

TC98-113

PCSi

A DIVISION OF



June 3, 1998

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JUN 09 1998

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

State of South Dakota
Public Utilities Commission
500 East Capitol Avenue
Pierre, South Dakota 57501

RE: Application for Certificate of Authority to conduct business as a
Telecommunications Company for **Big Planet, Inc.**

Dear Sir/Madam:

Big Planet, Inc., respectfully submits the enclosed Application, seeking a
Certificate of Authority to conduct business as a Telecommunications Company
within the State of South Dakota. An original and ten (10) copies of the
application and supporting documents are provided along with a \$250.00 check
for the application fee.

Please date-stamp the attached copy of this letter and return it in the self-
addressed stamped envelope.

If I can be of any assistance, please contact me at (972) 753-1378.

Sincerely,

PCSi Consultant for Big Planet, Inc.



Dollie King
Consultant

Professional
Certification
Services
International

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TC 98-113

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OCT 29 1998

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSIONBEFORE THE
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

In the matter of the Application of)
 Big Planet, Inc.)
 for a Certificate of Authority to operate) Docket No. _____
 as a Telecommunications Company)
 within the State of South Dakota.)

Big Planet, Inc. ("PLANET" or "Applicant") respectfully submits this application for a Certificate of Authority to conduct business within the State of South Dakota as a telecommunications company.

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

Big Planet, Inc.
 75 West Center Street
 Provo, UT 84601
 (801) 345-7090

2. The name under which the applicant will provide services is:

Big Planet, Inc.

3a. The state of incorporation, date of incorporation, and copy of certificate of authority:

Applicant was organized in Utah as a corporation on October 29, 1997. A copy of the certificate of authority is attached as **EXHIBIT 1**.

3b. The name and address of the current registered agent:

The Prentice Hall Corporation System, Inc.
 503 South Pierre Street
 Pierre, South Dakota 57501

- 3c. The names and addresses of any corporation, association, partnership, cooperative, or individual holding a 20% or greater ownership or management interest in the applicant corporation and the amount and character of the ownership or management interest:**

Blake M. Roney, 75 West Center Street, Provo, UT 84601
Holds 30.33% of the outstanding stock

Nedra Dee Roney, 75 West Center Street, Provo, UT 84601
Holds 25.33% of the outstanding stock

- 3d. The names and addresses of subsidiaries owned or controlled by the applicant:**

None.

- 4. The name, title, and address of each officer:**

Richard King, President, 75 West Center Street, Provo, UT 84601

Steven J. Lund, Executive Vice President and Secretary, 75 West Center Street, Provo, UT 84601

Richard Hartvigsen, Assistant Secretary, 75 West Center Street, Provo, UT 84601

(EXHIBIT 2 contains a profile of managerial capabilities)

- 5. Specific description of the telecommunications services the applicant intends to offer:**

The Applicant will provide all services as a non-facilities-based reseller. Applicant proposes to offer 1+, 0+, 800, travel card, and prepaid card service as well as directory assistance to both business and residential users. All services are supplied through underlying carriers certified by the South Dakota Public Utilities Commission.

- 6. Means by which the applicant will provide its services, including the type and quantity of equipment to be used in the operation, the capacity, and the expected use of the equipment:**

PLANET, being a switchless reseller, will provide all of its services through an underlying carrier. PLANET itself does not own, lease, or operate any equipment used in providing the services.

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

PLANET intends to provide service throughout the entire State of South Dakota.

8. **Current financial statements; a copy of the applicant's latest annual report; a copy of the applicant's report to stockholders; and a copy of applicant's tariff with the terms and conditions of service:**

Because PLANET was recently formed, it does not have current financial statements. Projected financial statements are attached as **EXHIBIT 3**. PLANET does not make annual reports or reports to stockholders since PLANET is a privately held corporation. The tariff is attached as **EXHIBIT 4**.

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

Customer Service Contact

Michael Anderson, Vice President
75 West Center Street
Provo, UT 84601
(801) 345-7000

Regulatory Contact

Andrew Kang, Regulatory Consultant
500 Grapevine Highway, Suite 300
Hurst, Texas 76054
(817) 281-4727

Attorneys

Phylliss A. Whitten, Attorney
Swidler & Berlin
3000 K Street, N. W., Ste 300
Washington, D. C. 20007

Grace R. Chiu, Attorney
Swidler & Berlin
3000 K Street, N. W., Ste 300
Washington, D. C. 20007

Applicant bills customers through the local exchange company or directly if the customer requires special billing. The Applicant provides a toll free customer service number for inquiries and complaints. The customer service department is available from 8:30 am to 5:30 p.m. central standard time. The customer may also leave a message with the answering service outside of business hours or send a fax at any time. The customer service phone number is (800) 487-3800. The customer service fax number is (801) 345-1299. Credits to customer accounts will be applied to the next bill.

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

Applicant is certificated in Colorado / Montana / Iowa. PLANET has never been denied certification in any state.

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

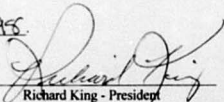
Applicant intends to market its services primarily through advertising in print and other media. PLANET's target market consists mainly of small to medium businesses and residences. PLANET does not intend to engage in any multilevel marketing.

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

PLANET will only provide established competitive services.

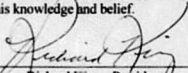
WHEREFORE, Applicant requests that the Commission issue to Big Planet, Inc. a Certificate of Authority to transact business as a telecommunications company in the State of South Dakota as set forth above.

Dated this 27 day of March, 19 98.

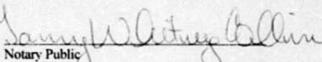

Richard King - President

STATE OF UTAH, COUNTY OF UTAH, ss

Richard King, of lawful age, being duly sworn upon oath, deposes and says that he is the President of Big Planet, Inc., and that he has read the above and foregoing application, and that the statements therein contained are true to the best of his knowledge and belief.


Richard King - President

SUBSCRIBED AND SWORN TO before me this 27th day of March, 19 98.


Notary Public

(My commission expires 5/15/98)



EXHIBIT 1

**ARTICLES OF INCORPORATION
AND
CERTIFICATE OF AUTHORITY**

CO204784

State of Utah
Department of Commerce
Division of Corporations and Commercial Code

I hereby certify that the foregoing has been filed
and approved on the 19 day of June 1997
in office of this Division and hereby issue
Certificate thereon.

Examinee:



Korla T. Woods
KORLA T. WOODS
Division Director

ARTICLES OF INCORPORATION
OF
BIG PLANET, INC.

RECEIVED

OCT 29 1997

Utah Act of Corp. Comm. Code

I, THE UNDERSIGNED, acting as the incorporator of a corporation under the Utah Revised Business Corporation Act, Chapter 10a of Title 16 of the Utah Code of 1953, as amended (hereinafter called the "Act"), being a natural person at least eighteen years of age, hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I - NAME

The name of the Corporation is: Big Planet, Inc.

ARTICLE II - PURPOSES AND POWERS

Section 2.1 Purposes. This corporation is organized for the purpose of engaging in any lawful act or activity for which corporations may be organized under the Act, including without limitation development and marketing of technology products.

Section 2.2 Powers. The Corporation shall have and exercise all powers necessary or convenient for the carrying out of any or all of the purposes for which it is organized.

ARTICLE III - STOCK

Section 3.1 Number of Shares. The aggregate number of shares of capital stock which the Corporation shall be authorized to issue is One Hundred Million (100,000,000) shares of the par value of \$.01 per share.

Section 3.2 Classification, Rights and Preferences. All shares of capital stock of this corporation shall be of the same class, common and shall have the same rights and preferences.

Section 3.3 Stock Not Assessable. Fully paid shares of capital stock of this corporation shall not be liable to any call and shall be nonassessable.

730200014

ARTICLE IV - REGISTERED AGENT AND REGISTERED OFFICE

The name of the initial registered agent and the address of the initial registered office of the corporation are as follows:

Name: Sarah F. Chamberlain
~~Richard M. Hartvigsen~~
Address: 75 West Center Street, Provo, Utah, 84601.

ARTICLE V - DIRECTORS

The number of directors constituting the initial board of directors of this corporation shall be ~~3~~ ⁵ (5). The names and addresses of the members of the initial board of directors, are as follows:

Blake M. Roney	3187 North Foothill Drive Provo, Utah 84604
Steven J. Lund	3201 Piute Provo, Utah 84604
Keith R. Halls	3525 North 160 West Provo, Utah 84604
Richard W. King	1932 West 1600 North Provo, Utah 84604

ARTICLE VI - LIMITATION UPON DIRECTORS' LIABILITY

Section 6.1 Limitation Upon Directors' Liability. To the fullest extent permitted by the Act, as the same now exists or may hereafter be amended, no director of this corporation shall be personally liable to this corporation or its shareholders for monetary damages for any action taken or any failure to take any action, as a director.

Section 6.2 Amendment or Repeal of Limitation. Any amendment or repeal of this Article VI of the adoption of any other provision of the Articles of Incorporation which has the effect of increasing director liability shall operate prospectively only and shall not effect any action taken, or failure to act, by a director of this corporation prior to such amendment, repeal or other provision becoming effective.

ARTICLE VII - INCORPORATOR

The name and address of the incorporator of this corporation is as follows:

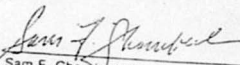
Name: Keith R. Halls
Address: 75 West Center Street
Provo, UT 84601

DATED this 27th day of October, 1997.



Keith R. Halls
Incorporator

The undersigned hereby accepts appointment as registered agent of the foregoing corporation and confirms that the undersigned meets the requirements of § 16-10a-501 of the Act.



Sam F. Chamberlain
Registered Agent
75 West Center Street
Provo, Utah 84601

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 BIG PLANET, INC. (UT) 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 BIG PLANET, 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 26, 1998.

Joyce Hazeltine
JOYCE HAZELTINE
Secretary of State

EXHIBIT 2

MANAGERIAL PROFILE

MANAGEMENT PROFILE

BIG PLANET, INC.

Richard King, PRESIDENT

Before joining Big Planet, Inc., Mr. King was the Executive Vice President at Novell, Inc. where he was responsible for the development and marketing of NetWare, the company's flagship product with revenues of over \$1.2 billion, and managed a group of over 1,100 staff. Mr. King spent over 11 years at Novell, the network software leader, in development and general management positions. He was also president and CEO of Night Technologies, a multi-media computer company focused on the recording, broadcast, and film markets. He has been in the computer industry for over 15 years. Mr. King has a BS in Computer Science from Brigham Young University.

Michael Anderson, VICE PRESIDENT OF PRODUCTS AND SERVICES

Mr. Anderson was the founder, chairman and CEO of Big Planet, the Portland, Oregon based Internet Service Provider that was acquired to start the new Big Planet. Before that, Mr. Anderson was Vice President of Product Development for GST Telecom, a major telecommunications firm, and had additional telecommunications experience at AT&T and MCI. Mr. Anderson holds a BA from the University of Washington and received additional training through the MBA program at the University of Portland.

Kevin Doman, VICE PRESIDENT OF BUSINESS DEVELOPMENT

Mr. Doman was integral in researching technology opportunities for Nu Skin International leading up to the establishment of Big Planet. He spent the last seven years focused on telecommunications and wireless technologies with Honeywell Bull. Before that, Mr. Doman spent three years with Paine Webber on the trading floor of Wall Street. Mr. Doman has a BS from Brigham Young University and an MBA from New York University, with emphasis on international business and information technology.

EXHIBIT 3

FINANCIAL INFORMATION

BIG PLANET, Inc.
5 Year Plan

STATEMENT OF INCOME	FY98	FY99	FY00	FY01	FY02
Revenues:					
Internet Communication Services	\$160,480,091	\$877,991,445	\$1,680,744,031	\$2,323,031,961	\$3,321,921,834
Setup Fees	21,658,432	66,113,486	89,246,845	96,564,866	106,811,517
Equipment Fees	81,087,648	247,066,778	324,532,901	351,410,005	395,977,590
Total revenues	263,226,171	1,193,171,708	2,094,623,777	2,771,006,662	3,826,710,941
Cost of Revenues:					
Internet Communication Services	82,743,240	447,410,266	847,812,331	1,158,686,772	1,666,412,822
Setup Fees	4,331,686	13,622,697	17,849,369	19,312,939	21,762,303
Equipment Fees/Billing	77,552,429	262,729,816	373,717,664	432,049,037	525,578,589
Representative Commissions	41,411,502	50,795,103	62,249,791	74,489,759	85,319,911
Total cost of revenues	206,038,858	723,762,779	1,239,379,364	1,620,048,748	2,213,753,635
Gross Margin	57,187,313	469,408,928	855,244,413	1,150,957,914	1,612,957,306
Operating Expenses:					
Total operating expenses	24,800,355	108,585,454	189,716,140	250,590,600	345,603,985
Operating Income (loss)	32,296,958	360,823,475	665,528,273	900,367,314	1,267,353,241
Other income (expenses):					
Interest income	1,526,175	18,168,836	63,415,735	136,060,664	212,960,343
Depreciation	(37,834)	(354,277)	(610,000)	(720,000)	(738,333)
Amortization	0	0	0	0	0
Interest Expense	0	0	0	0	0
Income (loss) before income taxes	33,785,299	378,638,034	728,334,008	1,035,708,009	1,479,575,251
Provision for income taxes	5,656,792	72,594,514	147,852,542	220,922,274	320,853,287
Net Income (loss)	\$28,128,507	\$306,043,520	\$580,681,466	\$814,785,735	\$1,158,721,965

BIG PLANET INC., CONFIDENTIAL

BIG PLANET INC., BALANCE SHEET

Year to Date

BALANCE SHEETS

<u>Current assets:</u>	
Cash in checking account	
Cash investments	\$228,125
Trade accounts receivables	0
	<u>14,000</u>
Total current assets	<u>242,125</u>
<u>Fixed assets</u>	
Accumulated depreciation	115,650
	<u>(19,275)</u>
Total fixed assets:	<u>96,375</u>
<u>Other assets:</u>	
Capitalized development	0
Other	0
	<u>0</u>
Total other assets	<u>0</u>
Total assets	<u>\$338,500</u>
<u>Current Liabilities</u>	
Trade accounts payable	
Deferred revenue	\$22,104
Federal Payroll Taxes Payable	3,662
FUTA Tax Payable	11,093
State Payroll Taxes Payable	138
	<u>2,099</u>
Total current liabilities	<u>39,096</u>
Total financing required	<u>0</u>
<u>Stockholders' equity:</u>	
Common stock	
Paid in capital	175,000
Retained earnings (deficit)	0
	<u>124,404</u>
Total stockholders' equity	<u>299,404</u>
Total liabilities and equity	<u>\$338,500</u>

Unaudited - For Internal Use

1

EXHIBIT 4

TARIFF

BIG PLANET, INC.

SDPUC No. 1
Original Title Sheet

SOUTH DAKOTA TELECOMMUNICATIONS TARIFF

This tariff applies to the telecommunications services furnished by Big Planet, Inc. in the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission (SDPUC) and at the Company's office at 75 West Center Street Provo, UT 84601. Copies may be inspected during normal business hours.

Issued:

Effective:

Issued By: Michael Anderson, Vice-President
Big Planet, Inc.
75 West Center Street
Provo, UT 84601

CHECK SHEET

Sheets 1 through 24 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	13	Original
2	Original	14	Original
3	Original	15	Original
4	Original	16	Original
5	Original	17	Original
6	Original	18	Original
7	Original	19	Original
8	Original	20	Original
9	Original	21	Original
10	Original	22	Original
11	Original	23	Original
12	Original	24	Original

Issued:

Effective:

Issued By: Michael Anderson, Vice-President
Big Planet, Inc.
75 West Center Street
Provo, UT 84601

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Issued:

Effective:

Issued By: Michael Anderson, Vice-President
Big Planet, Inc.
75 West Center Street
Provo, UT 84601

EXPLANATION OF SYMBOLS

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

- R - to signify a rate reduction.
- I - to signify a rate increase.
- C - to signify a changed regulation.
- T - to signify a change in text but no change in rate or regulation
- S - to signify reissued matter
- M - to signify matter relocated without change
- N - to signify a new rate or regulation
- D - to signify discontinued rate or regulation
- Z - to signify a correction
- Y - to signify reference to other published tariffs.

Issued:

Effective:

Issued By: Michael Anderson, Vice-President
Big Planet, Inc.
75 West Center Street
Provo, UT 84601

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 10 and 11 would be 10.1.
- 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 revision on file with the SDPUC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the SDPUC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a)1.
 - 2.1.1.A.1.(a)1(i).
 - 2.1.1.A.1.(a)1(i)1.
- D. Check Sheets - When a tariff filing is made with the SDPUC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if there are only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the SDPUC.

Issued:

Effective:

Issued By: Michael Anderson, Vice-President
Big Planet, Inc.
75 West Center Street
Provo, UT 84601

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - A circuit that connects the calling customer's location to an interexchange switching center.

Access Code - A numeric code that, when dialed, connects the caller to the provider of services associated with that sequence

Authorization Code - A numeric code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes. All authorization codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular authorization code.

Authorized User - A user who is a customer or a person authorized by a customer that uses the Company's services. An Authorized User is responsible for compliance with this tariff.

Billed Party - The person or entity responsible for payment for use of the Company's service(s).

Called Station - The termination point of a call (i.e. the called number).

Calling Station - The origination point of a call (i.e. the calling number).

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - A path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

Common Carrier - A Company or entity providing telecommunications services to the public.

Company - Big Planet, Inc.

Credit Card Calls (Calling Card Calls) - A call for which charges are billed not to the originating telephone number, but to a credit card, such as Visa or Master Card, or to a LEC or interexchange carrier calling card, including calling cards issued by the Company.

Customer - Any person, firm, partnership, association, joint stock company, trust, corporation, governmental entity or any other entity ordering service, that is responsible for payment of charges and for compliance with this tariff.

Issued:

Effective:

Issued By: Michael Anderson, Vice-President
Big Planet, Inc.
75 West Center Street
Provo, UT 84601

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)

Customer Dialed Calling Card Call - A call that is billed to a Calling Card that does not require intervention by an attended operator position to complete.

Customer Provided Equipment - Telecommunications equipment provided by a customer or authorized user used to originate calls using the Company's service.

Day - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Direct Dialed Call - A South Dakota intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the assistance of a live or automated operator. This includes calls forwarded by call forwarding equipment.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Exchange - A geographic area established by the tariff of Local Exchange Carriers, for the administration of communications service, in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

FCC - The Federal Communication Commission.

Local Exchange Carrier (LEC) - A telephone company utility which provides local telecommunications services to a specific geographical area for business and residential customers.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

On-Line Billing - Method of billing where the bill is transmitted and received by computer.

Other Common Carrier - A common carrier, other than the Company, providing South Dakota intrastate communications service(s) to the public.

Personal Identification Number (PIN) - A numeric code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the service user for security and/or billing purposes. All PIN codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular PIN code.

Point of Presence - The site(s) where the Company provides a network interface with facilities provided by the Other Common Carrier, Local Exchange Carriers or Customers for Access to the Company's network configuration.

Issued:

Effective:

Issued By: Michael Anderson, Vice-President
Big Planet, Inc.
75 West Center Street
Provo, UT 84601

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)

Premises - A building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Subscriber - The person or legal entity which enters into an arrangement for the Company's telecommunications services.

Uncompleted Call - Any call where the communication path between the calling and the called station is not established (i.e., busy, no answer, etc.).

United States - The forty-eight (48) contiguous states and the District of Columbia, Hawaii, Alaska, Puerto Rico, the U. S. Virgin Islands, as well as the off-shore areas outside the boundaries of the coastal states of the forty-eight contiguous states to the extent that such areas appertain to and are subject to the jurisdiction and control of the United States.

User - The person at the Subscriber's location who actually places the call through the Company's service.

Issued:

Effective:

Issued By: Michael Anderson, Vice-President
Big Planet, Inc.
75 West Center Street
Provo, UT 84601

SECTION 2 - RULES AND REGULATIONS

2.1. Application of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate resale telecommunication services by Big Planet, Inc. (Company) between domestic points within the State of South Dakota as specified in this tariff. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.

All terms, conditions and limitations of liability contained in this tariff apply to all South Dakota intrastate services provided by the Company, including those where charges are established pursuant to contract, unless the contract explicitly provides otherwise.

2.2. Interconnection with Other Common Carriers

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services concurrently with its own facilities for the provision of Service offered in this tariff.

2.3. Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing service when necessary because of the lack of satellite or other transmission medium capacity or due to any causes beyond its control.

2.4. Uses of Services

- 2.4.1 Customers may only use the services provided under this tariff in a manner consistent with the terms of this tariff, regulations of the FCC, and all state and local authorities having jurisdiction over the service.
- 2.4.2 Services provided in this tariff shall not be used for unlawful purposes.
- 2.4.3 The use of the Company's Service(s) without payment for Service or attempting to avoid payment for Service(s) by fraudulent means or devices, schemes, false or invalid numbers of false calling or credit cards is prohibited.

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Effective:

Issued By: Michael Anderson, Vice-President
Big Planet, Inc.
75 West Center Street
Provo, UT 84601

SECTION 2 - RULES AND REGULATIONS (Continued)

2.5. Liability of the Company

- 2.5.1. Except as stated in Section 2.5., the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for gross negligence or willful misconduct.
- 2.5.2. The liability of the Company, if any, for damages resulting from or arising in connection with the furnishing of Service(s) in this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, defects in transmission, or failures or defects in facilities furnished by the Company shall in no way exceed an amount of money equivalent to the charges applicable under this tariff. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or Service(s) that are caused by or contributed to by the negligence or willful act of the Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability upon the Company.
- 2.5.3. The Company disclaims any express or implied warranties with respect to the Services, including without limitation, any implied warranties of merchantability or fitness for a particular purpose.
- 2.5.4. The Company is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the Service(s) received by Customer, or for the unavailability of or any delays in the furnishing of any Service(s) or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the Services provided to Customer, the Company's liability shall be limited according to the provisions of Section 2.5.2. above and elsewhere in this tariff.
- 2.5.5. The Company shall not be liable for any failure of performance due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature; federal, state or local governments having jurisdiction over the Company or the Services provided within this tariff; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.5. Liability of the Company (Continued)

- 2.5.6. The Company shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees and court costs, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's Service(s) and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities and Service(s).
- 2.5.7. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment.
- 2.5.8. Where Customer-provided equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the maintenance and operations of such services in the proper manner, subject to this responsibility, the Company shall not be responsible for the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or the reception of signals by Customer-provided equipment; or network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- 2.5.9. Under no circumstances whatsoever shall the Company or its officers, directors, agents, or employees be liable for any indirect, incidental, special, or consequential damages.

2.6. Assignment

Customer shall not assign or transfer the use of the Company's Services except with the prior written consent of the Company in each and every instance.

2.7. Responsibilities of the Customer

- 2.7.1. The Customer is responsible for placing any necessary orders, and for complying with tariff Regulations, and for ensuring that Authorized users comply with tariff regulations. The Customer is also responsible for the payment of charges for calls originated at the Customer's premises. This includes payment for calls or services originated at the Customer's number(s); accepted at the Customer's number(s) (i.e., collect calls); billed to the Customer's number via Third Number Billing if the Customer is found to be responsible for such call or service, the use of a Calling Card, the use of a Company assigned Special Billing Number and incurred at the specific request of the Customer.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.7. Responsibilities of the Customer (Continued).

- 2.7.2. The Customer is responsible for charges incurred for special construction and/or special facilities that the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.7.3. If required for the provision of the Company's Services, the Customer must provide any equipment space, supporting structure, conduit, and electrical power without charge to the Company.
- 2.7.4. The Customer is responsible for arranging access to its premises at times mutually acceptable to the Customer and the Company when required for the Company personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of the Company's Service(s).
- 2.7.5. The Customer shall ensure that its terminal equipment and system is properly interfaced with the Company's facilities and Services, that the signals and voltages emitted into the Company's facilities are of the proper mode, bandwidth, power, and signal level of the intended use of the Customer and in compliance with the criteria set forth in the rules of the FCC, and that the signals do not damage equipment, injure personnel or degrade Service to other Customers.
- 2.7.6. Interconnection between the Customer's equipment and Company-provided service must be made by the Customer by leased channel or dial-up service. Where interconnection between Customer's equipment and Company-provided service is not made by lease of Company facilities, interconnection must be made by the Customer at the Company's operating offices. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.
- 2.7.7. If the protective requirements in connection with Customer-provided equipment are not being complied with, the Company may take such immediate action as necessary to protect its facilities and personnel and will promptly notify the Customer of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm.
- 2.7.8. The Customer is liable to the Company for replacement and repair of damage to the equipment and facilities of the Company caused by negligence and willful act of the Customer, its Authorized Users, and others, and for improper use of equipment provided by the Customer, its Authorized Users, and others.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.7. Responsibilities of the Customer (Continued)

- 2.7.9 The Customer is liable for any loss of Company equipment installed at the Customer's premises caused by: theft, fire, flooding, or any other casualty or criminal act.

2.8. Responsibilities of Authorized Users

- 2.8.1. The Authorized User is responsible for compliance with applicable regulations set forth in this tariff.
- 2.8.2. The Authorized User is responsible for establishing its identity as often as necessary during the course of a call.
- 2.8.3. The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.8.4. The Authorized User is responsible for providing the Company with a valid method of billing for each call. The Company reserves the right to validate the credit worthiness of Users through available Credit Card, Called Number, Third Party telephone number and Room Number verification procedures. Where a requested billing method cannot be validated, the User may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.9 Termination or Interruption of Services

- 2.9.1. Without incurring liability, the Company may by 24 hours advance notice discontinue Service(s) to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted Service(s) under the following conditions:
- (i) For past due balances or when usage has exceeded the credit limit established by the Company;
 - (ii) For violation of the terms or conditions governing the furnishing of services under this tariff;
 - (iii) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's Service(s); or
 - (iv) By reason of any order or decision of a court having competent jurisdiction, public utility commission, federal regulatory body or other governing authority prohibiting the Company from furnishing its Service(s).
- 2.9.2. Without incurring liability, the Company may temporarily interrupt the provision of Service(s) at any time in order to perform test(s) and inspection(s) to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities.
- 2.9.3. In the event that the Company incurs attorneys fees or other costs to recover any sums then due and the Company prevails, the Company shall be entitled to recover its costs of collection, legal costs, court costs, and reasonable attorneys' fees, in addition to whatever other relief the court may award. The Company may assign or sell receivables to Local Exchange Carriers, collection agencies or other parties and the amounts owed to the Company shall then become due and payable to that third party.
- 2.9.4. Service(s) may be discontinued by the Company, without notice to the Customer, by blocking traffic to and from certain countries, cities, NXX's, or by blocking calls using certain Customer Authorization Codes or Calling Card Account Numbers when the Company deems it necessary to take such action to prevent fraud or other unlawful use of its Service(s). The Company may restore Service(s) as soon as it can be provided without undue risk.
- 2.9.5. If, for any reason, Service(s) is interrupted, the Customer will only be charged for the Service(s) that was actually used.

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Big Planet, Inc.
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SECTION 2 - RULES AND REGULATIONS (Continued)

2.10. Payment for Service

The Customer is responsible for payment of all charges for facilities and Service(s) furnished by the Company, including charges for Service(s) originated or charges accepted at the Customer's service point.

- 2.10.1. Charges for Third Party calls will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- 2.10.2. Charges for Credit Card Calls will be included on the Billed Party's regular monthly statement from the card-issuing company.
- 2.10.3. The Customer will be billed for and is liable for payment of all applicable federal, state and local use, assessments, surcharges, sales and/or privilege taxes and/or similar liabilities chargeable to or against the Company as a result of the provision of the Company's Service(s), in addition to the rates indicated in this tariff. Taxes or surcharges may be passed through to customers of a taxing jurisdiction on a prorated basis such that the total of all such charges aggregated among all customers in the taxing jurisdiction shall approximately equal the total amount of tax due in that jurisdiction.
- 2.10.4. The Customer shall remit payment of all charges to the Company or to any agency authorized by the Company to receive such payment. Any disputed amounts or claims against an invoice must be made in writing within 30 (thirty) days from the date of invoice. Undisputed amounts may not be withheld.
- 2.10.5. If the bill is not paid within twenty calendar days following the mailing of the bill, the account will be considered past due. In the event that on-line billing is provided, the bill becomes past due 30 days after the bill arrives at the customer's computer.
- 2.10.6. Bills are due and payable upon receipt. Interest at the lesser of (1) the rate of one and one-half (1.5 %) percent per month, or (2) the highest rate allowed by law per month shall accrue upon any unpaid amount commencing thirty (30) days after the date of the bill for the amount first sent.
- 2.10.7. A delinquent account may subject the Customer's Service(s) to temporary disconnection.
- 2.10.8. Failure to receive a bill will not exempt a Customer from prompt payment of any sum(s) due the Company.

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Issued By: Michael Anderson, Vice-President
Big Planet, Inc.
75 West Center Street
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SECTION 2 - RULES AND REGULATIONS (Continued)

2.10. Payment for Service (Continued)

- 2.10.9. Charges for recurring fees shall be billed one (1) month in advance. Usage charges shall be billed one (1) month in arrears.
- 2.10.10. If the Customer pays with a check which is returned from the bank due to insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other reason, the company will apply a \$30.00 service charge. The charge will be applied to the Customer's monthly billing in addition to any other charges which may apply under this tariff. Payment rendered by check, subsequently dishonored, shall not constitute payment until the customer makes a valid repayment.

2.11. Deposits

The company does not require a deposit from the customer.

2.12. Billing Entity Conditions

When billing functions on behalf of the Company are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Customer may contact the Company directly at (800) 487-3800.

2.13. Discontinuation of Service(s)

The Customer's Service(s) shall automatically terminate upon discontinuation of the Customer's subscription to the Company's Service(s).

- 2.13.1. The Company reserves the right to refuse or honor RESPOG (800 Responsible Organization) change requests when an unsatisfied business relationship exists between the Customer and the Company.

2.14. Right to Backbill for Improper Use of the Company's Services

Any person or entity which uses, appropriates or secures the use of Service(s) from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's Service(s) actually made by Customer.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.15. Customer Inquiries and Complaints

Customers may direct inquiries and complaints to Big Planet, Inc. at:

75 West Center Street
Provo, UT 84601
(800) 487-3800

Big Planet, Inc. will respond within 72 hours of receipt of an inquiry. If unsatisfied with the Company's response, the customer may file with the South Dakota Public Utilities Commission for resolution of the dispute. The South Dakota Public Utilities Commission can be contacted at:

500 East Capitol Avenue
Pierre, South Dakota 57501-5070
(605) 773-3201 or (800) 332-1782

Issued:

Effective:

Issued By: Michael Anderson, Vice-President
Big Planet, Inc.
75 West Center Street
Provo, UT 84601

SECTION 3 - DESCRIPTION OF SERVICES

3.1. Service Offerings

The information in this section applies to all types of long distance services, Calling Card services and Prepaid Phone Card services offered pursuant to this tariff unless otherwise noted. South Dakota Intrastate Long Distance Service is offered on a per call basis to Customers originating calls within the State of South Dakota. Such service is available twenty-four (24) hours per day seven (7) days per week.

3.1.1 PLANET 1+ Service

PLANET 1+ Service consists of the furnishing of presubscribed switched message telephone service between telephone stations located within the State. Such service is available twenty-four (24) hours a day, seven (7) days a week. This service is billed via direct billing from the Company. Billable time is measured in one (1) minute increments.

Customers will be charged for calls based on the duration of the call as set forth in 4.1 below.

3.1.2 ePLANET 1+ Service

ePLANET 1+ Service consists of the furnishing of presubscribed switched message telephone service between telephone stations located within the State. Such service is available twenty-four (24) hours a day, seven (7) days a week. This service is billed to the customers credit card. Billable time is measured in one (1) minute increments.

Customers will be charged for calls based on the duration of the call as set forth in 4.2 below.

3.1.3 PLANET 800/888 Service

PLANET 800/888 Service consists of the furnishing of inbound switched message telephone service between telephone stations located within the State. Such service is available twenty-four (24) hours a day, seven (7) days a week. This service is billed via local telephone bill or by direct billing from the Company. Billable time is measured in one (1) minute increments.

Customers will be charged for calls based on the duration of the call as set forth in 4.3 below.

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SECTION 3 - DESCRIPTION OF SERVICES (Continued)

3.1. Service Offerings (Continued)

3.1.4 ePLANET 800/888 Service

ePLANET 800/888 Service consists of the furnishing of inbound switched message telephone service between telephone stations located within the State. Such service is available twenty-four (24) hours a day, seven (7) days a week. This service is billed to the customers credit card. Billable time is measured in one (1) minute increments.

Customers will be charged for calls based on the duration of the call as set forth in 4.4 below.

3.1.5 PLANET Travel Card Service

PLANET Travel Card Service allows customers to gain access to their long distance service from anywhere in the state to anywhere in the state via discount service billed back to the user's account. This service is billed via direct billing from the Company. Billable time is measured in one (1) minute increments.

Customers will be charged for calls based on the duration of the call as set forth in 4.5 below. An access fee applies per call.

3.1.6 PLANET 0+ Service

PLANET 0+ Service consists of the furnishing of operator assisted switched message telephone service between telephone stations located within the State. Such service is available twenty-four (24) hours a day, seven (7) days a week. Billable time is measured in one (1) minute increments.

Customers will be charged for calls based on the time of day and the duration of the call as set forth in 4.6 below. An access fee applies per call.

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SECTION 3 - DESCRIPTION OF SERVICES (Continued)

3.1. Service Offerings (Continued)

3.1.7 PLANET Prepaid Phone Card

PLANET Prepaid Phone Card allows customers to gain access to long distance service from anywhere in the state to anywhere in the state via disposable prepaid calling cards. Network is accessed via an 800/888 number. Customer uses a pin number to access their account. Such service is available twenty-four (24) hours a day, seven (7) days a week. Billable time is measured in one (1) minute increments.

Customers will be charged for calls based on the duration of the call as set forth in 4.7 below.

3.1.8. PLANET Directory Assistance

Service offered on a per call basis to all Commercial and Residential Customers whereby the customer may obtain telephone numbers by dialing 1 + area code + 555-1212. Such service is available twenty-four (24) hours per day, seven (7) days a week.

Customers will be charged for calls as set forth in 4.8 below.

3.2. Billing Periods

Residential South Dakota intrastate calls generally have a one minute minimum charge with additional time billed in one minute increments with full minute rounding. Commercial South Dakota intrastate calls generally have a 30 second minimum charge with additional time billed in 6 second increments. (See section 4 for the specific minimums and increments for each service.) Timing on completed calls begins when the called party answers. Timing terminates when either party goes to the on-hook mode.

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SECTION 3 - DESCRIPTION OF SERVICES (Continued)

3.3. Timing of Calls

The customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or by software utilizing audio tone detection. A call is terminated when either party hangs up.

3.4. Minimum Call Completion Rate

The customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 99% during peak use periods for all FGD services.

3.5. Uncompleted Calls

There shall be no charge for uncompleted calls.

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Big Planet, Inc.
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Provo, UT 84601

SECTION 4 - RATES AND CHARGES

This section sets forth the rates and charges applicable to the Company's services. The rates are applicable to domestic South Dakota intrastate services and facilities. All rates and charges are expressed in U. S. dollars. Calls which overlap rate periods will be charged according to the rates applicable to the time recorded in each period.

4.1 PLANET ONE Service

Rate Per Minute:	Day	\$ 0.1500
	Evening	\$ 0.1500
	Night/Weekend	\$ 0.1500

4.2 ePLANET ONE Service

Rate Per Minute:	Day	\$ 0.1500
	Evening	\$ 0.1500
	Night/Weekend	\$ 0.1500

4.3 PLANET 800/888 Service

Rate Per Minute:	Day	\$ 0.2490
	Evening	\$ 0.2490
	Night/Weekend	\$ 0.2490

4.4 ePLANET 800/888 Service

Rate Per Minute:	Day	\$ 0.2490
	Evening	\$ 0.2490
	Night/Weekend	\$ 0.2490

4.5 PLANET Travel Card Service

Rate Per Minute:	Day	\$ 0.2500
	Evening	\$ 0.2500
	Night/Weekend	\$ 0.2500
Per call charge		\$ 0.5000

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Issued By: Michael Anderson, Vice-President
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75 West Center Street
Provo, UT 84601

SECTION 4 - RATES AND CHARGES (Continued)**4.6 PLANET 0+ Service**

Miles	Day		Evening		Night/Weekend	
	1st	Add'l	1st	Add'l	1st	Add'l
0-10	.3000	.1800	.2400	.1440	.1800	.1080
11-16	.3800	.2000	.3040	.1600	.2280	.1200
17-22	.3900	.2200	.3120	.1760	.2340	.1320
23-30	.4300	.2400	.3440	.1920	.2580	.1440
31-40	.4500	.2600	.3600	.2080	.2700	.1560
41-55	.4800	.2900	.3840	.2320	.2880	.1740
56-85	.5100	.3200	.4080	.2560	.3060	.1920
86-124	.5300	.3400	.4240	.2720	.3180	.2040
125-244	.5400	.3600	.4320	.2880	.3240	.2160
245+	.5500	.3800	.4400	.3040	.3300	.2280

Operator StationCollect **\$2.25**Billed to third number **\$2.35**Person to person collect **\$4.90****4.7 PLANET Prepaid Phone Card**

		Units Used Per Min.	Rate Per Unit
Rate Per Minute:	Day	2	\$ 0.1990
	Evening	2	\$ 0.1990
	Night/Weekend	2	\$ 0.1990

4.8 PLANET Directory AssistanceFor use with 4.1 through 4.7 **Per Inquiry
\$ 0.7500**For use with 4.8
Units Used 4 **\$ 0.7960**

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Big Planet, Inc.
75 West Center Street
Provo, UT 84601

SECTION 4 - RATES AND CHARGES (Continued)

4.9 Special Promotions and Discounts

From time to time, the Company may offer special limited-duration promotions waiving charges. The promotion may include (but is not limited to) waiver of: recurring monthly charges, basic account code charges, verified account code charges, and installation charges. Such promotions are designed to attract new subscribers or to increase subscriber awareness of a particular service.

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BIG PLANET, INC.75 WEST CENTER STREET
PROVO, UTAH 84601
(801) 345-7000Bank One, Utah, N.A.
Provo/East Bay Office
1177 S. University Ave
Provo, UT 84601
97-154/1240

000134

DATE 03-27-98

PAY Two Hundred Fifty dollars and no/100

DOLLARS \$ 250.00

TO THE ORDER OF

BIG PLANET, INC.

South Dakota Public Utilities Commission

⑈000134⑈ ⑆124001545⑆

913661684⑈

DATE	DESCRIPTION	INVOICE NO.	AMOUNT	DISCOUNT	DEDUCTIONS	NET AMOUNT
	TC98-113					

8000-427-3
PRINTED IN U.S.A.

BIG PLANET, INC.

South Dakota
Public Utilities Commission
State Capitol 500 E. Capitol
Pierre, SD 57501-5070
Phone: (605) 773-3705
Fax: (605) 773-3809

TELECOMMUNICATIONS SERVICE FILINGS

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

06/05/98 through 06/11/98

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 INTERCONNECTION AGREEMENT FILED			
TC98-112	U S WEST Communications filed for approval by the Commission the negotiated Interconnection Agreement Between U S WEST Communications, Inc. and Dakota Services, Ltd. 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 July 1, 1998. Parties to the agreement may file written responses to the comments no later than July 22, 1998.	06/08/98	Comments By 07/01/98
REQUEST FOR CERTIFICATE OF AUTHORITY			
TC98-113	Application by Big Planet, Inc. for a Certificate of Authority to operate as a telecommunications company within the state of South Dakota. (Staff: HB/CH) "Applicant proposes to offer 1+, 0+, 800, travel card, and prepaid card service as well as directory assistance to both business and residential users."	06/09/98	06/26/98
SALE OF KENNEBEC TELEPHONE COMPANY, INC. STOCK			
TC98-114	The current stockholders of Kennebec Telephone Company, Inc. (KTC) and Rod and Donna Bowar jointly apply to the Commission for approval of the sale of the majority of KTC stock to Rod and Donna Bowar. (Staff: DJ/KC) As part of the overall transaction, KTC would redeem certain shares of the stock of the principal stockholder, Delores Johnstone. KTC would continue to operate and provide local telephone service under its existing Certificate of Authority after the stock sale.	06/09/98	06/26/98

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PCSi

A DIVISION OF



August 20, 1998

South Dakota Public Utilities Commission
Attention: Harlan Best, Deputy Director
State Capitol Building
500 East Capitol Avenue
Pierre, South Dakota 57501-5070

RECEIVED

AUG 24 1998

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

RE: Big Planet, Inc.; SDPUC Docket TC98-113

Dear Mr. Best:

Enclosed please find the requested bond for the sum of \$25,000.00. According to my records, this bond completes the return of any and all information that was requested of us by the Commission.

If you need any further assistance, please contact me at (817) 281-4727.

Sincerely,
PCSi Consultant for Big Planet, Inc.


Dollie S. King
Consultant

Information for toll-free
numbers just get a new
number.™
1-800-555-1414

*Bond returned - Needs correction.
Change PSC to PUC.*

500 GRAPEVINE HWY
SUITE 300
HURST, TEXAS 76054
TEL: (817) 281-4727
FAX: (817) 281-4827
http://www.turn.com

RECEIVED

AUG 24 1998

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

INDEMNITY BOND
TO THE
PEOPLE OF THE STATE OF SOUTH DAKOTA

BOND NO. U2855412

We, BIG PLANET, INC., the principal and applicant for a CERTIFICATE OF AUTHORITY to resell long distance telecommunications services with the State of South Dakota, and UNITED PACIFIC INSURANCE COMPANY, as an admitted surety insurer, bind ourselves unto the Public Service Commission of the State of South Dakota and the consumers of South Dakota as Obligees, in the sum of \$25,000.00.

The conditions of the obligation are such that the principal, having been granted such CERTIFICATE OF AUTHORITY subject to the provision that said principal purchase this Indemnity Bond, and if said principal shall in all respects fully and faithfully comply with all applicable provisions of South Dakota State Law, and reimburse customers of Big Planet, Inc. for any prepayment or deposits they have made which may be unable or unwilling to return to said customers as a result of insolvency or other business failure, then this obligation shall be void, discharged and forever exonerated, otherwise to remain in full force and effect.

This bond shall take effect as of the date hereon and shall remain in force and effect until the surety is released from liability by the written order of the Public Service Commission, provided that the surety may cancel this Bond and be relieved of further liability hereunder by delivering thirty (30) days written notice to the Public Service Commission. Such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of said thirty (30) day period.

Dated this 14th day of August, 1998.

To be effective this 14th day of August, 1998.

*Original bond
in Melaines
bottom desk drawer.*

BIG PLANET, INC.

BY: 

UNITED PACIFIC INSURANCE COMPANY,

BY: 

Tina Davis, Attorney-In-Fact

Countersigned this 17th day of
August, 1998

Countersigned for South Dakota

By: 
Nick Gusso, Resident Agent

**RELiance SURETY COMPANY
UNITED PACIFIC INSURANCE COMPANY**

**RELiance INSURANCE COMPANY
RELiance NATIONAL INDEMNITY COMPANY**

ADMINISTRATIVE OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that RELIANCE SURETY COMPANY is a corporation duly organized under the laws of the State of Delaware, and that RELIANCE INSURANCE COMPANY and UNITED PACIFIC INSURANCE COMPANY, are corporations duly organized under the laws of the Commonwealth of Pennsylvania and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called "the Companies") and that the Companies by virtue of signature and seals do hereby make, constitute and appoint Earl D. Brown, Doris Martin, Karen Hone, Kim Evans, Jace Pearson, Tina Davis, Vicki L. Sorensen, of Salt Lake City, Utah their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on their behalf, and as their act and deed any and all bonds and undertakings of suretyship and to bind the Companies thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the Companies and sealed and attested by one other of such officers, and hereby ratifies and confirms all that their said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by the authority of Article VII of the By-Laws of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to sign, execute, seal and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to cause any such Attorney(s)-in-Fact as any officer and transfer the power and authority given to them.
2. Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.
3. Attorney(s)-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial status of the Company and to copies of the By-Laws of the Company as any article or articles thereof.

The Power of Attorney is signed and sealed by the financial officer and by authority of the following resolutions adopted by the Executive and Finance Committees of the Board of Directors of Reliance Insurance Company, United Pacific Insurance Company and Reliance National Indemnity Company by Unanimous Consent dated as of February 29, 1994 and by the Executive and Finance Committee of the Board of Directors of Reliance Surety Company by Unanimous Consent dated as of March 31, 1994.

"Resolved that the signatures of such directors and officers and the seal of the Company may be affixed to any such Power of Attorney or its ratification relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company, in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Companies have caused these presents to be signed and their corporate seals to be hereto affixed, this June 5, 1998.

RELiance SURETY COMPANY
RELiance INSURANCE COMPANY
UNITED PACIFIC INSURANCE COMPANY
RELiance NATIONAL INDEMNITY COMPANY



STATE of Washington)
COUNTY OF King) ss

Mark W. Alsop

On this, June 5, 1998, before me, Laura L. Wadsworth, personally appeared **Mark W. Alsop**, who acknowledged himself to be the Vice President of the Reliance Surety Company, Reliance Insurance Company, United Pacific Insurance Company, and Reliance National Indemnity Company and that as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as its duly authorized officer:

In witness whereof, I hereunto set my hand and official seal:



Laura L. Wadsworth
Notary Public in and for the State of Washington
Residing at Puyallup

I, **Robyn Layne**, Assistant Secretary of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14TH day of AUGUST year of 1998



Robyn Layne
Assistant Secretary

PCSi

A DIVISION OF



September 1, 1998

South Dakota Public Utilities Commission
Attn: Harlan Best, Deputy Director
State Capitol Building
500 East Capitol Avenue
Pierre, SD 57501-5070

RECEIVED

SEP 04 1998

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

RE: Big Planet, Inc. SDPUC Docket TC98-113

Dear Mr. Best:

Enclosed please find the revised bond for the sum of \$25,000.00. All suggested changes have been made per your request.

If you have any further questions, please contact me at (817) 281-4727

Sincerely,
PCSi Consultant for Big Planet, Inc.



Dollie S. King

Information for toll-free
numbers just got a new
number™
1-800-555-1414

500 GRAPEVINE HWY.
SUITE 200
MURFEE, TEXAS 76054
TEL: (817) 281-4727
FAX: (817) 281-4827
<http://www.tjha.com>

RECEIVED

**INDEMNITY BOND
TO THE
PEOPLE OF THE STATE OF SOUTH DAKOTA**

BOND NO. U2855412

We, BIG PLANET, INC., the principal and applicant for a CERTIFICATE OF AUTHORITY to resell long distance telecommunications services with the State of South Dakota, and UNITED PACIFIC INSURANCE COMPANY, as an admitted surety insurer, bind ourselves unto the Public Utilities Commission of the State of South Dakota and the consumers of South Dakota as Obligees, in the sum of \$25,000.00.

The conditions of the obligation are such that the principal, having been granted such CERTIFICATE OF AUTHORITY subject to the provision that said principal purchase this Indemnity Bond, and if said principal shall in all respects fully and faithfully comply with all applicable provisions of South Dakota State Law, and reimburse customers of Big Planet, Inc. for any prepayment or deposits they have made which may be unable or unwilling to return to said customers as a result of insolvency or other business failure, then this obligation shall be void, discharged and forever exonerated, otherwise to remain in full force and effect.

This bond shall take effect as of the date hereon and shall remain in force and effect until the surety is released from liability by the written order of the Public Utilities Commission, provided that the surety may cancel this Bond and be relieved of further liability hereunder by delivering thirty (30) days written notice to the Public Utilities Commission. Such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of said thirty (30) day period.

Dated this 14th day of August, 1998.
To be effective this 14th day of August, 1998.

*The original
is in Melissa's
bottom desk drawer.*

BIG PLANET, INC.

BY: 

UNITED PACIFIC INSURANCE COMPANY

BY: 

Tina Davis, Attorney-In-Fact

Countersigned this 17th day of
August, 1998

Countersigned for South Dakota

By: 
Nick Gusso, Resident Agent

RELiance SURETY COMPANY
UNITED PACIFIC INSURANCE COMPANY

RELiance INSURANCE COMPANY
RELiance NATIONAL INDEMNITY COMPANY

ADMINISTRATIVE OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that RELIANCE SURETY COMPANY is a corporation duly organized under the laws of the State of Delaware, and that RELIANCE INSURANCE COMPANY and UNITED PACIFIC INSURANCE COMPANY, are corporations duly organized under the laws of the Commonwealth of Pennsylvania and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called "the Companies") and that the Companies by virtue of signature and seals do hereby make, constitute and appoint Earl D. Brown, Doris Martin, Karen Home, Kim Evans, Jace Pearson, Tina Davis, Vicki L. Sorensen, of Salt Lake City, Utah, their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on their behalf and as their act and deed any and all bonds and undertakings of suretyship and to bind the Companies thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the Companies and sealed and attested by one other of such officers, and hereby ratifies and confirms all that their said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by the authority of Article VII of the By-Laws of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney(s)-in-Fact at any time and transfer the power and authority given to them.

2. Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to receive and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorney(s)-in-Fact shall have power and authority to receive affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligational undertakings and they shall also have power and authority to certify the financial statement of the Company and to deposit of the By-Laws of the Company or any article or articles thereof.

This Power of Attorney is signed and sealed by facsimile order and by authority of the following resolution adopted by the Executive and Finance Committees of the Board of Directors of Reliance Insurance Company, United Pacific Insurance Company and Reliance National Indemnity Company by Unanimous Consent dated as of February 28, 1998 and by the Executive and Finance Committee of the Board of Directors of Reliance Surety Company by Unanimous Consent dated as of March 11, 1998.

"Resolved that the signatures of each directors and officers and the seal of the Company may be affixed to any such Power of Attorney or any certificates relating thereto by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company, in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Companies have caused these presents to be signed and their corporate seals to be hereto affixed, this June 5, 1998.



RELiance SURETY COMPANY
RELiance INSURANCE COMPANY
UNITED PACIFIC INSURANCE COMPANY
RELiance NATIONAL INDEMNITY COMPANY

STATE OF Washington }
COUNTY OF King } ss

Mark W. Blaup

On this, June 5, 1998, before me, Laura L. Wadsworth, personally appeared Mark W. Blaup, who acknowledged himself to be the Vice President of the Reliance Surety Company, Reliance Insurance Company, United Pacific Insurance Company, and Reliance National Indemnity Company and that as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as its duly authorized officer.

In witness whereof, I hereto set my hand and official seal



Laura L. Wadsworth
Notary Public in and for the State of Washington
Residing at Puyallup

I, Robyn Layng, Assistant Secretary of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seals of said Companies this 14TH day of AUGUST year of 1998



Robyn Layng
Assistant Secretary

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE APPLICATION OF)
BIG PLANET, INC. FOR A CERTIFICATE OF)
AUTHORITY TO PROVIDE)
TELECOMMUNICATIONS SERVICES IN)
SOUTH DAKOTA)

ORDER GRANTING
CERTIFICATE OF
AUTHORITY

TC98-113

On June 9, 1998, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and AFSD 20:10 24.02, received an application for a certificate of authority from Big Planet, Inc. (Big Planet).

On a non-facilities-based basis, Big Planet proposes to offer 1+, 0+, 800, travel card, prepaid card service and directory assistance to both business and residential users. A proposed tariff was filed by Big Planet. The Commission has classified long distance service as fully competitive.

On June 11, 1998, the Commission electronically transmitted notice of the filing and the intervention deadline of June 26, 1998, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled September 10, 1998, meeting, the Commission considered Big Planet's request for a certificate of authority. Commission Staff recommended granting a certificate of authority as Big Planet had furnished the Commission with a surety bond.

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 Big Planet has met the legal requirements established for the granting of a certificate of authority. Big Planet 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 Big Planet's application for a certificate of authority. As the Commission's final decision in this matter, it is therefore

ORDERED, that Big Planet's application for a certificate of authority is hereby granted. It is

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

Dated at Pierre, South Dakota, this 21st day of September, 1998.

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>William Kuchs</i></u>
Date	<u>9/21/98</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

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

Authority was Granted September 10, 1998
Docket No. TC98-113

This is to certify that

BIG PLANET, 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 September, 1998.

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:



James A. Burg

JAMES A. BURG, Chairman

Pam Nelson

PAM NELSON, Commissioner

Laska Schoenfelder

LASKA SCHOENFELDER, Commissioner