

TC06-027



210 N. Park Ave.
Winter Park, FL
32789

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

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

Ms. Patricia Van Gerpen
Executive Director
South Dakota Public Utilities Commission
Capitol Building, 1st Floor
500 East Capitol
Pierre, SD 57501

March 24, 2006
Via Overnight Delivery

RECEIVED

MAR 27 2006

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Re: Registration of YMax Communications Corp.

Dear Ms. Van Gerpen:

Enclosed for filing please find one original and ten (10) copies of the Registration for YMax Communications Corp. The Company is proposing to provide local service using a combination of either unbundled network elements or resold services available from Qwest Corporation. A check in the amount of \$250 representing the filing fee is included with this Registration.

Questions regarding this filing may be directed to my attention at (407) 740-3031 or via e-mail to sthomas@tminc.com.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it in the self-addressed, stamped envelope enclosed for this purpose.

Thank you for your assistance.

Sincerely,

Sharon Thomas
Consultant

ST/im

Client: Peter Russo, YMax
File: YMax - SD Local
TMS: SDL0600

BEFORE THE SOUTH DAKOTA PUBLIC SERVICE COMMISSION

REGISTRATION OF
YMAX COMMUNICATIONS CORP.

Pursuant to Rule 20:10:24:02 of the Commission's Telecommunications Services Rules, YMax Communications Corp. ("YMax") submits the following registration information:

- 1. The applicant's name, address, telephone number, facsimile number, E-mail address and whether the applicant is a sole proprietorship, partnership, corporation, limited liability corporation, or limited liability partnership.**

YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, FL 33480
Telephone: (561) 832 - 3021
Facsimile: (561) 832 - 8377
Web site: www.talk4free.com

YMax Communications Corp. is a Delaware corporation incorporated on May 24, 2005.

- 2. If sole proprietorship, the full name and business address of its owner; if a partnership, the full name and business address of each partner; if a corporation, a listing of the full name and business address of each corporate officer and director; if a limited liability corporation, the full name and business address of each partner.**

YMax Communications, Corp., ("YMax") is a wholly owned subsidiary of YMax Corporation. All listing of the corporate officers, and respective addresses, for YMax can be found in **Attachment IV**.

- 3. The name under which the applicant will provide local exchange services if different than in question (1) of this section:**

Not applicable

- 4. If a corporation:**

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

YMax has no principal offices in South Dakota.

Registered Agent:
CT Corporation System
319 S. Coteau Street
Pierre, SD 57501

- (b) **A list of shareholders owning twenty (20) percent or more of the interest in the business.**

YMax is a wholly owned subsidiary of YMax Corporation.

- (c) **The state in which the applicant is incorporated, the date of incorporation and a copy of its certificate of incorporation.**

YMax Communications Corp. is a Delaware corporation incorporated on May 24, 2005. A copy of Applicant's Certificate of Incorporation from the State of Delaware is provided in **Attachment I**.

- (d) **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.**

A copy of YMax's Certificate of Good Standing in South Dakota is included at **Attachment II**.

5. **A description of the applicant's experience providing any telecommunications services in South Dakota or in other jurisdictions, including the types of services provided, and the dates and nature of state or federal authorization to provide the services.**

Attachment III contains a listing of the states in which YMax has filed for Local Exchange authority and the dates of approval.

6. **Names and addresses of applicant's affiliates, subsidiaries, and parent organizations, if any.**

YMax is requesting a waiver from filing company specific financial information. The company is providing the financial statements of the parent company, YMax Corporation, in **Attachment VI** as proof of the overall financial stability.

7. **A list and specific description of the types of services the applicant seeks to offer and the means by which the services will be provided including:**

(a) Information indicating the class of customers the applicant intends to serve.

YMax initially proposes to provide local service using a combination of either unbundled network combinations or resold services available from Qwest Corporation. YMax may eventually provide local services via its own switching facilities.

(b) Information indicating the extent to and time-frame by which applicant will provide service through the use of its own facilities, the purchase of unbundled network elements, or resale.

The Company intends to provide local exchange service in South Dakota by utilizing a combination of unbundled network elements and resold services obtained from other local exchange carriers pursuant to interconnection and/or commercial agreements. The Company intends to initiate service upon approval of this application and all filed agreements.

(c) A description of all facilities that the applicant will utilize to furnish the proposed local exchange services, including any facilities of underlying carriers.

YMax will offer service through interconnection and commercial agreements utilizing the facilities of Qwest Corporation ("Qwest"), the incumbent local exchange company. YMax will rely on its facilities-based underlying carrier for the operation and maintenance of the local exchange network.

(d) Information identifying the types of services it seeks authority to provide by reference to the general nature of the service.

YMax intends to provide basic local exchange and private line services as well as other types of high-speed data services. These services include two-way basic local exchange lines and features, and PBX trunks as well as associated ancillary features and functions.

8. A service area map and narrative description indicating with particularity the geographic area proposed to be served by the applicant.

YMax intends to offer its services initially in the territory now served by Qwest. The Company will adhere to the service area maps defined by Qwest. The Company requests a waiver of the requirement to provide maps due to its matching of the Qwest maps.

9. Information regarding the technical competence of the applicant to provide its proposed local exchange services including:

(a) A description of the education and experience of the applicant's management personnel who will oversee the proposed local exchange services.

A copy of current resumes of YMax's management personnel is attached at **Attachment V**.

(b) Information regarding policies, personnel, or arrangements made by the applicant which demonstrates the applicant's ability to respond to customer complaints and inquiries promptly and to perform facility and equipment maintenance necessary to ensure compliance with any commission quality of service requirements.

YMax understands the importance of effective customer service for local service consumers. Once it initiates operations, YMax's toll free customer service telephone number will be available with live operator response 24 hours per day, 7 days per week.

YMax's toll free telephone number for customer inquiries, complaints and repair is 1-888-230-0060. Customers may contact the company in writing at the headquarters address indicated below.

The contact for resolution of customer complaints with the Commission is:

John Thomas
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480
Telephone: (561) 832-3021
Facsimile: (561) 832-8377
Toll Free (888-230-0060

10. Information explaining how the applicant will provide customers with access to emergency services such as 911 or enhanced 911, operator services, interexchange services, directory assistance, and telecommunications relay services.

YMax will enter into resale, interconnection and commercial agreements with Qwest and other certificated LECs. Under such an agreements, YMax customers will be able to access emergency services such as 911 or enhanced 911. Such calls will be routed through the underlying carrier to the appropriate emergency agency serving the originating location. Access to local operator services, directory assistance and telecommunications relay services will also be made available.

11. Financial information including:

- (a) **For the most recent 12 month period, financial statements consisting of balance sheets, income statements, and cash flow statements.**

YMax is requesting a waiver from filing company specific financial information. The company is providing the financial statements of the parent company, YMax Corporation, in **Attachment VI** as proof of the overall financial stability.

- (b) **If a public corporation, the applicant's latest annual report and report to stockholders.**

Not Applicable. Neither YMax nor its parent company, YMax Corporation is publicly held companies.

12. Information detailing the following matters associated with interconnection to provide proposed local exchange services:

- (a) **The identity of all local exchange carriers with which the applicant plans to interconnect**

YMax plans to sign resale, interconnection and commercial agreements with Qwest and with other certificated LECs based upon a specific Customer request.

- (b) **The likely timing of initiation of interconnection service and a statement as to when negotiations for interconnection started or when negotiations are likely to start.**

YMax anticipates signing the resale, interconnection and commercial agreements with Qwest by the end of the 2006. The company may negotiate similar agreements with other LECs with South Dakota based upon specific Customer requests.

- (c) **A Copy of any request for interconnection made by the applicant to any local exchange carrier.**

The Company has not yet requested interconnection or commercial agreements with Qwest.

13. A tariff or price list indicating the prices, terms and conditions of each contemplated local service offering.

Please see **Attachment VII**.

14. **Cost support for rates shown in the Company's tariff or price list for rate or price regulated noncompetitive or emerging competitive services.**

The Company requests a waiver of ARSD 20:10:32:03(14) requiring cost support. The Company has not yet determined final prices for its noncompetitive or emerging competitive services and will be unable to do so until an interconnection and/or commercial agreements are signed.

15. **A description of how the applicant intends to market its local exchange target market, whether the applicant engages in multilevel marketing, and copies of any company brochures that will be used to assist in the sale of the services.**

YMax utilizes a direct sales approach to its marketing efforts. The Company does not utilize any form of multilevel marketing in the sale of its services.

16. **If the applicant is seeking authority to provide local exchange service in the service area of a rural telephone company, the date by which the applicant expects to meet the service obligation imposed pursuant to §20:10:32:15 and applicant's plan for meeting the service obligations.**

YMax is not seeking authority to provide local exchange service in the service area of rural telephone companies. The Company may, upon receipt of a request for service from a prospective customer, enter into interconnection and/or commercial agreements with a rural telephone company. The Company has no such requests at the present time.

17. **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.**

YMax has never been denied registration or certification in any state and is in good standing with all states in which it is presently certified. A listing of the states in which YMax is registered or certified is enclosed as **Attachment III**.

- 18. The names, addresses, telephone numbers, E-mail addresses, and facsimile numbers of the applicant's representatives to whom all inquires must be made regarding customer complaints and other regulatory matters.**

Customer Complaints: John Thomas
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480
Telephone: (561) 832-3021
Facsimile: (561) 832-8377
Toll Free (888-230-0060
E-mail: johnthomas@talk4free.com

General Regulatory Matters: Peter Russo, Vice President and Chief Financial Officer
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480
Telephone: (561) 832-3021
Facsimile: (561) 832-8377
Email: peterusso@talk4free.com

- 19. Information concerning how the applicant plans to bill and collect charges from customers who subscribe to its proposed local exchange services.**

YMax will bill customers directly. Customer payments will be made directly to the Company and the Company will have no payment centers in South Dakota.

- 20. Information concerning the applicant's policies relating to solicitation of new customers and a description of the efforts the applicant shall use to prevent the unauthorized switching of local service customers by the applicant, its employees, or agents.**

YMax utilizes a direct sales approach to its marketing efforts. The Company does not utilize any form of multilevel marketing in the sale of its services. The Company uses a written LOA to prevent the unauthorized switching of local service customers.

21. **The number and nature of complaints filed against the applicant with any state or federal commission regarding the unauthorized switching of a customer's telecommunications provider and the act of charging customers for services that have not been ordered.**

YMax has never had a complaint filed against it for the unauthorized switching of a customers local exchange service.

22. **A written request for waiver of those rules believed to be inapplicable.**

YMax requests a waiver from ARSD 20:10:32:03(14) requiring cost support and from the requirement to provide financial statements. The Company has addressed these issues in items 11 and 14.

Additionally, YMax will not be collecting deposits for service within South Dakota. The company will post a surety bond payable to the Consumers of the State of South Dakota should it change its deposit policy in the future.

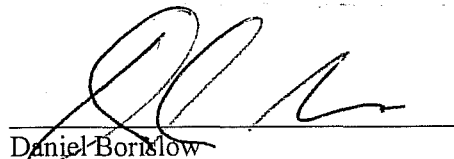
23. **Federal Tax Identification Number.**

YMax's Federal Tax Identification Number is 202895382.

24. **Other information requested by the commission needed to demonstrate that the applicant has sufficient technical, financial, and managerial capabilities to provide the local exchange services it intends to offer consistent with the requirements of this chapter and other applicable rules and laws.**

YMax's managment has experience operating telecommunications providers as provided in Attachment V. YMax will rely largely on its facilities-based underlying carrier for the operation and maintenance of the local exchange network. YMax is technically, financially and managerially qualified to provide local exchange service in South Dakota based on the Company's experience and manner of provision services with South Dakota.

Submitted by:



Daniel Borislav
Chief Financial Officer and President
YMax Communications Corp.

Date:

7/23/2006

ATTACHMENT I

Certificate of Incorporation

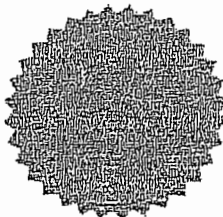
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "YMAX COMMUNICATIONS CORP.", FILED IN THIS OFFICE ON THE TWENTY-FOURTH DAY OF MAY, A.D. 2005, AT 1:39 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



3975300 8100

050429163

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3903417

DATE: 05-25-05

CERTIFICATE OF INCORPORATION
OF
YMAX COMMUNICATIONS CORP.

FIRST: The name of the corporation (hereinafter referred to as the "Corporation") is: YMax Communications Corp.

SECOND: The address of the registered agent of the Corporation in the State of Delaware is 1209 Orange Street, Wilmington, New Castle County, Delaware 19801, and the name of the Corporation's registered agent at such address is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The aggregate number of shares which the Corporation is authorized to issue is One Thousand (1,000) shares of common stock; having a par value of one dollar (\$1.00) per share.

FIFTH: The number of directors of the Corporation shall be such number as from time to time shall be fixed by, or in the manner provided in, the Bylaws of the Corporation. Election of directors need not be by written ballot.

SIXTH: The following provisions are hereby adopted for the purpose of defining, limiting and regulating the powers of the Corporation and of the directors and stockholders:

(a) The Board of Directors is hereby empowered to make, alter or repeal the Bylaws of the Corporation.

(b) The Board of Directors of the Corporation is hereby empowered to authorize the issuance from time to time of shares of the Corporation's stock and securities convertible into shares of the Corporation's stock, for such consideration as said Board of Directors may deem advisable, subject to such limitations and restrictions, if any, as may be set forth in the Bylaws of the Corporation.

(c) Any director, individually, or any firm of which any director may be a member, or any corporation or association of which any director may be an officer or director or in which any director may be interested as a holder of any amount of its capital stock or otherwise, may be a party to or may be pecuniarily or otherwise interested in, any contract or transaction of the Corporation and, in the absence of fraud, no contract or other transaction shall be hereby affected or invalidated, provided that either (A) the fact of the common directorship or interest shall be disclosed to or otherwise shall be known by either (i) the Board of Directors or a committee thereof and such Board or committee

authorizes, approves or ratifies the contract or transaction by the affirmative vote of a majority of disinterested directors, even if the disinterested directors constitute less than a quorum; or (ii) the stockholders entitled to vote, and the contract or transaction is authorized, approved or ratified by a majority of the votes cast by the stockholders entitled to vote other than the votes of shares owned of record or beneficially by the interested director, firm or other entity; or (B) the contract or transaction is unanimously approved by the stockholders; or (C) the contract or transaction is fair and reasonable to the Corporation. Any director of the Corporation who is also a director or officer of or interested in such other corporation or association may be counted in determining the existence of a quorum at any meeting of the Board of Directors which shall authorize any such contract or transaction, and may vote thereat to authorize any such contract or transaction. Any such contract, transaction or act of the Corporation or of the directors which shall be authorized, approved or ratified as provided in this subsection (c) by a quorum of the stockholders having voting powers at any annual meeting or at any special meeting called for such purposes, so far as permitted by law, shall be valid and binding as though ratified by every stockholder of the Corporation.

(d) The Corporation reserves the right from time to time to make any amendments to its charter which now or hereafter may be authorized by law, including any amendments changing the terms of any class of the outstanding stock of the Corporation by classification, reclassification or otherwise, but no such amendment which changes the terms of any class of the outstanding stock shall be valid unless changes in the terms thereof shall have been authorized by the holders of a majority of the shares of such stock at that time outstanding by a vote at a meeting or in writing with or without a meeting.

(e) The Board of Directors shall have the power, without a vote of stockholders, to take the following action: (i) to declare and authorize the payment of dividends on the capital stock of the Corporation, whether or not payable in stock of one class to holders of stock of another class or classes; and (ii) to exercise all powers of the Corporation, whether conferred by law or by this certificate, to purchase, lease or otherwise acquire the business, assets or franchises, in whole or in part, of other corporations or unincorporated entities.

SEVENTH: No director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that this provision shall not eliminate or limit the liability of a director (a) for any breach of the director's duty of loyalty to the Corporation or its stockholders; (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) under Section 174 of the Delaware General Corporation Law; or (d) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended. Any repeal or modification of this Article Seventh shall be prospective only and shall not adversely affect any right or protection of, or any

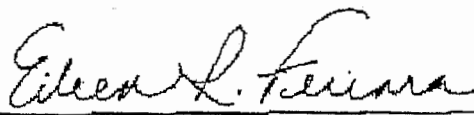
limitation of liability of a director of the Corporation existing at, or arising out of facts or incidents occurring prior to, the effective date of such repeal or modification.

EIGHTH: The duration of the Corporation shall be perpetual.

NINTH: The name and mailing address of the incorporator, being at least eighteen years of age, is:

Eileen R. Ferrara
Arnold & Porter LLP
555 Twelfth Street, N.W.
Washington, DC 20004

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of May, 2005 and acknowledge the same to be my act and deed.



Eileen R. Ferrara, Incorporator

ATTACHMENT II

Secretary of State Certificate of Good Standing

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

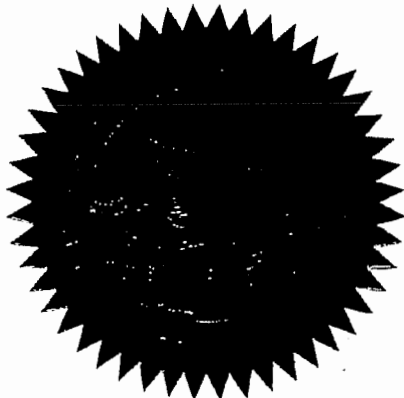
Certificate of Authority

ORGANIZATIONAL ID #: FB030446

I, **Chris Nelson**, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of **YMAX COMMUNICATIONS CORP. (DE)** 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 March 10, 2006.



Chris Nelson

Chris Nelson
Secretary of State

Cert of Authority Merge

ATTACHMENT III

Listing of Existing Approved States

The Applicant is a start-up company, and, as such, has not yet initiated operations in any state. The Applicant has received authority to provide intrastate facilities-based and resold local exchange services and interexchange services in Florida, Iowa, Maryland (local only), Pennsylvania, New York, Montana, Texas, Washington and Wisconsin and has applications pending in Delaware, New Jersey, Illinois, California (local only), Arizona, Virginia, Ohio, Colorado, Massachusetts, North Carolina, Tennessee, Kentucky, Rhode Island, Nebraska, Nevada, Maine, New Hampshire, Vermont, Michigan, South Carolina, West Virginia, Oklahoma, and Alabama. The Company plans on filing additional applications during 2006 for certification in the remaining states.

ATTACHMENT IV

Corporate Officers

The following individuals are officers of YMax Communications Corp. and may be contacted at the Company's headquarters located 223 Sunset Avenue, Suite 223, Palm Beach, Florida 33480:

Officers:

Daniel Borislow
Peter Russo

CEO and President
Vice President and Secretary/Treasurer

Directors

Daniel Borislow
Peter Russo

ATTACHMENT V

Resumes of Management

**YMax Communications Corp.
Resumes of Key Personnel**

**Daniel Borislow
CEO, President, Chairman and Director**

Daniel Borislow currently serves as the Chairman, Chief Executive Officer, President and Director of YMax Communications Corp. and resides in Palm Beach, Florida. He is a graduate of Widener University and holds an Honorary Doctorate of Information Technology.

From May 1989 through January 1999, Mr. Borislow served as CEO and a Director of Tel-Save Holdings now Talk America. Tel-Save was a very profitable corporation. As the largest reseller and customer of AT&T, Tel-Save offered wholesale long distance to other resellers through marketing and partnership agreements. Mr. Borislow took his company public in 1995 and built his own long distance network by strategically deploying five (5) Lucent class 5E switches across the United States.

In 1997 Mr. Borislow negotiated exclusive marketing rights with America Online and Tel-Save and was the first company to offer services online with online billing, provisioning and customer service and a price point substantially lower than the rest of the market. Prior to founding Tel-Save, Mr. Borislow built the cable systems in the city of Philadelphia.

Mr. Borislow is an avid fisherman, horseman and philanthropist for education, cancer research and children's athletics.

YMax Communications Corp.
Resumes of Key Personnel, Continued

Gregory Lynn Wood

Mr. Wood is currently employed as a full-time consultant to YMax Communications Corp.

In 2005 Mr. Wood joined several of his former co-workers from Talk America, Inc. (f/k/a Tel-Save) in the formation of YMax Communications Corp. Prior to joining YMax, Mr. Wood was employed by Covista Communications as CIO, where he developed a complete rating, billing and customer service system that replaced Covista's legacy system.

Mr. Wood entered the telecommunications industry in 1991 when he was approached by American Telephone Company (ATN) to develop a rating and billing system. Mr. Wood joined the company full-time increasing the scope to include a full customer service system in addition to the rating and billing aspects.

In 1994, Talk America, who at that time was AT&T's largest reseller, decided to implement a nationwide network. Mr. Wood was approached to develop an entire rating, billing, and customer service system for this new platform.

In 1997, Talk America entered into an exclusive contract with America Online (AOL) to sell long distance to AOL's 10-million member base. Mr. Wood, having advanced to CIO, was called upon again to develop the first fully integrated online bill. Mr. Wood managed all aspects of this development project, taking the lead with the AOL developers.

From 1982-1992 Mr. Wood managed a chain of Value Added Retail Stores (VAR). After opening his own store he began custom software development that later led to a very vast Industrial Automation clientele. Notable clientele include Proctor and Gamble, Kimberly Clark, Quaker Oats, Asea Brown Bover, Kilgore, and Martin Marietta.

YMax Communications Corp.
Resumes of Key Personnel, Continued

Peter J. Russo
Chief Financial Officer

Mr. Russo currently services as the Chief Financial Officer of YMax Communications Corp. and brings to that position extensive financial and management experience with both private and public companies.

From 2000-2005, Mr. Russo was the head of finance and operations for the thoroughbred horse racing and breeding business where he established bookkeeping and accounting systems, cash flow management and horse-by-horse analysis and billing. Mr. Russo prepared tax returns and directed IRS examination responses. He was responsible for dealing with sale companies, tracks, farms, trainers and licensing authorities and worked with various software packages as well as Brisnet, EquineLine and Equibase.

From 1996-2000, Mr. Russo was Chief Financial Officer and Director of Operations for Group Long Distance, Inc. where he was responsible for financial operations, cash management, customer service and collections. He managed the IPO process and was responsible for credit agreements, carrier contracts and LEC billing arrangements. He implemented systems for financial reporting and cash flow monitoring and worked with Securities and Exchange Commission regulators, NASDAQ and various state Public Service Commissions. He was the head of Investor Relations requiring continual contact with the company's Board of Directors, investment bankers, shareholders and outside accountants. In this position, Mr. Russo performed due diligence and valuations for numerous acquisitions.

From 1996-1998, Mr. Russo was Senior Vice President, Corporate, Credit Administration and Operations for the State Bank of South Australia where he was responsible for a portfolio of assets that included senior and subordinated loans, syndications, asset-based lending and mezzanine financings. He managed all operational areas (loan and credit administration, accounting and finance, treasury support and funds transfer), and developed commercial loan modules, interest rate risk management systems and numerous operating policies and procedures, as well as established credit controls, loan grading systems and credit analysis functions. In addition, Mr. Russo headed the Corporate Loan Workout Section in order to maximize return on assets and minimize credit risk. Mr. Russo was a member of U.S. Lending Credit Committee and Treasury Risk Management Committee in the London office where, during a twelve month period, he put into place operating procedures and corporate lending guidelines that mirrored success in U.S. offices.

Additional experiences include First Vice President, Administrative Service Group for Australia and New Zealand Banking Group (1979-1988) and Staff Auditor for the Algemene Bank Nederland (1974-1978).

Mr. Russo holds a B.B.A. in Accounting (1978) from Pace University in New York, and is a graduate of American Bankers Association School of Bank Lending (1988) at the University of Oklahoma.

ATTACHMENT VI

Financial Information

YMax is requesting a waiver from filing company specific financial information. The company is providing the financial statements of the parent company, YMax Corporation, as proof of the overall financial stability. The Company has also attached an Affidavit from Mr. Borislow attesting to his commitment to provide financing for YMax's operations.

YMax Corporation
Balance Sheet
As of May 17, 2005

	May 17, '05
ASSETS	
Current Assets	
Checking/Savings	
Colonial Bank	<u>1,000.00</u>
Total Checking/Savings	1,000.00
Other Current Assets	
Line of Credit Available	<u>5,000,000.00</u>
Total Other Current Assets	<u>5,000,000.00</u>
Total Current Assets	5,001,000.00
Other Assets	
Domain Names	<u>11,802.22</u>
Total Other Assets	11,802.22
TOTAL ASSETS	<u><u>5,012,802.22</u></u>
LIABILITIES & EQUITY	
Liabilities	
Long Term Liabilities	
Line of Credit	5,000,000.00
Loan from DB	<u>11,802.22</u>
Total Long Term Liabilities	<u>5,011,802.22</u>
Total Liabilities	5,011,802.22
Equity	
Opening Bal Equity	1,000.00
Retained Earnings	<u>0.00</u>
Total Equity	<u>1,000.00</u>
TOTAL LIABILITIES & EQUITY	<u><u>5,012,802.22</u></u>

AFFIDAVIT

STATE OF FLORIDA

COUNTY OF PALM BEACH

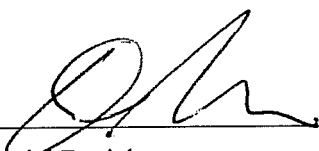
Daniel Borislow, being first duly sworn, deposes and states as follows:

I am Chief Executive Officer and President of YMax Communications Corp.;

I am the Chairman of the Board and sole shareholder of YMax Corporation, the parent and sole owner of YMax Communications Corp.

YMax Corporation hereby commits to provide financial support to YMax Communications Corp. sufficient to fund its competitive telecommunications operations in South Dakota.

YMax Corporation has sufficient financial resources to provide such financial support to YMax Communications Corp.



Daniel Borislow

Subscribed and sworn to before me this

23 day of MARCH, 2006

Notary Public
State of Florida

My commission expires: 7/17/2008

ATTACHMENT VII

Proposed Tariff

SOUTH DAKOTA
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF
OF
YMAX COMMUNICATIONS CORP.

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by YMax Communications Corp. with principal offices at 223 Sunset Avenue, Suite 223, Palm Beach, Florida 33480 for services furnished within the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission.

In accordance with SDCL 20:10:06:02, this tariff is available for public inspection during normal business hours at the main office of copies may be inspected, during normal business hours, at the Company's principal place of business located at 400 Perimeter Center Terrace, Suite 400, Atlanta, Georgia 30346.

Issued: March 27, 2006

Effective:

Issued by:

Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

SD10600

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Preface

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Daniel Borislow, CEO and President
 YMax Communications Corp.
 223 Sunset Avenue, Suite 223
 Palm Beach, Florida 33480

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CHECK SHEET

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

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2	1	Original	*	2	30	Original	*
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* - Indicates Pages included in this filing.

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Daniel Borislow, CEO and President
 YMax Communications Corp.
 223 Sunset Avenue, Suite 223
 Palm Beach, Florida 33480

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CHECK SHEET, (CONT'D.)

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 YMax Communications Corp.
 223 Sunset Avenue, Suite 223
 Palm Beach, Florida 33480

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**EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF**

The following symbols shall be used in this tariff for the purpose indicated below:

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

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YMax Communications Corp.
223 Sunset Avenue, Suite 223
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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by YMax Communications Corp., hereinafter referred to as the Company, to Customers within the state of South Dakota. YMax's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the South Dakota Public Utilities Commission. In addition, this tariff is available for review at the main office of YMax Communications Corp. at 223 Sunset Avenue, Suite 223, Palm Beach, Florida 33480.

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1(A)
 - 2.1.1(A)(1)
 - 2.1.1(A)(1)(a)
 - 2.1.1(A)(1)(a)(1)
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages 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. remain 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 page is the most current on file with the Commission.

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YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 1 - DEFINITIONS

Access Line - An arrangement that connects the Customer's location to a YMax switching center or point of presence.

Account Codes - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

Advance Payment - Part or all of a payment required before the start of service.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Business - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

Commission - South Dakota Public Utilities Commission

Company or Carrier - YMax Communications Corp., unless otherwise clearly indicated by the context.

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

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 1 - DEFINITIONS, (CONT'D.)

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

DID Trunk - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Dial Pulse (or "DP") - The pulse type employed by rotary dial station sets.

Direct Inward Dial (or "DID") - A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

Direct Outward Dial (or "DOD") - A service attribute that allows individual station users to access and dial outside numbers directly.

Dual Tone Multi-Frequency (or "DTMF") - The pulse type employed by tone dial station sets.

End User - Any person, firm, corporation, partnership or other entity that uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

End Office - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Telcordia.

Hearing Impaired - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy.

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YMax Communications Corp.
223 Sunset Avenue, Suite 223
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SECTION 1 - DEFINITIONS, (CONT'D.)

In-Only - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

IXC or Interexchange Carrier - A long distance telecommunications services provider.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

LEC - Local Exchange Company.

Minimum Point of Presence ("MPOP") - The main telephone closet in the Customer's building.

Monthly Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Multi-Frequency or ("MF") - An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

Other Telephone Company - An Exchange Telephone Company, other than the Company.

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YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 1 - DEFINITIONS, (CONT'D.)

PBX - Private Branch Exchange

Premises - A building or buildings on contiguous property.

Recurring Charges - The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

Residence or Residential - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order - The written request for services executed by the Customer and the Company in the format devised by the Company. The signing of a Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Two Way - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Based Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

YMax - Used throughout this tariff to mean YMax Communications Corp. unless clearly indicated otherwise by the text.

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YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the state of South Dakota.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment or Facilities

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 2- REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- (B) Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 2- REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (cont'd.)

- (E) Service may be terminated upon written notice to the Customer if:
 - (1) the Customer is using the service in violation of this tariff; or
 - (2) the Customer is using the service in violation of the law.
- (F) This tariff shall be interpreted and governed by the laws of the state of South Dakota regardless of its choice of laws provision.
- (G) Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (H) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

- (A) The Company'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, shall be determined in accordance with SDCL 49-13-1 and 49-13-1.1 and any other applicable law.

- (B) The liability of the Company for errors in billing that result in overpayment by the Customer may be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed in accordance with SDCL 49-13-1 and 49-13-1.1 and any other applicable law.

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (cont'd.)

- (C) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- (1) Any act or omission of: (a) the Customer, or (b) common carriers or warehousemen, except as contracted 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, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; 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, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 - (5) Breach in the privacy or security of communications transmitted over the Company's facilities;

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YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (cont'd.)

(C) (continued)

- (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 2.1.4.
- (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 which is not the result of negligence;
- (8) Injury to property or injury or death to persons, including claims for payments 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 calls not actually attempted to be completed during any period that service is unavailable;
- (10) And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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YMax Communications Corp.
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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (cont'd.)

- (D) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- (E) Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- (F) **Directory Errors** - In the absence of negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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YMax Communications Corp.
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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (cont'd.)

(G) With respect to Emergency Number 911 Service:

- (1) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies.
- (2) Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- (3) When a Customer with a non-published telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.

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YMax Communications Corp.
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SECTION 2 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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YMax Communications Corp.
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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- (A) The Company shall 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 service to any Customer.
- (B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- (D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- (E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities, (Cont'd.)

- (F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the Company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.2 Prohibited Uses**

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers that cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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YMax Communications Corp.
223 Sunset Avenue, Suite 223
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SECTION 2 - REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer****2.3.1 General**

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 2 - REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.1 General, (cont'd.)**

- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D) and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 2 - REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.2 Liability of the Customer**

- (A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- (B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- (C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. The Company's liability shall be determined in accordance with SDCL 49-13-1 and 49-13-1.1 and any other applicable law. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 2 - REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels****2.4.1 General**

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- (A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (B) Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- (C) Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- (D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(A) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring or usage based charges.

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- (A) Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- (B) All recurring charges, as well as Usage charges, if applicable, are billed monthly in arrears.
- (C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges, (cont'd.)**

- (E) A late payment charge of 1.5% per month shall be due to the Company for any billed amount for which payment has not been received by the Company within fifteen (15) days of the mailing date of the Company's invoice for service or by the due date printed on the invoice, whichever is later, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. If the last calendar day for remittance falls on a Sunday, legal holiday or other day when the offices of the Company are closed, the date for acceptance of payments prior to assessment of any late payment fees shall be extended through to the next business day.
- (F) A service charge equal to \$25.00 will be assessed under South Dakota law for all checks or other payment type submitted by the Customer to the Company and returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.
- (G) If service is disconnected by the Company in accordance with Section 2.6 following and later restored, restoration of service will be subject to all applicable installation charges.

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Disputed Bills

- (A) In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 180 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

- (B) If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the South Dakota Public Utilities Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

South Dakota Public Utilities Commission
Capitol Building, 1st Floor
500 East Capitol Ave.
Pierre, South Dakota 57501-5070
Toll-Free: (800) 332-1782
TTY Through Relay South Dakota: (800) 877-1113

- (C) If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.4 Advance Payments

The Company does not collect Advance Payments from Customers.

2.5.5 Deposits

The Company does not collect Customer Deposits.

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YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Discontinuance of Service

- 2.6.1** Upon nonpayment of any amounts owing to the Company, the Company may, by giving five (5) days written notice to the Customer, discontinue or suspend service without incurring any liability.
- 2.6.2** Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving five (5) days written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.6.3** Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.6.4** Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Discontinuance of Service, (Cont'd.)

- 2.6.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 2.6.6 In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- 2.6.7 Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- 2.6.8 Without notice in the event of tampering with the equipment or services furnished by the Company.

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YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 2 - REGULATIONS, (CONT'D.)

2.7 Cancellation of Application for Service

- 2.7.1 Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.7.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- 2.7.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 2.7.4 The special charges described in 2.7.1 through 2.7.3 will be calculated and applied on a case-by-case basis.

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 2 - REGULATIONS, (CONT'D.)

2.8 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 2 - REGULATIONS, (CONT'D.)**2.9 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.9.1 for the part of the service that the interruption affects.

2.9.1 General

- (A) A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 2 - REGULATIONS, (CONT'D.)

2.9 Allowances for Interruptions in Service, (Cont'd.)

2.9.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- (A) Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- (E) A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.9.3), or utilize another service provider;
- (F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that service was affected.

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YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 2 - REGULATIONS, (CONT'D.)

2.9 Allowances for Interruptions in Service, (Cont'd.)

2.9.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.9.4 Application of Credits for Interruptions in Service

- (A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- (B) For calculating credit allowances, every month is considered to have thirty (30) days.
- (C) A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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YMax Communications Corp.
223 Sunset Avenue, Suite 223
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SECTION 2 - REGULATIONS, (CONT'D.)

2.9 Allowances for Interruptions in Service, (Cont'd.)

2.9.4 Application of Credits for Interruptions in Service, (cont'd.)

(D) Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

(E) Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

(F) Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

SECTION 2 - REGULATIONS, (CONT'D.)

2.9 Allowances for Interruptions in Service, (Cont'd.)

2.9.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

2.10 Use of Customer's Service by Others

2.10.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 2 - REGULATIONS, (CONT'D.)

2.11 Cancellation by Customer

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 2 - REGULATIONS, (CONT'D.)**2.12 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.9.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.12.1 Termination Liability

The Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- (C) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 2 - REGULATIONS, (CONT'D.)

2.13 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

2.13.1 to any subsidiary, parent company or affiliate of the Company; or

2.13.2 pursuant to any sale or transfer of substantially all the assets of the Company with the state;
or

2.13.3 pursuant to any financing, merger or reorganization of the Company.

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YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 2 - REGULATIONS, (CONT'D.)

2.14 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.14.1 Customer Liability for Fraud and Unauthorized Use of the Network

- (A) The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.

- (B) A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

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YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 2 - REGULATIONS, (CONT'D.)

2.14 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

2.14.1 Customer Liability for Fraud and Unauthorized Use of the Network, (cont'd.)

- (C) The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.

- (D) The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 2 - REGULATIONS, (CONT'D.)

2.15 Notices and Communications

- 2.15.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.15.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.15.3** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.15.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 2 - REGULATIONS, (CONT'D.)**2.16 Taxes, Fees and Surcharges**

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes, fees and surcharges are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

2.16.1 E911 Service Surcharge

All Customers will be assessed a per line surcharge to support local E911 Service Program. The E911 Surcharge will be based on a monthly snapshot of lines associated with each Customer's account. No fractional debits or credits will be given. This surcharge will appear as a separate line item on the Customer's bill. The amount of the surcharge will be equal to the per line assessment paid by the Company as determined by local jurisdictional assessments rounded up to the nearest whole cent, and may vary from time to time as required by South Dakota law, Commission rules or local jurisdiction requirements.

2.16.2 South Dakota Telecommunications Relay Service Surcharge

All Customers will be assessed a per line surcharge to support the South Dakota Telecommunications Relay Service ("SDTRS") program. The SDTRS Surcharge will be based on a monthly snapshot of lines associated with each Customer's account. No fractional debits or credits will be given. This surcharge will appear as a separate line item on the Customer's bill. The amount of the surcharge will be equal to the per line assessment paid by the Company as determined by South Dakota law or Commission rules rounded up to the nearest whole cent, and may vary from time to time as required by South Dakota law or Commission rules.

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YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 2 - REGULATIONS, (CONT'D.)

2.17 Miscellaneous Provisions

2.17.1 Telephone Number Changes

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

2.17.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

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YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 3 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

- 1) Qwest

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YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 4 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

Primary Line Connection Charge: Applies to requests for initial connection or establishment of telephone service with the Company.

Secondary Line Connection Charge: Applies to installation of a second or additional access line.

Service Order Charge: Applies to connection of new lines and to services orders associated with Customer requests for changes in service, moves, and the addition of services, including the additional of calling features.

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.1 Service Order and Change Charges, (Cont'd.)

4.1.2 Rates

	Business	Residential
Line Connection Charge		
Primary Line	\$60.00	\$60.00
Secondary Line	\$60.00	\$60.00
Service Order Charge		
Moves/Adds/Changes	\$25.00	\$ 25.00

4.2 Premises Visit Charge

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge.

	Business	Residential
Installation Charge – 1 st Hour	\$120.00	\$110.00
Repair Charge – 1 st ½ Hour	\$ 91.00	\$ 91.00
Repair Charge – Each Add'l ½ Hour	\$ 46.00	\$ 46.00

4.3 Restoral Charge

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	Business	Residential
Per occasion, per line:	\$20.00	\$20.00

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 YMax Communications Corp.
 223 Sunset Avenue, Suite 223
 Palm Beach, Florida 33480

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.4 Carrier Presubscription****4.4.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier that the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

4.4.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.

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YMax Communications Corp.
223 Sunset Avenue, Suite 223
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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.4 Carrier Presubscription, (Cont'd.)

4.4.2 Presubscription Options, (cont'd.)

Option D: Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription.

Option E: Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.

Option F: Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

4.4.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 4.4.5 below:

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YMax Communications Corp.
223 Sunset Avenue, Suite 223
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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.4 Carrier Presubscription, (Cont'd.)****4.4.4 Presubscription Procedures**

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 4.4.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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YMax Communications Corp.
223 Sunset Avenue, Suite 223
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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.4 Carrier Presubscription, (Cont'd.)

4.4.5 Presubscription Charges

(A) Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 4.4.4 above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

(B) Nonrecurring Charges

Per business or residence line, trunk, or port

Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.5 Public Telephone Surcharge**

In order to recover Company 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 intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

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

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay 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 from a carrier that the originating station is an eligible pay telephone.

Rate Per Call: \$0.60

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 5 – LOCAL EXCHANGE SERVICE**5.1 General**

Local exchange service is offered to business and residential Customers on a presubscription basis from equal access originating end offices only. Service is provided on a term basis only. Unless other specified, the minimum term is one (1) year. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other non-recurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

5.1.1 Application of Business and Residential Rates

- (A) The determination as to whether telephone service should be classified as Business or Residential is based on the character of the use to be made of the service. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, service is classified as Residential service.
- (B) Business rates apply at the following locations, among others:
- (1) In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
 - (2) In residence locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in residence locations where an extension is located at a place where business rates would apply.
 - (3) In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no service at business rates at another location.
 - (4) In any residence location where there is substantial business use of the service and the Customer has no service at business rates.

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 5 – LOCAL EXCHANGE SERVICE, (CONT'D.)

5.1 General, (Cont'd.)

5.1.1 Application of Business and Residential Rates, (cont'd.)

(C) Residence rates apply at the following locations, among others:

- (1) In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the Customer and listings of a business nature are not furnished.
- (2) In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the Customer has service charged for at business rates another location.

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 5 – LOCAL EXCHANGE SERVICE, (CONT'D.)

5.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 5.2.1** Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- 5.2.2** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- 5.2.3** Timing terminates on all calls when the calling party hangs up or the Company network receives an off-hook signal from the terminating carrier.
- 5.2.4** Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 5.2.5** All times refer to local time.

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 5 – LOCAL EXCHANGE SERVICE, (CONT'D.)**5.3 Basic Local Exchange Service****5.3.1 General**

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- (A) receive calls from other stations on the public switched telephone network;
- (B) access the Company Local Calling Services and other Services as set forth in this tariff;
- (C) access interexchange calling services of the Company and of other carriers;
- (D) access (at no additional charge) to Company operators and business office for service related assistance;
- (E) access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- (F) access relay services for the hearing and/or speech impaired.

Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line Residence and Business Basic Local Exchange Service is comprised of exchange access lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer.

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YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 5 – LOCAL EXCHANGE SERVICE, (CONT'D.)**5.3 Basic Local Exchange Service, (Cont'd.)****5.3.2 Flat Rate Local Exchange Service**

Flat Rate Local Exchange Service provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Flat Rate Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Flat Rate Local Exchange Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Flat Rate Local Exchange Service includes unlimited local exchange calling per month.

	Business	Residential
Monthly Rate, per line:	\$60.00	\$40.00

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 6 – SUPPLEMENTAL SERVICES**6.1 Optional Calling Features**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

6.1.1 Feature Descriptions

Anonymous Call Rejection - Gives the Customer the ability to prevent future calls from specific telephone numbers and can be activated after receipt of an unwanted call or after entering a telephone number from which the calling party does not wish to receive future calls. The screening list holds a maximum of fifteen (15) numbers.

Auto Call Back - Allows a Customer to return the most recent incoming call and hear an announcement of the last telephone number that called.

Auto Redial – Automatically redials a busy number for up to 30 minutes until line is available.

Call Forwarding - Allows incoming calls forwarded to be forwarded to another line specified by the Customer by dialing a code and the telephone number to which the calls will be forwarded.

Call Trace - Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only.

Call Waiting / Call Waiting with Caller ID – Allows the Customer engaged in a call to receive a tone signal indicating a second call is waiting, and by operation of the switchhook to place the first call on hold and answer the waiting call. Call Waiting with Caller ID provides Call Waiting service with the display of Caller ID information for the call that is waiting.

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Optional Calling Features, (Cont'd.)

6.1.1 Feature Descriptions, (cont'd.)

Caller ID-Number Only – Provides for the display of the calling party telephone number on Caller ID compatible Customer premises equipment.

Caller ID Name and Number– Provides for the display of the calling party name and telephone number on Caller ID compatible Customer premises equipment.

Custom Ringing - Allows a Customer to have up to two separate telephone numbers (one main and one additional number) associated with one local exchange access line. Each telephone numbers has a distinctive ring on incoming calls for identification purposes.

Priority Call - Allows a Customer to assign a maximum of fifteen (15) callers' telephone numbers to a special list. The customer will hear a distinctive ring at his location when calls are received from callers' telephone numbers on that list.

Speed Calling 8 - Allows the Customer to dial an abbreviated code to originate a call to any of 8 programmed telephone numbers.

Three-Way Calling - Allows the Customer to add a third party to an existing conversation.

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)**6.1 Optional Calling Features, (Cont'd.)****6.1.2 Rates****(A) Features Offered on a Monthly Basis**

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines that will have access to the feature.

Feature	Monthly Recurring Charge	
	Business	Residential
Anonymous Call Rejection	\$3.00	\$3.00
Auto Call Back (*69)	\$4.00	\$4.00
Auto Redial	\$3.00	\$3.00
Call Forwarding - Busy Line	\$2.00	\$2.00
Call Waiting/ Call Waiting with Caller ID	\$6.00	\$6.00
Caller ID Name and Number	\$8.50	\$6.50
Distinctive Ringing	\$6.50	\$4.50
Priority Call	\$1.75	\$1.75
Speed Calling 8	\$3.00	\$1.50
Speed Calling 30	\$4.00	\$2.00
Three Way Calling	\$4.99	\$3.00

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 Daniel Borislow, CEO and President
 YMax Communications Corp.
 223 Sunset Avenue, Suite 223
 Palm Beach, Florida 33480

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Optional Calling Features, (Cont'd.)

6.1.2 Rates, (cont'd.)

(B) Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business and Residence line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer.

Feature	Per Use
Busy Redial	\$0.75
Return Call	\$0.75
Three Way Calling	\$0.75
Call Trace	\$1.50

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Daniel Borislow, CEO and President
 YMax Communications Corp.
 223 Sunset Avenue, Suite 223
 Palm Beach, Florida 33480

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.2 Directory Assistance Services

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

Per Call Charge	\$1.25
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YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)**6.3 Operator Services**

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

Third Party Billed - Provides the Customer with the capability to charge a local call to a third number, which is different from the called, or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls - Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)**6.3 Operator Services, (Cont'd.)****6.3.1 Local Usage Charges**

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call.

6.3.2 Per Call Service Charges

Customer Dialed Calling Card	\$0.75
Operator Dialed Calling Card	\$2.50
Operator Assisted	
Collect	\$2.50
3rd Party Billed	\$2.50
Person-to-Person	\$4.50

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.4 Busy Line Verification and Emergency Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists, requests interruption and the call has already been verified as busy.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

6.4.1 Rates

Busy Line Verification, per request:	\$2.50
Busy Line Interrupt, per request:	\$5.00

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.5 Directory Listing Service

6.5.1 General

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Listing services are available with all classes of main telephone exchange service.

6.5.2 Listings

(A) Primary Listing

One listing, termed the primary listing, is included with each exchange access line or each joint user service.

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Daniel Borislow, CEO and President
YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)**6.5 Directory Listing Service, (Cont'd.)****6.5.2 Listings, (cont'd.)****(B) Additional Listings**

Additional listings may be the listings of individual names of those entitle to use the customer's service or , for business, Departments, Divisions, Tradenames, etc.

In connection with business and residence service, regular additional listings are available only in the names of Authorized Users of the Customer's service.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings. However, when it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a branch exchange, Centrex or extension of an exchange service line installed on the premises of the Customer, but at an address different from that of the attendant position of main service.

Business additional listings are not permitted in connection with residence service. Residence additional listings are also permitted in connection with business service, which is located in a residence and for permanent or season guests residing in a hotel or club.

A residence dual name additional listing is comprised of a surname, two first names, address and telephone number. A residence dual name additional listing may be provided for two persons who share the same surname and reside at the same address, or for a person known by two first names.

Special types of additional listings, such as Alternate, Alpha and Informational, Duplicate and Reference Listings, Foreign Listings, etc. take the same business or residence classification as the service with which such listings are furnished.

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YMax Communications Corp.
223 Sunset Avenue, Suite 223
Palm Beach, Florida 33480

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)**6.5 Directory Listing Service, (Cont'd.)****6.5.2 Listings, (cont'd.)****(C) Nonpublished Service**

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Non published information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/ or bill their clients, or, to telephone customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or telephone numbers may also be delivered to customers on a call-by-call basis.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice notwithstanding any claim the calling party may present, except claims of emergencies involving life and death. In such cases, the Company will call the non-published number and request permission to make an immediate connection to the calling party.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

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YMax Communications Corp.
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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.5 Directory Listing Service, (Cont'd.)

6.5.2 Listings, (cont'd.)

(D) Nonlisted Service

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will only complete calls to a nonlisted number, if requested by a caller, during the course of a directory assistance call completion service.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonlisted service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.5 Directory Listing Service, (Cont'd.)

6.5.3 Monthly Rates

	Monthly Rate	
	Business	Residential
Additional Listings	\$1.50	\$1.00
Nonlisted Service	\$2.00	\$2.00
Nonpublished Service	\$4.50	\$4.50

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SECTION 7 – ACCESS SERVICES

7.1 General

Rates and regulations for the Access Services offered by the Company may be found in Utah Price List No. 2 for YMax Communications Corp.

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SECTION 8 – SPECIAL ARRANGEMENTS

8.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

ICB will be filed with the Public Service Commission.

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YMax Communications Corp.
223 Sunset Avenue, Suite 223
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SECTION 8 – SPECIAL ARRANGEMENTS, (CONT'D.)**8.2 Non-Routine Installation and/or Maintenance**

At the Customer's request, installation and/or maintenance may be performed outside Company regular business hours, or (in sole discretion of the Company and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 9 - PROMOTIONAL OFFERINGS

9.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

9.2 Special Promotions

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges. The Company will notify the Commission prior to the effective date of any promotional offering.

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