

TC02-099

3U TELECOM INC.

2654 W. Horizon Ridge Pkway
Suite B5-143
Henderson, NU 89052
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info@3utelecom.com

3U TELECOM INC. • 2654 W. Horizon Ridge Pkway • Suite B5-143 • Henderson, NU 89052

Public Utilities Commission
Capitol Building, 1st floor
500 East Capitol Avenue
Pierre, SD 57501-5070

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AUG - 2 2002

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Henderson, July 31, 2002

Subject: application for a certificate of authority for interexchange servicee

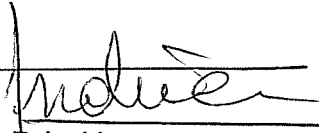
Dear Ms. or Mr.,

Please find enclosed all required information from our company to apply for a certificate of authority in order to resell interexchange service and the filing fee of \$250.

Please feel free to contact me at the number above should you need any more information.

Regards,

3U TELECOM INC.


Herve R. Andrieu
Vice-President



The company

3U TELECOM INC
1802, N Carson St
Suite 212-2683
Carson City, NV 89701
Tel: (702) 260 4399
Fax: (702) 260 9143
Web: <http://www.3utelecom.com>
e-mail: info@3utelecom.com

Corporate information

3U TELECOM INC. is incorporated in the state of Nevada since march 27, 2002. A copy of its certificate of authority to transact business in South Dakota is attached to this application.

3U TELECOM INC does not have an office in the state of South Dakota. The address of its registered agent is :

Marilyn Person
819 W. 3rd road
Pierre, SD 57501

List of owners

Johannes Gottschalk
President
Owner: 15%
1131, Majestic Canyon St
Henderson, NV 89052

Herve R Andrieu
Vice-President
Owner: 15%
1131, Majestic Canyon St
Henderson, NV 89052

3U TELECOM AG
Parent company
Owner: 70%
Mergenthalerallee 79-81
65760 Eschborn
Germany



Description of the service

3U TELECOM INC. is a subsidiary of 3U TELECOM AG, a European long distance telephone company with service in 6 countries and over one million customers. The parent company is profitable and publicly traded on the Neuer Markt in Frankfurt.

As part of 3U TELECOM's international development, 3U TELECOM INC. wants to offer to business and residential customers, in the entire state of South Dakota, a direct long distance telephone service at very low rates, with fair second-by-second billing increment and no call setup fee.

3U TELECOM's service will also have no monthly fee and no minimum usage.

Customers subscribed to 3U TELECOM will be able to use our service for all their long distance calls (intrastate, interstate and international). The service will only be available through presubscribed access (PIC) and not through dial around or dial through codes. The service is post-paid, meaning that customers will receive a monthly detailed bill (through mail or email) that has to be paid by credit-card, electronic funds transfer or check.

3U TELECOM's aim is to convince our customers by our outstanding rates, and to earn their loyalty, by means of our technical performance. When our customers have questions or queries, 3U TELECOM will handle them unbureaucratically and without delay.

Technical means

To provide its services, 3U TELECOM INC. will rely on Global Crossing and Qwest networks. The service provided by 3U TELECOM INC. will be a resell of Global Crossing and Qwest interexchange services, and will be billed by 3U TELECOM INC.

The service will be provided statewide in South Dakota.

Financial statement

3U TELECOM INC. is a new corporation and does not have yet financial statements to provide. However, attached to this application is the annual report of our parent company 3U TELECOM AG that will financially support 3U TELECOM INC. as long as needed.

Tariff

A tariff is attached to this application.



Contact information for complaints and regulatory matters

Herve R Andrieu
Vice President
1802, N Carson St
Suite 212-2683
Carson City, NV 89701
Tel: (702) 260 4399
Fax: (702) 260 9143
e-mail: andrieu@3u.net

Our customers can phone us toll free at 1 800 97 ASK 3U or fax us toll free at 1 800 95 FAX 3U. They can also send us e-mail at info@3utelecom.com

3U TELECOM INC. will handle itself its customers billing through its own billing system. Call Detail Records will be kept on the company's servers.

Concerning, service and billing complaints, they should be received by e-mail, phone or fax. Concerning service complaints, if the problem can not be solved immediately by phone with the customer (explanations of the service) 3U TELECOM INC will immediately contact its underlying carriers (Global Crossing, Qwest) for service correction. The problem should be solved in 1 business day. Concerning billing complaints, 3U TELECOM will check the Call Detail Records to verify if there is a mistake in the customer's bill. This verification should be done within 1 business day. If the customer is not satisfied with explanations and/or verifications, 3U TELECOM INC will notify him that he may seek assistance from the commission.

Other applications

3U TELECOM INC. is not yet registered or certified to provide telecommunications services in any state, but is in the process to apply in all the United States. Our company already has applications pending in Florida, Idaho, Illinois, Indiana, Massachusetts, Maryland, Montana, Nevada, New York State, Oregon and Texas. No application or certification has ever been denied in any state.

Marketing

3U TELECOM INC. will sell its services through Internet to business and residential customers. 3U TELECOM's aim is to convince our customers by our outstanding rates and our unique „per second“ billing, and to earn their loyalty, by means of our technical performance. In Europe, over 1 million customers chose to use 3U TELECOM thanks to word of mouth. 3U TELECOM INC. will have some agents distributing its services, but will not engage in any multilevel marketing.



Cost support

3U TELECOM INC. buys intrastate minutes at a rate of \$0.1656 from Global Crossing and resells it for \$0.169. 3U TELECOM INC. buys directory assistance service at \$0.42 per call and resells it for \$0.99 per call.

Federal Tax Identification Number

71-0874698

Slamming or cramming

No complaints were filed against 3U TELECOM INC with any state or federal regulatory commission regarding the unauthorized switching of a customer's telecommunications provider and the act of charging customers for services that have not been ordered. No such complaints were filed in Europe where 3U TELECOM AG has over 1 million customers.



Title sheet**South Dakota Telecommunications Tariff**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunications services provided by 3U TELECOM INC., ("3U Telecom") with principal office at 1802 N. Carson Street, Suite 212-2683, Carson City, NV 89701. This tariff applies for services furnished within the state of South Dakota. This tariff is on file with the Public Utilities Commission of South Dakota, and copies may be inspected, during normal hours, at the company's principal place of business.

Issued : August 2, 2002

By:

Herve R Andrieu
1802, N Carson Street
Suite 212-2683
Carson City, NV 89701

Effective: _____

Check sheet

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of this page.

Sheet	Revision
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
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25	Original
26	Original
27	Original
28	Original

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Symbols sheet

D – Delete or discontinue

I – Change resulting in an increase to a customer's bill

M – Moved from another tariff location

N – New

R- Change resulting in a reduction to a customer's bill

T – Change in text or regulation but no change in rate or charge

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Tariff format sheets

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

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the SDPUC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc, the SDPUC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

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

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

D. Check Sheets - When a tariff filing is made with the SDPUC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the SDPUC.

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Section 1 – Technical terms and abbreviations

Access Line - An arrangement which connects the customer's location to the Company's network switching center.

Authorization Code – A pre-defined series of number to be dialed by the customer or End-User upon access to the Company's system to notify the caller and validate the caller's authorization to use the assigned services provided. The customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Company or Carrier – 3U TELECOM INC.

Commission – Commission refers to the South Dakota Public Utilities Commission or any succeeding agency.

Customer - the person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

DUC – DUC stands for Designated Underlying Carrier.

End User – End User is the person or legal entity which uses the service provided by the Company.

LEC – LEC stands for Local Exchange Carrier.

State - State refers to the state of South Dakota.

Subscriber – The Subscriber is a person or any entity which subscribes to the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

Underlying Carrier – “Underlying Carrier” refers to any inter-exchange carrier that provides national and/or international services resold by the Company pursuant to this Tariff.

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Section 2 – Rules and regulations

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Company for telecommunications between points within the State of South Dakota. Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 Company's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS), switch network services, private lines and Wide Area Telecommunications Services (WATS) of underlying common carriers.
- 2.1.3 The rates and regulations contained in this tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.
- 2.1.4 The subscriber is entitled to limit the use of Company's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Company.

2.2 Use of Services

- 2.2.1 Company's Services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of Services, subject to any limitations listed in this Tariff. Company's Services shall not be used for any unlawful purposes.
- 2.2.2 The use of Company's Services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others, including the use of obscenity, profanity or lewdness, is prohibited.

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SECTION 2 . Rules and regulations (Cont'd)**2.2 Use of Services (Cont'd)**

- 2.2.3 The use of Company's Services without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Company's Services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.5 Company does not transmit messages, but the Services may be used for that purpose.
- 2.2.6 Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 A Customer of the Company's 800 service will provide not less than ten (10) business days' notice prior to implementation of special advertising or other new promotions likely to stimulate usage.
- 2.2.8 The Company shall not release a Customer's 800 number Responsible Organization until the Customer has paid for all charges due to the Company. The Customer remains responsible for and in any way arising from the Company's retention of the 800 number assigned to the Customer.
- 2.2.9 If in the Company's reasonable opinion a Customer of the Company's 800 service fails to provide sufficient answer supervision, the Company reserves the right to suspend service temporarily and/or deny requests for additional service. The Company shall provide 24 hours written notice of intent to suspend or deny service to such non-compliance.

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SECTION 2 . Rules and regulations (Cont'd)***2.3 Limitations on Service***

- 2.3.1 Service is offered by the Company subject to the availability of necessary facilities, equipment and/or billing arrangements with the DUC and/or LEC. Necessary facilities and equipment may include but is not limited to facilities or equipment to be provided by Company, connecting carriers, owners and operators of transmission capacity leased to Company or the LEC.
- 2.3.2 The Company undertakes to use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing services to any Customer.
- 2.3.3 The Customer obtains no property right or interest in any specific type of facility, service, connection, equipment, number process, credit card, travel card, debit card or code. All right, title and interests to such items remain, at all times, solely with the Company.

2.4 Location of Service

- 2.4.1 Originating Areas – Areas in the State of South Dakota where the service has been established by the Company.
- 2.4.2 Terminating Areas – All areas of the State of South Dakota.

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SECTION 2 . Rules and regulations (Cont'd)***2.5 Liability of Company***2.5.1 Undertaking of the CompanyLimitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected.
- B. The Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the customer shall be limited to a credit strictly equal to the dollar amount erroneously billed or, in the event that the payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2 . Rules and regulations (Cont'd)

2.5 Liability of Company (Cont'd)

2.5.1 Undertaking of the Company (Cont'd)

Limitations on Liability (Cont'd)

- D. The Company shall not be liable for any claims for loss or damages involving:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, acts of terrorism, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties including, but not limited to the DUC; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's facilities and services;
 4. Libel, defamation, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by mean of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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SECTION 2 . Rules and regulations (Cont'd)**2.5 Liability of Company (Cont'd)**2.5.1 Undertaking of the Company (Cont'd)Limitations on Liability (Cont'd)

6. Changes in any of the facilities, operations, or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A of this subsection 2.5.1
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payment made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees, agents or contractors that do not comport, or that are inconsistent, with the provisions of this tariff;
11. Any act or omission in connection with the provision of 911, E911, or similar services;

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SECTION 2 . Rules and regulations (Cont'd)

2.5 Liability of Company (Cont'd)

2.5.1 Undertaking of the Company (Cont'd)

Limitations on Liability (Cont'd)

- 12. Any incompleteness of calls due to network busy conditions;
 - 13. Any calls not actually attempted to be completed during any period that service is unavailable.
- E. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, including environmental contamination, whether owned by the Customer or by any other third party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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SECTION 2 . Rules and regulations (Cont'd)

2.5 Liability of Company (Cont'd)

2.5.1 Undertaking of the Company (Cont'd)

Limitations on Liability (Cont'd)

- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

- G. The Company assumes no responsibility for the availability or performance of any cable, satellite, terrestrial or microwave systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

- H. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

- I. No agent or employee of any other carrier or entity, including the DUC, shall be deemed to be an agent or employee of the Company.

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SECTION 2 . Rules and regulations (Cont'd)***2.5 Liability of Company (Cont'd)***2.5.1 Undertaking of the Company (Cont'd)Limitations on Liability (Cont'd)

- J. The Company reserves the right to discontinue furnishing services or cancel the Customer's account, without incurring any liability, immediately and without notice if 3U Telecom deems that such action is necessary to prevent or to protect against fraud or to otherwise protect 3U Telecom's personnel, agents, facilities, or services. Without limitation, 3U Telecom may take such actions if:
1. The Customer's service usage charges exceed established parameters based on his or her history of usage or on information provided in his or her application, which may indicate an unlikelihood of payment or possible fraud;
 2. The Customer refuses to furnish information or furnish false information that (i) is essential for billing; or (ii) pertains to his or her creditworthiness, his or her status under federal and/or state low income programs, his or her past or current use of common carrier communications service, or his or her planned use of such service;
 3. The Customer has been given timely written notice, in accordance with applicable state and federal law, by the Company of any past due amount (which remains unpaid, in whole or in part) for any of the Company's or an affiliated carrier's service to which the Customer either subscribe or had subscribed or used;
 4. The Company receives notice from the Customer's local telephone company that the local telephone company cancelled his or her local exchange service;

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SECTION 2 . Rules and regulations (Cont'd)**2.5 Liability of Company (Cont'd)**2.5.1 Undertaking of the Company (Cont'd)Limitations on Liability (Cont'd)

5. The Customer acts, or fails to act, in a manner that hinders or frustrates any investigation by the Company or others having legal authority to investigate the Customer legal obligations;
6. The Customer either refuses to pay when billed for service or indicates to the Company or an entity billing on the Company's behalf that he does not intend to pay for service used by him or her;
7. The Customer uses the service to transmit or receive a message, locate a person, or otherwise give or obtain information without payment for the service (i.e., signaling);
8. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the charges for the service by (i) using or attempting to use service by rearranging, tampering with, or making connections to service in an unauthorized manner; or (ii) using tricks, schemes, false or invalid numbers, false credit devices, or other fraudulent means or devices;
9. The Customer's telephone equipment fails to pass back to the Company the appropriate signal to start and stop billing for a call; or

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SECTION 2 . Rules and regulations (Cont'd)***2.5 Liability of Company (Cont'd)***2.5.1 Undertaking of the Company (Cont'd)Limitations on Liability (Cont'd)

10. The Company has made available service to the Customer and he or she has failed to place the available service into actual and substantial use during the 90-day period immediately following its availability, or, if during any service term, he or she has not actually and substantially used the available service for any consecutive 90-day period. As used in this paragraph, actual and substantial use will mean a pattern of use that discloses intent on the Customer's part to employ the service to transmit information of his or her choosing.
- K. The discontinuance of service(s) by the Company pursuant to these provisions does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.
- L. The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.6 Responsibilities of the Subscriber

- 2.6.1 The Subscriber is responsible for placing any necessary orders and complying with the regulations set forth in this Tariff. He or she is also responsible for the payment of charges for Services provided under this Tariff, and for assuring that Users comply with tariff regulations.
- 2.6.2 The Subscriber is responsible for notifying the Company immediately of any unauthorized use of Services, and remain liable for all charges accrued until such notification.

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SECTION 2 . Rules and regulations (Cont'd)***2.6 Responsibilities of the Subscriber (Cont'd)***

- 2.6.3 The Subscriber shall ensure that his or her equipment and/or system is properly interfaced with the Company's facilities or Services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this Tariff, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers.
- 2.6.4 The Subscriber must use the Services offered in this Tariff in a manner consistent with the terms of this Tariff, and the policies and regulations of all state, federal and local authorities having jurisdiction over the Service.
- 2.6.5 The Subscriber is responsible for the payment of charges for calls originated at the Subscriber's telephone numbers or Authorization Code.

2.7 Cancellation of Service

- 2.7.1 Without incurring liability, upon proper written notice to the Customer, and notwithstanding Subsection 2.5 (Company's Liability), the Company may immediately suspend or discontinue Services to the Subscriber or may withhold the provision of ordered or contracted Services:
- A. For nonpayment of any sum due Company for more than thirty (30) days after issuance of the bill for the amount due,
 - B. For violation of any of the provisions of this tariff,
 - C. For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over Company's Services, or
 - D. By reason of any order or decision of a court, public utilities commission or federal regulatory body or other governing authority prohibiting Company from furnishing its Services.

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SECTION 2 . Rules and regulations (Cont'd)**2.7 Cancellation of Service (Cont'd)**

- 2.7.2 Without incurring liability, Company may interrupt the provision of Services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Subscriber and Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.7.3 Company may discontinue Service without notice to the Subscriber, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain authorization codes, when Company deems it necessary to take such action to prevent unlawful use of its Service or fraud or abuse of facilities or change in rule or regulation by any governmental or quasi-governmental body or agency. Company will restore Service as soon as it can be provided without undue risk, and will, upon request by the Customer affected or on its own initiative, assign a new authorization code to replace the one that has been deactivated.
- 2.7.4 The use and restoration of service shall be in accordance with the priority system specified in part 64, subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Billing Arrangements

- 2.8.1 The Subscriber will be billed either directly by Company or its intermediary.
- 2.8.2 Company will render bills monthly or at another interval. Payment is due upon the Subscriber's receipt of its bill.
- 2.8.3 A late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

Issued : August 2, 2002

By:

Herve R Andrieu
1802, N Carson Street
Suite 212-2683
Carson City, NV 89701

Effective: _____

SECTION 2 . Rules and regulations (Cont'd)**2.8 Billing Arrangements (Cont'd)**

- 2.8.4 A fee of \$20 will be charged whenever a charge made on Customer's credit card, or a direct debit made on his or her checking account, is charged back to Company. This fee will also apply if the amount charged back was currently under dispute as outlined in Section 2.10 (billing disputes). If the state law where the Customer receives the Services requires a different fee, Company will charge the Customer that amount.
- 2.8.5 A reconnection fee of \$10 will be charged when Service is re-established for Customers that have been suspended or disconnected due to non-payment.
- 2.8.6 Customer is responsible for payment of all charges for Services furnished to him or her, as well as to all persons using his or her access codes, exchange lines, facilities, or equipment, with or without his or her knowledge or consent.

2.9 Validation of Credit

Company reserves the right to validate the credit worthiness of Subscribers or Users. The Company, in its sole discretion, reserves the right to reject any customer or Applicant's request for service if it believes such Customer or Applicant presents an unacceptable credit risk.

2.10 Billing disputes

- 2.10.1 All bills are presumed accurate, and shall be binding on the Subscriber unless detailed objection is received by Company in writing sent with registered mail within thirty (30) days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by 3U Telecom in writing within such thirty (30) day period.

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SECTION 2 . Rules and regulations (Cont'd)

2.10 Billing disputes (Cont'd)

2.10.2 If the Customer has an inquiry or complaint regarding Service or accounting, he or she may write to Company at 2654 W. Horizon Ridge Parkway, Suite B5-143, Henderson, NV 89052 or telephone 1-800-97 ASK 3U.

2.10.3 Adjustments to Customer's bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

2.10.4 Where over billing to Customer occurs, due either to Company or Customer's error, no liability exists which will require Company to pay any interest, dividend or other compensation on the amount over billed.

2.10.5 Credit may be given for disputed calls, on a per call basis, so long as the procedures for disputes are followed.

2.10.6 Credit shall not be issued for unavailability of domestic or international long distance Services.

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SECTION 2 . Rules and regulations (Cont'd)

2.10 Billing disputes (Cont'd)

2.10.7 In the case of a billing dispute between the Subscriber and Company for service furnished to the Subscriber, which cannot be settled with mutual satisfaction, the Subscriber can take the following course of action within thirty (30) days of the billing date:

- A. First, the Subscriber may request, and Company will provide, an in-depth review of the disputed amount. However, the undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.

- B. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Company, the Subscriber may file an appropriate complaint with the South Dakota Public Utilities Commission. The Commission's address is:

Public Utilities Commission of South Dakota
Capitol Building, 1st floor
500 East Capitol Avenue
Pierre, SD 57501-5070
1-(800)-332-1782

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SECTION 2 . Rules and regulations (Cont'd)**2.11 Deposits**

The Company does not require a deposit from the Customer.

2.12 Advance Payments

For customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.13 Cost of Collection and Enforcement Proceedings

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated Services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs.

2.14 Taxes

The Customer is responsible for payment of the Federal, State and Local taxes and surcharges which will be billed as separate line items on his or her bill. All Federal, State and Local taxes and surcharges are not included in the quoted rates.

2.15 Promotions

2.15.1 Company may, from time to time, make promotional offerings to enhance the marketing of its Services. These offerings may be limited to certain dates, times and locations.

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SECTION 2 . Rules and regulations (Cont'd)**2.15 Promotions (cont'd)**

- 2.15.2 Sign-up bonuses or promotions will be available only to new customers. Promotions including on-going benefits will be available to all Customers on request, but only if you are a Customer in good standing at the time such award or promotion is scheduled to be granted.
- 2.15.3 Company reserves the right to amend or terminate promotions upon appropriate notice to you.
- 2.15.4 If the Customer is eligible to receive free minutes of calling under any promotion(s), he or she will not be eligible to receive, during any 12-month period, a total amount of free minutes of calling in excess of 1,200 minutes.
- 2.15.5 Company will notify the Commission of the rates, terms, conditions and time intervals applicable to each promotional offering.

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Section 3 – Description of Services

3.1 Timing of Calls

- 3.1.1 Timing begins when the called station is answered and two-way communication is possible, as determined by standard industry methods generally in use for ascertaining answer. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up.
- 3.1.2 All calls are billed in one-second billing increments. There are no call setup fees or minimum call charges. This applies for all calls. All calls are rounded to the next second for billing purposes.
- 3.1.3 Company charges no application fee, no monthly fee and no minimum usage requirements to use its Services.
- 3.1.4 Customer is not be billed for uncompleted calls. Uncompleted calls are calls where Customer hangs-up before the called station is answered, or where he or she get a busy signal.
- 3.1.5 A customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 90% for all Feature Group D services ("1+" dialing).
- 3.1.6 Tariff calculation is not based on distance of the calls. All calls within the State are billed at the same rate.

3.2 Primary Interexchange Carrier Service

Primary Interexchange Carrier Service is a non-prepaid inter-LATA and intra-LATA toll service available to residential and business accounts, except hospitals, pay phones, hotels and inmate only facilities, that demonstrate sufficient credit-worthiness. The Customer may place calls only from presubscribed switched access working telephone number where such access is made available at the sole discretion of the Company. The Company serves as the Customer's Primary Interexchange Carrier Service ("PIC") for inter-LATA and intra-LATA toll service.

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SECTION 3 . Description of Service (Cont'd)***3.3 Inbound 800 services***

Company provides inter-LATA and intra-LATA telecommunications services, including switched access telephone service. Calls are rated based on the duration of the call.

3.4 Directory Assistance

Intrastate Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party. Directory Assistance is available to any Customer that has switched access to the Directory Assistance bureau of the DUC. If a Customer calls for Directory Assistance for a call within its LATA, the call is handled by the LEC. If a Customer calls Directory Assistance for a call within the State but outside of its LATA, the call is routed to the DUC for handling.

3.5 Paper bill

Company's low rates require that Company provide the Customer's monthly bill online or by email. The Customer can then print it out on paper if he or she needs a paper bill. For a nominal fee, Company can also mail the Customer a printout of his or her bill on paper, either every month as part of his or her service plan, or on special request for a one-time fee.

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Section 4 – Rates and Charges

4.1 Primary Interexchange Carrier Service

Rate per minute is \$.169. Plan is billed per second from the first second of the call with no minimum per call nor call setup fee. The rate is applied all day long (24 hours per day), every day of the week (7 days a week).

4.2 Inbound 800 Service

Rate per minute is \$.169. Plan is billed per second. The rate is applied all day long (24 hours per day), every day of the week (7 days a week).

4.3 Directory Assistance

The charge is \$.99 per call.

4.4 Paper Bill

4.4.1 Monthly Paper Bill

The charge for a monthly paper bill is \$.99 recurring per month.

4.4.2 One-time Paper Bill

The charge for a one-time paper bill is \$2.99 one-time per request.

4.5 Chargeback Charge

If a charge made on the Customer's credit card, or a direct debit made on his or her checking account, is charged back to Company, the Company may charge the Customer a Chargeback Charge. The amount of the chargeback charge is \$20.

4.6 Restoration of Service Charges

Company will charge a reconnection fee of \$10 when Service is re-established for Customers that have been suspended or disconnected due to non-payment.

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SECTION 4 . Rates and Charges (Cont'd)

4.7 Late Payment Charges

A late payment Charge of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

4.8 Special Promotions

The Company will, from time to time, offer special promotions to its customers waiving certain charges, These promotions will be approved by the SDPUC with specific starting and ending dates, and be made part of this tariff.

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State of South Dakota



OFFICE OF THE SECRETARY OF STATE

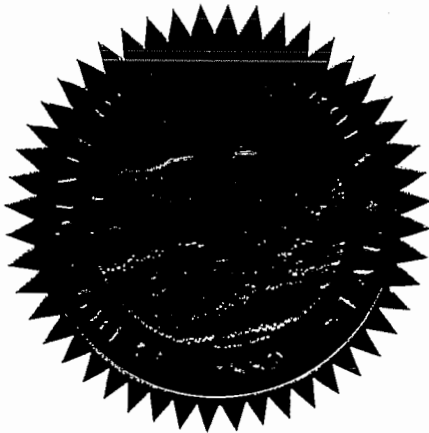
Certificate of Authority

ORGANIZATIONAL ID #: FB026445

I, **JOYCE HAZELTINE**, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of **3U TELECOM INC. (NV)** 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 July 18, 2002.



Joyce Hazeltine
Secretary of State

3U TELECOM INC.

2654 W. Horizon Ridge Parkway
Suite B5-143
Henderson, NV 89052

1006

DATE 7/31/02

94-7074/3212

PAY
TO THE
ORDER OF

South Dakota Public Utilities Commission

\$ 250

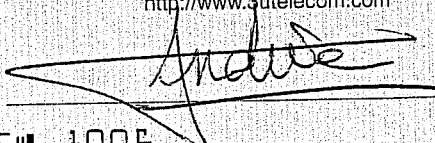
Two hundred and fifty

DOLLARS

 Security Features
Details on back

WELLS FARGO BANK NEVADA, N.A.
10010 SOUTH EASTERN AVE.
HENDERSON, NV 89052

<http://www.3utelecom.com>



FOR _____

⑆321270742⑆ 5323609155⑆ 1006

Public Utilities Commission
WEEKLY FILINGS

For the Period of August 1, 2002 through August 7, 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

ELECTRIC

EL02-015 In the Matter of the Filing by Otter Tail Power Company for Approval of a Contract With Deviations with the City of Elkton.

Application by Otter Tail Power Company for approval of a contract with deviations to serve the City of Elkton. The filing requests approval with less than 30 days notice. The existing contract expires September 1, 2002. The filing states the new contract does not include any new rates.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Filed: 08/08/02
Intervention Deadline: 08/14/02

TELECOMMUNICATIONS

TC02-099 In the Matter of the Application of 3U Telecom, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota

3U TELECOM INC. has filed an application with the South Dakota Public Utilities Commission for a Certificate of Authority to provide interexchange service in South Dakota. The applicant intends to provide resold interexchange service, including 1+ dialing, to business and residential customers throughout South Dakota.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Filed: 08/02/02
Intervention Deadline: 08/23/02

TC02-100 In the Matter of the Petition of the South Dakota Department of Transportation for a Declaratory Ruling Regarding SDCL 49-31-1.1.

On August 5, 2002, the South Dakota Department of Transportation filed a Petition for Declaratory Ruling. The question is: Is 511 a noncompetitive service as defined by SDCL 49-31-1.1, so as to give rise to commission price regulation in accordance with SDCL 49-31-4 and 49-31-1.4? The Petitioner has applied for and been approved by the Federal Highway Administration for its 511 Traveler Information Telephone Number Program Support Assistance Program to deploy a statewide 511 number providing travel information services.

Staff Analyst: Heather Forney
Staff Attorney: Karen Cremer
Date Filed: 08/05/02
Intervention Deadline: 08/14/02

3U TELECOM INC.

2654 W. Horizon Ridge Pkway
Suite B5-143
Henderson, NU 89852
Phone: (702) 268 4399
Fax: (702) 268 9143
info@3utelecom.com

3U TELECOM INC. • 2654 W. Horizon Ridge Pkway • Suite B5-143 • Henderson, NU 89852

Michele M. Farris
Public Utilities Commission
Capitol Building, 1st floor
500 East Capitol Avenue
Pierre, SD 57501-5070

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AUG 26 2002

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Henderson, August 22, 2002

Re: Application of 3U Telecom Inc. SDPUC Docket TC02-099

Dear Ms. Farris,

Please find our responses to your requests:

1. Since 3U Telecom Inc. does not have financial statements to provide, 3U Telecom Inc. seeks a waiver from filing the financial information. 3U Telecom Inc. will not accept deposits or advance payments (as stated in its tariff, sheet 23). 3U Telecom Inc. will not offer any prepaid calling cards or other prepaid services.
2. 3U Telecom Inc. will provide services in South Dakota under the name 3U Telecom Inc.
3. Tariff format B was modified as requested (see attached tariff sheet 5).
4. In section 2.5.1 A (1), the requested deletion was done (see attached tariff sheet 10).
5. In section 2.5.1 A (2), the requested modification was done (see attached tariff sheet 10).
6. Section 2.5.1 C was modified as requested (see attached tariff sheet 10).
7. Sections 2.5.1 D (10) and D (11) were deleted (see attached tariff sheets 12-13) and section 2.5.1 H was also deleted (see attached tariff sheet 14).
8. As recommended by the Commission, the customer is allowed 180 days to dispute a bill in sections 2.10.1 and 2.10.7 (see attached tariff sheets 20 and 22).

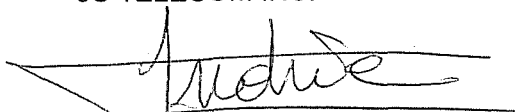


9. The TTY information was added to section 2.10.7 B (see attached tariff sheet 22).

Please feel free to contact me should you need more information.

Regards,

3U TELECOM INC.

A handwritten signature in black ink, appearing to read "Herve R Andrieu", is written over a horizontal line. The signature is stylized and cursive.

Herve R Andrieu
Vice-President



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Tariff format sheets**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

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

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the SDPUC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.

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

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

D. Check Sheets - When a tariff filing is made with the SDPUC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the SDPUC.

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By:

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1802, N Carson Street
Suite 212-2683
Carson City, NV 89701

Effective: _____

SECTION 2 . Rules and regulations (Cont'd)***2.5 Liability of Company***2.5.1 Undertaking of the CompanyLimitations on Liability

- A. The liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be determined by the Commission or a court of competent jurisdiction pursuant to SDCL 49-31-1 and 49-31-1.1.
- B. The Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. For errors in billing that result in overpayment by the customer, credit may be given that is equal. All other damages shall be determined by the Commission or a court of competent jurisdiction pursuant to SDCL 49-31-1 and 49-31-1.1.

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SECTION 2 . Rules and regulations (Cont'd)**2.5 Liability of Company (Cont'd)**2.5.1 Undertaking of the Company (Cont'd)Limitations on Liability (Cont'd)

6. Changes in any of the facilities, operations, or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A of this subsection 2.5.1
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payment made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

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SECTION 2 . Rules and regulations (Cont'd)

2.5 Liability of Company (Cont'd)

2.5.1 Undertaking of the Company (Cont'd)

Limitations on Liability (Cont'd)

- 10. Any incompleteness of calls due to network busy conditions;
 - 11. Any calls not actually attempted to be completed during any period that service is unavailable.
- E. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, including environmental contamination, whether owned by the Customer or by any other third party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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SECTION 2 . Rules and regulations (Cont'd)***2.5 Liability of Company (Cont'd)***2.5.1 Undertaking of the Company (Cont'd)Limitations on Liability (Cont'd)

- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G. The Company assumes no responsibility for the availability or performance of any cable, satellite, terrestrial or microwave systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H. No agent or employee of any other carrier or entity, including the DUC, shall be deemed to be an agent or employee of the Company.

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SECTION 2 . Rules and regulations (Cont'd)***2.5 Liability of Company (Cont'd)***2.5.1 Undertaking of the Company (Cont'd)Limitations on Liability (Cont'd)

- I. The Company reserves the right to discontinue furnishing services or cancel the Customer's account, without incurring any liability, immediately and without notice if 3U Telecom deems that such action is necessary to prevent or to protect against fraud or to otherwise protect 3U Telecom's personnel, agents, facilities, or services. Without limitation, 3U Telecom may take such actions if:
 1. The Customer's service usage charges exceed established parameters based on his or her history of usage or on information provided in his or her application, which may indicate an unlikelihood of payment or possible fraud;
 2. The Customer refuses to furnish information or furnish false information that (i) is essential for billing; or (ii) pertains to his or her creditworthiness, his or her status under federal and/or state low income programs, his or her past or current use of common carrier communications service, or his or her planned use of such service;
 3. The Customer has been given timely written notice, in accordance with applicable state and federal law, by the Company of any past due amount (which remains unpaid, in whole or in part) for any of the Company's or an affiliated carrier's service to which the Customer either subscribe or had subscribed or used;
 4. The Company receives notice from the Customer's local telephone company that the local telephone company cancelled his or her local exchange service;

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SECTION 2 . Rules and regulations (Cont'd)***2.5 Liability of Company (Cont'd)***2.5.1 Undertaking of the Company (Cont'd)Limitations on Liability (Cont'd)

5. The Customer acts, or fails to act, in a manner that hinders or frustrates any investigation by the Company or others having legal authority to investigate the Customer legal obligations;
6. The Customer either refuses to pay when billed for service or indicates to the Company or an entity billing on the Company's behalf that he does not intend to pay for service used by him or her;
7. The Customer uses the service to transmit or receive a message, locate a person, or otherwise give or obtain information without payment for the service (i.e., signaling);
8. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the charges for the service by (i) using or attempting to use service by rearranging, tampering with, or making connections to service in an unauthorized manner; or (ii) using tricks, schemes, false or invalid numbers, false credit devices, or other fraudulent means or devices;
9. The Customer's telephone equipment fails to pass back to the Company the appropriate signal to start and stop billing for a call; or

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SECTION 2 . Rules and regulations (Cont'd)**2.8 Billing Arrangements (Cont'd)**

- 2.8.4 A fee of \$20 will be charged whenever a charge made on Customer's credit card, or a direct debit made on his or her checking account, is charged back to Company. This fee will also apply if the amount charged back was currently under dispute as outlined in Section 2.10 (billing disputes). If the state law where the Customer receives the Services requires a different fee, Company will charge the Customer that amount.
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2.9 Validation of Credit

Company reserves the right to validate the credit worthiness of Subscribers or Users. The Company, in its sole discretion, reserves the right to reject any customer or Applicant's request for service if it believes such Customer or Applicant presents an unacceptable credit risk.

2.10 Billing disputes

- 2.10.1 All bills are presumed accurate, and shall be binding on the Subscriber unless detailed objection is received by Company in writing sent with registered mail within one hundred and eighty (180) days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by 3U Telecom in writing within such one hundred and eighty (180) day period.

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1802, N Carson Street
Suite 212-2683
Carson City, NV 89701

Effective: _____

SECTION 2 . Rules and regulations (Cont'd)

2.10 Billing disputes (Cont'd)

2.10.7 In the case of a billing dispute between the Subscriber and Company for service furnished to the Subscriber, which cannot be settled with mutual satisfaction, the Subscriber can take the following course of action within one hundred and eighty (180) days of the billing date:

- A. First, the Subscriber may request, and Company will provide, an in-depth review of the disputed amount. However, the undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.

- B. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Company, the Subscriber may file an appropriate complaint with the South Dakota Public Utilities Commission. The Commission's address is:

Public Utilities Commission of South Dakota
Capitol Building, 1st floor
500 East Capitol Avenue
Pierre, SD 57501-5070
1-(800)-332-1782
TTY through Relay Service South Dakota 1-(800)-877-1113

Issued : August 2, 2002

By:

Herve R Andrieu
1802, N Carson Street
Suite 212-2683
Carson City, NV 89701

Effective: _____

SECTION 2 . Rules and regulations (Cont'd)**2.11 Deposits**

The Company does not require a deposit from the Customer.

2.12 Advance Payments

The Company does not require any advance payment from the Customer.

2.13 Cost of Collection and Enforcement Proceedings

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated Services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs.

2.14 Taxes

The Customer is responsible for payment of the Federal, State and Local taxes and surcharges which will be billed as separate line items on his or her bill. All Federal, State and Local taxes and surcharges are not included in the quoted rates.

2.15 Promotions

2.15.1 Company may, from time to time, make promotional offerings to enhance the marketing of its Services. These offerings may be limited to certain dates, times and locations.

Issued : August 2, 2002

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3U TELECOM INC.

2654 W. Horizon Ridge Pkway
Suite B5-143
Henderson, ND 58052
Phone: (702) 260 4399
Fax: (702) 260 9143
info@3utelecom.com

3U TELECOM INC. • 2654 W. Horizon Ridge Pkway • Suite B5-143 • Henderson, ND 58052

Michele M. Farris
Public Utilities Commission
Capitol Building, 1st floor
500 East Capitol Avenue
Pierre, SD 57501-5070

RECEIVED
AUG 27 2002
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Henderson, August 26, 2002

Re: Application of 3U Telecom Inc. SDPUC Docket TC02-099

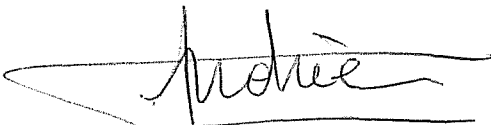
Dear Ms. Farris,

Please find our correction to section 2.5.1 C as requested.

Please feel free to contact me should you need more information.

Regards,

3U TELECOM INC.



Herve R Andrieu
Vice-President



SECTION 2 . Rules and regulations (Cont'd)

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AUG 27 2002

2.5 Liability of Company

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

2.5.1 Undertaking of the Company

Limitations on Liability

- A. The liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be determined by the Commission or a court of competent jurisdiction pursuant to SDCL 49-31-1 and 49-31-1.1.
- B. The Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. For errors in billing that result in overpayment by the customer, credit may be given that is equal to the dollar amount erroneously billed or, in the event that the payment has been made and service has been discontinued, to a refund of the amount erroneously billed. All other damages shall be determined by the Commission or a court of competent jurisdiction pursuant to SDCL 49-31-1 and 49-31-1.1.

Issued : August 2, 2002

By:

Herve R Andrieu
1802, N Carson Street
Suite 212-2683
Carson City, NV 89701

Effective: _____

SECTION 2 . Rules and regulations (Cont'd)

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AUG 29 2002

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

2.5 Liability of Company

2.5.1 Undertaking of the Company

Limitations on Liability

- A. The liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be determined by the Commission or a court of competent jurisdiction pursuant to SDCL 49-13.1 and 49-13.1.1.
- B. The Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
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Issued : August 2, 2002

Effective: _____

By:

Herve R Andrieu
1802, N Carson Street
Suite 212-2683
Carson City, NV 89701

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

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
3U TELECOM, INC. FOR A CERTIFICATE OF)	CERTIFICATE OF
AUTHORITY TO PROVIDE INTEREXCHANGE)	AUTHORITY
TELECOMMUNICATIONS SERVICES IN)	
SOUTH DAKOTA)	TC02-099

On August 2, 2002, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, received an application for a certificate of authority from 3U Telecom, Inc. (3U Telecom).

3U Telecom proposes to provide resold interexchange service, including 1+ dialing, to business and residential customers throughout South Dakota. A proposed tariff was filed by 3U Telecom. The Commission has classified long distance service as fully competitive.

On August 8, 2002, the Commission electronically transmitted notice of the filing and the intervention deadline of August 23, 2002, to interested individuals and entities. No petitions to intervene or comments were filed and at its September 5, 2002, meeting, the Commission considered 3U Telecom's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that 3U Telecom not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission. Commission Staff further recommended a waiver of ARSD 20:10:24:02(8).

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24:02 and 20:10:24:03. The Commission finds that 3U Telecom has met the legal requirements established for the granting of a certificate of authority. 3U Telecom has, in accordance with SDCL 49-31-3, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. Further, the Commission finds that there is good cause to waive ARSD 20:10:24:02(8). The Commission approves 3U Telecom's application for a certificate of authority, subject to the condition that 3U Telecom not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission. As the Commission's final decision in this matter, it is therefore

ORDERED, that 3U Telecom's application for a certificate of authority to provide interexchange telecommunications services is hereby granted, effective September 30, 2002, subject to the condition that 3U Telecom not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission. It is

FURTHER ORDERED, that the Commission waives ARSD 20:10:24:02(8). It is

FURTHER ORDERED, that 3U Telecom shall file informational copies of tariff changes with the Commission as the changes occur.

Dated at Pierre, South Dakota, this 18th day of September, 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>Delaine Kalbo</u>
Date:	<u>9/20/02</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 effective September 30, 2002
Docket No. TC02-099

This is to certify that

3U TELECOM, INC.

is authorized to provide interexchange telecommunications services in South Dakota, subject to the condition that it not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission.

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

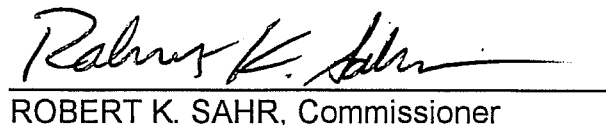
Dated at Pierre, South Dakota, this 18th day of September, 2002.

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**




JAMES A. BURG, Chairman


PAM NELSON, Commissioner


ROBERT K. SAHR, Commissioner