

NOWALSKY, BRONSTON & GOTHARD

A Professional Limited Liability Company

Attorneys at Law

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Monica Borne Haab
EllenAnn G. Sands
Bruce C. Betzer

May 9, 2002

RECEIVED

MAY 10 2002

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION*Via Overnight Delivery*

Executive Secretary
South Dakota Public Utilities Commission
500 E. Capitol Avenue
Pierre, SD 57501-5070

RE: NOW Communications of South Dakota, Inc.

Dear Sir:

Enclosed herewith for filing please find an original and ten (10) copies of the Application of NOW Communications of South Dakota, Inc. for authority to provide interexchange and local exchange telecommunications services in South Dakota. The requisite \$250.00 filing fee is enclosed.

The Applicant's financial documentation is submitted herewith under seal as "Confidential." A Request for Confidentiality is contained in Exhibit E to the Application.

Please date stamp and return the attached copy of this letter as acknowledgment of your receipt of these documents. A self-addressed, stamped envelope has been provided for this purpose.

If you should have any questions regarding this filing, please do not hesitate to call.

Sincerely,


Monica Borne Haab

Enclosure

cc: Scott Seab, NOW

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

RECEIVED

MAY 10 2002

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION OF **NOW**)
COMMUNICATIONS OF SOUTH DAKOTA, INC. FOR A)
CERTIFICATE OF AUTHORITY TO PROVIDE)
INTEREXCHANGE AND LOCAL EXCHANGE)
TELECOMMUNICATIONS SERVICES IN SOUTH DAKOTA)

Docket No. _____

APPLICATION

NOW Communications of South Dakota, Inc. ("NOW" or "Applicant") hereby submits this application for certificate of authority to provide interexchange and local exchange intrastate telecommunications service within the State of South Dakota. The Company will provide interexchange service on a resale basis and local exchange service via resale and the purchase of local exchange carrier network elements (UNE). In support of its application, NOW provides the following information:

§20:10:32:03. Certificate of authority for local exchange service.

1. The Applicant is a corporation whose legal name, principal address and telephone number, facsimile number, website and E-Mail address are as follows:

NOW Communications of South Dakota, Inc.
2000 Newpoint Place, N.W.
Suite 900
Lawrenceville, GA 30043-5578
Phone: (678) 442-9655
Fax: (678) 442-0684
Website: www.nowcommunications.com
Customer Service E-Mail: customercare@nowcommunications.com

2. Applicant is a corporation whose officers and directors along with their associated business addresses are as follows:

Larry W. Seab
President/CEO/Director
2000 Newpoint Pl., N.W.
Suite 900
Lawrenceville, GA 30043

Charles W. McGuffee
CFO/Secretary/Treasurer/Director
2000 Newpoint Pl., N.W.
Suite 900
Lawrenceville, GA 30043

Steve Jennings
V.P. Mgt. Info. Systems/Director
2000 Newpoint Pl., N.W.
Suite 900
Lawrenceville, GA 30043

Joe Clark
V.P. Corporate Development
2000 Newpoint Pl., N.W.
Suite 900
Lawrenceville, GA 30043

James R. Downs
Director
1105 Oakhurst Drive
Broomfield, CO 80020

R. Scott Seab
V.P. Regulatory Affairs
711 S. Tejon Street, Suite 201
Colorado Springs, CO 80903

3. The Company will provide services under its legal name NOW Communications of South Dakota, Inc. or the shortened version NOW Communications. The Company has not registered, and will not use any trade names or fictitious names within the State of South Dakota.
4. a. The Company will not have its principal office in South Dakota. The Company's registered agent in South Dakota is:

National Registered Agents, Inc.
300 South Phillips Ave., Suite 300
Sioux Falls, SD 57104

b. NOW Communications, Inc. is the sole owner of the Applicant. A list of shareholders owning a 20% or greater interest in NOW Communications, Inc.

is as follows:

Larry W. Seab CEO/President/Director 2000 Newpoint Pl., N.W. Suite 900 Lawrenceville, GA 30034	29.68%
--	--------

Charles W. McGuffe CFO/Sec./Treas./Director 2000 Newpoint Pl., N.W. Suite 900 Lawrenceville, GA 30034	29.68%
---	--------

c. The Applicant was established as a Mississippi corporation on June 2, 2000.

A copy of its Articles of Incorporation are attached as **Exhibit A**.

d. The Company is authorized to transact business within South Dakota as evidenced by the Certificate of Authority attached hereto as **Exhibit B**.

5. The Applicant is not authorized and has not provided any telecommunications services in any states. However, the Applicant's parent company, NOW Communications, Inc., has extensive telecommunications experience stemming back to 1996. NOW Communications, Inc. is currently certified and providing interexchange and/or local exchange services as set forth in **Exhibit C**. Neither the Applicant nor NOW Communications, Inc. have been denied authorization to provide service in any state. NOW Communications, Inc. is in good standing with the appropriate regulatory agency in each state where it currently operates.

6. The Applicant is a wholly-owned subsidiary of NOW Communications, Inc., and was formed for the sole purpose of obtaining certification in South Dakota. The Applicant is funded and managed by its parent. The Applicant has no subsidiaries, however, it is affiliated with the following companies which are also wholly-owned subsidiaries of NOW Communications, Inc.: NOW Communications of Virginia, Inc.; Tel-Link, Inc.; Talk Solutions, Inc.; and TelStar International, Inc. which are also owned by NOW Communications, Inc. The principal address for all companies mentioned herein is 2000 Newpoint Place, N.W., Suite 900, Lawrenceville, Georgia 30043.
7. The Company will offer local exchange services through a combination of resale of a local exchange carrier's service and the purchase of a local exchange carrier's network elements. The local exchange carrier whose service the Applicant will resale and whose network elements the Applicant will purchase is Qwest Corporation. Local exchange services will initially be provided on a prepaid only basis to residential customers.
 - a. The Applicant will offer its prepaid local exchange services to residential customers only.
 - b. The Applicant intends to begin reselling services in South Dakota within 90 days of the granting of a Certificate of Authority by the Commission. Provision of local exchange services through the purchase of unbundled network elements (UNE) is estimated to begin within 6 months of certification. The Applicant does not intend to provide services through the use of its own facilities.

- c. The Applicant will utilize the underlying facilities of Qwest Corporation to furnish its proposed local exchange services.
 - d. The Applicant will initially provide prepaid residential local exchange service with optional features. The Company will eventually add services, including non-prepaid type services.
- 8. The Applicant's service area and local exchange calling areas will mirror those of Qwest Corporation. The Company, therefore, requests a waiver of the requirement to provide a service area map indicating the proposed geographic area to be served. The Company will not operate in any rural telephone company service areas.
- 9. Although the Applicant is not currently offering services in any states, it possesses the technical competence necessary to provide the proposed services as evidenced by the following.
 - a. The Applicant's Management Profiles setting forth the education and experience of its management personnel who will oversee the provision of services within the State of South Dakota are attached as **Exhibit D**.

b. The Applicant, through its parent company, maintains a highly qualified staff of customer service personnel who are available to receive customer calls and to provide assistance regarding the services offered, rates, and other service information. It is the Applicant's policy to politely and expeditiously handle all customer complaints and inquiries. In addition to the customer service center located at the principal headquarters in Lawrenceville, Georgia, the Applicant will also establish payment centers in various locations throughout South Dakota where customer assistance will be available.

The Applicant will provide service through a combination of resale and the purchase of UNE from its underlying carrier, and will, therefore, will not have any facilities or equipment to maintain. Quality of service standards related to facilities and equipment will be met by the underlying carrier, Qwest, as a certified carrier.

10. The Applicant will provide access to emergency services such as 911 or enhanced 911, operator services, interexchange services, directory assistance and telecommunications relay services through an interconnection agreement negotiated with Qwest.

11. Financial Information:

a. The Applicant is completely funded and managed by its parent company, NOW Communications, Inc., and will rely on its parent for the financial backing necessary to provide the requested services on an

ongoing basis. NOW Communications, Inc.'s most current 12 month financial statements, including a balance sheet, income statement, and cash flow statement are attached as **Exhibit E**. No audited financial statements are available. Confidential treatment of the materials contained in Exhibit E is hereby requested in accordance with §20:10:01:41. A Request for Confidentiality is contained in Exhibit E.

- b. Neither the Applicant nor its parent company are public companies, and, therefore, no annual reports or reports to stockholders are available

12. Interconnection with local exchange carriers:

- a. The Applicant plans to interconnect with Qwest Corporation.
- b. The likely timing of initiation of interconnection service is within 90 days of the approval of an interconnection agreement with Qwest.
- c. Applicant will contact Qwest within the next few weeks to negotiate its interconnection agreement. No other interconnection requests are anticipated.

13. The Applicant's tariff indicating the prices, terms and conditions of local exchange service is attached as **Exhibit F**.

14. The Applicant is not subject to rate regulation of its noncompetitive local services, and, therefore, has not provided detailed cost support for its local tariffed rates. However, the Applicant's local services will be offered at rates which are above the Applicant's costs to the underlying carrier.

15. The Applicant will market its local exchange services via television, billboards and newspaper advertisements that focus on prepaid local exchange service as an alternative to using the incumbent local exchange carrier. The Applicant does not utilize multilevel marketing, third-party marketing firms, telemarketing, or other “cold call” solicitation. A sample brochure for the Applicant's prepaid local exchange service is attached as **Exhibit G**.
16. The Applicant will not offer local exchange services within the service area of any rural telephone company.
17. NOW Communications, Inc., the Applicant's parent is currently certified and providing telecommunications services in Alabama, Arkansas, Arizona, California, Colorado, Delaware, District of Columbia (local only), Florida, Georgia, Idaho (local only), Illinois, Indiana, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan (local only), Minnesota (IXC only), Mississippi, Missouri, Montana, Nebraska (local only), Nevada, New Hampshire, New Mexico (local only), New Jersey, New York, North Carolina, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, West Virginia, Wisconsin, and Wyoming. NOW Communications, Inc. is pending certification in Connecticut and North Dakota. Neither the Applicant nor its parent company have been denied authorization to provide service in any state. NOW Communications, Inc. is in good standing with the appropriate regulatory agency in all states where it is authorized to provide services.

18. The name, address, telephone number, facsimile number and E-mail address of the

Applicant's contact person for customer complaints is:

Mr. James Finn
Director of Customer Service
2000 Newpoint Place, N.W.
Suite 900
Lawrenceville, GA 30043
Ph. (678) 442-9082 or 1-888-565-1011 (toll free)
Fx. (678) 442-9082 or 1-888-565-1014 (toll free)
E-mail: james.finn@nowcommunications.com

The Company's regulatory contact for purposes of Commission complaints, regulatory inquiries, and all other matter is:

R. Scott Seab, V. P. Regulatory Affairs
NOW Communications of South Dakota, Inc. - Regulatory Office
711 S. Tejon Street, Suite 201
Colorado Springs, CO 80903
Ph. (719) 633-3059
Fx. (719) 623-0287
E-mail: scott.seab@nowcommunications.com

19. The Applicant will bill its customers directly on a monthly basis. Customers can mail payment to the Company, charge their payment to a valid credit card via telephone, or pay in person at any Western Union location.
20. In order to prevent unauthorized switching of local services, the Applicant will not utilize any agents in marketing or soliciting customers. The Applicant's parent company maintains a fully operational customer service center with approximately 133 full-time customer service representatives which are highly trained and capable of activating new services upon customer request. No employee has ever switched a customer without prior authorization.

In addition, customer calls for service activation are recorded for quality assurance and verification purposes. Call recordings are retained by NOW Communications, Inc. for use in the event of a slamming allegation. No slamming allegations have been made against NOW Communications, Inc. since it began business in 1996.

21. No complaints have been made against the Applicant or its parent with any state or federal commission regarding the unauthorized switching of a customer's telecommunications provider or for charging of customers for services that have not been ordered.
22. The Applicant requests a waiver of §20:10:32:03 requiring provision of a service area map since the Applicant's service areas will mirror that of its underlying carrier, Qwest.
23. The Company's Federal Employer Identification Number is 64-0922491.
24. Additional information:
 - a. The Applicant has provided notice of its application to all other certified local exchange carriers in its proposed service area in compliance with Section 20:10:32:04. A copy of the Notice, Service List and Certificate of Service are attached as **Exhibit H**.

- b. The Applicant's representative to whom correspondence regarding this application should be addressed is:

Monica Borne Haab, Attorney
Nowalsky, Bronston & Gothard
3500 N. Causeway Blvd., Suite 1442
Metairie, Louisiana 70002
Phone: (504) 832-1984
Fax: (504) 831-0892
E-Mail: mhaab@nbglaw.com

- b. Granting of this application will further the public interest since the Applicant offers services to residential customers with poor or no credit history who are often unable to obtain local exchange services from the ILEC. This service is also attractive to customers desiring temporary or monthly service. In addition, by increasing the number of providers offering prepaid local exchange services, the competitive market will result in lower overall pricing of these services.
- c. The Applicant is willing and able to conform to the Constitution and laws of the State of South Dakota and the Rules and Regulations of the Commission, now in effect or hereinafter enacted.

§20:10:24:02. Certificate of authority for interexchange service.

1. The name, address and telephone number of the Applicant are the same as is set forth in Section 1 above.
2. The Applicant will provide interexchange services under its legal name NOW Communications of South Dakota, Inc. or the shortened version NOW Communications.
3. (a) The Applicant is a Mississippi corporation established on June 6, 2000. The Articles of Incorporation and the Certificate of Authority from the South Dakota Secretary of State are attached as Exhibits A and B in response to Sections 4(c) and 4(d) above.

(b) The Company will have no office in South Dakota. The Applicant's registered agent is provided in response to Section 4(a) above.

(c) The Applicant's shareholder information is set forth in response to Section 4(b) above.
4. The Applicant is not a partnership.
5. The Applicant will provide resold interexchange long distance services on a prepaid basis.
6. The Company will provide its interexchange services on a resale basis utilizing the underlying facilities of MCI WorldCom.
7. The Applicant will offer interexchange services on a statewide basis in South Dakota.
8. Financial statements for the Applicant's parent company, NOW Communications, Inc., which will fund the initial operations of the Applicant, are attached as Exhibit E in response to Section 11(b) above.

As privately held companies, neither the Applicant nor its parent company have annual reports or reports to stockholders available.

A copy of the Company's tariff containing the terms and conditions of service is attached as Exhibit G in response to Section 13 above.

9. The names, addresses, telephone number, fax number, e-mail address, and toll free number of the Applicant's representative to whom all inquiries must be made regarding complaints and regulatory matters is set forth in response to Section 18 above.

The Applicant's customer billing procedure is handled in-house by its parent company as set forth in response to Section 19 above.

The Applicant's customer service matters are handle in-house by its parent company which has a fully operational Customer Service Center with approximately 80 full-time customer service representatives. Each customer service representative is trained and authorized to resolve customer service issues.

10. The Applicant is not authorized to provide interexchange service in any states.

However, the Applicant's parent company is certified to provide interexchange service in those states listed in Exhibit C provided in response to Section 5 above.

Neither the Applicant nor its parent have been denied authority to operate in any state. The parent company is in good standing with the regulatory agencies of all states where it is registered.

11. The Applicant will market its services as provided in response to Section 15 above.

12. The Applicant's emerging competitive long distance services will be offered at rates which are above the Applicant's costs to the underlying carrier. No more specific cost support is available for the Company's tariffed rates.

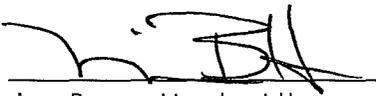
13. The Applicant's federal tax identification number is set forth in Section 23 above.

14. The Applicant's complaint history is set forth in Section 21 above.

15. In addition to the waivers requested in Section 22 above, the Applicant further requests that it be granted a waiver of Section 20:10:24:04.05. requiring performance bonds for consumer protection. The Applicant, through its parent's exceptional customer service history, has proven that it is more than capable of providing interexchange services in a responsible manner, and at no risk to the consumer.
16. Additional information will be provided upon Staff request. Some additional information which may be helpful to Staff is set forth in response to Section 24 above.

WHEREFORE, NOW Communications, Inc. respectfully requests that the Commission Grant Applicant a Certificate of Public Convenience and Necessity, giving Applicant authority to provide public telecommunications service, including facilities-based local exchange service, effective upon approval of this Application.

Respectfully submitted this 8th day of May, 2002.

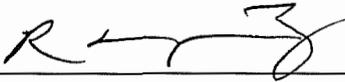
By: 
Monica Borne Haab, Attorney
Nowalsky, Bronston & Gothard
3500 N. Causeway Blvd., Suite 1442
Metairie, Louisiana 70002
Phone: (504) 832-1984
E-Mail: mhaab@nbglaw.com

Verification of Application and Authorization of Notice

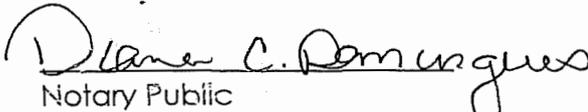
I, R. Scott Seab, Vice President Regulatory Affairs of NOW Communications of South Dakota, Inc., Applicant in the foregoing application, do hereby attest that I have reviewed the information contained in the application and Exhibits and all information is true and correct to the best of my knowledge and belief.

Dated this 6 day of May 2002.

NOW Communications of South Dakota, Inc.

By: 
R. Scott Seab, Vice President Regulatory Affairs
NOW Communications, Inc. - Regulatory Office
711 S. Tejon Street, Suite 201
Colorado Springs, CO 80903

Sworn to and subscribed before
me this 6 day of May,
2002


Notary Public

My commission expires: 10/14/2004

EXHIBIT A

ARTICLES OF INCORPORATION

Articles of Incorporation



The undersigned, pursuant to Section 79-4-2.02 (if a profit corporation) or Section 79-11-137 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby executes the following document and sets forth:

1. Type of Corporation

⇒ Profit Nonprofit

2. Name of the Corporation

⇒ NOW Communications of South Dakota, Inc.

3. The future effective date is (Complete if applicable)

[Empty box]



⇒ 4. FOR NONPROFITS ONLY: The period of duration is [Empty box] years or [Empty box] perpetual

5. FOR PROFITS ONLY: The Number (and Classes) if any of shares the corporation is authorized to issue is (are) as follows

Classes # of Shares Authorized If more than one (1) class of shures is authorized, the preferences, limitations, and relative rights of each class are as follows:

⇒ Common	*1,000*	[Empty box] (See Attached)
⇒ [Empty box]	[Empty box]	

6. Name and Street Address of the Registered Agent and Registered Office is

⇒ Name CT Corporation System

⇒ Physical Address 631 Lakeland East Drive

⇒ P.O. Box [Empty box]

⇒ City, State, ZIP5, ZIP4 Flowood MS 39208 -

7. The name and complete address of each incorporator are as follows

⇒ Name Larry W. Seab

⇒ Street 1695 High Street, Suite B

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
 P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
 Articles of Incorporation



⇒ City, State, ZIP5, ZIP4

⇒ Name

⇒ Street

⇒ City, State, ZIP5, ZIP4

⇒ Name

⇒ Street

⇒ City, State, ZIP5, ZIP4

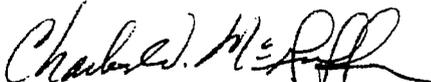
⇒ Name

⇒ Street

⇒ City, State, ZIP5, ZIP4

⇒ 8. Other Provisions Sec Attached

9. Incorporators' Signatures (please keep writing within blocks)

 Larry W. Seab, CEO/Pres.	 Charlie W. McGuffee, VP/Sec/T
---	---

 Steve Jennings, VP-MIS	 R. Scott Seab, VP-Regulatory
---	--

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Registered Agent/Office Statement of Change
Profit Corporation

*0010-1-

2*

1. Corporate ID

⇨ 687638

2. Corporate Name

⇨ NOW Communications of South Dakota, Inc.

3. Federal Tax ID

⇨ 64-0922491



4. Name and Street Address of the Registered Agent and Registered Office (as on file with the Secretary of State)

⇨ Name C T Corporation System

⇨ Physical Address 631 Lakeland East Drive

⇨ P.O. Box

⇨ City, State, ZIP5, ZIP4 Flowood MS 39208 - 8815

5. New Registered Agent's Name and Registered Office

⇨ Larry W. Seab

⇨ Physical Address 713 Country Place Drive

⇨ P.O. Box

⇨ City, State, ZIP5, ZIP4 Pearl MS 39208 - 6619

This page conforms with the disclosure
required by the Secretary of State.
Eric Clark
Secretary of State

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Registered Agent/Office Statement of Change
Profit Corporation

*0010-2-

2*

6. If agent has changed, mark appropriate box

6A: The undersigned hereby accepts designation as registered agent for service of process

Signature of Registered Agent
(Please keep writing within block)

Larry W. Seab
Larry W. Seab

OR

6B: Statement of written consent is attached, signed by the new registered agent

7. The Corporation has been notified of the change of registered office.

Yes No

By: Signature

Larry W. Seab

(Please keep writing within block)

Printed Name

Larry W. Seab

Title

CEO/PRES.

Filing Fee: \$10.00

This paper submitted with the qualification
or reinstatement with the Secretary of State.
Eric Clark
Secretary of State

EXHIBIT B

CERTIFICATE OF AUTHORITY

State of South Dakota



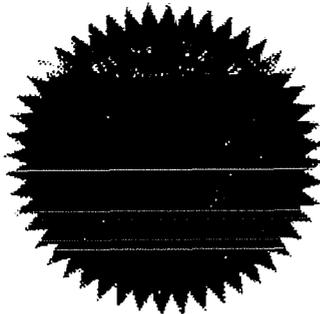
OFFICE OF THE SECRETARY OF STATE

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 **NOW COMMUNICATIONS OF SOUTH DAKOTA, INC. (MS)** 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 October 13, 2000.



A handwritten signature in cursive script, reading "Joyce Hazeltine".

Joyce Hazeltine
Secretary of State

EXHIBIT C

LIST OF STATES WHERE NOW COMMUNICATIONS, INC.
IS CERTIFIED AND/OR PENDING CERTIFICATION

STATE	CPCN STATUS	CLEC REGULATORY STATUS
AL	APP'D	Approved CLEC/IXC Nov. 17, 97 – Operating
AZ	APP'D	Approved CLEC/IXC June 9, 2000
AR	APP'D	Approved CLEC/IXC May 18, 98 – Operating
CA	APP'D	Approved CLEC Jul. 22, 99, App'd IXC Jun. 16, 99
CO	APP'D	Approved CLEC/IXC Jan. 28, 98 - Operating
CT	Filed	CLEC/IXC filed Mar. 13, 02
DC	APP'D	Approved April 20, 99
DE	APP'D	Approved CLEC/IXC April 16, 2002
FCC	APP'D	Dom. tariff app'd 6/2/99; 214, 8/20/99
FL	APP'D	Approved CLEC/IXC June 13, 98 – Operating
GA	APP'D	Approved CLEC/IXC April 7, 98 – Operating
ID	APP'D	Approved CLEC July 7, 2000
IL	APP'D	Approved CLEC/IXC Nov. 18, 98 - Operating
IN	APP'D	Approved CLEC/IXC Dec. 9, 98 - Operating
IA	Not Filed	Under preparation
KS	APP'D	Approved CLEC/IXC April 17, 98
KY	APP'D	Approved CLEC/IXC Aug. 8, 98 - Operating
LA	APP'D	Approved CLEC/IXC Jul. 9, 97 – Operating
ME	APP'D	Approved CLEC/IXC Nov. 27, 00
MD	APP'D	Approved CLEC/IXC Sep. 16, 98
MA	APP'D	Approved CLEC/IXC March 20, 2002
MI	APP'D	Approved CLEC Oct. 26, 98
MN	APP'D	Approved IXC Mar. 27, 02
MS	APP'D	Approved CLEC/IXC Feb. 5, 97 – Operating
MO	APP'D	Approved CLEC/IXC Aug. 10, 98 - Operating
MT	APP'D	Approved CLEC/IXC Mar. 30, 2000
NE	APP'D	Approved CLEC June 29, 2000; IXC filed Mar. 22, 02
NV	APP'D	Approved CLEC/IXC June 19, 2000
NH	APP'D	Approved CLEC/IXC Mar. 13, 2000
NJ	APP'D	Approved CLEC Nov. 24, 98
NM	APP'D	Approved CLEC April 3, 2001
NY	APP'D	Approved CLEC/IXC April 28, 99 - Operating
NC	APP'D	Approved CLEC/IXC Jan. 15, 99 - Operating
ND	Filed	Filed CLEC/IXC apps 4/9/02
OH	Filed	CLEC/IXC filed
OK	APP'D	Approved CLEC/IXC Feb. 17, 99
OR	APP'D	Approved CLEC/IXC Dec. 3, 1999
PA	APP'D	Approved IXC Nov. 4, 1999, Approved CLEC Mar. 1, 2000
RI	APP'D	Approved CLEC/IXC Sep. 28, 99
SC	APP'D	Approved CLEC/IXC Dec. 3, 98 - Operating
SD	Not Filed	Under preparation
TN	APP'D	Approved CLEC/IXC Aug. 20, 97 – Operating
TX	APP'D	Approved CLEC/IXC April 21, 98 - Operating
UT	APP'D	Approved CLEC Nov. 24, 1999
VT	APP'D	Approved CLEC/IXC Mar. 20, 02
VA	APP'D	Approved CLEC Oct. 18, 99 - Operating
WA	Not Filed	Under preparation
WV	APP'D	Approved CLEC/IXC Aug. 11, 99
WI	APP'D	Approved CLEC/IXC Oct. 13, 98
WY	APP'D	Approved CLEC Jan. 20, 00; IXC, 8/23/99

EXHIBIT D

MANAGEMENT PROFILES

Director; CEO and President: Larry W. Seab, Sr. Mr. Seab has been a telecommunications consultant for telephone companies since 1971. His previous company, Communications Consultants, Inc., specialized in preparing rate case studies for independent telephone companies appearing before state PSC bodies. He pioneered the long distance resale business in Louisiana in 1983 with Long Distance Savers, Inc. (Business HQ address)

Director; CFO, Secretary - Treasurer: Charles McGuffee. Mr. McGuffee was a National Bank Examiner for nine years before serving as a financial officer for ten years with Telephone Electronics Corporation, Inc., an independent telephone holding company in Mississippi. (Business HQ address)

Director; CMO, Vice President, Business Development: Jim Miller. Before entering the telecommunications industry, Mr. Miller was an officer responsible for sales and marketing in 11 states with the CIGNA Corporation. (Business HQ address)

Vice President, Regulatory Affairs: R. Scott Seab. Mr. Seab has been an attorney since 1990 and has been counsel to NOW since its inception providing guidance initially on general corporate and employment matters. In November 1997, he became counsel for all state regulatory matters and was appointed to his current position in April, 1998. Address: Legal Office, 711 South Tejon Street, Suite 201, Colorado Springs, CO 80903.

Director; Vice President, Management Information Systems: Steve Jennings. Mr. Jennings came to NOW Communications from WorldCom, Inc., where he was responsible for accounts receivable reconciliation. He has been involved in accounting management and utilities for various businesses since 1979. His background includes work with electric cooperatives, cellular companies and independent telephone companies. (Business HQ address)

Director: James R. Downs. Mr. Downs was the CFO of ConferTech International from 1990 to 1996. Previously, he held senior management positions, including CFO, with U.S. West from 1983 to 1990. Address: 1105 Oakhurst Drive, Broomfield, CO 80020.

NOW Communications, Inc.

Business Headquarters:

1695 High St., Suite B
Jackson, MS 39202
(888) 565-1011
lws@nowcommunications.com

Mailing Address:

P.O. Box 807
Jackson, MS 39205

Legal Office:

711 South Tejon, Suite 201
Colorado Springs, CO 80903
(719) 633-9977
rss@nowcommunications.com

EXHIBIT E

FINANCIAL STATEMENTS

Financial statements are submitted under seal as "**CONFIDENTIAL**" material.

A Request For Confidentiality is attached hereto.

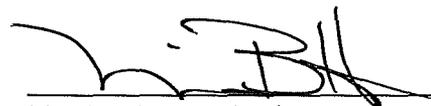
**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE APPLICATION OF **NOW**)
COMMUNICATIONS OF SOUTH DAKOTA, INC. FOR A)
CERTIFICATE OF AUTHORITY TO PROVIDE)
INTEREXCHANGE AND LOCAL EXCHANGE)
TELECOMMUNICATIONS SERVICES IN SOUTH DAKOTA)

Docket No. _____

REQUEST FOR CONFIDENTIALITY

NOW Communications, Inc. ("NOW") hereby requests confidential treatment of the financial documents submitted with the above Application as Exhibit E. As a privately-held company, the NOW's financial statements contain private information, disclosure of which could prove detrimental to the Company. In addition to the fact that disclosure of this private information could potentially harm the Company if divulged to its competitors, the Company's financial condition is not of public concern. Therefore, Confidential treatment of NOW's financial statements by the Commission is requested for a period of one year or until certification is granted in this Application, whichever occurs last, and NOW requests that the materials be destroyed by the Commission after the expiration of such term. Any questions regarding this confidentiality request should be addressed to Monica Borne Haab at the address stated below.



Monica Borne Haab
Nowalsky, Bronston & Gothard
3500 N. Causeway Blvd.
Suite 1442
Metairie, LA 70002
Ph. (504) 832-1984
E-Mail: mhaab@nbglaw.com

Dated: May 9, 2002

EXHIBIT F

TARIFF

Schedule of Rates, Rules and Regulations
Governing Resale of Local Exchange and Interexchange Services
Provided in the State of South Dakota

OFFERED BY

NOW Communications of South Dakota, Inc.

Business Office:
2000 Newpoint Place N.W., Suite 900
Lawrenceville, GA 30043

Phone: 1-888-565-1011

Issued:

R. Scott Seab, Esq.
Vice President – Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

Effective:

SYMBOLS

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C) To signify a change in regulation.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a customer's bill.
- (M) To signify material moved from or to another part of tariff with no change in text, rate rule or condition.
- (N) To signify new rate, regulation, condition or sheet.
- (R) To signify a change resulting in a reduction to a customer's bill.
- (T) To signify change in text but no change in rate, rule or condition.

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TARIFF FORMAT SHEET

A. Page Numbering. Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.

B. Page Revisions Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 34 cancels the 3rd revised Page 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect. Subscriber should consult the check page for the page currently in effect.

C. Paragraph Numbering Sequence. There are various levels of paragraph coding. Each level of coding is subservient to its next higher level of coding. For example:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i)
- 2.1.1.A.1.(a).I.(i)(1)

Issued:

R. Scott Seab, Esq.
Vice President – Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

Effective:

1 **TECHNICAL TERMS AND ABBREVIATIONS**

Certain terms used throughout this Tariff are defined below.

Access Code

“Access Code” means a sequence of numbers that, when dialed, connects a Customer to the Carrier associated with that sequence.

Authorized User

“Authorized User” means a person, firm, company, corporation, or other entity who is authorized by the Customer to take Service under this Tariff.

Automatic Number Identification (ANI)

“Automatic Number Identification” or “ANI” refers to the calling telephone number identification which will be forwarded to the Carrier’s network by the Local Exchange Company (“LEC”) as a call is placed. Feature Group D interconnections are used to gain access to a Carrier’s switched telecommunications service.

Carrier

“Carrier” means a communications common carrier authorized by the Commission or the FCC to provide communications service to the public.

Commission

“Commission” refers to the Public Utilities Commission of South Dakota.

Connection Fee

“Connection fee”, also “Processing Fee”, means the fee charged to the Company by the Underlying Carrier and the fee charged by the Company to the Customer to connect the Customer to the local switched network.

Credit(s)

“Credit(s)” has the meaning set forth in Section 2.24 hereof.

1 **Technical Terms and Abbreviations (cont.)**

Credit Allowances

“Credit Allowances” has the meaning set forth in Section 2.24 hereof.

Customer

“Customer” means the person, firm, company, corporation, or other entity who, pursuant to a Service Order orders Service(s) under this Tariff. Customer shall include both residential and business customers.

FCC

“FCC” means the Federal Communications Commission.

Governmental Authority

“Governmental Authority” means any judicial, administrative, or other federal, state or municipal governmental authority (including without limitation the Commission and the FCC) having jurisdiction over the Company or the provision of Services hereunder.

Holidays

“Holidays” means all Company-specified holidays: New Year’s Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

Interruption

“Interruption” means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by subscriber for a continuous period of thirty (30) minutes or more.

Local Calling

“Local calling” means a completed call or telephone communication between a calling station and any other station within the local service area of the calling station.

1 **Technical Terms and Abbreviations (cont.)**

Local Access and Transport Area (“LATA”)

“Local Access and Transport Area” (“LATA”) means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which an LEC provides communications service.

Local Exchange Carrier (“LEC”)

“LEC” means any person that is engaged in the provision of local exchange service or exchange access service. However, such term does not include any person insofar as such person is engaged in the provision of commercial mobile radio service.

Local Service Area

“Local service area” means that area within which a customer to exchange service can make telephone calls at exchange rates. A local service area may consist of one or more central office or exchange areas.

Minimum Service Period

“Minimum Service Period” (or “MSP”) means the minimum period of time during which Customer takes local service under this Tariff, which is 30 days.

Non-recurring Charges

“Non-recurring Charges” means the one-time initial charges for service or facilities, including but not limited to charges for processing and installation, for which the Customer becomes liable at the time the application for service is executed and paid.

Other Providers

“Other Providers” means any carriers or other service providers, whose services or facilities are connected to the Services.

Performance Failure

“Performance Failure” means any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

1 Technical Terms and Abbreviations (cont.)**Prepaid Residential Telecommunications Service ("Prepaid Service")**

"Prepaid Residential Telecommunications Service" ("Prepaid Service") is resold basic local telecommunications services, including local calling ("dialtone"), for which the Company will not perform consumer credit checking or application screening. Under Prepaid Service the Company will not require a deposit from the customer. This term shall also have the meaning set for in Section 3.1 hereof.

Processing Fee

"Processing Fee" means a fee charged by the Company at the time service is ordered to process the customer's application for local service, also called a Service Order. It includes the connection fee.

Recurring Charge

"Recurring charge" means the monthly charges to the Customer for services, facilities, and/or equipment, which continue for the agreed upon duration of service.

Regulation(s)

"Regulation(s)" means any and all law(s), rule(s), regulation(s), (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or any other Governmental Authority or which arise under any federal, state or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Tariff.

Resale Tariff(s)

"Resale Tariff(s)" means the tariff(s) of one or more Underlying Carriers.

Scheduled Interruption

"Scheduled Interruption" means an Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Service(s)

"Service(s)" means the Company's regulated, communications common carrier service(s) provided under this Tariff.

1 **Technical Terms and Abbreviations (cont.)**

Service Commencement Date

“Service Commencement Date” means either (i) the first day following the date on which the Company notifies the Customer that the requested Service is available for use, (ii) in the event Customer lawfully refuses to accept such Service, the date of Customer’s acceptance of such Service, or (iii) another, mutually agreed upon date.

Service Order

“Service Order” means (i) an agreement between the Company and Customer, or (ii) a Company designated form used from time to time by Customer for purposes of ordering Services hereunder.

Sign Up Fee

Same as “Processing Fee”.

Subscriber

“Subscriber” means a [person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Tariff.

Termination (Terminate)

“Termination” (or “Terminate”) means discontinuance of (to discontinue) Services, either at Customer’s request, or by the Company in accordance with Regulations.

Underlying Carrier(s)

“Underlying Carrier(s)” means the LEC(s) or other Carrier(s) whose services are resold by the Company pursuant to this Tariff.

2 RULES AND REGULATIONS

The Company is a reseller of regulated local and interexchange services. The Services described in Section 3 of this Tariff are provided to Customers by the Company pursuant to one or more applicable resale agreements which are on file with, and have been approved by, the Commission.

2.1 Undertaking of the Company

- 2.1.1 Obligation to Provide Service. The Company shall exercise its best efforts to provide Services to Subscribers pursuant to the terms and conditions of this Tariff. The Company shall exercise reasonable efforts to make such Services available for Subscribers' use on either the installation date set for in a Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require. In the event of a conflict or inconsistency between (i) the terms of a Service Order (or of any other document executed by the Customer) and (ii) those of this Tariff, the latter shall govern. The Service Order becomes a contract upon the establishment of service or provision of any ordered facilities.
- 2.1.2 Conditions to Company's Obligations. The obligations of the Company to provide Services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) the provision of Services to the Company for Resale by the Underlying Carrier; (iii) interconnection to Other Providers' services or facilities as required; and (iv) any applicable Credit Limit.
- 2.1.3 Right to Block Services. The Company reserves the right to block Services to any Subscriber location without any liability whatsoever, in cases of bankruptcy, receivership, abandonment of services, or abnormal toll usage, on less than five days notice if necessary to protect the Company's revenues.

2.2 Responsibility and Use

- 2.2.1 Services may be used by Customer or Subscriber for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth herein and in any applicable Service Order. Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited.
- 2.2.2 The Customer has no property right in the telephone number or any other call number designation associated with the Company's Services. The Company may change such numbers, or the central office code designation associated with such numbers, or both, assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business.

2.3 Transmission

The Services are suitable for the transmission of voice, data, or other communications.

2.4 Interconnection

- 2.4.1 Services or facilities furnished by the Company may be connected with services or facilities of Other Providers subject to any technical limitations set forth in said Other Providers' tariffs (if any); provided, however, such service furnished by the Company is not part of a joint undertaking with any Other Provider.
- 2.4.2 Interconnection with the facilities or services of Other Providers is subject to (i) the availability of said Other Providers' facilities; and (ii) the applicable terms and conditions of the Other Providers' tariffs (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of the Company and Other Providers must be provided at the Customer's sole expense.

2.5 Equipment

- 2.5.1 The Company's facilities or Services may be used with or terminated to Customer Premises Equipment ("CPE"), such as a private branch exchange, key system or pay telephone. CPE is the sole responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing CPE, including without limitation personnel charges, wiring costs, and costs associated with routing of electrical power, incurred in the attachment to and use of the Company's facilities or Services.
- 2.5.2 The Customer is responsible for ensuring that all attached CPE conforms to the Federal Communications Commission's registration requirements set forth in Part 68 of the Code of Federal Regulation (as amended), and the Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.

2.5.3 The Customer will be responsible for payment of service charges at the Company's standard, hourly rates in effect from time to time for visits by Company personnel to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, facilities, or other equipment which is not provided by the Company.

2.6 Title

Title to any and all equipment or facilities provided by Company under this Tariff will remain in the Company.

2.7 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the Subscriber's premises. The Customer shall arrange for the Company, or other Carriers as required, to have access to the Subscriber's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while in the premises of Subscriber, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

2.8 Non-Routine Maintenance and Installation

At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours: provided, however, Customer may be assessed reasonable, additional charges based on the Company's actually incurred labor, material or other costs for such non-routine installation or maintenance.

2.9 Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or Subscriber with Regulation (including without limitation the provisions of this Tariff), (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.

2.10 Service Commencement

Billing for Services will commence as of the Service Commencement Date. The Company shall notify the Customer when Services ordered pursuant to an accepted Service Order are ready for use.

2.11 Minimum Service Period

The Minimum Service Period (“MSP”) for local service will be for no less than thirty (30) days, which will automatically renew for subsequent terms of equal duration. Either the Company or the Customer may elect not to renew any MSP upon written or oral notice to the other no later than thirty (30) day prior to the expiration date of said MSP.

2.12 Service Order Cancellation and Refund of Processing Fee and MSP Recurring Charges

If a Customer cancels the Service Order, the Processing Fee and the recurring charges for the MSP are subject to refund at any time before Service is commenced pursuant to the Customer’s Service Order.

2.13 Billing and Payments

- 2.13.1 Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Subscribers, including without limitation any unauthorized, unlawful or fraudulent use or access.
- 2.13.2 All amounts stated on each local service monthly bill are due and payable as set out in Paragraph 2.13.4
- 2.13.3 Customers may pay for any service by credit card, money order, or cash at a Company authorized Agent or payment center location. Payments for service mailed to the Company must be in the form of a Money Order or Certified Check. Credit card payments are accepted by the Company by telephone.
- 2.13.4 Charges for Prepaid Local Service will be due on a monthly (30 days) basis, in advance. The Customer will pay each month for the service beginning 30 days after service is connected.

2.13 Billing and Payment (cont.)

- 2.13.5 The Company mails monthly invoices to Customers, which indicate the Customer's service and charges, plus applicable federal, state and local charges and taxes, for local service.
- 2.13.6 The Company will not alter the billing cycle for local service unless affected customers are sent a bill insert or other written notice explaining the alteration not less than 30 days prior to the effective date of the alteration. Such notification is not required with a Customer requests a number or billing change or when the Customer disconnects and reconnects service or transfers service from one premises to another.
- 2.13.7 The Company allows customers at least 14 days to pay bill charges.

The Company may set forth the following on monthly local service invoices:

- A. the number of access lines for which charges are stated;
- B. the beginning or ending dates of the billing period;
- C. the date the bill becomes delinquent if not paid on time;
- D. the unpaid balance (if any);
- E. the amount for basic service and an itemization for the amount due for toll service, if applicable, including the date and duration of each toll call;
- F. an itemization of the amount due for taxes, franchise fees, 911 surcharges (if applicable) and other surcharges as may be necessary and appropriate;
- G. the total amount due; and
- H. a telephone number where inquires may be made.

2.14 Customer Cancellation of Service

If the Customer cancels service after the date service is established, the Customer understands that the minimum term of service is 30 days, and no pro rated refund is required for the month in which service was cancelled. The Company shall have 10 days to connect service before a refund will be considered.

2.15 Deposits

The Company does not require a deposit.

2.16 Taxes

The Customer is responsible for payment of any applicable federal, state, municipal taxes or surcharges, including without limitation franchise fees, excise taxes, sales taxes, or municipal utilities taxes. Taxes and surcharges for local Prepaid Service will be billed by the Company on Customer's invoice and are included in the flat rate monthly charge for prepaid local service. Taxes and surcharges for prepaid long distance are included in the per minute price.

2.17 Denial of Service without Notice

The Company may discontinue service without notice for any of the following reasons: hazardous conditions on customer's premises; where customer's use of the equipment adversely affects the Company's equipment or service to others; if customer tampers with equipment furnished and owned by the Company; if the customer engages in the unauthorized use of the service by any method which causes hazardous signals over the Company's network; and/or if the customer engages in a use of the service or equipment that violates the law.

2.18 Denial of Service with Notice

- 2.18.1 Service may be discontinued upon 14 days notice for any of the following reasons:
- 2.18.1.A nonpayment of an undisputed delinquent charge or increased deposit (if required);
 - 2.18.1.B failure to substantially comply with terms of regulations or a settlement agreement;
 - 2.18.1.C refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment;
 - 2.18.1.D failure to comply with municipal ordinances, and/or as approved by federal or state law.
- 2.18.2 Service may not be discontinued by the Company for failure to pay charges not subject to Commission's jurisdiction unless specifically authorized in this tariff.
- 2.18.3 Residential service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the office of the Company are not available to facilitate reconnection of service or on a day immediately preceding such day.
- 2.18.4 Customers shall have at least 14 days from the rendition of a bill to pay the charges stated. NOW will provide at least 10 days written notice to Customer prior to disconnection for nonpayment.

2.19 Restoration of Local Services

The customer's telephone service is subject to suspension and disconnection for any of the reasons listed in Section 2.18. If the customer does not resolve the reason for suspension or disconnection, the customer's service will first be suspended. If service is suspended, the customer's telephone number is reserved for 21 days, and if the customer is reconnected within that time, the customer will be charged a \$10.00 restoration fee as set out in Section 4.2. If the reason for suspension has not been resolved within the 21day period of suspension, the customer's service will be disconnected. If service is disconnected, a new telephone number will be assigned and the customer will be again required to pay a Processing Fee of \$45.00. Prior to any reconnection the customer must pay any unpaid charges that are undisputed.

2.20 Limitation of Liability

- 2.20.1 Except if caused by the Company's willful misconduct or negligence, the Company's liability with respect to any claim, damages, or expense (i) brought by a Customer, Subscriber, or any other party regarding the installation, provision, preemption, termination, maintenance, repair or restoration of Service (including without limitation 911 Service and Directory Listing Service) or (ii) arising from any Performance Failure shall be determined in accordance with SDCL 49-13-1, 49-13-1.1, and any other applicable law.
- 2.20.2 To the extent permitted by an applicable Regulation, the Company's liability for negligence will also be limited to the amount described in Section hereof.
- 2.20.3 Reserved for future use.
- 2.20.4 Except as caused by the Company's willful misconduct or negligence, the Company will not be liable for defacement of or damages to Subscribers' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service and Directory Listing Service), including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Subscribers' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the company.
- 2.20.5 Any action or claim against the Company arising from any of its alleged acts or omission in connection with this Tariff will be deemed waived if not brought or made in writing within 180 days from the date that the alleged act or omission occurred.

2.21 Disclaimer

The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Underlying Carriers' or Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to any Subscriber in connection with this Tariff or with the Services, or (iii) any other act or omission of any Other Provider, Subscriber or third party related to the use or provision of Services hereunder.

2.22 Complaints

Customer complaints will be handled in accordance with applicable South Dakota law and Commission rules.

Complaints regarding billings should be made to the Company either in writing to NOW Communications of South Dakota, Inc., 2000 Newpoint Place N.W., Suite 900, Lawrenceville, GA 30043, or via the Company's toll-free number at (888) 565-1011.

Complaints may also be directed to the South Dakota Public Utilities Commission, State Capitol Building, 500 E. Capitol Avenue, Pierre, SD 57501-5070, or via the Commission's toll-free number at (800) 332-1782. TTY Through Relay South Dakota: (800) 877-1113.

2.23 Indemnification by Customer

Customer shall defend, indemnify and hold the Company (together with its officers, directors, employees, and agents) harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, arising from or in connection with:

- 2.23.1 libel or slander resulting from Subscriber's use of the Services;
- 2.23.2 any loss damage, or destruction of any property or any personal injury (including death) not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied facilities (i) in combination with the service or equipment supplied by the Subscriber or any third party, or (ii) in an explosive or otherwise hazardous environment;
- 2.23.3 infringement of any patent, copyright, trademark, trade name, service mark or trade secret arising from: (i) the transmission of any material transmitted (a) by and Subscriber or (b) by any other person using the Services provided to any Subscriber, Subscriber location, or Authorization Code; or (ii) from the combination of Subscriber's use of Services with CPE or with other Subscriber-provided facilities or services; and
- 2.23.4 except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Subscribers.

2.24 Credits and Credit Allowances

- 2.24.1 Credit ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the company as described in Section 2.24 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, and (iii) are not due to the negligence or willful misconduct of the Subscriber, its employees, subcontractors, agents, or assignees, will be applied to Customer's account with the Company. Such credits are to be calculated by multiplying the monthly recurring rate for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours. (For the purpose of this computation, each month is deemed to have 720 hours). An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is being rounded to the nearest hour.
- 2.24.2 In the event of an Interruption caused by Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, less an administration fee, subject to the Company's collection of such Credit Allowance from the Underlying Carrier obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s) which Company receives from the Underlying Carrier. Any other provision of this Section 2.24 notwithstanding, Company will have no obligation to apply any credit to Customer's account for Interruptions caused by an Underlying Carrier for which no Credit Allowance is due to the Company.
- 2.24.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.24; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the facts, for example, that the Customer does not incur any fixed month charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the Minimum Service Period.
- 2.24.4 For credits to a customer's prepaid long distance account for incompletes or calls incorrect numbers, the customer may contact the Company toll free (888-565-1011) to obtain account credit information.

2.25 Local Calling Area

The Company will provide Services from all exchanges of its Underlying Carrier, in conformance with that Underlying Carrier's existing local exchange boundary maps as approved by the Commission. Local exchange areas are listed in Section 5.

2.26 Access to Telephone Relay Service

Where required by the Commission, the Company will participate in telephone relay services for handicapped or hearing impaired Customers, and will comply with all regulations and requirements related thereto.

2.27 Compliance

The Company and Customer shall (and Customer shall cause Subscriber to) comply with all Regulations.

2.28 Force Majeure

The Company is excused from any Performance Failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, disconnection or unavailability (through not fault of the Company) of any Underlying Carriers' facilities or services, or any Regulation or other directive, action or request of any Governmental Authority.

2.29 Full Force and Effect

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provision of this Tariff will remain in full force and effect.

2.30 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.31 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of South Dakota.

2.32 Assignment

- 2.32.1 By Customer. The Customer may not transfer or assign its rights or obligations associated with any Service Order without the Company's prior written consent. The Company will permit a Customer to transfer its Service to another party only upon payment of all Charges due through the date of transfer. Such a transfer will be treated as a discontinuation, followed by an installation of new Services, subject to any applicable installation or other non-recurring Charges.
- 2.32.2 By Company. The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest.

2.33 Operator Services

Customers will have access to local operator services only within the limitations imposed by the presence of the ILEC's toll restriction and billed number screening services.

3 DESCRIPTION OF SERVICES

3.1 Resold Local Exchange Service

Resold local exchange service is provided by the Company through resale of local exchange access and local exchange service provided by an Underlying Carrier. The Company's Services consist of (i) Prepaid Service, (ii) Optional Service Features, (iii) Directory Listing Service, and (iv) 911 Service (where available).

3.1.1 Prepaid Service is a prepaid, switched, intrastate, telecommunications service which permits Customers to establish communications between two locations within the State. Prepaid Service is available only within Local Calling Area as described in Section 2.25.

3.1.1.A Prepaid Service provides a Customer with a single, voice-grade communications channel, including a telephone number and a Directory Listing. The Company's Prepaid Service permits a Customer to: (i) place calls within the Local Calling Area; (ii) access 911 Service if available in the Customer's Local Calling Area; (iii) place call to toll-free "800" or "888" telephone numbers. The Company's Prepaid Service does not permit a Customer to originate calls to direct dial (1+) or (0+) toll services; to caller-paid information services (e.g., "900", "976", "711"); or (0-) access or services. Calls to telephone numbers used for toll services and caller-paid information services will be blocked by the Company.

3.1.1.B Standard Features. Each Prepaid Service Customer is provided with only local exchange service.

3.1.1.C Optional Features. Prepaid Service Customers may select from the following optional features where available from the Underlying Carrier: (i) Call Waiting, (ii) Call Forwarding, (iii) Call Return, (iv) Caller ID, (v) Three Way Calling, (vi) Speed Dial, (vii) Unpublished Number, (viii) Voice Mail.

3.1.1.D Rates and Charges. The Company will charge a Prepaid Service Customer applicable Non-Recurring Charges, monthly Recurring Charges, and Usage Charges as specified in Section 4.4.1.

3.1 Resold Local Exchange Service (cont.)

3.1.1 Optional Service Features

- 3.1.2.A Call Waiting. A tone signals the Subscriber to indicate that another call is waiting. The Subscriber can answer the second call by flashing the switchhook or by hanging up the phone.
- 3.1.2.B Call Forwarding. The Subscriber may direct incoming calls to the Customer's telephone number to be routed to a Subscriber-defined telephone number.
- 3.1.2.C Three Way Calling. The Subscriber may sequentially call up to two other Customers' telephone numbers and add the call together making a three way call.
- 3.1.2.D Unpublished Number. The Customer may refuse a listing of its name, street address, and telephone number in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 3.1.2.E Speed Dial. The Subscriber may call pre-selected, pre-programmed telephone numbers by dialing a one or two-digit code.
- 3.1.2.F Call Return. The Subscriber may return the last call to the Customer's telephone number by dialing a one or two-digit code.
- 3.1.2.G Caller ID. This feature enables the customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls.

When Caller ID is activated on a customer's line, the CPN of incoming calls is displayed on the called CPE during the first long silent interval of the ringing cycle.

Per line blocking for the blocking of CPN will be available upon request, at no charge, to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers where an executive officer of the agency registers a need for blocking and provides the required certification of the Company: a) private, nonprofit, tax exempt, domestic violence intervention agencies and b) federal, state, and local law enforcement agencies. The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the customer by dialing an access code immediately prior to placing a call.

3.1 Resold Local Exchange Service (cont.)

3.1.1 Optional Service Features

3.1.2.G Caller ID. (cont.)

Line blocking customers can unblock their CPN information on a per call basis, at no charge, by dialing an access code (#82 on their Touch Tone pad or 1182 from a rotary phone) immediately prior to placing a call.

A customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (#67 on the Touch Tone pad or 1167 from a rotary phone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification customers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from Customer Owned Pay Telephone Service. If the Caller ID customer also subscribe to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

Any customer subscribing to Caller ID will be responsible for the provision of a display device which will be located on the customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-assisted calls.

3.1.2.H Voice Mail Feature which provides answering machine functions with remote accessibility when the customer is unable to answer incoming calls.

3.2 Long Distance Service

3.2.1 Prepaid Long Distance Service

The company's prepaid long distance service does not require a deposit, credit check, or billing procedures. Customers may purchase the prepaid long distance by contacting NOW or an authorized agent to purchase an amount of service in advance of use. The customer is provided with a toll-free access number, which when dialed from the customer's pre-determined telephone number, authenticates the account, informs the customer of the amount of time available for the call, and instructs the customer to enter the number to be dialed. If the customer calls from another location, the customer is asked to enter the PIN number assigned, and the same procedure is followed.

The various Programs set forth in Section 4 allow customers to choose the option best suited to their individual needs.

3.2.2 Inbound Service (8XX)

Inbound service is virtual banded inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the customer's location. Inbound services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.

3.2.3 Calling Card Service

The Company will offer traditional calling cards which allow customers to access the network via a toll free access number and PIN number.

3.3 Directory Listing Service

3.3.1 The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customers' main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange areas.

3.3.2 The Company may limit the length of any listing in the directory by the use of abbreviations when, in its sole discretion, the clearness of the listing or the identification of the Customer is not impaired thereby.

3.3.3 The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify Customer prior to withdrawing any listing which is found to be in violation of this subpart.

3.3.4 In order for listings to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

3.4 911 Emergency Service ("911 Service")

- 3.4.1 The Company is obligated to supply the E-911 service provider in the Company's service area (the E-911 service provider) with information necessary to update the E-911 database at the time the Company submits customer orders to the local exchange company whose service is being resold pursuant to these tariffs.
- 3.4.2 At the time the Company provides local basic service to a customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911.
- 3.4.3 The Company will be obligated to provide facilities to route calls from the end users to the proper PSAP. The Company recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.
- 3.4.4 The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity.
- 3.4.5 The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunction in 911 Service.
- 3.4.6 By dialing 911, the 911 Service calling party waives all privacy right afforded by non-listed and non-published Service to the extent that the Customer's telephone number, name, address associated with the originating station location are furnished to the Public Safety Answering Point.

4 RATES**4.1 Return Check Charge**

If the Company accepts a personal check from the Customer, the Customer will be charged \$15 dollars or the applicable statutory return check charge (if any), whichever is greater, whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn. The Company will not seek attorneys fees from customer for collection of nonpayment.

4.2 Reconnection Fee

A customer will be charged a fee of \$20.00 for restoration after suspension of service. If the Customer is reconnected after disconnection of service the Customer shall be assigned a new telephone number and shall pay a new Connection Fee \$69.99 (which includes the first month of service) prior to reconnection. Prior to any reconnection allowed under this Tariff the customer must pay any unpaid charges that are undisputed.

4.3 Promotions

Company may from time to time engage in special promotional service offerings designed to attract new customers or to promote existing services. Such promotional service offerings shall be subject to specific dates, time (not to exceed one year), and/or locations, and shall be subject to prior notification to and approval by the Commission.

4.4 Rates for Resold Local Exchange Services

4.4.1.A Non-Recurring Charges

Directory Listing	No Charge
Connection Fee – Basic	\$69.99
Connection Fee – All features *	\$79.99
Account Transfer to New Address	\$69.99
Change Existing Phone Number	\$22.50

Connection fees include first month of service; \$20 thereof waived and \$50 free long distance for customers transferring to NOW from competing carriers.

4.4.1.B Recurring Charges

Monthly Service – Basic	\$49.99
Monthly Service – All Features *	\$59.99
Directory Listing	No Charge

*Includes Caller ID Deluxe, Call Waiting Deluxe, Call Return, 3-way Calling, Anonymous Call Rejection, Call Trace, Call Selector, and Repeat Dialing.

Federal, state, and local taxes and surcharges are included in the monthly fee.

4.4.1.C Optional Features

4.4.1.C.1 Non-Recurring Charges

Csutome Feature Set Up Fee	\$20.00
----------------------------	---------

Optional features non-recurring charge is waived if customer orders at initiation of new service.

4.4.1.C.2 Recurring Charges

Call Waiting	\$5.00
Call Forwarding	\$5.00
Three Way Calling	\$5.00
Unpublished Number	\$5.00
Speed Dial	\$5.00
Call Return	\$5.00
Caller ID	\$10.00
Voice Mail	\$10.00

Issued:

Effective:

R. Scott Seab, Esq.
Vice President – Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

4.5 Lifeline Services

Applicants are eligible if they receive assistance from at least one of the following programs: Old Age Pension, Aid to the Blind, Aid to the Needy Disabled or are low income disabled persons who qualify to receive supplemental security income under the Federal Social Security Act, as amended.

The discount is available only to the qualifying customer's principle residence line.

A qualifying customer shall receive a reduction to their monthly tariffed residential local exchange access line rate and federal subscriber line charge of up to \$10.50.

4.6 Directory Assistance

Customers will have access to directory assistance only within the limitations imposed by the presence of the ILEC's toll restriction and billed number screening services.

A credit will be given for calls to Directory Assistance as follows:

- The Customer experiences poor transmission or is cut-off during the call; or
- The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify its Customer Service representative within 24 hours of occurrence. The Company does not provide directory assistance or access to directory assistance for Prepaid Local Service Customers.

4.7 Rates for Hearing or Speech Impaired

For properly certified hearing or speech impaired Subscribers who communicate via a TDD, the Company will issue upon request a credit for certain intrastate toll charges for calls made between TDDs. The credit will appear on the Customer's subsequent bill and will be equal to applying the Evening Rate during business day hours and Night/Weekend rate during the Evening rate period. Subscribers using TDDs with the assistance of the relay center will receive a credit equal to fifty percent (50%) of the rate for the applicable rate period. If either the Subscriber or the called party indicates that either party is both hearing and visually impaired, the call shall be discounted by twenty-five percent (25%) of the applicable rate. Such credit does not apply to surcharges on per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

4. RATES (Contd.)

4.8 Rates for Long Distance Service

Non-recurring charge: \$9.99

All long distance services are billed in full minute increments.

All domestic long distance, 800 and calling card calls (interstate and intrastate) apply against the base line minutes.

All plans are billed for one month in advance with additional usage being billed the following month.

4.8.1 Bronze Flat Rate Program

This monthly fixed rate program (\$9.99 per month) provides the registered telephone number with the following: 100 minutes of domestic US long distance calling minutes (for an effective rate of 9.9¢ per minute for long distance), a free calling card and a free 800 number if requested. The 800-number minutes along with Calling Card minutes can be applied against the base line of minutes at a ratio of 1.5 minutes per minute used. Additional rates for long distance minutes beyond the limit will be rated at 12¢ per minute. 800 and calling card minutes will be rated at 14¢ per minute, international calls will be rated on a per country basis and billed via credit card on a monthly basis.

4.8.2 Silver Flat Rate Program

This monthly fixed rate program (\$19.99 per month) provides the registered telephone number with the following: 290 minutes of domestic US long distance calling minutes (for an effective rate of 6.9¢ per minute for long distance), a free calling card and a free 800 number if requested. The 800-number minutes along with Calling Card minutes can be applied against the base line of minutes at a ratio of 2 minutes per minute used. Additional rates for long distance minutes beyond the limit will be rated at 10¢ per minute. 800 and calling card minutes will be rated at 12¢ per minute, international calls will be rated on a per country basis and billed via credit card on a monthly basis.

4.8.3 Gold Flat Rate Program

This monthly fixed rate program (\$29.99 per month) provides the registered telephone number with the following: 615 minutes of domestic US long distance calling minutes, a free calling card and a free 800 number if requested. The 800-number minutes along with Calling Card minutes can be applied against the base line of minutes at a ratio of 2.4 minutes per minute used. Additional rates for long distance minutes beyond the limit will be rated at 10¢ per minute. 800 and calling card minutes will be rated at 12¢ per minute, international calls will be rated on a per country basis and billed via credit card on a monthly basis.

4.8.4 Platinum Flat Rate Program

This monthly fixed rate program (\$49.99 per month) provides the registered telephone number with the following: 1285 minutes of domestic US long distance calling minutes, a free calling card and a free 800 number if requested. The 800-number minutes along with Calling Card minutes can be applied against the base line of minutes at a ratio of 3 minutes per minute used. Additional rates for long distance minutes beyond the limit will be rated at 10¢ per minute. 800 and calling card minutes will be rated at 12¢ per minute, international calls will be rated on a per country basis and billed via credit card on a monthly basis.

Issued:

Effective:

R. Scott Seab, Esq.
Vice President – Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

4. RATES (Contd.)

4.8.5 Calling Card Service

10¢ - 14¢ per minute depending on plan plus any applicable FCC charges for all domestic calls. Applicable international rates apply on a per country basis.

4.8.6 Inbound 8XX Service

Traditional inbound 8XX service will be provided at a North American rate of 10¢ - 14¢ per minute based upon the plan offered with. A free 8XX number will be provided for all customers who request one.

4.9 Miscellaneous One-Time Fees

For any incidental charges which appear on the Company's billing from the ILEC (e.g., directory assistance, call trace, etc.), the charges are rendered to the Customer plus a handling charge equal to the incidental charge.

4.10 IntaLATA Toll Dialing Parity

Through an interconnection agreement with Qwest, NOW is a switchless reseller of Qwest's local exchange telecommunications services. NOW's services are provided on a prepaid basis only. All 1+ long-distance traffic on NOW's system is blocked per subscriber agreement. The only way a subscriber may make a long-distance call is to dial a toll-free number, e.g., 1-800 or 1-888, with a prepaid calling system, or have a direct billing arrangement with a 1+ long distance services company. A NOW subscriber may use any carrier's long-distance service, but they must dial a toll-free number in order to access the long-distance carrier's service. NOW permits its subscribers to use any long-distance provider's prepaid card system. A NOW subscriber will dial the same number of digits for any such prepaid long-distance card.

5 LOCAL EXCHANGE SERVICE AREAS

The Company provides resold local exchange service in every area in which Qwest is authorized to provide such service. Qwest has filed maps of its operating areas with the Commission. The Company concurs in those operating areas and maps and incorporates them herein by reference.

Issued:

R. Scott Seab, Esq.
Vice President - Regulatory Affairs
711 South Tejon Street, Suite 201
Colorado Springs, CO 80903

Effective:

EXHIBIT G

SAMPLE BROCHURE

Now You're Talking™



There is a new way to have complete residential and long distance telephone service!

- **NOW Communications** offers prepaid residential and long distance telephone service
- **No Hassles.** Purchase your **NOW** card and call us for residential or long distance service without having a background check or regardless of any past due bills with another phone company.

• **Life's Inevitably 9-1-1** and other emergency services are only a phone call away. **NOW** service includes 9-1-1 calling in communities where that service is available.

• **It's Simple.** Stop by and see a **NOW** authorized agent and learn how simple it is to have a phone.

FULL SERVICE

NOW Communications offers its customers a full range of residential telephone service. Look at the features you can add to your basic residential phone service when you choose **NOW Communications**.

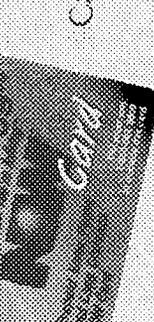
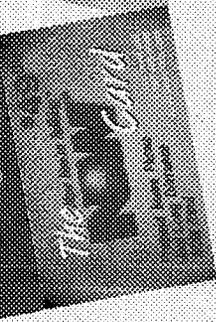
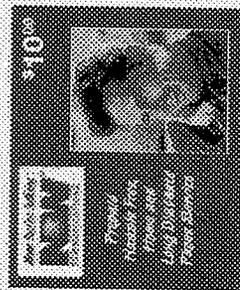
- Call Waiting
- Call Forwarding
- Call Return
- Three-way Calling
- Caller ID-Deluxe
- Voice Mail
- Speed Dial
- Non-published No

Now You're Talking™



The NOW Card:

- Easy to use
- Secure
- Five convenient denominations
- The answer to home phone and long distance opportunities



Now You're Talking™



FACT 1 If I choose **NOW Communications**, will the sound quality be as good as other companies?

YES! Just like long distance companies, **NOW** companies actually share the same lines and equipment.

FACT 2 Can I make long distance calls?

YES! You can purchase prepaid long distance service from **NOW Communications**.

FACT 3 I want phone service - how do I get started?

Simple! Call the authorized **NOW** Agent nearest you, purchase your **NOW** card and follow the instructions on the card. To learn more about the service and the location of an authorized **NOW** representative, call us at 1-888-565-1011.

Why not do it **NOW** and you will have a phone in your home.

Call **NOW Communications**

1-888-565-1011

NO PHONE SERVICE?

Problem with a paid but phone bill? Phone service been disconnected? Credit problems? Too many PERSONAL Questions?

With **NOW Communications** your problems are over and your privacy is assured. **NOW** you can have a phone without deposits, credit checks or answering personal questions.

There is no reason to go without a phone any longer. If you are living in an area served by **NOW** you can have your service connected!

NOW you have the answer!

NOW You're Talking's

- **NOW** has the right way to have pre-paid residential and long distance service.
- Thousands of customers have their phone service again thanks to **NOW**.
- The protection and security of a phone with access to 911, where available.
- Call **NOW** or visit one of our convenient Authorized Agents in your neighborhood.
- Use the **NOW Card** to activate your phone service!

HOW TO USE THE NOW CARDS

\$5, \$10, and \$20

Use this card to:

- Pay for additional features.
- Pay for adding additional features.
- Purchase Long Distance.
- Pay for additional features when establishing new service.

\$49

Use this card to pay your monthly service bill.

\$69

Use this card to pay your competition fee and first month's service.

- Make sure you know your physical address.
- Know your previous phone number or neighbor's phone number.
- Your home is wired for phone service.
- You are in a area served by **NOW**.
- Call the **NOW** Customer Service number on back of this card.
- Keep your card as a receipt until you get your first bill.

Five Easy Questions

Take a moment and answer the following questions before you call.

- 1 **Your name:** _____
- 2 **Physical (street) address:**
 City _____ State _____ Zip _____
 Apt. Name: _____ # _____
- 3 **Mailing address (if different):**
 City _____ State _____ Zip _____
- 4 **Your old phone number or nearest neighbor's phone number:**
 Is this: Your previous number Neighbor's number
- 5 **Check (✓) the following features desired:**

<input type="checkbox"/> Call Waiting	\$5.00
<input type="checkbox"/> Call Return	\$5.00
<input type="checkbox"/> Speed Dial	\$5.00
<input type="checkbox"/> Call Forwarding	\$5.00
<input type="checkbox"/> Three-way Calling	\$5.00
<input type="checkbox"/> Inside Wiring Maintenance	\$5.00
<input type="checkbox"/> Non-published No.	\$5.00
<input type="checkbox"/> Caller ID Deceive	\$10.00
<input type="checkbox"/> Voice Mail	\$10.00

Now You're Talking
NOW
 Prepaid
 Hassle-Free
 Home and
 Long Distance
 Phone Service

The Now You're Talking
NOW
 Card

Prepaid Home Phone
 and Long Distance
 NOW Card

\$69.00

Now You're Talking™

NOW
 COMMUNICATIONS

Put A Phone In Your Home™

"We want to be your Phone Company"

1-888-563-1011

Call now

EXHIBIT H

CERTIFICATE OF SERVICE
NOTICE TO LOCAL CARRIERS IN PROPOSED SERVICE AREA
SERVICE LIST

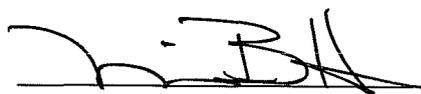
CERTIFICATE OF SERVICE

On behalf of NOW Communications of South Dakota, Inc., the undersigned hereby certifies that the attached Notice of Filing was served on all local exchange companies holding a certificate of authority to provide local exchange service in the geographic area where the Applicant seeks to provide local exchange service in compliance with Public Utilities Article §20:10:32:04 and SDCL §49-31-70. Such Notice was distributed via US Mail to the companies listed in the attached Service List at their last known address.

Dated May 9th, 2002.

**NOW COMMUNICATIONS OF SOUTH
DAKOTA, INC.**

By:



Monica Borne Haab
Nowalsky, Bronston & Gothard
3500 N. Causeway Blvd.
Suite 1442
Metairie, Louisiana 70002

ATTORNEY FOR APPLICANT

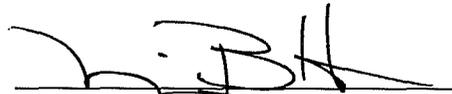
**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE APPLICATION OF **NOW**)
COMMUNICATIONS OF SOUTH DAKOTA, INC. FOR A)
CERTIFICATE OF AUTHORITY TO PROVIDE)
INTEREXCHANGE AND LOCAL EXCHANGE)
TELECOMMUNICATIONS SERVICES IN SOUTH DAKOTA)

Docket No. _____

NOTICE OF FILING

You are hereby notified that NOW Communications of South Dakota, Inc. has filed an Application for Issuance of Certificate of Authority to provide interexchange and local exchange telecommunications services within the service areas of Qwest Corporation, f/k/a US WEST Communications, Inc. ("Qwest") within the State of South Dakota. The Applicant seeks authority to provide resold interexchange services and local exchange services via a combination of resale and the purchase of local exchange carrier network elements (UNE).



Monica Borne Haab
Nowalsky, Bronston & Gothard
3500 N. Causeway Blvd.
Suite 1442
Metairie, LA 70002
Ph. (504) 832-1984
E-Mail: mhaab@nbglaw.com

Dated: May 9th, 2002

SOUTH DAKOTA INCUMBENT LOCAL EXCHANGE COMPANIES AFFECTED

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Colleen Sevoid
125 South Dakota Ave.
Sioux Falls, SD 57194

SOUTH DAKOTA COMPETITIVE LOCAL EXCHANGE COMPANIES

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Adelphia Business Solutions Operations, Inc.
Terry Romine, Director of Legal and Regulatory Affairs
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Tom Burke
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Clifford G. Rudolph, CEO
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Concert Communications Sales LLC
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Basking Ridge NJ 07920

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Dhruv Khanna, VP & General Counsel
2330 Central Expressway
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DSLnet Communications, LLC
Alan Bolduc, Vice President
545 Long Wharf Drive, Fifth Floor
New Haven CT 06511

Easton Telecom Services Inc.
Robert Mocas, President
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Richfield OH 44286

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Vienna VA 22182

Jerry G. Kirby, Tariff Manager
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Dallas TX 75231

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Wes Minella
Excel Telecommunications, Inc.
Joel Ballew, Director of Regulatory Affairs
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FairPoint Communications Solutions Corp.
Michael Kent, Sr. Manager of Regulatory Affairs
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Charlotte NC 28210

FiberComm, L.C.
Dennis L. Carlson, CEO
P. O. Box 603
LeMars IA 51031-0603

GLD, Group Long Distance, Inc.
Sam Hitner, Secretary
400 E. Atlantic Blvd.
Pompano Beach FL 33060-6200

Global TeleLink Services, Inc. d/b/a
South Dakota GTS
Tom McLean
1455 Old Alabama Road, Suite 100
Roswell GA 30076

HickoryTech Long Distance
Bill VanderSluis, Director of Regulatory Affairs
221 East Hichory Street
Mankato MN 56001

HJN Telecom, Inc.
3235 Satellite Boulevard, Building 400, Suite 300
Duluth GA 30096

Integra Telecom of South Dakota, Inc.
Karen J. Johnson, Corporate Regulatory Attorney
19545 NW Von Neumann Drive, Suite 200
Beaverton OR 97006

Ionex Communications North, Inc.
Kenneth J. Meister, CFO
5710 LBJ Freeway, Suite 215
Dallas TX 75240

IPVoice Communications, Inc.
Julie Bahavar, Controller
7585 E. Redfield Road, Suite 202
Scottsdale AZ 85260-6938

KMC Data, LLC
Michael Duke, Director--Government Affairs
KMC Telecom Holdings, Inc.
1755 North Brown Road
Lawrenceville GA 30043

KMC Telecom V, Inc.
Tricia Breckenridge, Vice President
Business Development
1755 North Brown Road
Lawrenceville GA 30043

LCI International Telecom Corp d/b/a Qwest Communications Services
Carol P. Kuhnaw, Manager
8180 Greensboro Drive, Suite 800
McLean VA 22102

Level 3 Communications, LLC
William P. Hunt III, Regulatory Counsel
1450 Infinite Drive
Louisville CO 80027

Maxcess, Inc.
Daniel H. Webb, Chief Technology Officer
100 W. Lucerne Plaza, Suite 550
Orlando FL 32801

MCImetro Access Transmission Services, Inc.
Randee Klindworth, Tariff Administrator
8521 Leesburg Pike
Vienna VA 22182

MCI Telecommunications
9140 West Dodge Road, Suite 285
Omaha NE 68114

MCI WorldCom Communications, Inc.
Leigh Ann Cox, Mgr Regulatory Analysis
500 Clinton Center Drive
Clinton MS 39056-563010

McLeodUSA Telecom Development, Inc.
William Heaston, Esq.
5100 S McLeod Lane
Sioux Falls SD 57108

McLeodUSA Telecommunications Services, Inc.
William Heaston, Esq.
5100 S McLeod Lane
Sioux Falls SD 57108

Metromedia Fiber Network Services, Inc.
Stephen A. Garofalo, Chairman & CEO
360 Hamilton Avenue
White Plains NY 10601

Midcontinent Communications, Inc.
W. Tom Simmons
5001 West 41st Street
Sioux Falls SD 57104-1424

Midstate Telecom, Inc.
Mark D. Benton
120 East 1st Street
Kimball SD 57355

MVX.COM Communications, Inc. d/b/a Quantum Shift, Inc.
Edward A. Brinskele, President
100 Rowland Way, Suite 145
Novato CA 94945

New Access Communications LLC
Steven C. Clay, President
120 South 6th Street, Suite 950
Minneapolis MN 55402

New Edge Network, Inc. d/b/a New Edge Networks
Stacey Waddell
3000 Columbia House Blvd, Suite 106
Vancouver WA 98661

NewPath Holdings, Inc.
Mick Herke, Executive Vice President
4364 114th Street
Des Moines IA 50322-5408

Northern Valley Communications, LLC
Doug Eidahl, CEO
PO Box 320
Groton SD 57445

NOS Communications, Inc.
Glenn Stockton, Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas NV 89121

NTERA, Inc.
Engin Yesil, President
1020 N.W. 163rd Drive
Miami FL 33169

Pathnet, Inc.
Richard A. Jalkut, President & CEO
11720 Sunrise Valley Drive
Reston VA 20141-1413

Premier Communications Group
Geoffrey May, President
10000 E. Geddes Avenue, Suite 100
Englewood CO 80112

Premiere Network Services, Inc.
Leo A. Wrobel, President and CEO
1510 N. Hampton Road, Suite 120
DeSoto TX 75115

Quintelco, Inc.
Claudia Newman-Hirsch, Executive VP
1 Blue Hill Plaza, Suite 1430
Pearl River NY 10965

ServiSense.Com, Inc.
Christopher McKeown, President/CEO
180 Wells Avenue, Suite 450
Newton MA 02459-3302

Sprint Communications Company L.P.
Julie Thomas Bowles
8140 Ward Parkway
Kansas City MO 64114

1-800-Reconex, Inc.
Todd M. Meislahn, President
2500 Industrial Avenue
P O Box 40
Hubbard OR 97032

Talk America Inc.
Daniel Borislow, CEO
6805 Route 202
New Hope PA 18938

TeleCents Communications, Inc.
Jeffrey P. Lauzon, President
8615 Richardson Road, Suite 200
Walled Lake MI 48390

Telera Communications, Inc.
Jerry Davis
910 East Hamilton Ave., Suite 200
Campbell CA 95008

Telcor Inc.
Kerri Bumgardner, VP Customer Network Operations
100 West Harrison, Suite S200
Seattle WA 98119-4191

360Networks (USA) inc.
David Love, Senior Vice President
12101 Airport Way
Broomfield CO 80021

VarTec Telecom, Inc.
Kevin Allen, Manager, Regulatory Affairs
1600 Viceroy Drive
Dallas TX 75235

Western CLEC Corporation d/b/a Business Services by Cellular One
Gene DeJordy, Esq.
Director-Regulatory Affairs
2001 NW Sammamish Road
Issaquah WA 98027

Williams & Company Communications, Inc.
Harlan E. Crouch, President
P.O. Box 9400
Sioux City IA 51102-9400

Z-Tel Communications, Inc.
Timothy Seat, Vice President Regulatory Affairs
601 South Harbour Island Boulevard, Suite 220
Tampa FL 33602

Sprint Payphone Services, Inc.
Donald Low
8140 Ward Parkway - 5E
Kansas City MO 64114

CONFIDENTIAL

1

NOW COMMUNICATIONS, INC. 7-98
711 S. TEJON, STE. 201 PH. 719-633-3059
COLORADO SPRINGS, CO 80903

82-346/1070
10202428

No. 1405

DATE 5/8/02

Pay to the order of SD PUC
two hundred fifty & no/100

\$ 250.⁰⁰

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Emboss on Back.

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155 LAKE AVENUE (719) 633-2695
501 SOUTH TEJON
COLORADO SPRINGS, CO 80906

MEMO fishing fee

[Signature]

MP

⑆ 107003463⑆ 10 202428 1405

ANTIQUE

3 DELINE WALLET OR DUPLICATE

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of May 9, 2002 through May 15, 2002

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

CONSUMER COMPLAINT

CT02-016 In the Matter of the Complaint filed by Betty Anderson, Spearfish, South Dakota, against Network Communications International Corp. Regarding Unauthorized Billing for Services.

Complainant states that she is being billed for collect calls that she did not make or accept. Complainant believes that the company is a scam and is billing her for bogus charges. She requests that the charges be removed.

Staff Analyst: Mary Healy
Staff Attorney: Kelly Frazier
Date Docketed: 05/09/02
Intervention Deadline: N/A

CT02-017 In the Matter of the Complaint filed by Quality Inn, Rapid City, South Dakota, against McLeodUSA Telecommunications Services, Inc. Regarding Failure to Provide Service.

Complainant states that in July 2000, it agreed to switch its business service from Qwest to McLeod. On July 19, 2000, at approximately 3:00 a.m. Complainant found that it had no telephone service because McLeod did not have the same switch date as Qwest. Qwest restored Complainant's service at approximately 12:00 p.m. on July 19th. The Complainant's service was then scheduled to switch to McLeod on August 15, 2000. At approximately 6:00 a.m. Qwest disconnected Complainant's service but the service was not connected with McLeod. Qwest restored Complainant's service at approximately 9:00 p.m. Complainant then met with Larry Selensky, McLeod Representative, to discuss the problem. Larry stated that the Complainant would receive a \$3,000.00 credit for all of its trouble and assured the Complainant that the switch scheduled on December 8, 2000 would go smoothly. On November 30, 2000, Complainant's service was disconnected by Qwest at 10:30 a.m. When McLeod was unable to connect service, Qwest restored the Complainant's service on December 1, 2000, at approximately 3:00 p.m. Complainant's service was never switched to McLeod. Complainant requests that it be reimbursed for vendor bills, employee wages and lost revenue in the amount of \$5,949.01.

Staff Analyst: Mary Healy
Staff Attorney: Karen Cremer
Date Docketed: 05/15/02
Intervention Deadline: N/A

TELECOMMUNICATIONS

TC02-044 In the Matter of the Application of NOW Communications of South Dakota, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications and Local Exchange Services in South Dakota.

NOW Communications of South Dakota, Inc. is seeking a Certificate of Authority to provide interexchange and local exchange telecommunications services in South Dakota. NOW intends to offer services to residential customers with poor or no credit history who are often unable to obtain local exchange services from the ILEC. The applicant intends to provide interexchange service on a resale basis and local exchange service via resale and the purchase of local exchange carrier network elements (UNE).

Staff Analyst: Heather Forney
Staff Attorney: Kelly Frazier
Date Docketed: 05/10/02
Intervention Deadline: 05/31/02

TC02-045 In the Matter of the Filing for Approval of a Wireline Adoption Interconnection Agreement and Concurrent Amendment to the Agreement as it is Adopted between ICG Telecom Group, Inc. and Qwest Corporation.

On May 7, 2002, the Commission received for approval a Filing of Wireline Adoption Interconnection and Concurrent Amendment to that Agreement as it is adopted between ICG Telecom Group, Inc. (ICG) and Qwest Corporation (Qwest). According to the parties, the Agreement is a negotiated agreement whereby ICG chooses to adopt, in its entirety, the terms and conditions of the Interconnection Agreement and any associated amendments, if applicable, between Sprint Communications Company and Qwest f/k/a U S WEST Communications, Inc., which was approved by the Commission on November 13, 2001, in Docket No. TC01-151. The filing also includes a Bill and Keep Amendment to the Interconnection Agreement between ICG and Qwest which adds terms, conditions and rates for Bill and Keep as set forth in Attachment 1 and Exhibit A, which is attached to the Amendment. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than May 28, 2002. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 05/07/02
Initial Comments Due: 05/28/02

TC02-046 In the Matter of the Filing for Approval of Transfer of Certificate of Authority from One Call Communications, Inc. to OCMC, Inc.

On May 14, 2002, the Commission received an application to transfer the certificate of authority from One Call Communications, Inc. to OCMC, Inc. OCMC, Inc. purchased the assets of One Call Communications, Inc.'s operator services and long distance divisions.

OCMC will lease lines from Qwest, MCIWorldcom and Sprint. They will contract with operators to handle the calls and OCMC will handle the billing.

Staff Analyst: Michele Farris
Staff Attorney: Kelly Frazier
Date Docketed: 05/14/02
Intervention Deadline: 05/31/02

TC02-047 In the Matter of the Filing for Approval of Disaggregation of Federal Universal Service Support by Kennebec Telephone Company.

On May 14, 2002, a proposed Universal Service Support Disaggregation plan was submitted by Kennebec Telephone Company (Kennebec) in accordance with 47 C.F.R. Section 54.315. Kennebec has selected Path 2 as described in Section 54.315(c).

Staff Analyst: Harlan Best
Staff Attorney: Karen Cremer
Date Docketed: 05/14/02
Intervention Deadline: 05/31/02

TC02-048 In the Matter of the Filing for Approval of Disaggregation of Federal Universal Service Support by Roberts County Telephone Cooperative Association.

On May 14, 2002, a proposed Universal Service Support Disaggregation plan was submitted by Roberts County Telephone Cooperative Association (Roberts County) in accordance with 47 C.F.R. Section 54.315. Roberts County has selected Path 2 as described in Section 54.315(c).

Staff Analyst: Harlan Best
Staff Attorney: Karen Cremer
Date Docketed: 05/14/02
Intervention Deadline: 05/31/02

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

TC02-044

NOW COMMUNICATIONS, INC.

R. SCOTT SEAB, ESQ.
VICE PRESIDENT
REGULATORY AFFAIRS

REGULATORY OFFICES
711 SOUTH TEJON STREET, SUITE 201
COLORADO SPRINGS, CO 80903

TELEPHONE (719) 633-3059
FACSIMILE (719) 623-0287
EMAIL: rss@nowcommunications.com

September 23, 2002

RECEIVED

SEP 24 2002

South Dakota Public Utilities Commission
Ms. Heather Forney
State Capitol Building
500 E Capitol Avenue
Pierre, SD 57501-5070

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Re: Application of NOW Communications of South Dakota, Inc. for a Certificate of Authority to Provide Resold Local Exchange and Interexchange Services

Dear Ms. Forney:

Enclosed please find the \$25,000 bond required to complete NOW's application to provide telephone services in South Dakota.

Please do not hesitate to contact me if any additional information is required.

Sincerely,



TC02-044

RECEIVED

SEP 24 2002

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

INDEMNITY BOND
To the
PEOPLE OF THE STATE OF SOUTH DAKOTA

Bond No. 103282337

We, Now Communications, Inc. the principal and applicant for a CERTIFICATE OF AUTHORITY to resell long distance telecommunications services within the State of South Dakota, and Travelers Casualty and Surety Company of America as an admitted surety insurer, bind ourselves unto the Public Utilities Commission of the State of South Dakota and the consumers of South Dakota as Obligees, in the sum of Twenty Five Thousand (\$25,000.00).

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

This bond shall take effect as of the date hereon and shall remain in force and effect until the surety is released from liability by the written order of the Public Utilities Commission, provided that the surety may cancel this Bond and be relieved of further liability hereunder by delivering thirty (30) days written notice to the Public Utilities Commission. Such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of said thirty (30) day period. Dated this 15th day of August, 2002 To be effective this 15th day of August, 2002

Original bond is in Aldine's bottom desk drawer.

NOW COMMUNICATIONS, INC.

By: *Larry W. Seab*
Larry W. Seab, President

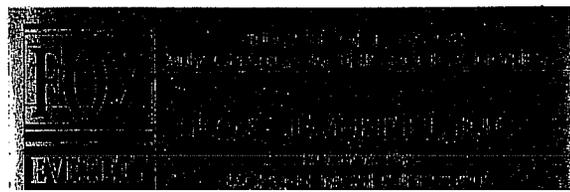
Travelers Casualty and Surety Company of America

By: *Anita Johnson*
Anita Johnson, Attorney-in-Fact

Countersigned this 15th day of, August 2002
Holmes Murphy

By *Brad J. Messerli*
Brad J. Messerli, Resident Agent

600 S. Cliff Avenue, Suite 108
Sioux Falls, SD 57104-5320
ph: 605-336-1090/fax: 605-336-8365



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062
TRAVELERS CASUALTY AND SURETY COMPANY OF ILLINOIS
Naperville, Illinois 60563-8458

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, and TRAVELERS CASUALTY AND SURETY COMPANY OF ILLINOIS, a corporation duly organized under the laws of the State of Illinois, and having its principal office in the City of Naperville, County of DuPage, State of Illinois, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: John F. Anderson, Jr., Betsy P. Clarke, Anita Johnson * *

of Jackson, MS, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated the following instrument(s):

by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto

*not exceeding the sum of FIVE HUNDRED THOUSAND (\$500,000,00) DOLLARS **

and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY, FARMINGTON CASUALTY COMPANY and TRAVELERS CASUALTY AND SURETY COMPANY OF ILLINOIS, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

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

**IN THE MATTER OF THE APPLICATION OF
NOW COMMUNICATIONS OF SOUTH
DAKOTA, INC. FOR A CERTIFICATE OF
AUTHORITY TO PROVIDE INTEREXCHANGE
TELECOMMUNICATIONS AND LOCAL
EXCHANGE SERVICES IN SOUTH DAKOTA**

**ORDER GRANTING
CERTIFICATE OF
AUTHORITY**

TC02-044

On May 10, 2002, in accordance with SDCL 49-31-3, ARSD 20:10:24:02 and ARSD 20:10:32:02, the Public Utilities Commission (Commission) received an application for a certificate of authority from NOW Communication of South Dakota (NOW).

NOW proposes to offer services to residential customers with poor or no credit history who are often unable to obtain local exchange services from the ILEC. The applicant intends to provide interexchange service on a resale basis and local exchange service via resale and the purchases of local exchange carrier network elements (UNE). A proposed tariff was filed by NOW.

On May 16, 2002, the Commission electronically transmitted notice of the filing and the intervention deadline of May 31, 2002, to interested individuals and entities. No petitions to intervene or comments were filed and at its October 17, 2002, meeting, the Commission considered NOW's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to rural safeguards, and subject to a continuous \$25,000 surety bond. Commission staff further recommended a waiver of ARSD 20:10:24:02(08) and 20:10:32:03(11).

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3 and 49-31-69 and ARSD 20:10:24:02, 20:10:24:03 and 20:10:32:03. The Commission finds that NOW has met the legal requirements established for the granting of a certificate of authority. NOW has, in accordance with SDCL 49-31-3 and 49-31-71, 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 subparagraph (8) of ARSD 20:10:24:02 and subparagraph (11) of ARSD 20:10:32:03.

The Commission approves NOW's application for a certificate of authority, subject to rural safeguards, and subject to a continuous \$25,000 surety bond. The certificate of authority of NOW shall authorize it to offer local exchange services in South Dakota, except those in areas served by a rural telephone company. In the future, should NOW choose to provide local exchange services in an area served by a rural telephone company, NOW will have to come before the Commission in another proceeding before being able to provide local service in that rural service area pursuant to 47 U.S.C. 253(f), which allows

the Commission to require a company that seeks to provide service in a rural service area to meet the requirement in 47 U.S.C. 214(e)(1) for designation as an eligible telecommunications carrier. In addition, the granting of statewide certification will not affect the exemptions, suspensions, and modifications for rural telephone companies found in 47 U.S.C. 251(f). It is therefore

ORDERED, the NOW's application for a certificate of authority to provide interexchange telecommunications services and local exchange services is granted subject to a continuous \$25,000 surety bond; and it is

FURTHER ORDERED, that NOW shall file informational copies of tariff changes with the Commission as the changes occur; and it is

FURTHER ORDERED, that the Commission shall authorize NOW to offer its local exchange services in South Dakota, except in those areas served by a rural telephone company; and it is

FURTHER ORDERED, that the Commission waives subparagraph (8) of ARSD 20:10:24:02 and subparagraph (11) of ARSD 20:10:32:03.

Dated at Pierre, South Dakota, this 31st day of October, 2002.

CERTIFICATE OF SERVICE
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by first class mail, in properly addressed envelopes, with charges prepaid thereon.
By: <u>Helaine Kolbo</u>
Date: <u>10/31/02</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Robert K. Sahr
ROBERT K. SAHR, 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. TC02-044

This is to certify that

NOW COMMUNICATIONS OF SOUTH DAKOTA, INC.

is authorized to provide interexchange telecommunications services,
including local exchange services in nonrural areas in South Dakota.

This certificate is issued in accordance with SDCL 49-31-3 and 49-31-69
and ARSD 20:10:24:02 and 20:10:32:03, 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 31st day of October, 2002.

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**



James A. Burg

JAMES A. BURG, Chairman

Pam Nelson

PAM NELSON, Commissioner

Robert K. Sahr

ROBERT K. SAHR, Commissioner