on file with the Commission may not always be the Tariff page in effect.

C. Paragraph Numbering Sequence:

These are four levels of paragraph coding. Each level of coding is subservient to the next higher level:

2.1
2.1.1
2.1.1.1
2.1.1.1.1

Issue Date:**Effective Date:**

Issued by:
Jane Z. Delahanty
Tariff Manager

SECTION 1
TECHNICAL TERMS

1.1 Definitions

Certain terms used generally throughout this Tariff are defined below:

Advanced Payment: Part or all of a payment required before the start of service.

Central Office: Company facilities where subscribers' lines are joined to switching equipment for connecting other subscribers to each other, locally and long distance.

Commission: The South Dakota Public Utilities Commission.

Company: GST Net, Inc., the issuer of this Tariff.

Customer or Subscriber: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Joint User: A person, firm or corporation which is designated by the customer as a user of services furnished to the customer by GST Net, Inc. and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Local Exchange Service: The transmission of public two-way switched communications furnished within a local exchange area, i.e., a geographic area encompassing one or more local communities, as described in maps, tariffs, or rate schedules filed with the Commission, where local exchange rates apply.

LEC: Local Exchange Carrier, any person or entity providing local exchange service.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

TECHNICAL TERMS**1.1 Definitions (Cont'd)**

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

Service Commencement Date: The first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the customer's refusal to accept service which does not conform to standards set forth in the service order or this Tariff, in which case the Service Commencement Date is the date of the customer's acceptance. The Company and customer may mutually agree on a substitute service commencement date.

Service Order: The request for services executed by the customer and the Company in the format devised by the Company. The acceptance of a service order by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff.

Switched Inbound Calls: Refers to calls that are terminated via the Customer's LEC-provided local exchange access line.

Switched Outbound Calls: Refers to calls in Featured Group D exchanges whereby the Customer's local telephone lines are presubscribed by the local exchange Company to the Company's outbound service such that "1+10-digit number" calls are automatically routed to the Company's network. Calls to stations within the customers LATA may be placed by dialing "10+NXX" or "101XXXX"/"10XXX" plus 1+10-digit number.

User or End User: A customer, joint user, or any other person authorized by a customer to use service provided under this Tariff.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

SECTION 2
GENERAL REGULATIONS

2.1 Description of Service - General

The Company undertakes to furnish communications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points within the State of South Dakota.

Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.

Customers and users may use services and facilities provided under this Tariff to obtain access to services offered by other service providers. The Company is responsible under this Tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

This Tariff shall be interpreted and governed by the laws of the State of South Dakota without regard for its choice of laws provision.

Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the Other Telephone Company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

GENERAL REGULATIONS

2.2 Customer Application for Service

Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff.

At the expiration of the initial term specified in each service order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by the customer by verbal or written notice. Any termination shall not relieve the customer of its obligation to pay any charges incurred under the service order and this Tariff prior to termination.

2.3 Contracts or Agreements

Contract tariffs or agreements will be provided to customers where their unique situation requires such. Said contracts will be filed with the Commission.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

GENERAL REGULATIONS2.4 Customer Bills

The name of the Company will be clearly identified on the customer's bill. Each bill will prominently show the toll-free telephone number, as well as mailing address, to direct service or billing inquiries. In those instances where a billing agent is employed, the name of the billing agent will be identified on the bill. Additional notations on the bill include:

- (A) The charges for services requested by the customer;
- (B) Billing detail including the period of service covered by the bill;
- (C) Late payment charge(s) and when applied;
- (D) The due date of the bill;
- (E) State and federal taxes, if applicable;
- (F) The interstate customer line charges, if applicable.

2.5 Establishment and Reestablishment of Credit

The Company may conduct a credit investigation of a new customer prior to accepting the service order or customer's deposit. A customer whose service has been discontinued for nonpayment of bills will be required to reestablish credit before service is restored. The Company may require a customer to pay all amounts past due in addition to any connection charges and/or a deposit.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

GENERAL REGULATIONS**2.6 Deposits and Advanced Payments****2.6.1 Advance Payments**

To safeguard its interests, the Company may require a customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to the first month's estimated monthly recurring charges, and non-recurring installation charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction. The advance payment will be credited to the customer's initial bill. An advance payment may be required in addition to a deposit.

2.6.2 Deposits

To safeguard its interests, the Company may require the customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- (A) twice the estimated average monthly bill for the class of service applied for; or,
- (B) in the event the customer requests services in addition to basic service, the average bill will reflect the aggregate services requested.

A deposit may be required in addition to an advance payment.

When a service or facility is discontinued, the amount of a deposit, if any, including accrued interest, will be applied to the customer's account and any credit balance remaining will be refunded. If the amount of the deposit is insufficient to cover the balance due to the customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

GENERAL REGULATIONS

2.6 Deposits and Advanced Payments (Cont'd)

2.6.2 Deposits (Cont'd)

The deposit, less the amount of any unpaid bills for service furnished by GST Net, Inc., will be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first provided credit has been established satisfactorily with the Company.

The Company will pay simple interest on the deposit at the rate of six per cent per annum from the date of the establishment of the credit until:

- (A) The deposit is returned;
- (B) Service is terminated; or
- (C) Notice is sent to the customer's last known address that the deposit is no longer required.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

GENERAL REGULATIONS

2.7 Rendering and Payment of Bills

2.7.1 Payment for Service

The customer is responsible for the payment of all charges for facilities and services furnished by the Company to the customer.

The Company will apply any partial payment of a bill to a discharge of what is due for basic service before applying the payment for what is due for any other service.

2.7.2 Billing and Collection of Charges

The customer is responsible for payment of all charges incurred by the customer or other users for services and facilities furnished to the customer by the Company.

2.7.2.1 Non-recurring charges are due and payable upon presentation of the invoice.

2.7.2.2 The Company shall present invoices for recurring charges monthly to the customer, in advance of the month in which service is provided, and recurring charges shall be due and payable upon presentation of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.

2.7.2.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

GENERAL REGULATIONS**2.7 Rendering and Payment of Bills (Cont'd)****2.7.2 Billing and Collection of Charges (Cont'd)**

- 2.7.2.4 Billing of the customer by the Company will begin on the service commencement date, which is the day on which the Company notifies the customer that the service or facility is available for use. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- 2.7.2.5 A bill is considered past due if it remains unpaid after the due date stated on the bill.
- 2.7.2.6 If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor.
- (A) a rate of 1.5 percent per month; or
- (B) the highest interest rate which may be applied under state law for commercial transactions.
- 2.7.2.7 The customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the customer to the Company which a financial institution refuses to honor.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

GENERAL REGULATIONS

2.7 Rendering and Payment of Bills (Cont'd)

2.7.2 Billing and Collection of Charges (Cont'd)

2.7.2.8 Customers have up to 45 days from the presentment of the bill to initiate a dispute over charges or to receive credits.

2.7.2.9 If service is disconnected by the Company for cause as specified following and later restored, restoration of service will be subject to all applicable installation charges.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

GENERAL REGULATIONS**2.8 Disputed Bills**

The customer may dispute a bill only by written notice to the Company delivered within 45 days after presentment of the statement. Unless such notice is received in the timely fashion indicated above, the billing statement shall be deemed to be correct and payable in full by customer.

In the event of a billing dispute between the customer and the Company for services rendered to the customer which cannot be settled to their mutual satisfaction, the customer may make the following arrangement:

- (A) First, the customer may request an investigation and review by the Company of the disputed amount. The Company will comply with such request.
- (B) The undisputed portion of the bill must be paid by the Due Date shown on the bill or the service will be subject to disconnection if the Company has notified the customer by written notice of such delinquency and impending termination.
- (C) If the customer is unable to resolve any dispute with the Company, the customer may then request information or assistance from the Commission.
- (D) A customer shall be rebilled under the appropriate Tariff schedule when:
 - 1) The customer was billed under a Tariff schedule for which the customer was not eligible; or
 - 2) The customer was eligible for billing under more than one schedule but was billed under a schedule contrary to the customer's election or if the customer's election was based on erroneous information provided to the Company.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

GENERAL REGULATIONS

2.8 Disputed Bills (Cont'd)

- (E) Nothing in (D) above requires the Company to adjust billing when it has acted in good faith based on the information available.
- (F) If the Company underbills as a result of its omission or negligence and the amount owed by the customer has accumulated over a period of one month and exceeds \$25, the Company will offer and enter into reasonable arrangements for payment of the amount owed by the customer. If the Company overbills a customer, the Company will refund the overbilled amount. The Company may refund the overbilled amount by a credit on future bills; provided that if the refund amount is \$25 or more, the Company shall offer the customer a choice of a cash refund.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

GENERAL REGULATIONS

2.9 Denial or Discontinuance of Service

2.9.1 Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written for month-to-month service arrangements; multi-month contracts require 30 days written notice.

2.9.2 Cancellation for Cause by the Company

2.9.2.1 The Company may deny or discontinue service to a customer without the customer's permission and without prior notice for any one or more of the following reasons:

- (A) If a condition immediately dangerous or hazardous to life, physical safety, or property exists;
- (B) Upon an order of any court, the Commission, or any other duly authorized public authority; or
- (C) If service was obtained fraudulently or without the authorization of the Company.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

GENERAL REGULATIONS

2.9 Denial or Discontinuance of Service (Cont'd)

2.9.2 Cancellation for Cause by the Company (Cont'd)

2.9.2.2 The Company may deny or discontinue service to a customer without the customer's permission and with prior notice for one or more of the following reasons:

- (A) Nonpayment of a past due bill not in dispute;
- (B) Failure to make a security deposit or obtain a guarantee when one is required;
- (C) Obtaining service by subterfuge;
- (D) Unauthorized interference, diversion, or use of the Telecommunication service situated or delivered on or about the customer's premises;
- (E) Violation of any rule of the Company filed with the Commission;
- (F) Failure to comply with laws and regulations pertaining to telecommunications services; or
- (G) Failure of the customer to permit the Company reasonable access to the Company's facilities or equipment.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

GENERAL REGULATIONS

2.9 Denial or Discontinuance of Service (Cont'd)

2.9.2 Cancellation for Cause by the Company (Cont'd)

2.9.2.3 The customer will be notified in writing of the Company's intention to discontinue service and be allowed no less than five days from the date of the notification is mailed to the customer, the customer shall be allowed an additional two days to respond. All notices of proposed discontinuance will state:

- (A) The reason for and date of the scheduled discontinuance of service; and,
- (B) Actions which the customer may take to avoid discontinuance of service.

2.9.2.4 The Company may refuse to provide service, flexibly priced services, or fully or partially competitive services for nonpayment for any of these services, even if the debt is to another carrier.

Issue Date: _____

Effective Date: _____

Issued by:
Jane Z. Delahanty
Tariff Manager

GENERAL REGULATIONS

2.9 Denial or Discontinuance of Service (Cont'd)

2.9.2 Cancellation for Cause by the Company (Cont'd)

- 2.9.2.5 The customer is responsible for providing adequate access lines to enable the Company to terminate all 8XX Service calls to the customer's telephone equipment. Should the customer have insufficient access lines on which to terminate 8XX Service calls, the Company reserves the right to request the customer to add additional lines for call terminations. If, after 90 days, the customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the customer's 8XX Service, with 30 days written notice.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

GENERAL REGULATIONS**2.10 Temporary Service**

Temporary service or service to speculative projects will be provided if consistent with the best interest of the Company.

2.11 Continuity of Service

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

2.12 Employee Service

The Company may offer discounted service to its employees for their primary residential line. Charges for employee service are specified under Rates following.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

GENERAL REGULATIONS**2.13 Liability of the Company**

- 2.13.1 The liability of the Company for damages arising out of the furnishing of its Services, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption following. The extension of such allowances for interruption shall be the sole remedy of the customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.13.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, Commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

2.13 Liability of the Company (Cont'd)

- (B) for the acts or omissions of common carriers or warehousemen.

- 2.13.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.

Effective Date:

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

GENERAL REGULATIONS

2.13 Liability of the Company (Cont'd)

- 2.13.6 The Company is not liable for any defacement of or damage to customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 2.13.7 The Company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications.
- 2.13.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.13.9 The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

GENERAL REGULATIONS**2.14 Obligation of the Customer****2.14.1 General**

The customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) 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 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 personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide communications services to the customer from the cable building entrance or property line to the location of the equipment space described above. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the customer. The Company may require the customer to demonstrate its compliance with this section prior to accepting an order for service;

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

GENERAL REGULATIONS**2.14 Obligation of the Customer (Cont'd)****2.14.1 General (Cont'd)**

- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company 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 (e.g., friable asbestos) prior to any construction or installation work;
- (F) 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 Company facilities and equipment in any customer premises or the rights-of-way for which customer is responsible and granting or obtaining permission for Company agents or employees to enter the premises of the customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance will be made for the period during which service is interrupted for such purposes.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

GENERAL REGULATIONS2.14 Obligation of the Customer (Cont'd)2.14.2 Claims

With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (A) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invites of either party, to the extent caused by or resulting from or invites of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agent, representatives or invites; or
- (B) any claim, loss, damage, expense or liability for 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, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the customer and the Company.

Issue Date:_____
Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

GENERAL REGULATIONS**2.15 Provision of Equipment and Facilities**

- 2.15.1 The Company shall use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of and compliance by the customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer.
- 2.15.2 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the customer. The customer may not, nor may the customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company.
- 2.15.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the customer.
- 2.15.4 Equipment the Company provides or installs at the customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.15.5 The customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to, the customer.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

GENERAL REGULATIONS

2.15 Provision of Equipment and Facilities (Cont'd)

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

- (A) the transmission of signals by customer provided equipment or for the quality of, or defects in, such transmission; or
- (B) the reception of signals by customer-provided equipment.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

GENERAL REGULATIONS**2.16 Customer Equipment and Channels****2.16.1 General**

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.16.2 Station Equipment

2.16.2.1 Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.

2.16.2.2 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

GENERAL REGULATIONS

2.16 Customer Equipment and Channels (Cont'd)

2.16.3 Interconnection of Facilities

- 2.16.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications services and the channels, facilities, or equipment of others shall be provided at the customer's expense.
- 2.16.3.2 Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- 2.16.3.3 Facilities furnished under this tariff may be connected to customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.
- 2.16.3.4 Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

GENERAL REGULATIONS2.16 Customer Equipment and Channels (Cont'd)2.16.4 Inspections

- 2.16.4.1 Upon suitable 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 above for the installation, operation, and maintenance of customer-provided facilities, equipment, and wiring in the connection of customer-provided facilities and equipment to Company-owned facilities and equipment.
- 2.16.4.2 If the protective requirements for customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the customer must take this corrective action and notify the Company of the action taken. If the customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

GENERAL REGULATIONS**2.17 Allowances for Interruptions in Service**

Interruptions in service, which are not due to a customer's negligence or noncompliance with the provisions of this tariff or the operation or malfunction of the facilities, power or equipment provided by the customer, will be credited to the customer as set forth below for the part of the service that the interruption affects.

2.17.1 Credit for Interruptions

- 2.17.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- 2.17.1.2 For calculating credit allowances, every month is considered to have 30 days.
- 2.17.1.3 The Company will make appropriate adjustments or refunds to a customer when service to the customer is interrupted for reasons other than the negligence or willful act of the customer or remains interrupted for more than twenty-four hours after being reported or found to be out of order.
- 2.17.1.4 If service is interrupted by a natural or other disaster beyond the control of the telecommunications carrier, the Company will make adjustment and refunds to its affected customers if service is not restored within forty-eight hours.
- 2.17.1.5 The adjustment or refund is the prorated part of the month's charge for the days that service or facilities remained inoperative.
- 2.17.1.6 The refund may be made in the form of a credit on a subsequent bill.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

GENERAL REGULATIONS

2.17 Allowances for Interruptions in Service (Cont'd)

2.17.2 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (B) interruptions due to the negligence of any person other than the Company, including, but not limited to, the customer or other common carriers connected to the Company's facilities;
- (C) interruptions due to the failure or malfunction of non-Company equipment;
- (D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (E) interruptions of service during a period in which the customer continues to use the service on an impaired basis;
- (F) interruptions of service during a period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

GENERAL REGULATIONS

2.18 Ownership of Facilities

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

2.19 Prohibited Uses

- 2.19.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.19.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.19.3 The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.19.4 A customer or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit customer to transfer its existing service to another entity if the existing customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges will apply.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

GENERAL REGULATIONS2.20 Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.20.1 Liability for Calling Card Fraud

- 2.20.1.1 The customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, provided that the unauthorized use occurs before the Company has been notified.
- 2.20.1.2 A Company calling card is a telephone calling card issued by the Company at the customer's request, which enables the customer or user(s) authorized by the customer to place calls over the network and to have the charges for such calls billed to the customer's account.
- 2.20.1.3 The customer must give the Company written notice that an unauthorized use of the Company calling card has occurred or may occur as a result of loss, theft or other reasons.
- 2.20.1.4 The customer is responsible for payment of all charges for services furnished to the customer or to users authorized by the customer to use service provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the customer's service or customer-provided equipment by third parties, the customer's employees, or the public.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

GENERAL REGULATIONS

2.20 Unauthorized Use of the Network (Cont'd)

2.20.1 Liability for Calling Card Fraud (Cont'd)

2.20.1.5 The customer is liable for all charges incurred as a result of unauthorized use of the network, including incidental and consequential damages. In addition, the customer is responsible for payment of any charges related to the suspension and/or termination of service and any charges for reconnection of service.

2.20.2 Liability for Credit Card Fraud and Other Unauthorized Use

2.20.2.1 The customer is liable for the unauthorized use of the network obtained through the fraudulent use of a credit card, provided: (a) the card is an accepted credit card, and (b) the unauthorized use occurs before the Company has been notified.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

2.20.2.2 The liability of the customer for unauthorized use of the network by credit card fraud will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

2.20.2.3 The customer must give the Company written notice that an unauthorized use of the credit card has occurred.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

GENERAL REGULATIONS**2.21 Resale of Shared Use of Service**

Any service provided under this tariff may be resold to or shared with other persons at the option of customer, subject to compliance with any applicable laws or Commission regulations governing such resale or sharing. The customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.22 Transfers and Assignments

Neither the Company nor the customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- (A) to any subsidiary, parent Company or affiliate of the Company; or
- (B) pursuant to any sale or transfer of substantially all the assets of the Company; or
- (C) pursuant to any financing, merger or reorganization of the Company.

2.23 Shortage of Equipment or Facilities

The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

GENERAL REGULATIONS

2.24 Operator Services

Operator Services will be provided in accordance with all the laws and regulations applicable to operator service providers.

2.25 Change of Service Provider

Solicitations by the Company or its agents, of customer authorization for termination of service with an existing carrier and the subsequent transfer to a new carrier shall include the Company's current rate information, and current information on terms and conditions of service. The Company shall comply with applicable Commission requirements.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

SECTION 3
DESCRIPTION OF SERVICE

3.1 Timing of Calls

The Customer's long distance usage charge is based on the actual usage of GST Net, Inc.'s services. Usage begins when the called party picks up the receiver, and ends when the calling party hangs up. Calls are measured by Underlying Carriers, whose services are resold by GST Net, Inc., in accordance with its own Tariff.

3.2 Minimum Call Completion Rate

A Customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 99%.

3.3 Service Offerings

GST Net, Inc. offers switched and dedicated access MTS and 800 interexchange services by the resale of the services of Underlying Carriers.

3.4 Time Periods

Charges apply 24 hours a day, seven days a week.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

SECTION 4
MESSAGE TELECOMMUNICATIONS SERVICES
(MTS) AND 8XX SERVICE

4.1 Message Telecommunications Service (MTS)

Message Telecommunications Service (MTS) is a communications service which is available for use by customers twenty-four (24) hours a day. MTS enables a user of an exchange access line to place calls to any station on the public switched telecommunications network bearing an NPA-XXX designation associated with points outside the customer's Local Calling Area, but within the State of South Dakota. Operator, Calling Card, and Directory Assistance services are available to Customers of the Company's MTS service subject to the provisions contained within this tariff.

MTS calls will be billed in 6 second increments with a minimum initial billing period of 6 seconds.

The service is offered in two variations depending upon the method the Customer employs to gain access to the Company's network for use of the service:

- 4.1.1 **Switched** MTS is offered in Feature Group D (FGD) exchanges whereby the Customer's local telephone lines are pre-subscribed by the local exchange Company (LEC) to the Company's MTS service, such that "1+" interLATA calls are automatically routed to the Company's network; or the Customer dials the 10+XXX+1 or 101+XXXX+1 prefix followed by the telephone number desired to reach the Company's MTS Service. For Basic Exchange Subscribers, their "1+" interLATA calls are automatically routed to the Company's network.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

MESSAGE TELECOMMUNICATIONS SERVICES
(MTS) AND 8XX SERVICE

4.1 Message Telecommunications Service (MTS) (Cont'd)

- 4.1.2 Dedicated MTS is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

MESSAGE TELECOMMUNICATIONS SERVICES
(MTS) AND 8XX SERVICE

4.2 8XX Service

8XX (800/888) Service is an inbound communications service which permits calls to be completed at the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number (8XX+NXX-XXXX) which will terminate at the Customer's location. Calls may originate from any location within South Dakota and may terminate at the Customer's location within the State of South Dakota.

8XX Service will be billed per call based on the duration of the call. Each call will be billed in 6 second increments with a minimum initial billing period of 6 seconds.

8XX Service is offered in two variations depending upon the method the Customer employs to access the Company's network for use of the service:

4.2.1 Switched 8XX service calls are originated via normal shared use facilities and are terminated via the Customer's local exchange service access line.

4.2.2 Dedicated 8XX service calls are originated via normal shared use facilities and are terminated via dedicated access facilities connecting the Customer's premises and the Company's POP. This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

MESSAGE TELECOMMUNICATIONS SERVICES
(MTS) AND 8XX SERVICE

4.3 Miscellaneous Services (Cont'd)

4.3.1 Calling Card Service

A) Description

Calling Card Service is provided to Customers for use when away from their established service location. Access to the service is gained by dialing a Company-designated 8XX access number (8XX-NXX-XXXX), plus the Customer's/User's Calling Card authorization number and the called telephone number. The Calling Card can also be used to place an operator-assisted and directory assistance calls, subject to the application of additional charges.

Calling Card calls are billed in six second increments, with a one minute minimum.

B) Operator-Assisted Calls

Not Available.

C) Directory Assistance Calls

The Calling Card can be used to place calls for Directory Assistance. A flat charge will apply per requested number (Requested Number Charge).

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

SECTION 5
RATES

5.1 Rate Regulations

5.1.1 Applicability

The regulations set forth in this section govern the application of rates for services contained in other sections of this Tariff.

5.1.2 Method of Applying Rates

5.1.2.1 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following regulations apply:

- A) Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- B) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

RATES**5.1 Rate Regulations (Cont'd)****5.1.2 Method of Applying Rates (Cont'd)****5.1.2.1 Charges Based on Duration of Use (Cont'd)**

- C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E) All times refer to local time.

5.1.2.2 Charges Based on Distance

Where charges for a service are specified based upon distance, the following regulations apply:

- A) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 8XX or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

RATES5.1 Rate Regulations (Cont'd)5.1.2 Method of Applying Rates (Cont'd)5.1.2.2 Charges Based on Distance (Cont'd)

B) The airline distance between any two rate centers is determined as follows:

- (1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Belcore document.
- (2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- (3) Square each difference obtained in step (b) above.
- (4) Add the square of the "V" difference and the square of the "H" difference obtained in step (c) above.
- (5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- (6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

(7) FORMULA:
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

Issue Date: _____

Effective Date: _____

Issued by:
Jane Z. Delahanty
Tariff Manager

RATES

5.2 Rates and Charges

5.2.1 Rates Per Minute

Outbound and Inbound services carry an initial billing minimum of 6 seconds. After the initial call minimum, calls will be rounded to the next six second increment.

An additional discount of 2% below the listed rates is applicable when a customers commits to a 12 month term plan and a discount of 5% below the listed rates is applicable when a customer commits to a 24 month term plan.

Monthly dollar volume discounts may also apply.

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

RATES**5.2 Rates and Charges (Cont'd)****5.2.2 Switched OnePlus Service**

Inclusive of all time periods

Per minute, based on monthly volume

\$ 0 - 200	\$0.208
201 - 500	0.164
501 - 2000	0.159
2001 - 3500	0.155
3501 - 5000	0.151
5001 +	0.147

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

RATES

5.2 Rates and Charges (Cont'd)

5.2.2 Switched OnePlus Service

Inclusive of all time periods

Per minute, based on monthly volume

\$ 0 - 200	\$0.208
201 - 500	0.164
501 - 2000	0.159
2001 - 3500	0.155
3501 - 5000	0.151
5001 +	0.147

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

RATES5.2 Rates and Charges (Cont'd)5.2.3 Switched 800 Service

Inclusive of all time periods

Per Minute, based on monthly volume

\$ 0 - 200	\$0.218
201 - 500	0.171
501 - 2000	0.166
2001 - 3500	0.162
3501 - 5000	0.158
5001 +	0.153

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

RATES**5.2 Rates and Charges (Cont'd)****5.2.4 Dedicated OnePlus Service**

Inclusive of all time periods

Per minute, based on monthly volume

\$500 - 5000	\$0.100
5001 - 10,000	0.097
10,001 - 20,000	0.095
20,001 - 50,000	0.092
50,001 - 100,000 +	0.090

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

RATES5.2 Rates and Charges (Cont'd)5.2.5 Dedicated 800 Service

Inclusive of all time periods

Per Minute, based on monthly volume

\$500 - 5000	\$0.136
5001 - 10,000	0.132
10,001 - 20,000	0.128
20,001 - 50,000	0.125
50,001 - 100,000+	0.122

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

RATES5.2 Rates and Charges (Cont'd)5.2.6 Calling Card Service

Inclusive of all time periods

Per minute, based on monthly volume

\$ 1 - 200	\$0.300
201 - 500	0.250
501 - 2,000	0.250
2,001 - 3,500	0.250
3,501 - 5,000	0.250
5,001 - 10,000	0.250
10,001 - +	ICB

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

RATES**5.2 Rates and Charges (Cont'd)****5.2.7 Operator Assistance**

5.2.7.1 The Company does not provide alternative operator services. Operator assisted calls are limited to live operator or automated operator functions provided by the Underlying Carriers for the processing of telephone services such as completion of person to person, operator assisted station calls, dialing instructions and emergency call handling. Billing is based on a flat rate per service in addition to tariffed per minute call rates. Access to the operator is obtained by dialing, from a phone presubscribed to the Company, 0 plus the desired number or 00. Access for this service is via Feature Group D facilities. All 0 plus and 0 minus intraLATA calls are routed to the appropriate Local Exchange Carrier.

5.2.7.1.1	<u>Switched 0+</u>	<u>Per Call</u>
	Intrastate	
	Station to Station, direct	\$2.05
	Person to Person, direct	\$3.50
	Station to Station, collect	\$2.50
	Person to Person, collect	\$7.00
5.2.7.1.2	<u>Travel Card</u>	
	Intrastate	
	Station to Station, direct	\$2.50
	Person to Person, direct	\$3.50
	Station to Station, collect	\$5.00
	Person to Person, collect	\$5.50

Issue Date:

Effective Date:

Issued by
Jane Z. Delahanty
Tariff Manager

RATES5.2 Rates and Charges (Cont'd)5.2.8 Directory Assistance5.2.8.1 Switched 1+

Intrastate	\$0.75
------------	--------

5.2.8.2 Travel Card

Intrastate	\$0.80
------------	--------

Issue Date:

Effective Date:

Issued by:
Jane Z. Delahanty
Tariff Manager

Biographical Sketch

**John Warta
President & CEO**

GST Telecommunications, Inc., Vancouver, WA

Corporate Office

John Warta is President and Chief Executive Officer of GST Telecommunications, Inc., Chairman and Chief Executive Officer of GST Telecom, Inc. and was elected to GST's Board of Directors in April, 1995. Mr. Warta has over 20 years of experience in telecommunication and information services.

In 1987 Mr. Warta founded Pacwest Network, Inc. identifying and developing telecommunications opportunities with over 20 utility companies. Pacwest Network assisted electric utilities in strategic planning, business plan development and entry into telecommunications ventures. Through this experience, he recognized the potential for competitive access services in several major western markets and founded Electric Lightwave, Inc. (ELI). Mr. Warta spent the next 5 years as President and Chief Executive Officer of ELI. ELI has gained national recognition as the first CAP to deploy all SONET services and to implement LAN and ATM communications.

In June of 1993, Mr. Warta left Electric Lightwave, Inc. and reactivated Pacwest Network, Inc. He developed metropolitan area networks in San Bernardino/Riverside and Tucson marking the formation of GST Pacific Lightwave, Inc. and GST Tucson Lightwave, Inc. Shortly thereafter Pacwest Network purchased an interisland telecommunications system from Tel-Net/DTI in the Hawaiian Islands.

In June of 1994, Mr. Warta orchestrated an agreement between Pacwest Network and Greenstar Telecommunications (now GST Telecommunications) to form a joint venture, GST Telecom, Inc. Under this agreement, Pacwest Network, Inc. transferred ownership of its three subsidiaries, and GST Telecommunications contributed \$11M to the newly formed joint venture. Mr. Warta has also coordinated a \$120M equity/debt package through a major international trading company for the expansion of GST Telecom, Inc. and in December 1995, completed a \$180M financing arrangement to complete developing networks in California, Hawaii, Arizona and Tucson and to deploy digital switching equipment.

Prior to founding Pacwest Network, Mr. Warta was Senior Vice President of Corporate Development and Marketing and Sales of NorLight, a regional fiber optic carrier owned by 5 midwestern electric utilities. In this role he sold over \$35 million in communication services. He also served as Senior Vice President of American Network, Inc. a major interexchange carrier involved in long distance, shared tenant, voice mail, and cellular communication services. Other employment experiences included management positions with Pacific Telecom, a PacificCorp company, and Electronic Data Systems (EDS).

Mr. Warta, an active member of the communities GST serves, is also a Regent for St. Mary's College of California.

Exhibit 6

Biographical Sketch

Clifford Sander
Senior Vice President & Treasurer
GST Telecommunications, Inc., Vancouver, WA
Corporate Office

Mr. Sander was elected Senior Vice President and Treasurer of GST Telecommunications in March 1995. He is also the Executive Vice President and Chief Financial Officer of GST Telecom. Sander has played a critical role in the development of GST's subsidiaries including Pacific Lightwave, Tucson Lightwave, and GST Pacwest Telecom Hawaii.

In addition to his role in the formation of GST Telecom, a joint venture between Pacwest Network, Inc. and GST Telecommunications, Inc., Mr. Sander has made substantial contributions to the raising of \$120M debt/equity package with a major international trading firm.

Mr. Sander has been a CPA since 1961. He was Senior Partner and Founder of Sander, Perkins & Company, which became one of the largest local accounting firms Oregon. During that time he was involved in various large business transactions such as the formation of the largest aluminum smelting company in Oregon, one of the first large leveraged ESOP buyouts in Oregon, acquisition of a multimillion dollar printing firm and was a consultant for many large businesses both on the West Coast and internationally. Mr. Sander was part of the organization team, together with Mr. Warta, in the formation of Electric Lightwave, Inc. and served as the CFO and financial advisor to that company until January, 1994. Mr. Sander has served in various local and national CPA committees, and has served on advisory boards for both civic and charitable organizations. Mr. Sander is a graduate of Lewis and Clark College.

Biographical Sketch

Stephen Irwin
Vice Chairman of the Board
GST Telecommunications, Inc., Vancouver, WA
Corporate Office

Stephen Irwin has been Vice Chairman of the Board and a director of GST since September 1995 and has been the Secretary of GST since November 1992.

Mr. Irwin is a graduate of Cornell Law School and is now an attorney specializing in corporate matters, including finance, securities regulation, international business, mergers, and acquisitions. Further, Mr. Irwin has been counsel to the New York law firm of Olshan Grundman Frome & Rosenzweig LLP since 1990. He was a senior partner in Greenburg, Irwin & Weisinger, a New York law firm specializing in securities, business and corporate matters, from 1968 to 1990.

November 1995

TC 97-033

TOTAL

250.00



GST NET, INC.
4317 N.E. THURSTON WAY
VANCOUVER, WA 98662



4th Floor Branch
3308 NE Auto Mall Dr
Vancouver, WA 98668

TR 2176

CHECK NUMBER
100329

DATE

14 FEB 97

AMOUNT

*****250.00

PAY Two Hundred Fifty Dollars And 00 Cents*****

TO THE ORDER OF South Dakota Public Service Commission

Steve A. Mellman
Jeff W. Spivey

⑆100329⑆ ⑆25000024⑆ 68365 717⑆

South Dakota
Public Utilities Commission
State Capitol 500 E. Capitol
Pierre, SD 57501-5070
Phone: (605) 332-1782
Fax: (605) 773-3829

TELECOMMUNICATIONS SERVICE FILINGS

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

03/28/97 through 04/03/97

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
NEGOTIATED SERVICE RESALE AGREEMENT FILING			
TC97-032	FirsTel and U S WEST Communications, Inc. jointly filed a negotiated service resale agreement with the Commission for its approval. Any person wishing to comment on the parties' request for approval may do so by filing written comments with the Commission and the parties to the agreement no later than April 21, 1997. Parties to the agreement may file written responses to the comments no later than May 12, 1997.	03/31/97	Responses Due 04/21/97
REQUEST FOR CERTIFICATE OF AUTHORITY			
TC97-033	Application by GST Net, Inc. for a Certificate of Authority to operate as a telecommunications company within the state of South Dakota. (Staff: TS/KC) "GST Net initially intends to provide the following intrastate services: message telecommunications service, 800 service, calling card services and prepaid calling cards."	04/02/97	04/18/97

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.Torjman@pucc.state.sd.us, Faxing the address to the Commission at (605) 773-3809.

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

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
GST NET, INC. FOR A CERTIFICATE OF)	CERTIFICATE OF
AUTHORITY TO PROVIDE)	AUTHORITY
TELECOMMUNICATIONS SERVICES IN)	
SOUTH DAKOTA)	TC97-033

On April 2, 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 GST Net, Inc. (GST Net).

GST Net proposes to provide message telecommunications service, 800 service, calling card services and prepaid calling cards. A proposed tariff was filed by GST Net. The Commission has classified long distance service as fully competitive.

On April 3, 1997, the Commission electronically transmitted notice of the filing and the intervention deadline of April 18, 1997, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled May 13, 1997, meeting, the Commission considered GST Net's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that GST Net not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission.

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 GST Net has met the legal requirements established for the granting of a certificate of authority. GST Net 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 GST Net's application for a certificate of authority, subject to the condition that GST Net not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. As the Commission's final decision in this matter, it is therefore


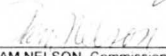
ORDERED, that GST Net's application for a certificate of authority is hereby granted, effective June 2, 1997, subject to the condition that GST Net not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. It is

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

Dated at Pierre, South Dakota, this 21st day of May, 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><i>Nellaine Kube</i></u>
Date <u><i>5/22/97</i></u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION

 _____ JAMES A. BURG, Chairman
 _____ PAM NELSON, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

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

Authority was Granted May 13, 1997, effective June 2, 1997
Docket No. TC97-033

This is to certify that

GST NET, INC.

is authorized to provide telecommunications services in South Dakota.

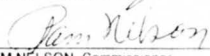
This certificate is issued in accordance with SDCL 49-31-3 and ARSD
20 10 24 02, and is subject to all of the conditions and limitations contained in
the rules and statutes governing its conduct of offering telecommunications
services

Dated at Pierre, South Dakota, this 21st day of May, 1997

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**




JAMES A. BURG, Chairman


PAM NELSON, Commissioner