

TCCO0-200

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TC00-200

DOCKET NO. _____

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

Public Utilities Commission of the State of South Dakota

DATE

MEMORANDA

12/11/00 Filed and Docketed;
12/15/00 Public Filings;
3/21/01 Revised Tariff Pages;
4/13/01 Revised Tariff Pages;
4/26/01 Order Granting COA;
4/27/01 Docket Closed.

TC00-200
ORIGINAL

ShawPittman

Attorneys at Law

Colette M. Capretz
(202) 663-8088
colette.capretz@shawpittman.com

December 8, 2000

RECEIVED

DEC 11 2000

Via Federal Express

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

William Bullard, Jr.
Executive Director
Public Utilities Commission of South Dakota
300 East Capitol Street
Pierre, SD 57501

**Re: Application of Access One, Inc. for Certification as a Reseller of
Interexchange Telecommunications Services in the State of South Dakota**

Dear Mr. Bullard:

Enclosed for filing on behalf of Access One, Inc., please find an original and ten copies of its Application for Certification as a Reseller of Interexchange Telecommunications Services in the State of South Dakota. This application includes a copy of Access One, Inc.'s proposed tariff as well as a check made payable to the South Dakota Public Utilities Commission in the amount of \$250.00 to cover the requisite filing fee.

The financial information that is required to be filed as part of this application is being submitted confidentially under seal.

Please date-stamp the enclosed extra copy of this filing and return it to the undersigned in the self-addressed, stamped envelope provided. Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,



Colette M. Capretz
Counsel for Access One, Inc.

CMC:rw
Enclosures

cc Mr. Lance C. Honca
Mr. Mark A. Jozwiak
Ms. Maureen Wirth

Washington, DC
Northern Virginia
New York
Los Angeles
London

TC00-200

RECEIVED

DEC 11 2000

BEFORE THE
STATE OF SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

In the Matter of the Application of)
Access One, Inc. for Certification)
as a Reseller of Interexchange Telecommunications)
Services in the State of South Dakota.)
)

File No. _____

Access One, Inc. ("Applicant"). pursuant to the Commission's Rules and Regulations and in support of its application for certification as a reseller of interexchange telecommunications services in the State of South Dakota, hereby submits the following information:

1. Name, address and telephone/fax numbers of Applicant

Access One, Inc.
125 N. Halsted Street, 4th Floor
Chicago, Illinois 60661
(312) 441-1000 (phone)
(312) 441-1010 (fax)

Applicant will not have any offices in the State of South Dakota.

2. Name under which the applicant will provide services

Same as above.

3. Corporate information

a. Applicant was incorporated in the State of Illinois on June 30, 1993. Attached as Exhibit A are copies of Applicant's Certificate of Incorporation and Certificate of Authority to transact business in South Dakota.

b. Location of Applicant's principal office in the state and registered agent name, address and telephone/fax number _____

Applicant does not have an office in South Dakota. The name, address, and telephone/fax numbers of Applicant's registered agent are as follows:

CT Corporation System
 319 S. Coteau Street
 Pierre, SD 57501
 (605) 224-5826 (phone)
 (605) 224-7102 (fax)

- c. Entities or individuals having a 20 percent or greater ownership or management interest _____

Name	Officer	Director
Lance C. Honea 2620 North Clybourn Avenue, #103 Chicago, IL 60614	CEO/ Secretary	Yes
Brian K. Barkley 2520 North Ashland Avenue Chicago, IL 60614	President/ Treasurer	Yes
Mark A. Jozwiak 925 West Huron Street, #513 Chicago, IL 60622	Vice Pres.	Yes

The above-listed are Applicant's sole shareholders, each of whom holds 33.3% of the outstanding common voting stock of the company.

- d. Subsidiaries owned or controlled by Applicant

Applicant does not own or control any subsidiaries.

4. Partnership information

Applicant is not a partnership.

5. Description of services offered

Applicant requests authority to provide the following resold interexchange services:

Intrastate Switched (Message) Telecommunications Service - Intrastate Switched Telecommunications Service consists of the furnishing of switched message telephone service between points within the state. Service is provided on both an intralATA and interLATA basis. Service will be available twenty-four hours a day, seven days a week. Calls are billed in six-second increments. Billing will be rounded to the nearest penny for each call.

Intrastate Dedicated Telecommunications Service - Intrastate Dedicated Telecommunications Service consists of the furnishing of intrastate telecommunications services to or from a specific location featuring the use of dedicated special access type connection(s). Service is provided on both an intraLATA and interLATA basis. Service is available twenty-four hours a day, seven days a week. Calls are billed in six-second increments. Billing will rounded to the nearest penny for each call.

Toll Free Service - Toll Free Service is an usage-based service where calls are dialed with a specific prefix (800 or 888) and paid for by the subscriber of the service rather than the calling party. The Customer is responsible for all charges for use of the Carrier network arising from calls placed to the Customer's toll free number. Toll Free Service is provided only where facilities and billing capabilities permit. Calls are billed in six second increments. Billing will be rounded to the nearest penny.

Calling Card Service - Calling Card Service allows a Customer to have a call billed to his or her specific calling card rather than to the phone line from which the call is originated. Calling Card Service is provided only where facilities and billing capabilities permit. Calls are billed in one-minute increments. Billing will be rounded to the nearest penny for each call.

Directory Assistance Service - Directory Assistance Service is available to Customers who dial 1+ (NPA) +555-1212 from lines presubscribed to the Applicant. Up to two requests made be made on each call to Directory Assistance. Directory Assistance Service is provided only where facilities and billing capabilities permit.

6. Means by which Applicant will provide its service

As a reseller of interexchange services, Applicant will not own, control, operate, or manage facilities in South Dakota. As such, Applicant will lease transmission facilities from other long distance carriers and will rely on the technical expertise and equipment of the underlying carrier.

7. Service area

Applicant intends to resell interexchange services throughout the State of South Dakota.

Applicant possesses the financial resources needed to provide the proposed services in South Dakota. Attached as Exhibit B are Applicant's most recent financial statements.

Applicant is a small privately-held company and does not issue annual or stockholder reports.

9. Proposed Tariff

Attached as Exhibit C is a copy of Applicant's proposed tariff.

10. Customer service and regulatory contact

Mark A. Jozwiak, Vice President
Access One, Inc.
125 N. Halsted Street, 4th Floor
Chicago, Illinois 60661
(312) 441-1000 (phone)
(800) 804-8333 or (877) 222-3776 (toll-free)
(312) 441-1010 (fax)

Complaints concerning the charges, practices, facilities, or services of Applicant will be promptly and thoroughly investigated. Such complaints and inquiries are generally resolved within 30 days. Customers may inquire about their bills by writing to Applicant's business address or by calling during normal business hours Applicant's toll-free numbers, (800) 804-8333 or (877) 222-3776. Applicant will keep a record of each complaint, the date and nature of the complaint, its disposition, and all other pertinent facts concerning the complaint, which will enable Applicant to review and analyze its procedures and actions. The records maintained by Applicant will be available for inspection by the South Dakota Public Utilities Commission or its staff upon request. Within 30 days of the receipt of a written complaint, Applicant will provide written notice to the customer of the status of the complaint.

Payment will be due upon receipt of the monthly statement. The Customer shall have at least 30 days from the rendition of the bill to pay the charges as specified in Customer agreement. If payment is not received by Carrier within that time period, the Customer's account will be considered delinquent. Additionally, a nonrecurring 1.5 percent per month penalty fee (unless a lower rate is prescribed by law in which event at the highest rate allowable by law) will be assessed upon any unpaid amount commencing 30 days after rendition of the bill. Service may be denied or discontinued at Applicant's discretion for nonpayment of amounts past the due date. Applicant does not plan to collect deposits from its customers.

10. Other jurisdictions in which Applicant is registered or certified to do business

Applicant is authorized by registration, certification or (where appropriate) on a deregulated basis, to provide interexchange service in the following states: Alabama, Arizona, Arkansas, California, Colorado, Delaware, District of Columbia, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maryland, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Jersey, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, South Carolina, Tennessee, Texas, Utah, Virginia, Washington, and Wisconsin. Applicant will also be seeking authority to provide long distance services in the remaining 48 contiguous states. Applicant has not been denied authority to provide telecommunications services in any state.

11. Marketing strategy


Applicant sells its services through a variety of methods, including a dedicated, in-house sales force and independent sales agents. Applicant does not engage in multilevel marketing. All sales agents are familiar with the companies' policies and procedures for soliciting and procuring new customers. It is the policy of Applicant that all sales agents must complete a service agreement for each new customer. Applicant will not switch a customer until it has both

received a service agreement which has been executed by the customer and verified by telephone that the customer desires to be switched to Applicant's services. Attached as Exhibit D are copies of brochures used by Applicant in the sale of its services, and attached as Exhibit E are the managerial and marketing qualifications of Applicant's key principals.

12. Conclusion

As demonstrated in this application, Applicant is qualified to provide resold interexchange telecommunications services in South Dakota. Wherefore, Access One, Inc. respectfully requests that this application be expeditiously granted.

Respectfully submitted,
Access One, Inc.


By: Glenn S. Richards, Esq.
Colette M. Capretz, Esq.

Its Attorneys

SHAW PITTMAN
2300 N Street, N.W.
Washington, D.C. 20037
(202) 454-7016

Dated: 12/7/00

EXHIBIT LIST

- | | |
|-----------|--|
| EXHIBIT A | Certificate of Incorporation
and Certificate of Authority |
| EXHIBIT B | Financial Statements |
| EXHIBIT C | Proposed Tariff |
| EXHIBIT D | Sales Brochures |
| EXHIBIT E | Managerial and Marketing Qualifications |

Access One, Inc.

EXHIBIT A
CERTIFICATE OF INCORPORATION
AND
CERTIFICATE OF AUTHORITY

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

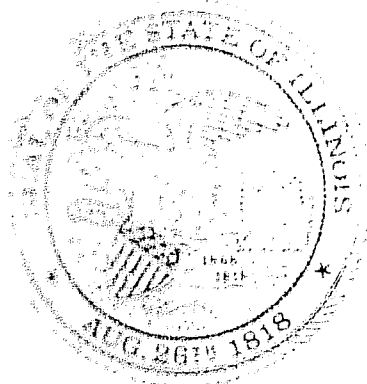


To all to whom these Presents Shall Come, Greeting:

I, George H. Ryan, Secretary of State of the State of Illinois,

do hereby certify that ACCESS ONE, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE JUNE 30, 1993, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE FILING OF ANNUAL REPORTS AND PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS*****

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois this* _____ **1ST**
day of _____ **APRIL** _____ *A.D., 19* **98**



George H Ryan
SECRETARY OF STATE



Whereas, ARTICLES OF INCORPORATION OF
ACCESS ONE, INC.
INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, George H. Ryan, Secretary of State of the
State of Illinois, by virtue of the powers vested in me by law, do
hereby issue this certificate and attach hereto a copy of the
Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to
be affixed the Great Seal of the State of Illinois,
at the City of Springfield, this 30TH
day of JUNE A.D. 19 93 and
of the Independence of the United States
the two hundred and 17TH



George H. Ryan
SECRETARY OF STATE

NEXT

DOCUMENT (S)

BEST IMAGE

POSSIBLE

Form **BCA-2.10**

ARTICLES OF INCORPORATION

(Rev. Jan. 1991)

George H. Ryan
Secretary of State
Department of Business Services
Springfield, IL 62756

FILED

JUN 30 1993

GEORGE H. RYAN
SECRETARY OF STATE

SUBMIT IN DUPLICATE

This space for use by
Secretary of State

Date 6-30-93
Franchise Tax \$
Filing Fee \$ 25
Approved: 75
100

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

1. CORPORATE NAME: ACCESS ONE, INC.

(The corporate name must contain the word "corporation", "company", "incorporated", "limited" or an abbreviation thereof.)

2. Initial Registered Agent: Kimberly L. McCool
First Name Middle Initial Last Name
Initial Registered Office: 29 South LaSalle Street 460
Number Street Suite #
Chicago 60603
City Zip Code Cook
County

3. Purpose or purposes for which the corporation is organized:
(If not sufficient space to cover this point, add one or more sheets of this size.)
The transaction of any or all lawful business for which corporations may be incorporated under the Business Corporation Act of Illinois.

4. Paragraph 1: Authorized Shares, Issued Shares and Consideration Received:

Class	Par Value per Share	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
Common	\$ 0.00	10,000	1,000.00	\$ 1,000.00

Paragraph 2: The preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of each class are:
(If not sufficient space to cover this point, add one or more sheets of this size.)

EXPEDITED

JUN 30 1993

SECRETARY OF STATE

(over)

- (a) Number of directors constituting the initial board of directors of the corporation: _____
(b) Names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualify:

Name	Residential Address

8. OPTIONAL: (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ _____
(b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____
(c) It is estimated that the gross amount of business that will be transacted by the corporation during the following year will be: \$ _____
(d) It is estimated that the gross amount of business that will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

9. OPTIONAL: OTHER PROVISIONS

Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing preemptive rights, denying cumulative voting, regulating internal affairs, voting majority requirements, fixing a duration other than perpetual, etc.

10. NAME(S) & ADDRESS(ES) OF INCORPORATOR(S)

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated June 29, 1993

Signature and Name	Address
 Kimberly L. McCool (Type or Print Name)	1. 29 South LaSalle Street, #450 Street Chicago Illinois 60603 City/Town State Zip Code
Signature (Type or Print Name)	2. Street City/Town State Zip Code
Signature (Type or Print Name)	3. Street City/Town State Zip Code

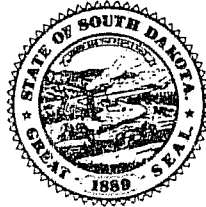
(Signatures must be in ink on original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)
NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its president or vice president and verified by him, and attested by its secretary or assistant secretary.

FEE SCHEDULE

- The initial franchise tax is assessed at the rate of 15/100 of 1 percent (\$1.50 per \$1,000) on the paid-in capital represented in this state, with a minimum of \$25.
- The filing fee is \$75.
- The minimum total due (franchise tax + filing fee) is \$100.
(Applies when the Consideration to be Received as set forth in Item 4 does not exceed \$16,667)
- The Department of Business Services in Springfield will provide assistance in calculating the total fees if necessary.

Illinois Secretary of State
Department of Business Services
Springfield, IL 62758
Telephone (217) 782-9522
782-9523

State of South Dakota



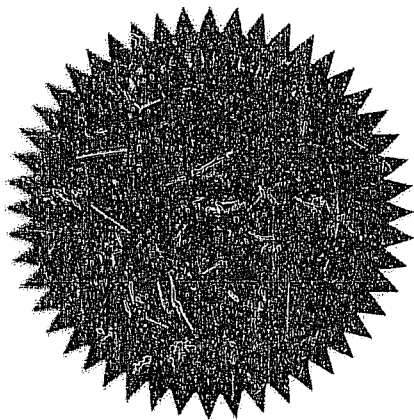
OFFICE OF THE SECRETARY OF STATE

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 **ACCESS ONE, INC. (IL)** 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this August 30, 2000.



Joyce Hazeltine
Secretary of State

Access One, Inc.

EXHIBIT B
FINANCIAL STATEMENTS

[This information is being filed under seal. Proprietary and confidential treatment has been requested.]

Access One, Inc.

EXHIBIT C
PROPOSED TARIFF

TITLE SHEET

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO INTEREXCHANGE SERVICES
WITHIN THE STATE OF SOUTH DAKOTA

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Access One, Inc. with principal offices at 125 N. Halsted Street, 4th Floor, Chicago, Illinois 60661. This Tariff applies to services furnished 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 Carrier's principal place of business.

Issued:

Effective:

By:
Mark A. Jozwiak
Vice President
Access One, Inc.
125 N. Halsted Street, 4th Floor
Chicago, Illinois 60661
(312) 441-1000

INTEREXCHANGE SERVICES TARIFF

CHECK SHEET

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

PAGE	NUMBER OF REVISION (except as indicated)	EFFECTIVE DATE
1	Original	
2	Original	
3	Original	
4	Original	
5	Original	
6	Original	
7	Original	
8	Original	
9	Original	
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19	Original	
20	Original	

10001

By:
Mark A. Jozwiak
Vice President
Access One, Inc.
125 N. Halsted Street, 4th Floor
Chicago, Illinois 60661
(312) 441-1000

Effective:

INTEREXCHANGE SERVICES TARIFF

TABLE OF CONTENTS

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CHECK SHEET	1
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Issued:

Effective:

By:
 Mark A. Jozwiak
 Vice President
 Access One, Inc.
 125 N. Halsted Street, 4th Floor
 Chicago, Illinois 60661
 (312) 441-1000

INTEREXCHANGE SERVICES TARIFF

EXPLANATION OF SYMBOLS

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

- C : To signify changed regulation
- D : To signify deleted or discontinued rate or regulation
- I : To signify increased rate
- M : To signify a move in location of text
- N : To signify new rate or regulation
- R : To signify reduced rate
- T : To signify a change in text but no change in rate or regulation

Effective:

By:
Mark A. Jozwiak
Vice President
Access One, Inc.
125 N. Halsted Street, 4th Floor
Chicago, Illinois 60661
(312) 441-1000

INTEREXCHANGE SERVICES TARIFF

TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission 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 of coding.
- 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 Commission, 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. remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

Issued:

Effective:

By:
Mark A. Jozwiak
Vice President
Access One, Inc.
125 N. Halsted Street, 4th Floor
Chicago, Illinois 60661
(312) 441-1000

INTEREXCHANGE SERVICES TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable Carrier to provide telecommunication service as required.

Carrier - Access One, Inc., unless the context indicates otherwise.

Commission - South Dakota Public Utilities Commission, unless context indicates otherwise.

Customer - Any person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of rates and charges and compliance with Tariff regulations.

Disconnection - The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

ICB - Individual case basis, i.e., a service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of Customer's situation.

LATA - A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Premises - The space designated by Customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business, as well as space at Customer's place of business.

Service or Services - The services covered by this Tariff shall include only the State of South Dakota.

Tariff - This Tariff containing the descriptions, regulations and rates applicable to the furnishing of service and facilities for telecommunications services provided by Carrier, unless the context indicates otherwise.

Terminal Equipment - Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephones, and data sets.

Executed:

Effective:

By:
Mark A. Jozwiak
Vice President
Access One, Inc.
125 N. Halsted Street, 4th Floor
Chicago, Illinois 60661
(312) 441-1000

INTEREXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 UNDERTAKING OF CARRIER

2.1.1 Scope

Carrier is a resale common carrier providing intrastate telecommunications services to Customers within the State of South Dakota for their direct transmission and reception of voice, data, and other types of telecommunications. Service is available 24 hours a day, seven days a week, throughout the state.

Carrier is responsible under this Tariff only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, Carrier assumes no responsibility for such other service.

2.1.2 Shortage of Equipment or Facilities

- A. Carrier reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by Carrier when necessary because of lack of facilities or due to some other cause beyond Carrier's control.
- B. The furnishing of service under this Tariff is subject to availability on a continuing basis of all necessary facilities from providers to Carrier for resale.

2.2 TERMS AND CONDITIONS

2.2.1 Another telephone company must not interfere with the right of any person or entity to obtain service directly from Carrier.

2.2.2 Customer has no property right to the telephone number or any other call number designation associated with services furnished by Carrier. Carrier reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to Customer, whenever Carrier deems it necessary to do so in the conduct of its business.

2.2.3 Neither Carrier nor Customer may assign or transfer its rights or duties in connection with the services and facilities provided by Carrier without the written consent of the other party, except that Carrier may assign its rights and duties (a) to any subsidiary, parent company or affiliate of Carrier; (b) pursuant to any sale or transfer or substantially all the assets of Carrier; or (c) pursuant to any financing, merger or reorganization of Carrier.

Issued:

Effective:

By:
Mark A. Jozwiak
Vice President
Access One, Inc.
125 N. Halsted Street, 4th Floor
Chicago, Illinois 60661
(312) 441-1000

INTEREXCHANGE SERVICES TARIFF

2.1 TERMS AND CONDITIONS (continued)**2.2.4 Use of Service**

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by Customer, except when Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between Customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

A. Minimum Service Period

The minimum period of service is one month (30 days), unless otherwise stated in this Tariff or service agreement.

B. At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.**2.3 LIMITATIONS OF SERVICE**

2.3.1 Carrier offers service to all those who desire to purchase service from Carrier consistent with all provisions of this Tariff. Customers or subscribers interested in Carrier's services shall file a service application with Carrier which fully satisfies Carrier and identifies the services required.

2.3.2 Service is offered subject to the availability on a continuing basis of all necessary facilities and/or equipment from other telecom providers to Carrier for resale and subject to the provisions of this Tariff. Carrier reserves the right not to provide service to or from a location where legally prohibited or the necessary facilities or equipment are not available.

2.3.3 Carrier reserves the right to discontinue furnishing service, upon a written notice, when necessitated by conditions beyond its control, or when Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Commission, or the law.

2.3.4 Title to all facilities provided by Carrier under these regulations remains with Carrier. Prior written permission from Carrier is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

Effective:

By:
Mark A. Jozwiak
Vice President
Access One, Inc.
125 N. Halsted Street, 4th Floor
Chicago, Illinois 60661
(312) 441-1000

INTEREXCHANGE SERVICES TARIFF

2.4 LIABILITIES OF CARRIER

- 2.4.1 The liability of Carrier for any damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, errors, or defects in any service, facility, or transmission provided under the Tariff, or representations by Carrier, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission shall not exceed an amount equivalent to the proportionate charge to Customer for the period of service or the facility provided during which such mistake, omission, interruption, delay, error, or defect occurs. For the purpose of computing this amount, a month is considered to have 30 days. The extension of such allowances for interruption shall be the sole remedy of Customer and the sole liability of Carrier for any direct, indirect, incidental, special, consequential, special, exemplary or punitive damages, or for any lost profits, even if advised of the possibility of the same, as a result of any Carrier service, equipment or facilities, or the acts or omissions or negligence of Carrier's employees or agents.
- 2.4.2 Carrier's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this Tariff, and subject to the provisions of this Section, Carrier's liability, if any, shall be limited as provided herein.
- 2.4.3 The entire liability of Carrier for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to Carrier by Customer for the specific services giving rise to the claim, and no action or proceeding against Carrier shall be commenced more than one year after the service is rendered.
- 2.4.4 Carrier shall not be liable for any claim of loss, expense, or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff, if caused by any person or entity other than Carrier, any malfunction of any service or facility provided by any other carrier, act of God, fire, war, civil disturbance, act of government, or by any other cause beyond Carrier's control.
- 2.4.5 Carrier shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Carrier's services.
- 2.4.6 Carrier shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of Carrier's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of Carrier.

Entered:

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INTEREXCHANGE SERVICES TARIFF

2.4 LIABILITIES OF CARRIER (continued)

- 2.4.7 Carrier shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over Carrier, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.4.8 Carrier shall not be liable for any act or omission of any entity furnishing Carrier or Carrier's Customers facilities or equipment used for or with the services Carrier's offers or for the acts or omissions of other common carriers or warehousemen.
- 2.4.9 Carrier shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages or losses associated with service, channels, or equipment which it does not furnish, or for damages or losses which result from the operation of Customer-provided systems, equipment, facilities or services.
- 2.4.10 Carrier shall not be liable for and shall be fully indemnified, held harmless, and defended by Customer or others authorized by it to use the Service against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
- A. defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by Carrier under this Tariff;
 - B. all other claims arising out of any act or omission of Customer or others, in connection with any service provided by Carrier pursuant to this Tariff;
 - C. connecting, combining, or adapting Carrier's facilities with Customer's apparatus or systems;
 - D. any act or omission of Customer or others, in connection with any service provided by Carrier pursuant to this Tariff; or

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INTEREXCHANGE SERVICES TARIFF

2.4 LIABILITIES OF CARRIER (continued)

2.4.10 (continued)

E. any personal injury or death of any person or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by Carrier, if not caused by gross negligence of Carrier.

2.4.11 Customer shall indemnify and hold Carrier harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by Carrier. Carrier reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

2.4.12 Carrier shall not be liable for any damages, including usage charges, that Customer may incur as a result of the unauthorized use of its Authorization Code(s) by others. The unauthorized use of Customer Authorization Code(s) includes, but is not limited to, the placement of calls using Customer's Authorization Code(s) without the authorization of Customer. Customer shall be fully liable for all such usage charges.

2.4.13 No agent or employee of any other carrier shall be deemed to be an agent or employee of Carrier.

2.4.14 CARRIER MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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INTEREXCHANGE SERVICES TARIFF

2.1 RESPONSIBILITY OF CUSTOMER

2.1.1 Customer assumes general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communications systems provided by others are connected to Carrier's facilities, Customer assumes additional responsibilities. Customer is responsible for the following:

- A. Customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with Carrier's regulations governing the service. Customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, Customer must provide:
 - 1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 - 2. the name(s), telephone number(s), and address(es) of Customer contact person(s).
- C. Customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
 - 1. the negligence or willful act of Customer or user;
 - 2. improper use of service; or
 - 3. any use of equipment or service provided by others.

2.1.2 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.1.3 Cancellation by Customer

- A. Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if Customer cancels prior to the expiration of a one-year or multi-year service agreement. Such termination charge will be equal to one month's usage as projected in Carrier's proposal for service, or the actual average monthly usage to date, whichever is higher, plus the monthly account charge for the remainder of the contract period.

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INTEREXCHANGE SERVICES TARIFF

2.3 RESPONSIBILITY OF CUSTOMER (continued)**2.3.3 Cancellation by Customer (continued)**

- B. If Customer orders service requiring special facilities dedicated to Customer's use and then cancels the order before the service begins, before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and Carrier, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by Customer. Such charge will be determined on a case-by-case basis.

2.3.4 Payment and Charges for Service

- A. Charges for service are applied on recurring and nonrecurring bases. Carrier shall bill monthly for services rendered. Payment is due upon receipt of statement. Service continues to be provided until canceled by Customer or by Carrier in accordance with provisions of this Tariff.
- B. Payment will be due upon receipt of the statement. A late penalty charge will accrue upon any unpaid amount commencing 30 days after rendition of the bill.
- C. Customer is responsible for payment of all charges for service furnished to Customer, including, but not limited to all calls originated at Customer's number(s); received at Customer's number(s); billed to Customer's number(s) via third-party billing; incurred at the specific request of Customer; or placed using a calling card issued to Customer. The initial billing may include the account set-up charge where applicable. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- D. Customers of inbound toll free (e.g., 800 or 888) services are responsible for payment for all calls placed to or via Customer's toll free service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of Customer's service by Customer-provided systems, equipment, facilities, or services interconnected to Customer's toll free service, or use, misuse, or abuse occasioned by third parties, including, without limitation, Customer's employees, other common carriers, or members of the public who dial Customer's toll free service number(s) by mistake. Carrier reserves the right to not switch Customer's toll free number(s) to another carrier until Customer has paid in full all amounts owed to Carrier for such toll free service.
- E. Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees.

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INTEREXCHANGE SERVICES TARIFF

2.5 RESPONSIBILITIES OF CUSTOMER (continued)**2.5.5 Disputed Bills**

Customer shall notify Carrier of any disputed items on a bill within 30 days. If notice of a dispute regarding charges is not received by Carrier in writing within 30 days after a bill has been rendered, the billing will be considered correct and binding on the Customer, unless extraordinary circumstances are demonstrated. Carrier will make a prompt and reasonable investigation of each complaint including complaints regarding service requests or problems, whether made in writing, in person, or by telephone. Carrier will promptly notify Customer of its proposed disposition of the complaint. If Customer and Carrier are unable to resolve the dispute to their mutual satisfaction, Customer may file a complaint with the Department.

- A. The date of the dispute shall be the date Carrier receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date Carrier completes its investigation and notifies Customer of the disposition of the dispute.

2.6 RESPONSIBILITIES OF CARRIER**2.6.1 Disconnection of Service by Carrier**

Carrier may discontinue service or cancel an Application for Service without incurring any liability for any of the following reasons:

- A. After notice, for a violation of any State or municipal law, ordinance, or regulation governing the service under this Tariff or of any provision of this Tariff or for failure of Customer to otherwise fulfill his contractual obligations for service or facilities subject to regulation by the Commission;
- B. After notice, for failure of Customer to make a proper Application for Service or for a material misrepresentation of identity in obtaining service or the use of service in a manner that in the opinion of Carrier constitutes fraud or abuse;
- C. After notice, for the use of telephone service for any other property or purpose than that described in the Application for Service;
- D. After notice, for failure or refusal to provide Carrier with a deposit to insure payment of bills in accordance with Carrier's regulations;
- E. After notice, for neglect or refusal to provide reasonable access to Carrier for the purpose of inspection and maintenance of equipment owned by Carrier;
- F. After notice, where Customer is delinquent in the payment of his bill for Service. Notice of disconnection shall be separate and apart from the regular monthly bill for Service;
- G. After notice, in the event of noncompliance with or a violation of the Commission's regulations or Carrier's rules and regulations on file with the Commission;

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INTEREXCHANGE SERVICES TARIFF

2.4 RESPONSIBILITIES OF CARRIER (continued)**2.4.1 Disconnection of Service by Carrier (continued)**

- H. After notice, upon Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service;
- I. Without notice, for tampering with Carrier's equipment, hazardous conditions, or customer use of equipment where it adversely affects Carrier's equipment or services;
- J. Without notice in the event Carrier is prohibited from furnishing or required to alter services by order of a court or other government authority having jurisdiction.
- K. Without notice, in the event of unauthorized or fraudulent use of service. In the event of fraudulent use of Carrier's network, Carrier will discontinue service and/or seek legal recourse to recover all costs involved in enforcement of this provision. Whenever service is discontinued for fraudulent use of service, the utility may, before restoring service, require Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonable estimated as the loss in revenues resulting from such fraudulent use.
- L. The suspension or discontinuance of service(s) by Carrier pursuant to this Section does not relieve Customer of any obligation to pay Carrier for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance. Upon Carrier's discontinuance of service to Customer under this Section, all applicable charges shall become due. This is in addition to all other remedies that may be available to Carrier at law or in equity or under any other provision of this Tariff.

2.4.2 Credit Upon Cancellation

Where Carrier cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

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INTEREXCHANGE SERVICES TARIFF

INTERRUPTION OF SERVICE

Credit allowance for interruption of service which is not due to the negligence of Customer or to the failure of channels, equipment, and/or communications systems provided by Customer and other carriers are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

2.7.1 Credit Allowances

- A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Carrier.
- B. Credit allowances for failure of service or equipment starts when Customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- C. Customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer provided facilities, any act or omission of Customer, or in wiring or equipment connected to the terminal.
- D. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:
 1. interruptions of service resulting from Carrier performing routine maintenance;
 2. interruptions of service for implementation of a Customer order for a change in the service;
 3. interruptions caused by negligence of Customer or his authorized user; or
 4. interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

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INTEREXCHANGE SERVICES TARIFF

2.8 INTERRUPTION OF SERVICE**2.8.1 Calculation of Credit Allowances**

Pursuant to limitations set forth in Section 2.7.1, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. Customer shall be credited for an interruption of two hours or more for as long as the interruption continues.
- C. When a minimum usage charge is applicable and Customer fails to meet the minimum usage charge because of a service interruption, a credit shall be applied against that minimum usage charge in the following manner. For each period of two hours that the interruption continues the credit shall equal 1/360th of the monthly minimum charge. Note: in this instance a fractional period of more than one hour shall be treated as a two hour period.
- D. If notice of a dispute as to charges is not received in writing by Carrier within 30 days after billing is received by Customer, the invoice shall be considered correct and binding on Customer, unless extraordinary circumstances are demonstrated.

2.9 RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.10 TAXES AND SURCHARGES

- 2.9.1 Rates and charges for Carrier's services, as stated in Carrier's rate schedule, do not include federal excise tax or those state and local taxes which are required to be paid at the point of sale. The tariffed rate does include those state and local taxes which are required to be paid on the usage of the underlying telecommunications service when that service originates and terminates within a particular tax jurisdiction.
- 2.9.2 Customer is responsible for the payment of all taxes and surcharges. State, federal, local taxes and surcharges (e.g., federal excise tax, gross receipts tax, sales tax, municipal utilities tax, universal service, dial around compensation and PICC surcharges) are listed as separate line items and are not included in the quoted rates.
- 2.9.3 Carrier reserves the right to charge Customer an amount sufficient to recover any governmental assessments, fees, licenses or other similar taxes or fees imposed upon Carrier. Any surcharge or fee other than taxes will be filed for Commission approval.

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INTEREXCHANGE SERVICES TARIFF

2.11 APPLICATION OF CHARGES

The charges for service are those in effect for the period that service is furnished. If the charge for a period covered by a bill changes after the bill has been rendered, the bill will be adjusted to reflect the new charges.

2.12 FRACTIONAL CHARGES

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished and dividing that number of days by 30 days (the billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

2.13 DEPOSITS AND ADVANCE PAYMENTS

Carrier reserves the right to require a deposit or usage prepayment equal to one month's estimated charge.

2.14 START OF BILLING

For billing purposes, the start of service is the day following acceptance by Customer of Carrier's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by Carrier of notification of cancellation as described in Section 2.5.2 of this Tariff.

2.15 INTERCONNECTION

2.15.1 Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitation established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Carrier and other participating carriers shall be provided at Customer's expense.

2.15.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. Customer is responsible for taking all necessary legal steps for interconnecting its customers provided terminal equipment of communications systems with Carriers' facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

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INTEREXCHANGE SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES

3.1 RINGING OF CALLS

3.1.1 When Billing Charges Begin and Terminate for Phone Calls

Customer's long distance usage charge is based on the actual usage of Carrier's network. Usage begins when the called party picks up the receiver (i.e., when two-way communication, often referred to as "conversation time," is possible). 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 the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as a usage of the network. A call is terminated when the calling or called party hangs up.

3.1.2 Billing Increments

Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is six seconds for a connected call. Unless otherwise specified in this Tariff, calls are billed in six-second increments thereafter. Billing will be rounded to the nearest penny for each call.

3.2 CALCULATION OF DISTANCE

Usage charges for all mileage-sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. Carrier's rates are neither distance- nor time-of-day-sensitive. Formula:

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

Signed:

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INTEREXCHANGE SERVICES TARIFF

1.3 SERVICE OFFERINGS**1.3.1 Intrastate Switched Telecommunications Service**

Intrastate Switched Telecommunications Service consists of the furnishing of switched message telephone service between points within the State. Service is provided on both an intraLATA and interLATA basis. Service is available twenty-four hours a day, seven days a week. Calls are billed in six-second increments. Billing will be rounded to the nearest penny for each call.

1.3.2 Intrastate Dedicated Telecommunications Service

Intrastate Dedicated Service consists of the furnishing of intrastate telecommunications service to or from a specific location featuring the use of dedicated special access type connection(s). Service is provided on both an intraLATA and interLATA basis. Service is available twenty-four hours a day, seven days a week. Calls are billed in six-second increments. Billing will be rounded to the nearest penny for each call.

1.3.3 Calling Card Service

Calling Card Service allows Customers to have a call billed to a specific calling card rather than to the phone line from which the call is originated. Calling Card Service is provided only where facilities and billing capabilities permit. Calls are billed in one-minute increments. Billing will be rounded to the nearest penny for each call. This service includes a conference calling feature which provides telephone line connections that allow communications between two or as many as 47 persons during a telephone call.

1.3.4 Directory Assistance Service

Directory Assistance Service is available to Customers who dial 1+ (NPA) + 555-1212 from lines pre-subscribed to Carrier. Directory Assistance service is provided only where facilities and billing capabilities permit. Up to two requests for numbers may be made on each call to Directory Assistance. The Directory Assistance Charge applies whether or not the Directory Assistance bureau furnishes the requested telephone number(s).

1.3.5 Toll Free Service

Toll Free Service is a usage-based service where calls are dialed with a specific prefix (800 or 888) and paid for by the subscriber of the service rather than the calling party. The Customer is responsible for all charges for use of Carrier network arising from calls placed to the Customer's toll free number. Toll Free Service is provided only where facilities and billing capabilities permit. Calls are billed in six-second increments. Billing will be rounded to the nearest penny for each call.

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INTEREXCHANGE SERVICES TARIFF

SECTION 4 - RATES

4.1 INTRASTATE SWITCHED TELECOMMUNICATIONS RATES

Rate per billing increment: \$0.0199

4.2 INTRASTATE DEDICATED TELECOMMUNICATIONS RATES

Rate per billing increment: \$0.0089

4.3 CALLING CARD RATES

Rate per minute: \$0.22

Operator assistance surcharge per call: \$0.75

Dialing instructions through operator
per call: \$0.75

Conference calling per minute: \$0.40

Operator assistance surcharge

during conference call per call: \$1.50

Directory assistance per call: \$1.25

4.4 DIRECTORY ASSISTANCE RATES

Rate per directory assistance call: \$0.65

4.5 TOLL FREE RATES

Rate per billing increment \$0.019

4.6 RETURNED CHECK CHARGES

Carrier will bill Customer a one-time charge of \$20.00 or five percent of the amount of the check, whichever is greater, if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution

4.7 LATE PAYMENT CHARGES

Interest charges of 1.5 percent per month may be assessed on all unpaid balances more than 30 days old.

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INTEREXCHANGE SERVICES TARIFF

4.1 RESTORATION OF SERVICE

A reconnection fee of \$50.00 per occurrence is charged where service is re-established for Customers who have been disconnected pursuant to this Tariff.

4.2 SPECIAL PRICING ARRANGEMENTS - INDIVIDUAL CASE BASIS (ICB)

In lieu of the rates otherwise set forth in this tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an Individual Case Basis (ICB), taking into account such factors as the nature of the facilities and services, the costs of construction and operation, the volume of traffic commitment, and the length of service commitment by the Customer, as long as the rates and charges are not less than Carrier's costs of providing the service. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual contracts or Customer Term Agreements. Specialized Pricing Arrangement rates or charges will be made available to similarly-situated Customers on comparable terms and conditions. Upon reasonable request, Carrier will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis. The rates will be made a part of this Tariff.

4.3 PROMOTIONS

Carrier may, from time to time, engage in national and/or intrastate promotional offerings or trials, designed to attract new Customers, to stimulate Customer usage, to test potential new services, and/or to increase existing Customer awareness of Carrier services. These offerings may be limited to certain services, dates, times of day and/or locations determined by Carrier. National offerings, the terms of which are set forth in the applicable interstate tariffs governing such programs, may include without limitations, discounts, redeemable points, or cash rewards to Customers. Such promotions will be offered subject to approval by the Commission and made part of this Tariff.

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EXHIBIT D
SALES BROCHURES

Access One, Inc.

EXHIBIT E

MANAGERIAL AND MARKETING QUALIFICATIONS

Lance C. Honea, Chief Executive Officer and Secretary of Access One, Inc., has nearly 10 years' experience in the telecommunications industry. After receiving a B.S. in Business Administration and Finance from the University of Colorado, Boulder in 1990, Mr. Honea took an outside sales position with Allnet Communications Services, Inc. in Chicago, Illinois, garnering two promotions during this three-year tenure. While at Allnet Mr. Honea was the top revenue producer in Chicago in 1991 and the top producer in the Great Lakes region in 1992 and 1993. Mr. Honea joined Access One, Inc. in 1993. Mr. Honea handles the Company's financial matters, including forecasting and budgeting, as well as overseeing day-to-day operations, including service installation, customer service, information systems, and contract negotiations.

Brian K. Barkley, President and Treasurer of Access One, Inc., also has nearly 10 years' experience in the telecommunications industry. After receiving a B.S. in Hospitality Management from Iowa State University in 1990, Mr. Barkley took an outside sales position with Allnet Communications Services in Chicago, Illinois, where he distinguished himself as a President's Club achiever and received two promotions in two years. In October, 1992, Mr. Barkley joined Metromedia Communications Corporation (LDDS WorldCom) as an outside sales representative in Chicago, where he again received sales honors. While with Metromedia, Mr. Barkley was honored as top Chicago salesperson in both 1993 and 1994, achieved two President Clubs, and was among the top ten percent of U.S. revenue producers. Mr. Barkley joined Access One in September, 1995 and, in 1996, assumed responsibility for the Company's direct sales division. Mr. Barkley is responsible for securing major accounts in addition to recruiting, training, and motivating the Company's sales representatives.

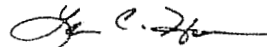
Mark A. Jozwiak, Vice President of Access One, Inc., has over 17 years' experience in the telecommunications industry. After receiving a B.A. from the University of Southern California in 1982, Mr. Jozwiak joined GTE/Sprint. He subsequently held executive sales positions with Metropolitan Fiber Systems, Bell Atlantic, Cable & Wireless, Allnet/Frontier and MCI Communications before joining Access One, Inc. With a background in the long distance, alternative local access services and telecommunications equipment industries, Mr. Jozwiak has developed substantial expertise on issues relating to the telecommunications industry. In his current position, Mr. Jozwiak performs both marketing and operational duties. In addition to securing major accounts, Mr. Jozwiak heads up the Company's Agent Marketing salesforce, with responsibility for recruiting, training, and managing sales agents, including the more than 40 independent sales agents currently affiliated with Access One. His operational responsibilities range from managing the coordination, installation, and servicing of Access One's T-1 dedicated customer base to responsibility for payroll and accounting.

VERIFICATION

State of Illinois

County of Cook, ss.

I, Lance C. Honea, being duly sworn according to law, depose and say that: (i) I am the Chief Executive Officer of Access One, Inc. (the "Applicant"); (ii) I am authorized to and do make this certification for the Applicant; (iii) I have reviewed the petition and exhibits thereto and the information contained therein is correct to the best of my knowledge.

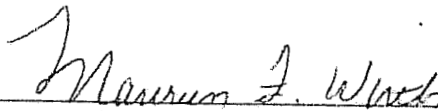


By: Lance C. Honea

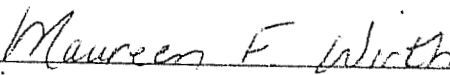
Title: Chief Executive Officer of Access One, Inc.

Taken, sworn to and subscribed before me the undersigned Notary Public on this 28th day of

Sept., 2000.



Notary Public



Print or type name

My Commission expires on the 6th day of March, 2004.

CONFIDENTIAL

[]

Access One

125 N. HALSTED ST., 4TH FLOOR
CHICAGO, IL 60661-2101
(312) 441-1000

AMERICAN NATIONAL BANK
AND TRUST COMPANY OF CHICAGO
CHICAGO, ILLINOIS 60603
A BANK ONE COMPANY
2-77-710

7955

00007955

TWO HUNDRED FIFTY AND XX / 100 Dollars

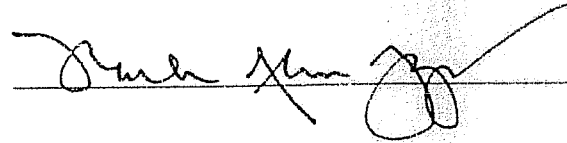
DATE

AMOUNT

11/02/00

*****\$250.00

South Dakota Public Utilities



⑈007955⑈ ⑆071000770⑆ 5300010928⑈

South Dakota Public Utilities Commission
WEEKLY FILINGS

For the Period of December 7, 2000 through December 13, 2000

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

CONSUMER COMPLAINTS

CT00-113 In the Matter of the Complaint filed by FSST Social Services, Flandreau, South
Dakota, against Ionex Communications North, Inc. Regarding Poor Service.

The Complainant indicates that Ionex did not provide services as requested. The Complainant
requests imposition of penalties.

Staff Analyst: Leni Healy
Staff Attorney: Kelly Frazier
Date Docketed: 12/11/00
Intervention Deadline: N/A

CT00-114 In the Matter of the Complaint filed by FSST Social Services, Flandreau, South
Dakota, against MCI WorldCom Regarding Unauthorized Switching of
Services.

The Complainant indicates that MCI WorldCom was not authorized to provide telecommunications
services to FSST Social Services. The Complainant requests imposition of penalties.

Staff Analyst: Leni Healy
Staff Attorney: Kelly Frazier
Date Docketed: 12/11/00
Intervention Deadline: N/A

CT00-115 In the Matter of the Complaint filed by FSST Social Services, Flandreau, South
Dakota, against Telecom*USA Regarding Unauthorized Switching of Services.

The Complainant indicates that Telecom*USA was not authorized to provide telecommunications
services to FSST Social Services. The Complainant requests imposition of penalties.

Staff Analyst: Leni Healy
Staff Attorney: Kelly Frazier
Date Docketed: 12/11/00
Intervention Deadline: N/A

ELECTRIC

EL00-016 In the Matter of the Joint Request for Electric Service Territory Exception
between Southeastern Electric Cooperative, Inc. and NorthWestern
Corporation.

On December 11, 2000, Southeastern Electric Cooperative and NorthWestern Corporation filed a
joint request for a service territory exception for service to a storage shed located in the northwest
quarter of Section 8, Range 60 West, Township 97 North in Hutchinson County. The customer is
constructing a storage shed and in order for SEC to provide electric service a line extension of
approximately 1/4 of a mile would be required. NorthWestern has facilities within 50 feet of the
proposed storage shed.

Staff Analyst: Michele Farris
Staff Attorney: Kelly Frazier
Date Docketed: 12/11/00
Intervention Deadline: 12/29/00

NATURAL GAS

NG00-009 **In the Matter of the Filing by MidAmerican Energy Company for Approval of
Tariff Revisions**

MidAmerican Energy Company (MidAmerican) filed revised Sales and Gas Transportation Tariff sheets with the Commission on December 11. MidAmerican is proposing changes in the areas of Curtailment, Group Balancing and Late Nomination - Rescheduling Service Fee, Short Notice Day Penalty, Waiver of Penalties, Change from "BTU Daily Gas Wire" to "Gas Daily" Index, and Optional Daily Balance Service. The proposed changes are anticipated to have a minimal impact on the company's revenue. A Customer Notice letter explaining the changes will be provided as an insert within customers' bills in January 2001. The company is requesting an effective date of February 1, 2001.

Staff Analyst: Heather Forney
Staff Attorney: Kelly Frazier
Date Docketed: 12/11/00
Intervention Deadline: 12/29/00

TELECOMMUNICATIONS

TC00-199 **In the Matter of the Application of KMC Telecom V, Inc. for a Certificate of
Authority to Provide Interexchange Telecommunications Services and Local
Exchange Services in South Dakota.**

KMC Telecom V, Inc. is seeking a Certificate of Authority to provide intrastate interexchange telecommunication services and local exchange services in South Dakota. The applicant intends to provide a full range of 1+ interexchange services including MTS, private line, WATS, toll free, 800 and frame relay services through resale and also intends to operate as a resold and facilities-based local exchange services provider of high-speed data transmission services, to customers to and from all points in the state of South Dakota in all areas approved for service by competitive local exchange carriers.

TC00-200 **In the Matter of the Application of Access One, Inc. for a Certificate of
Authority to Provide Interexchange Telecommunications Services in South
Dakota.**

Access One, Inc. is seeking a Certificate of Authority to provide intraLATA and interLATA interexchange service in the state of South Dakota. Access One, Inc. proposes to resell resold toll free, calling card and directory assistance services.

Staff Analyst: Dave Jacobson
Staff Attorney: Kelly Frazier
Date Docketed: 12/11/00
Intervention Deadline: 12/29/00

**TC00-201 In the Matter of the Application of NOW Communications of South Dakota, Inc.
for a Certificate of Authority to Provide Interexchange Telecommunications
Services and Local Exchange Services in South Dakota.**

NOW Communications of South Dakota is seeking a Certificate of Authority to provide intrastate interexchange and local exchange telecommunication services in South Dakota. The applicant intends to provide basic local exchange services on a resale basis in Qwest's service territory and intends to resell long distance services from major facilities-based carriers.

Staff Analyst: Keith Senger
Staff Attorney: Kelly Frazier
Date Docketed: 12/12/00
Intervention Deadline: 12/29/00

ShawPittman

A Law Partnership Including Professional Corporations

GLENN S. RICHARDS
(202) 454-7016
glenn.richards@shawpittman.com

March 20, 2001

By Federal Express

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

RECEIVED

MAR 21 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION


**Re: Access One, Inc.
Application for Certification as a Reseller of
Interconnection Telecommunications Services
in the State of South Dakota**

Dear Mr. Bullard:

Enclosed for filing on behalf of Access One, Inc., please find an original and ten copies of responses to questions submitted by the Commission's staff, and a tariff with requested revisions.

Please date-stamp the enclosed extra copy of this filing and return it to the undersigned in the self-addressed, stamped envelope provided. Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,



Glenn S. Richards
Tammy Gershoni

Enclosure
36034-0015

cc: Mr. Mark A. Jozwiak
Ms. Maureen Wirth

GLENN S. RICHARDS
(202) 454-7316
glenn.richards@shawpittman.com

ORIGINAL

March 20, 2001

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

RECEIVED

MAR 21 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

**Re: Access One, Inc.
Application for Certification as a Reseller of
Interexchange Telecommunications Services
in the State of South Dakota**

Dear Mr. Bullard:

Pursuant to the questions and requests of Commission staff, Access One, Inc. (Access One), provides the following information:

1. Provide a written request for waiver of the requirement to provide an annual report and report to stockholders.

Pursuant to Rule 20:10:24:02(15), Access One is requesting a waiver of the portion of Rule 20:10:24:02(8) requiring it to submit a copy of Access One's latest annual report and report to stockholders because the requirement is inapplicable to Access One. Access One is a privately held corporation. Therefore, the Company has neither an annual report nor a report to stockholders.

2. Provide an updated balance sheet and income statement if available.

The most recent balance sheet and income statement were filed with the Commission with the Application submitted on December 8, 2000.

3. Provide the e-mail address of the applicant's representative handling complaints and regulatory matters.

The e-mail address of Mark A. Jozwiak, Access One's representative handling complaints and regulatory matters, is markj@accessone.com.

ShawPittman

Mr. William Bullard, Jr.
March 19, 2001
Page 2

4. Provide a statement regarding the applicant's standing before other regulatory agencies.

Access One is authorized by registration, certification, or (where appropriate) on a deregulated basis, to provide interexchange service in the following states: Alabama, Arizona, Arkansas, California, Colorado, Delaware, District of Columbia, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maryland, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Jersey, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, South Carolina, Tennessee, Texas, Utah, Virginia, Washington, and Wisconsin. Access One has not been denied authority to provide telecommunications services in any state. Access One is in good standing with the appropriate regulatory agency in the states where it is registered or certified.

5. Provide the applicant's federal tax identification number.

Access One's federal tax identification number is 36-3894321.

6. Address Administrative Rule 20:10:24:02(14).

There have never been any complaints filed against Access One with any state or federal regulatory commission regarding the unauthorized switching of a customer's telecommunications provider and the act of charging customers for services that have not been ordered.

7. Explain how section 2.4.11, on Sheet 10 of Access One's proposed Tariff, would apply.

This provision would apply because, although Access One is providing service on a resold basis, some of its business customers arrange for the installation of T1s.

Commission staff also requested that Access One revise certain portions of its proposed Tariff. In compliance therewith, Access One (1) revised section 2.4.1 to replace the language after line 4 with staff's recommended language; (2) revised section 2.4.3 to delete the first and second lines and a portion of the third line designated by staff; (3) revised section 2.4.6 to delete the word "gross"; (4) deleted section 2.4.10C; (5) revised section 2.4.10D (formerly 2.4.10E) to delete the word "gross"; (6) deleted

ShawPittman

Mr. William Bullard, Jr.
March 19, 2001
Page 3

section 2.4.14; (7) revised section 2.7.1a to add language addressing credit allowances caused by human error; (8) revised section 2.14 to correct the reference in the last line; (9) revised section 4.6 to recognize that the maximum amount collectable for returned check charges is \$30; and (10) revised section 4.10 to delete words stating that promotions will be "offered subject to approval by the Commission."

In addition, Access One has revised the following portions of its proposed Tariff on its own initiative: (1) section 4.1 to list a new rate for intrastate switched telecommunications service; (2) section 4.3 to list a new rate for calling card rate per minute; and (3) section 4.10 to delete words regarding national promotional offerings and interstate tariffs. The revised Tariff is attached hereto.

Please date-stamp the "Receipt" copy of this response to Commission staff questions and requests, and return it to use in the enclosed self-addressed, stamped envelope. If we can be of further assistance, please do not hesitate to contact this office.

Very truly yours,



Glenn S. Richards
Tammy Gershoni

Enclosures

cc: Mr. Mark A. Jozwiak
Ms. Maureen Wirth

TITLE SHEET

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO INTEREXCHANGE SERVICES
WITHIN THE STATE OF SOUTH DAKOTA

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Access One, Inc. with principal offices at 125 N. Halsted Street, 4th Floor, Chicago, Illinois 60661. This Tariff applies to services furnished 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 Carrier's principal place of business.

Issued:

Effective:

By:
Mark A. Jozwiak
Vice President
Access One, Inc.
125 N. Halsted Street, 4th Floor
Chicago, Illinois 60661
(312) 441-1000

Access One, Inc.

INTEREXCHANGE SERVICES TARIFF

CHECK SHEET

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

<u>PAGE</u>	<u>NUMBER OF REVISION</u> <u>(except as indicated)</u>	<u>EFFECTIVE</u> <u>DATE</u>
2	Original	
3	Original	
4	Original	
5	Original	
6	Original	
7	Original	
8	Original	
9	Original	
10	Original	
11	Original	
12	Original	
13	Original	
14	Original	
15	Original	
16	Original	
17	Original	
18	Original	
19	Original	
20	Original	
21	Original	

Issued:

Effective:

By:
Mark A. Jozwiak
Vice President
Access One, Inc.
125 N. Halsted Street, 4th Floor
Chicago, Illinois 60661
(312) 441-1000

INTEREXCHANGE SERVICES TARIFF

TABLE OF CONTENTS

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TITLE SHEET.....	Original Title Sheet
CHECK SHEET	1
TABLE OF CONTENTS	2
EXPLANATION OF SYMBOLS	3
TARIFF FORMAT	4
SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS.....	5
SECTION 2 - RULES AND REGULATIONS.....	6
SECTION 3 - DESCRIPTION OF SERVICES.....	18
SECTION 4 - RATES	20

Issued:

Effective:

By:
 Mark A. Jozwiak
 Vice President
 Access One, Inc.
 125 N. Halsted Street, 4th Floor
 Chicago, Illinois 60661
 (312) 441-1000

INTEREXCHANGE SERVICES TARIFF

EXPLANATION OF SYMBOLS

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

- C - To signify changed regulation
- D - To signify deleted or discontinued rate or regulation
- I - To signify increased rate
- M - To signify a move in location of text
- N - To signify new rate or regulation
- R - To signify reduced rate
- T - To signify a change in text but no change in rate or regulation

Issued:

By:
Mark A. Jozwiak
Vice President
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125 N. Halsted Street, 4th Floor
Chicago, Illinois 60661
(312) 441-1000

INTEREXCHANGE SERVICES TARIFF

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission 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 of coding.
- 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 Commission, 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. remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

Issued:

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INTEREXCHANGE SERVICES TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable Carrier to provide telecommunication service as required.

Carrier - Access One, Inc., unless the context indicates otherwise.

Commission - South Dakota Public Utilities Commission, unless context indicates otherwise.

Customer - Any person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of rates and charges and compliance with Tariff regulations.

Disconnection - The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

ICB - Individual case basis, i.e., a service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of Customer's situation.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Premises - The space designated by Customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business, as well as space at Customer's place of business.

Service or Services - The services covered by this Tariff shall include only the State of South Dakota.

Tariff - This Tariff containing the descriptions, regulations and rates applicable to the furnishing of service and facilities for telecommunications services provided by Carrier, unless the context indicates otherwise.

Terminal Equipment - Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephone, and data sets.

Issued:

Effective:

By:
Mark A. Jozwiak
Vice President
Access One, Inc.
125 N. Halsted Street, 4th Floor
Chicago, Illinois 60661
(312) 441-1000

INTEREXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 UNDERTAKING OF CARRIER

2.1.1 Scope

Carrier is a resale common carrier providing intrastate telecommunications services to Customers within the State of South Dakota for their direct transmission and reception of voice, data and other types of telecommunications. Service is available 24 hours a day, seven days a week, throughout the state.

Carrier is responsible under this Tariff only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, Carrier assumes no responsibility for such other service.

2.1.2 Shortage of Equipment or Facilities

- A. Carrier reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by Carrier when necessary because of lack of facilities or due to some other cause beyond Carrier's control.
- B. The furnishing of service under this Tariff is subject to availability on a continuing basis of all necessary facilities from providers to Carrier for resale.

2.2 TERMS AND CONDITIONS

- 2.2.1 Another telephone company must not interfere with the right of any person or entity to obtain service directly from Carrier.
- 2.2.2 Customer has no property right to the telephone number or any other call number designation associated with services furnished by Carrier. Carrier reserves the right to change such numbers or the central office designation associated with such numbers, or both, assigned to a customer whenever Carrier deems it necessary to do so in the conduct of its business.
- 2.2.3 Neither Carrier nor Customer may assign or transfer its rights or duties in connection with the services and facilities provided by Carrier without the written consent of the other party, except that Carrier may assign its rights and duties (a) to any subsidiary, parent company or affiliate of Carrier; (b) pursuant to any sale or transfer or substantially all the assets of Carrier; or (c) pursuant to any financing, merger or reorganization of Carrier.

Issued:

Effective:

By:
Mark A. Jozwiak
Vice President
Access One, Inc.
125 N. Halsted Street, 4th Floor
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INTEREXCHANGE SERVICES TARIFF

2.2 TERMS AND CONDITIONS (continued)2.2.4 Use of Service

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by Customer, except when Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between Customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

A. Minimum Service Period

The minimum period of service is one month (30 days), unless otherwise stated in this Tariff or service agreement.

2. At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.

2.3 LIMITATIONS OF SERVICE

- 2.3.1 Carrier offers service to all those who desire to purchase service from Carrier consistent with all provisions of this Tariff. Customers or subscribers interested in Carrier's services shall file a service application with Carrier which fully satisfies Carrier and identifies the services required.
- 2.3.2 Service is offered subject to the availability on a continuing basis of all necessary facilities and/or equipment from other telecom providers to Carrier for resale and subject to the provisions of this Tariff. Carrier reserves the right not to provide service to or from a location where legally prohibited or the necessary facilities or equipment are not available.
- 2.3.3 Carrier reserves the right to discontinue furnishing service, upon a written notice, when necessitated by conditions beyond its control, or when Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Commission, or the law.
- 2.3.4 Title to all facilities provided by Carrier under these regulations remains with Carrier. Prior written permission from Carrier is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignments or transfers, as well as all conditions for service.

Issued:

Effective:

By:
Mark A. Jozwiak
Vice President
Access One, Inc.
125 N. Halsted Street, 4th Floor
Chicago, Illinois 60661
(312) 441-1000

INTEREXCHANGE SERVICES TARIFF

2.4 LIABILITIES OF CARRIER

- 2.4.1 The liability of Carrier for any damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, errors, or defects in any service, facility, or transmission provided under the Tariff, or representations by Carrier, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission shall be determined in accordance with SDCL 49-13-1, 49-13-1.1 and any other applicable law.
- 2.4.2 Carrier's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this Tariff, and subject to the provisions of this Section, Carrier's liability, if any, shall be limited as provided herein.
- 2.4.3 No action or proceeding against Carrier shall be commenced more than one year after the service is rendered.
- 2.4.4 Carrier shall not be liable for any claim of loss, expense, or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff, if caused by any person or entity other than Carrier, any malfunction of any service or facility provided by any other carrier, act of God, fire, war, civil disturbance, act of government, or by any other cause beyond Carrier's control.
- 2.4.5 Carrier shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Carrier's services.
- 2.4.6 Carrier shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of Carrier's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of Carrier.

Issued:

Effective:

By:
Mark A. Jozwiak
Vice President
Access One, Inc.
125 N. Halsted Street, 4th Floor
Chicago, Illinois 60661
(312) 441-1000

START

OF

RETAKE

INTEREXCHANGE SERVICES TARIFF

2.4 LIABILITIES OF CARRIER

- 2.4.1 The liability of Carrier for any damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, errors, or defects in any service, facility, or transmission provided under the Tariff, or representations by Carrier, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission shall be determined in accordance with SDCL 49-13-1, 49-13-1.1 and any other applicable law.
- 2.4.2 Carrier's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this Tariff and subject to the provisions of this Section, Carrier's liability, if any, shall be limited as provided herein.
- 2.4.3 No action or proceeding against Carrier shall be commenced more than one year after the service is rendered.
- 2.4.4 Carrier shall not be liable for any claim of loss, expense, or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff, if caused by any person or entity other than Carrier, any malfunction of any service or facility provided by any other carrier, act of God, fire, war, civil disturbance, act of government, or by any other cause beyond Carrier's control.
- 2.4.5 Carrier shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Carrier's services.
- 2.4.6 Carrier shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of Carrier's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of Carrier.

Issued:

Effective:

By:
Mark A. Jozwiak
Vice President
Access One, Inc.
125 N. Halsted Street, 4th Floor
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INTEREXCHANGE SERVICES TARIFF

2.4 LIABILITIES OF CARRIER (continued)

- 2.4.7 Carrier shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over Carrier, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrection; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.4.8 Carrier shall not be liable for any act or omission of any entity furnishing Carrier or Carrier's Customers facilities or equipment used for or with the services Carrier's offers or for the acts or omissions of other common carriers or warehousemen.
- 2.4.9 Carrier shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages or losses associated with service, channels, or equipment which it does not furnish, or for damages or losses which result from the operation of Customer provided systems, equipment, facilities or services.
- 2.4.10 Carrier shall not be liable for and shall be fully indemnified, held harmless, and defended by Customer or others authorized by it to use the Service against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
- A. defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by Carrier under this Tariff;
 - B. all other claims arising out of any act or omission of Customer or others, in connection with any service provided by Carrier pursuant to this Tariff;
 - C. any act or omission of Customer or others, in connection with any service provided by Carrier pursuant to this Tariff; or

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END

OF

RETAKE

INTEREXCHANGE SERVICES TARIFF

2.4 LIABILITIES OF CARRIER (continued)

2.4.10 (continued)

D. any personal injury or death of any person or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by Carrier, if not caused by negligence of Carrier.

2.4.11 Customer shall indemnify and hold Carrier harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by Carrier. Carrier reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

2.4.12 Carrier shall not be liable for any damages, including usage charges, that Customer may incur as a result of the unauthorized use of its Authorization Code(s) by others. The unauthorized use of Customer Authorization Code(s) includes, but is not limited to, the placement of calls using Customer's Authorization Code(s) without the authorization of Customer. Customer shall be fully liable for all such usage charges.

2.4.13 No agent or employee of any other carrier shall be deemed to be an agent or employee of Carrier.

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INTEREXCHANGE SERVICES TARIFF

2.5 RESPONSIBILITY OF CUSTOMER

2.5.1 Customer assumes general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communications systems provided by others are connected to Carrier's facilities, Customer assumes additional responsibilities. Customer is responsible for the following:

- A. Customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with Carrier's regulations governing the service. Customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, Customer must provide:
1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 2. the name(s), telephone number(s), and address(es) of Customer contact person(s).
- C. Customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
1. the negligence or willful act of Customer or user;
 2. improper use of service; or
 3. any use of equipment or service provided by others.

2.5.2 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.5.3 Cancellation by Customer

- A. Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if Customer cancels prior to the expiration of a one-year or multi-year service agreement. Such termination charge will be equal to one month's usage as projected in Carrier's proposal for service, or the actual average monthly usage to date, whichever is higher, plus the monthly account charge for the remainder of the contract period.

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INTEREXCHANGE SERVICES TARIFF

2.5 RESPONSIBILITY OF CUSTOMER (continued)2.5.3 Cancellation by Customer (continued)

- B. If Customer orders service requiring special facilities dedicated to Customer's use and then cancels the order before the service begins, before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and Carrier, a charge will be made to Customer for the nonrecoverable portion of expenditures or liabilities incurred expressly on behalf of Customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by Customer. Such charge will be determined on a case-by-case basis.

2.5.4 Payment and Charges for Service

- A. Charges for service are applied on recurring and nonrecurring bases. Carrier shall bill monthly for services rendered. Payment is due upon receipt of statement. Service continues to be provided until canceled by Customer or by Carrier in accordance with provisions of this Tariff.
- B. Payment will be due upon receipt of the statement. A late penalty charge will accrue upon any unpaid amount commencing 30 days after rendition of the bill.
- C. Customer is responsible for payment of all charges for services furnished to Customer, including, but not limited to all calls originated at Customer's number(s) received at Customer's number(s); billed to Customer's number(s) via third-party billing; incurred at the specific request of Customer; or placed using a calling card issued by Customer. The initial billing may include the account set-up charge where applicable. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- D. Customers of inbound toll free (e.g., 800 or 888) services are responsible for payment for all calls placed to or via Customer's toll free service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of Customer's service by Customer provided systems, equipment, facilities, or services interconnected to Customer's toll free service, or use, misuse, or abuse occasioned by third parties, including, without limitation, Customer's employees, other common carriers, or members of the public, who dial Customer's toll free service number(s) by mistake. Carrier reserves the right to not switch Customer's toll free number(s) to another carrier until Customer has paid in full all amounts owed to Carrier for such toll free service.
- E. Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees.

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INTEREXCHANGE SERVICES TARIFF

2.5 RESPONSIBILITIES OF CUSTOMER (continued)2.5.5 Disputed Bills

Customer shall notify Carrier of any disputed items on a bill within 30 days. If notice of a dispute regarding charges is not received by Carrier in writing within 30 days after a bill has been rendered, the billing will be considered correct and binding on the Customer, unless extraordinary circumstances are demonstrated. Carrier will make a prompt and reasonable investigation of each complaint including complaints regarding service requests or problems, whether made in writing, in person, or by telephone. Carrier will promptly notify Customer of its proposed disposition of the complaint. If Customer and Carrier are unable to resolve the dispute to their mutual satisfaction, Customer may file a complaint with the Department.

- A. The date of the dispute shall be the date Carrier receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date Carrier completes its investigation and notifies Customer of the disposition of the dispute.

2.6 RESPONSIBILITIES OF CARRIER2.6.1 Disconnection of Service by Carrier

Carrier may discontinue service or cancel an Application for Service without incurring any liability for any of the following reasons:

- A. After notice, for a violation of any State or municipal law, ordinance, or regulation governing the service under this Tariff or of any provision of this Tariff or for failure of Customer to otherwise fulfill his contractual obligations for service or facilities subject to regulation by the Commission;
- B. After notice, for failure of Customer to make a proper Application for Service or for a material misrepresentation of identity in obtaining service or the use of service in a manner that in the opinion of Carrier constitutes fraud or abuse;
- C. After notice, for the use of telephone service for any other property or purpose than that described in the Application for Service;
- D. After notice, for failure or refusal to provide Carrier with a deposit to insure payment of bills in accordance with Carrier's regulations;
- E. After notice, for neglect or refusal to provide reasonable access to Carrier for the purpose of inspection and maintenance of equipment owned by Carrier;
- F. After notice, where Customer is delinquent in the payment of his bill for Service. Notice of disconnection shall be separate and apart from the regular monthly bill for Service.

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INTEREXCHANGE SERVICES TARIFF

2.6

RESPONSIBILITIES OF CARRIER (continued)

2.6.1 Disconnection of Service by Carrier (continued)

G. After notice in the event of noncompliance with or a violation of the Commission's regulations or Carrier's rules and regulations on file with the Commission.

H. After notice, upon Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failure to discharge an existing liability within the time permitted by law, or abandonment of service.

I. Without notice, for interfering with Carrier's equipment, negligent maintenance, or tampering with or equipment where it adversely affects Carrier's equipment or services.

J. Without notice in the event Carrier is prohibited from furnishing or resupplying their services in order of a court or other government authority having jurisdiction.

K. Without notice, in the event of unauthorized or fraudulent use of service, in the event of fraudulent use of Carrier's network, Carrier will discontinue service and/or seek legal recourse to recover all costs involved in enforcement of this provision. Whenever service is discontinued to prevent fraudulent use of service, the carrier may, before restoring service, require Customer to make a good faith payment, all charges in facilities or equipment necessary to determine liability and to pay an amount reasonable estimated as the loss to services resulting from such fraudulent use.

L. The suspension or discontinuance of service by Carrier pursuant to this Section does not relieve Customer of any obligation to pay Carrier for charges due and owing for service furnished during the term of or up to suspension or discontinuance. Upon Carrier's discontinuance of service to Customer under this Section, all applicable charges shall become due. This is in addition to all other amounts due any the carrier or Carrier or any of its parent or under any other provisions of this tariff.

2.6.2 Credit Upon Cancellation

Where Carrier cancels a service and the final service period is less than the amount of service provided a credit will be issued for any amounts billed in advance, provided no portion of the amount of a recurring charge for such day after the service was discontinued. The credit will be issued to Customer or applied against the balance remaining on Customer's account.

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By:

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INTEREXCHANGE SERVICES TARIFF

2.7 INTERRUPTION OF SERVICE

Credit allowance for interruption of service which is not due to the negligence of Customer or to the failure of channels, equipment, and/or communication systems provided by Customer and other carriers are subject to the general liability provisions set forth in Section 7.4 herein. It shall be the obligation of Customer to notify Carrier immediately of any interruption of service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the failure is not being caused by any action or omission of Customer within his or her control, or in any wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

2.7.1 Credit Allowances

- A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Carrier. Credit for failure of service or equipment caused by human error will be allowed only when failure is caused by negligence of Carrier.
- B. Credit allowances for failure of service or equipment start when Customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- C. Customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer provided facilities, any act or omission of Customer, or in wiring or equipment connected to the terminal.
- D. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:
 - 1. interruptions of service resulting from Carrier performing routine maintenance;
 - 2. interruptions of service for implementation of a Customer order for a change in the service;
 - 3. interruptions caused by negligence of Customer or his authorized user; or
 - 4. interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

Issued:

INITIALED

By:

Mark A. Jozwiak
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INTEREXCHANGE SERVICES TARIFF

2.8 INTERRUPTION OF SERVICE2.8.2 Calculation of Credit Allowances

Pursuant to limitations set forth in Section 2.7.1, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. Customer shall be credited for an interruption of two hours or more for as long as the interruption continues.
- C. When a minimum usage charge is applicable and Customer fails to meet the minimum usage charge because of a service interruption, a credit shall be applied against that minimum usage charge in the following month. For each period of two hours that the interruption continues the credit shall equal 1/300th of the monthly minimum charge. Note: in this instance a fractional period of more than one hour shall be treated as a two-hour period.
- D. If notice of a dispute as to charges is not received in writing by Carrier within 30 days after billing is received by Customer, the invoice shall be considered correct and binding on Customer, unless extraordinary circumstances are demonstrated.

2.9 RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.10 TAXES AND SURCHARGES

- 2.10.1 Rates and charges for Carrier's services, as stated in Carrier's rate schedule, do not include federal excise tax or those state and local taxes which are required to be paid at the point of sale. The tariffed rate does include those state and local taxes which are required to be paid on the usage of the underlying telecommunications service when that service originates and terminates within a particular tax jurisdiction.
- 2.10.2 Customer is responsible for the payment of all taxes and surcharges. State, federal, local taxes and surcharges (e.g., federal excise tax, gross receipts tax, sales tax, municipal utility tax, emergency service, dial around compensation and PCC surcharges) are listed as separate line items and are not included in the quoted rates.
- 2.10.3 Carrier reserves the right to charge Customer an amount sufficient to recover any governmental assessments, fees, licenses or other similar taxes or fees imposed upon Carrier. Any surcharge or fee other than taxes will be filed for Commission approval.

Issued:

By:
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INTEREXCHANGE SERVICES TARIFF

2.11 APPLICATION OF CHARGES

The charges for service are those in effect for the period that service is furnished. If the charge for a period covered by a bill changes after the bill has been rendered, the bill will be adjusted to reflect the new charges.

2.12 FRACTIONAL CHARGES

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished and dividing that number of days by 30 days (the billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

2.13 DEPOSITS AND ADVANCE PAYMENTS

Carrier reserves the right to require a deposit or usage prepayment equal to one month's estimated charge.

2.14 START OF BILLING

For billing purposes, the start of service is the day following acceptance by Customer of Carrier's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by Carrier of notification of cancellation as described in Section 2.5.3 of this Tariff.

2.15 INTERCONNECTION

2.15.1 Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitation established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Carrier and other participating carriers shall be provided at Customer's expense.

2.15.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. Customer is responsible for taking all necessary legal steps for interconnecting its customers provided terminal equipment of communications systems with Carriers' facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

Issued:

Effective:

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Access One, Inc.

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES

3.1 TIMING OF CALLS

3.1.1 When Billing Charges Begin and Terminate for Phone Calls

Customer's long distance usage charge is based on the actual usage of Carrier's network. Usage begins when the called party picks up the receiver (i.e., when two-way communication begins referred to as "conversation time," is possible). When the called party sends a signal to the switch or hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as a usage of the network. A call is terminated when the calling or called party hangs up.

3.1.2 Billing Increments

Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is six seconds for a connected call. Unless otherwise specified in this Tariff, calls are billed in six-second increments thereafter. Billing will be rounded to the nearest penny for each call.

3.2 CALCULATION OF DISTANCE

Usage charges for all mileage-sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. Carrier's rates are neither distance- nor time-of-day-sensitive. Formula:

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

Issued:

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INTEREXCHANGE SERVICES TARIFF

3.3 SERVICE OFFERINGS3.3.1 Intrastate Switched Telecommunications Service

Intrastate Switched Telecommunications Service consists of the furnishing of switched message telephone service between points within the State. Service is provided on both an intraLATA and interLATA basis. Service is available twenty-four hours a day, seven days a week. Calls are billed in six-second increments. Billing will be rounded to the nearest penny for each call.

3.3.2 Intrastate Dedicated Telecommunications Service

Intrastate Dedicated Service consists of the furnishing of intrastate telecommunications service to or from a specific location featuring the use of dedicated special access type connection(s). Service is provided on both an intraLATA and interLATA basis. Service is available twenty-four hours a day, seven days a week. Calls are billed in six-second increments. Billing will be rounded to the nearest penny for each call.

3.3.3 Calling Card Service

Calling Card Service allows Customers to have a call billed to a specific calling card rather than to the phone line from which the call is originated. Calling Card Service is provided only where facilities and billing capabilities permit. Calls are billed in one-minute increments. Billing will be rounded to the nearest penny for each call. This service includes a conference calling feature which provides telephone line connections that allow communications between two or as many as 47 persons during a telephone call.

3.3.4 Directory Assistance Service

Directory Assistance Service is available to Customers who dial 1+ (NPA) + 555-1212 from lines pre-subscribed to Carrier. Directory Assistance service is provided only where facilities and billing capabilities permit. Up to two requests for numbers may be made on each call to Directory Assistance. The Directory Assistance Charge applies whether or not the Directory Assistance bureau furnishes the requested telephone number(s).

3.3.5 Toll Free Service

Toll Free Service is a usage-based service where calls are dialed with a specific prefix (800 or 888) and paid for by the subscriber of the service rather than the calling party. The Customer is responsible for all charges for use of Carrier network arising from calls placed to the Customer's toll free number. Toll Free Service is provided only where facilities and billing capabilities permit. Calls are billed in six-second increments. Billing will be rounded to the nearest penny for each call.

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INTEREXCHANGE SERVICES TARIFF

SECTION 4 - RATES4.1 INTRASTATE SWITCHED TELECOMMUNICATIONS RATES

Rate per billing increment: \$0.0189

4.2 INTRASTATE DEDICATED TELECOMMUNICATIONS RATES

Rate per billing increment: \$0.0089

4.3 CALLING CARD RATES

Rate per minute: \$0.169

Operator assistance surcharge per call: \$0.75

Dialing instructions through operator
per call: \$0.75

Conference calling per minute: \$0.40

Operator assistance surcharge
during conference call per call: \$1.50

Directory assistance per call: \$1.25

4.4 DIRECTORY ASSISTANCE RATES

Rate per directory assistance call: \$0.65

4.5 TOLL FREE RATES

Rate per billing increment \$0.019

4.6 RETURNED CHECK CHARGES

Carrier will bill Customer a one-time charge of \$20.00 or five percent of the amount of the check, whichever is greater, but not to exceed \$30.00, if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution

4.7 LATE PAYMENT CHARGES

Interest charges of 1.5 percent per month may be assessed on all unpaid balances more than 30 days old.

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INTEREXCHANGE SERVICES TARIFF

4.8 RESTORATION OF SERVICE

A reconnection fee of \$50.00 per occurrence is charged where service is re-established for Customers who have been disconnected pursuant to this Tariff.

4.9 SPECIAL PRICING ARRANGEMENTS - INDIVIDUAL CASE BASIS (ICB)

In lieu of the rates otherwise set forth in this tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an Individual Case Basis (ICB), taking into account such factors as the nature of the facilities and services, the costs of construction and operation, the volume of traffic commitment, and the length of service commitment by the Customer, as long as the rates and charges are not less than Carrier's costs of providing the service. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual contracts or Customer Term Agreements. Specialized Pricing Arrangement rates or charges will be made available to similarly-situated Customers on comparable terms and conditions. Upon reasonable request, Carrier will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis. The rates will be made a part of this Tariff.

4.10 PROMOTIONS

Carrier may, from time to time, engage in promotional offerings or trials, designed to attract new Customers, to stimulate Customer usage, to test potential new services, and/or to increase existing Customer awareness of Carrier services. These offerings may be limited to certain services, dates, times of day and/or locations determined by Carrier. Such promotions will be made part of this Tariff.

Document # 1090642 v. 2

Issued:

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A Law Partnership Including Professional Corporations

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TC00-200
ORIGINAL

April 12, 2001

By Federal Express

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

**Re: Access One, Inc.
Application for Certification as a Reseller of
Interexchange Telecommunications Services
in the State of South Dakota**

Dear Mr. Bullard:

Enclosed for filing on behalf of Access One, Inc. ("Access One"), please find an original and ten copies of Access One's proposed tariff, containing revisions requested by Commission staff on March 28, 2001.

The following portions of Access One's proposed Tariff have been revised:

Section 2.4.11 on Sheet 10 has been deleted

Section 2.4.3 on Sheet 8 has been deleted

Section 2.7.1.A on Sheet 15 has been revised to replace the word "ore" with the word "or" and the words "negligence of" have been deleted.

Please note that, as a result of Sections 2.4.11 and 2.4.3 being deleted, the proposed Tariff has one less Sheet. As a result, Section 2.7.1.A is now on Sheet 14.

In addition, Access One has, since the original filing, revised its rates for toll free switched access and toll free dedicated access telecommunications service. The new rates are found on Sheet 19.

RECEIVED

APR 13 2001

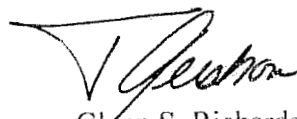
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

ShawPittman

Mr. William Bullard, Jr.
April 12, 2001
Page 2

Please date-stamp the enclosed extra copy of this filing and return it to the undersigned in the self-addressed, stamped envelope provided. Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,



Glenn S. Richards
Tammy Gershoni
Counsel for Access One, Inc.

Enclosure
b6r44-0015

cc: Mark A. Jozwiak
Maureen Wirth
Joel Miller

Document # 1102644 v 1

TITLE SHEET

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO INTEREXCHANGE SERVICES
WITHIN THE STATE OF SOUTH DAKOTA

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Access One, Inc. with principal offices at 125 N. Halsted Street, 4th Floor, Chicago, Illinois 60661. This Tariff applies to services furnished 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 Carrier's principal place of business.

Issued:

Effective:

By:
Mark A. Jozwiak
Vice President
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INTEREXCHANGE SERVICES TARIFF

CHECK SHEET

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

<u>PAGE</u>	<u>NUMBER OF REVISION</u> (except as indicated)	<u>EFFECTIVE</u> <u>DATE</u>
1	Original	
2	Original	
3	Original	
4	Original	
5	Original	
6	Original	
7	Original	
8	Original	
9	Original	
10	Original	
11	Original	
12	Original	
13	Original	
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INTEREXCHANGE SERVICES TARIFF

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EXPLANATION OF SYMBOLS

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

- C - To signify changed regulation
- D - To signify deleted or discontinued rate or regulation
- I - To signify increased rate
- M - To signify a move in location of text
- N - To signify new rate or regulation
- R - To signify reduced rate
- T - To signify a change in text but no change in rate or regulation

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission 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 of coding.
- 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 Commission, 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. remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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INTEREXCHANGE SERVICES TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable Carrier to provide telecommunication service as required.

Carrier - Access One, Inc., unless the context indicates otherwise.

Commission - South Dakota Public Utilities Commission, unless context indicates otherwise.

Customer - Any person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of rates and charges and compliance with Tariff regulations.

Disconnection - The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

ICB - Individual case basis, i.e., a service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of Customer's situation.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Premises - The space designated by Customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business, as well as space at Customer's place of business.

Service or Services - The services covered by this Tariff shall include only the State of South Dakota.

Tariff - This Tariff containing the descriptions, regulations and rates applicable to the furnishing of service and facilities for telecommunications services provided by Carrier, unless the context indicates otherwise.

Terminal Equipment - Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephone, and data sets.

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INTEREXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS2.1 UNDERTAKING OF CARRIER2.1.1 Scope

Carrier is a resale common carrier providing intrastate telecommunications services to Customers within the State of South Dakota for their direct transmission and reception of voice, data, and other types of telecommunications. Service is available 24 hours a day, seven days a week, throughout the state.

Carrier is responsible under this Tariff only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, Carrier assumes no responsibility for such other service.

2.1.2 Shortage of Equipment or Facilities

- A. Carrier reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by Carrier when necessary because of lack of facilities or due to some other cause beyond Carrier's control.
- B. The furnishing of service under this Tariff is subject to availability on a continuing basis of all necessary facilities from providers to Carrier for resale.

2.2 TERMS AND CONDITIONS

- 2.2.1 Another telephone company must not interfere with the right of any person or entity to obtain service directly from Carrier.
- 2.2.2 Customer has no property right to the telephone number or any other call number designation associated with services furnished by Carrier. Carrier reserves the right to change such numbers or the central office designation associated with such numbers, or both, assigned to Customer, whenever Carrier deems it necessary to do so in the conduct of its business.
- 2.2.3 Neither Carrier nor Customer may assign or transfer its rights or duties in connection with the services and facilities provided by Carrier without the written consent of the other party, except that Carrier may assign its rights and duties (a) to any subsidiary, parent company or affiliate of Carrier; (b) pursuant to any sale or transfer or substantially all the assets of Carrier; or (c) pursuant to any financing, merger or reorganization of Carrier.

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2.2 TERMS AND CONDITIONS (continued)2.2.4 Use of Service

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by Customer, except when Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between Customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

A. Minimum Service Period

The minimum period of service is one month (30 days), unless otherwise stated in this Tariff or service agreement.

2. At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.

2.3 LIMITATIONS OF SERVICE

- 2.3.1 Carrier offers service to all those who desire to purchase service from Carrier consistent with all provisions of this Tariff. Customers or subscribers interested in Carrier's services shall file a service application with Carrier which fully satisfies Carrier and identifies the services required.
- 2.3.2 Service is offered subject to the availability on a continuing basis of all necessary facilities and/or equipment from other telecom providers to Carrier for resale and subject to the provisions of this Tariff. Carrier reserves the right not to provide service to or from a location where legally prohibited or the necessary facilities or equipment are not available.
- 2.3.3 Carrier reserves the right to discontinue furnishing service, upon a written notice, when necessitated by conditions beyond its control, or when Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Commission, or the law.
- 2.3.4 Title to all facilities provided by Carrier under these regulations remains with Carrier. Prior written permission from Carrier is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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2.4 LIABILITIES OF CARRIER

- 2.4.1 The liability of Carrier for any damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, errors, or defects in any service, facility, or transmission provided under the Tariff, or representations by Carrier, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission shall be determined in accordance with SDCL 49-13-1, 49-13-1.1 and any other applicable law.
- 2.4.2 Carrier's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this Tariff, and subject to the provisions of this Section, Carrier's liability, if any, shall be limited as provided herein.
- 2.4.3 Carrier shall not be liable for any claim of loss, expense, or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff, if caused by any person or entity other than Carrier, any malfunction of any service or facility provided by any other carrier, act of God, fire, war, civil disturbance, act of government, or by any other cause beyond Carrier's control.
- 2.4.4 Carrier shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Carrier's services.
- 2.4.5 Carrier shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of Carrier's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of Carrier.
- 2.4.6 Carrier shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over Carrier, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections, riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

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INTEREXCHANGE SERVICES TARIFF

2.4 LIABILITIES OF CARRIER (continued)

- 2.4.7 Carrier shall not be liable for any act or omission of any entity furnishing Carrier or Carrier's Customers facilities or equipment used for or with the services Carrier's offers or for the acts or omissions of other common carriers or warehousemen.
- 2.4.8 Carrier shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages or losses associated with service, channels, or equipment which it does not furnish, or for damages or losses which result from the operation of Customer-provided systems, equipment, facilities or services.
- 2.4.9 Carrier shall not be liable for and shall be fully indemnified, held harmless, and defended by Customer or others authorized by it to use the Service against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
- A. defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by Carrier under this Tariff;
 - B. all other claims arising out of any act or omission of Customer or others, in connection with any service provided by Carrier pursuant to this Tariff;
 - C. any act or omission of Customer or others, in connection with any service provided by Carrier pursuant to this Tariff; or
 - D. any personal injury or death of any person or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by Carrier, if not caused by negligence of Carrier.
- 2.4.10 Carrier shall not be liable for any damages, including usage charges, that Customer may incur as a result of the unauthorized use of its Authorization Code(s) by others. The unauthorized use of Customer Authorization Code(s) includes, but is not limited to, the placement of calls using Customer's Authorization Code(s) without the authorization of Customer. Customer shall be fully liable for all such usage charges.
- 2.4.11 No agent or employee of any other carrier shall be deemed to be an agent or employee of Carrier.

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INTEREXCHANGE SERVICES TARIFF

2.5 RESPONSIBILITY OF CUSTOMER

- 2.5.1 Customer assumes general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communications systems provided by others are connected to Carrier's facilities, Customer assumes additional responsibilities. Customer is responsible for the following:
- A. Customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with Carrier's regulations governing the service. Customer is also responsible for assuring that its users comply with regulations.
 - B. When placing an order for service, Customer must provide:
 - 1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 - 2. the name(s), telephone number(s), and address(es) of Customer contact person(s).
 - C. Customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
 - 1. the negligence or willful act of Customer or user;
 - 2. improper use of service; or
 - 3. any use of equipment or service provided by others.

2.5.2 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.5.3 Cancellation by Customer

- A. Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if Customer cancels prior to the expiration of a one-year or multi-year service agreement. Such termination charge will be equal to one month's usage as projected in Carrier's proposal for service, or the actual average monthly usage to date, whichever is higher, plus the monthly account charge for the remainder of the contract period.

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INTEREXCHANGE SERVICES TARIFF

2.5 RESPONSIBILITY OF CUSTOMER (continued)2.5.3 Cancellation by Customer (continued)

- B. If Customer orders service requiring special facilities dedicated to Customer's use and then cancels the order before the service begins, before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and Carrier, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by Customer. Such charge will be determined on a case-by-case basis.

2.5.4 Payment and Charges for Service

- A. Charges for service are applied on recurring and nonrecurring bases. Carrier shall bill monthly for services rendered. Payment is due upon receipt of statement. Service continues to be provided until canceled by Customer or by Carrier in accordance with provisions of this Tariff.
- B. Payment will be due upon receipt of the statement. A late penalty charge will accrue upon any unpaid amount commencing 30 days after rendition of the bill.
- C. Customer is responsible for payment of all charges for service furnished to Customer, including, but not limited to all calls originated at Customer's number(s); received at Customer's number(s); billed to Customer's number(s) via third-party billing; incurred at the specific request of Customer; or placed using a calling card issued to Customer. The initial billing may include the account set-up charge where applicable. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- D. Customers of inbound toll free (e.g., 800 or 888) services are responsible for payment for all calls placed to or via Customer's toll free service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of Customer's service by Customer-provided systems, equipment, facilities, or services interconnected to Customer's toll free service, or use, misuse, or abuse occasioned by third parties, including, without limitation, Customer's employees, other common carriers, or members of the public who dial Customer's toll free service number(s) by mistake. Carrier reserves the right to not switch Customer's toll free number(s) to another carrier until Customer has paid in full all amounts owed to Carrier for such toll free service.
- E. Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees.

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2.5 RESPONSIBILITIES OF CUSTOMER (continued)2.5.5 Disputed Bills

Customer shall notify Carrier of any disputed items on a bill within 30 days. If notice of a dispute regarding charges is not received by Carrier in writing within 30 days after a bill has been rendered, the billing will be considered correct and binding on the Customer, unless extraordinary circumstances are demonstrated. Carrier will make a prompt and reasonable investigation of each complaint including complaints regarding service requests or problems, whether made in writing, in person, or by telephone. Carrier will promptly notify Customer of its proposed disposition of the complaint. If Customer and Carrier are unable to resolve the dispute to their mutual satisfaction, Customer may file a complaint with the Department.

- A. The date of the dispute shall be the date Carrier receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date Carrier completes its investigation and notifies Customer of the disposition of the dispute.

2.6 RESPONSIBILITIES OF CARRIER2.6.1 Disconnection of Service by Carrier

Carrier may discontinue service or cancel an Application for Service without incurring any liability for any of the following reasons:

- A. After notice, for a violation of any State or municipal law, ordinance, or regulation governing the service under this Tariff or of any provision of this Tariff or for failure of Customer to otherwise fulfill his contractual obligations for service or facilities subject to regulation by the Commission;
- B. After notice, for failure of Customer to make a proper Application for Service or for a material misrepresentation of identity in obtaining service or the use of service in a manner that in the opinion of Carrier constitutes fraud or abuse;
- C. After notice, for the use of telephone service for any other property or purpose than that described in the Application for Service;
- D. After notice, for failure or refusal to provide Carrier with a deposit to insure payment of bills in accordance with Carrier's regulations;
- E. After notice, for neglect or refusal to provide reasonable access to Carrier for the purpose of inspection and maintenance of equipment owned by Carrier;
- F. After notice, where Customer is delinquent in the payment of his bill for Service. Notice of disconnection shall be separate and apart from the regular monthly bill for Service.

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2.6 RESPONSIBILITIES OF CARRIER (continued)2.6.1 Disconnection of Service by Carrier (continued)

- G. After notice in the event of noncompliance with or a violation of the Commission's regulations or Carrier's rules and regulations on file with the Commission;
- H. After notice, upon Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service;
- I. Without notice, for tampering with Carrier's equipment, hazardous conditions, or customer use of equipment where it adversely affects Carrier's equipment or services;
- J. Without notice in the event Carrier is prohibited from furnishing or required to alter services by order of a court or other government authority having jurisdiction.
- K. Without notice, in the event of unauthorized or fraudulent use of service. In the event of fraudulent use of Carrier's network, Carrier will discontinue service and/or seek legal recourse to recover all costs involved in enforcement of this provision. Whenever service is discontinued for fraudulent use of service, the utility may, before restoring service, require Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonable estimated as the loss in revenues resulting from such fraudulent use.
- L. The suspension or discontinuance of service(s) by Carrier pursuant to this Section does not relieve Customer of any obligation to pay Carrier for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance. Upon Carrier's discontinuance of service to Customer under this Section, all applicable charges shall become due. This is in addition to all other remedies that may be available to Carrier at law or in equity or under any other provision of this Tariff.

2.6.2 Credit Upon Cancellation

Where Carrier cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

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2.7 INTERRUPTION OF SERVICE

Credit allowance for interruption of service which is not due to the negligence of Customer or to the failure of channels, equipment, and/or communications systems provided by Customer and other carriers are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

2.7.1 Credit Allowances

- A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Carrier. Credit for failure of service or equipment caused by human error will be allowed only when failure is caused by Carrier.
- B. Credit allowances for failure of service or equipment starts when Customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- C. Customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer provided facilities, any act or omission of Customer, or in wiring or equipment connected to the terminal.
- D. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:
 1. interruptions of service resulting from Carrier performing routine maintenance;
 2. interruptions of service for implementation of a Customer order for a change in the service;
 3. interruptions caused by negligence of Customer or his authorized user; or
 4. interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

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2.8 INTERRUPTION OF SERVICE

2.8.2 Calculation of Credit Allowances

Pursuant to limitations set forth in Section 2.7.1, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. Customer shall be credited for an interruption of two hours or more for as long as the interruption continues.
- C. When a minimum usage charge is applicable and Customer fails to meet the minimum usage charge because of a service interruption, a credit shall be applied against that minimum usage charge in the following manner. For each period of two hours that the interruption continues the credit shall equal 1/360th of the monthly minimum charge. Note: in this instance a fractional period of more than one hour shall be treated as a two hour period.
- D. If notice of a dispute as to charges is not received in writing by Carrier within 30 days after billing is received by Customer, the invoice shall be considered correct and binding on Customer, unless extraordinary circumstances are demonstrated.

2.9 RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.10 TAXES AND SURCHARGES

- 2.10.1 Rates and charges for Carrier's services, as stated in Carrier's rate schedule, do not include federal excise tax or those state and local taxes which are required to be paid at the point of sale. The tariffed rate does include those state and local taxes which are required to be paid on the usage of the underlying telecommunications service when that service originates and terminates within a particular tax jurisdiction.
- 2.10.2 Customer is responsible for the payment of all taxes and surcharges. State, federal, local taxes and surcharges (e.g., federal excise tax, gross receipts tax, sales tax, municipal utilities tax, universal service, dial around compensation and PICC surcharges) are listed as separate line items and are not included in the quoted rates.
- 2.10.3 Carrier reserves the right to charge Customer an amount sufficient to recover any governmental assessments, fees, licenses or other similar taxes or fees imposed upon Carrier. Any surcharge or fee other than taxes will be filed for Commission approval.

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INTEREXCHANGE SERVICES TARIFF

2.11 APPLICATION OF CHARGES

The charges for service are those in effect for the period that service is furnished. If the charge for a period covered by a bill changes after the bill has been rendered, the bill will be adjusted to reflect the new charges.

2.12 FRACTIONAL CHARGES

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished and dividing that number of days by 30 days (the billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

2.13 DEPOSITS AND ADVANCE PAYMENTS

Carrier reserves the right to require a deposit or usage prepayment equal to one month's estimated charge.

2.15 START OF BILLING

For billing purposes, the start of service is the day following acceptance by Customer of Carrier's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by Carrier of notification of cancellation as described in Section 2.5.3 of this Tariff.

2.15 INTERCONNECTION

- 2.15.1 Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitation established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Carrier and other participating carriers shall be provided at Customer's expense.
- 2.15.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. Customer is responsible for taking all necessary legal steps for interconnecting its customers provided terminal equipment of communications systems with Carriers' facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

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INTEREXCHANGE SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES3.1 TIMING OF CALLS3.1.1 When Billing Charges Begin and Terminate for Phone Calls

Customer's long distance usage charge is based on the actual usage of Carrier's network. Usage begins when the called party picks up the receiver (i.e., when two-way communication, often referred to as "conversation time," is possible). 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 the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as a usage of the network. A call is terminated when the calling or called party hangs up.

3.1.2 Billing Increments

Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is six seconds for a connected call. Unless otherwise specified in this Tariff, calls are billed in six-second increments thereafter. Billing will be rounded to the nearest penny for each call.

3.2 CALCULATION OF DISTANCE

Usage charges for all mileage-sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. Carrier's rates are neither distance- nor time-of-day-sensitive. Formula:

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

Issued:

Effective:

By:
Mark A. Jozwiak
Vice President
Access One, Inc.
125 N. Halsted Street, 4th Floor
Chicago, Illinois 60661
(312) 441-1000

INTEREXCHANGE SERVICES TARIFF

3.3 SERVICE OFFERINGS3.3.1 Intrastate Switched Telecommunications Service

Intrastate Switched Telecommunications Service consists of the furnishing of switched message telephone service between points within the State. Service is provided on both an intralATA and interLATA basis. Service is available twenty-four hours a day, seven days a week. Calls are billed in six-second increments. Billing will be rounded to the nearest penny for each call.

3.3.2 Intrastate Dedicated Telecommunications Service

Intrastate Dedicated Service consists of the furnishing of intrastate telecommunications service to or from a specific location featuring the use of dedicated special access type connection(s). Service is provided on both an intralATA and interLATA basis. Service is available twenty-four hours a day, seven days a week. Calls are billed in six-second increments. Billing will be rounded to the nearest penny for each call.

3.3.3 Calling Card Service

Calling Card Service allows Customers to have a call billed to a specific calling card rather than to the phone line from which the call is originated. Calling Card Service is provided only where facilities and billing capabilities permit. Calls are billed in one-minute increments. Billing will be rounded to the nearest penny for each call. This service includes a conference calling feature which provides telephone line connections that allow communications between two or as many as 47 persons during a telephone call.

3.3.4 Directory Assistance Service

Directory Assistance Service is available to Customers who dial 1 + (NPA) + 555-1212 from lines presubscribed to Carrier. Directory Assistance service is provided only where facilities and billing capabilities permit. Up to two requests for numbers may be made on each call to Directory Assistance. The Directory Assistance Charge applies whether or not the Directory Assistance bureau furnishes the requested telephone number(s).

3.3.5 Toll Free Service

Toll Free Service is a usage-based service where calls are dialed with a specific prefix (800 or 888) and paid for by the subscriber of the service rather than the calling party. The Customer is responsible for all charges for use of Carrier network arising from calls placed to the Customer's toll free number. Toll Free Service is provided only where facilities and billing capabilities permit. Calls are billed in six-second increments. Billing will be rounded to the nearest penny for each call.

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INTEREXCHANGE SERVICES TARIFF

SECTION 4 - RATES4.1 INTRASTATE SWITCHED TELECOMMUNICATIONS RATES

Rate per billing increment: \$0.0189

4.2 INTRASTATE DEDICATED TELECOMMUNICATIONS RATES

Rate per billing increment: \$0.0089

4.3 CALLING CARD RATES

Rate per minute: \$0.169

Operator assistance surcharge per call: \$0.75

Dialing instructions through operator
per call: \$0.75

Conference calling per minute: \$0.40

Operator assistance surcharge
during conference call per call: \$1.50

Directory assistance per call: \$1.25

4.4 DIRECTORY ASSISTANCE RATES

Rate per directory assistance call: \$0.65

4.5 TOLL FREE RATES

Switched Access rate per billing increment: \$0.0189

Dedicated Access rate per billing increment: \$0.0089

4.6 RETURNED CHECK CHARGES

Carrier will bill Customer a one-time charge of \$20.00 or five percent of the amount of the check, whichever is greater, but not to exceed \$30.00, if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

4.7 LATE PAYMENT CHARGES

Interest charges of 1.5 percent per month may be assessed on all unpaid balances more than 30 days old.

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INTEREXCHANGE SERVICES TARIFF

4.8 RESTORATION OF SERVICE

A reconnection fee of \$50.00 per occurrence is charged where service is re-established for Customers who have been disconnected pursuant to this Tariff.

4.9 SPECIAL PRICING ARRANGEMENTS - INDIVIDUAL CASE BASIS (ICB)

In lieu of the rates otherwise set forth in this tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an Individual Case Basis (ICB), taking into account such factors as the nature of the facilities and services, the costs of construction and operation, the volume of traffic commitment, and the length of service commitment by the Customer, as long as the rates and charges are not less than Carrier's costs of providing the service. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual contracts or Customer Term Agreements. Specialized Pricing Arrangement rates or charges will be made available to similarly-situated Customers on comparable terms and conditions. Upon reasonable request, Carrier will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis. The rates will be made a part of this Tariff.

4.10 PROMOTIONS

Carrier may, from time to time, engage in promotional offerings or trials, designed to attract new Customers, to stimulate Customer usage, to test potential new services, and/or to increase existing Customer awareness of Carrier services. These offerings may be limited to certain services, dates, times of day and/or locations determined by Carrier. Such promotions will be made part of this Tariff.

Document # 1090642 v 3

Issued:

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Glenn Richards
(202) 663-8000
glenn.richards@shawpittman.com

ORIGINAL

April 18, 2001

By Federal Express

Dave Jacobson
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501-5070

RECEIVED

APR 19 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

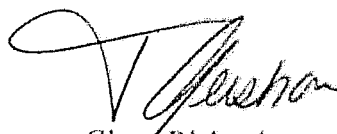
Re: Access One, Inc.
Original Tariff

Dear Dave:

Per our conversation, enclosed for filing on behalf of Access One, Inc. ("Access One"), is a copy of Access One's tariff, effective April 17, 2001, to be associated with the company's Certificate of Authority granted on April 17, 2001.

Please date-stamp the enclosed extra copy of this filing and return it to the undersigned in the self-addressed, stamped envelope provided. Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,



Glenn Richards
Tammy Gershoni
Counsel for Access One, Inc.

Enclosures
36034-0015

cc: Mark A. Jozwiak
Maureen Wirth
Joel Miller

Document #: 1104869 v.1

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

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
ACCESS ONE, INC. FOR A CERTIFICATE OF)	CERTIFICATE OF
AUTHORITY TO PROVIDE INTEREXCHANGE)	AUTHORITY
TELECOMMUNICATIONS SERVICES IN)	
SOUTH DAKOTA)	TC00-200

On December 11, 2000, 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 Access One, Inc. (Access One).

Access One proposes to resell dedicated, toll free, calling card and directory assistance services. A proposed tariff was filed by Access One. The Commission has classified long distance service as fully competitive.

On December 14, 2000, the Commission electronically transmitted notice of the filing and the intervention deadline of December 29, 2000, to interested individuals and entities. No petitions to intervene or comments were filed and at its April 17, 2001 meeting, the Commission considered Access One's request for a certificate of authority. Commission Staff recommended granting a certificate of authority. Commission Staff further recommended a waiver of ARSD 20:10:24:02(8).

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24:02 and 20:10:24:03. The Commission finds that Access One has met the legal requirements established for the granting of a certificate of authority. Access One has, in accordance with SDCL 49-31-3, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. Further, the Commission finds that there is good cause to waive ARSD 20:10:24:02(8). The Commission approves Access One's application for a certificate of authority. As the Commission's final decision in this matter, it is therefore

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

FURTHER ORDERED, that the Commission finds good cause to waive ARSD 20:10:24:02(8). It is

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

Dated at Pierre, South Dakota, this 24th day of April, 2001.

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: Aelsine Kalbo

Date: 4/24/01

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

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

Authority was Granted as of the date of the
Order Granting Certificate of Authority
Docket No. TC00-200

This is to certify that

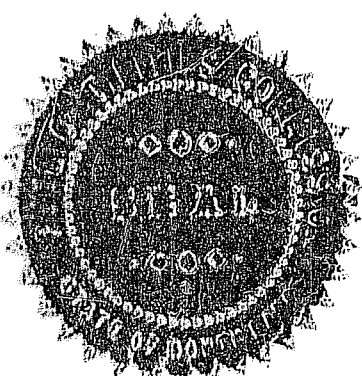
ACCESS ONE, INC.

is authorized to provide interexchange 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 24th day of April, 2001.

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**



James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner