

KC|KS

TC99-105

DOCKET NO.

In the Matter of _____ **IN THE MATTER OF THE**
 _____ **APPLICATION OF PROMISEVISION**
 _____ **TECHNOLOGY, INC. FOR A**
 _____ **CERTIFICATE OF AUTHORITY TO**
 _____ **PROVIDE TELECOMMUNICATIONS**
 _____ **SERVICES IN SOUTH DAKOTA**

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
11/12 99	Filed andocketed;
11/18 99	Weekly Filings;
1/26 00	Order Granting COA;
1/26 00	ocket Closed.



TC99-105

November 8, 1999
Via Overnight Delivery

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

Mr. William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
500 East Capitol
Pierre, South Dakota 57501

RECEIVED

NOV 12 1999

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

RE: Registration of **PromiseVision Technology, Inc.**

Dear Mr. Bullard:

Enclosed for filing are the original and ten (10) copies of the registration request of PromiseVision Technology, Inc. for authority to provide intrastate telecommunications services within South Dakota.

Also enclosed is our check in the amount of \$250.00 to cover the filing fee.

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

Any questions you may have regarding this filing may be directed to me at (407) 740-8575. Thank you for your assistance.

Sincerely,

Thomas M. Forte
Consultant to
PromiseVision Technology, Inc.

TF/ks

cc: Sandi McClure, PromiseVision
file: Promise - SD
tms: SDi9900

BEFORE THE SOUTH DAKOTA PUBLIC SERVICE COMMISSION

REGISTRATION OF
PROMISEVISION TECHNOLOGY, INC.

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

1. The name, address and telephone number of the applicant.

PromiseVision Technology, Inc.
12211 N. Pennsylvania
Oklahoma City, OK 73120
Telephone: (405) 330-1070
Facsimile: (405) 341-1365
Toll Free: (800) 494-1580

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

Same

3. If the applicant is a corporation:

- (a) The state in which it is incorporated, the date of incorporation and a copy of its certificate of incorporation or, if it is an out-of-state corporation, a copy of its certificate of authority.**

PromiseVision was incorporated on September 28, 1998 under the laws of the State of Oklahoma. A copy of Secretary of State authority in South Dakota is included as Attachment I.

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

PromiseVision has no principal offices in South Dakota.

Registered Agent:

CT Corporation Systems
319 S. Cotteau Street
Pierre, SD 57501

3. If the applicant is a corporation: (cont'd.)

- (c) A copy of its articles of incorporation which includes a list of the names and addresses of the corporate officers and member of the board of directors at the time of incorporation.**

A copy of PromiseVision's Articles of Incorporation are included as Attachment II.

- (d) A list of the names and addresses of the current corporate officers and members of the board of directors.**

See Attachment III.

- (e) The names and addresses of the ten common stockholders who own the greatest number of shares of common stock and the number of shares owned by each.**

See Attachment III.

- (f) The names, address of any corporation, association, partnership, cooperative or individual holding a five percent or greater ownership or management interest in the applicant corporation. The amount and character of the ownership interest shall be indicated. A copy of any management agreement shall be attached.**

See Attachment III.

- (g) The names and addresses of subsidiaries owned or controlled by the applicant.**

None.

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

Not applicable.

5. A specific description of the telecommunications services the applicant intends to offer.

Resold telecommunications services offered by PromiseVision include outbound presubscribed service and calling card service. Services are provided to both residential and business customers. Intrastate service is offered as an add-on to PromiseVision's interstate service.

PromiseVision's outbound calling service allows customers to place direct dialed calls to interstate and intrastate terminating locations. Calls are placed by dialing 1+ and the destination telephone number, including the area code if applicable.

Billing for direct dialed services provided by PromiseVision will be handled by either the company for large customers or through the LEC for all other customers. The telephone number for customer inquiries and complaints, (800) 494-1580, will be provided by PromiseVision on all customer bills.

6. **A detailed statement of the means by which the applicant will provide its services, including the type and quantity of equipment to be used in the operation, the capacity, and the expected used of the equipment.**

PromiseVision is a switchless reseller of interexchange telecommunications services. PromiseVision originates calls via feature group D purchased by PromiseVision's underlying carriers WorldCom / Williams Communications, from the local exchange carrier. The calls are routed over switched access facilities to the nearest underlying carrier's point of presence. The underlying carrier transports the calls to its switch and terminates calls over its own terminating network (feature group or leased facilities).

PromiseVision has no plans to construct switching or transmission facilities in South Dakota.

7. **The geographic areas in which the services are, or will be, offered, including a map describing the service boundaries.**

PromiseVision intends to offer its services throughout the State of South Dakota.

8. **A current balance sheet and income statement; a copy of the applicant's latest annual report; a copy of the applicant's report to stockholders; the terms and conditions of service; the access charges and a copy of the applicant's tariff book.**

PromiseVision is providing its most current Financial Statements as proof of its financial stability for the provision of service within South Dakota.

The terms and conditions of service, as well as all rates and charges are provided in the applicant's proposed tariff in Attachment V.

9. **The names and addresses of the applicant's representatives to whom all inquiries should be made regarding complaints and regulatory matters.**

For inquiries regarding this application and tariff, contact:

Thomas M. Forte
Technologies Management, Inc.
Consultant to PromiseVision Technology, Inc.
P.O. Drawer 200
Winter Park, Florida 32790-0200
Telephone: (407) 740-8575
Facsimile: (407) 740-0613

For complaints and on-going regulatory issues:

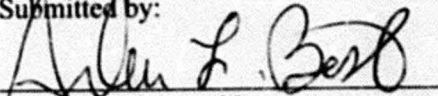
Brad Treptor
PromiseVision Technology, Inc.
12211 N. Pennsylvania
Oklahoma City, OK 73120
Telephone: (405) 330-1070
Facsimile: (405) 341-1365

For all other matters, contact:

Brad Treptor
PromiseVision Technology, Inc.
12211 N. Pennsylvania
Oklahoma City, OK 73120
Telephone: (405) 330-1070
Facsimile: (405) 341-1365

10. **A detailed description of how the applicant intends to market services, the qualifications of its marketing sales personnel, its target market, whether the applicant engages in any multilevel marketing and copies of any company brochures used to assist in the sale of services.**

PromiseVision utilizes telemarketing or direct sales employees to contact and market the company's services to new customers. The company does not utilize any form of multilevel marketing in the sale of its services.

Submitted by:
By 
Arlen L. Best, President
PromiseVision Technology, Inc.

ATTACHMENT I

AUTHORITY TO OPERATE IN SOUTH DAKOTA

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 **PROMISEVISION TECHNOLOGY, INC. (OK)** 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 September 10, 1999 .



Joyce Hazeltine
Secretary of State

ATTACHMENT II

ARTICLES OF INCORPORATION

OFFICE OF THE SECRETARY OF STATE



CERTIFICATE OF INCORPORATION

WHEREAS, the Certificate of Incorporation of

PROMISEVISION TECHNOLOGY, INC.

has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.



Filed in the City of Oklahoma City this 28TH
day of SEPTEMBER, 1998.

Sam Cole
Secretary of State

By: Beth Becker

OFFICE OF THE SECRETARY OF STATE



**AMENDED & RESTATED
CERTIFICATE OF INCORPORATION**

WHEREAS, the Amended & Restated Certificate of Incorporation of

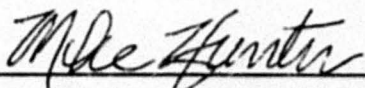
PROMISEVISION TECHNOLOGY, INC.

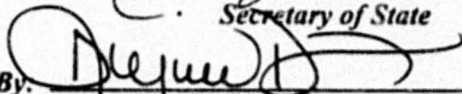
has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Oklahoma.

Filed in the City of Oklahoma City this 17TH
day of AUGUST, 19 99.



Secretary of State
By: 

OFFICE OF THE SECRETARY OF STATE



**CORRECTED
RESTATED
CERTIFICATE OF INCORPORATION**

WHEREAS, the Corrected Certificate of Incorporation of

PROMISEVISION TECHNOLOGY, INC.

has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Oklahoma.



Filed in the City of Oklahoma City this 23rd
day of September, 19 99.

Mike Hunter

Secretary of State

By: *[Signature]*

FILED

AUG 17 1999

**OKLAHOMA SECRETARY
OF STATE**

**SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
PROMISEVISION TECHNOLOGY, INC.**

TO THE SECRETARY OF STATE OF OKLAHOMA:

PromiseVision Technology, Inc. (the "corporation"), was incorporated in the State of Oklahoma by filing its original Certificate of Incorporation with the Secretary of State of Oklahoma on September 28, 1998. The corporation filed a First Amended and Restated Certificate of Incorporation with the Secretary of State of Oklahoma on February 8, 1999. The Corporation hereby amends and restates its Certificate of Incorporation for the second time in accordance with a resolution adopted by the Board of Directors of the corporation on June 9, 1999, and approved on such date by the majority shareholders thereof in which written consent was given in accordance with Section 1073 of the Oklahoma General corporation Act, all in accordance with Sections 1077 and 1080 of the Oklahoma General Corporation Act, 18 O.S. §1001 et seq. (the "General Corporation Act"), to read in full as follows.

ARTICLE I

The name of the corporation is PromiseVision Technology, Inc. (the "Corporation").

ARTICLE II

The address of the Corporation's registered office in the State of Oklahoma is 12211 N. Pennsylvania, Oklahoma City, Oklahoma 73120. The name of its registered agent at such address is Arlen Best.

ARTICLE III

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 the State of Oklahoma.

ARTICLE IV

Section 1. The amount of total authorized capital stock of the corporation is 34,500,000 shares, of which 4,000,000 shares shall be Class A common Stock, having a par value of \$.001 per share ("Class A common Stock"); 30,000,000 shares shall be Class B Common Stock, having a par value of \$.001 per share ("Class B Common Stock" and collectively with the Class A Common Stock, the "Common Stock"); and 500,000 shares of Preferred Stock, having a par value \$.001 per share ("Preferred Stock").

Section 2. Except for and subject to those rights expressly granted to the holders of Preferred Stock, or any series thereof, by the Board of directors of the Corporation (the "Board

of Directors"), pursuant to the authority hereby vested in the Board of Directors or as provided by the laws of the State of Oklahoma, the holders of the Corporation's Common Stock shall have exclusively all rights of stockholders and shall possess exclusively all voting power. Each holder of Class A Common Stock of the Corporation shall be entitled, on each matter submitted for a vote to holders of Common Stock, to ten votes for each share of Class A Common Stock standing in such holder's name on the books of the Corporation. Each holder of Class B Common Stock of the Corporation shall be entitled, on each matter submitted for a vote to holders of Common Stock, to one vote for each share of Class B Common Stock standing in such holder's name on the books of the Corporation.

Section 3. The Board of Directors is hereby expressly authorized, at any time and from time to time by a resolution or resolutions, to divide the shares of Preferred Stock into one or more series, to issue from time to time in whole or in part the shares of Preferred Stock or the shares of any series thereof, and to fix and determine in the resolution or resolutions providing for the issue of shares of Preferred Stock of a particular series the voting rights, if any, of the holders of shares of such series, the designations, preferences and relative, participating, optional and other special rights of such series, and the qualifications, limitations and restrictions thereof, to the fullest extent now or hereafter permitted by the laws of the State of Oklahoma. The voting rights, if any, of each such series and the preferences and relative, participating, optional and other special rights of each such series, and the qualifications, limitations and restrictions thereof, if any, may differ from those of any and all other series. Unless otherwise provided in the resolution or resolutions of the Board of Directors providing for the issuance thereof, shares of any series of Preferred Stock that shall be issued and thereafter acquired by the Corporation through purchase, redemption, exchange, conversion or otherwise shall return to the status of authorized but unissued Preferred Stock.

Without limiting the generality of the foregoing authority of the Board of Directors, the Board of Directors from time to time may (if otherwise permitted under the general corporation law of the State of Oklahoma):

- (a) designate a series of Preferred Stock, which may be distinguished by number, letter or title from other Preferred Stock of the Corporation;
- (b) fix and thereafter increase or decrease (but not below the number of shares thereof then outstanding) the number of shares of Preferred Stock that shall constitute such series;
- (c) provide for dividends on shares of Preferred Stock of such series and, if provisions are made for dividends, determine the dividend rate and the times at which holders of shares of Preferred Stock of such series shall be entitled to receive the

PROMISEVISION TECHNOLOGY, INC.

SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

PAGE 3

dividends, whether the dividends shall be cumulative and, if so, from what date or dates, and the other conditions, if any, including rights of priority, if any, upon which the dividends shall be paid;

(d) determine the rights, if any, to which holders of the shares of Preferred Stock of such series shall be entitled in the event of any liquidation, dissolution or winding up of the Corporation; provided, however, that in the event of any such liquidation, dissolution or winding up of the Corporation, the holders of the shares of Preferred Stock of such series shall not be entitled to be paid out of the assets of the Corporation available for distribution to its shareholders, whether from capital, surplus or earnings, an amount in cash greater than \$100.00 per share, plus accrued and unpaid dividends to the date fixed for liquidation, dissolution or winding up, whether or not declared;

(e) provide for the redemption or purchase of shares of Preferred Stock of such series and, if provisions are made for redemption, determine the time or times and the price or prices at which the shares of Preferred Stock of such series shall be subject to redemption in whole or in part, and the other terms and conditions, if any, on which shares of Preferred Stock of such series may be redeemed or purchased;

(f) provide for a sinking fund or purchase fund for the redemption or purchase of shares of Preferred Stock of such series and, if any such fund is so provided for the benefit of such shares of Preferred Stock, the amount of such fund and the manner of its application;

(g) determine the extent of the voting rights, if any, of the shares of Preferred Stock of such series, including but not limited to the right of the holders of such shares to vote as a separate class acting alone or with the holders of one or more other series of Preferred Stock and the right to have more (or less) than one vote per share;

(h) provide for whether or not the shares of Preferred Stock of such series shall be convertible into, or exchangeable for, shares of any other class or classes of capital stock, or any series thereof, of the Corporation and, if so convertible or exchangeable, determine the conversion or exchange price or rate, the adjustments thereof and the other terms and conditions, if any, on which such shares of Preferred Stock shall be so convertible or exchangeable; and

(i) provide for any other preferences, any relative, participating, optional or other special rights, any qualifications, limitations or restrictions thereof, or any other terms or provisions of shares of Preferred Stock of such series as the Board of Directors may deem appropriate or desirable.

Section 4. Shares of Common Stock or Preferred Stock may be issued by the Corporation from time to time for such consideration, having a value of not less than the par value, if any, thereof, as is determined from time to time by the Board of Directors. Any and all shares issued and for which full consideration has been paid or delivered shall be deemed fully paid stock and the holder thereof shall not be liable for any further payment thereon.

Section 5. The Corporation may issue rights and options to purchase shares of Common Stock or Preferred Stock of the Corporation to directors, officers or employees of the Corporation or any affiliate thereof, and no shareholder approval or ratification of any such issuance of rights and options shall be required.

Section 6. All shares of the capital stock of the Corporation issued prior to the date hereof, and all options, warrants and other rights to purchase shares of the capital stock of the Corporation granted prior to the date hereof, shall automatically and without any action by the holder thereof be converted into shares of Class B Common Stock.

Section 7. Subject to the terms and conditions specified in this Section 7, each holder of Class A Common Stock shall have a preemptive right with respect to future sales by the Corporation of its Securities (as hereinafter defined). Each time the Corporation proposes to offer any shares of, or securities convertible into or exercisable for any shares of, any of its Class A Common Stock (for purposes of this Section 7, the "Securities"), the Corporation shall first make an offering of such Securities to each existing holder of Class A Common Stock in accordance with the following provisions:

(a) The Corporation shall deliver a notice by certified mail ("Notice") to the holders of Class A Common Stock stating (i) its bona fide intention to offer such Securities, (ii) the number of such Securities to be offered, and (iii) the price and terms, if any, upon which it proposes to offer such Securities.

(b) Within twenty (20) calendar days after receipt of the Notice, each existing holder of Class A Common Stock may elect to purchase or obtain, at the price and on the terms specified in the Notice, up to that portion of such Securities which equals the proportion that the number of shares of Securities then held by such holder bears to the total number of Securities then held by all holders of Class A Common Stock. The Corporation shall promptly, in writing, inform each such holder who purchases all the Securities available to him ("Fully-Exercising Holder") of any other holder's failure to do likewise. During the ten-day period commencing after receipt of such information, each Fully-Exercising Holder shall be entitled to obtain that portion of the Securities not subscribed for by the holders

of Class A Common Stock which is equal to the proportion that the number of shares of Securities then held by such Fully-Exercising Holder bears to the total number of shares of Securities then held by all Fully-Exercising Holders who wish to purchase some of the unsubscribed Securities.

(c) If all Securities which holders of Class A Common Stock are entitled to obtain pursuant to Section 7(b) are not elected to be obtained as provided therein, the Corporation may, during the 30-day period following the expiration of the period provided in Section 7(b) hereof, offer the remaining unsubscribed portion of such Securities to any person or persons at a price not less than, and upon terms no more favorable to the offeree than those specified in the Notice. If the Corporation does not enter into an agreement for the sale of the Securities within such period, or if such agreement is not consummated within 30 days of the execution thereof, the right provided hereunder shall be deemed to be revived and such Securities shall not be offered unless first reoffered to the holders of Class A Common Stock in accordance herewith.

(d) The preemptive right in this Section 7 shall not be applicable to the issuance of Securities pursuant to the conversion or exercise of convertible or exercisable Securities.

(e) The preemptive right set forth in this Section 7 may not be assigned or transferred, except that (i) such right is assignable by each holder of Class A Common Stock to any wholly owned subsidiary or parent of, or to any corporation or entity that is, within the meaning of the Securities Act, controlling, controlled by or under common control with, any such holder, and (ii) such right is assignable between and among any of the holders of Class A Common Stock.

ARTICLE V

The name and mailing address of the incorporator was as follows:

McAlister, McAlister & Burnett, P.C.
15 East 15th Street, Suite 200
P.O. Box 3735
Edmond, Oklahoma 73083-3735

ARTICLE VI

The number of directors which shall constitute the whole Board of Directors of the Corporation shall be as specified pursuant to the Bylaws of the Corporation and may be altered from time to time as may be provided therein.

ARTICLE VII

The Board of Directors of the Corporation is expressly authorized to adopt, amend or repeal the Bylaws of the Corporation. The stockholders of the Corporation may not adopt, amend or repeal the Bylaws of the Corporation other than by the affirmative vote of 75% of the combined voting power of all outstanding voting securities of the Corporation entitled to vote generally in the election of directors of the Board of Directors of the Corporation ("Voting Power"), voting together as a single class. In addition to any affirmative vote required by applicable law and in addition to any vote of the holders of any series of Preferred Stock provided for or fixed pursuant to the provisions of Article IV of this Certificate of Incorporation, any alteration, amendment or repeal relating to this Article VII must be approved by the affirmative vote of the holders of at least 75% of the Voting Power, voting together as a single class.

ARTICLE VIII

No action that is required or permitted to be taken by the stockholders of the Corporation at any annual or special meeting of stockholders may be effected by written consent of stockholders in lieu of a meeting of stockholders, unless the action to be effected by written consent of stockholders and the taking of such action by such written consent have expressly been approved in advance by the Board.

In addition to any affirmative vote required by applicable law and in addition to any vote of the holders of any series of Preferred Stock provided for or fixed pursuant to the provisions of Article IV of this Certificate of Incorporation, any alteration, amendment or repeal relating to this Article VIII must be approved by the affirmative vote of the holders of at least 75% of the Voting Power, voting together as a single class.

ARTICLE IX

Section 1. Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation or, while a director or

officer of the Corporation, is or was serving at the request of the Corporation as a director or officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation (funds paid or required to be paid to any person as a result of the provisions of this Article IX shall be returned to the Corporation or reduced, as the case may be, to the extent that such person receives funds pursuant to an indemnification from any such other corporation or organization) against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with the defense or settlement of such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Any such person who could be indemnified pursuant to the preceding sentence except for the fact that the subject action or suit is or was by or in the right of the Corporation shall be indemnified by the Corporation against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which a court shall deem proper. As used herein, the term "proceeding" means any threatened, pending, or completed action, suit, hearing or other matter, whether civil, criminal, administrative, arbitral, or investigative, any appeal in such an action, suit, hearing or other matter, and any inquiry or investigation that could lead to such an action, suit, hearing or other matter.

Section 2. To the extent that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 of this Article IX, or in defense of any claim, issue or matter therein, including the dismissal of an action without prejudice, he shall be indemnified by the Corporation against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith without the necessity of any action being taken by the Corporation other than the determination, in good faith, that such defense has been successful. In all other cases wherein indemnification is provided by this Article IX, unless ordered by a court, indemnification shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper under the circumstances because he has met the applicable standard of conduct specified in this Article IX. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a

written opinion, or (c) by the holders of a majority of the shares of capital stock of the Corporation entitled to vote thereon.

Section 3. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person seeking indemnification did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. Entry of a judgment by consent as part of a settlement shall not be deemed a final adjudication of liability for negligence or misconduct in the performance of duty, nor of any other issue or matter.

Section 4. Expenses (including attorneys' fees) incurred by an officer or director in defending any action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article IX.

Section 5. The indemnification and advancement of expenses hereby provided shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer, and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 6. By action of the Board of Directors, notwithstanding any interest of the directors in the action, the Corporation, at its expense, may purchase and maintain insurance, in such amounts as the Board of Directors deems appropriate, on behalf of any person who is or was a director or officer of the Corporation, or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent (including trustee) of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article IX or under the provisions of the general corporation law of the State of Oklahoma.

Section 7. All rights to indemnification and advancement of expenses under this Article IX shall be deemed to be provided by contract between the Corporation and the director

or officer who serves in such capacity at any time while this Article IX and other relevant provisions of the general corporation law of the State of Oklahoma and other applicable law, if any, are in effect.

Section 8. Any repeal or modification of the foregoing paragraphs by the stockholders of the Corporation shall not adversely affect any right or protection of a director or officer of the Corporation existing at the time of such repeal or modification.

Section 9. The Corporation may additionally indemnify any employee or agent of the Corporation to the fullest extent permitted by law.

ARTICLE X

Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Oklahoma may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of the General Corporation Act of the State of Oklahoma or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of the General Corporation Act of the State of Oklahoma, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agrees to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all of the creditors or class of creditors, and/or on all of the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

ARTICLE XI

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (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 General Corporation Act of the State of Oklahoma, as the same exists at the time this Certificate of Incorporation becomes effective or as the same hereafter may be amended, or (d) for any transaction from which the director derived an

PROMISEVISION TECHNOLOGY, INC.

SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
PAGE 10

improper personal benefit. If the General Corporation Act of the State of Oklahoma is amended after the date of filing of this Certificate of Incorporation to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be limited to the fullest extent permitted by the amended General Corporation Act of the State of Oklahoma. Any repeal or modification of this Article XI by the stockholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE XII

The Corporation reserves the right to amend and repeal any provision contained in this Certificate of Incorporation in the manner from time to time prescribed by the laws of the State of Oklahoma. All rights herein conferred are granted subject to this reservation.

IN WITNESS WHEREOF, said PromiseVision Technology, Inc. has caused this Second Amended and Restated Certificate of Incorporation to be signed by Arlen L. Best, its President, and attested by Sandi McClure, its Secretary, this 9th day of June, 1999.

PROMISEVISION TECHNOLOGY, INC.

By: Arlen L. Best
Arlen L. Best, President

ATTEST:

Sandi McClure
Sandi McClure, Secretary

FILED

SEP 23 1999

**OKLAHOMA SECRETARY
OF STATE**

**CERTIFICATE OF CORRECTION
TO
CERTIFICATE OF INCORPORATION
OF
PROMISEVISION TECHNOLOGY, INC.**

TO THE SECRETARY OF STATE OF OKLAHOMA:

PromiseVision Technology, Inc. (The "Corporation"), filed it's original Certificate of Incorporation with the Secretary of State of Oklahoma on September 28, 1998. The Corporation filed a First and a Second Amended and Restated Certificate of Incorporation on February 8, 1999, and August 17, 1999, respectively.

Article IV, Section 6 of the Second Amended and Restarted Certificate of Incorporation is hereby deleted in its entirety, and the following is the corrected representation:

Article IV

Section 6. The Corporation shall have the full right and privilege to adopt one or more employee and/or consultant stock option, stock rights or any incentive stock plan permitted by the Internal Revenue Code.

IN WITNESS WHEREOF, PromiseVision Technology, Inc. has caused this Certificate of Correction to the Certificate of Incorporation to be signed by Arlen L. Best, it's President and attested by Sandi McClure, it's Secretary, this 17th day of September 1999.

PROMISEVISION TECHNOLOGY, INC

By: Arlen L. Best
Arlen L. Best, President

ATTEST:

Sandi McClure
Sandi McClure, Secretary

ATTACHMENT III

OFFICERS, DIRECTORS, STOCKHOLDERS

PromiseVision Technology, Inc.

CORPORATE OFFICERS/DIRECTORS

The following individuals serve as officers and directors of PromiseVision Technology, Inc. can be reached at the company's corporate headquarters at 12211 N. Pennsylvania, Oklahoma City, OK 73120:

Arlen L. Best
William Horn
Reggie White
Edwin Perez
Ms. Sandi McClure
Thomas Anderson

President / CEO
Sr. Vice President
Sr. Vice President of Sales and Marketing
Treasurer
Secretary
Head of Operations

ATTACHMENT IV

FINANCIAL INFORMATION

PromiseVision Technology, Inc.
Unaudited Balance Sheet
June 30, 1999

ASSETS

Current Assets

Cash in Bank	\$ 5351.41
Cash in Bank - Republic	450.04
Investments - CD	5000.00
Accounts Receivable - Stockholders	3037.62
Acct. Receivable - Trade	812.17
Accounts Receivable - S/H	<u>2700.00</u>

Total Current Assets	\$ 17351.24
----------------------	-------------

Fixed Assets

Furniture & Fixtures	728.18
Office Equipment	2820.00
Less: Accumulated Depreciation	(59.14)
Prepaid Expenses	<u>7500.00</u>

Total Fixed Assets	<u>10989.04</u>
--------------------	-----------------

Total Assets	<u>\$ 28340.28</u>
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LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities

Accounts Payable	16028.63
Accrued Interest Payable	1930.00
N / P - G.R. Traditions	60000.00
N / P - Arlen Best	<u>61476.00</u>

Total Current Liabilities	\$ 139434.72
---------------------------	--------------

Stockholder's Equity

Common Stock	6685.00
Paid in Capital	40000.00
Retained Earnings	(34124.30)
Current Income (Loss)	<u>(117887.16)</u>

Total Stockholder's Equity	<u>(111094.44)</u>
----------------------------	--------------------

Total Liabilities & Equity	<u>\$ 28340.28</u>
----------------------------	--------------------

PromiseVision Technology, Inc.
Unaudited Income Statement
For the Period Ended June 30, 1999

Revenue		
Sales	\$ 1245.89	\$ 1245.89
Sales-Books	0.00	0.00
Other Income	<u>16.32</u>	<u>16.32</u>
Total Revenue	1262.21	1262.21
Operating Expenses		
Sub-Contracts	6000.00	15250.00
Supplies	195.05	195.05
Salaries	20021.20	20021.20
Consulting Fees	0.00	19500.00
Advertising	4029.73	19749.73
Marketing	867.02	867.02
Conferences & Education	(2000.00)	3000.00
Business Meals	44.82	44.82
Business Promotion	7000.00	7000.00
Printing Services	3279.02	4078.71
Depreciation	59.14	59.14
Dues & Memberships	37.97	37.97
Insurance	0.00	151.40
Interest	1930.00	1930.00
Legal & Accounting	2291.15	4259.80
Office Supplies	588.62	1048.39
Postage & Shipping	1362.98	1941.53
Rent	0.00	2882.85
Repairs & Maintenance	0.00	150.00
Service Charge	10.00	62.00
Contract Labor	(9140.00)	2860.000
Telephone	3142.54	3565.25
Travel	15270.56	15688.56
Utilities	<u>573.93</u>	<u>573.93</u>
Total Expenses	<u>55563.73</u>	<u>124917.35</u>
Net Income (Loss)	(54301.52)	(123655.14)

ATTACHMENT V

TARIFF

**SOUTH DAKOTA
INTEREXCHANGE TELECOMMUNICATIONS TARIFF
OF
PromiseVision Technology, Inc.**

This tariff contains the descriptions, regulations and rates applicable to the provision of interexchange telecommunications by PromiseVision Technology, Inc. within the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: November 9, 1999

Effective:

Issued by:

**Mr. Arlen Best, President
12211 N. Pennsylvania
Oklahoma City, OK 73120**

SD:9900

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. 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.

PAGE	REVISION	PAGE	REVISION
1	Original *	26	Original *
2	Original *	27	Original *
3	Original *	28	Original *
4	Original *	29	Original *
5	Original *	30	Original *
6	Original *	31	Original *
7	Original *	32	Original *
8	Original *	33	Original *
9	Original *	34	Original *
10	Original *	35	Original *
11	Original *	36	Original *
12	Original *	37	Original *
13	Original *		
14	Original *		
15	Original *		
16	Original *		
17	Original *		
18	Original *		
19	Original *		
20	Original *		
21	Original *		
22	Original *		
23	Original *		
24	Original *		
25	Original *		

* - indicates those pages includes with this filing

Issued: November 9, 1999

Effective:

Issued by:

Mr. Arlen Best, President
12211 N. Pennsylvania
Oklahoma City, OK 73120

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Issued: November 9, 1999

Effective:

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12211 N. Pennsylvania
Oklahoma City, OK 73120

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APPLICATION OF TARIFF

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate public telecommunications services furnished within the State of South Dakota by PromiseVision Technology, Inc. subject to the jurisdiction of the South Dakota Public Utilities Commission.

Issued: November 9, 1999

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12211 N. Pennsylvania
Oklahoma City, OK 73120**

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SYMBOLS

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

- (C) - To signify a changed listing, rule or condition which may affect rates or charges.
- (D) - To signify discontinued material, including a listing, rate, rule or condition.
- (I) - To signify an increase in rates or charges.
- (M) - To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N) - To signify new material, including a listing, rate, rule or condition.
- (R) - To signify a reduction in rates or charges.
- (T) - To signify a change in the wording of the text, but no change in rate, rule or condition.
- (X) - To signify a correction or reissued matter.

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12211 N. Pennsylvania
Oklahoma City, OK 73120

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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 sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the SDPUC. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- 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 SDPUC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this tariff, particularly those for specialized common carrier communication channels furnished by the Company over its facilities are defined below:

Access - Access to PromiseVision's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

Authorized User - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Billed Party - The person or entity responsible for payment of the Company's Service(s): For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate an intrastate call. In the case of a Traveler Card call or Phone Home Card call, the person or entity responsible for payment is the Customer of record of the Traveler Card or Phone Home Card used.

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

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

Common Carrier - A company or entity providing telecommunications services to the public.

Customer - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

Customer - Provided Facilities - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

Direct Dialed Call - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

Equal Access - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

Equal Access Code - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

Exchange - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

Issued: November 9, 1999

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Mr. Arlen Best, President
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Oklahoma City, OK 73120

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

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

Service is offered to residential and business Customers of the Company to provide direct dialed calls originating and terminating partially or wholly within the State of South Dakota, using the Company's network configuration. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

Issued: November 9, 1999

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

Intrastate Message Telecommunications Service ("MTS") - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed intrastate switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of South Dakota.

Local Exchange Carrier ("LEC") - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

Measured Charge - A charge assessed on a per minute or incremental basis in calculating a portion of the charges due for a completed call.

Other Common Carrier - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

Personal Identification Numbers (PINS) - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

Point(s) of Presence - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

Premise - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

SDPUC - South Dakota Public Utilities Commission.

Service - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

Special Access Service - All exchange access not utilizing telephone company end office switches. This service includes dedicated access that connects end user to end user, end user to carrier, or carrier to carrier and may include analog or digital channels for voice, data or video transmissions.

Issued: November 9, 1999

Effective:

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Mr. Arlen Best, President
12211 N. Pennsylvania
Oklahoma City, OK 73120

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

2.2 Limitations

- 2.2.1** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2** PromiseVision reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 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** All services and facilities provided under this tariff are directly or indirectly controlled by PromiseVision and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

Issued: November 9, 1999

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Oklahoma City, OK 73120

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

2.4 Liabilities of Company

- 2.4.1** PromiseVision'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.
- 2.4.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3** PromiseVision shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over PromiseVision or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.

Issued: November 9, 1999

Effective:

Issued by:

Mr. Arlen Best, President
12211 N. Pennsylvania
Oklahoma City, OK 73120

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

2.4 Liabilities of Company, (Cont'd.)

- 2.4.4** PromiseVision is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions stated above.
- 2.4.5** PromiseVision shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.
- 2.4.6** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.

Issued: November 9, 1999

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

2.5 Deposits

The Company does not require deposits from customers.

2.6 Advance Payments

The Company does not normally require advance payments from customers, however it reserves the right to collect an advance payment of one month's estimated charges. The advance payment is applied to the following month's bill for service.

2.7 Taxes

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate line items and are not included in the quoted rates, unless otherwise provided in Section 4 of this tariff.

Issued: November 9, 1999

Effective:

Issued by:

Mr. Arlen Best, President
12211 N. Pennsylvania
Oklahoma City, OK 73120

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

2.8 Payment and Credit Regulations

2.8.1 Billing and Credit Regulations

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

2.8.2 Payment for Service

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (B) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (C) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (D) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.

Issued: November 9, 1999

Effective:

Issued by:

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12211 N. Pennsylvania
Oklahoma City, OK 73120

SDi9900

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Payment and Credit Regulations, (Cont'd.)****2.8.2 Payment for Service, (cont'd.)**

- (E) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least five calendar days before service is disconnected. The Company does not charge a late charge for unpaid bills.
- (F) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- (G) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- (H) PromiseVision will not bill for unanswered calls in areas where Equal Access is available, nor will PromiseVision knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, PromiseVision will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (I) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.
- (J) A Customer has 180 days from the date of a bill to dispute a portion of their bill, notwithstanding Section 2.8.2 (A) through (I) above. While the charge is in dispute, the Customer shall only be required to pay the undisputed portion of their bill in full.

Issued: November 9, 1999**Effective:****Issued by:**

**Mr. Arlen Best, President
12211 N. Pennsylvania
Oklahoma City, OK 73120**

SDi9900

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Right to Backbill for Improper Use of the Company's Service**

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

2.10 Billing Entity Conditions

When billing functions on behalf of PromiseVision are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact PromiseVision directly. If there is still a disagreement about the disputed amount after investigation and review by PromiseVision or other service provider, the Billed Party has the option to pursue the matter with the appropriate state commission and/or the Federal Communications Commission.

Issued: November 9, 1999

Effective:

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Mr. Arlen Best, President
12211 N. Pennsylvania
Oklahoma City, OK 73120

SDi9900

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

2.11 Compliance with Regulatory Requirements

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the SDPUC.

2.12 Interconnection

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

Issued: November 9, 1999

Effective:

Issued by:

**Mr. Arlen Best, President
12211 N. Pennsylvania
Oklahoma City, OK 73120**

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

2.13 Denial of Access or Disconnect of Service by the Company

The Company expressly retains the right to deny access or disconnect service without incurring any liability for any of the following reasons.

- 2.13.1** Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment and notice of intention to disconnect from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;
- 2.13.2** Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to PromiseVision operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or
- 2.13.3** The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- 2.13.4** Failure to pay a previously owed bill by the same Customer at another location.

Issued: November 9, 1999

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12211 N. Pennsylvania
Oklahoma City, OK 73120

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

2.14 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 2.13, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

2.15 Reinstitution of Service

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstitution of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstituted (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

2.16 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service are limited the initial minimum period charge incurred to re-establish the interrupted call.

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

2.17 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

2.18 Toll Free Numbers

PromiseVision will make every effort to reserve "vanity" toll free numbers on the Customer's behalf, but makes no warranty or guarantee that the "vanity" number(s) will be available for use by the Customer.

If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in toll free service to another carrier (i.e. "porting" of the toll free number), including a request for a Responsible Organization (Resp Org) change, until such charges are paid in full.

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

2.19 Responsibilities of the Subscriber

- 2.19.1** The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 2.19.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by PromiseVision on the Subscriber's behalf.
- 2.19.3** If required for the provision of PromiseVision's Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to PromiseVision.
- 2.19.4** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and PromiseVision when required for PromiseVision personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of PromiseVision's Services.
- 2.19.5** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with PromiseVision's facilities or services, that the signals emitted into PromiseVision's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.

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

2.19 Responsibilities of the Subscriber, (Cont'd.)

- 2.19.6** If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to PromiseVision's equipment, personnel, or the quality of Service to other Subscribers or Customers, PromiseVision may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, PromiseVision may, upon written notification, terminate the Subscriber's service.
- 2.19.7** The Subscriber must pay PromiseVision for replacement or repair of damage to the equipment or facilities of PromiseVision caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.
- 2.19.8** The Subscriber must pay for the loss through theft or fire of any of PromiseVision's equipment installed at Subscriber's premises.

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12211 N. Pennsylvania
Oklahoma City, OK 73120**

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

2.20 Responsibilities of Authorized Users

- 2.20.1** The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.
- 2.20.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.20.3** The Authorized User is responsible for providing PromiseVision with a valid method of billing for each call. PromiseVision reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or PromiseVision may refuse to place the call.

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

2.21 Customer Inquiries or Complaints

Customer inquiries or complaints regarding service or billings may be made in writing or phone to:

Customer Service Manager
PromiseVision Technology, Inc.
12211 N. Pennsylvania
Oklahoma City, OK 73120
Telephone: (405) 330-1070
Facsimile: (405) 341-1365
Toll Free: (800) 494-1580

Customers may contact the South Dakota Public Utilities Commission if he or she is dissatisfied with the Company's response. The Commission can be reached at:

South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501-5070
(605) 773-3201
(800) 332-1782
TTY Through Relay South Dakota (800) 877-1113

Issued: November 9, 1999

Effective:

Issued by:

Mr. Arlen Best, President
12211 N. Pennsylvania
Oklahoma City, OK 73120

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General

PromiseVision Intrastate Service is offered for the provision of long distance services. All calls are billed in one (1) minute increments after an initial period, for billing purposes of one (1) minute

Issued: November 9, 1999

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

3.2 Determination of Call Duration and Timing of Calls

- 3.2.1** For Direct Dialed Calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console. For Person-to-Person calls chargeable time begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- 3.2.2** Chargeable time ends when the connection is terminated.
- 3.2.3** Chargeable time does not include the time lost because of known faults or defects in the service.
- 3.2.4** The initial and additional timing periods for billing purposes vary by product and are specified in this Section of this tariff.
- 3.2.5** The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, PromiseVision will reasonably issue credit for the call.

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

3.3 Time of Day Rate Periods

For time of day sensitive services, the appropriate rates apply for day, evening and night/weekend calls based on the following chart:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 4:59 PM	DAYTIME RATE PERIOD OR PEAK RATE PERIOD					EVE	
5:00 PM TO 10:59 PM	EVENING RATE PERIOD OR OFF PEAK RATE PERIOD						
11:00 PM TO 7:59 AM	NIGHT/WEEKEND RATE PERIOD OR OFF PEAK RATE PERIOD						

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

3.3 Time of Day Rate Periods, (Cont'd.)

3.3.1 Day, Evening, and Night/Weekend times are determined by the local time of the location of the calling service point. Chargeable time for a rate period (e.g. 8AM-5PM) begins with the first stated hour (8AM) and continues to, but does not include, the second stated hour (5PM). The rate applicable at the start of chargeable time at the calling station applies to the call during the duration of the call that is applicable to that time period. If a call begins in one discount period and ends in another, the initial period discount applied is the discount in effect at the time the call is established. The charge for each additional minute of usage is the additional minute billing rate of the rate period in which the beginning of each minute occurs.

3.3.2 The time when connection is established is determined in accordance with the time - standard or daylight savings - legally or commonly in use at the location of the calling service point and determines whether Day, Evening, Night or Weekend rates apply. This rule applies whether the message is sent paid or collect and is applicable to interLATA direct dialed and operator assisted calls.

3.3.3 The Evening rate applies to the holidays listed below unless a lower rate period is in effect.

New Year's Day	**
Martin Luther King Day	*
President's Day	*
Memorial Day	*
Independence Day	**
Labor Day	*
Columbus Day	*
Veterans Day	**
Thanksgiving Day	*
Christmas Day	**

* = Applies to Federally recognized days only.

** = If the holiday falls on a Sunday, the holiday rates are applied to the following Monday. If the holiday falls on a Saturday, the holiday rates are applied to the preceding Friday.

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

3.4 Calculation of Distance

For services which are distance sensitive, usage charges are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

- Step 1: Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.
- Step 2: Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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

3.5 PromiseVision Direct Dial Service

PromiseVision Direct Dial Service available to Customers who originate direct dialed calls within the State. This service permits origination of intrastate calls from diverse Customer's local exchange or dedicated access facilities.

3.5.1 Rate Plan A

	DAY		EVENING		NIGHT/WKND	
	1 st Minute	Ea. Addl. Minute	1 st Minute	Ea. Addl. Minute	1 st Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.100	\$0.1000

Monthly Service Charge

\$4.95

3.5.2 Rate Plan B

	DAY		EVENING		NIGHT/WKND	
	1 st Minute	Ea. Addl. Minute	1 st Minute	Ea. Addl. Minute	1 st Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1250	\$0.1250	\$0.1250	\$0.1250	\$0.1250	\$0.1250

Monthly Service Charge

\$1.95

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

3.5 PromiseVision Direct Dial Service, (Cont'd.)

3.5.3 Rate Plan C

	DAY		EVENING		NIGHT/WKND	
	1 st Minute	Ea. Addl. Minute	1 st Minute	Ea. Addl. Minute	1 st Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1500	\$0.1500	\$0.1500	\$0.1500	\$0.1500	\$0.1500

Monthly Service Charge

None

3.5.4 Rate Plan D

	7:00AM until 7:00PM		7:00PM until 7:00AM	
	1 st Minute	Ea. Addl. Minute	1 st Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1250	\$0.1250	\$0.0700	\$0.0700

Monthly Service Charge

\$4.95

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

3.6 PromiseVision Calling Card Service

PromiseVision Calling Card Service is available to Customers in the State of Oklahoma. To access this service, the Customer dials a toll-free access number provided by the Company. Calls are processed by a live or automated Company operator. Each call is billed in whole minute increments after a minimum call duration of one minute. A per-call service charge applies to each completed call.

3.6.1 Per Call Rates

ALL TIMES OF DAY	
1 st Minute	Ea. Addl. Minute
\$0.2500	\$0.2500

3.6.2 Per Call Pay Phone Surcharge

\$0.35

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12211 N. Pennsylvania
Oklahoma City, OK 73120

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SECTION 4 - MISCELLANEOUS SERVICES

4.1 Late Payment Charge

A late fee of the greater of 1.5% or \$1.00 per month will be charged on any past due balance.

4.2 Return Check Charge

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to South Dakota law and Commission regulations.

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SECTION 5 - PROMOTIONS

5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. The Company will provide thirty (30) days notification to the Commission of the availability and duration of such offers.

5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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12211 N. Pennsylvania
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SECTION 6 - CONTRACT SERVICES

6.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

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Oklahoma City, OK 73120**

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ATTACHMENT VI

CERTIFICATED PROMISEVISION STATES

The Company is in the initial stages of launching a nationwide certification program.

They plan on filing for certification in all states by year-end.

TECHNOLOGIES MANAGEMENT, INC.
P.O. BOX 200
WINTER PARK, FL 32780-0200
(407) 740-8576

BANK OF AMERICA
WINTER PARK, FL 32780
85-277631

24654

11/8/1999

PAY TO THE ORDER OF South Dakota Public Service Comm

\$ **250.00

Two Hundred Fifty and 00/100*****

DOLLARS
Security features
included.
Details on back.

South Dakota Public Service Comm
State Capitol
Pierre, SD 57501-5070

TECHNOLOGIES
MANAGEMENT, INC.

C. J. Wight

MEMO Filing fee for PromiseVision

⑈024654⑈ ⑆063100277⑆ 28300⑈66505⑈

TECHNOLOGIES MANAGEMENT, INC.

24654

South Dakota Public Service Comm
11/08/1999

11/8/1999

Bill #PromiseVisi

250.00

TC 99-105

Cash operating

Filing fee for PromiseVision

250.00

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of November 11, 1999 through November 17, 1999

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please
contact Delaine Kolbo within five business days of this filing.

Phone: 605-773-3705 Fax: 605-773-3809

CONSUMER COMPLAINTS

CT99-056 In the Matter of the Complaint filed by Rose Bertsch, Aberdeen, South Dakota, against WiTel, Inc. Regarding Unauthorized Switching of Services.

The Complainant alleges that she received a call from someone indicating that they were an employee of her local company wishing to combine her billing. As a result, WiTel is listed on her billing. The Complainant claims she did not authorize WiTel to switch her service. The Complainant is seeking \$1000 in penalties.

Staff Analyst: Leni Healy
Staff Attorney: Karen Cremer
Date Filed: 11/12/99
Intervention Deadline: NA

CT99-057 In the Matter of the Complaint filed by Wayne W. Crockett, Hartford, South Dakota, against AT&T Communications of the Midwest, Inc. Regarding Unauthorized Switching of Services.

On November 15, 1999, the Commission received a complaint from Wayne Crockett indicating that his long distance service was switched from MCI to AT&T without his authorization. He indicated that the billing had been corrected, but "that don't go with me."

Staff Analyst: Leni Healy
Staff Attorney: Camron Hoseck
Date Filed: 11/15/99
Intervention Date: NA

CT99-058 In the Matter of the Complaint filed by Edith Johnson, Bryant, South Dakota, against MCI WorldCom Regarding Unauthorized Switching of Services.

On November 17, 1999, the Commission received a formal complaint from Edith Johnson indicating that her service was switched from AT&T to MCI without her permission. The Complainant is seeking to have the charges removed.

Staff Analyst: Leni Healy
Staff Attorney: Karen Cremer
Date Filed: 11/17/99
Intervention Deadline: NA

ELECTRIC

EL99-019 In the Matter of the One-Time Special Underground Assessment By Northern States Power Company in Sioux Falls, South Dakota.

Sioux Falls ordinances require Northern States Power Company (NSP) to relocate overhead facilities in the downtown Sioux Falls area to underground whenever the adjacent streets are resurfaced. Certain streets in downtown Sioux Falls were resurfaced in 1999. The NSP Tariff provides that NSP will comply with lawful orders of a municipality and that NSP will charge the cost of the project to the benefitted customers. South Dakota Electric Rate Book, Section No. 6, Original Sheet No. 29, Section 5.5 (effective 12-16-96). NSP determined that the benefitted customers in this matter were NSP's Sioux Falls customers. NSP determined that the breakdown of the cost of this project to the individual customers will be approximately \$2.00/household and will be placed on the November 1999 bills.

Analyst: Heather Forney
Attorney: Karen Cremer
Date Filed: 11/16/99
Intervention Deadline: 12/03/99

NATURAL GAS

NG99-009 In the Matter of the Filing by Montana-Dakota Utilities Co. for Approval of a Waiver from Section 4(a) of the PGA Tariff Rates 88 and 89, which Specifies that the Surcharge Adjustment is Effective May 1 of Each Year.

Montana-Dakota Utilities Co. (MDU) received a net refund of \$1,581,377 from Williston Basin pursuant to a FERC order in the month of October. As a means of returning the net refund to the appropriate customers, MDU is proposing to implement an out-of-cycle surcharge adjustment to be effective December 1, 1999 through April 30, 2000.

Staff Analyst: Heather Forney
Staff Attorney: Camron Hoseck
Date Filed: 11/12/99
Intervention Deadline: N/A

TELECOMMUNICATIONS

TC99-105 In the Matter of the Application of PromiseVision Technology, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

PromiseVision Technology, Inc. intends to provide resold outbound presubscribed services and calling card services to both residential and business customers.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Filed: 11/12/99
Intervention Date: 12/03/99

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You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc/>

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

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
PROMISEVISION TECHNOLOGY, INC. FOR A)	CERTIFICATE OF
CERTIFICATE OF AUTHORITY TO PROVIDE)	AUTHORITY
TELECOMMUNICATIONS SERVICES IN)	
SOUTH DAKOTA)	TC99-105

On November 12, 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 PromiseVision Technology, Inc. (PromiseVision).

PromiseVision proposes to offer resold outbound presubscribed service and calling card service to both residential and business customers. A proposed tariff was filed by PromiseVision. The Commission has classified long distance service as fully competitive.

On November 18, 1999, the Commission electronically transmitted notice of the filing and the intervention deadline of December 3, 1999, to interested individuals and entities. No petitions to intervene or comments were filed and at its January 18, 2000, meeting, the Commission considered PromiseVision's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that PromiseVision not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission.

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

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

Dated at Pierre, South Dakota, this 26th day of January, 2000.

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: *Helaine Kalho*

Date: 1/26/00

(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 January 18, 2000
Docket No. TC99-105

This is to certify that

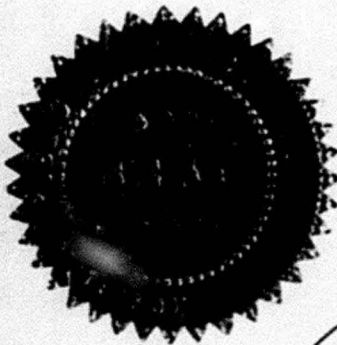
PROMISEVISION TECHNOLOGY, INC.

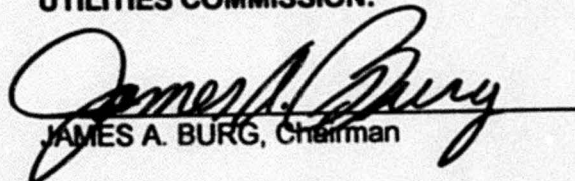
is authorized to provide telecommunications services in South Dakota.

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 26th day of January, 2000.

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**




JAMES A. BURG, Chairman


PAM NELSON, Commissioner


LASKA SCHOENFELDER, Commissioner