

TCOO-118

In the Matter of _____ IN THE MATTER OF THE _____
APPLICATION OF UNI-TEL _____
COMMUNICATIONS GROUP, INC. FOR _____
A CERTIFICATE OF AUTHORITY TO _____
PROVIDE TELECOMMUNICATIONS _____
SERVICES IN SOUTH DAKOTA _____

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
8/3 00	Filed and Docketed;
8/10 00	Weekly Filing;
9/1 00	Revised Tariff Pages;
9/6 00	Revised Tariff Pages;
9/11 00	Revised Tariff Pages;
10/6 00	Order Granting COA;
10/6 00	Docket Closed.

**Uni-Tel
Communications
Group**

Phone (630) 579-0058
Fax (630) 579-0753

July 28, 2000

RECEIVED

AUG 03 2000

Mr. William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
State Capitol
500 East Capital Avenue
Pierre, South Dakota 57501-5070

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

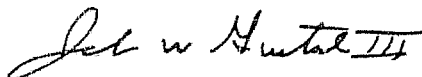
Re: Application of Uni-Tel Communications Group, Inc. For a Certificate of Authority
To Provide Telecommunications Services in South Dakota

Dear Mr. Bullard:

The above referenced Applicant hereby submits the enclosed Application for a Certificate of Authority to provide telecommunications services in South Dakota. An original and ten (10) copies are included for filing. So that our records will be complete, please date stamp the extra copy of this transmittal letter and return it in the envelope provided. Also enclosed is a check for \$250 to cover the filing fee.

Please direct any questions regarding this Application to Bobbi Ferguson, Visiology, Inc., 16061 Carmel Bay Drive, Northport, Alabama 35475 who may be reached via telephone at (205) 330-1703. Your assistance in this matter is greatly appreciated.

Sincerely,



John W. Gustaitis III
Chief Operations Officer

Enclosures

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

RECEIVED

AUG 6 3 2002

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Docket No. _____

IN THE MATTER OF THE APPLICATION OF UNI-
TEL COMMUNICATIONS GROUP, INC. FOR A
CERTIFICATE OF AUTHORITY TO PROVIDE
TELECOMMUNICATIONS SERVICES IN THE
STATE OF SOUTH DAKOTA PURSUANT TO
COMMISSION RULE 20:10:24:02.

APPLICATION

COMES NOW Uni-Tel Communications Group, Inc. (hereinafter "Applicant" or "Uni-Tel") and submits its Application seeking a certificate of authority to provide telecommunications services within the State of South Dakota. Applicant seeks statewide authority to offer inbound, outbound, directory assistance, and calling card services to presubscribed business customers and residential customers in the State of South Dakota. Applicant does not and will not offer alternative operator services (AOS). All operator services will be provided by the underlying carrier. All services are only available to presubscribed customers. The Applicant will not provide service to the transient market.

In furtherance thereof, Applicant respectfully submits the following as required by Telecommunications Services Rules 20:10:24:02.

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

Uni-Tel Communications Group, Inc.
47 East Chicago Avenue, Suite 328
Naperville, IL 60560
(630) 579-0058

(2) The name under which the applicant will provide these services if different than in subdivision (1) of this section: Applicant will provide service in South Dakota under the name Uni-Tel Communications Group, Inc..

(3) If the applicant is a corporation:

- (a) The state in which it is incorporated, the date of incorporation, and a copy of its certificate of incorporation or, if it is an out-of-state corporation, a copy of its certificate of authority to transact business in South Dakota from the Secretary of State: Uni-Tel was incorporated in the State of Indiana on March 19, 1998. A copy of the Applicant's certificate of authority is attached at Exhibit A.
- (b) The location of its principal office, if any, in this state and the name and address of its current registered agent: Uni-Tel does not maintain an office in South Dakota. The Applicant's registered agent in South Dakota is National Registered Agents, Inc., 310 South First Street, Sioux Falls, SD 57102.
- (c) The names and addresses of any corporation, association, partnership, cooperative, or individual holding a twenty (20) percent or greater ownership management interest in the application corporation and the amount and character the ownership

of management interest: See Exhibit B.

- (d) The names and addresses of subsidiaries owned or controlled by the applicant:

The Applicant does not own or control subsidiaries.

- (4) If the applicant is a partnership, the name, title, and business address of each partner:

both general and limited: N/A, Applicant is a corporation.

- (5) A specific description of the telecommunications services the applicant intends to offer:

The Applicant will offer outbound and inbound telecommunications services, directory assistance service, and calling card service. A detailed service description is provided in the proposed tariff attached at Exhibit I.

- (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 use of the equipment: Uni-Tel is a non-facilities-based reseller of telecommunication services provided by Frontier. Customers may use switched access. Switched access is provided by the LEC. In the future, Applicant may offer dedicated access services where the dedicated access will be provided by the underlying carrier or another carrier. Representative access diagrams are shown at Exhibit D.

- (7) The geographic areas in which the services will be offered, including a map describing

the service area: Service will be offered throughout the State of South Dakota. See Exhibit E.

(8) Current financial statements; a copy of the applicant's latest annual report; a copy of the applicant's report to stockholders; and a copy of the applicant's tariff with the terms and conditions of service:

- * Current balance sheet is attached at Exhibit F.
- * Current income statement is attached at Exhibit G.
- * Applicant's does not produce annual reports.
- * The Applicant's proposed tariff is attached at Exhibit H.

(9) The names and addresses of the applicant's representatives to whom all inquiries should be made regarding complaints and regulatory matters and a description of how the applicant handles customer billings and customer service matters: Questions regarding this Application should be directed to Bobbi Ferguson, Sr. Consultant, Visiology, Inc., 16061 Carmel Bay Drive, Northport, Alabama 35475, who can be reached at (205) 330-1703. Questions regarding the on-going operations of the Company (complaints and regulatory matters) should be directed to John Gustaitis, Chief Operations Officer. A description of how the Applicant handles customer billings and complaints may be found in the Tariff at Exhibit H section 2.8.

(10) A list of the states in which the applicant is registered or certified to do business and if the applicant has ever been denied registration or certification in any state and the reason for the

denial. The Applicant is registered, certified, or otherwise authorized to do business in the states of Arizona, Arkansas, Arizona, California, Colorado, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Missouri, Mississippi, Montana, New Jersey, New York, North Carolina, Ohio, Oregon, Pennsylvania, Tennessee, Texas, Utah, Virginia, West Virginia, Wisconsin, and Wyoming. The Applicant has not been denied registration or certification in any state.

(11) A detailed description of how the applicant intends to market its services, the qualifications of its marketing sales personnel, its target market, whether the applicant engages in multilevel marketing, and copies of any company brochures used to assist in the sale of services. The Applicant will provide service to both the commercial and consumer marketplace. Applicant intends to use a multimedia marketing approach encompassing direct mail, direct sales, sales agents, and telemarketing. The latter will be in compliance with all existing state and federal regulations and statutes.

(12) Initially, the Applicant does not plan to offer noncompetitive services.

Applicant furnishes the following additional information in support of this Application.

(13) The Applicant possesses the necessary managerial capability to provide the proposed service.

John W. Gustaitis is the founder and President of Uni-Tel Communications Group, Inc.

He oversees the overall operations, marketing, sales, and research and development effort of the company. Mr. Gustaitis gained extensive general management expertise while serving as President of the Munster Radiology Group, President of Gustaitis, M.D., P.C., and as Vice President of G&S Development, a real estate development corporation in Bloomington, Indiana.

Jack Weichman is Controller and Chief Financial Officer of Uni-Tel Communications Group, Inc. Mr. Weichman is responsible for all financial and accounting functions including preparation of financial statements, acquisitions, contract administrations, and regulatory and tax reporting. Mr. Weichman holds a degree from Indiana University and is a Certified Public Accountant. In addition to his financial expertise, Mr. Weichman has excellent general management experience from serving as President of Weichman & Associates, P.C. which provides medical management and data services and computer management services and as CEO and Secretary of Comprehensive Renal Care, Inc.

John W. Gustaitis, III is the Chief Operations Officer for Uni-Tel Communications Group, Inc. Mr. Gustaitis is responsible for management information services, billing, customer service, and agent relations. Mr. Gustaitis has over seven years in the telecommunications industry. Mr. Gustaitis has been the Chief Operations Officer with UMG Communications where he oversaw the day-to-day operations of the company. Mr. Gustaitis brings extensive experience in the areas of both direct billed and LEC billed products. Mr. Gustaitis holds a degree from Indiana University.

- (14) The Applicant possesses the necessary technical capability to provide the proposed service. Because Uni-Tel is a non-facilities-based carrier, only the facilities of Frontier are to be used. Therefore, the technical ability of Frontier to provide service is more germane than the technical ability of Uni-Tel. That ability has already been demonstrated by Frontier's prior operations in this state.

START

OF

RETAKE

He oversees the overall operations, marketing, sales, and research and development effort of the company. Mr. Gustaitis gained extensive general management expertise while serving as President of the Munster Radiology Group, President of Gustaitis, M.D., P.C., and as Vice President of G&S Development, a real estate development corporation in Bloomington, Indiana.

Jack Weichman is Controller and Chief Financial Officer of Uni-Tel Communications Group, Inc. Mr. Weichman is responsible for all financial and accounting functions including preparation of financial statements, acquisitions, contract administrations, and regulatory and tax reporting. Mr. Weichman holds a degree from Indiana University and is a Certified Public Account. In addition to his financial expertise, Mr. Weichman has excellent general management experience from serving as President of Weichman & Associates, P.C. which provides medical management and data services and computer management services and as CEO and Secretary of Comprehensive Renal Care, Inc.

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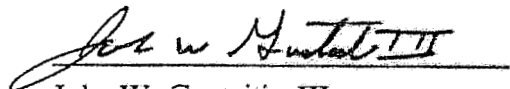
- (14) The Applicant posses the necessary technical capability to provide the proposed service. Because Uni-Tel is a non-facilities-based carrier, only the facilities of Frontier are to be used. Therefore, the technical ability of Frontier to provide service is more germane than the technical ability of Uni-Tel. That ability has already been demonstrated by Frontier's prior operations in this state.

(15) That the public interest will be served by the granting of this Application. Uni-Tel submits that the grant of this Application would serve the public convenience and necessity. Grant of Uni-Tel's Application would increase competition in the long distance telecommunication market in South Dakota, present greater price and service options for telephone users, and promote technological innovation. In addition, by lowering the costs of telecommunications, small and medium sized businesses are able to maintain their all important communications costs at levels that are closer to those available to larger users. All of this Uni-Tel believes, improves the competitive environment not only in telecommunications but also generally. It will allow South Dakota companies to compete on a more equal basis with their outstate competitors who may already be benefiting from lower telecommunications costs.

WHEREFORE, Applicant prays that the Commission issue to Uni-Tel Communications Group, Inc. authority to transact the business of a reseller of interexchange telecommunications service in the State of South Dakota as set forth above.

Dated at Naperville, Illinois, this 28 day of July, 2000.

Uni-Tel Communications Group, Inc.



John W. Gustaitis, III
Chief Operations Officer

END

OF

RETAKE

EXHIBITS

	Exhibit
South Dakota Certificate of Authority	A
20 Percent Ownership Management Interest	B
Management Agreements	C
Access Diagrams	D
Service Area	E
Current Balance Sheet	F
Current Income Statement	G
Tariff	H

EXHIBIT A

SOUTH DAKOTA CERTIFICATE OF AUTHORITY

PREPARED FOR

**SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION**

State of South Dakota



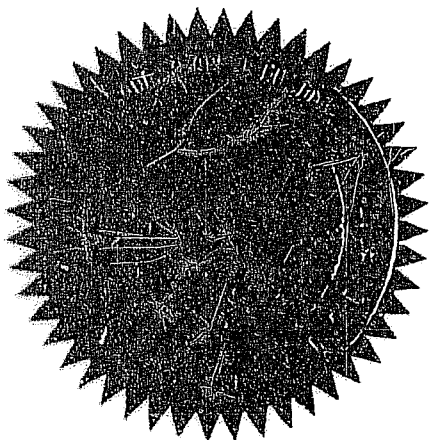
OFFICE OF THE SECRETARY OF STATE

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 **UNI-TEL COMMUNICATIONS GROUP, INC. (IN)** 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 June 5, 2000.



Joyce Hazeltine
Secretary of State



Secretary of State
 State Capitol
 500 E. Capitol Ave.
 Pierre, SD 57501
 Phone 605-773-4845
 Fax 605-773-4556

FILE NO. _____

RECEIPT NO. _____

RECEIVED

MAY 30

S.D. SEC. OF STATE
 RECEIVED

JUN 05 00

S.D. SEC. OF STATE

SECRETARY OF STATE Application for Certificate of Authority

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

(1) The name of the corporation is Uni-Tel Communications Group, Inc.
 (exact corporate name)

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

(3) State where incorporated Indiana Federal Taxpayer ID# 35-2040414

(4) The date of its incorporation is March 19, 1998 and the period of its duration, which may be perpetual, is perpetual

(5) The address of its principal office in the state or country under the laws of which it is incorporated is 47 East Chicago Ave., Suite 328, Naperville, IL Zip Code 60540
 mailing address if different from above is: _____ Zip Code _____

(6) The street address, or a statement that there is no street address, of its proposed registered office in the State of South Dakota is 300 South Phillips Avenue, Suite 300, Sioux Falls, SD Zip Code 57102
 and the name of its proposed registered agent in the State of South Dakota at that address is National Registered Agents, Inc.

(7) The purposes which it proposes to pursue in the transaction of business in the State of South Dakota are: (state specific purpose)
Long distance telecommunication services.

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

Name	Officer Title	Street Address	City	State	Zip
Please see attached addendum.					
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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

Number of shares	Class	Series	Par value per share or statement that shares are without par value
<u>1000</u>	_____	<u>Common</u>	<u>No Par Value</u>
_____	_____	_____	_____
_____	_____	_____	_____

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

Number of shares	Class	Series	Par value per share or statement that shares are without par value
100		Common	No Par Value

(11) The amount of its stated capital is \$ 20,000.00
Shares issued times par value equals stated capital. In the case of no par value stock, stated capital is the consideration received for the issued shares.

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

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

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

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

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

Dated MAY 18 19 2000

John Gustaitis
(Signature)
John Gustaitis, President
(Title)

STATE OF INDIANA
COUNTY OF LAKE

I, Lynett Word, a notary public, do hereby certify that on this 18th day of May, 2000 personally appeared before me John Gustaitis who, being by me first duly sworn, declared that he/she is the President of UNI-TEL Communications Group, Inc. that he/she signed the foregoing document as officer of the corporation, and the statements therein contained are true.

September 19, 2007
My Commission Expires

Lynett Word
(Notary Public)

Notarial Seal

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

Consent of Appointment by the Registered Agent

I, National Registered Agents, Inc., hereby give my consent to serve as the registered agent for Uni-Tel Communications Group, Inc.
(name of registered agent)
(corporate name)

Dated May 26 ~~19~~ 2000


Tina Leland (signature of registered agent) Asst. Sec.

for National Registered Agents, Inc.

The proper filing fee must accompany the application. Make checks payable to the Secretary of State.

FEE SCHEDULE

Authorized capital stock of	25,000	or less	\$ 90
Over \$25,000 and not exceeding	100,000		110
Over \$100,000 and not exceeding	500,000		130
Over \$500,000 and not exceeding	1,000,000		150
Over \$1,000,000 and not exceeding	1,500,000		200
Over \$1,500,000 and not exceeding	2,000,000		250
Over \$2,000,000 and not exceeding	2,500,000		300
Over \$2,500,000 and not exceeding	3,000,000		350
Over \$3,000,000 and not exceeding	3,500,000		400
Over \$3,500,000 and not exceeding	4,000,000		450
Over \$4,000,000 and not exceeding	4,500,000		500
Over \$4,500,000 and not exceeding	5,000,000		550

For each additional \$500,000, \$40 in addition to \$550.

For purposes only of computing fees under this section, the dollar value of each authorized share having a par value shall be equal to par value and the value of each authorized share having no par value shall be equal to one hundred dollars per share. The maximum amount charged under this subdivision may not exceed sixteen thousand dollars.

FILING INSTRUCTIONS:

The application must be signed, in the presence of a notary public, by the chairman of the board of directors, or its president, or any other officer. One original and one photocopy of the application must be submitted.

The application must be accompanied by an original, currently dated, **CERTIFICATE OF FACT** or a **CERTIFICATE OF GOOD STANDING** from the Secretary of State in the state where incorporated. A photocopy of a certificate is not acceptable. It should be dated within ninety (90) days of submitting it to our office.

South Dakota law requires every corporation to continuously maintain a resident of this state as the registered agent (number six on the application). The registered agent's address is considered the registered office address of the corporation in South Dakota. A complete street address must be listed for service of process.

The Consent of Registered Agent portion must be signed by the South Dakota registered agent.

Mail the application, certificate, and filing fee to the Secretary of State, Corporate Division, 500 E. Capitol Avenue, Pierre, SD 57501-5070. The duplicate and a Certificate of Authority will be returned for your records.

CONTINUATION

1 -

ADDENDUM

OF

Uni-Tel Communications Group, Inc.

CORPORATE OFFICERS:

<i>TITLE</i>	<i>NAME</i>	<i>BUSINESS ADDRESS</i>	<i>RESIDENCE ADDRESS</i>
President Term: Until succession is duly appointed	John Gustaitis	47 East Chicago Ave. Suite 328 Naperville, IL 60540	506 Turnberry Schererville, IN 46375
Secretary Term: Until succession is duly appointed	Randolph Roberts	47 East Chicago Ave. Suite 328 Naperville, IL 60540	818 Killarney Dyer, IN 46311

DIRECTORS:

<i>TITLE</i>	<i>NAME</i>	<i>BUSINESS ADDRESS</i>	<i>RESIDENCE ADDRESS</i>
Chairperson Term: Until succession is duly appointed	John A Gustaitis	47 East Chicago Ave. Suite 328 Naperville, IL 60540	506 Turnberry Schererville, IN 46375
Director Term: Until succession is duly appointed	Randolph Roberts	47 East Chicago Ave. Suite 328 Naperville, IL 60540	818 Killarney Dyer, IN 46311

Continuation

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X

of pages

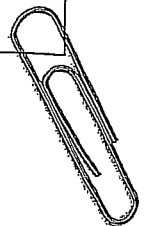


EXHIBIT B

20 PERCENT OWNERSHIP MANAGEMENT INTEREST

Officers of Uni-Tel Communications Group, Inc.		
Name	Title	Address
John W. Gustaitis, II	President	47 East Chicago Avenue, Suite 328
Randolph Roberts	Treasurer	Naperville, IL 60560

PREPARED FOR

**SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION**

EXHIBIT C
MANAGEMENT AGREEMENTS

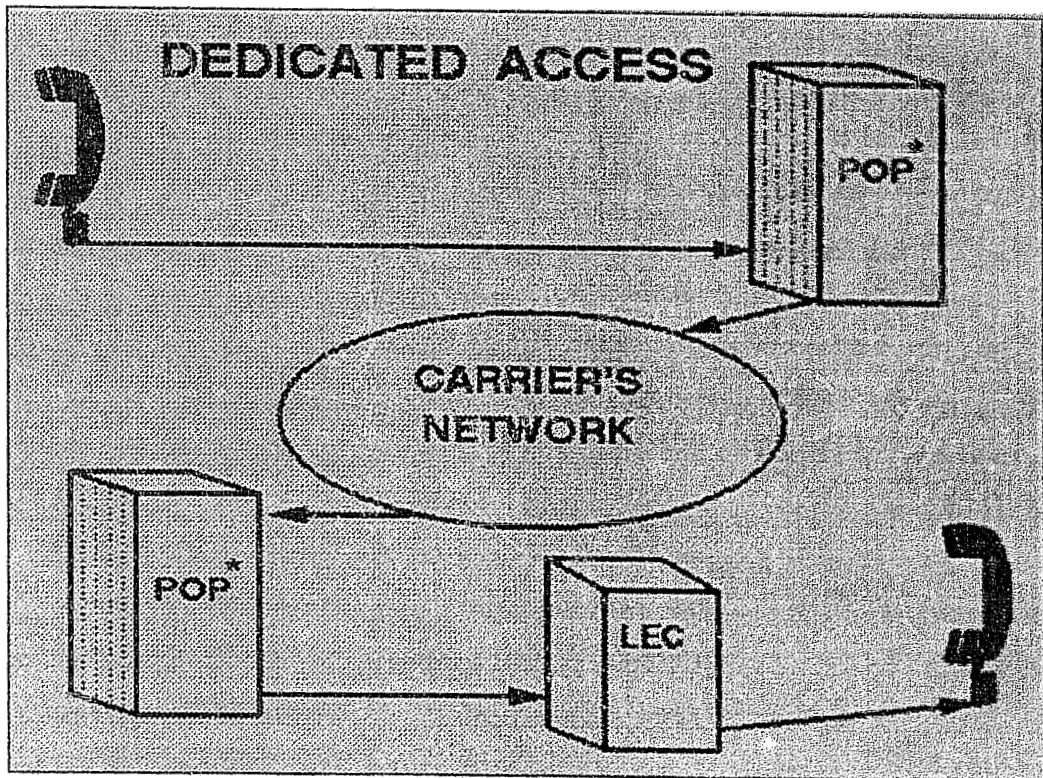
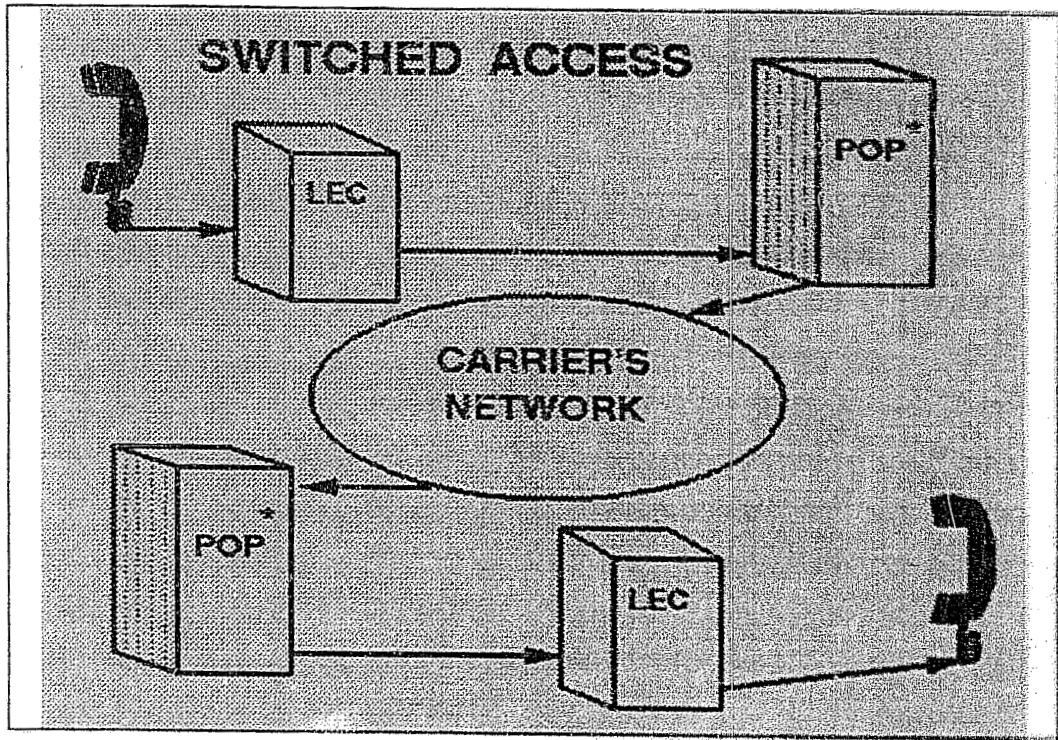
Uni-Tel Communications Group, Inc. does not have any management agreements.

PREPARED FOR
SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

EXHIBIT D
ACCESS DIAGRAMS

PREPARED FOR
SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

REPRESENTATIVE ACCESS DIAGRAMS



* POP - CARRIER'S POINT-OF-PRESENCE

EXHIBIT E

SERVICE AREA

PREPARED FOR

**SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION**

SERVICE AREA



EXHIBIT F
CURRENT BALANCE SHEET

PREPARED FOR
SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

UNI-TEL COMMUNICATIONS GROUP, INC.
STATEMENT OF ASSETS, LIABILITIES,
AND EQUITY-INCOME BASIS
AS OF JUNE 30, 2000

ASSETS

CURRENT ASSETS

CASH-CHECKING	\$334,511.67
CASH-CFS	4,214.02
AIR EMPLOYEE	<u>46,681.15</u>

TOTAL CURRENT ASSETS \$385,406.84

FIXED ASSETS

LEASEHOLD IMPROVEMENTS	.00
EQUIPMENT	4,043.34
OFFICE FURNITURE & EQUIPMENT	14,491.63
COMPUTERS	17,055.72
COMPUTER SOFTWARE	44,946.20

TOTAL FIXED ASSETS	\$80,536.89
LESS: ACCUMULATED DEPRECIATION	<u>(13,734.68)</u>

NET BOOK VALUE OF FIXED ASSETS \$66,802.21

OTHER ASSETS

ORGANIZATIONAL COSTS-NET	<u>\$123,013.03</u>
--------------------------	---------------------

TOTAL OTHER ASSETS \$123,013.03

TOTAL ASSETS \$575,222.08

UNI-TEL COMMUNICATIONS GROUP, INC.
STATEMENT OF ASSETS, LIABILITIES,
AND EQUITY-INCOME BASIS
AS OF JUNE 30, 2000

LIABILITIES AND EQUITY

CURRENT LIABILITIES

NOTE PAYABLE- DEMUS	\$ 75,000.00
ACCOUNTS PAYABLE- SHAREHOLDER	(26,942.16)
FEDERAL W/H TAX PAYABLE	(.04)

TOTAL CURRENT LIABILITIES \$101,942.12

LONG TERM DEBT

LINE OF CREDIT- PINNACLE BANK	\$ 500,000.00
LINE OF CREDIT - NBD BANK	<u>1,454,065.07</u>

TOTAL LONG TERM DEBT \$1,954,065.07

STOCKHOLDER' EQUITY

COMMON STOCK	\$ 21,200.00
RETAINED EARNINGS	(1,582,355.40)
TREASURY STOCK	(59,000.00)
PROFIT AND LOSS	139,370.29

TOTAL STOCKHOLDERS' EQUITY \$ 1,480,785.11

TOTAL LIABILITIES AND
STOCKHOLDERS' EQUITY \$ 575,222.08

EXHIBIT G
CURRENT INCOME STATEMENT

PREPARED FOR
SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

UNI-TEL COMMUNICATIONS GROUP, INC.
STATEMENT OF REVENUE AND EXPENSES
INCOME BASIS
PERIOD ENDED JUNE 30, 2000

	YEAR-TO-DATE
REVENUE	
FEES COLLECTED	2,620,928.51
LESS: NSF BAD CHECKS	(1,418.58)
LESS: REFUNDS	<u>(2,237.56)</u>
TOTAL REVENUE	2,617,272.37
OPERATING EXPENSES	<u>(2,477,902.08)</u>
INCOME FROM OPERATIONS	<u>139,370.29</u>
INCOME BEFORE INCOME TAXES	139,370.29
INCOME TAXES	
NET INCOME/ (LOSS)	<u>139,370.29</u>

UNI-TEL COMMUNICATIONS GROUP, INC.
STATEMENT OF REVENUE AND EXPENSES
INCOME BASIS
SUPPORTING SCHEDULE
PERIOD ENDED JUNE 30, 2000

YEAR-TO-DATE

OPERATING EXPENSES

EMPLOYEE SALARIES	\$	145,118.19
LEASE EXPENSE		17,350.78
EQUIPMENT RENTAL		1,995.80
TELEPHONE & SERVICES		1,801,305.13
INSURANCE- CORPORATE		92.50
INSURANCE- EMPLOYEES		30,090.22
INSURANCE-OFFICERS LIFE		2,601.84
INTEREST EXPENSE		80,471.39
LEGAL & ACCOUNTING SERVICES		25,842.97
CONSULTING FEES		33,332.00
COMMISSION EXPENSE		203,717.69
WIRE EXPENSE		562.50
VERIFICATION EXPENSE		2,065.45
DEPRECIATION EXPENSE		5,457.68
AMORTIZATION EXPENSE		3,246.40
VEHICLE EXPENSE		5,529.55
OFFICE SUPPLIES & EXPENSE		44,289.14
POSTAGE		20,725.97
PROMOTION		7,854.51
TRAVEL & CONVENTION		2,796.57
DELIVERY		3,423.51
CASUAL LABOR		10,038.00
REGISTRATION, LIC. & FEES		7,393.00
PAYROLL TAXES		15,319.41
BANK CHARGES		4,802.21
CHARGE CARD FEES		223.12
DUES & SUBSCRIPTIONS		942.25
CLEANING & SANITATION		250.00
COLLECTION EXPENSE		1,064.50

TOTAL OPERATING EXPENSES

\$ 2,477,902.08

EXHIBIT H

ANNUAL REPORT AND REPORT TO STOCKHOLDERS

Uni-Tel Communications Group, Inc. does not prepare an Annual Report or Report to Stockholders.

PREPARED FOR

**SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION**

EXHIBIT I

TARIFF

PREPARED FOR

**SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION**

Uni-Tel Communications Group, Inc.
John Gustaitis, President
47 East Chicago Avenue, Suite 328
Naperville, IL 60560

South Dakota P.U.C. Tariff No. 1
Original Page 1

Issued: July 28, 2000
Effective:

UNI-TEL COMMUNICATIONS GROUP, INC.

REGULATIONS AND SCHEDULE OF CHARGES FOR
RESALE OF COMPETITIVE INTEREXCHANGE
TELECOMMUNICATION SERVICES
WITHIN THE STATE OF SOUTH DAKOTA

Uni-Tel Communications Group, Inc.
John Gustaitis, President
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All the pages of this Tariff are effective as of the date shown at the top of the respective page(s)
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**CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS**

None

SYMBOLS

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

- C - Changed regulation
- D - Discontinued rate or regulation
- I - Increase
- M - Matter relocated without change
- N - New rate or regulation
- R - Reduction
- S - Reissued matter
- T - Change in text, but no change in rate or regulation

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised page 14 cancels the 3rd revised page 14.
- C. Paragraph Numbering Sequence - There are six 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)
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- D. Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Access Line: An Access Line is a transmission line from either the LEC's or the DUC's Point-of-Presence (POP) to Customer's premises used to process voice and limited speed data calls.

Applicant: Applicant is any entity or individual who applies for Service under this Tariff.

Application for Service: The Application for Service is the standard Company order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide a communication Service(s) as required.

Authorized User: An Authorized User is a person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Authorization Code: An Authorization Code is a code in numbers or letters used to gain access to a Service.

Business Customer: A Business Customer is a Customer whose use of the Service(s) are for a business, professional, institutional, or occupational purpose.

CAP: CAP is an acronym for Competitive Access Provider.

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

Company: Company refers to Uni-Tel Communications Group, Inc.

Credit Card: Credit Card refers to Visa®, MasterCard®, or other Credit Card companies as appropriate.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Customer: A Customer is the person, firm, corporation, governmental unit or other entity which orders Service -- either for its own use, as a resale carrier, or as a non-profit manager of a sharing group --and thereby assumes responsibility for the payment of charges and for compliance with this Tariff. If an entity orders Service in more than one city or requests the assignment of multiple account numbers, each such account is a separate Customer for billing purposes. The term Customer also includes an entity that (1) remains presubscribed to Service after its account(s) are removed from Company's billing system and subsequently continues to use Company's Service, or (2) otherwise uses Service for which no other Customer is obligated to compensate the Company. For purposes of SMS Resp Org Changes, the Customer is the person, firm, corporation, or other entity that submits the change request.

Customer/End User: The terms "Customer/End User" refer to any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The Customer/End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer or party.

Customer('s) Premise(s): Customer('s) Premise(s) locations are designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale Customers. In the case of non-profit sharing groups, this term includes space at each sharer's place or places of business, as well as space at Customer's place of business.

DUC: DUC is an acronym for Designated Underlying Carrier.

End User: The person or legal entity which uses the Service provided by the Company.

InterLATA Call: An interLATA call is any call that originates in one LATA and terminates in a different LATA.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

IntraLATA Call: An intraLATA call is any call that originates and terminates within the same LATA.

IXC: IXC stands for Interexchange Carrier.

LATA: LATA is an acronym for Local Access Transport Area which is a geographic area established for the provision and administration of communications service as provided for in the Modification of Final Judgment and any further modification thereto.

LEC: LEC is an acronym for Local Exchange Carrier.

Modification of Final Judgment: Modification of Final Judgment refers to that decision of the United States District Court for the District of Columbia appearing at 552 F. Supp 131 (1982).

NASC: NASC is the National Administration and Service Center. NASC provides centralized administration of the SMS database of toll free numbers. The NASC keeps track of the toll free numbers that are in use or available for use.

Nonrecurring Charges: Nonrecurring Charges are one-time charges.

NPA: NPA literally stands for Numbering Plan Area but is more commonly referred to as an area code.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

NXX: NXX is the first three digits of a Customer's telephone number.

PBX: PBX is an acronym for Private Branch Exchange.

PIC: PIC is an acronym for Primary Interexchange Carrier.

PIN: PIN stands for Personal Identification Number (PIN) and is a numerical code one or more of which may be assigned to a Customer for access and use of Service. The PIN enables the Company to identify the end user originating Service for security and for billing purposes. PINs are the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular PIN.

POP: POP is an acronym for Point-of-Presence and is the central office of the DUC or the Company where the LEC or CAP hands off the traffic of the Company's Customers to the DUC or the Company or where the Customer's facility interconnects with the DUC or the Company.

P.U.C.: P.U.C. stands for Public Utilities Commission.

Rate Center: A Rate Center is a specified geographical location used for determining mileage measurements.

Residential Customer: A Residential Customer is a Customer whose use of the Company's Service(s) are substantially of a social and domestic nature.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Resp Org: A Resp Org is the entity responsible for managing and administering a Toll Free Service subscriber's records in the Toll Free Service Management System (SMS). The SMS recognizes one Resp Org for each Toll Free Number.

Service(s): Service(s) are defined as the telecommunications services provided pursuant to this tariff.

Service Commitment Period: The Service Commitment Period is the period selected by the Customer, agreed to by the Company, and stated on the relevant Application for Service during which the Company will provide and Customer will accept and pay for the Service described therein.

State: State refers to the State of South Dakota.

Switched Access: If the Customer's location has a transmission line that is switched through the LEC or CAP to reach the long distance network, the access is switched. Switched Access facilities are also referred to as shared use facilities.

TFN: TFN stands for Toll Free Number.

TFS: Toll Free Service.

Toll Free Number: A Toll Free Number is a telephone number associated with a Customer's Toll Free Service that is used by the calling party without charge to the calling party. The area code for a toll free number is either 800, 877, or 888 or other area code assignments as appropriate.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Toll Free Service: Toll Free Service is a reverse-billed Service that permits calls to be completed without charge to the calling party. Access to Toll Free Service is gained by dialing a ten-digit Toll Free Access Number which terminates at the Customer's requested location.

Underlying Carrier: Underlying Carrier refers to the interexchange carrier that provides the long distance services the Company resells.

V&H: V&H is an acronym for vertical and horizontal.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services are offered for intrastate InterLATA and IntraLATA telecommunication services originating and terminating within South Dakota under the terms of this Tariff. Services are offered subject to the availability of facilities and the terms and conditions of this Tariff. The Company resells the services of facility based carriers subject to the terms of any applicable interstate offering or arrangement between the DUC and the Company.

This Tariff is on file with the Commission and copies may be inspected during normal business hours at the Company's principal place of business which is located at 47 East Chicago Avenue, Suite 328, Naperville, IL 60560.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations of Service

- 2.2.1 Service is offered subject to the availability of facilities, equipment, or systems from the DUC, the Company's ability to fulfill the request for Service and the provisions of this Tariff. Service is not offered where operating conditions do not permit. The Company reserves the right, without incurring liability, to refuse to provide Service, to or from any location where the necessary facilities, equipment, systems, billing agreements, and/or switch software are not available.
- 2.2.2 All Services provided according to this Tariff are intrastate add-on Services available from the Company only if the Customer subscribes to the Company's comparable interstate Service offering or interstate promotional offering. Intrastate Service is not offered on a stand-alone basis. Unless otherwise stated in this Tariff, the method of provisioning a specific Service is determined by the Company.
- 2.2.3 Pursuant to §20:10:09:03 of the Administrative Rules of South Dakota, the conditions under which the Company may refuse Service without liability include, but are not limited to:
- (A) An Applicant is indebted to the Company for past bills incurred and refuses to liquidate the debt; or
 - (B) An Applicant refuses to pay a reasonable deposit, advance payment, or installation charge; or
 - (C) An Applicant, although not personally liable to the Company, is attempting to return Service to an indebted household and no attempts are forthcoming to liquidate the debt of that household; or

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (Con't)

2.2.3 (Con't)

- (D) An applicant is unwilling to provide correct information about any of the following:
 - .1 Past telecommunications service;
 - .2 Previous employment; or
 - .3 Previous address
- (E) An Applicant is in violation of governmental or Company rules concerning evasion of payment, use of Service for unlawful purposes, annoyance of other patrons, or interference with or destruction of facilities.
- (F) An Applicant refuses to pay undisputed telecommunication charges owed to the Company for interstate services.
- (G) An Application fails to provide reasonable and legal means of identification.

2.2.4 Without incurring liability, the Company may disconnect Service pursuant to §20:10:10:03, §20:10:10:04, §20:10:10:05, §20:10:10:06 of the Administrative Rules of South Dakota.

2.2.5 Initial and continuing Service is offered subject to the availability of necessary facilities and/or equipment, including those to be provided by other companies furnishing a portion of the Company's Service(s).

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (Con't)

- 2.2.6 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of Service includes, but is not limited to:
- (A) Service that is used by the Customer or End User to frighten, abuse, torment, or harass another; or
 - (B) Service that is used by the Customer or End User in a manner which interferes with the use of Service by one or more other Customers; or
 - (C) Service that is used by the Customer or End User to place calls by means of illegal equipment, service, or device; or
 - (D) Service that is used by the Customer or End User to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge.
- 2.2.7 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions of this Tariff will remain, at all times, in full force and in effect until modified in writing, signed by the Company and Customer.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (Con't)

- 2.2.8 The Company may rely on third parties to provide a portion of the Company's Service. The selection of the third party vendors is made by the Company. The Company reserves the right to change Third party vendors at any time.
- 2.2.9 The Company reserves the right, without incurring liability, to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.2.10 Recording of telephone conversations provided pursuant to the Company's Service under this Tariff is prohibited except as authorized by applicable federal, state, and local laws.
- 2.2.11 All outbound Services requiring Switched Access to reach the long distance network are only available to Customers located in those exchanges which have Equal Access. Unless otherwise indicated in this Tariff, all Toll Free Services described in this Tariff are available on a statewide basis.
- 2.2.12 The Company, when acting at the Customer's request and as its authorized agent for ordering dedicated access, will make reasonable efforts to arrange for service requirements such as special routing, route diversity, alternate access, or circuit conditioning.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (Con't)

- 2.2.13 The availability of Toll Free Numbers from the Company is limited by the Company's ability to obtain Toll Free Numbers from the SMS database.
- 2.2.14 If a Customer accumulates past-due charges, the Company reserves the right not to honor the Customer's request for a change in TFS to another carrier (e.g. porting of the Toll Free Number), including a request for a Responsible Organization (Resp. Org.) change, until such time as all charges are paid in full and all disputes, if any, resolved.
- 2.2.15 The Company reserves the right to refuse to process Calls when the Authorization Code or PIN cannot be validated.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability

The Company's liability will be limited to that expressly stated in Sections 2.3.1 through 2.3.16 of this Tariff in connection with the provision of Service to Customer.

2.3.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, defects or other comparable actions occurring in the provision of Service(s) with a usage-sensitive rate structure, will in no event exceed an amount equivalent to the initial period charge to the Customer for the call during which such mistake, omission, interruption, delay, error or defect occurred. The Company shall not be liable for any damages caused by the negligence, gross negligence or willful misconduct of the Customer or Customer's agents, employees, officers, directors, contractors or vendors.

2.3.2 Unless otherwise stated in this Tariff, the liability of the Company for negligence arising out of mistakes, omissions, interruptions, delays, errors, defects or other comparable actions occurring in the provision of recurring Service(s) shall be limited to a service adjustment based on the amount of time such Service is out of service times the applicable monthly recurring charge for Service.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (Con't)

- 2.3.3 The liability of the Company for gross negligence arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the provision of Service(s) shall not exceed the higher of the adjustments described in Section 2.3.1 or 2.3.2 of this Tariff, whichever is applicable, and the sum of \$1,000.
- 2.3.4 The liability of the Company for wilful misconduct occurring in the provision of Service(s) shall not exceed the higher of the adjustments described in Sections 2.3.1, or 2.3.2, which is applicable, and the sum of \$1,000.
- 2.3.5 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered by the Company for the call or Service giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. If the Customer is not satisfied with the Company's resolution of any dispute, the Customer may make application to the Commission for review and disposition of the matter. The Commission's address and telephone number are South Dakota Public Utilities Commission, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070, 605-773-3201 or 1-800-332-1782.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (Con't)

- 2.3.6 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of the Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from, or are caused by, the use of facilities or equipment of the Customer or related parties, will not result in the imposition of any liability whatsoever upon the Company. The Customer will pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof. In addition, a portion or all of the Service may be provided over facilities of third parties. The Company will not be liable to the Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties. The Company's liability, if any, with regard to the delayed installation of facilities or commencement of Service will not exceed \$1,000.
- 2.3.7 With respect to Service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.
- 2.3.8 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.
- 2.3.9 Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for any damages, including but not limited to direct, indirect, actual, consequential, special, or punitive damages, or lost profits.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (Con't)

- 2.3.10 The Company will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:
- (A) Unavoidable interruption in the working of transmission facilities; or
 - (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
 - (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
 - (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, supplier failures, shortages, breaches or delays, or other labor difficulties; or
 - (E) The unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment; or
 - (F) Explosions, vandalism, cable cut or other similar occurrences; or
 - (G) Preemption of existing Services to restore Service(s) in compliance with the F.C.C.'s rules and regulations; or
 - (H) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's control.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (Con't)

- 2.3.11 The Company will use its best efforts to provide Services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide Service to its Customers; negligent or defective Services to Customers; equipment, computer, network, or electrical malfunctions of any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.
- 2.3.12 If the Company learns of actual or possible unauthorized, fraudulent, or unlawful use of any Company Services, the Company will make an effort to contact the Customer, but Service may be blocked without notice and without liability to the Company. Service may be suspended by the Company without incurring liability by Blocking all calls or by Blocking calls to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.
- 2.3.13 The Company does not undertake to transmit messages but furnishes the use of its Services to its Customers for telecommunications. The Company is not liable for the content of the Customer's messages.
- 2.3.14 The Company may rely on Third party vendors for the performance of certain services such as Dedicated Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company will act as agent for the Customer in obtaining such other services. Customer's liability for charges hereunder will not be reduced by untimely installation or non-operation of Customer-provided facilities and equipment.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (Con't)

2.3.15 The Company will not be liable for:

- (A) Any act or omission of any other company or companies furnishing a portion of the Service or furnishing facilities or equipment associated with such Service.
- (B) Damages caused by the fault or negligence or willful misconduct of the Customer or End User.
- (C) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's reasonable control.
- (D) Any direct, indirect, consequential, special, actual, or punitive damages, or for any lost revenues or profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder. Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for such damages or lost revenue or lost profits.
- (E) Any indirect, incidental, special or consequential damages, lost revenue or lost profits of any kind, even if Company is advised of the possibility of such consequences.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (Con't)

2.3.15 (Con't)

- (F) The use or abuse of any Service described herein by any party including, but not limited to, the Customer or End User. Use or abuse includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service, or device. Compensation for any injury the customer may suffer to the fault of third parties must be sought from such other parties. In the case of TFS, this applies to third parties who dial the Customer's TFS Number by mistake. Compensation for any injury the Customer may suffer due to the fault of third parties must be sought from such other parties.
- (G) Any action, such as Blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unauthorized, fraudulent, or unlawful use of its Service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.
- (H) The Company will not be liable for any claim where the Customer indemnifies the Company pursuant to Section 2.5 of this Tariff.

- 2.3.16 If someone other than the Customer (e.g., authorized or unauthorized) has use of the Service directly or indirectly through the Customer, then Customer agrees to forever indemnify and hold the Company and any affiliated or unaffiliated Third Party Vendor or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties.

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (Con't)

2.3.17 Where any claim arises out of the Company's performing SMS Resp Org Changes, or where any claim arises out of any and all failings by the Company in connection with the provision of TFS to the Customer, including where TFS is not made available on the date committed to the Customer, or cannot otherwise be made available after acceptance of the Customer's order, or is provided with a number or numbers other than the one(s) committed by the Company to the Customer, or the number or numbers are not included in TFS Directory Assistance or are included in an incorrect form, and any such failure or failures is due solely to the negligence of the Company, in such case the Company's liability, if any, shall be limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of such failure or failures, or (b) the sum of \$1,000.00. With respect to Resp Org Service and SMS Resp Org Changes, the Customer shall indemnify and hold the Company harmless against any third party claims arising out of the execution of changes requested by the Customer, including those changes made by an Toll Free Service subscriber. Where the Resp Org Service Customer is a Customer acting on behalf of an Toll Free Service subscriber, the Customer represents that it has the authority to act on the Toll Free Service subscriber's behalf in choosing a Resp Org and otherwise utilizing the Company's TFS.

2.3.18 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its Customers, affiliates, agents, contractors, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of local access providers' labor and materials. In addition, all or a portion of Service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties.

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (Con't)

- 2.3.19 In the event parties other than Customer (e.g., Customer's customers) shall have use of Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold the Company and any affiliated or unaffiliated third-party provider or operator of facilities employed in provision of Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties.
- 2.3.20 The Company shall not refund overpayments by a Customer unless the claim for such overpayment, together with appropriate evidence is submitted within two years of the date of the alleged overpayment.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service(s)

- 2.4.1 Services offered herein may be used for any lawful purpose, including business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth herein. The Customer shall not use nor permit others to use Service in a manner that could interfere with Services provided to others or that could harm the facilities of the DUC or others.
- 2.4.2 Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
- (A) One joint user or Authorized User must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all joint users or Authorized Users in the Application for Service. Service orders which involve the start, rearrangement, or discontinuance of joint use or authorized use Service shall be accepted by the Company only from that Customer and shall be subject to all regulations of this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (Con't)

2.4.2 (Con't)

(B) All charges for Service shall be computed as if Service were to be billed to one Customer. The joint user or Authorized User which has been designated as the Customer shall be billed for all components of Service and shall be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User shall be liable to the Company for all charges incurred as a result of its use of Service. Each joint or Authorized User must submit to the designated Customer a letter accepting contingent liability for its portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or Authorized User understands that the Company shall receive a copy of the guaranty from the designated Customer. The designated Customer shall be responsible for allocating charges to each joint user or Authorized User.

2.4.3 In addition to the other provisions in this Tariff, Customers reselling Services shall be responsible for all interaction and interface with their own subscribers or Customers. The provision of Service shall not create a partnership or joint venture between the Company and the Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (Con't)

- 2.4.4 Service furnished by the Company shall not be used for any unlawful or fraudulent purposes as defined herein. Joint use is a Service/billing allocation arrangement and not a resale arrangement. Neither the Customer nor any joint user nor any third party engaged by either of them in connection with a joint use agreement or arrangement may mark up Service or otherwise profit from the joint use agreement or arrangement.
- 2.4.5 A Customer of TFS(s) shall provide not less than ten (10) business days' notice prior to implementation of special advertising or other new promotions likely to stimulate usage. Company reserves the right to request traffic data which dependent on the forecast may delay Service due to the addition of facilities.
- 2.4.6 If a Customer of TFS(s) is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend Service temporarily and/or deny requests for additional Service. The Company shall give the Customer five (5) days' written notice of intent to suspend or deny Service due to such non-compliance.
- 2.4.7 Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or Toll Free Number issued by the Company to its Customers.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (Con't)

- 2.4.8 If within ninety (90) days of activation, a Customer's Toll Free Number is not used actually and substantially, the Company reserves the right to recover 800/888 service, upon written notice, and/or make the Toll Free Number unavailable for use. Test calling does not constitute use.
- 2.4.9 The Company reserves the right to require Customer(s) requesting TFS to supply the following information when requesting Service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new traffic forecast shall be submitted quarterly after Service is initiated.
- 2.4.10 Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of such Service. The Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff. If the Customer uses 1010XXX or other carrier access codes once the Customer's account has been canceled by the Company, the Customer is a customer of the DUC not the Company. The Company does not permit casual calling.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (Con't)

- 2.4.11 The Customer shall be billed directly by the LEC or CAP or any other authorized access provider for the Dedicated Access arrangements selected by the Customer for the provisioning of certain Switched Services. At the Customer's request, the Company may act as agent in the ordering of such arrangements. In instances where the Company orders such arrangements as an agent for the Customer, if the Local Access Provider bills the Company rather than the Customer, the Company shall assess the Customer a coordination fee.
- 2.4.12 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access the Company's Service.
- 2.4.13 The Company does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 The Company shall be indemnified and held harmless by the Customer against:

- claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information, or other content transmitted by the Company;
- violation of any other literary, intellectual, artistic, dramatic, or musical right;
- violations of the right to privacy;
- claims of patent infringement arising from combining or connecting Company's facilities or the facilities of the DUC with apparatus and systems of the Customer;
- all lost or stolen calling cards, except as described in Paragraph 2.6;
- any other rights whatsoever relating to or arising from message content or the transmission thereof;
- all other claims arising out of any act or omission of the Customer in connection with Service(s) provided by the Company.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (Con't)

- 2.5.2 The Customer shall be responsible for the payment of all charges for Services provided under this Tariff and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to Service(s) furnished under this Tariff unless specified otherwise herein. A Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered in order to be granted tax exempt status. Failure to provide the required documentation at the time Service is ordered shall result in all taxes as noted herein being levied by the Company on the Customer's Service and the Customer shall be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer shall be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. In the event taxes are erroneously paid, the Company is not liable for refunding any such payments to the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company shall result in termination of Service.
- 2.5.3 The Company shall not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the Call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (Con't)

- 2.5.4 The Company's failure to provide or maintain Service under this Tariff shall be excused by the Customer for all circumstances beyond the Company's reasonable control.
- 2.5.5 The Customer shall indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Section 2.3 and arising in connection with the provision of Service to the Customer, and shall protect and defend the Company from any suits or claims alleging such liability, and shall pay all expenses and satisfy all judgements which may be incurred by or rendered against the Company in connection therewith.
- 2.5.6 The Customer is responsible for payment for all long distance Calls originated at the Customer's number(s), terminated on the Customer's Toll Free Number, billed to the Customer's calling card, or Company issued authorization codes including cellular codes, accepted at the Customer's number, or incurred at the specific request of the Customer. The Customer is responsible for paying all Services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were used fraudulently.
- 2.5.7 The discontinuance of Service(s) by the Company pursuant to Sections 2.12 or 2.3.1 does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (Con't)

- 2.5.8 The Customer is responsible for taking all necessary legal steps for interconnecting the Customer-provided terminal equipment with the long distance network. The Customer shall ensure that the signals emitted into the network of the Company or DUC do not damage equipment, injure personnel, or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall comply with applicable LEC signal power limitations.
- 2.5.9 If as a result of inaccurate information provided by the Customer, circuits need to be moved, replaced, or redesigned, the Customer is responsible for the payment of all such charges. In the event the Company incurs costs and expenses caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.
- 2.5.10 The Customer shall be liable for:
- (A) Reimbursing the Company for all loss as a result of theft, fire, flood or other catastrophes of Company or DUC provided equipment or facilities on the Customer's Premises; and
 - (B) Reimbursing the Company for damages to facilities or equipment caused by the negligence or wilful acts of the Customer's officers, employees, agents, or contractors.

SECTION 2 - RULES AND REGULATIONS

2.6 Obligations of a Reseller

- 2.6.1 The terms and conditions of this Tariff, including but not limited to the obligations contained in Sections 2.5 and 2.6 of this Tariff apply to Customers that are Resellers. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company immediately and irrevocably terminating Service(s) without incurring any liability. Notification of termination of Service(s) may be done in person or in writing or in another expeditious manner selected by the Company.
- 2.6.2 In the event of non-payment by a Reseller's end user, the Company may be requested by the Reseller to block such end user's location because of non-payment of charges. The Reseller must certify that proper notice has been given to the premises owner/occupant at such location. Proper notice must meet state and federal rules for Blocking Service due to non-payment. The Reseller is responsible for all costs incurred to disconnect or block the location from Service(s).
- 2.6.3 Resellers shall be responsible for paying all taxes, surcharges, and fees based upon the taxing jurisdiction's rules and regulations.
- 2.6.4 In addition to the other provisions in this Tariff, Resellers shall be responsible for all interaction and interface with their own subscribers or customers. The provision of Service shall not create a partnership or joint venture between the Company and the Reseller nor result in a joint offering to third parties.

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2.6 Obligations of a Reseller (Con't)

- 2.6.5 Reseller is responsible for providing all billing, collection, and customer service functions for all of its locations, including resolving any unauthorized presubscription disputes.
- 2.6.6 Resellers shall be responsible for securing and maintaining all necessary state and federal certifications and tariffs for operating as a Reseller in all areas where Service(s) are provided. Further, the Reseller also assumes full responsibility for complying with the Communications Act of 1934, as amended, the Telecommunications Act of 1996; the rules, regulations, and decisions of the F.C.C., and the rules, regulations, and decisions set forth by the various state regulatory agencies.

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Service

2.7.1 Application for Service(s)

To obtain Service(s), the Company may require an application in the form of a completed Service Agreement, a Letter of Agency, or any other written documents as may be in effect from time to time. The applicant must also establish credit satisfactory to the Company as provided in Paragraph 2.7.2.

2.7.2 Establishment of Credit

(A) Applicant

Pursuant to 20:10:08:04 of the Administrative Rules of South Dakota, the Company will determine the credit standing of an Applicant for Service based on the information about the Applicant's prior telecommunications bill payment history if the Applicant has had Service before or based on toll charges reasonably traced to the Applicant but placed from the telephone of another if the Applicant has not had Service before. Such information shall be the major factor in decisions regarding satisfactory or unsatisfactory credit and deposit amounts. If an Applicant for Service has no telecommunications credit history, the Company may, with notice to the Applicant, determine the credit standing of the Applicant based on other information about the Applicant's other utility bill payments or credit history, including reports from consumer reporting agencies subject to the federal Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq (October 26, 1970). The Company may use employment information to verify names and past addresses of an Applicant.

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Service (Con't)

2.7.2 Establishment of Credit (Con't)

(B) Customer

If the conditions of Service(s) or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

(C) Satisfactory Credit

Satisfactory credit is defined as no disconnections for nonpayment in the most recent year of telecommunications service and fewer than three disconnection notices in the most recent year of service. No deposit will be required by a Company if an Applicant for Service or an existing Customer exhibits satisfactory credit as defined therein.

(D) Unsatisfactory Credit

Unsatisfactory credit is defined as one or more disconnections in the most recent year of telecommunications service or three or more disconnection notices in the most recent year of service.

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments

2.8.1 Customer Deposits

(A) General

Any Applicant whose credit is not acceptable to the Company as provided in Section 2.7 of this Tariff may be required to make a deposit to be held by Company as a guarantee of payment for Service provided under this Tariff

(B) Notice

Pursuant to §20:10:08:03 of the Administrative Rules of South Dakota, the Company will give notice at least fifteen (15) days before the day a deposit is required. The Company will inform each Customer of this rule at the inception of Service and in any disconnection notices to enable the Customer to avoid disconnection and payment of an additional deposit.

(C) Amount of Deposit

Pursuant to §20:10:08:05 of the Administrative Rules of South Dakota, the deposit for unsatisfactory credit will be no more than the estimated cost of service for two months. The estimate will be based on past telecommunications bill information and computed by multiplying the average monthly bill over the past twelve (12) months times two. If bills for at least twelve (12) months are not available, the Company may use the bills that are available. If a residential Applicant is unable to pay the full amount of the deposit, the Company shall accept payment of the deposit in installments over not more than three (3) months.

(D) Deposit Policy For Residential Applicants With No Past Service

Pursuant to 20:10:08:06 of the Administrative Rules of South Dakota, if an residential Applicant claims no past service, the Company has no information to dispute this claim, and the Company can establish through readily available

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments (Con't)

2.8.1 Customer Deposits (Con't)

(D) (Con't)

credit information that the residential Applicant is a high credit risk the Company may require a deposit based on the average cost of service for two months or \$130, whichever is less, payable in up to three monthly installments. The Company may require a \$25 deposit from an Residential Applicant with no past service if the Company cannot establish through available credit information any credit risk.

(E) Deposit If Residential Applicant Has Past Experience Without Liability

Pursuant to 20:10:08:07 of the Administrative Rules of South Dakota, in setting a deposit, the Company may consider the toll experience of a residential Applicant to whom toll expenses have been reasonably traced but who has not been liable. In this case, the Company may move from no deposit or the \$130 deposit as set forth in § 20:10:08:06 of the Administrative Rules of South Dakota to a charge that reasonably reflects two months' estimated billing calculated by the method described for the deposit for unsatisfactory credit in § 20:10:08:05 of the Administrative Rules of South Dakota.

(F) Deposit Receipt

Pursuant to 20:10:08:09 of the Administrative Rules of South Dakota, upon receiving a deposit, the Company will furnish the Applicant with a receipt of deposit.

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments (Con't)

2.8.1 Customer Deposits (Con't)

(G) Interest To Be Paid

Pursuant to 20:10:08:10 of the Administrative Rules of South Dakota, the Company will pay interest on a deposit at the rate of seven (7) percent per annum. Any change in the rate set by this rule shall affect only those deposits accepted after the change. Interest shall accrue from the day of acceptance of the deposit and shall be available annually upon demand of the subscriber. The Company will not pay interest on a deposit for the 90-day period following disconnection of Service, if during such period the utility has made a reasonable effort to refund the deposit. Thereafter, an unclaimed deposit plus accrued interest shall be credited to an appropriate account.

(H) Refund Upon Disconnection

Pursuant to 20:10:08:11 of the Administrative Rules of South Dakota, after disconnection of Service and receipt of the final payment, the Company will promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills for Service furnished by the utility.

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments

2.8.1 Customer Deposits

(I) Refund During Service

Pursuant to 20:10:08:12 of the Administrative Rules of South Dakota, when the Customer has paid bills for service for twelve (12) consecutive months without having Service disconnected for nonpayment and without receiving three (3) or more disconnection notices, the Company shall promptly and automatically refund the deposit plus accrued interest to the Customer in the form of a credit to the Customer's bill.

(J) Record Of Deposit

Pursuant to 20:10:08:13 of the Administrative Rules of South Dakota, the Company holding a deposit will keep a record of the deposit until the deposit is refunded. The record will show:

- (1) The name and current billing address of each depositor;
- (2) The amount and date of the deposit;
- (3) Each transaction concerning the deposit.

The Company will provide each depositor with such information upon termination of the depositor's Service.

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments (Con't)

2.8.2 Advance Payments

Customers and Applicants who, in the Company's judgment, present an undue risk of non-payment may be required at any time to provide the Company such other assurances of, or security for, the payment of the Company's charges for its Services as the Company may deem necessary, including, without limitation, advance payments for Service, third party guarantees of payment, pledges or other grants of security interests in the Customers' assets, and similar arrangements. The required advance payments or other security may be increased or decreased by the Company as it deems appropriate in the light of changing conditions. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors:

- (A) the Customer's or Applicant's payment history (if any) with the Company and its affiliates;
- (B) Customer's ability to demonstrate adequate ability to pay for the Service;
- (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available;
- (D) information relating to Customer's management, owners, and affiliates (if any); and
- (E) the Applicant's or Customer's actual long distance usage (for Data Services, the actual Data Service charges). The Company does not pay interest on advance payments.

SECTION 2 - RULES AND REGULATIONS

2.9 Rendering and Payment of Bills

2.9.1 General

The Company uses direct billing by the Company or an authorized billing agent. The billing period is a month. The Company uses cycle billing. Charges based on actual usage during a month shall be billed monthly in arrears. All fixed recurring and non-recurring charges for Services shall be billed monthly in advance. Bills are sent to the Customer's billing address as shown on their account monthly. The statement date will be no more than three (3) working days before the date of mailing of the bill by the Company. In the event the Company incurs fees or expenses in collecting, or attempting to collect, any charges owed the Company, the Customer shall be liable to the Company for the payment of all such fees and expenses reasonably incurred to the extent permitted by law.

2.9.2 Direct Billing By Company Or Authorized Billing Agent

Bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. Call detail is provided by the Company in many mediums such as magnetic tape, diskette, paper, etc. as selected by the Customer. The Customer's bill provided by an authorized billing agent may include the billing agent's service mark. Payment in full is due upon receipt but no later than the due date disclosed on the bill which is at least fifteen days from the invoice date. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check made payable as named on the bill and sent to the address as listed on the bill. Failure to remit payment by the due date which is at least fifteen days from the bill date shall result in a late charge as set forth in Section 2.8.5.

SECTION 2 - RULES AND REGULATIONS

2.9 Rendering and Payment of Bill (Con't)

2.9.3 Credit Card Billing

The Company, at its sole discretion, may permit Credit Card Billing with selected Services. With Credit Card billing, the charges for Services provided by the Company are billed on the Customer's designated and approved Credit Card bill. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company. Call detail shall not be included in the Credit Card bill. Call detail shall be provided by the Company in a separate mailing.

2.9.4 LEC Billing

For those Services that are billed through the local exchange company, the rules of the local exchange company with respect to rendering and payment of bill will apply in lieu of those set forth in this Section. With LEC billing, the Customer's charges for Service(s) are billed with the Customer's bill for local service. Call detail is included with the bill. If LEC billing is utilized, the rules and regulations applying to rendering and payment of the bill and late charges are the same as covered in the applicable LEC tariff. The Company will make every effort to post any credit due to the Customer account(s) on the Customer's next LEC bill. However, based on the date of the resolution of a dispute and the date credits must be provided to the LEC, it may be two or more billing cycles before a credit will be issued.

SECTION 2 - RULES AND REGULATIONS

2.9 Rendering and Payment of Bill (Con't)

2.9.5 Late Charge

If a Customer's bill is not paid by the due date on the bill, the Company may impose a late charge of 1.5% per month on the delinquent amount. If LEC billing is utilized, the rules and regulations applying to late charges are the same as covered in the applicable LEC tariff.

2.9.6 Disputes with respect to charges must be received by the Company in writing within sixty (60) days from the date shown as the bill date of the invoice or such invoice will be deemed to be correct and binding on the Customer. Written responses must be sent to the Company's customer service organization as per Paragraph 2.10.

2.9.7 In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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2.10 Customer Service

2.10.1 General

Customer Service may be contacted in writing at 47 East Chicago Ave., Suite 328, Naperville, IL 60560. To reach Customer Service via telephone, Customers call a toll-free number. Service Representatives work Monday through Friday, excluding holidays, from 8:00 AM to 5:00 PM central time. After hours, calls are answered by an answering service. If the call is not an emergency, the Customer will be called back the next business day. If the call is an emergency, Company employees are available on a standby basis to assist a Customer with a service difficulty.

2.10.2 Billing Inquiries

Billing inquiries may be referred to the Company's Customer Service organization as indicated in paragraph 2.10.1 above. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter. The Commission's address and telephone number are South Dakota Public Utilities Commission, 500 East Capitol Avenue, Pierre, SD 57501-5070, 605-773-3201 or 1-800-332-1782.

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2.10 Customer Service (Con't)

2.10.3 Service Difficulties

Service difficulties may be referred to the Company's Customer Service organization, as indicated in paragraph 2.10.1 above.

2.10.4 Disputes

The Company will not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. Such notice must be sent to the Company's Customer Service Department as per Section 2.10 of this Tariff. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter. The Commission's address and telephone number are South Dakota Public Utilities Commission, 500 East Capitol Avenue, Pierre, SD 57501-5070, 605-773-3201 or 1-800-332-1782.

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2.11 Cancellation By Customer

2.11.1 General

A Customer may cancel Service(s) by giving five (5) days oral or written notice to the Company. Such notice should be addressed to the Company's Customer Service organization at the address specified in Paragraph 2.11.1.

2.11.2 Customer With Switched Access

The Customer's Service(s) are canceled when the LEC changes the PIC code or when the DUC or CAP cancels the Service(s), as authorized by the Customer.

2.11.3 LEC Billing

For those Services that are billed through the local exchange company, the rules of the local exchange company with respect to cancellation of Service by Customer will apply in lieu of those set forth in this Section.

SECTION 2 - RULES AND REGULATIONS

2.12 Cancellation of Service By Company

- 2.12.1 Pursuant to §20:10:10:03 and §20:10:10:04 of the Administrative Rules of South Dakota, the Company may terminate Service to the Customer upon five (5) days' verbal or written notice to the Customer for any condition listed in Section 2.2.6 of this Tariff. If the Company delivers the notice to the Customer's Premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known billing address and mailed first class or express overnight delivery. The selection of the method of delivery of the notice is made by the Company.
- 2.12.2 The termination of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.
- 2.12.3 *Service will not be disconnected on any Saturday, Sunday, or legal holiday or at any other time that the Company's offices are not open to the public.*
- 2.12.4 LEC Billing

For those Services that are billed through the local exchange company, the rules of the local exchange company with respect to termination of Service will apply in lieu of those set forth in this Section.

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2.13 Installation and Connection Charges

All Company services are interstate services with the Customer having the option of using the service to place intrastate calls. The Company does not charge an installation, connection, or monthly service charge for the intrastate portion of the service.

2.14 Timing of Calls

Calls are timed by the switch used to route the Customer's long distance traffic. Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station "hangs up". If the called station "hangs up" but the calling station does not, chargeable time ends when the connection is released by the automatic timing equipment. Answer supervision is utilized where available. When answer supervision is not available from the LEC end office, software answer supervision is utilized.

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SECTION 2 - RULES AND REGULATIONS

2.15 Taxes

In addition to the charges specifically pertaining to Services, certain federal, state, and local surcharges, taxes, gross receipts, and fees shall be applied to these Services. These taxes, surcharges, and fees are calculated based upon the amount billed to the end user for Service(s). All state and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.

A Customer claiming tax exempt status must provide the Company with copies of all tax Exemption Certificates and documents required by the Company at the time Service is ordered in order to be granted tax exempt status. Failure to provide the required documentation at the time Service is ordered shall result in all taxes as noted herein being levied by the Company on the Customer's Service and the Customer shall be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer shall be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. In the event taxes are erroneously paid, the Company is not liable for refunding any such payments to the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company shall result in termination of Service.

SECTION 2 - RULES AND REGULATIONS

2.16 Transfer or Assignment

The Company's intrastate Service(s) may not be transferred or assigned to a new Customer unless the new Customer's credit is approved. After obtaining the Company's written consent, the Customer of record may assign or transfer the use of Service where there is no interruption or physical relocation. All terms and provisions contained in this Tariff shall apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:

- The Customer of record (assignor Customer) requests such assignment or transfer in writing at least forty-five (45) days prior to the effective date of any requested assignment or transfer; and
- Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of notification; and
- New Customer's (assignee Customer) credit is approved by the Company; and
- The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of the Company's Services. These obligations include all outstanding indebtedness for the use of the Company's Service. Consent to such assignment or transfer shall not be unreasonably withheld.

Any permitted assignment or transfer of Company' Service shall not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

SECTION 2 - RULES AND REGULATIONS

2.17 Toll Free Services

2.17.1 General

If any of the rules and regulations contained in Section 2 of this Tariff, conflict with the rules and regulations contained in Section 2.17 of this Tariff, the rules and regulations contained in Section 2.17 of this Tariff will apply.

2.17.2 Limitations on Service

- (A) TFS is furnished upon the condition that the Customer contracts for adequate facilities to permit the use of this Service without injurious effect upon the Company or any service rendered by third party vendors on behalf of the Company.
- (B) The availability of TFS Numbers from the Company is limited by the Company's ability to obtain TFS Numbers requested by the Customer from the national SMS database.
- (C) Ownership and Brokering of Numbers

Toll Free Numbers are incidental to the Toll Free Service(s) with which they are associated and, as such, may not be sold, transferred or otherwise conveyed independent of Toll Free transmission Services. The assignment of a Toll Free Number for use with company-provided Toll Free transmission Service confers on the Customer no proprietary interest whatsoever in the number assigned. It shall be a violation of this Tariff if the Customer seeks to acquire, or does acquire, any Toll Free Number

SECTION 2 - RULES AND REGULATIONS

2.17 Toll Free Services (Con't)

2.17.2 Limitations on Service (Con't)

(C) Ownership and Brokering of Numbers (Con't)

associated with Toll Free Service provided by the company for the primary purpose of selling, brokering, bartering or releasing for a fee (or other consideration) to another party that Toll Free Number, independent of the Company's Service with which it is associated.

In any instance in which the company learns that a Customer or prospective Customer is attempting to sell or otherwise transfer or assign a Toll Free Number to another person, in violation of this tariff, the Company may immediately and without notice release the number from reserved status, or it may immediately upon written notice to the Customer discontinue the furnishing of Service via the number, whichever course of action is appropriate.

2.17.3 Limitations on Liability

- (A) If a Customer's TFS Number is not used by callers other than for test calls to reach the Customer or Customer's designee within ninety (90) days of activation of the TFS Number, the Company may, upon written notice, release the TFS Number without liability. Test calling does not constitute use.

SECTION 2 - RULES AND REGULATIONS

2.17 Toll Free Services (Con't)

2.17.3 Limitations on Liability (Con't)

- (B) If a TFS Customer is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend Service temporarily and/or deny requests for additional Service without liability. The Company will give the Customer ten (10) calendar days' written notice via certified U.S. Mail of intent to suspend or deny Service due to such non-compliance.
- (C) The Company may terminate or refuse to furnish TFS to any Applicant or Customer, without incurring any liability, if the use of the Service would interfere with or impair any Service offered by the Company.
- (D) When the failures listed below are due solely to the negligence of the Company, the Company's liability, if any, will be limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of such failure or failures or (b) the sum of \$1,000.00.
- (E) any claim arising out of any and all failings by the Company in connection with the provision of TFS to the Customer, including but not limited to:
 - .1 TFS is not made available on the date committed to the Customer or cannot otherwise be made available after acceptance of the Customer's order; or
 - .2 TFS is provided with a number or numbers other than the one(s) committed by the Company to the Customer; or

SECTION 2 - RULES AND REGULATIONS

2.17 Toll Free Services (Con't)

2.17.3 Limitations on Liability (Con't)

(E) (Con't)

- .3 TFS is provided with a number or numbers that are not included in toll free Directory Assistance database or are included in an incorrect form.

2.17.4 Use of Service

- (A) Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or TFS Number issued by the Company to its Customers.

2.17.5 Obligations of the Customer

- (A) The Company reserves the right to require Customer(s) requesting TFS to supply the following information when requesting Service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new traffic forecast may be required quarterly after Service is initiated.
- (B) A TFS Customer will provide not less than ten (10) business days' notice prior to implementation of special advertising or other new promotions likely to stimulate usage. The Company reserves the right to request traffic data, which depending on the forecast, may delay Service due to the addition of facilities.

SECTION 2 - RULES AND REGULATIONS

2.17 Toll Free Services (Con't)

2.17.5 Obligations of the Customer (Con't)

- (C) With respect to any Resp Org service or SMS Resp Org changes the Company provides to the TFS Customer, the Customer will indemnify and hold the Company harmless against any third party claims arising out of the execution of changes requested by the Customer.

2.17.6 Reservation of Number(s) for Toll Free Service

- (A) The Company will accept a prospective TFS Customer's request for a particular TFS Number and will reserve such number on a first come, first serve basis. A TFS Number so requested, if found to be available, will be reserved for and furnished to the eligible Customer, providing the Customer
 - .1 subscribes to Toll Free Service within forty-five (45) days of the reservation of said number; and
 - .2 provides acceptable credit information; and
 - .3 uses the Service within an additional ninety (90) day period.
- (B) If a Customer who has received a toll free number does not subscribe to and use the Service within the ninety (90) day period specified above, the Company reserves the right to make the number available for use by another Customer in accordance with the terms in this section.

SECTION 2 - RULES AND REGULATIONS

2.17 Toll Free Services (Con't)

2.17.6 Reservation of Number(s) for Toll Free Service (Con't)

- (C) If a TFS Number is changed by the Company for conditions beyond its reasonable control, nothing in any provision of this Tariff or in any marketing materials issued by the Company or in any agreement between the Customer and the Company shall give any Customer, Applicant, assignee or transferees any ownership interest or proprietary right in any given TFS Number. An Applicant includes a prospective customer who has reserved a toll free telephone number hereunder.

- (D) A Customer who sells an ongoing operating business for which a TFS Number has been in use may transfer the right to continue to use the TFS Number(s) as long as (1) the Company is able to transfer such number under the Company's servicing agreement with vendors who provide a portion of the Service the Company offers to its Customer and (2) the transferee establishes credit pursuant to this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.17 Toll Free Services (Con't)

2.17.7 Release By the Company of Customer's TFS Number(s) for Porting to Other Carriers

- (A) A Customer may request that the Company release its TFS Number(s) so that another long distance service provider may provide toll free service to a Customer. The Company will release a Customer's TFS Number(s) only upon the following occurrences:
- .1 there are no outstanding unpaid, unresolved or disputed payments or any other payments or indebtedness due and payable to the Company by the Customer or its successors or assignees relative to any communications service(s) or Services(s) provided by the Company; and
 - .2 there are no unsatisfied liens or claims for property against which payment for such communications service(s) or Service(s) have been guaranteed or otherwise collateralized.
- (B) The Company reserves the right to withhold its authorization of such transfer of such Customer's TFS Number(s) until the Customer's indebtedness is resolved to the satisfaction of the terms and conditions of this Tariff and any agreement(s) between the Customer and the Company.

Uni-Tel Communications Group, Inc.
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2.17 Toll Free Services (Cont)

2.17.7 Release By the Company of Customer's TFS Number(s) for Porting to Other Carriers (Cont)

- (C) The failure of the Customer to fulfill the terms and conditions of any agreement with the Company or the attempt to process a change of long distance service provider for the Customer's TFS Number(s) prior to the completion of a contract's terms and conditions (and/or before all payments and indebtedness have been paid or satisfied) shall cause the ownership of the TFS Number(s) to revert from the Customer to the Company, whereupon such Customer shall no longer possess the right to transfer such TFS Number(s) to any other long distance service provider and whereupon the Company shall have the right to reissue said number(s) at its sole discretion to any other party.
- (D) At the discretion of the Company, a canceled TFS Number may be reestablished for the same Customer within four (4) months and, therefore, it cannot be selected by another Customer during that four (4) month period. After four (4) months, the TFS Number is returned to the pool where it can be selected by another customer under any Resp Org.

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2.17 Toll Free Services (Con't)

2.17.8 Minimum Service Period

For Customers subscribing to TFS, the minimum Service period is one month.

2.17.9 Termination of TFS By Company

If Service is terminated by the Company for violation of this Tariff, the national SMS/800 data base allows the Company to retain control of all TFS Numbers disconnected for up to a 4-month period. During the four-month period, the Company shall refuse to transfer the number to any other Customer, shall refuse to reconnect the number for the previous Customer, shall refuse to honor transfer of service arrangements between the disconnected Customer and any third party, and shall refuse to honor any change of Resp Org forms from the disconnected Customer. At the end of the four-month period, the Company shall return control of the Toll Free Number to the NASC to be made available on a first-come, first-served basis pursuant to existing industry practices. If the Customer rectifies the violation to the satisfaction of the Company, the Company may, in its sole discretion, return the number to the control of the Customer.

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2.18 Mileage Measurements

Each rate center or POP has a unique set of assigned vertical and horizontal (V&H) coordinates which are used by the DUC for calculating mileage. Calculation of mileage is in accordance with the V&H coordinate system.

The distance is measured using the V&H coordinates associated with either the rate centers of the originating and terminating stations or the V&H coordinates associated with the originating and terminating POP of the DUC. The type of access determines which V&H coordinates are used.

If a call is originated or terminated via switched access, the distance is measured using the V&H coordinates associated with the rate centers of the originating or terminating station. The rate for a call between access lines associated with stations that use the same central office is the rate for zero miles.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal (V&H) coordinates associated with the rate centers involved.

FORMULA:

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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2.19 Determining Rate In Effect

2.19.1 General

For outbound Service(s) that are time-of-day sensitive, the time-of-day at the central office or POP associated with the calling station determines the rate in effect. For inbound Service(s) that are time-of-day sensitive, the time-of-day at the central office or POP associated with the called station determines the rate in effect. Time of day shall be determined in accordance with Paragraph 2.17.

2.19.2 Calls Originating Via Switched Access

When a unit of time is split between two rate periods, each rate period applies to the portion of the call that occurred during that rate period.

2.20 Application of Charges

Usage charges apply to all completed calls. The usage charges for each completed call during a billing month will be computed. If the charge includes a fraction of a cent \$0.005 and greater, the fraction is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent.

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2.21 Interruption of Service(s)

2.21.1 General

It shall be the obligation of the Customer to notify the Company of any interruption in Service(s) for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the interruption is not being caused by any action or omission by the Customer within the Customer's control, or is not in wiring or equipment, if any, furnished by the Customer.

2.21.2 Usage Sensitive Service(s)

Credit allowances for the interruption of Service(s) are subject to the general liability provisions set forth in Paragraph 2.3 preceding.

2.21.3 Recurring Charges

No credit for monthly recurring charges shall be issued.

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2.22 Restoration of Service(s)

The use and restoration of Service(s) in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.23 Notices

Any notices provided by Company pursuant to this Tariff are deemed given and effective upon the earlier of (a) actual receipt by Customer or (b) three days after mailing if sent by mail, the day after express overnight delivery or delivery by electronic means, or the day the notice is left at the Customer's Premises.

2.24 Complaint Procedure

If any complaint cannot be promptly resolved, the Company shall contact the Customer within five (5) business days and at least once every fourteen (14) calendar days thereafter, and advise the customer regarding the status of its investigation until:

- the complaint is mutually resolved; or
- the Company advises the Customer of the results of its investigation and final disposition of the matter; or
- the Customer files a written complaint with the Public Utilities Commission or the courts.

The record of the complaint shall show the name and address of the Customer, the date and nature of the complaint, and its disposition and date thereof.

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2.25 Lost Or Stolen Calling Cards Or PIN Or Authorization Codes

Upon knowledge of facts which would alert a reasonable person to the possibility of unauthorized use of the Customer's calling card, PIN, or Company issued authorization codes including cellular codes, the Customer shall alert and give notice to the Company of such facts. Upon receipt of notice, the Company shall deactivate the PIN associated with the card or Service. If requested by the Customer and at the discretion of the Company, a new calling card and/or PIN may be issued to the Customer. The Customer shall be excused from liability only with respect to unauthorized calls placed after receipt of such notice by the Company as set forth in Section 2.8.

2.26 Special Promotions

From time-to-time, the Company may offer special promotions to its Customers waiving certain charges, offering Service(s) at special rates, and/or offering promotional discounts. Promotional discounts include but are not limited to reduced monthly rates or charges for an existing Service, incentive subscription bonuses, free Service periods, full or partial waivers of installation charges or optional feature charges, full or partial waivers of PIC charges, or any combination thereof. Terms and conditions of promotions may be limited to certain dates, times, market segments, and/or locations. The Company may engage in national and/or intrastate special promotional offerings or trial Service offerings designed to attract new customers, retain existing customers, win back former customers, or stimulate customer usage. The terms of national promotional offerings are set forth in the applicable interstate tariffs governing such programs. To the extent these programs may extend to intrastate Services, the terms of these national offerings are incorporated by reference herein. The Company may require an advance payment as a condition of a promotional offering. Promotional offerings will be filed with the Commission prior to the effective date of the promotion consistent with the rules of the Commission.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 General

All Service(s) are interstate offerings with the Customer having the option of using Service(s) to place international and intrastate Calls. Intrastate Service(s) are only available if the Customer subscribes to the Company's companion interstate Service(s). All Switched Access Service(s) are available only in equal access serving area. The Company determines how the Service is provisioned and selects the DUC.

The selection of the Service will be determined by the Company based on the type of access the Applicant utilizes to reach the long distance network of the Underlying Carrier and the Applicant's average intrastate, interstate, and international usage for the past three months. It is the Applicant's responsibility to furnish the Company copies of their prior months long distance telephone bills for use in making this determination.

3.2 Uni-Tel 1 Plus

Uni-Tel 1 Plus is an outbound only, long distance pricing plan for Residential Customers and Business Customers using Switched Access to reach the long distance network of the DUC. All Calls are billed in one minute increments subject to a minimum connect time of one minute. All calls are rounded up to the next highest minute.

3.3 Toll Free Service

Toll Free Service permits Calls to a Customer's Premises in one location from diverse geographical locations utilizing Switched Access Lines at the Customer's Premises. The Customer, rather than the Calling Party, is billed for each Call. TFS includes a TFAN that can be selected by the Customer or randomly generated by the SMS/800 database. The Company selects the Resp Org. All Calls are billed in one minute increments subject to a minimum connect time of one minute. All calls are rounded up to the next highest minute.

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SECTION 3 - DESCRIPTION OF SERVICES

3.4 Calling Card Services

Calling Card Service allows the Customer or end user to bill a call to their primary Service location when the caller is away from their established Service location. Customers access the network from anywhere in the United States or Extended Area by dialing a universal Toll Free number plus a calling card code and the called telephone number. Calling card Services are available to Customers that subscribe to any of the Company's other interstate Services. All Calls are billed in one minute increments subject to a minimum connect time of one minute. All calls are rounded up to the next highest minute.

3.5 Directory Assistance

Intrastate Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party for a call which is outside of the calling party's local calling area but within the calling party's state. Calls for directory assistance within the calling party's local calling area are routed to and handled by the LEC. Intrastate directory assistance is available if the Customer subscribes to any outbound Service(s). The Directory Assistance charge applies whether or not the directory assistance bureau furnished the requested telephone number(s) (e.g., where the requested telephone number is unlisted, non-published or no record can be found).

SECTION 4 - RATES AND CHARGES

4.1 Uni-Tel 1 Plus

Rate Per Minute or Fraction Thereof
\$0.165

4.2 Toll Free Service

Rate Per Minute or Fraction Thereof
\$0.165

4.3 Calling Card Service

Rate Per Minute or Fraction Thereof
\$0.14

4.4 Directory Assistance

The rate is \$0.95 per call.

START

OF

RETAKE

Uni-Tel Communications Group, Inc.
John Gustaitis, President
47 East Chicago Avenue, Suite 328
Naperville, IL 60560

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SECTION 4 - RATES AND CHARGES

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Rate Per Minute or Fraction Thereof
\$0.165

4.2 Toll Free Service

Rate Per Minute or Fraction Thereof
\$0.165

4.3 Calling Card Service

Rate Per Minute or Fraction Thereof
\$0.14

4.4 Directory Assistance

The rate is \$0.95 per call.

END

OF

RETAKE

Uni-Tel Communications Group, Inc.
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SECTION 4 - RATES AND CHARGES

4.5 Miscellaneous Charges

4.5.1 Returned Check Charge

If a Customer's check is returned by the bank or by the institution on which the check is written, the Company may charge the Customer a return check charge. The amount of the return check charge is \$25.00.

4.5.2 Payphone Use Charge

An undiscountable \$0.35 per call charge is applicable to calls that originate from any domestic payphone used to access Services as follows. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with Service, applies for the use of the instrument used to access Service and is unrelated to the Service accessed from the payphone.

4.5.3 Miscellaneous Charges

If an entity other than the Company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges shall be passed through to the Customer also. The Customer is responsible for the payment of all such charges.

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70-2331/719
0553634007

3088

DATE 7/28/00

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION
PAY TO THE ORDER OF \$ 250.00

Two hundred + FIFTY + 00/100 DOLLARS

OAK BROOK
BANK
OAK BROOK, ILLINOIS 60523

MEMO

0719233100 0553634007 3088

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of August 3, 2000 through August 9, 2000

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

CT00-094 In the Matter of the Complaint filed by Todd Huntimer on behalf of Global Polymer Industries, Inc., Arlington, South Dakota, against EqualNet Corporation Regarding Unauthorized Switching of Services.

The complainant alleges that EqualNet Corporation (EqualNet) switched his long distance services without authorization in September, 1999. Complainant further alleges that he attempted to cancel EqualNet services in February, 2000, to no avail. Complainant is requesting that EqualNet be required to credit the charges for the calls as EqualNet had earlier promised it would do; to reimburse him for the amount paid them for the previous re-rate, the amount of \$70.27; and to compensate him for the time taken to resolve the matter or any other remedy allowable by law so EqualNet discontinues this practice.

Staff Analyst: Charlene Lund
Staff Attorney: Karen Cremer
Date Docketed: 08/08/00
Intervention Deadline: N/A

CT00-095 In the Matter of the Complaint filed by Charlotte L. Hansen, Rapid City, South Dakota, against Sprint Communications Company L.P. and Qwest Corporation Regarding Unauthorized Switching of Services.

Complainant alleges that on May 19, 2000, she set up new service and temporarily chose Sprint as her long distance carrier. The next day, May 20, 2000, she changed her carrier to AT&T. Sprint sent Complainant a phone card and Complainant called Sprint to ask why they sent it to her. She states that Sprint insisted she was a customer despite her local company's indication that she had been an AT&T customer since May 22, 2000. Complainant is asking the Commission to require Sprint to re-rate her charges consistent with her AT&T plan and to reimburse her for the additional charges billed by Sprint.

Staff Analyst: Leny Healy
Staff Attorney: Karen Cremer
Date Docketed: 08/08/00
Intervention Deadline: N/A

ELECTRIC

EL00-022 In the Matter of the Filing by MidAmerican Energy Company for Approval of Tariff Revisions.

MidAmerican Energy filed an application for approval of a revision to its South Dakota Public Utilities Commission Electric Tariff No. 1, Section No. 6, characterized as 3rd Revised Sheet No. 2. The revision proposes to update the back of its standard bill form, Sheet No. 2. MidAmerican proposes an effective date of September 12, 2000.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Docketed: 08/08/00
Intervention Deadline: 08/25/00

TELECOMMUNICATIONS

TC00-118 In the Matter of the Application of Uni-Tel Communications Group, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

Uni-Tel Communications Group, Inc. is seeking a Certificate of Authority to provide interexchange telecommunication services in South Dakota. The applicant intends to provide outbound and inbound telecommunication services, directory assistance services and calling card services through resale.

Staff Analyst: Keith Senger
Date Docketed: 08/03/00
Intervention Deadline: 8/25/00

TC00-119 In the Matter of the Filing for Approval of a Third Amendment to the Interconnection Agreement between McLeodUSA Telecommunications Services, Inc. and Qwest Corporation (Formerly U S WEST Communications, Inc.)

A third amendment to the interconnection agreement between McLeodUSA Telecommunications Services, Inc. and Qwest Corporation (formerly U S WEST Communications, Inc.) has been filed with the Commission. The Commission approved the original interconnection agreement between the two providers in Docket TC99-057. The Third Amendment will add terms, conditions and rates for Load Coils/Bridge Taps and DSS Capable Loop to the original agreement. Any party wishing to comment on the third amendment may do so by filing written comments with the Commission and the parties to the amendment no later than August 28, 2000. Parties to the amendment may file written responses to the comments no later than twenty days after the service of the comments.

Staff Attorney: Karen Cremer
Date Docketed: 08/08/00
Intervention Deadline: 08/25/00

TC00-120 In the Matter of the Application of Telcorp, Ltd. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

Telcorp, Ltd. is seeking a Certificate of Authority to provide interexchange telecommunication services in South Dakota. The applicant is a switch-based reseller who intends to offer 1+ and 101XXXX outbound dialing, toll-free inbound dialing and travel card/calling card services.

Staff Analyst: Heather Forney
Date Docketed: 08/09/2000
Intervention Deadline: 08/25/00

TC00-121 In the Matter of the Application of Essex Communications, Inc. d/b/a eLEC Communications for a Certificate of Authority to Provide Telecommunications Services, Including Local Exchange Services, in South Dakota.

Essex Communications, Inc. d/b/a eLEC Communications is seeking a Certificate of Authority to provide interexchange and local exchange telecommunication services in South Dakota. The applicant intends to provide inbound and outbound resold long distance telecommunication services as well as facilities-based local exchanges services to residential and business customers in South Dakota.

Staff Analyst: Keith Senger
Date Docketed: 08/09/2000
Intervention Deadline: 08/25/00

Notice of Agreement Between State Commissions and Qwest Communications To Conduct Collaborative Workshops to develop a Post-271 Entry Performance Assurance Plan and Notice of Opportunity to Participate.

See Attachment

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

Date: August 8, 2000

TO: Interested Persons

SUBJECT: Notice of Agreement Between State Commissions and Qwest Communications To Conduct Collaborative Workshops to develop a Post-271 Entry Performance Assurance Plan and Notice of Opportunity to Participate.

In response to a request from ROC Chairman Ed Garvey and OSS Executive Committee Chairman Bob Rowe, the state commissions of 11 of the 14 states served by Qwest, formerly U S WEST Communications, Inc., agreed to participate in collaborative workshops to develop a Post 271 entry Performance Assurance Plan. In filings with most of the 14 States it serves, Qwest asked each state to consider the use of workshops or other collaborative processes for the consideration of at least some of the issues involved in the Company's current and future Section 271 filings. Qwest referenced the ROC 13 state regional testing of its Operational Support Systems (ROC OSS test), and indicated a desire to use regional or cooperative approaches in the consideration of some of the 14 point checklist items not addressed in the ROC OSS test.

An important aspect of 271 approval is the development of anti-backsliding incentives, or a post-271 performance plan. Such a plan developed in a multi-state forum would incorporate the performance measures already being developed in Qwest OSS testing efforts and would be designed to ensure the local market remains fully and irreversibly open after 271 approval has been granted. Furthermore, support for a regional post-271 performance plan effort has come from participants in the ROC OSS testing effort, due in part to the success that effort is currently having.

In its order approving Bell Atlantic's 271 application in New York, as well as its orders denying previous applications, the FCC has clearly indicated that a successful 271 application must have mechanisms in place to ensure that the efforts the RBOC has taken to open up the market are maintained after 271 approval. To date, the mechanism used in states reviewing 271 compliance has been performance assurance plans, or anti-backsliding plans. Such plans include performance requirements in a number of operational areas, including detailed descriptions of how such requirements are measured. They also identify the self-enforcing penalties to be imposed upon the company should it fail to meet the performance requirements.

Most, if not all, of the performance measurements that would be included in any post-271 performance plan duplicate those being developed in the ROC OSS test, which will provide a short-term snapshot view of the company's performance. The post-271 performance plan will address ongoing performance, and whether the short-term performance demonstrated through the OSS tests is being maintained. In addition, regional collaboration on backsliding issues should foster many of the same benefits as the ROC OSS test including more uniform service standards within the Qwest region, more efficient use of state and industry staff resources, and increased cooperation among the various parties.

Qwest has agreed to pay for new contracts between participating ROC states and the consultants currently working on the ROC OSS test, MTG and NRRI, to conduct a multi-state process to develop a post-271 performance plan. These efforts would run in parallel to the OSS tests, but would be kept as separate work efforts, due to the different natures of the final products.

A process similar to that used by the OSS testing collaborative is proposed for establishing the post-271 performance plan. Drafting will begin with the identification of high level principles and work towards a detailed document that could be endorsed by the parties to the collaboration. Parties are encouraged to participate through open meetings, conference calls, and written comments. An aggressive but manageable timetable created with the assistance of the collaborative would govern the work. Finalization and implementation of the performance measures used in the ROC OSS test are nearing completion, and auditing of these measures in the ROC process has begun. The second effort, on performance assurance will begin this fall, with preliminary conference calls beginning in August, and run in parallel to the OSS testing efforts.

Although the ROC collaborative effort cannot bind state commissions, it is expected that Qwest, as well as state Commissions and CLECs participating in these workshops comment and negotiate in good faith with the expectation that any anti-backsliding or post-271 performance plan resulting from the collaborative process will be considered by the state commissions in Qwest's individual state 271 filings.

State commissions invite participation in this effort by all interested parties. For ease of administration, we encourage parties to consolidate their participation. If your organization is interested in participating in the collaborative, you should register at <http://psc.state.mt.us/scripts/porlist/post271-all.asp>. All fields must be completed. A welcome/ initial conference call for participants will be held on Monday, August 21, 2000 at 12:00 MDT. More information, including the call in number, will be sent to participants via an email distribution list that will be created from registrations to the web site.

If you have any questions, you may contact Bob Center, at bcenter@mtgconsulting.com, (530) 477-1770, Frank Darr, of NRRI, at darr.1@osu.edu, (614) 688-5473 or Wendy Fuller, wfuller@br.state.ut.us, (801) 530-6775.

1 The states that will participate are Colorado, Idaho, Iowa, Nebraska, North Dakota, Montana, Oregon, South Dakota, Utah, Washington, and Wyoming. New Mexico may monitor the process. Minnesota and Arizona declined the invitation to be involved at this time.

Consumer Complaints: 1-800-646-6150
"An Equal Employment Opportunity Employer"

Visiology, Inc.

Todd H. Lowe (205) 330-1701
Barbara L. Lowe (205) 330-1702
Bobbi Ferguson (205) 330-1703
FAX (205) 330-1705
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E-Mail toddlowe@visiology.com
toddlowe@worldnet.att.net

August 31, 2000

Mr. Keith Senger
Utility Analyst
South Dakota Public Utilities Commission
State Capitol
500 East Capital Avenue
Pierre, South Dakota 57501-5070

RECEIVED

SEP 01 2000

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION


Re: Docket TC00-118 Application Of Uni-Tel Communications Group, Inc. For A
Certificate of Authority To Provide Interexchange
Telecommunications Services in South Dakota.

Dear Mr. Senger:

Uni-Tel Communications Group, Inc. herewith responds to your letter requesting additional information and tariff revisions as part of the above referenced Docket TC00-118. An original and ten copies are enclosed.

Please date-stamp and return the copy of this transmittal letter as proof of filing. An envelope with the return address and the appropriate postage is attached for this purpose. Your assistance in this matter is greatly appreciated. If you have any questions about this filing or need additional information, please call me at (205) 330-1703.

Sincerely,



Bobbi Ferguson
Consultant to
Uni-Tel Communications, Group, Inc.

Enclosures

South Dakota Public Utilities Commission

Docket TC00-118

Response of Uni-Tel Communications Group, Inc.
to Staff Questions

1. Please provide "the amount and character of the ownership or management interest" for all individuals and entities with 20% or more interest. [ARSD 20:10:24:02(3)(c)].

John Gustaitis, II owns 50% of the applicant as does Randolph Roberts.

2. Please provide a cash flow statement that corresponds to the balance sheet and income statement previously submitted [ARSD 20:10:24:02(8)].

See Attachment A.

3. Provide the "fax number, E-mail address, and toll free number of the applicant's representatives to whom all inquiries must be made regarding complaints and regulatory matters" [ARSD 20:10:24:02(9)].

E-mail address: johng@unitelgroup.com
Toll free Number: (800) 499-5912
Fax number: (888) 317-7011

4. Please provide " a statement as to whether or not the applicant is in good standing with the appropriate regulatory agency in the states where it is registered or certified, and a detailed explanation of why the applicant is not in good standing in a given state, if applicable" [ARSD 20:10:24:02(10)].

Applicant is in good standing and has never had an application denied. There are no negative actions pending.

5. Does the applicant intend to engage "in any multilevel marketing" and provide "copies of any company brochures used to assist in the sales of services" [ARSD 20:10:24:02(11)].

The applicant does not engage in any multilevel marketing. Copies of company brochures are enclosed at Attachment B.

South Dakota Public Utilities Commission

Docket TC00-118

Response of Uni-Tel Communications Group, Inc.
to Staff Questions

6. Please provide the 'Federal tax identification number' [ARSD 20:10:24:02(13)].

The number is 35-2040414.

7. Please provide "the number and nature of complaints filed against the applicant with any state or federal regulatory commission regarding the unauthorized switching of a customer's telecommunications provider and the act of charging customers for services that have not been ordered" [ARSD 20:10:24:02(14)].

There have been 26 such complaints, (less than .1% of the company's total number of customers), since Uni-Tel Communications Group, Inc. ("Uni-Tel") began providing service in April 1998. In each instance, the appropriate regulatory commission was provided either a signed letter of agency or a third party verification tape confirming the service order. In each instance, no further action was required on the part of the company.

8. In order to protect South Dakota consumers, the South Dakota Public Utilities Commission (SDPUC) has restricted applicants with unknown or marginal financial capabilities from offering prepaid calling cards or collecting customer deposits and advance payments. These restrictions are placed in the Commission Order granting authority. The applicant is free to apply to the Commission for removal of the restrictions once financial capability improves or is made known.

Uni-Tel agrees to the above restrictions. Revised tariff pages are enclosed at Attachment C.

9. Please increase the customer's dispute period from 60 to 180 days in section 2.9.6 of the proposed tariff.

Revised tariff page enclosed at Attachment C.

South Dakota Public Utilities Commission

Docket TC00-118

Response of Uni-Tel Communications Group, Inc.
to Staff Questions

10. Please add the Commission's toll free number for the hearing impaired to Section 2.10.2 and 2.10.4 for the proposed tariff. It is TTY Through Relay South Dakota 1-800-877-1113.

Revised tariff pages enclosed at Attachment C.

South Dakota Public Utilities Commission

Docket TC00-118

Application of Uni-Tel Communications Group, Inc.
for
A Certificate of Public Convenience & Necessity

ATTACHMENT A

CASH FLOW STATEMENT

South Dakota Public Utilities Commission

Docket TC00-118

Application of Uni-Tel Communications Group, Inc.
for
A Certificate of Public Convenience & Necessity

ATTACHMENT B

SAMPLE BROCHURES

South Dakota Public Utilities Commission

Docket TC00-118

Application of Uni-Tel Communications Group, Inc.
for
A Certificate of Public Convenience & Necessity

ATTACHMENT C

TARIFF REVISIONS

Uni-Tel Communications Group, Inc.
John Gustaitis, President
47 East Chicago Avenue, Suite 328
Naperville, IL 60560

South Dakota P.U.C. Tariff No. 1
Original Page 43

Issued: July 28, 2000
Effective:

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments

The Company does not collect deposits.

Uni-Tel Communications Group, Inc.
John Gustaitis, President
47 East Chicago Avenue, Suite 328
Naperville, IL 60560

South Dakota P.U.C. Tariff No. 1
Original Page 44

Issued: July 28, 2000
Effective:

SECTION 2 - RULES AND REGULATIONS

RESERVED FOR FUTURE USE

Uni-Tel Communications Group, Inc.
John Gustaitis, President
47 East Chicago Avenue, Suite 328
Naperville, IL 60560

South Dakota P.U.C. Tariff No. 1
Original Page 45

Issued: July 28, 2000
Effective:

SECTION 2 - RULES AND REGULATIONS

RESERVED FOR FUTURE USE

Uni-Tel Communications Group, Inc.
John Gustaitis, President
47 East Chicago Avenue, Suite 328
Naperville, IL 60560

South Dakota P.U.C. Tariff No. 1
Original Page 46

Issued: July 28, 2000
Effective:

SECTION 2 - RULES AND REGULATIONS

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Uni-Tel Communications Group, Inc.
John Gustaitis, President
47 East Chicago Avenue, Suite 328
Naperville, IL 60560

South Dakota P.U.C. Tariff No. 1
Original Page 47

Issued: July 28, 2000
Effective:

SECTION 2 - RULES AND REGULATIONS

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Uni-Tel Communications Group, Inc.
John Gustaitis, President
47 East Chicago Avenue, Suite 328
Naperville, IL 60560

South Dakota P.U.C. Tariff No. 1
Original Page 48

Issued: July 28, 2000
Effective:

SECTION 2 - RULES AND REGULATIONS

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Uni-Tel Communications Group, Inc.
John Gustaitis, President
47 East Chicago Avenue, Suite 328
Naperville, IL 60560

South Dakota P.U.C. Tariff No. 1
Original Page 51

Issued: July 28, 2000
Effective:

SECTION 2 - RULES AND REGULATIONS

2.9 Rendering and Payment of Bill (Con't)

2.9.5 Late Charge

If a Customer's bill is not paid by the due date on the bill, the Company may impose a late charge of 1.5% per month on the delinquent amount. If LEC billing is utilized, the rules and regulations applying to late charges are the same as covered in the applicable LEC tariff.

2.9.6 Disputes with respect to charges must be received by the Company in writing within 180 days from the date shown as the bill date of the invoice or such invoice will be deemed to be correct and binding on the Customer. Written responses must be sent to the Company's customer service organization as per Paragraph 2.10.

2.9.7 In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

Uni-Tel Communications Group, Inc.
John Gustaitis, President
47 East Chicago Avenue, Suite 328
Naperville, IL 60560

South Dakota P.U.C. Tariff No. 1
Original Page 53

Issued: July 28, 2000
Effective:

SECTION 2 - RULES AND REGULATIONS

2.10 Customer Service (Con't)

2.10.3 Service Difficulties

Service difficulties may be referred to the Company's Customer Service organization, as indicated in paragraph 2.10.1 above.

2.10.4 Disputes

The Company will not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. Such notice must be sent to the Company's Customer Service Department as per Section 2.10 of this Tariff. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter. The Commission's address and telephone number are South Dakota Public Utilities Commission, 500 East Capitol Avenue, Pierre, SD 57501-5070, 605-773-3201, 1-800-332-1782, or TTY Through Relay South Dakota, 1-800-877-1113.

Visiology, Inc.

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September 5, 2000

Mr. Keith Senger
Utility Analyst
South Dakota Public Utilities Commission
State Capitol
500 East Capital Avenue
Pierre, South Dakota 57501-5070

RECEIVED

SEP 06 2000

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION


Re: Docket TC00-118 Application Of Uni-Tel Communications Group, Inc. For A Certificate of Authority To Provide Interexchange Telecommunications Services in South Dakota.

Dear Mr. Senger:

Uni-Tel Communications Group, Inc. herewith responds to your second letter requesting additional tariff revisions as part of the above referenced Docket TC00-118. Also included is a copy of the company's sales brochure which was inadvertently omitted from our response dated August 31, 2000. An original and ten copies are enclosed.

Please date-stamp and return the copy of this transmittal letter as proof of filing. An envelope with the return address and the appropriate postage is attached for this purpose. Your assistance in this matter is greatly appreciated. If you have any questions about this filing or need additional information, please call me at (205) 330-1703.

Sincerely,



Bobbi Ferguson
Consultant to
Uni-Tel Communications, Group, Inc.

Enclosures

Product Code 89 Rate Plan

ATTENTION: _____ FROM: _____

*No hassles! No gimmicks! No volume or term commitments!
No tricky dial around codes! No hidden fees!*

ALL CALLS CARRIED OVER STATE OF THE ART FIBER OPTIC LINES:

4.9¢ Per Minute!

Interstate long distance proudly brought to you by Uni-Tel!

-
- All calls are conveniently billed by Uni-Tel Communications
 - Billed in first 18 seconds and every 6 seconds after!
 - Anytime, and anywhere (interstate) in the continental United States!
 - Dialing procedures remain exactly the same!
 - The 4.9¢ per minute rate will remain in effect for as long as you use Uni-Tel's long distance service!
 - Business and residential accounts are welcome!
 - Savings over your current long distance billing plan!
 - No sacrifice of line clarity or quality of service!
 - Top-quality customer service department!
 - No lag or disruption in your ability to place calls!
-

IT'S JUST THAT SIMPLE! Contact your Uni-Tel representative immediately, and let your savings begin within 7 to 10 days!

DATE OF OFFER: _____, 19__.

CONTACT ME AT: (____) - _____ - _____

REPRESENTATIVE'S SIGNATURE _____

Uni-Tel Communications Group, Inc.
John Gustaitis, President
47 East Chicago Avenue, Suite 328
Naperville, IL 60560

South Dakota P.U.C. Tariff No. 1
Original Page 21

Issued: July 28, 2000
Effective:

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability

The Company's liability will be limited to that expressly stated in Sections 2.3.1 through 2.3.16 of this Tariff in connection with the provision of Service to Customer.

2.3.1 Reserved for future use.

2.3.2 Reserved for future use.

Uni-Tel Communications Group, Inc.
John Gustaitis, President
47 East Chicago Avenue, Suite 328
Naperville, IL 60560

South Dakota P.U.C. Tariff No. 1
Original Page 22

Issued: July 28, 2000
Effective:

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (Con't)

2.3.3 Reserved for future use.

2.3.4 Reserved for future use.

2.3.5 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered by the Company for the call or Service giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. If the Customer is not satisfied with the Company's resolution of any dispute, the Customer may make application to the Commission for review and disposition of the matter. The Commission's address and telephone number are South Dakota Public Utilities Commission, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070, 605-773-3201 or 1-800-332-1782.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (Con't)

- 2.3.6 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of the Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from, or are caused by, the use of facilities or equipment of the Customer or related parties, will not result in the imposition of any liability whatsoever upon the Company. The Customer will pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof. In addition, a portion or all of the Service may be provided over facilities of third parties. The Company will not be liable to the Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties. The Company's liability, if any, with regard to the delayed installation of facilities or commencement of Service will not exceed \$1,000.
- 2.3.7 With respect to Service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.
- 2.3.8 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.
- 2.3.9 Reserved for future use.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (Con't)

2.3.11 Reserved for future use.

2.3.12 If the Company learns of actual or possible unauthorized, fraudulent, or unlawful use of any Company Services, the Company will make an effort to contact the Customer, but Service may be blocked without notice and without liability to the Company. Service may be suspended by the Company without incurring liability by Blocking all calls or by Blocking calls to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.

2.3.13 The Company does not undertake to transmit messages but furnishes the use of its Services to its Customers for telecommunications. The Company is not liable for the content of the Customer's messages.

2.3.14 The Company may rely on Third party vendors for the performance of certain services such as Dedicated Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company will act as agent for the Customer in obtaining such other services. Customer's liability for charges hereunder will not be reduced by untimely installation or non-operation of Customer-provided facilities and equipment.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (Con't)

2.3.15 The Company will not be liable for:

- (A) Any act or omission of any other company or companies furnishing a portion of the Service or furnishing facilities or equipment associated with such Service.
- (B) Damages caused by the fault or negligence or willful misconduct of the Customer or End User.
- (C) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's reasonable control.
- (D) Reserved for future use.
- (E) Reserved for future use.

Uni-Tel Communications Group, Inc.
John Gustaitis, President
47 East Chicago Avenue, Suite 328
Naperville, IL 60560

South Dakota P.U.C. Tariff No. 1
Original Page 28

Issued: July 28, 2000
Effective:

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (Con't)

2.3.17 Reserved for future use.

2.3.18 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its Customers, affiliates, agents, contractors, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of local access providers' labor and materials. In addition, all or a portion of Service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties.

Uni-Tel Communications Group, Inc.
John Gustaitis, President
47 East Chicago Avenue, Suite 328
Naperville, IL 60560

South Dakota P.U.C. Tariff No. 1
Original Page 22

Issued: July 28, 2000
Effective:

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (Con't)

2.3.3 Reserved for future use.

2.3.4 Reserved for future use.

2.3.5 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within 180 calendar days after an invoice is rendered by the Company for the call or Service giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. If the Customer is not satisfied with the Company's resolution of any dispute, the Customer may make application to the Commission for review and disposition of the matter. The Commission's address and telephone number are South Dakota Public Utilities Commission, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070, 605-773-3201 or 1-800-332-1782.

SECTION 2 - RULES AND REGULATIONS

2.9 Rendering and Payment of Bill (Con't)

2.9.5 Late Charge

If a Customer's bill is not paid by the due date on the bill, the Company may impose a late charge of 1.5% per month on the delinquent amount. If LEC billing is utilized, the rules and regulations applying to late charges are the same as covered in the applicable LEC tariff.

2.9.6 Disputes with respect to charges must be received by the Company in writing within 180 days from the date shown as the bill date of the invoice or such invoice will be deemed to be correct and binding on the Customer. Written responses must be sent to the Company's customer service organization as per Paragraph 2.10.

2.9.7 In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred as determined by the Commission or a court of competent jurisdiction.

Visiology, Inc.

Todd H. Lowe (205) 330-1701
Barbara L. Lowe (205) 330-1702
Bobbi Ferguson (205) 330-1703
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September 8, 2000

Mr. Keith Senger
Utility Analyst
South Dakota Public Utilities Commission
State Capitol
500 East Capital Avenue
Pierre, South Dakota 57501-5070

RECEIVED

SEP 11 2000

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Re: Docket TC00-118 Application Of Uni-Tel Communications Group, Inc. For A Certificate of Authority To Provide Interexchange Telecommunications Services in South Dakota.

Dear Mr. Senger:

Uni-Tel Communications Group, Inc. herewith responds to your letter dated September 8, 2000 requesting the cash flow statement and additional tariff revisions as part of the above referenced Docket TC00-118. The following tariff pages have been revised: 22, 43, 48 and 50-53.

An original and ten copies are enclosed. Please date-stamp and return the copy of this transmittal letter as proof of filing. An envelope with the return address and the appropriate postage is attached for this purpose. Your assistance in this matter is greatly appreciated. If you have any questions about this filing or need additional information, please call me at (205) 330-1703.

Sincerely,



Bobbi Ferguson
Consultant to
Uni-Tel Communications, Group, Inc.

Enclosures

South Dakota Public Utilities Commission

Docket TC00-118

Application of Uni-Tel Communications Group, Inc.
for
A Certificate of Public Convenience & Necessity

UNI-TEL COMMUNICATIONS GROUP, INC.
CASH FLOW STATEMENT

	AS OF 1/1/00	AS OF 6/30/00
CASH ON HAND	\$433,200.37	\$907,922.83
OPERATING EXPENSES LESS NON CASH	\$501,050.66	\$741,000.88
NET CASH FLOW	(67,850.29)	\$166,921.95

Uni-Tel Communications Group, Inc.
John Gustaitis, President
47 East Chicago Avenue, Suite 328
Naperville, IL 60560

South Dakota P.U.C. Tariff No. 1
Original Page 22

Issued: July 28, 2000
Effective:

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (Con't)

2.3.3 Reserved for future use.

2.3.4 Reserved for future use.

2.3.5 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within 180 calendar days after an invoice is rendered by the Company for the call or Service giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. If the Customer is not satisfied with the Company's resolution of any dispute, the Customer may make application to the Commission for review and disposition of the matter. The Commission's address and telephone number are South Dakota Public Utilities Commission, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070, 605-773-3201 or 1-800-332-1782.

Uni-Tel Communications Group, Inc.
John Gustaitis, President
47 East Chicago Avenue, Suite 328
Naperville, IL 60560

South Dakota P.U.C. Tariff No. 1
Original Page 43

Issued: July 28, 2000
Effective:

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments

The Company does not collect deposits or advanced payments.

SECTION 2 - RULES AND REGULATIONS

2.9 Rendering and Payment of Bills

2.9.1 General

The Company uses direct billing by the Company or an authorized billing agent. The billing period is a month. The Company uses cycle billing. Charges based on actual usage during a month shall be billed monthly in arrears. Bills are sent to the Customer's billing address as shown on their account monthly. The statement date will be no more than three (3) working days before the date of mailing of the bill by the Company. In the event the Company incurs fees or expenses in collecting, or attempting to collect, any charges owed the Company, the Customer shall be liable to the Company for the payment of all such fees and expenses reasonably incurred to the extent permitted by law.

2.9.2 Direct Billing By Company Or Authorized Billing Agent

Bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. Call detail is provided by the Company in many mediums such as magnetic tape, diskette, paper, etc. as selected by the Customer. The Customer's bill provided by an authorized billing agent may include the billing agent's service mark. Payment in full is due upon receipt but no later than the due date disclosed on the bill which is at least fifteen days from the invoice date. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check made payable as named on the bill and sent to the address as listed on the bill. Failure to remit payment by the due date which is at least fifteen days from the bill date shall result in a late charge as set forth in Section 2.8.5.

SECTION 2 - RULES AND REGULATIONS

2.9 Rendering and Payment of Bill (Con't)

2.9.5 Late Charge

If a Customer's bill is not paid by the due date on the bill, the Company may impose a late charge of 1.5% per month on the delinquent amount. If LEC billing is utilized, the rules and regulations applying to late charges are the same as covered in the applicable LEC tariff.

2.9.6 Disputes with respect to charges must be received by the Company in writing within 180 days from the date shown as the bill date of the invoice or such invoice will be deemed to be correct and binding on the Customer. Written responses must be sent to the Company's customer service organization as per Paragraph 2.10.

2.9.7 In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred as determined by the Commission or a court of competent jurisdiction.

SECTION 2 - RULES AND REGULATIONS

2.10 Customer Service

2.10.1 General

Customer Service may be contacted in writing at 47 East Chicago Ave., Suite 328, Naperville, IL 60560. To reach Customer Service via telephone, Customers call a toll-free number. Service Representatives work Monday through Friday, excluding holidays, from 8:00 AM to 5:00 PM central time. After hours, calls are answered by an answering service. If the call is not an emergency, the Customer will be called back the next business day. If the call is an emergency, Company employees are available on a standby basis to assist a Customer with a service difficulty.

2.10.2 Billing Inquiries

Billing inquiries may be referred to the Company's Customer Service organization as indicated in paragraph 2.10.1 above. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter. The Commission's address and telephone number are South Dakota Public Utilities Commission, 500 East Capitol Avenue, Pierre, SD 57501-5070, 605-773-3201, 1-800-332-1782, or TTY Through Relay South Dakota, 1-800-877-1113.

SECTION 2 - RULES AND REGULATIONS

2.10 Customer Service (Con't)

2.10.3 Service Difficulties

Service difficulties may be referred to the Company's Customer Service organization, as indicated in paragraph 2.10.1 above.

2.10.4 Disputes

The Company will not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. Such notice must be sent to the Company's Customer Service Department as per Section 2.10 of this Tariff. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter. The Commission's address and telephone number are South Dakota Public Utilities Commission, 500 East Capitol Avenue, Pierre, SD 57501-5070, 605-773-3201, 1-800-332-1782, or TTY Through Relay South Dakota, 1-800-877-1113.

SECTION 2 - RULES AND REGULATIONS

2.11 Cancellation By Customer

2.11.1 General

A Customer may cancel Service(s) by giving five (5) days oral or written notice to the Company. Such notice should be addressed to the Company's Customer Service organization at the address specified in Paragraph 2.11.1.

2.11.2 Customer With Switched Access

The Customer's Service(s) are canceled when the LEC changes the PIC code or when the DUC or CAP cancels the Service(s), as authorized by the Customer.

2.11.3 LEC Billing

For those Services that are billed through the local exchange company, the rules of the local exchange company with respect to cancellation of Service by Customer will apply in lieu of those set forth in this Section.

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

**IN THE MATTER OF THE APPLICATION OF)
UNI-TEL COMMUNICATIONS GROUP, INC.)
FOR A CERTIFICATE OF AUTHORITY TO)
PROVIDE TELECOMMUNICATIONS)
SERVICES IN SOUTH DAKOTA)
)
ORDER GRANTING)
CERTIFICATE OF)
AUTHORITY)
TC00-118**

On August 3, 2000, 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 Uni-Tel Communications Group, Inc. (Uni-Tel). Uni-Tel proposes to offer outbound and inbound telecommunication services, directory assistance services and calling card services. A proposed tariff was filed by Uni-Tel. The Commission has classified long distance service as fully competitive.

On August 10, 2000, the Commission electronically transmitted notice of the filing and the intervention deadline of August 25, 2000, to interested individuals and entities. No petitions to intervene or comments were filed and at its October 3, 2000, meeting, the Commission considered Uni-Tel's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that Uni-Tel not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission.

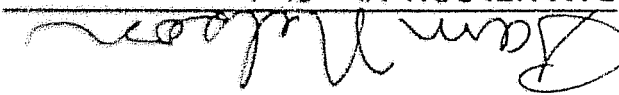
The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24:02 and 20:10:24:03. The Commission finds that Uni-Tel has met the legal requirements established for the granting of a certificate of authority. Uni-Tel has, in accordance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

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

Dated at Pierre, South Dakota, this 6th day of October, 2000.

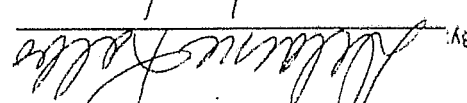
BY ORDER OF THE COMMISSION:


PAM NELSON, Vice Chairman

LASKA SCHOENFELDER, Commissioner

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: 

Date: 10/10/00

(OFFICIAL SEAL)

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

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

Authority was Granted October 3, 2000
Docket No. TC00-118

This is to certify that

UNI-TEL COMMUNICATIONS GROUP, 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 6th day of October, 2000.

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**



PAM NELSON, Vice Chairman



LASKA SCHOENFELDER, Commissioner

