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VIA OVERNIGHT MAIL

March 15, 2005

Pam Bonrud, Executive Director
South Dakota Public Utilities Commission
500 E. Capitol Avenue
Capitol Building, 1st Floor
Pierre, South Dakota 57501-5070

RECEIVED

MAR 18 2005

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

**Re: Application of Global Tel*Link Corporation For a Certificate of Authority
to Provide Payphone, Interexchange and Operator Services**

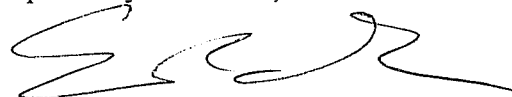
Dear Ms. Bonrud:

Global Tel*Link Corporation hereby submits the enclosed Application, seeking authority to operate as a provider of payphone, interexchange and operator services within the State of South Dakota. An original and ten (10) copies are provided. Please date stamp one copy and return it to the undersigned in the postage-paid envelope provided. As required by the Commission, a check for \$250 is enclosed.

Please note that included in the attached filing is confidential financial information. Due to the proprietary and commercially sensitive nature of this information, Global Tel*Link Corporation has filed herewith a request for confidential treatment and filed the information under seal.

Should there be any questions or additional information required, please do not hesitate to contact the undersigned at (202) 424-7500. Thank you.

Respectfully submitted,



Jean L. Kiddoo
Edward S. Quill, Jr.
Joshua S. Lamel

Counsel to Global Tel*Link Corporation

Enclosures

BEFORE THE

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

RECEIVED

MAR 18 2005

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Application of)
)
Global Tel*Link Corporation)
)
)
For a Certificate of Authority to Provide)
Payphone, Interexchange and Operator Services)

Docket No. _____

APPLICATION FOR CERTIFICATE OF AUTHORITY

Global Tel*Link Corporation ("Global Tel*Link", or "Applicant," or "Company"), by its undersigned counsel, hereby submits its Application for a Certificate of Authority to provide payphone, interexchange and operator services pursuant to Section 49-31-3 of the South Dakota Codified Laws and the Rules of the Public Utilities Commission. In support of this Application, and pursuant to 20:10:24:02 of the Administrative Rules of South Dakota, Global Tel*Link provides the following information:

(1) The name, address, and telephone number of the applicant;

Global Tel*Link Corporation
2609 Cameron Street
Mobile, Alabama, 36607
(800) 489-4500 (Tel)
(251) 473-4588 (Fax)

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

Not applicable.

(3) If the applicant is a corporation:

(a) The state in which it is incorporated, the date of incorporation, and a copy of its certificate of incorporation or, if it is an out-of-state corporation, a copy of its certificate of authority to transact business in South Dakota from the Secretary of State;

Applicant was incorporated in Delaware on April 30, 1992. A copy of the Company's Authority to Transact Business in South Dakota is attached as Exhibit A.

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

Applicant does not have a principal office in South Dakota. Its current registered agent in South Dakota is National Registered Agents, 300 South Phillips Avenue, Suite 300, Sioux Falls, SD 57102-0300.

(c) The name and address of each corporation, association, partnership, cooperative, or individual holding a 20 percent or greater ownership or management interest in the applicant corporation and the amount and character of the ownership or management interest;

Global Tel*Link is wholly owned by GTEL Holdings, Inc. ("GTEL Holdings"), a holding company formed by Global Tel*Link's executive management team and three Delaware limited partnerships that compromise the private equity fund managed by Gores Technology Group, LLC ("Gores Group"). Both GTL Holding and Gores Group may be reached c/o Global Tel*Link, 2609 Cameron Street, Mobile, Alabama, 36607.

(4) If the applicant is a partnership, the name, title, and business address of each partner, both general and limited;

Not applicable.

(5) A description of the telecommunications services the applicant intends to offer;

Global Tel*Link proposes to provide full pay telephone services at public and correctional facility locations.

(6) A detailed statement of the means by which the applicant will provide its services;

Applicant proposes to provide public and inmate pay telephone services via coinless or coin payphone equipment. Applicant will utilize its own payphone equipment for the provision of its pay telephone services in South Dakota. The Company will utilize the facilities of other carriers for long distance transport. Operator services will be provided by Company and other carriers as part of its pay telephone service.

(7) The geographic areas in which the services will be offered or a map describing the service area;

Statewide

(8) Current financial statements of the applicant including a balance sheet, income statement, and cash flow statement; a copy of the applicant's latest annual report; a copy of the applicant's report to stockholders; and a copy of applicant's tariff with the terms and conditions of service;

Financial statements of the Global Tel*link are attached as Exhibit B. A copy of the Company's proposed tariff is attached as Exhibit C.

(9) The names, addresses, telephone number, fax number, E-mail address, and toll free number of the applicant's representatives to whom all inquiries must be made regarding complaints and regulatory matters and a description of how the applicant handles customer billings and customer service matters;

Inquiries regarding customer complaints and regulatory matters should be sent to:

**Lynda Gaston
Regulatory & Legal Analyst
Global Tel*Link Corporation
2609 Cameron Street
Mobile, Alabama 36607
(800) 489-4500 ext. 2215 (Tel)
(251) 473-4588 (Fax)
lgaston@gtl.net**

Inquiries regarding this Application should be sent to:

**Jean L. Kiddoo
Edward S. Quill, Jr.
Joshua S. Lamel
Swidler Berlin LLP
3000 K Street NW
Suite 300
Washington, DC 20007
(202) 424-7660 (Tel)
(202) 424-7645 (Fax)
jlkiddoo@swidlaw.com
esquill@swidlaw.com
jslamel@swidlaw.com**

For billing inquiries, customers are initially directed to Billing Concepts whose toll-free number is printed on each customer bill. Billing Concepts is authorized to investigate complaints and adjust customer bills within certain parameters set by Global Tel*Link. Should an inquiry exceed the authority delegated to Billing Concepts, the customer is referred to Global Tel*Link's in-house Customer Service Department for further assistance. Customers may reach the Company at the toll-free Customer Service number (800) 489-4500. In addition, Customers may contact the Company in writing at Global Tel*Link Corporation, 2609 Cameron Street, Mobile, Alabama 36607.

(10) A list of the states in which the applicant is registered or certified to provide telecommunications services, whether the applicant has ever been denied registration or certification in any state and the reasons for any such denial, a statement as to whether or not the

applicant is in good standing with the appropriate regulatory agency in the states where it is registered or certified, and a detailed explanation of why the applicant is not in good standing in a given state, if applicable;

Applicant is authorized to provide interstate and international services pursuant to authority granted by the Federal Communications Commission ("FCC") and holds authority to provide competitive telecommunications services in approximately 30 states. Applicant is currently providing service in more than 20 states. Applicant has never been denied registration or certification in any state. Applicant is in good standing with the appropriate regulatory agencies in the states where it is registered or certified.

(11) A description of how the applicant intends to market its services, its target market, whether the applicant engages in any multilevel marketing, and copies of any company brochures used to assist in the sale of services;

Global Tel*Link does not offer presubscribed services. At this time, the Company plans to offer pay telephone services.

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

Not applicable. Applicant intends to provide competitive services.

(13) Federal tax identification number;

63-1071001

(14) The number and nature of complaints filed against the applicant 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;

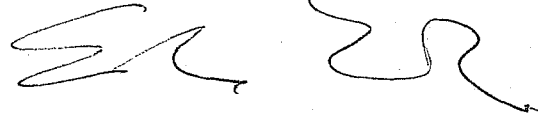
There have been no formal complaints made against the applicant with any state or federal regulatory commission regarding the unauthorized switching of a customer's telecommunications provider or the act of charging customers for services that have not been ordered.

(15) A written request for waiver of those rules the applicant believes to be inapplicable

For security reasons, only outbound operator assisted collect calls will be allowed in the Company's provision of pay telephone services to correctional facilities. The called party must accept responsibility for payment of charges. Accordingly, with respect to such services, Applicant respectfully request a waiver of any applicable Commission regulations or rules to permit the provision of inmate services in this manner.

WHEREFORE, Global Tel*Link Corporation requests that the South Dakota Public Utilities Commission grant the requested Application authorizing it to provide payphone and operator services in the State of South Dakota.

Respectfully submitted,

Two handwritten signatures in black ink. The first signature is on the left and the second is on the right.

Jean L. Kiddoo
Edward S. Quill, Jr.
Joshua S. Lamel
SWIDLER BERLIN LLP
3000 K Street, N.W., Suite 300
Washington, D.C. 20007-5116
(202) 424-7500 (Tel)
(202) 424-7645 (Fax)

Counsel for Global Tel*Link Corporation

Dated: March 15, 2005

LIST OF EXHIBITS

- EXHIBIT A** -- **AUTHORITY TO TRANSACT BUSINESS**
- EXHIBIT B** -- **FINANCIAL STATEMENTS**
[CONFIDENTIAL – FILED UNDER SEAL]
- EXHIBIT C** -- **PROPOSED TARIFF**

EXHIBIT A

AUTHORITY TO TRANSACT BUSINESS



STATE OF SOUTH DAKOTA
Secretary of State



Certificate Of Authority

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that the Application of

GLOBAL TEL*LINK CORPORATION (DE)

for a Certificate of Authority to transact business in this State, duly signed and verified, pursuant to the provisions of the South Dakota Business Corporation Act, 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 issued this Certificate of Authority to

GLOBAL TEL*LINK CORPORATION

to transact business in this State under the name of

GLOBAL TEL*LINK CORPORATION

and attach hereto a duplicate of the Application for such Certificate.



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 31st day of

JULY

A.D. 19 02

Joyce Hazeltine
Secretary of State

Deputy

EXHIBIT B

FINANCIAL STATEMENTS

[CONFIDENTIAL – FILED UNDER SEAL]

EXHIBIT C

PROPOSED TARIFF

**TARIFF APPLICABLE TO
ALTERNATE OPERATOR SERVICES
WITHIN THE STATE OF SOUTH DAKOTA
PROVIDED BY
GLOBAL TEL* LINK CORPORATION**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Global Tel* Link Corporation ("GTL"), with principal offices at 2609 Cameron Street, Mobile, Alabama 36607. This tariff applies for services furnished within the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

Issued: March XX, 2005

Effective:

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Craig Ferguson, President
2609 Cameron Street
Mobile, Alabama 36607

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CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*
2	Original	*	27	Original	*
3	Original	*	28	Original	*
4	Original	*			
5	Original	*			
6	Original	*			
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16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			
21	Original	*			
22	Original	*			
23	Original	*			
24	Original	*			
25	Original	*			

* - indicates those pages included with this filing.

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SYMBOLS

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

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

Issued: March XX, 2005

Effective:

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TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. 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 Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. 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).I.
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

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APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of intrastate resale common carrier communications service by Global Tel* Link Corporation within the State of South Dakota.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Automated Collect Calls - Calls billed to the called party and completed through an automated call processing system that prompts the call originator and the called party such that the call is completed without live operator assistance.

Collect Billing - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commission - South Dakota Public Utilities Commission

Company - Used throughout this tariff to refer to Global Tel*Link Corporation, unless otherwise clearly indicated by the context.

Correctional Institutions - Used throughout this tariff to refer to prisons, jails, penal facilities or other institutions used for penalty purposes which contract with the Company for the provision of service for use by their inmate population.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Company to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Company's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff. In the case of collect-only calling services provided to inmates of correctional Institutions, the called party is the Customer and is responsible for payment of charges.

GTL - Used throughout this tariff to mean Global Tel* Link Corporation.

Issued: March XX, 2005

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

Inmate(s) - The jailed population of correctional institutions who are authorized by the Institution to use such service. Responsibility for payment of Inmate charges requires positive acceptance by a Customer (i.e., billed to a third party) or prepayment by the Inmate.

Institution - Used throughout this tariff to refer to correctional institutions.

Institutional Telephone - A coinless telephone instrument that allows Inmates to place collect and prepaid calls at the instrument.

LATA - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 82-0192.

Pay Telephone - A telephone instrument equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

Person to Person Call - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Premises - The physical space designated by the Customer for the termination of the Company's service.

Station to Station Call - A service whereby the Customer places a non-Person to Person call with the assistance of an operator (live or automated).

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

Issued: March XX, 2005

Effective:

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

Global Tel* Link Corporation's services and facilities are furnished to correctional institutions in South Dakota for communications originated by inmates of the institutions. GTL, through its call processing equipment, only provides automated collect, prepaid and debit inmate calling services. This tariff encompasses only those services provided between locations within the state of South Dakota. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week, subject to restrictions and limitations of service imposed by the correctional institution.

The Company installs, operates, and maintains the communications services provided here in under for Inmate in accordance with the terms and conditions set forth under this tariff and through contract with the institution. The Company may act as the correctional institution's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the institution, to allow connection of an institution's location to the Company's network. The institution shall be responsible for all charges due for such service arrangement.

2.2 Limitations

- 2.2.1** Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff.
- 2.2.2** GTL reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer or Institution is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3** All facilities provided under this tariff are directly or indirectly controlled by GTL and neither the Customer nor Institution may transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

Issued: March XX, 2005

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Use**

Services are provided under this tariff to correctional institutions and may be used by authorized inmates of institutions for any lawful purpose for which the service is technically suited, subject to such limitations or restrictions established by the Institution.

2.4 Liabilities of the Company

2.4.1 GTL's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer or Inmate for the period during which the faults in transmission occur.

2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Inmate against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer or Inmate; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

2.4.4 The Company shall not be liable for any defacement of or damages to the premises of a Customer and/or Institution resulting from the furnishing of service which is not the direct result of the Company's negligence.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Taxes**

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.5.1. Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay or institutional telephone used to access the Company's services. The Pay Telephone Surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay or institutional telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay or inmate telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information that the originating station is an eligible pay telephone.

The Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call	\$0.26
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Institution-provided, Company-provided or Customer-provided terminal equipment or communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Institution or Customer, except as otherwise provided by contract. The Institution or Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service, unless otherwise provided by contract. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.7 Installation and Termination

Service is installed upon mutual agreement between the Institution and the Company. The service agreement does not alter rates specified in this tariff.

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

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or Inmate by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments (such as a local exchange company).

2.8.2. Disputed Charges

For charges billed through the Customer's local exchange carrier, notice from the Customer of disputed charges must be received in writing by the Company within ninety (90) days after the date of the bill is issued. Otherwise, all charges will be considered correct and binding on the Customer.

The Company will promptly investigate and advise all billed parties as to its findings concerning disputed charges. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. Customers may contact the South Dakota Public Utilities Commission in the event of an unresolved dispute at 500 East Capitol, Pierre, SD 57501-5070, (605) 773-3201, (800) 332-1782, TTY through Relay Service South Dakota (800) 877-1113.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Billing and Payment For Service, (Cont'd.)****2.8.3. Validation of Credit**

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures and to establish a maximum predetermined credit amount. Where a requested billing method cannot be validated or maximum credit amount established, the Company may refuse to provide service.

Services provided by the Company are available to inmates of confinement facilities in accordance with facility-authorized programs. The Company may request that the confinement facility adopt, as part of its program, terms that enable the Company to collect the charges for all inmate calls, including without limitation, the blocking of calls by the Company to certain telephone numbers when the amount charged to such a telephone number exceeds a predetermined amount or becomes past due.

2.8.4 Return Check Charge

Any applicable return check charges will be assessed according to the terms and conditions of the Company's billing agent and pursuant to South Dakota law.

2.8.5 Late Payment Fee

Late payment fees, if collected by the Company's billing agent (i.e. the local exchange company), will be assessed in accordance with South Dakota Public Utilities Commission rules.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Deposits and Advance Payments****2.9.1 Deposits**

The Company does not normally require deposits. However the company reserves the right to collect a deposit from customers whose credit history is unacceptable or unknown to the Company. Deposits, if collected, will be collected and maintained in accordance with Commission rules.

For services provided to inmates of confinement facilities, the Company may require a deposit from billed parties for charges which exceed a maximum credit amount predetermined by the Company based on the Customer's credit worthiness. The Customer may exceed this predetermined credit amount by first paying a deposit to the Company in an amount equal to the amount of additional credit authorization requested by the Customer.

2.9.2 Advance Payments

The Company does not normally require advance payments for service. However, for Customers whom the Company determines an advance payment is necessary, GTL 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 a new advance payment may be collected for the next month, if necessary.

2.10 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.11 Refusal or Discontinuance by Company**

GTL may refuse or discontinue service under the following conditions:

- 2.11.1 For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.
- 2.11.2 For the use of telephone service for any other property or purpose other than that described in the application.
- 2.11.3 For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- 2.11.4 For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission.
- 2.11.5 For non-payment of charges for telephone service.
- 2.11.6 In the event of Customer or Institution use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.11.7 In the event of tampering with the equipment furnished and owned by the Company.
- 2.11.8 In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Institution or Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.11.9 For Institution's breach of the contract for service between the Company and the Institution.
- 2.11.10 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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

2.12 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.13 Interruption of Service

Credit allowances for interruptions of service are limited to the initial minute minimum call charges for re-establishing the interrupted call.

Issued: March XX, 2005

Effective:

Issued By:

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General

Global Tel*Link Corporation provides automated operator assisted collect-only calling services for use by inmates of prisons, jails or other Correctional Institutions for communications originating and terminating within the State of South Dakota. The Company's services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service. Inmate access to the Company's services may be restricted by the administration of the Institution served.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of the Company's services and network. No installation charges apply.

3.2 Timing of Calls

Billing for calls placed over the Company network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1 Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment. For Person-to-Person Calls, charges apply only if the calling party is connected with the designated called party or an agreed upon substitute.
- 3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3 Unless otherwise specified in this tariff, the minimum initial period for billing purposes is one (1) minute.
- 3.2.4 Unless otherwise specified in this tariff, billing for usage after the initial period is in full one (1) minute increments.
- 3.2.5 The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

Issued: March XX, 2005

Effective:

Issued By:

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.3 Time of Day Rate Periods

3.3.1 Determination of Rate Periods

Unless otherwise indicated, time of day rates apply according to the following schedule. Calls are billed based on the rate in effect at the time the call begins. Calls that cross rate period boundaries are billed the rate in effect at the beginning of the call for the duration of the entire call.

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

* Up to but not including.

Issued: March XX, 2005

Effective:

Issued By:

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.4 Miscellaneous Charges****3.4.1 Single Bill Fee**

An undiscountable Fee of \$1.50 will apply to Customer's telephone bill each month in which local or long distance collect calls are accepted and billed on the Customer's local telephone bill. This fee is for the purpose of offsetting Company's billing and regulatory expenses associated with the services offered. This fee will be charged once per billing period regardless of the number of calls accepted. The fee will not apply in any billing period in which no collect calls are accepted. This fee does not apply to prepaid services paid for by commercial credit card or other means, or for prepaid services billed directly to the Customer by the Company.

Single Bill Fee, per month where applicable \$1.50

Issued: March XX, 2005

Effective:

Issued By:

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, CONT'D.**3.5 Institutional Operator Assisted Calling**

Institutional operator assisted service allows inmates to place collect calls through an automated call processing system. The call processing system prompts the inmate and the called party such that the call is completed without live operator assistance. Calls are placed on a collect-only basis to the called party.

A number of special blocking and screening capabilities are available with institutional operator services provided by the Company. These capabilities allow Institutions to control Inmate access to telecommunications services, reduce fraudulent use of the Company's services, and eliminate harassing calls to persons outside the institution.

For services provided to inmates of institutions, the following special conditions apply:

1. Calls to "900", "976" or other pay-per-call services are blocked by the Company.
2. At the request of the institution, the Company may block inmate access to toll-free numbers (e.g., 800, 888) and dialing sequences used to access other carriers or operator service providers (e.g., 950-XXXX, 10XXXX).
3. At the request of the Institution, the Company may block inmate access to "911", "411", or local operators reached through "0-" dialing.
4. At the request of the Institution, the Company may block inmate access to specific telephone numbers.
5. Availability of the Company's services may be restricted by the institution to certain hours and/or days of the week.
6. At the request of the institution, no notices or signage concerning the Company's services will be posted with its instruments. Information concerning the Company's services is provided to the administration of each institution where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the institution's administration.
7. At the request of the institution, the Company may impose time limits on local and long distance calls placed using its services.
8. At the request of the institution, equipment may be provided which permits monitoring of inmate calls by legally authorized government officials.

Issued: March XX, 2005

Effective:

Issued By:

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, CONT'D.**3.5 Institutional Operator Assisted Calling, Cont'd.****3.5.1 Institutional Collect-Only Rates****A. Local Services Rates and Charges**

Local operator assisted collect-only calls placed by inmates of institutions and other correctional facilities are billed as follows:

1. Usage Charge

Local Message Charge, per Call: \$0.50

2. Local Per Call Service Charges

Local Operator-Assisted Station to Station Call Surcharge: \$2.10

B. IntraLATA Services Rates and Charges**1. Usage Charges**

Service is billed in one (1) minute increments following an initial one (1) minute billing period.

DAY	EVENING/NIGHT/WEEKEND
\$0.29	\$0.27

2. Service Charges

IntraLATA Operator-Assisted Station to Station Call Surcharge: \$3.75

 Issued: March XX, 2005

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, CONT'D.

3.5 Institutional Operator Assisted Calling, Cont'd.

3.5.1 Institutional Collect-Only Rates, Cont'd.

C. InterLATA Services Rates and Charges

1. Usage Charges

Service is billed in one (1) minute increments following an initial one (1) minute billing period.

Rate Per Minute: \$0.69

2. Service Charges

Operator Station to Station Collect Service Charge: \$3.95

Issued: March XX, 2005

Effective:

Issued By:

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, CONT'D.**3.6 Prepaid Institutional Service****3.6.1 Applicability**

Prepaid Institutional Service calls are originated by entering a Personal Account Code. The Company's system informs the Customer (i.e., inmate) of the Available Usage Balance remaining in his/her Prepaid Account and prompts the Customer to place a call by entering a destination telephone number. Network usage for calls placed is deducted from the Available Usage Balance in the Customer's Account on a real time basis as the call progresses. With Prepaid Institutional Service, the Customer may purchase a voucher in any denomination. A Personal Account Code is assigned to each voucher with instructions for accessing and using the service. All monetary transactions take place between the institution and the Customer, and are under the direct and complete control of the institution.

Prepaid Institutional Service allows the Customer to make calls up to the total amount purchased divided by the per minute rate. Vouchers are not renewable. No minimum service period applies. Available Usage on the Customer's voucher is non-refundable.

Prepaid Institutional Service rates are not distance or time of day sensitive. Holiday discounts do not apply. Network usage for Prepaid Institutional Account Calls is deducted from the Available Usage Balance in Customer's Prepaid Account in full minute increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Account balances as well as rates and charges are available from the system upon access to place a call.

Issued: March XX, 2005

Effective:

Issued By:

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, CONT'D.**3.6 Prepaid Institutional Service, Cont'd.****3.6.1 Applicability, Cont'd.**

The Company's Prepaid Institutional Service is available 24 hours a day, seven days per week. The number of available accounts is subject to technical limitations. Accounts will be made available to Customers at the discretion of the Institution.

A. Exclusions

Calls to 700, 800, 900 numbers
Calls to Directory Assistance
911 calls to emergency services
Air to ground and high seas service
Calls to live operators

B. Service Availability

1. All calls must be charged against an Institution Prepaid voucher that has sufficient available balance.
2. Calls in progress will be terminated by the Company if the balance on the voucher is insufficient to continue the call.

3.6.2 Prepaid Basic Rates

Vouchers will be issued in any denomination of the Customer's choosing, subject to the requirements or restrictions of the Institution. Company may offer discounts to the Prepaid Basic Rate Schedule as requested by the Institution.

A. Local Services Rates and Charges

Local operator assisted collect-only calls placed by inmates of institutions and other correctional facilities are billed as follows:

1. Usage Charge

Local Message Charge, per Call: \$0.50

2. Local Per Call Service Charges

Local Operator-Assisted Station to Station Call Surcharge: \$2.10

Issued: March XX, 2005

Effective:

Issued By:

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, CONT'D.**3.6 Prepaid Institutional Service, Cont'd.****3.6.2 Prepaid Basic Rates, Cont'd.****B. IntraLATA Services Rates and Charges****1. Usage Charges**

Service is billed in one (1) minute increments following an initial one (1) minute billing period.

DAY	EVENING/NIGHT/WEEKEND
\$0.29	\$0.27

2. Service Charges

IntraLATA Operator-Assisted Station to Station Call Surcharge: \$3.75

C. InterLATA Services Rates and Charges**1. Usage Charges**

Service is billed in one (1) minute increments following an initial one (1) minute billing period.

Rate Per Minute: \$0.69

2. Service Charges

Operator Station to Station Collect Service Charge: \$3.95

 Issued: March XX, 2005

Effective:

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, CONT'D.**3.7 Advance Pay Accounts**

In those areas where the Company does not have a direct billing agreement with the existing local exchange carrier, or upon a Customer's request, the Company will set up a Advance Pay Account with the Called Party (Customer) for payment of collect calls placed from institutions served by Global Tel*Link. Funds in the Customer's Advance Pay account may only be used for payment of collect calls placed by inmates to telephone numbers specified by the Customer. Customers may direct that one or more telephone numbers be allowed to receive collect calls chargeable to the same account by providing the Company with the desired eligible numbers. A maximum of five (5) eligible numbers may be used with any one Advance Pay Account. Establishment and maintenance of an Advance Pay Account is required to complete collect calls to Customers served by local exchange carriers with which the Company does not have an existing direct billing and collection agreement.

The minimum amount required to set up the Advance Pay Account is \$25.00. Upon request, and after the required minimum payment is received, the Company will provide the Customer with a personal identification number (PIN) and a toll-free number to call in order to set up the account information, including the permissible numbers that the inmate may call.

Additional payments will be accepted with a \$50.00 payment maximum. Initial and additional payments into the account may be made by cash, check or credit card. Transaction fees will apply for credit card and check by phone transactions. All payments will be subject to applicable taxes.

When an inmate places a call, the Customer is informed of both the caller's identity and the account balance prior to accepting the call. Customers may also contact the Company's toll-free customer service number for account balance information at any time.

If the Advance Pay Account balance becomes depleted, calls placed to the numbers specified by the Customer will be blocked until the Advance Pay Account is replenished.

The Customer may close the Advance Pay Account at any time. At the written request of the Customer (usually upon release of an inmate from an institution), any remaining balance in the Account will be refunded to the Customer after deducting any call charges, applicable taxes and transaction fees incurred during the current billing cycle. Advance Pay Accounts will automatically close six months after the last call was placed using the account. No refunds of unused balances will be issued after the account is closed.

All security measures and inmate calling restrictions as set forth elsewhere in this tariff are also applicable for any calls made using an Advance Pay Account.

Issued: March XX, 2005

Effective:

Issued By:

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, CONT'D.

3.7 Advance Pay Accounts

3.7.1 Rates and Charges

- A. **Option 1** - Advance Pay Customers' rates and charges are the same as those set forth in the Company's institutional collect call rate schedules.
- B. **Option 2** - Rates and charges for Advance Pay Accounts are provided at a ten percent discount off standard institutional collect rates and charges.

Issued: March XX, 2005

Effective:

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