

TC99-021

HARBOR CONSULTING GROUP INC.

REGULATORY CONSULTANTS

4312 92ND AVENUE NORTHWEST
GIG HARBOR WASHINGTON 98335

TELEPHONE: 253.266.3910
FACSIMILE: 253.266.3912
EMAIL: HCG@HARBORGROUP.COM

Mark Nyhus

RECEIVED
MAR 08 1999
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

VIA OVERNIGHT DELIVERY

5 March 1999

Mr. William Bullard, Jr.
South Dakota Public Utilities Commission
State Capitol Building, 1st Floor
500 East Capitol Avenue
Pierre, South Dakota 57501-5070

RE: Promise-Net International, Ltd. - Application for a Certificate of Public
Convenience and Necessity

Dear Mr. Bullard:

Enclosed are an original and ten (10) copies Promise-Net International, Ltd.'s
Application for a Certificate of Public Convenience and Necessity to provide intrastate
long distance telecommunications services within the State of South Dakota. Also
enclosed is a check in the amount of \$250.00 to cover the cost of filing.

Please acknowledge receipt of this filing by file-stamping and returning the extra copy of
the first page of the application in the self-addressed, stamped envelope provided for this
purpose.

Questions concerning this filing may be directed to me.

Sincerely,

Harbor Consulting Group Inc.



Mark Nyhus
Director - Regulatory Affairs

Enclosures

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

In the Matter of the Application)
of Promise-Net International, Ltd. for)
Registration as a Provider of) No. _____
Intrastate Telecommunications)
Service on a Resold Basis in the)
State of South Dakota.)

APPLICATION

Promise-Net International, Ltd. ("Applicant" or "company"), a privately-held corporation, organized under the laws of the State of Georgia, hereby applies for registration as a provider of intrastate telecommunications services within the State of South Dakota on a resold basis, pursuant to SDCL 49-13-3 and ARSD 20:10:24:02. In support of its Application, Applicant provides the following information:

(1) Section 20:10:24:02(1). Applicant's name, address, telephone number and facsimile number are:

Promise-Net International, Ltd.
2671 Centerville Highway
Snellville, Georgia 30078

Telephone: 901.586.2134
Facsimile: 770.985.3312

(2) Section 20:10:24:02(2). Applicant will provide its service as Promise-Net International, Ltd.

(3) Section 20:10:24:02(3)(a). Applicant is a privately-held corporation organized under the laws of the State of Georgia on May 1, 1998. A copy of Applicant's Articles of Incorporation is attached as Exhibit A.

(4) Section 20:10:24:02(3)(b). Applicant will not establish an office in the State of South Dakota. Its current registered agent is:

CT Corporation System
319 South Coteau Street
Pierre, South Dakota 57101

(5) Section 20:10:24:02(3)(c). The names, title and address of Applicant's officers and stockholders are:

Mr. Ara F. Kalpak
President
2671 Centerville Highway
Snellville, Georgia 30078

Mr. Burl Sheppard
Vice President
3375 Rowland Mill Road
Buena Vista, Tennessee 38318

Mr. Richard Foisy
Secretary/Treasurer
2671 Centerville Highway
Snellville, Georgia 30078

(6) Section 20:10:24:02(3)(d). Applicant does not own nor control any subsidiaries.

(7) Section 20:10:24:03(5). Applicant is a non-facilities-based interexchange telecommunications resale provider proposing to offer switched and dedicated access, inbound and outbound interexchange telecommunications services throughout the State of South Dakota. Applicant's services will be available to customers twenty-four hours per day, seven days per week, at rates, terms and conditions set by Applicant. Applicant does not propose to offer alternative operator services.

All network facilities are the property of, and controlled by Applicant's underlying

carriers, TeleHub and USLD/LCI. Applicant's local access is provided as part of the network services purchased from Applicant's underlying carriers.

Applicant offers switched and dedicated access, inbound and outbound "1 plus", "800" and prepaid calling card services. Applicant's services are meant to compete directly with services provided by other interexchange carriers authorized to provide such services by the Commission. As a non-facilities-based reseller, Applicant is able to pass on significant savings to its customers, through volume purchase discounts provided by an underlying carriers, enabling customers to obtain attractive interexchange service rates.

(8) Section 20:10:24:02(6). As a non-facilities-based provider of telecommunications services, Applicant relies solely on the networks of its underlying carriers for local access, switching and transport. Applicant's service will be available twenty-four hours per day, seven days per week.

(9) Section 20:10:24:02(7). Applicant's service will be available throughout the entire State of South Dakota. As such, it is not limited by "service boundaries". No map is included, accordingly.

(10) Section 20:10:24:02(8). Applicant's pro forma balance sheet and income statement are attached as Exhibit B. Applicant will require no additional debt to finance its operations in South Dakota. As a privately-held corporation, Applicant does not issue an annual report nor report to stockholders. Applicant's terms and conditions of service are included in its tariff, which is attached as Exhibit C.

(11) Section 20:10:24:02(9). Correspondence and communications concerning this

Application and tariff should be directed to:

Mr. Mark Nyhus
Harbor Consulting Group Inc.
4312 92nd Avenue Northwest
Gig Harbor, Washington 98335

Telephone: 253.265.3910
Facsimile: 253.265.3912

Official point of contact for the on-going operations of the company and customer complaints/inquiries from the Commission is:

Mr. Ara F. Kalpak
President
2671 Centerville Highway
Snellville, Georgia 30078

Telephone: 901.586.2134
Facsimile: 770.985.3312

Customers may contact Applicant's customer service department directly at 888.492.6815 or 888.693.0990.

(13) Section 20:10:24:02(10). Applicant holds intrastate operating authority in California, Idaho, Indiana, Iowa, Kentucky, Michigan, Missouri, Montana, Nebraska, New Jersey, Oregon, Texas, Utah, Virginia and Wyoming, and has initiated applications for regulatory authority in the remaining states. In no instance has any of Applicant's applications been suspended or rejected.

(14) Section 20:10:24:02(11). Applicant markets its services through a combination of in-house sales representatives and independent agents. Applicant is solely responsible for development of all marketing material provided to prospective customers.

(15) Section 20:10:24:02(12). Not applicable. Applicant's service is a competitive service.

(16) Applicant submits the following reasons in support of its belief that the public interest will be served by the approval of this Application:

(a) While providing its customers with cost advantages realized by the resale of communications facilities, Applicant's service will necessarily utilize existing carrier communications facilities more efficiently through increased usage and provide greater revenues for local exchange carriers by way of additional access purchase through other carriers.

(c) Commission approval of this Application will bring the following long-term benefits to the public:

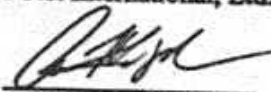
- (i) greater value to customers through lower-priced, better quality services;
- (ii) innovative telecommunications services;
- (iii) increased consumer choice in telecommunications service and alternative billing options;
- (iv) efficient use of existing telecommunications resources, as well as increased diversification and reliability in the supply of telecommunications services;
- (v) an additional tax revenue source for the State of South Dakota; and
- (vi) additional access revenues to local exchange providers.

WHEREFORE, Promise-Net International, Ltd. respectfully requests the South Dakota Public Utilities Commission grant Certificate of Public Convenience and Necessity authorizing the provision of competitive intrastate telecommunications resale services within the State of

South Dakota.

Respectfully submitted this 3rd day of August, 1999.

Promise-Net International, Ltd.

By: 

Ara F. Kalpak
President
2671 Centerville Highway
Snellville, Georgia 30078

Telephone: 901.586.2134
Facsimile: 770.985.3312

Harbor Consulting Group Inc.
4312 92nd Avenue Northwest
Gig Harbor, Washington 98335

Telephone: 253.265.3910
Facsimile: 253.265.3912

Applicant's Regulatory Consultants

VERIFICATION OF APPLICANT

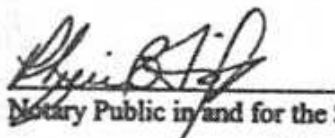
STATE OF GEORGIA)
)
COUNTY OF GWINNETT) ss.

I, Ara F. Kalpak, being first duly sworn and deposed, state that I am President of Promise-Net International, Ltd., the Applicant in the proceeding entitled above, and am authorized to make this verification; that I have read the foregoing application and know the contents thereof; and as to those matters that are therein stated on information or belief, I believe them to be true.



Ara F. Kalpak

Subscribed and sworn to before me this 3rd day of March, 1999.



Notary Public in and for the State of Georgia,

residing at: 2502 Rosebud Rd

Emory GA 30017

My commission expires 8/24/2002.

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

In the Matter of the Application)
of Promise-Net International, Ltd. for)
Registration as a Provider of) No. _____
Intrastate Telecommunications)
Service on a Resold Basis in the)
State of South Dakota.)

LIST OF EXHIBITS

EXHIBIT A	ARTICLES OF INCORPORATION
EXHIBIT B	PRO FORMA FINANCIAL STATEMENTS
EXHIBIT C	PROPOSED TARIFF
EXHIBIT D	CERTIFICATE OF AUTHORITY

EXHIBIT A

ARTICLES OF INCORPORATION
(Attached)

Secretary of State
Corporations Division
Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER: 9817311
EFFECTIVE DATE: 05/01/1998
COUNTY : GWINNETT
REFERENCE : 0047
PRINT DATE : 05/06/1998
FORM NUMBER : 311

DAVID H. ROBERTSON
2945 WEST MAIN STREET
SNELLVILLE GA 30078

CERTIFICATE OF INCORPORATION

I, Lewis A. Massey, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that

PROMISE-NET INTERNATIONAL, LTD.
A DOMESTIC-PROFIT-CORPORATION

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.

Lewis A. Massey
LEWIS A. MASSEY
SECRETARY OF STATE



**ARTICLES OF INCORPORATION
OF
PROMISE-NET INTERNATIONAL, LTD.**

1.

The name of the corporation is:
PROMISE-NET INTERNATIONAL, LTD.

2.

The corporation shall have authority to issue not more than 100,000 shares of \$1.00 par value stock.

3.

The Corporation is a statutory close corporation pursuant to O.C.G.A. §14-2-901, et seq.

4.

The holders of the shares of the Corporation's stock shall have preemptive rights to acquire on pro-rata basis by law any unissued shares of its stock which the Corporation intends to issue subsequently, said pro-rata rights to be based upon the individual holder's existing percentage of ownership at the time of the proposed issuance.

5.

The initial registered office of the corporation shall be at 1316 Oleander Drive, S.W., Lilburn, Gwinnett County, Georgia 30047. The initial registered agent of the corporation at such address shall be ARA KALPAK.

6.

The mailing address of the initial principal office of the corporation is:

1316 Oleander Drive, S.W.
Lilburn, GA 30047

7.

The name and the address of the incorporator is:

David H. Robertson
D.H. Robertson & Associates, P.C.
2945 West Main Street
Snellville, GA 30078

IN WITNESS WHEREOF, the undersigned executes these Articles of Incorporation.



DAVID H. ROBERTSON

David H. Robertson
D.H. Robertson & Associates, P.C.
2945 West Main Street
Snellville, GA 30078
(770) 736-5182

SECRETARY OF STATE

MAR 1 2 53 PM '90

BSN ()

EXHIBIT B

PRO FORMA FINANCIAL STATEMENTS
(Attached)

CONFIDENTIAL 1

EXHIBIT C

**PROPOSED TARIFF
(Attached)**

TELECOMMUNICATIONS TARIFF

OF

PROMISE-NET INTERNATIONAL, LTD.

2671 Centerville Highway, Snellville, Georgia

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by Promise-Net International, Ltd. ("Promise-Net") within the State of South Dakota. This Tariff is on file with the South Dakota Public Utilities Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 2671 Centerville Highway, Snellville, Georgia.

Issued: March 5, 1999
Issued By:

Ara F. Kalpak
Promise-Net International, Ltd.
2671 Centerville Highway
Snellville, Georgia 30078
770.985.7302

Effective Date:

CHECK SHEET

The Sheets 1 through 32 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29	Original
10	Original	30	Original
11	Original	31	Original
12	Original	32	Original
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

Issued: March 5, 1999

Effective Date:

Issued By:

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2671 Centerville Highway
Snellville, Georgia 30078
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770.985.7302

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770.985.7302

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify **changed** condition or regulation
- (D) To signify **deleted or discontinued** rate, regulation or condition
- (I) To signify a change resulting in an **increase** to a Customer's bill
- (M) To signify that material has been **moved** from another Tariff location
- (N) To signify a **new** rate, regulation condition or sheet
- (R) To signify a change resulting in a **reduction** to a Customer's bill
- (T) To signify a change in text but no change to rate or charge

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TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the heading of each sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of code 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.
 - 2.1.1.A.1.(a).1.(i).
 - 2.1.1.A.1.(a).1.(i).(1).
- D. **Check Sheets** - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the sheets contained in the Tariff with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

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APPLICATION OF TARIFF

This Tariff contains the rates, terms and conditions applicable to the provision of specialized resold intrastate common carrier telecommunications services by Promise-Net International, Ltd. between various locations within the State of South Dakota.

All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offerings.

Issued: March 5, 1999

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Effective Date:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Called Station:

The terminating point of a call (i.e., the called number).

Calling Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Commission:

South Dakota Public Utilities Commission

Company:

Promise-Net International, Ltd.

Credit Card:

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Customer:

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Dedicated Access:

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station or the Company's operator.

Subscriber:

See "Customer" definition.

"800" Number:

An interexchange service offered pursuant to this tariff for which the called party is assigned a unique 800-NXX-XXXX or 888-NXX-XXXX or 877-NXX-XXXX number, or any other NPA, and is billed for calls terminating at that number.

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SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of South Dakota.
- 2.1.2. Company is a non-facilities-based provider of resold interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport, and termination services provided by interexchange carriers.
- 2.1.4. Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.5. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

2.2. LIMITATIONS OF SERVICE

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.

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Snellville, Georgia 30078
770.985.7302

Effective Date:

SECTION 2 - RULES AND REGULATIONS Continued

2.2. LIMITATIONS OF SERVICE, Continued

- 2.2.2. Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this Tariff or the Commission rules.
- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.3. USE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.3. USE, Continued

2.3.3. Application for service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

2.4. LIABILITIES OF THE COMPANY

2.4.1. The Company will not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities to the extent that such damages are caused by the negligence of the Customer.

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Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3. Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.
- 2.4.4. Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
 - B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
 - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.5. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

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Promise-Net International, Ltd.
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Snellville, Georgia 30078
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Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.6. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.7. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.8. The Customer shall be liable, to the extent permissible under South Dakota law, for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment.

Issued: March 5, 1999

Issued By:

Ara F. Kalpak
Promise-Net International, Ltd.
2671 Centerville Highway
Snellville, Georgia 30078
770.985.7302

Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued**2.5. INDEMNITY**

Subject to the limitations of liability set forth in Section 2.4 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all claims to the extent that such claims were proximately caused by any negligent or willful act or omission by the party from whom indemnity is sought, or by the agents, employees, subcontractors or assignees of the party from whom indemnity is sought, in connection with use of the Services. The indemnifying party under this Section shall defend the other at the other's request against any such claim. The party seeking indemnification under this Section must notify the other promptly of written claims or demands for which the indemnifying party may be responsible. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal, provided it pays the cost of any required appeal bond, compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

2.6. FULL FORCE AND EFFECT

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

Issued: March 5, 1999

Issued By:

Ara F. Kalpak
Promise-Net International, Ltd.
2671 Centerville Highway
Snellville, Georgia 30078
770.985.7302

Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued

2.7. INTERRUPTION OF SERVICE

- 2.7.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.7.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.
- 2.7.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

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SECTION 2 - RULES AND REGULATIONS, C ntinued

2.8. RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

2.9. MINIMUM SERVICE PERIOD

The minimum service period is one month (30 days).

2.10. PAYMENTS AND BILLING

2.10.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.

2.10.2. The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.

2.10.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty (30) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, and may be subject to additional collection agency fees.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.10. PAYMENTS AND BILLING, Continued

- 2.10.4. A charge of \$20.00 or five (5) percent of the amount of the check, whichever is greater, will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.
- 2.10.5. Billing disputes should be addressed to Company's customer service organization via telephone to 888.492.6815 or 888.693.0990. Customer service representatives are available from 6:00 AM to 12:00 AM Central Time. Messages may be left for Customer Services from 12:00 AM to 5:59 AM Central Time, which will be answered on the next business day, unless in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.
- 2.10.6. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.10. PAYMENTS AND BILLING, Continued

2.10.6., Continued

- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the South Dakota Public Utilities Commission's for its investigation and decision.

The address and telephone number of the Commission are:

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

Telephone: (800) 332-1782
TTY (800) 877-1113

2.11. CANCELLATION BY CUSTOMER

- 2.11.1. Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation.
- 2.11.2. Customer is responsible for usage charges while still connected to the Company's service, even if the customer utilizes services rendered after the Customer's request for cancellation has been made notice and the payment of associated local exchange company charges, if any, for service charges.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.11. CANCELLATION BY CUSTOMER, Continued

2.11.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:

- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed upon with the Customer for the non-recoverable portions of expenditures; or
- B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
- C. If based on an order for service and construction has either begun or has been completed, but no service provided.

2.12. CANCELLATION BY COMPANY

2.12.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:

- A. In the event of a condition determined to be hazardous to the Customer, to other customers of the utility, to the utility's equipment, the public or to employees of the utility; or
- B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or

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SECTION 2 - RULES AND REGULATIONS, Continued

2.12. CANCELLATION BY COMPANY, Continued

2.12.1., Continued

- C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
- D. For unlawful use of the service or use of the service for unlawful purposes; or
- E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.

2.12.2. Company may discontinue service according to the following conditions upon five (5) days' notice:

- A. For violation of Company's filed tariffs; or
- B. For the non-payment of any proper charge as provided by Company's Tariff; or
- C. For Customer's breach of the contract for service between the utility and Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.12. CANCELLATION BY COMPANY, Continued

- 2.12.3. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.
- 2.12.4. The Company may refuse to permit collect calling, calling card and third-number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

2.13. INTERCONNECTION

- 2.13.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.13.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.14. DEPOSITS AND ADVANCE PAYMENTS

To ensure payment for services, the Company may at any time and at its sole discretion require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of its responsibility for prompt payment of bills. Deposits will only be asked for on dedicated services. Customer deposits would consist of a one week letter of credit, inclusive of one week prepaid estimated usage to be adjusted as usage increases.

2.15. CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

2.16. TAXES

The Customer is responsible for payment of all federal, state and local taxes, franchise, excise and other fees applicable to the Services, including, but not limited to: sales, use, excise, franchise, access, universal service, 911 services and handicapped services.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1. TIMING OF CALLS

- 3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.
- 3.1.2. The minimum call duration for billing purposes for all services except calling card service is eighteen (18) seconds with six (6) second billing increments thereafter. Minimum call duration for calling cards is sixty (60) seconds with six (6) second billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.

3.2. PROMISE-NET TELECOMMUNICATIONS SERVICES

- 3.2.1. The rate for Company's service is based on the following factors:
- A. The monthly billing volume;
 - B. The duration of the call; and
 - C. The type of service subscribed to.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.2. PROMISE-NET TELECOMMUNICATIONS SERVICES, Continued**

- 3.2.2. **One Plus Service** is a switched or dedicated access service, offering users outbound "1 plus" long distance telecommunications services from points originating and terminating in the State of South Dakota.
- 3.2.3. **800 Service** is a switched or dedicated access service, offering users inbound, toll free "800" number, long distance telecommunications services from points originating and terminating in the State of South Dakota. This service enables the caller to contact the Customer without incurring toll charges, through the use of an assigned "800" number. The Customer pays for the call.
- 3.2.4. **Calling Card Service** permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch tone phone in the United States by dialing a toll free "800" number and entering a personal identification code, followed by the desired telephone number. Calling card calls are billed at the Company's tariffed rates and appear on the Customer's monthly long-distance bill.
- 3.2.5. **"Promise Card" Prepaid Calling Card Service** is a discretionary, switched-access service available to Customers via a toll-free number from any dual-tone, multi-frequency telephone in the United States. Customers purchase the Company's prepaid calling cards which immediately enables users to place calls from any dual-tone, multi-frequency telephone, at the Company's tariffed rates. The Calling Card is issued with zero minutes of time. Before it can be used to make long distance calls, it must first be charged, which can only be done with a credit card, check or money order. Calling time must be purchased or activated by the user with a minimum activation of \$25.00. The Customer is informed of the balance of the card at the beginning of each call.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.3. PROMOTIONS

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations, rules and shall be filed with the Commission prior to being initiated.

3.4. RATE GROUPS

3.4.1. Group A

Offered to Associations and Affinity Groups providing service to residential and small businesses.

3.4.2. Group B

Based on wholesale dial-around and wholesale large-volume commitments on international termination.

3.4.3. Group C

Based on volume and term commitments.

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SECTION 4 - RATES**4.1. SERVICE CHARGES**

Service charges per account are based on the following schedules:

4.1.1. Switched Access Services**A. One Plus Service**

<u>Rate Group</u>	<u>Initial 18 seconds</u>	<u>Additional 6 seconds</u>
Group A (001)	\$0.02010	\$0.00670
Group A (002)	\$0.02228	\$0.00760
Group A (003)	\$0.02520	\$0.00840
Group A (008)	\$0.02262	\$0.00754
Group A (009)	\$0.02460	\$0.00820
Group A (010)	\$0.02754	\$0.00918
Group B (011)	\$0.02262	\$0.00754
Group C (012)	\$0.01764	\$0.00588
Group C (018)	\$0.02370	\$0.00790
Group C (019)	\$0.02700	\$0.00900
Group C (020)	\$0.02370	\$0.00790
Group C (021)	\$0.02700	\$0.00900
Group C (022)	\$0.02550	\$0.00850

Group A: There is a monthly service charge of \$2.00 for customers under \$18.00 of billable usage.

Group B: There is a monthly service charge of \$2.00 for customers under \$18.00 of billable usage.

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SECTION 4 - RATES, Continued**4.1. SERVICE CHARGES, Continued****4.1.1. Switched Access Services, Continued****B. 800 Service**

<u>Rate Group</u>	<u>Initial 18 seconds</u>	<u>Additional 6 seconds</u>
Group A (001)	\$0.02010	\$0.00670
Group A (002)	\$0.02228	\$0.00760
Group A (003)	\$0.02520	\$0.00840
Group A (008)	\$0.02262	\$0.00754
Group A (009)	\$0.02460	\$0.00820
Group A (010)	\$0.02754	\$0.00918
Group B (011)	\$0.02262	\$0.00754
Group C (012)	\$0.01764	\$0.00588
Group C (018)	\$0.02370	\$0.00790
Group C (019)	\$0.02700	\$0.00900
Group C (020)	\$0.02370	\$0.00790
Group C (021)	\$0.02700	\$0.00900
Group C (022)	\$0.02550	\$0.00850

A recurring monthly charge of \$1.00 is billed for each inbound "800" number.

A \$0.36 surcharge will apply to all calls initiated from a pay telephone.

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SECTION 4 - RATES, Continued**4.1. SERVICE CHARGES, Continued****4.1.2. Dedicated Access Services**

Dedicated access services are designed for Customers with high traffic volumes, whose traffic volumes justify the additional costs of dedicated access facilities. Customers must experience a minimum of \$1,200.00 of monthly calling to qualify for dedicated access services. Dedicated facilities may be provided by the Customer or through the Company and are billed by the underlying local service provider under its access tariffs.

A. Dedicated One Plus Service

<u>Rate Group</u>	<u>Initial 18 seconds</u>	<u>Additional 6 seconds</u>
Group A	\$0.0126	\$0.004200
Group B	\$0.0132	\$0.004375
Group C	\$0.0195	\$0.006500

There is a \$5.00 per month service charge per account. (Plus monthly recurring charges on T-1's per T, based on mileage.)

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SECTION 4 – RATES, Continued**4.1. SERVICE CHARGES, Continued****4.1.2. Dedicated Access Services, Continued****B. Dedicated Access 800 Service**

<u>Rate Group</u>	<u>Initial 18 seconds</u>	<u>Additional 6 seconds</u>
Group A	\$0.0144	\$0.0048.
Group B	\$0.0150	\$0.0050
Group C	\$0.0210	\$0.0070

A \$0.36 surcharge will apply to all calls initiated from a pay telephone.

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SECTION 4 – RATES, Continued**4.1. SERVICE CHARGES, Continued****4.1.3. Calling Card Service**

Calling card charges are billed in six (6) second increments with a sixty (60) second minimum per call.

<u>Rate Group</u>	<u>Initial 60 seconds</u>	<u>Additional 6 seconds</u>
Group A	\$0.1590	\$0.0159
Group B	\$0.1690	\$0.0169
Group C	\$0.1790	\$0.0179

A \$0.36 surcharge will apply to all calls initiated from a pay telephone.

4.1.4. "Promise Card" Prepaid Calling Card Service

Calling card charges are billed in six (6) second increments with a sixty (60) second minimum per call.

	<u>Initial 60 seconds</u>	<u>Additional 6 seconds</u>
Promise Card	\$0.1590	\$0.0159

A \$0.36 surcharge will apply to all calls initiated from a pay telephone.

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SECTION 4 - RATES, Continued**4.1. SERVICE CHARGES, Continued****4.1.5. Access Surcharge**

A Monthly Access Surcharge will apply to each presubscribed line on a Customer's account.

PICC - Business Customers	Primary Business Line	\$0.53
	Secondary Business Line	\$2.75
PICC - Residential Customers	Primary Residential Line	\$0.53
	Secondary Residential Line	\$1.50

4.1.6. Directory Assistance

The Company provides Directory Assistance as an ancillary service exclusively to its customers. Directory Assistance is accessible by dialing "1", the area code of the desired number and "555-1212".

Directory Assistance, per call \$0.99

4.1.7. Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this Tariff and shall be filed with the Commission prior to being initiated. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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EXHIBIT D

CERTIFICATE OF AUTHORITY
(Attached)

State of South Dakota

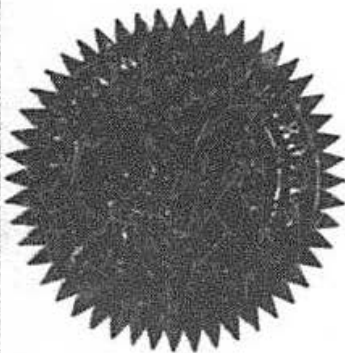


OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF AUTHORITY

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of PROMISE-NET INTERNATIONAL, LTD. (GA) 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 December 11, 1998.

Joyce Hazeltine

JOYCE HAZELTINE
Secretary of State

SECRETARY OF STATE
STATE CAPITOL
500 E. CAPITOL
PIERRE, S.D. 57501-5077
605-773-4845
FAX (605) 773-4550

FILE NO. _____
RECEIPT NO. RECEIVED

DEC 11 1998

APPLICATION FOR CERTIFICATE OF AUTHORITY

Pursuant to the provisions of SDCL 47-8-7, the undersigned corporation hereby applies for a Certificate of Authority to transact business in the State of South Dakota and for that purpose submits the following statement:

(1) The name of the corporation is Promise-Net International, Ltd.
(Exact corporate name)

(2) If the name of the corporation does not contain the word "corporation", "company", "incorporated" or "limited" or does not contain an abbreviation of one of such words, then the name of the corporation with the word or abbreviation which it elects to add thereto for use in this state is _____

(3) State where incorporated Georgia Federal Taxpayer ID# 58-2420247

(4) The date of its incorporation is May 1, 1998 and the period of its duration, which may be perpetual, is Perpetual

(5) The address of its principal office in the state or country under the laws of which it is incorporated is

2671 Centerville Highway, Snellville, Georgia Zip Code 30078

mailing address if different from above is: Same

Zip Code _____

(6) The street address, or a statement that there is no street address, of its proposed registered office in the State of South Dakota is c/o C T Corporation System, 319 S. Coteau Zip 57501
and the name of its proposed registered agent in the State of South Dakota at that address is

C T Corporation System

(7) The purposes which it proposes to pursue in the transaction of business in the State of South Dakota are: (state specific purpose) To distribute/sell tele-communication products and services.

(8) The names and respective addresses of its directors and officers are:

Name	Officer Title	Street Address	City	State	Zip
<u>Ara Kalpak</u>	<u>President/Secretary/Treasurer</u>	<u>2671 Centerville Highway, Snellville, Georgia 30078</u>			
<u>Burl Sheppard</u>	<u>Vice President</u>	<u>2671 Centerville Highway, Snellville, Georgia 30078</u>			
_____	_____	_____			
_____	_____	_____			
_____	_____	_____			

(9) The aggregate number of shares which it has authority to issue, itemized by classes, par value of shares, shares without par value, and series, if any, within a class is:

Number of shares	Class	Series	Par value per share or statement that shares are without par value
<u>100,000</u>	<u>Common</u>	<u>(No series)</u>	<u>\$1.00</u>

(10) The aggregate number of its issued shares, itemized by classes, par value of shares, shares without par value, and series, if any, within a class, is:

Number of shares	Class	Series	Par value per share or statement that shares are without par value
<u>500</u>	<u>Common</u>	<u>(No series)</u>	<u>\$1.00</u>

(11) The amount of its stated capital is \$500.00

Shares issued times par value equals stated capital. In the case of no par value stock, stated capital is the consideration received for the issued shares.

(12) This application is accompanied by a CERTIFICATE OF FACT or a CERTIFICATE OF GOOD STANDING duly acknowledged by the secretary of state or other officer having custody of corporate records in the state or country under whose laws it is incorporated.

(13) That such corporation shall not directly or indirectly combine or make any contract with any incorporated company, foreign or domestic, through their stockholders or the trustees or assigns of such stockholders, or with any copartnership or association of persons, or in any manner whatever to fix the prices, limit the production or regulate the transportation of any product or commodity so as to prevent competition in such prices, production or transportation or to establish excessive prices therefor.

(14) That such corporation, as a consideration of its being permitted to begin or continue doing business within the State of South Dakota, will comply with all the laws of the said State with regard to foreign corporations.

The application must be signed, in the presence of a notary public, by the chairman of the board of directors, or by the president or by another officer.

I DECLARE AND AFFIRM UNDER THE PENALTY OF PERJURY THAT THIS APPLICATION IS IN ALL THINGS, TRUE AND CORRECT.

Dated DEC 7 1998



(Signature) Ara Kalpak

(Title)

State of Georgia
County of Gwinnett

On this 7th day of DEC., 1998, before me _____ personally appeared Ara Kalpak, known to me, or proved to me, to be the Secretary of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed same.

My Commission Expires: 8/26/2002

(Notary Public)

The Consent of Appointment below must be signed by the registered agent listed in number six.

CONSENT OF APPOINTMENT BY THE REGISTERED AGENT

I, C T Corporation System, hereby give my consent to serve as the
(name of registered agent)

registered agent for Promise-Net International, Ltd.
(corporate name)

Dated December 7 1998

MARY R. ADAMS
(signature of registered agent)

MARY R. ADAMS

0784

PROMISE-NET INTERNATIONAL, LTD
2871 CENTERVILLE HIGHWAY
(770) 886-7302
SMELVILLE, GA 30078

FIDELITY NATIONAL BANK
ATLANTA, GA
84-242/511

PAY *Two Hundred Fifty And no/100* ————— *DOLLAR*

TO THE ORDER OF *SOUTH DAKOTA PUBLIC UTILITIES*

DATE
3/1/89

AMOUNT
\$ 250.00

[Handwritten Signature]

AUTHORIZED SIGNATURE

SECURITY FEATURES ENCLOSED. DETAILS ON BACK.

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South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of March 4, 1999 through March 10, 1999

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Delaine Kolbo within five business days of this filing.
Phone: 605-773-3705 Fax: 605-773-3809

TELECOMMUNICATIONS

TC99-020 In the Matter of the Application of United States Advanced Network, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

United States Advanced Network, Inc. seeks authority to provide intrastate prepaid card service in conjunction with its interstate service offerings to residential and business customers.

Staff Attorney: Camron Hoseck
Staff Analyst: Harlan Best
Date Filed: 03/05/99
Intervention Deadline: 03/26/99

TC99-021 In the Matter of the Application of Promise-Net International, Ltd. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

Promise-Net International, Ltd. is a reseller which intends to offer switched and dedicated access, 800/888 toll free, 1 plus, and prepaid calling card interexchange services on a statewide basis.

Staff Attorney: Karen Cremer
Staff Analyst: Keith Senger
Date Filed: 03/08/99
Intervention Date: 03/26/99

TC99-022 In the Matter of the Application of Glyphics Communications, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

Glyphics Communications, Inc. proposes to offer outbound presubscribed service and toll free inbound service. Services will be provided to both residential and business customers. Intrastate service is offered as an add-on to Glyphics' interstate service.

Staff Attorney: Camron Hoseck
Staff Analyst: Harlan Best
Date Filed: 03/10/99
Intervention Deadline: 03/26/99

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

HARBOR CONSULTING GROUP INC.

REGULATORY CONSULTANTS

4312 92ND AVENUE NORTHWEST
GIG HARBOR WASHINGTON 98335

TELEPHONE: 253.265.3910
FACSIMILE: 253.265.3912
EMAIL: HCG@HARBORGROUP.COM

Mark Nyhus

RECEIVED

JUL 13 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

VIA FACSIMILE & PRIORITY MAIL

8 July 1999

Mr. Keith Senger
South Dakota Public Utilities Commission
State Capitol Building, 1st Floor
500 East Capitol Avenue
Pierre, South Dakota 57501-5070

RE: SD PUC Docket TC99-021 - Promise-Net International, Ltd. Application for
a Certificate of Public Convenience and Necessity

Dear Mr. Senger:

Pursuant to your request in the above-referenced docket number, the purpose of this letter is to provide you with additional information in support of Promise-Net International, Ltd.'s Application for a Certificate of Public Convenience and Necessity to provide intrastate long distance telecommunications services within the state of South Dakota.

1. ARSD 20:10:24:02(8): Enclosed are copies of Promise-Net's balance sheet and income statement as of March 31, 1999. The company does not generate cash flow statements and requests that the Commission accept the enclosed documents as evidence of its ability to provide continuous, high-quality service in the state of South Dakota.
2. ARSD 20:10:24:02(9): Customer service will be provided by Promise-Net via toll-free numbers (888.492.6815 or 888.693.0990). Billing will be performed by a combination of third-party vendor (Century 3rd Partie) and local exchange carrier billing.
3. ARSD 20:10:24:02(11): The company intends to market its services to both residential and business customers through a combination of in-house staff and independent agents. The company will not engage in multi-level marketing. Enclosed for the Commission's reference is a copy of the company's letter of authorization.

Mr. Keith Senger
8 July 1999


Page 2

4. ARSD 20:10:24:02(13): Promise-Net's federal tax identification number is 58-2420247.
5. ARSD 20:10:24:02(14): Promise-Net does not have any complaints filed against it by any state or federal regulatory commission regarding the unauthorized switching of a customer's telecommunications provider or the charging for services that have not been ordered.
6. SDCL 57A-3-421: As requested, Section 2.10.4 on Original Sheet No. 18 has been modified to exclude the unlawful language regarding returned checks.
7. SDCL 43-31-3 and ARSD 20:10:24:02: Promise-Net will not offer prepaid calling cards or collect advance payments or deposits at this time. Accordingly, all references to these items have been removed from the tariff and revised tariff sheets are enclosed.
8. The gap between items 11 and 13 on page 4 of the application is a typographical error.

Thank you for your assistance with this matter. Questions concerning this filing may be directed to me.

Sincerely,

Harbor Consulting Group Inc.



Mark Nylius

Regulatory Consultant for
Promise-Net International, Ltd.

Enclosures

Promise-Net International, Ltd.
Balance Sheet
March 31, 1999

ASSETS

Current Assets		
Regular Checking Account	\$	190,403.74
Accounts Receivable		337,272.00
Other Receivables		9,200.00
		<u>536,875.74</u>
Total Current Assets		
Property and Equipment		
Furniture and Fixtures		7,500.00
Equipment		34,457.82
Accum. Depreciation		<3,784.00>
		<u>38,173.82</u>
Total Property and Equipment		
Other Assets		
Licensing Fees		45,013.03
Accum. Amortization-Licensing		<1,044.00>
		<u>43,969.03</u>
Total Other Assets		
Total Assets	\$	<u><u>619,018.59</u></u>

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	\$	222,599.52
		<u>222,599.52</u>
Total Current Liabilities		
Long-Term Liabilities		
Loans from Officers		161,333.08
		<u>161,333.08</u>
Total Long-Term Liabilities		
Total Liabilities		383,932.60
Capital		
Common Stock		500.00
Paid-in Capital		39,500.00
Retained Earnings		41,467.42
Net Income		153,618.57
		<u>235,085.99</u>
Total Capital		235,085.99
Total Liabilities & Capital	\$	<u><u>619,018.59</u></u>

Unaudited - For Management Purposes Only

Prognose-Net International, Ltd.
Income Statement
For the Three Months Ending March 31, 1999

	Current Month		Year to Date	
Revenues				
Professional Fees	\$ 0.00	0.00	\$ 0.00	0.00
Long Distance Communications	444,745.10	100.00	716,614.08	99.97
Sales of Materials	0.00	0.00	0.00	0.00
Overtime	0.00	0.00	0.00	0.00
Interest Income	0.00	0.00	239.87	0.03
Other Income	0.00	0.00	0.00	0.00
Finance Charge Income	0.00	0.00	0.00	0.00
Shipping Charges Reimbursed	0.00	0.00	0.00	0.00
Sales/Fee Refunds	0.00	0.00	0.00	0.00
Sales/Fee Discounts	0.00	0.00	0.00	0.00
Total Revenues	444,745.10	100.00	716,853.95	100.00
Cost of Sales				
Cost of Sales	0.00	0.00	0.00	0.00
Long Distance Communications	296,275.05	66.62	389,001.20	54.27
Employee Wages/Taxes	18,616.73	4.19	53,625.13	7.48
Total Cost of Sales	314,891.78	70.80	442,626.33	61.75
Gross Profit	129,853.32	29.20	274,227.62	38.25
Expenses				
Long Distance Billing Services	44,498.00	10.01	57,776.00	8.06
Long Distance Commissions	19,530.65	4.39	36,408.27	5.08
Advertising Expense	0.00	0.00	90.05	0.01
Amortization Expense	522.00	0.12	522.00	0.07
Auto Expenses	0.00	0.00	0.00	0.00
Bad Debt Expense	0.00	0.00	0.00	0.00
Bank Charges	96.09	0.02	548.93	0.08
Cash Over and Short	0.00	0.00	0.00	0.00
Charitable Contributions Exp	0.00	0.00	0.00	0.00
Commissions and Fees Exp	0.00	0.00	0.00	0.00
Depreciation Expense	1,892.00	0.43	1,892.00	0.26
Dues and Subscriptions Exp	0.00	0.00	0.00	0.00
Returned Checks	0.00	0.00	0.00	0.00
Returned Checks	0.00	0.00	0.00	0.00
Employee Benefit Programs Exp	0.00	0.00	0.00	0.00
Freight Expense	0.00	0.00	0.00	0.00
Gifts Expense	0.00	0.00	0.00	0.00
Income Tax Expense	0.00	0.00	0.00	0.00
Insurance Expense	377.91	0.08	1,133.81	0.16
Interest Expense	0.00	0.00	0.00	0.00
Laundry and Cleaning Exp	0.00	0.00	0.00	0.00
Legal and Professional Expense	0.00	0.00	0.00	0.00
Licenses Expense	299.00	0.07	314.00	0.04
Loss on NSF Checks	0.00	0.00	0.00	0.00
Maintenance Expense	444.10	0.10	478.00	0.07
Meals and Entertainment Exp	0.00	0.00	0.00	0.00
Office Expense	965.00	0.22	1,362.76	0.19
Other Taxes	0.00	0.00	0.00	0.00
Payroll Tax Expense	0.00	0.00	0.00	0.00
Penalties and Fines Exp	0.00	0.00	0.00	0.00
Pension/Profit-Sharing Plan Ex	0.00	0.00	0.00	0.00
Postage Expense	0.00	0.00	0.00	0.00

For Management Purposes Only

Promise-Net International, Ltd.
Income Statement
For the Three Months Ending March 31, 1999

	Current Month		Year to Date	
Rent or Lease Expense	6,514.76	1.46	19,545.08	2.73
Repairs Expense	0.00	0.00	0.00	0.00
Refunds	26.02	0.01	461.15	0.06
Salaries Expense	0.00	0.00	0.00	0.00
Supplies Expense	0.00	0.00	0.00	0.00
Telephone Expense	0.00	0.00	0.00	0.00
Travel Expense	0.00	0.00	77.00	0.01
Utilities Expense	0.00	0.00	0.00	0.00
Wages Expense	0.00	0.00	0.00	0.00
Other Expense	0.00	0.00	0.00	0.00
Purchase Disc- Expense Items	0.00	0.00	0.00	0.00
Gain/Loss on Sale of Assets	0.00	0.00	0.00	0.00
Total Expenses	<u>75,165.53</u>	<u>16.90</u>	<u>120,609.05</u>	<u>16.82</u>
Net Income	<u>\$ 54,687.79</u>	<u>12.30</u>	<u>\$ 153,618.57</u>	<u>21.43</u>

Long Distance Application

Letter of Agency

Interstate Rate
7.9¢
Continental U.S.

Circle or Print Billing Number: _____

Date: _____

Circle Name: _____ Title: _____

Address: _____ Phone: () _____

City, State, Zip: _____ Fax: () _____

City, State, Zip: _____

Name or Trade Credit Reference and Reference Number: _____

Please issue me a toll free number and have it ring to _____

Forward Billing Number: _____

London Address: _____

City, State, Zip: _____

Current Name: _____

If moving an existing 800 number please call - Fax on demand 402-996-8600 #201 for RespOrg form.

Additional Information: _____

Name of Current Land Order: _____

Order Form Number: _____

Other Associated Numbers On My Bill - (Attach separate page if needed)

Intralata Service Yes / No (circle one)

Payment Information: _____

I would like to pay my monthly telephone bill with: (Check One)

Credit card: Visa, MC, AmEx, or Credit Card Number: _____

Card Holder Name: _____ Card Holder Signature: _____

City: _____ State: _____ Zip: _____

Exp. Date: _____

Please send me Cardless Calling Card information

By Check: Bill to be sent to the address on my long distance telephone bill. _____
(Please indicate whether you wish to debit my credit card monthly, on the data sent on my long distance telephone bill for the balance due. I warrant that I may change the amount entered at any time or change my credit card billing instructions by calling Prepaid Card Customer Service.

Terms and Agreements: I hereby authorize Prepaid Card International, Ltd. (PCLI) to be my long-distance service provider. This Agreement authorizes PCLI to obtain a copy of my service equipment listing records and to notify my local phone company of the change. I understand that this change may result in a change to my service. This change will be identified on my phone statement as "PCL" change and this will result in a change of my long-distance carrier; only one long distance carrier can be designated for the telephone numbers listed. This authorization shall remain in effect until further notice is made by customer to PCLI in writing. If PCLI initiates customer account to a third party for collection due to delinquency or uncollected balance, customer agrees to pay all associated costs, including interest, fees, court costs, and attorney's fees. This agreement is subject to and controlled by PCLI results on file with the Federal Communications Commission (FCC) and those states in which it files tariffs.

Name: _____ Title: _____

Authorized Signature: _____ Date: _____

For Completed Form to: (770) 985-3312. For questions regarding this form, please call (888) 693-0990.
Or mail this form to: 2671 Centerville Hwy., Seaford, VA 20078
Master ID: 11003 - 0000 - 000 Rate Code: S79 Associate ID: _____

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Issued: March 5, 1999

Effective Date:

Issued By:

Ara F. Kalpak
Promise-Net International, Ltd.
2671 Centerville Highway
Snellville, Georgia 30078
770.985.7302

SECTION 2 - RULES AND REGULATIONS, Continued

2.10. PAYMENTS AND BILLING, Continued

- 2.10.4. A charge of \$20.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.
- 2.10.5. Billing disputes should be addressed to Company's customer service organization via telephone to 888.492.6815 or 888.693.0990. Customer service representatives are available from 6:00 AM to 12:00 AM Central Time. Messages may be left for Customer Services from 12:00 AM to 5:59 AM Central Time, which will be answered on the next business day, unless in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.
- 2.10.6. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

Issued: March 5, 1999

Effective Date:

Issued By:

Ara F. Kalpak
Promise-Net International, Ltd.
2671 Centerville Highway
Snellville, Georgia 30078
770.985.7302

SECTION 2 - RULES AND REGULATIONS, Continued

2.14. DEPOSITS AND ADVANCE PAYMENTS

The Company does not collect deposits or advance payments.

2.15. CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

2.16. TAXES

The Customer is responsible for payment of all federal, state and local taxes, franchise, excise and other fees applicable to the Services, including, but not limited to: sales, use, excise, franchise, access, universal service, 911 services and handicapped services.

Issued: March 5, 1999
Issued By:

Ara F. Kalpak
Promise-Net International, Ltd.
2671 Centerville Highway
Snellville, Georgia 30078
770.985.7302

Effective Date:

SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.2. PROMISE-NET TELECOMMUNICATIONS SERVICES, Continued**

- 3.2.2. **One Plus Service** is a switched or dedicated access service, offering users outbound "1 plus" long distance telecommunications services from points originating and terminating in the State of South Dakota.
- 3.2.3. **800 Service** is a switched or dedicated access service, offering users inbound, toll free "800" number, long distance telecommunications services from points originating and terminating in the State of South Dakota. This service enables the caller to contact the Customer without incurring toll charges, through the use of an assigned "800" number. The Customer pays for the call.
- 3.2.4. **Calling Card Service** permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch tone phone in the United States by dialing a toll free "800" number and entering a personal identification code, followed by the desired telephone number. Calling card calls are billed at the Company's tariffed rates and appear on the Customer's monthly long-distance bill.

Issued: March 5, 1999

Issued By:

Effective Date:

Ara F. Kalpak
Promise-Net International, Ltd.
2671 Centerville Highway
Snellville, Georgia 30078
770.985.7302

SECTION 4 - RATES, Continued**4.1. SERVICE CHARGES, Continued****4.1.3. Calling Card Service**

Calling card charges are billed in six (6) second increments with a sixty (60) second minimum per call.

<u>Rate Group</u>	<u>Initial 60 seconds</u>	<u>Additional 6 seconds</u>
Group A	\$0.1590	\$0.0159
Group B	\$0.1690	\$0.0169
Group C	\$0.1790	\$0.0179

A \$0.36 surcharge will apply to all calls initiated from a pay telephone.

Issued: March 5, 1999

Issued By:

Ara F. Kalpak
Promise-Net International, Ltd.
2671 Centerville Highway
Snellville, Georgia 30078
770.985.7302

Effective Date:

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

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
PROMISE-NET INTERNATIONAL, LTD. FOR A)	CERTIFICATE OF
CERTIFICATE OF AUTHORITY TO PROVIDE)	AUTHORITY
TELECOMMUNICATIONS SERVICES IN)	
SOUTH DAKOTA)	TC99-021

On March 8, 1999, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, received an application for a certificate of authority from Promise-Net International, Ltd. (PNI).

PNI proposes to offer switched and dedicated access, inbound and outbound interexchange telecommunications services, including prepaid calling card services. A proposed tariff was filed by PNI. The Commission has classified long distance service as fully competitive.

On March 11, 1999, the Commission electronically transmitted notice of the filing and the intervention deadline of March 26, 1999, to interested individuals and entities. No petitions to intervene or comments were filed and at its July 29, 1999, meeting, the Commission considered PNI's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that PNI not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. Commission Staff further recommended a waiver of ARSD 20:10:24:02(8).

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

ORDERED, that PNI's application for a certificate of authority is hereby granted, subject to the condition that PNI not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. It is

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

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

Dated at Pierre, South Dakota, this 6th day of August, 1999.

CERTIFICATE OF SERVICE	
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by first class mail, in properly addressed envelopes, with charges prepaid thereon.	
By	<u>Helmut Kalbo</u>
Date	<u>8/6/99</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

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

Authority was Granted July 29, 1999
Docket No. TC99-021

This is to certify that

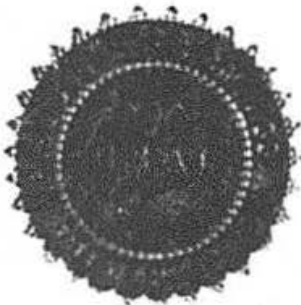
PROMISE-NET INTERNATIONAL, LTD.

is authorized to provide telecommunications services in South Dakota.

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

Dated at Pierre, South Dakota, this 6th day of August, 1999.

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:



James A. Burg

JAMES A. BURG, Chairman

Pam Nelson

PAM NELSON, Commissioner

Laska Schoenfelder

LASKA SCHOENFELDER, Commissioner