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TC98-145

August 21, 1998
Via Overnight Delivery

RECEIVED

AUG 24 1998

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

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

Re: Registration of **First Call USA, Incorporated** for Authority to Provide
Intrastate Telecommunications Services within the State of South Dakota

Dear Mr. Bullard:

Enclosed for filing are the original and ten (10) copies of a Registration for Authority to Provide Intrastate Telecommunications Services, filed on behalf of Z-Tel Communications, Inc. Also enclosed is a Technologies Management check for the filing fee of \$250.00.

Please return, date-stamped, the extra copy of this cover letter in the enclosed self-addressed stamped envelope provided for this purpose.

Any questions you may have regarding the above filing should be directed to me at (407) 740-8575.

Sincerely,

Thomas M. Forte
Consultant for First Call USA, Incorporated

cc: B. Kaye - First Call USA, Incorporated
file: First Call - SD
TMX: sdi9800

BEFORE THE SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

TC 98-145

Registration of)
First Call USA)
for Authority to Provide Intrastate) Docket No. _____
Telecommunications Services)
within the State of South Dakota)

Pursuant to Rule 20:10-24:02 of the Commission's Telecommunications Services Rules, First Call USA, Incorporated ("First Call" or "Applicant") submits the following registration information:

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

First Call USA, Incorporated
5030 Champion Boulevard
Suite 6403
Boca Raton, Florida 33496
Phone: (561) 495-1101
Fax: (561) 495-8440

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

None.

3. If the applicant is a corporation:

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

First Call USA, Incorporated ("First Call") was incorporated on May 13, 1998 in the state of Georgia. A copy of the Applicant's Certificate of Authority to operate in South Dakota is provided in Attachment I. A copy of the applicant's Articles of Incorporation are provided as Attachment II.

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

Principal office in South Dakota: None

Registered Agent: C T Corporation System

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

Brett R. Kaye - 100% ownership in First Call USA, Incorporated

Brett R. Kaye is the sole stockholder of First Call USA Incorporated

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

None

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

Not applicable.

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

First Call USA proposes to offer long distance voice telecommunications services over resold transmission facilities to presubscribed aggregator locations throughout the state of South Dakota. The Company provides outbound service and access to directory assistance. First Call's services and facilities are furnished for communications originating and terminating within the state of South Dakota under the terms of the tariff provided as Attachment IV. Intrastate service is offered as an add-on to interstate service.

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

Service is available 24 hours a day, seven days a week. Calls may originate from any standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location.

First Call has never had any slamming complaints nor does First Call provide operator assisted services. First Call Customers may reach its Customer Service Department by dialing 1-888-836-6387.

A copy of First Call's services are described more fully in its proposed tariff provided as Attachment IV.

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

First Call does not intend to install or operate any switching or transmission facilities in South Dakota. The Company will use resold transmission services of other carriers.

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

First Call intends to offer service throughout the entire state of South Dakota.

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

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

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

For inquiries regarding this application and tariff, contact:

Thomas M. Forte
Consultant to First Call USA, Incorporated
Technologies Management, Inc.
P.O. Box 200
Winter Park, Florida 32790-0200
Phone: (407) 740-8575
Fax: (407) 740-0613

For all other matters, contact:

Brett Kaye, President
First Call USA, Incorporated
5030 Champion Boulevard
Suite 6403
Boca Raton, Florida 33496
Phone: (561) 495-1101
Fax: (561) 495-6440

Customers may contact First Call's customer service department twenty-four hours a day, seven days a week at (888) 836-6387. Customer service personnel are fully trained to handle calls efficiently and courteously.

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

In addition to South Dakota, First Call USA is currently seeking authority to operate as a resale carrier in California, Florida, Georgia, New Jersey, and Tennessee. First Call USA, Incorporated seeks authority to provide telecommunications services in South Dakota as part of the Company's objective to become a nationwide service provider by the end of 1999. By serving the entire country, First Call can more effectively serve customers who also operate in multiple states, as well as those customers who travel extensively. First Call USA, Incorporated has not been denied certification from any state utility commission nor has its certificate been revoked 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:**

Face-to-face direct sales to aggregator owners.

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

Cost support information is provided in Attachment V.

As evidenced by the foregoing application, First Call USA, Incorporated is fully qualified to offer and provide long distance service within the State of South Dakota. Therefore, First Call respectfully requests that the Commission grant this application at its earliest convenience.

Dated this 14 day of August 1998.

Respectfully Submitted,



Brett R. Kaye
President
First Call USA, Incorporated

ATTACHMENT I

First Call USA, Incorporated

Authority to Operate in South Dakota

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF AUTHORITY

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of FIRST CALL USA, INCORPORATED (GA) 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 FIRST CALL USA, INCORPORATED.

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 July 6, 1998.

JOYCE HAZELTINE
Secretary of State



ATTACHMENT II

First Call USA, Incorporated

Articles of Incorporation

ARTICLES OF INCORPORATION
OF
FIRST CALL USA, INCORPORATED

I.

NAME

The name of the corporation is: First Call USA, Incorporated.

II.

CAPITALIZATION

The corporation has authority to issue ten thousand (10,000) shares of capital stock, all at a par value of ten cents (\$.10) per share. Ten thousand shares shall be issued as follows: Ten Thousand shares to Brett R. Kaye. Such shares have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.

III.

REGISTERED AGENT AND OFFICE

The initial registered office of the corporation is 101 Marietta Tower, Suite 3412, Atlanta, Georgia 30303. The initial registered agent of the corporation is Scott M. Kaye.

IV.

INCORPORATOR

The name and address of the incorporator is:

Brett R. Kaye
101 Marietta Tower
Suite 3412
Atlanta, Georgia 30303

SCOTT M. KAYE, INC.

875 N. Marietta Tower
Suite 3412
Atlanta, Georgia 30303
(404) 521-1700

V.

INITIAL PRINCIPAL OFFICE

The mailing address of the initial principal office of the corporation is 101 Marietta Tower, Suite 3412, Atlanta, Georgia 30303.

VI.

DIRECTORS

The number of directors constituting the initial Board of Directors is one (1), and the name and address of such director is as follows:

| | |
|----------------------------|---|
| President and Secretary | Brett R. Kaye 101 Marietta Tower Suite 3412 Atlanta, Georgia 30303 |
|----------------------------|---|

VII.

SHAREHOLDERS MEETING

There shall be an annual meeting of all shareholders held on the 15th day of January of each year at the principle office of the corporation, if demand is made upon any officer or director by any shareholder that such a meeting be held.

VIII.

ELECTION OF OFFICERS

The Shareholders shall, by majority vote, designate such officers as they deem necessary to perform all corporate functions and record the minutes of directors, officers and shareholders meetings. The Shareholders shall also designate the authority of each such corporate officer to act for the corporation.

IX.

NON-UNANIMOUS WRITTEN CONSENT OF SHAREHOLDERS

Any action which may be taken at a meeting of the shareholders may be taken without a meeting if written consent, setting forth the actions so taken, shall be signed by those

Scott MK&L, PC

101 Marietta Tower
Suite 3412
Atlanta, Georgia 30303
(404) 522-1700

shareholders entitled to vote with respect to the subject matter thereof having voting power to cast not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shareholders entitled to vote were present and voted.

X.

PREEMPTIVE RIGHTS

The holders of shares shall be entitled as a matter of right to acquire proportional amounts of unissued or treasury shares, if any, of the corporation, or any securities convertible into or carrying a right to subscribe for or acquire any such shares, in accordance with the terms and conditions of the Georgia Business Corporation Code.

XI.

FIRST RIGHT OF REFUSAL

The Corporation, consisting of all non-transferring shareholders, shall have the Right of First Refusal to purchase all shares of the person desiring to transfer shares, at the price offered by the third party purchaser, as fully set out in O.C.G.A. §14-2-912 and with all restrictions applicable thereto. Any share transfer occurring in breach of this section shall be invalid as to the transferor and transferee.

XII.

COMPULSORY PURCHASE OF SHARES

Upon the death of any shareholder, the Corporation may purchase the shares of the deceased shareholder. The executor or administrator of the estate of the deceased shareholder may require the corporation to purchase or cause to be purchased all of the decedent's shares or to be dissolved, as set forth in O.C.G.A. §§14-2-914 through 14-2-917.

IN WITNESS WHEREOF, the undersigned executes these Articles of Incorporation this

12th day of May, 1998.

Brett R. Kaye
Brett R. Kaye
Incorporator

SCOTT M KAYE, PC

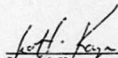
320 Marietta Tower
Suite 3402
Atlanta, Georgia 30309
(404) 522-1700

CONSENT TO APPOINTMENT AS REGISTERED AGENT

To: Secretary of State
Corporations Division
#2 Martin Luther King, Jr. Drive, S.E.
Suite 315, West Tower
Atlanta, Georgia 30334-1530

I, Scott M. Kaye, do hereby consent to serve as registered agent for the corporation: FIRST
CALL USA, Incorporated

This 17th day of May, 1998.



Scott M. Kaye
101 Marietta Tower
Suite 3412
Atlanta, Georgia 30303

Scott M Kaye, PC

101 Marietta Tower
Suite 3412
Atlanta, Georgia 30303
(404) 522-1700

Secretary of State
Corporations Division
Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

DOCKET NUMBER : 981380997
CONTROL NUMBER : 9818636
DATE INC/AUTH/FILED: 05/13/1998
JURISDICTION : GEORGIA
PRINT DATE : 05/18/1998
FORM NUMBER : 211

SCOTT KAYE
101 MARIETTA TOWER, STE 3412
ATLANTA GA 30303

CERTIFICATE OF EXISTENCE

I, Lewis A. Massey, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

**FIRST CALL USA, INCORPORATED
A DOMESTIC PROFIT CORPORATION**

was formed in the jurisdiction stated above or was authorized to transact business in Georgia on the above date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation, or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up, or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Lewis A. Massey
LEWIS A. MASSEY
SECRETARY OF STATE



ATTACHMENT III

First Call USA, Incorporated

Financial Information

First Call USA
Balance Sheet Proforma 1998 - 2002

| Assets | 1998 | 1999 | 2000 | 2001 | 2002 |
|-------------------------------------|-----------------|------------------|---------------------|---------------------|----------------------|
| Cash | \$ - | \$ - | \$ 1,735,400 | \$ 11,893,701 | \$ 46,138,716 |
| Accounts Receivable | 45,351 | 414,084 | 7,031,556 | 24,577,383 | 79,369,820 |
| Allowance | (2,268) | (20,704) | (351,578) | (1,228,869) | (3,968,491) |
| Deposits | 800 | 1,667 | 8,333 | 13,333 | 13,333 |
| Fixed Assets, Net | 3,600 | 24,200 | 56,333 | 45,133 | 33,133 |
| Total Assets | \$47,483 | \$419,246 | \$ 8,480,045 | \$35,300,682 | \$121,586,511 |
| Liabilities | | | | | |
| Accounts Payable | \$ 15,473 | \$ 129,088 | \$ 2,476,503 | \$ 8,241,978 | \$ 26,719,960 |
| Loan Bank - Receivables | 29,478 | 269,154 | 4,570,512 | 15,975,299 | 51,590,383 |
| Loan Bank - Long Term Liability | 71,549 | 111,867 | - | - | - |
| Total Liabilities | 116,500 | 510,109 | 7,047,014 | 24,217,277 | 78,310,343 |
| Equity | | | | | |
| Common Stock | 100 | 100 | 100 | 100 | 100 |
| Paid in Capital in Excess of Par | 6,900 | 6,900 | 6,900 | 6,900 | 6,900 |
| Retained Earnings: Prior Months | (65,281) | (102,979) | 1,143,431 | 10,153,939 | 40,200,515 |
| Retained Earnings: Current Month | (10,736) | 5,116 | 282,600 | 922,466 | 3,068,653 |
| Total Equity | (69,017) | (90,862) | 1,433,031 | 11,083,405 | 43,276,168 |
| Total Equity and Liabilities | \$47,483 | \$419,246 | \$ 8,480,045 | \$35,300,682 | \$121,586,511 |

Pur Cell USA
Cash Flow Projections 1998 - 2002

| | 1998 | 1999 | 2000 | 2001 | 2002 |
|----------------------------|----------------|------------------|-------------------|--------------------|--------------------|
| Cash Receipts | \$ 101,897 | \$ 1,129,347 | \$ 1,629,489 | \$ 85,008,668 | \$ 275,811,025 |
| Product Sales | 39,019 | 479,053 | 5,722,820 | 29,841,718 | 129,298,219 |
| Unfilled Reservations | - | - | - | - | - |
| Total Cash Receipts | 140,916 | 1,608,400 | 20,652,308 | 129,298,681 | 425,117,251 |

Cash Disbursements

| | | | | | |
|----------------------------|----------------|------------------|-------------------|-------------------|--------------------|
| Cost of Sales | 82,679 | 848,348 | 11,182,847 | 63,943,414 | 205,228,290 |
| Commissions | 2,284 | 22,500 | 21,000 | 18,818,228 | 52,896,291 |
| Research/Development | 2,317 | 2,196,129 | 4,877,215 | 2,931,802 | 8,448,210 |
| Marketing | 3,344 | 27,423 | 487,235 | 1,232,248 | 3,862,288 |
| Processing Fees - IEC | 1,790 | 18,800 | 198,775 | - | - |
| Travel Fees | - | - | - | - | - |
| Total Cost of Sales | 114,413 | 1,133,191 | 16,966,116 | 81,256,677 | 277,435,086 |

Cash Flow After Cost of Sales

| | | | | | |
|--------------------------------------|----------------|----------------|------------------|------------------|-------------------|
| Advertising Expenses | 5,200 | 5,200 | 24,000 | 38,000 | 40,000 |
| Bad Debt Expense | 5,574 | 62,379 | 782,208 | 4,688,604 | 15,790,451 |
| Direct Labor | 480 | 420 | 4,680 | 11,783 | 12,800 |
| Equipment | 1,800 | 1,800 | 6,138 | 8,000 | 8,000 |
| Equipment Leases | 4,400 | 4,400 | 6,520 | 6,520 | 6,520 |
| Insurance - Medical | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 |
| Insurance - Workers Comp | 2,329 | 2,329 | 28,441 | 1,310,827 | 4,342,222 |
| Legal and Professional | 1,400 | 800 | - | - | - |
| Multi-Department Exp | 1,950 | 2,126 | 21,583 | 24,000 | 24,000 |
| Office Expenses | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 |
| Other Expenses | 29,248 | 37,246 | 37,246 | 37,246 | 37,246 |
| Payroll | 1,820 | 1,820 | 29,279 | 222,181 | 741,214 |
| Product/Other Te. Expense | 240 | 14,440 | 5,280 | 7,200 | 7,200 |
| Research/Development | 4,400 | 4,400 | 11,400 | 10,000 | 10,000 |
| Travel | 24,000 | 24,000 | 24,000 | 24,000 | 24,000 |
| Salaries/Direct | 11,000 | 85,900 | 254,487 | 2,788,782 | 8,298,853 |
| Salaries/Indirect | 1,400 | 6,811 | 28,583 | 40,000 | 40,000 |
| Telephone | 3,800 | 4,000 | 28,194 | 40,000 | 40,000 |
| Travel | - | - | - | - | - |
| Total Cash Out From Expenses: | 150,239 | 237,684 | 1,844,568 | 8,248,709 | 20,743,578 |

Net Cash Flow After Expenses

| | | | | | |
|-----------------------------------|----------|----------|-----------|------------|-------------|
| Corporate Quarterly Taxes | (7,749) | - | 3,773,280 | 31,262,390 | 157,890,719 |
| Capital Investment by Shareholder | (7,000) | - | 288,974 | 3,150,286 | 10,447,624 |
| Equipment Purchase | 4,200 | 687 | 4,647 | 5,000 | - |
| Net Cash Flow For Company | (11,349) | 110,248 | 3,242,814 | 27,844,885 | 87,813,844 |
| Loan from Bank | - | - | - | - | - |
| Bank Loan Credit Line | (77,248) | (78,028) | - | - | - |

First Call USA

Projected Income Statement
For the Years Ending 1998 - 2002

| | 1998 | 1999 | 2000 | 2001 | 2002 |
|----------------------|----------------|------------------|-------------------|--------------------|--------------------|
| Revenue | 156,826 | 1,727,469 | 22,868,414 | 131,264,901 | 424,234,033 |
| Operator Services | | | | | |
| Total Revenue | 156,826 | 1,727,469 | 22,868,414 | 131,264,901 | 424,234,033 |

| | | | | | |
|----------------------------|----------------|------------------|-------------------|--------------------|--------------------|
| Cost of Sales | 94,095 | 1,042,474 | 13,781,048 | 78,838,941 | 254,594,792 |
| Contract Labor | 21,524 | 280,818 | 3,445,282 | 19,709,235 | 63,648,698 |
| Material Costs | 3,137 | 8,850 | | | |
| Renting Costs | 4,705 | 52,124 | 689,052 | 3,541,487 | 13,729,240 |
| Processing Fees - LEC | 2,657 | 25,998 | 294,817 | 1,688,815 | 5,350,983 |
| Billing Fees | | | | | |
| Total Cost of Sales | 137,917 | 1,389,975 | 18,210,180 | 104,148,838 | 338,330,182 |
| Gross Profit | 29,909 | 337,493 | 4,758,324 | 27,248,063 | 87,693,471 |

| | | | | | |
|-------------------------------|----------------|----------------|------------------|-------------------|-------------------|
| Overhead Expenses | 5,300 | 7,400 | 28,000 | 50,000 | 60,000 |
| Advertising Expenses | 320 | 460 | 3,200 | 4,300 | 8,800 |
| Business Insurance | 7,941 | 86,073 | 1,168,421 | 6,598,745 | 21,216,233 |
| Bad Debt Expense | 400 | 3,400 | 11,867 | 15,500 | 16,000 |
| Depreciation Expense | 1,600 | 2,000 | 5,322 | 14,115 | 12,000 |
| Dues and Subscriptions | 400 | 600 | 8,720 | 9,780 | 6,780 |
| Equipment Lease | 4,000 | 4,600 | 8,720 | 5,500 | 28,745 |
| Insurance - Medical | 4,272 | 1,024 | 5,500 | 28,745 | 88,472 |
| Insurance - Workers Comp | 4,842 | 34,837 | 277,007 | 1,651,127 | 5,332,123 |
| Legal and Professional Exp | 1,400 | 1,200 | 2,000 | 36,000 | 38,000 |
| Marketing Expenses | 320 | 3,697 | 28,868 | 17,728 | 18,000 |
| Office Expenses | 320 | 55,800 | 55,800 | 55,800 | 55,860 |
| Printing/Courier | 20,800 | 2,860 | 30,739 | 287,295 | 859,310 |
| Telephone Expense | 300 | 630 | 6,510 | 10,800 | 10,800 |
| Rentless Expense | 24,000 | 38,000 | 46,637 | 135,000 | 140,000 |
| Salaries Officers | 11,000 | 8,722 | 318,287 | 1,072,400 | 3,422,400 |
| Salaries Staff | 11,000 | 8,722 | 49,571 | 160,000 | 457,600 |
| Travel | 4,000 | 6,000 | 43,759 | 80,000 | 80,000 |
| Total Overhead Expense | 104,925 | 303,379 | 2,490,718 | 12,628,283 | 39,217,897 |

| | | | | | |
|---------------------------------------|-----------------|-----------------|------------------|------------------|-------------------|
| Net Profit (Loss) Before Taxes | (78,017) | (71,886) | 2,268,515 | 14,621,779 | 48,716,914 |
| Income Taxes | | 734,622 | 4,971,405 | 18,594,151 | |
| Net Profit (Loss) After Taxes | (78,017) | (71,886) | 1,829,803 | 9,269,314 | 27,102,763 |

First Call USA

Projected Income Statement
For the Eight Months Ending December 31, 1988

| | Mar | June | July | Aug | Sept | Oct | Nov | Dec | Annual Total | |
|--------------------------------|----------|---------|---------|---------|---------|----------|----------|----------|--------------|---------|
| Revenue | 15,000 | 20,750 | 29,350 | 24,695 | 24,695 | 22,198 | 19,978 | 25,372 | 156,825 | 100.00% |
| Operator Services | 15,000 | 20,750 | 29,350 | 24,695 | 24,695 | 22,198 | 19,978 | 25,372 | 156,825 | |
| Total Revenue | 15,000 | 20,750 | 29,350 | 24,695 | 24,695 | 22,198 | 19,978 | 25,372 | 156,825 | |
| Cost of Sales | - | 9,000 | 12,150 | 17,618 | 14,799 | 13,319 | 11,907 | 15,222 | 84,905 | 60.00% |
| Commission | - | 2,250 | 3,038 | 4,404 | 3,702 | 3,323 | 2,982 | 3,752 | 24,552 | 15.00% |
| Historical Credits | - | 200 | 695 | 881 | 740 | 666 | 599 | 781 | 3,137 | 2.00% |
| Rating Credits | - | 242 | 329 | 476 | 402 | 332 | 298 | 378 | 4,725 | 3.00% |
| Processing Fees - LIC | - | - | - | - | - | - | - | - | 2,457 | 1.57% |
| Bring Fees | - | - | - | - | - | - | - | - | 1,000 | |
| Total Cost of Sales | - | 12,242 | 16,529 | 23,969 | 20,133 | 18,000 | 16,281 | 20,676 | 127,917 | 81.57% |
| Gross Profit | - | 2,758 | 3,211 | 5,596 | 4,511 | 4,128 | 3,697 | 4,696 | 28,908 | 18.43% |
| Overhead Expenses | 650 | 650 | 650 | 650 | 650 | 650 | 650 | 650 | 5,200 | 3.32% |
| Advertising Expenses | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 320 | 0.20% |
| Bad Checks | - | - | - | - | - | - | - | - | 741 | 0.47% |
| Bad Debt Expense | 750 | 1,013 | 1,468 | 1,233 | 1,110 | 1,110 | 679 | 87 | 7,411 | 4.73% |
| Depreciation Expense | - | 50 | 67 | 67 | 50 | 50 | 50 | 50 | 400 | 0.26% |
| Data and Subscriptions | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 1,600 | 1.02% |
| Insurance - Medical | 550 | 550 | 550 | 550 | 550 | 550 | 550 | 550 | 4,400 | 2.81% |
| Insurance - Workers Comp | 24 | 24 | 33 | 38 | 38 | 38 | 38 | 38 | 306 | 0.19% |
| Franchise Fees | 50 | 192 | 475 | 630 | 765 | 820 | 820 | 820 | 4,847 | 3.09% |
| Legal and Professional | 700 | 100 | 100 | 100 | 150 | 150 | 100 | 100 | 1,400 | 0.89% |
| Media/Entertainment Exp | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 320 | 0.20% |
| Office Services | 6,588 | 3,588 | 1,648 | 1,648 | 4,655 | 4,655 | 4,655 | 4,655 | 28,065 | 18.50% |
| Payroll/Overseer | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 320 | 0.20% |
| Printing/Overseer | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 320 | 0.20% |
| Real Estate Expense | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 | 24,000 | 15.30% |
| Salaries Officers | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 1,600 | 1.02% |
| Telephone Office | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 4,000 | 2.56% |
| Total Overhead Expenses | 13,021 | 10,313 | 11,634 | 12,242 | 12,145 | 15,053 | 15,062 | 15,437 | 104,925 | 66.91% |
| Net Profit (Loss) Before Taxes | (13,021) | (7,555) | (7,912) | (8,846) | (7,614) | (10,975) | (11,365) | (10,740) | (78,017) | -48.07% |
| Income Taxes | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00% |
| Net Profit (Loss) After Taxes | (13,021) | (7,555) | (7,912) | (8,846) | (7,614) | (10,975) | (11,365) | (10,740) | (78,017) | -48.47% |

ATTACHMENT IV

First Call USA, Incorporated

Proposed Tariff

SOUTH DAKOTA
INTEREXCHANGE TELECOMMUNICATIONS TARIFF
OF
FIRST CALL USA, INCORPORATED

This tariff contains the descriptions, regulations and rates applicable to the provision of interexchange telecommunications, including operator assisted services, by First Call USA, Incorporated within the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission and copies may be inspected, during normal business hours, at the Company's principal place of business.

Dated: August 24, 1998

Effective:

Issued by:

Brett R. Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

CHECK SHEET

This tariff contains the sheets listed below, each of which is effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original tariff.

| | | | | | |
|----|----------|---|----|----------|---|
| 1 | Original | * | 25 | Original | * |
| 2 | Original | * | 26 | Original | * |
| 3 | Original | * | 27 | Original | * |
| 4 | Original | * | 28 | Original | * |
| 5 | Original | * | 29 | Original | * |
| 6 | Original | * | 30 | Original | * |
| 7 | Original | * | 31 | Original | * |
| 8 | Original | * | 32 | Original | * |
| 9 | Original | * | 33 | Original | * |
| 10 | Original | * | 34 | Original | * |
| 11 | Original | * | 35 | Original | * |
| 12 | Original | * | 36 | Original | * |
| 13 | Original | * | 37 | Original | * |
| 14 | Original | * | 38 | Original | * |
| 15 | Original | * | 39 | Original | * |
| 16 | Original | * | 40 | Original | * |
| 17 | Original | * | 41 | Original | * |
| 18 | Original | * | 42 | Original | * |
| 19 | Original | * | | | |
| 20 | Original | * | | | |
| 21 | Original | * | | | |
| 22 | Original | * | | | |
| 23 | Original | * | | | |
| 24 | Original | * | | | |

* Indicates new or revised sheet with this filing

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Dated: August 24, 1998

Effective:

Issued by: Brett R. Kaye, President
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APPLICATION OF TARIFF

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate public telecommunications services furnished within the State of South Dakota by First Call USA, Incorporated subject to the jurisdiction of the South Dakota Public Utilities Commission.

Dated: August 24, 1998

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SYMBOLS

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

- C - To signify a changed listing, rule or condition which may affect rates or charges.
- D - To signify discontinued material, including a listing, rate, rule or condition.
- I - To signify an increase in rates or charges.
- L - To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- N - To signify new material, including a listing, rate, rule or condition.
- R - To signify a reduction in rates or charges.
- T - To signify a change in the wording of the text, but no change in rate, rule or condition.
- X - To signify a correction or reissued matter.

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TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the SDPUC. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).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 sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this tariff, particularly those for specialized common carrier communication channels furnished by the Company over its facilities are defined below:

Access - Access to First Call's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Aggregator - Any person, excluding local exchange carriers and cellular service providers, that, in the ordinary course of its operations, make telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. 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. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

Authorized User - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

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

Billed Party - The person or entity responsible for payment of the Company's Service(s): For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate an intrastate call. In the case of a Traveler Card call, Phone Home Card call or other credit card call (herein collectively the "Card"), the person or entity responsible for payment is the Customer of record of the Traveler Card, Phone Home Card or other valid and acceptable Card used. In the case of a collect or third party call, the person or entity responsible for payment is the person responsible for payment for local telephone service at the telephone number that agrees to accept charges for the call. In the case of a Room Charge Call, the entity responsible for payment is the Aggregator controlling the telephone used to originate the intrastate call. In all Operator Assisted calls not involving Cards, third party calls, collect calls or Room Charge calls, the person or entity responsible for payment is the Customer responsible for payment for local telephone services at the telephone used to originate the intrastate call.

Calling Card Call - A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a LEC or interexchange carrier calling card.

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 - The term "Channel" denotes 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.

Credit Card Call - A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a credit commercial card, such as Visa or MasterCard.

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

Customer - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

Customer - Provided Facilities - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

Direct Dialed Call - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

Equal Access - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United State v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

Equal Access Code - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

Exchange - The term "Exchange" denotes a unit established by the Local Exchange Carrier 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.

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

Intrastate Message Telecommunications Service ("MTS") - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed and operator assisted intrastate switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of South Dakota.

Local Exchange Carrier ("LEC") - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

Measured Charge - A charge assessed on a per minute or incremental basis in calculating a portion of the charges due for a completed call.

Operator Assisted Call - An intrastate telephone connection completed through the use of the Company's operator.

Operator Service Charge - A non-measured (fixed) charge that is added to a measured charge in calculating the total tariff charges due for a completed Operator Assisted call.

Operator Services - Any telecommunication service that includes, as a component, any automatic or live assistance to a Customer or its Authorized User to arrange for billing or completion, or both, of an intrastate interLATA telephone call through a method other than:

- (i) automatic completion with billing to the telephone from which the call originated;
or
- (ii) completion through an access code used by an Authorized User, with billing to an account previously established with the carrier by the Authorized User.

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

Operator Service Provider ("OSP") - Any person or entity that provides operator services by using either live or automated operator functions. When more than one entity is involved in processing an operator service call, the party billing the calls shall be considered the OSP. However, subscribers to customer-owned pay telephone service shall not be deemed to be an OSP.

Operator Station Calls - An Operator Assisted call wherein the person originating the call is assisted by an operator but does not specify a particular person, department or extension to be reached through a PBX attendant.

Other Common Carrier - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

Personal Identification Numbers (PINs) - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

Person-to-Person Calls - An Operator Assisted call which is placed under the stipulation that the caller will speak only to a specific called party, a specified extension or office to be reached through a PBX attendant. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party. The caller must arrange with the operator to make a person-to-person call; otherwise, all Operator Assisted calls will be treated as Operator Station calls.

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

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

Premise - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Presubscribed Provider of Operator Services - The intrastate provider of Operator Services to which the Authorized User is connected when the Authorized User places a call using a provider of operator services without dialing a special access code.

Provider of Operator Services - Any common carrier that provides operator services or any other person determined by the Federal Communications Commission and/or the South Dakota Public Utilities Commission to be providing operator services.

Real Time Rated - An intrastate call placed with the assistance of an operator, for which charges are collected by an Aggregator, normally a hotel or motel, may be a hospital, from the guest or occupant of the room from which the call originated. A call of this type requires that First Call communicate the call detail and charges back to the originating location following completion of the call. This service is provided only where authorized by the Aggregator. Calls of this type are rated according to the Real Time Rate Schedules herein.

SDPUC - South Dakota Public Utilities Commission.

Sent Paid Coin - Sent paid coin rates apply to calls placed from pay telephone stations and paid for by depositing coins at the pay telephone and are rated in real time. A call of this type requires First Call to communicate and collect the charges from the originating location.

Service - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

Special Access Service - All exchange access not utilizing telephone company end office switches. This service includes dedicated access that connects end user to end user, end user to carrier, or carrier to carrier and may include analog or digital channels for voice, data or video transmissions.

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

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

Third Party Calls - An Operator Assisted call for which charges are billed not to the originating number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

Service is offered to residential and business Customers of the Company to provide direct dialed and operator assisted calls originating and terminating partially or wholly within the State of South Dakota, using the Company's network configuration. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.2.2 First Call reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

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

2.2 Limitations, (Cont'd.)

- 2.2.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4** All services and facilities provided under this tariff are directly or indirectly controlled by First Call and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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

2.3 Use

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

2.4 Liabilities of Company

2.4.1 Except as stated in this section, 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 willful misconduct.

2.4.2 The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Liabilities of Company, (Cont'd.)**

- 2.4.3** First Call shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over First Call or the services provided hereunder, 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 or the acts of any party not directly under the control of the Company.
- 2.4.4** First Call 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 services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions stated above.
- 2.4.5** First Call 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, 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 services 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.

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

2.4 Liabilities of Company, (Cont'd.)

- 2.4.6** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.
- 2.4.7** Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

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

2.5 Deposits

The Company does not normally require deposits from customers, however deposits may be required of customers who do not meet the company's credit requirements, or for whom no credit history is available.

2.6 Advance Payments

The Company does not normally require advance payments from customers, however it reserves the right to collect an advance payment of one month's estimated charges. The advance payment is applied to the following month's bill for service.

2.7 Taxes

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate line items and are not included in the quoted rates, unless otherwise provided in Section 4 of this tariff.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Payment for Service****2.8.1 Billing and Credit Regulations**

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

2.8.2 Payment for Service

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for third party calls which are charged to a domestic telephone number will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by First Call or its intermediary with the applicable telephone company.
- (B) Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card-issuing company.
- (C) For Room Charge Calls (Time and Charges), when requested by the Authorized User, and authorized by the Aggregator, the charges will be provided to the Aggregator for inclusion on the hotel, motel, or hospital bill of the Authorized Users. In such cases, First Call will provide a record of the call detail and charges to the hotel, motel, or hospital for such billing purposes. The Aggregator is solely responsible for the collection of Room Charges from its guests, and remains liable to First Call for all Room Charge calls regardless of whether such charges are in fact collected from the Authorized User. Room charge calls are rated in accordance with the Real-Time Rate Table set forth in Section 4 herein.

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

2.8 Payment for Service, (Cont'd.)

2.8.2 Billing and Credit Regulations, (cont'd.)

- (D) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (E) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (F) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (G) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.
- (H) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least five calendar days before service is disconnected. The Company does not charge a late charge for unpaid bills.
- (I) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.

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

2.8 Payment for Service. (Cont'd.)

2.8.2 Billing and Credit Regulations, (cont'd.)

- (J) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- (K) First Call will not bill for unanswered calls in areas where Equal Access is available, nor will First Call knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, First Call will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (L) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.

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

2.9 Right to Backbill for Improper Use of the Company's Service

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, 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 actually made by Customer.

2.10 Billing Entity Conditions

When billing functions on behalf of First Call 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 Billed Party may contact First Call directly. If there is still a disagreement about the disputed amount after investigation and review by First Call or other service provider, the Billed Party has the option to pursue the matter with the appropriate state commission and/or the Federal Communications Commission.

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

2.11 Compliance with Regulatory Requirements

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the SDPUC.

2.12 Interconnection

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 for the provision of services offered herein.

2.13 Denial of Access or Disconnect of Service by the Company

The Company expressly retains the right to deny access or disconnect service without incurring any liability for any of the following reasons.

- 2.13.1** Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment and notice of intention to disconnect from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;
- 2.13.2** Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to First Call operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or

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

2.13 Denial of Access to Service by the Company, con't

2.13.3 The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or

2.13.4 Failure to pay a previously owed bill by the same Customer at another location.

2.14 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 2.13, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

2.15 Reinstatement of Service

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstatement of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstated (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

Dated: August 24, 1998

Effective:

Issued by: Brett R. Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

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

2.16 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service are limited the initial minimum period charge incurred to re-establish the interrupted call.

2.17 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

2.18 "800" Numbers

First Call will make every effort to reserve "vanity" 800 numbers on the Customer's behalf, but makes no warranty or guarantee that the "vanity" number(s) will be available for use by the Customer.

If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800 service to another carrier (i.e. "porting" of the 800 number), including a request for a Responsible Organization (Resp Org) change, until such charges are paid in full.

2.19 Promotional Offerings

2.19.1 The Company may from time to time waive or vary charges for promotional, market research or other similar business purposes. The varying charges will not exceed those in this tariff for the same services.

2.19.2 The Company will provide thirty (30) days notification to the Commission of the availability and duration of such offers.

2.19.3 Special offerings will not exceed a period of ninety (90) days.

Dated: August 24, 1998

Effective:

Issued by: Brett R. Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

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

2.20 Responsibilities of Aggregators

In addition to the responsibilities of Aggregators in their capacities as Subscribers, Aggregators must also adhere to the following requirements:

2.20.1 Aggregators must post on the telephone instrument, in plain view of Authorized Users,

- (i) The name, address, and toll-free telephone number of the provider of operator services; and
- (ii) A written disclosure that the rates for all operator-assisted calls are available on request, and that Authorized Users have a right to obtain access to the intrastate common carrier of their choice and may contact their preferred intrastate common carriers for information on accessing that carrier's service using that telephone; and
- (iii) The name and address of the enforcement division the Federal Communications Commission, to which the Authorized User may direct complaints regarding Operator Services.
- (iv) Any other information required by state or federal regulatory agencies or law.

2.20.2 Aggregators must ensure that each of its telephones presubscribed to a provider of operator services allows the Authorized User to use "800" and "950" access code numbers to obtain access to the provider of operator services desired by the Authorized User.

2.20.3 First Call shall withhold payment (on a location-by-location basis) of any compensation, including commissions, to Aggregators if First Call reasonably believes that the Aggregator (i) is blocking access by means of "950" or "800" numbers to intrastate common carriers in violation of The Telephone Consumer Protection Act of 1990 paragraph 3.4.1.B.; or (ii) is blocking access to equal access codes in violation of rules the Federal Communication Commission and/or the state Commission may prescribe.

Dated: August 24, 1998

Effective:

Issued by: Brett R. Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

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

2.21 Responsibilities of the Subscriber

- 2.21.1** The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 2.21.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by First Call on the Subscriber's behalf.
- 2.21.3** If required for the provision of First Call's Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to First Call.
- 2.21.4** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and First Call when required for First Call personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of First Call's Services.
- 2.21.5** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with First Call's facilities or services, that the signals emitted into First Call's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.

Dated: August 24, 1998

Effective:

Issued by:

Brett R. Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

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

2.21 Responsibilities of the Subscriber, (Cont'd.)

- 2.21.6** If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to First Call's equipment, personnel, or the quality of Service to other Subscribers or Customers, First Call may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, First Call may, upon written notification, terminate the Subscriber's service.
- 2.21.7** The Subscriber must pay First Call for replacement or repair of damage to the equipment or facilities of First Call caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.
- 2.21.8** The Subscriber must pay for the loss through theft or fire of any of First Call's equipment installed at Subscriber's premises.

Dated: August 24, 1998

Effective:

Issued by: Brett R. Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

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

2.22 Responsibilities of Authorized Users

- 2.22.1** The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.
- 2.22.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.22.3** The Authorized User is responsible for providing First Call with a valid method of billing for each call. First Call reserves the right to validate the credit worthiness of users through available credit card, calling 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 First Call may refuse to place the call.

Dated: August 24, 1998

Effective:

Issued by: Brett R. Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

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

2.23 Customer Inquiries or Complaints

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

First Call USA, Incorporated
5030 Champion Blvd., Suite 6403
Boca Raton, FL 33496
(888) 836-6387

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

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

Dated: August 24, 1998

Effective:

Issued by: Brett R. Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 3 - DESCRIPTION OF SERVICE

3.1 General

First Call USA, Incorporated offers outbound long distance, operator assisted, in-bound 800 and travel card services to its customers. Rates for these services vary by product. All First Call services are available 24 hours a day, seven days a week.

First Call's Operator Assisted Service is provided for use by presubscribed Customers as well as transient Customers at host or Subscriber locations. Services arranged for the use of the transient public are subject to restrictions imposed by the South Dakota Public Utilities Commission and the Federal Communications Commission.

Dated: August 24, 1998

Effective:

Issued by:

Brett R. Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

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

3.2 Determination of Call Duration and Timing of Calls

- 3.2.1 For Direct Dialed and Operator Station Calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console. For Person-to-Person calls chargeable time begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- 3.2.2 Chargeable time ends when the connection is terminated.
- 3.2.3 Chargeable time does not include the time lost because of known faults or defects in the service.
- 3.2.4 The initial and additional timing periods for billing purposes vary by product and are specified in Section 4 of this tariff.
- 3.2.5 The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, First Call will reasonably issue credit for the call.

Dated: August 24, 1998

Effective:

Issued by: Brett R. Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

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

3.3 Time of Day Rate Periods

For time of day sensitive services, the appropriate rates apply for day, evening and night/weekend calls based on the following chart:

| | MON | TUES | WED | THUR | FRI | SAT | SUN |
|---------------------------|---------------------------|------|-----|------|-----|-----|-----|
| 8:00 AM TO 4:59 PM | DAYTIME RATE PERIOD | | | | | | |
| 5:00 PM TO 10:59 PM | EVENING RATE PERIOD | | | | | EVE | |
| 11:00 PM TO 7:59 AM | NIGHT/WEEKEND RATE PERIOD | | | | | | |

- 3.3.1 Day, Evening, and Night/Weekend times are determined by the local time of the location of the calling service point. Chargeable time for a rate period (e.g. 8AM-5PM) begins with the first stated hour (8AM) and continues to, but does not include, the second stated hour (5PM). The rate applicable at the start of chargeable time at the calling station applies to the call during the duration of the call that is applicable to that time period. If a call begins in one discount period and ends in another, the initial period discount applied is the discount in effect at the time the call is established. The charge for each additional minute of usage is the additional minute billing rate of the rate period in which the beginning of each minute occurs.

Dated: August 24, 1998

Effective:

Issued by: Brett R. Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.3 Time of Day Rate Periods, (Cont'd.)**

- 3.3.2** The time when connection is established is determined in accordance with the time - standard or daylight savings - legally or commonly in use at the location of the calling service point and determines whether Day, Evening, Night or Weekend rates apply. This rule applies whether the message is sent paid or collect and is applicable to direct dialed and operator assisted calls.
- 3.3.3** The Evening rate applies to the holidays listed below unless a lower rate period is in effect.

| | | |
|-------------------|----------------------|-------------------|
| New Year's Day ** | Independence Day ** | Labor Day |
| Thanksgiving Day | Christmas Day ** | President's Day * |
| Memorial Day * | Martin L. King Day * | Columbus Day * |
| Veterans Day ** | | |

* = Applies to Federally recognized days only.

** = If the holiday falls on a Sunday, the holiday rates are applied to the following Monday. If the holiday falls on a Saturday, the holiday rates are applied to the preceding Friday.

Dated: August 24, 1998

Effective:

Issued by: Brett R. Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.4 Calculation of Distance**

For services which are distance sensitive, usage charges are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

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

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

Formula:

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

Dated: August 24, 1998

Effective:

Issued by: Brett R. Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.5 First Call Long Distance Service Offerings**

Service is offered for telecommunications between points within the state of South Dakota. Service is available twenty-four hours per day, seven days per week, unless otherwise indicated.

3.5.1 Operator Services

Operator Service provides direct dial and operator assisted calling services. Calls originate over switched access facilities. Customer must dial "1+ destination telephone number" for direct dial calls or "0+ destination number" for operator assisted calls.

For operator service calls, one of the following per-call service charges applies:

(A) Customer Dialed Credit/Calling Card Charge

This charge applies in addition to usage charges for calls billed to a Commercial Credit Card or Calling Card when the Customer dials all of the digits required to route and bill the call.

(B) Operator Station Charge

This charge applies in addition to usage charges for calls placed with operator assistance, other than Customer Dialed Credit/Calling Card and Person to Person calls.

(C) Person to Person Charge

This charge applies in addition to usage charges for calls placed to a particular party at the destination number. Charges do not apply unless the specified party or an acceptable substitute is available. Calls may be billed to a third number, credit/calling card, or the called party (collect).

Dated: August 24, 1998

Effective:

Issued by:

Brett R. Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

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

3.5 First Call Long Distance Service Offerings

3.5.1 Operator Service, (Cont'd.)

(D) Operator Dialed Service Charge

This charge applies in addition to usage and per call service charges for calls when the Customer has the capability of dialing all the digits necessary to complete the call, but elects to have the operator dial the called station. The service charge does not apply to calls when operator dialing is due to technical problems with dialing or for calls placed on behalf of a handicapped person unable to dial the call.

Dated: August 24, 1998

Effective:

Issued by:

Brett R. Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 4 - RATES

4.1 General

Each Customer is charged individually for each call placed through the Company. Charges are computed on an airline mileage basis as described in Section 3 of this tariff. Duration of each call is measured as described in Section 3.

Switched services rates may vary by product, call type, mileage, time of day and day of week. Usage charges apply to all calls and are based on the duration of the call. Operator service charges apply on a per-call basis based on the type of call made.

Dated: August 24, 1998

Effective:

Issued by:

Brett R. Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 4 - RATES, (CONT'D.)

4.2 Operator Service

Per Minute Usage Charges:

| Mileage Band | Day | | Evening | | Night/Weekend | |
|--------------|------------|--------------|------------|--------------|---------------|--------------|
| | 1st Minute | Add'l Minute | 1st Minute | Add'l Minute | 1st Minute | Add'l Minute |
| 0-10 | \$0.3000 | \$0.1800 | \$0.2400 | \$0.1440 | \$0.1800 | \$0.1080 |
| 11-16 | 0.3800 | 0.2000 | 0.3040 | 0.1600 | 0.2280 | 0.1200 |
| 17-22 | 0.3900 | 0.2200 | 0.3120 | 0.1760 | 0.2340 | 0.1320 |
| 23-30 | 0.4300 | 0.2400 | 0.3440 | 0.1920 | 0.2580 | 0.1440 |
| 31-40 | 0.4500 | 0.2600 | 0.3600 | 0.2080 | 0.2700 | 0.1560 |
| 41-55 | 0.4800 | 0.2900 | 0.3840 | 0.2320 | 0.2880 | 0.1740 |
| 56-85 | 0.5100 | 0.3200 | 0.4080 | 0.2560 | 0.3060 | 0.1920 |
| 86-124 | 0.5300 | 0.3400 | 0.4240 | 0.2720 | 0.3180 | 0.2040 |
| 125-244 | 0.5400 | 0.3600 | 0.4320 | 0.2880 | 0.3240 | 0.2160 |
| 245 + | 0.5500 | 0.3800 | 0.4400 | 0.3040 | 0.3300 | 0.2280 |

Dated: August 24, 1998

Effective:

Issued by:

Brett R. Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 4 - RATES, (CONT'D.)**4.2 Operator Services, (Cont'd.)**Per Call Service Charges:

| | |
|---------------------------------------|--------|
| Customer Dialed Calling Card Station: | \$1.05 |
| Operator Dialed Calling Card Station: | \$2.10 |
| Operator Station | |
| Collect: | \$2.10 |
| Billed to Third Party: | \$2.17 |
| Sent Paid Non Coin: | \$2.10 |
| Person to Person: | \$4.50 |
| Operator Dialed Surcharge: | \$1.00 |

Dated: August 24, 1998

Effective:

Issued by: Brett R. Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 4 - RATES, (CONT'D.)

4.3 Directory Assistance

Rate Per Call: \$0.65

Dated: August 24, 1998

Effective:

Issued by: Brett R. Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

Dated: August 24, 1998

Effective:

Issued by: Brett R. Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

ATTACHMENT V

First Call USA, Incorporated

Cost Support Data

First Call USA, Incorporated

Cost Data

AVERAGE PER CALL REVENUE: \$3.77

(Collect Call, Including Surcharge)

COST PER CALL:

Transmission \$1.00

Billing/Collection \$1.40

Administrative Overhead \$0.10

Bad Debt Allowance \$0.08

Total Cost \$2.58

=====
Gross Margin: \$1.19

GROSS MARGIN PER CALL: 31.5%

TECHNOLOGIES MANAGEMENT, INC.

P.O. BOX 200
210 N. PARK AVE
WINTER PARK, FL 32789-0200
(407) 740-8578

BARNETT BANK, N.A.
WINTER PARK, FL 32789
63-319931

20704

8/20/98

PAY TO THE ORDER OF South Dakota Public Service Comm

S **250.00

Two Hundred Fifty and 00/100

South Dakota Public Service Comm.
State Capitol
Pierre, SD 57501-5070

DOLLARS
Security features
inside
back of check

MEMO Application Fee for ~~XXXXXXXXXX~~ First Call USA

TECHNOLOGIES MANAGEMENT, INC.

⑈020704⑈ ⑆063603193⑆ 2830066505⑈

TECHNOLOGIES MANAGEMENT, INC.

South Dakota Public Service Comm.
08/20/98

Bill #First Call

8/20/98

20704

250.00

TC 98-145

Call operating

Application Fee for ~~XXXXXXXXXX~~ First Call USA

250.00

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of August 14, 1998 through August 26, 1998

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this filing. Phone: 605-773-3705 Fax: 605-773-3809

TELECOMMUNICATIONS

TC98-145 In the Matter of the Application of First Call USA, Incorporated for a Certificate of Authority to Provide Telecommunications Services in South Dakota

Application by First Call USA, Incorporated for a Certificate of Authority to provide intrastate telecommunications services in the State of South Dakota. First Call's propose is to provide intrastate telecommunications services including long distance, operator assisted, in-bound 800 and travel card services within the geographic borders of the State of South Dakota."

Staff Attorney: Camron Hoseck
Consumer Representative: Kylie Tracy
Date Filed: 08/25/98
Intervention Deadline: 09/11/98

TC98-146 In the Matter of the Filing by GCC License Corporation for Designation as an Eligible Telecommunications Carrier

GCC License Corporation, d/b/a Cellular One, is requesting the Commission designate it as an Eligible Telecommunications Company, as that term is used in 47 U.S.C. 214(e)(2), for all of the counties in South Dakota

Staff Attorney: Camron Hoseck
Intern Analyst: Harlan Best
Date Filed: 08/25/98
Intervention Deadline: 09/11/98

You may receive this listing and other PUC publications via our website or via internet e-mail. You may subscribe to the PUC mailing list at <http://www.state.sd.us/state/executive/puc/puc.htm>



October 26, 1998
Overnight Delivery

RECEIVED

OCT 27 1998

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

210 N. Park Ave.
Winter Park, FL
32789

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

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

**Re: Data request response of First Call USA, Incorporated
SD PUC Docket TC 98-145**

Tel: 407-740-8575
Fax: 407-740-0613
tmr@tmcc.com

Dear Mr. Bullard:

Enclosed for filing are the original and ten (10) copies of the above mentioned data request response of First Call USA.

Please return, date-stamped, the extra copy of this cover letter in the enclosed self-addressed stamped envelope provided for this purpose.

Any questions you may have regarding the above filing should be directed to me at (407) 740-8575.

Sincerely,

Thomas M. Forte
Consultant for First Call USA, Incorporated

Enclosure

cc: B. Kaye - First Call USA, Incorporated
file: First Call - SD
TMX: SDO9800a

FIRST CALL USA, INCORPORATED
Docket TC 98-145

1. Please provide the address of the company's current registered agent in South Dakota.

First Call will utilize C T Corporation System as its registered agent in South Dakota. C T Corporation System can be reached at:

C T Corporation System
319 S. Coteau Street
Pierre, South Dakota 57501
Telephone: (605) 224-5826

2. Due to the statutory responsibility of the Commission to determine financial fitness of an applicant, the SD PUC has in the past restricted applicants with unknown or marginal operating results from offering prepaid calling cards or collections deposits and advance payments. The restrictions are placed in the order granting authority and the applicant is free to apply to remove the restrictions once operating results improve or become known. Is the company open to these restrictions being placed on them from offering prepaid calling cards or collection deposits and advance payments?

First Call is open to the Commission placing these restrictions on them in the order granting authority. The company realizes that it must apply with the Commission to remove said restrictions in the future should they wish to.

3. Please provide the qualifications for the company's marketing sales personnel and enclose copies of any company brochure that will be used to assist in the sale of services.

First Call will not be doing any telemarketing or direct sales to customers. The company will initially provide operator services from hotel, motel and payphone locations through a contractual agreement with these location owners. In most cases, the company already has a agreement with the location owners to provide similar type services to locations outside of South Dakota operated by the same owners.

FIRST CALL USA, INCORPORATED

Docket TC 98-145

4. First Call's tariff at 2.4.1, 2.4.2 and 2.4.7 attempts to limit liability of the company. Under South Dakota law, specifically, SDCL 49-31-1 and 49-31-1.1, a person has the right to claim damages from a telecommunications company either before the Commission or a court of competent jurisdiction. Before bringing this application before the Commission for consideration, is your client willing to voluntarily rescind these tariff provisions?

Attachment A to this response contains revised tariff pages rescinding these tariff subsections.

FIRST CALL USA, INCORPORATED
Docket TC 98-145

Revised Tariff Pages

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

2.3 Use

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

Dated: August 24, 1998

Effective:

Issued by:

Brett R. Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

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

2.4 Liabilities of Company

- 2.4.1** First Call shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over First Call or the services provided hereunder; 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 or the acts of any party not directly under the control of the Company.
- 2.4.2** First Call 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 services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions stated above.
- 2.4.3** First Call 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, 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 services 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.

Dated: August 24, 1998

Effective:

Issued by: Brett R. Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

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

2.4 Liabilities of Company, (Cont'd.)

- 2.4.4** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.

Dated: August 24, 1998

Effective:

Issued by: Brett R. Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

| | |
|---------------------------------------|----------------|
| IN THE MATTER OF THE APPLICATION OF) | ORDER GRANTING |
| FIRST CALL USA, INCORPORATED FOR A) | CERTIFICATE OF |
| CERTIFICATE OF AUTHORITY TO PROVIDE) | AUTHORITY |
| TELECOMMUNICATIONS SERVICES IN) | |
| SOUTH DAKOTA) | TC98-145 |

On August 24, 1998, 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 First Call USA, Incorporated (First Call).

First Call proposes to offer long distance voice telecommunications services over remote transmission facilities throughout South Dakota. It will provide outbound service and access to directory assistance. A proposed tariff was filed by First Call. The Commission has classified long distance service as fully competitive.

On August 26, 1998, the Commission electronically transmitted notice of the filing and the intervention deadline of September 11, 1998, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled November 3, 1998, meeting, the Commission considered First Call's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that First Call 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 First Call has met the legal requirements established for the granting of a certificate of authority. First Call 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 First Call's application for a certificate of authority, subject to the condition that First Call 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 First Call's application for a certificate of authority is hereby granted, subject to the condition that First Call not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. It is

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

Dated at Pierre, South Dakota, this 9th day of November, 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 Melaine Keefe

Date 11/10/98

(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 November 3, 1998
Docket No. TC98-145

This is to certify that

FIRST CALL USA, INCORPORATED

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 9th day of November, 1998.

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION:



James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner