

RECEIVED

APR 30 2003

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

April 29, 2003

Ms. Debra Elofson
Executive Director
South Dakota Public Utilities Commission
State Capitol
500 East Capital Avenue
Pierre, South Dakota 57501-5070


Re: Application Of Dialaround Enterprises Inc. For A Certificate of Authority To Provide
Telecommunications Services in South Dakota.

Dear Ms. Elofson:

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 in the envelope provided. Also enclosed is a check for \$250 to cover the filing fee.

Please direct any questions regarding this Application to Todd Lowe, President, Visiology, Inc., 16061 Carmel Bay Drive, Northport, Alabama 35475 who may be reached via telephone at (205) 330-1701. Your assistance in this matter is greatly appreciated.

Sincerely,



Douglas Barley
Assistant Secretary

Enclosures

for 718-732-7754

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

RECEIVED

APR 30 2003

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION OF
Dialaround Enterprises Inc. FOR A CERTIFICATE OF
AUTHORITY TO PROVIDE
TELECOMMUNICATIONS SERVICES IN THE
STATE OF SOUTH DAKOTA PURSUANT TO
COMMISSION RULE 20:10:24:02.

Docket No. _____

APPLICATION

COMES NOW Dialaround Enterprises Inc. (hereinafter "Applicant" or "Dialaround") 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, conference, directory assistance, calling card, prepaid calling card, and private line 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). 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:

Dialaround Enterprises Inc.
30-50 Whitestone Expressway, 2nd Floor
Flushing, NY 11354
(718) 358-5390
Federal ID Number - 11-3589608

(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 Dialaround Enterprises 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: Dialaround was incorporated in the State of Delaware on February 26, 2001. 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: Dialaround 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: Dialaround is a non-facilities-based reseller of telecommunication services provided by Global Crossing. Customers may use switched or dedicated access. Switched access is provided by the LEC. The customer may purchase dedicated access from the LEC or any other certified access provider. 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 annual report is shown as Exhibit H.
- * The Applicant's proposed tariff is attached at Exhibit I.

(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 Todd H. Lowe, President, Visiology, Inc., 16061 Carmel Bay Drive, Northport, Alabama 35475, who can be reached at (205) 330-1701. Questions regarding the on-going operations of the Company (complaints and regulatory matters) should be directed to Douglas Barley, Assistant Secretary, Dialaround Enterprises Inc., 30-50 Whitestone Expressway, Suite 102, Flushing, NY 11354. He can be reached at (718) 358-5390. A description of how the Applicant handles customer billings and complaints may be found in the Tariff at Exhibit I 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 or certified to do business in Alabama, Arkansas, California, Colorado, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Massachusetts, Michigan, Minnesota, Montana, Nevada, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, Rhode Island, Texas, Utah, Virginia, Wisconsin, and Wyoming. The Applicant has not been denied registration or certification in any state. Dialaround is in good standing in all states where it is registered or certified and has not had any complaints filed with any regulatory agency. Dialaround does not engage in multilevel marketing.

(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 primary service to be offered by Dialaround Enterprises Inc. is Non-Primary Interexchange Carrier Service. This is a service accessed by the customer dialing an access number, 1016400. The service will be promoted through TV and print advertising.

(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.

Sam Tawfik is Chairman & CEO of Dialaround Enterprises, Inc. Mr. Tawfik was a founder of PT-1 Communications, Inc. in 1995. Mr. Tawfik has over fifteen years of experience in sales, marketing, and distribution with the last five years in the field of telecommunications. Prior to joining PT-1 Communications, Inc. he founded a debit card company.

Douglas Barley is Assistant Secretary of Dialaround Enterprises, Inc. Mr. Barley was CFO of PT-1 Communications from 1996 until 1999. Mr. Barley was licensed by the State of New York as a Certified Public Accountant in 1986, and has been a member of the New York Society of CPAs, the American Institute of CPAs, and standing committees that represent those organizations. Mr. Barley prospered in public accounting for more than ten years. While employed by the top national and regional accounting and consulting firms, Mr. Barley served as engagement executive for a diverse base of large and middle market clientele providing audit services as well as consulting on operational and financial control issues. Mr. Barley has had extensive involvement with development stage and start-up enterprises and has more than fifteen years experience with SEC registrations, Initial Public Offerings, and statutory reporting compliance.

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

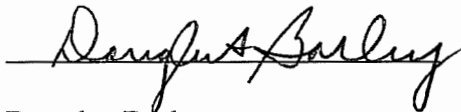
(15) The proposed tariff does not offer prepaid calling cards, does not require deposits (Section 2.6.3), and charges are billed in arrears. Applicant affirms that we will not collect deposits, offer prepaid calling cards and will bill recurring charges in arrears until Dialaround has demonstrated adequate financial capability or posted a \$25,000 bond naming the South Dakota Public Utilities Commission and the consumers of South Dakota as beneficiaries.

(16) That the public interest will be served by the granting of this Application. Dialaround submits that the grant of this Application would serve the public convenience and necessity. Grant of Dialaround'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 Dialaround 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 Dialaround Enterprises 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 Flushing, New York this 28th day of April, 2003.

Dialaround Enterprises Inc.



Douglas Barley

Assistant Secretary

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 |
| Annual Report and Report to Stockholders | H |
| Tariff | I |

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

ORGANIZATIONAL ID #: FB026626

I, **JOYCE HAZELTINE**, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of **DIALAROUND ENTERPRISES INC. (DE)** to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issue this Certificate of Authority and attach hereto a duplicate of the application to transact business in this state.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this September 26, 2002.



Joyce Hazeltine

Joyce Hazeltine
Secretary of State

EXHIBIT B

20 PERCENT OWNERSHIP MANAGEMENT INTEREST

| Dialaround Enterprises Inc. Officers, Directors, & Shareholders | | |
|--|--|-----------------------------|
| Name/Title | Address | % of Shar es |
| Sam Tawfik Chairman & CEO | 30-50 Whitestone Expressway, Suite 102 Flushing, NY 11364 | 100 % |
| Douglas Barley Assistant Secretary | | 0% |

PREPARED FOR

**SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION**

State of Delaware
Office of the Secretary of State

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "DIALAROUND ENTERPRISES INC.", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF FEBRUARY, A.D. 2001, AT 9 O'CLOCK A.M.

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



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 0990719

3361282 8100

CERTIFICATE OF INCORPORATION

OF

DIALAROUND ENTERPRISES INC.

(Under Section 102 of the Delaware General Corporation Law)

FIRST: The name of this corporation shall be:
DIALAROUND ENTERPRISES INC.

SECOND: Its registered office in the State of Delaware is to be located at 30 Old Rudnick Lane, in the City of Dover, County of Kent 19901, and its registered agent at such address is BRIDGE SERVICE CORP.

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

FOURTH: The name and mailing address of the incorporator is as follows: Stanley Tobias, c/o Herrick, Feinstein LLP, 2 Park Avenue, New York, New York 10016.

FIFTH: The total number of shares of stock which the Corporation shall have authority to issue is One Thousand (1000) shares, all of which shall be designated Common Stock, of the par value of One Dollar (\$1.00) per share.

SIXTH: The Board of Directors is expressly authorized to adopt, amend or repeal By-Laws, subject to the reserved power of the stockholders to amend and repeal any By-Laws adopted by the Board of Directors.

SEVENTH: No person who is or was a director of the Corporation shall be personally liable to the Corporation for monetary damages for breach of fiduciary duty as a director unless, and only to the extent that, such director is liable (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware or any amendment thereto or successor provision thereto, or (iv) for

any transaction from which the director derived an improper personal benefit. No amendment to, repeal or adoption of any provision of the certificate of incorporation inconsistent with this article shall apply to or have any effect on the liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment, repeal, or adoption of any inconsistent provision.

IN WITNESS WHEREOF, the undersigned, being the incorporator hereinbefore named, has executed, signed and acknowledged this certificate of incorporation this February 25, 2001



Stanley Tobias
Sole Incorporator

EXHIBIT C
MANAGEMENT AGREEMENTS

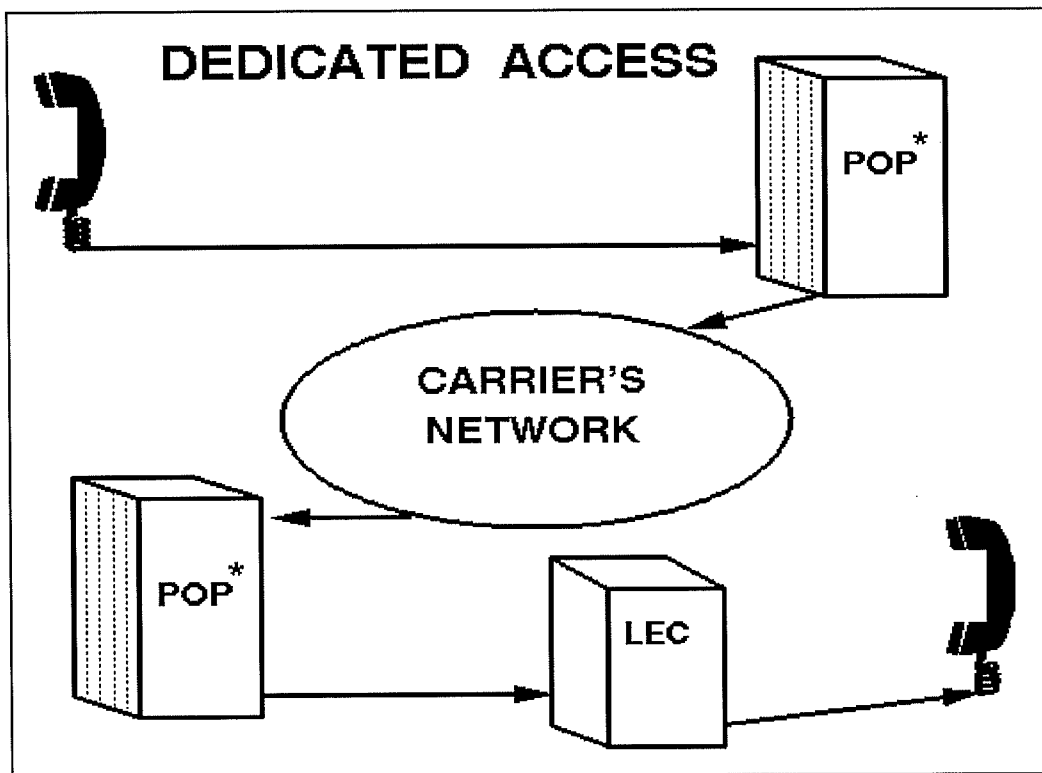
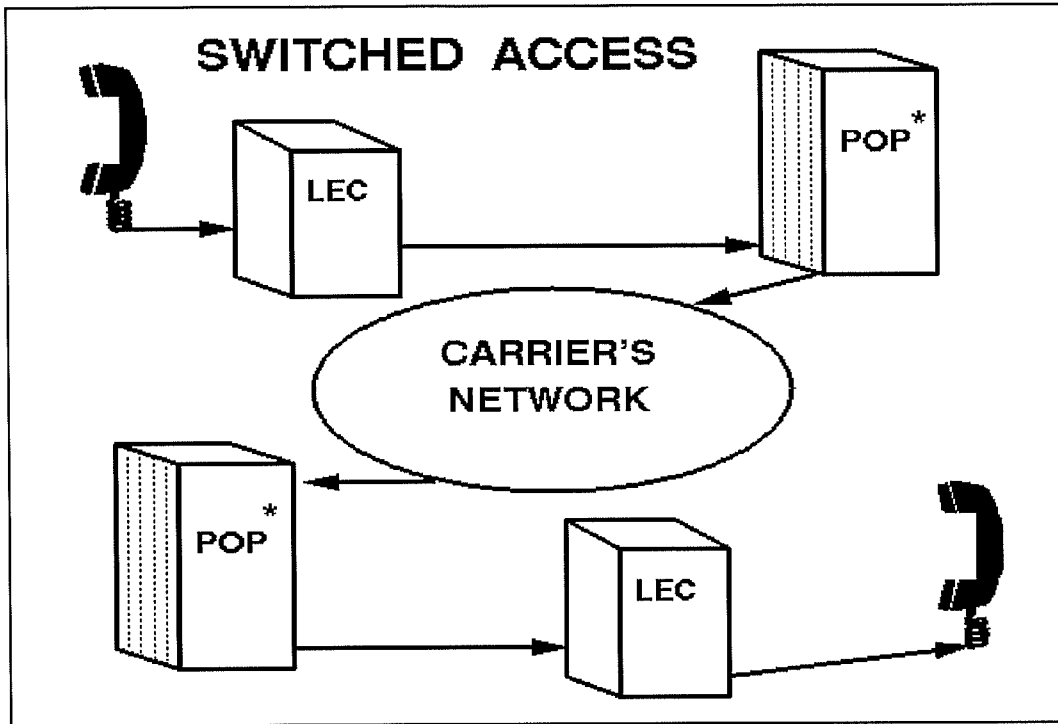
Dialaround Enterprises Inc. does not have any management agreements.

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

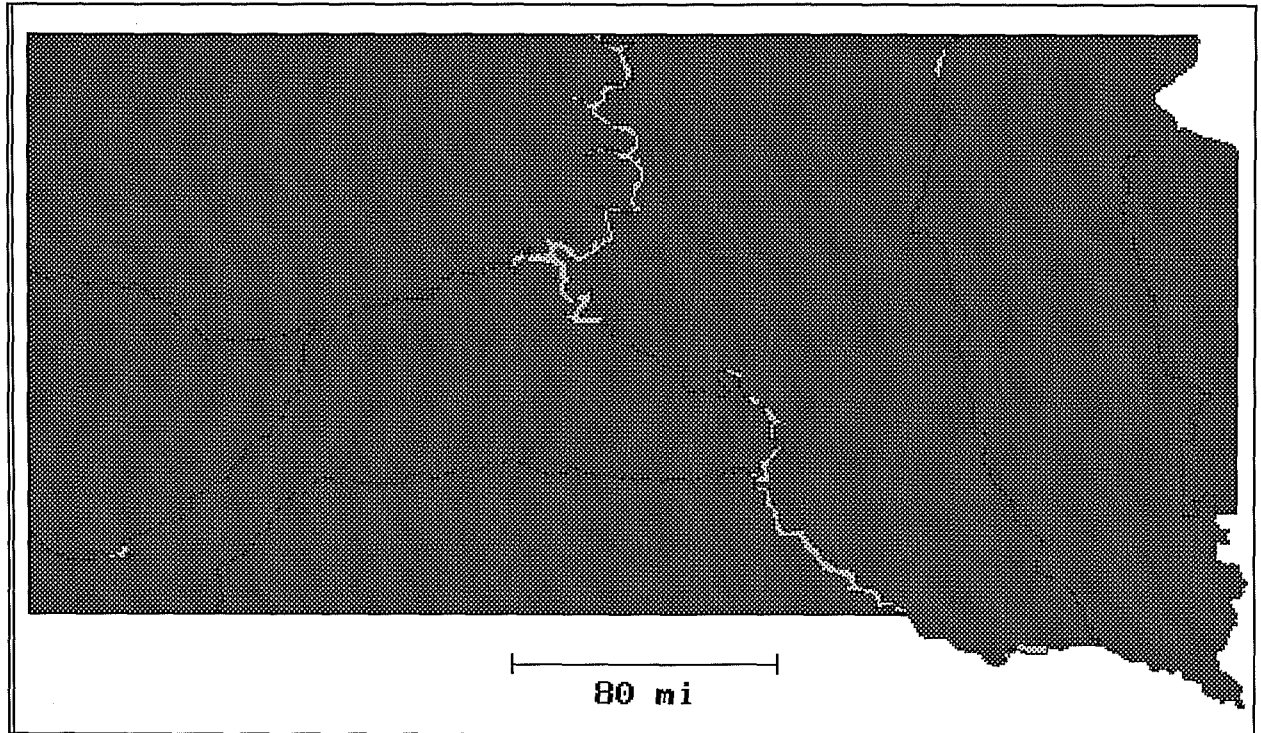


EXHIBIT F
CURRENT BALANCE SHEET

PREPARED FOR
SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

DIALAROUND ENTERPRISES INC.
BALANCE SHEETS
(Unaudited)

| ASSETS | DECEMBER 31, | |
|---|--------------|-----------|
| | 2002 | 2001 |
| Current assets: | | |
| Cash and cash equivalents | \$ 2,378,025 | \$ 30,528 |
| Accounts receivable | 500,464 | 718 |
| Prepaid expenses and other current assets | 135,360 | 100 |
| Total current assets | 3,013,849 | 31,346 |
| Total assets | \$ 3,013,849 | \$ 31,346 |
| LIABILITIES AND STOCKHOLDER'S DEFICIT | | |
| Current liabilities: | | |
| Accounts payable | \$ 267,762 | \$ 2,385 |
| Due to affiliates | 4,277,862 | 44,709 |
| Total current liabilities | 4,545,624 | 47,094 |
| Stockholder's equity: | | |
| Common stock, \$1.00 par value, 1,000 shares authorized, 100 shares issued and outstanding | 100 | 100 |
| Accumulated deficit | (1,531,875) | (15,848) |
| Total stockholder's deficit | (1,531,775) | (15,748) |
| Total liabilities and stockholder's deficit | \$ 3,013,849 | \$ 31,346 |

See accompanying notes

EXHIBIT G
CURRENT INCOME STATEMENT

PREPARED FOR
SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

DIALAROUND ENTERPRISES INC.
STATEMENTS OF OPERATIONS and ACCUMULATED DEFICIT
(Unaudited)

| | Year Ended To December 31, 2002 | Inception (February 26, 2001) To December 31, 2001 |
|---|---------------------------------------|---|
| Revenue: | \$ 1,824,414 | \$ 26,702 |
| Costs and Expenses: | | |
| Costs of revenue | 487,418 | 22,209 |
| Selling | 2,667,467 | - |
| General and administrative | 210,689 | 20,341 |
| Total costs and expenses | 3,365,574 | 42,550 |
| Net loss from operations | (1,541,160) | (15,848) |
| Other Income: | | |
| Interest income, net | 25,133 | - |
| Net loss | (1,516,027) | (15,848) |
| Accumulated deficit - beginning of period | (15,848) | - |
| Accumulated deficit - end of period | \$ (1,531,875) | \$ (15,848) |

See accompanying notes

DIALAROUND ENTERPRISES INC.
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2002
(Unaudited)

1. Organization and Summary of Significant Accounting Policies

Description of Business

Dialaround Enterprises Inc. was incorporated in the State of Delaware on February 28, 2001, to engage in the marketing of retail long distance telephony service to end users, who will access the Company's network via the the Company's Carrier Identification Code ("CIC" Code) which is 101-6400. The Company's founder, who serves as the Chief Executive Officer, President and Chairman of the Board, has funded the Company's operations through capital contributions and loans, and has committed to continue to do so for the indeterminate future. Through September 30, 2002, the Company's activities were primarily directed toward obtaining the regulatory approvals that are necessary to operate in the various jurisdictions that Dialround will provide services in. The Company commenced operations in October 2002.

Cash and Cash Equivalents

Cash equivalents consist of short-term, highly liquid investments which are readily convertible into cash, with an original maturity at date of purchase of three months or less. Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of cash and temporary cash investments. At times, cash balances held at financial institutions were in excess of federally insured limits. The Company places all of its temporary cash investments with high-credit, quality financial institutions and believes no significant concentration of credit risk exists with respect to these cash investments.

Direct Mail Advertising

Costs incurred for producing and communicating advertising are generally expensed when incurred. For the year ended December 31, 2002, approximately \$2,392,350 of advertising costs were incurred and are included in selling expenses.

EXHIBIT H
ANNUAL REPORT

Dialaround Enterprises Inc. does not prepare an annual report

PREPARED FOR
SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

EXHIBIT I

TARIFF

PREPARED FOR

**SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION**

Dialaround Enterprises Inc.
Douglas Barley, CFO & Assistant Secretary
30-50 Whitestone Expressway, Suite 102
Flushing, NY 11354

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

Issued: April 29, 2003
Effective:

DIALAROUND ENTERPRISES INC.

REGULATIONS AND SCHEDULE OF CHARGES FOR

RESALE OF COMPETITIVE INTEREXCHANGE

TELECOMMUNICATIONS SERVICES

WITHIN THE STATE OF SOUTH DAKOTA

Dialaround Enterprises Inc.
Douglas Barley, CFO & Assistant Secretary
30-50 Whitestone Expressway, Suite 102
Flushing, NY 11354

South Dakota P.U.C. Tariff No.1
Original Page 2

Issued: April 29, 2003
Effective:

CHECK PAGE

Each page of this Tariff is effective as of the date shown at the top of the page. The revised pages listed comprise all changes from the original Tariff that are in effect as of the date shown.

| <u>PAGE</u> | <u>REVISION</u> |
|-------------|-----------------|
| 1 | Original Page |
| 2 | Original Page |
| 3 | Original Page |
| 4 | Original Page |
| 5 | Original Page |
| 6 | Original Page |
| 7 | Original Page |
| 8 | Original Page |
| 9 | Original Page |
| 10 | Original Page |
| 11 | Original Page |
| 12 | Original Page |
| 13 | Original Page |
| 14 | Original Page |
| 15 | Original Page |
| 16 | Original Page |
| 17 | Original Page |
| 18 | Original Page |
| 19 | Original Page |
| 20 | Original Page |

* New or revised current Tariff filing.

Dialaround Enterprises Inc.
Douglas Barley, CFO & Assistant Secretary
30-50 Whitestone Expressway, Suite 102
Flushing, NY 11354

South Dakota P.U.C. Tariff No.1
Original Page 3

Issued: April 29, 2003
Effective:

CHECK PAGE (continued)

| <u>PAGE</u> | <u>REVISION</u> |
|-------------|-----------------|
| 21 | Original Page |
| 22 | Original Page |
| 23 | Original Page |
| 24 | Original Page |
| 25 | Original Page |
| 26 | Original Page |
| 27 | Original Page |
| 28 | Original Page |
| 29 | Original Page |
| 30 | Original Page |
| 31 | Original Page |
| 32 | Original Page |
| 33 | Original Page |
| 34 | Original Page |
| 35 | Original Page |
| 36 | Original Page |
| 37 | Original Page |
| 38 | Original Page |
| 39 | Original Page |
| 40 | Original Page |

* New or revised current Tariff filing.

Dialaround Enterprises Inc.
Douglas Barley, CFO & Assistant Secretary
30-50 Whitestone Expressway, Suite 102
Flushing, NY 11354

South Dakota P.U.C. Tariff No.1
Original Page 4

Issued: April 29, 2003
Effective:

CHECK PAGE (continued)

| <u>PAGE</u> | <u>REVISION</u> |
|-------------|-----------------|
| 41 | Original Page |
| 42 | Original Page |
| 43 | Original Page |
| 44 | Original Page |
| 45 | Original Page |
| 46 | Original Page |
| 47 | Original Page |
| 48 | Original Page |
| 49 | Original Page |
| 50 | Original Page |
| 51 | Original Page |
| 52 | Original Page |
| 53 | Original Page |

* New or revised current Tariff filing.

Dialaround Enterprises Inc.
Douglas Barley, CFO & Assistant Secretary
30-50 Whitestone Expressway, Suite 102
Flushing, NY 11354

South Dakota P.U.C. Tariff No.1
Original Page 5

Issued: April 29, 2003
Effective:

| TABLE OF CONTENTS | PAGE |
|--|------|
| Title Page | 1 |
| Check Page | 2 |
| Table of Contents | 5 |
| Concurring, Connecting or Other Participating Carriers | 6 |
| Symbols | 6 |
| Tariff Format | 7 |
| Section 1 - Technical Terms and Abbreviations | 8 |
| Section 2 - Rules and Regulations | 12 |
| Section 3 - Description of Services | 44 |
| Section 4 - Rates and Charges | 50 |

Dialaround Enterprises Inc.
Douglas Barley, CFO & Assistant Secretary
30-50 Whitestone Expressway, Suite 102
Flushing, NY 11354

South Dakota P.U.C. Tariff No.1
Original Page 6

Issued: April 29, 2003
Effective:

CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

None

SYMBOLS

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

- R - To signify reduction
- I - To signify increase
- T - To signify a change in text or regulation but no change in rate
- M - To signify matter moved to or from another location
- N - To signify new rate or regulation
- D - To signify discontinued 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)
 - 2.1.1(A).1
 - 2.1.1(A).1.a
- D. Check Page - When a filing is made with the Commission, an updated Check Page accompanies the filing. The Check Page lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the Check Page is changed to reflect the revision.

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

For the purposes of this Tariff, the following technical terms and abbreviations will apply.

AATU: AATU stands for Average Annual Total Usage.

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

ANI: ANI stands for Automatic Number Identification.

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.

Authorization Code: An Authorization Code is a code in numbers or letters employed to gain access to Service(s).

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.

Business Customer: A Business Customer is a Customer whose use of the Services is for a business, professional, institutional, or occupational purpose. Any employee of a Business Customer who subscribes to the Service for his or her home telephone will also be classified as a Business Customer.

CAP: CAP is an acronym for Competitive Access Provider.

Cardholder: Cardholder is the associate, member, Customer or other individual that uses the Company's Travel Card Service.

Dialaround Enterprises Inc.
Douglas Barley, CFO & Assistant Secretary
30-50 Whitestone Expressway, Suite 102
Flushing, NY 11354

South Dakota P.U.C. Tariff No.1
Original Page 9

Issued: April 29, 2003
Effective:

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

CLEC: CLEC stands for Competitive Local Exchange Carrier

Company: Company refers to Dialaround Enterprises Inc.

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

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 which is responsible 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 Service, or (2) otherwise uses Service for which no other Customer is obligated to compensate the Company.

Customer Premise(s) / Customer's Premise(s): Customer Premise(s)/ Customer's Premise(s) locations are designated by a Customer where Service is originated/terminated.

DUC: DUC is an acronym for Designated Underlying Carrier.

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

F.C.C.: F.C.C. stands for Federal Communications Commission.

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

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

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 boundary, within which the LEC provides communications services.

LEC: LEC is an acronym for Local Exchange Carrier.

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

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

PIC: PIC stands for Primary Interexchange Carrier.

PIN: PIN stands for Personal Identification Number.

POP: POP is an acronym for Point-of-Presence. A POP may be (a) the central office of the DUC; (b) a location where the LEC or CLEC hands off the traffic of the Company's Customers to the DUC; or (c) the location where the Customer's facility interconnects with the DUC.

Dialaround Enterprises Inc.
Douglas Barley, CFO & Assistant Secretary
30-50 Whitestone Expressway, Suite 102
Flushing, NY 11354

South Dakota P.U.C. Tariff No.1
Original Page 11

Issued: April 29, 2003
Effective:

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

PUC: PUC stands for Public Utility Commission.

Reseller: Reseller denotes a Customer that resells the Company's service(s).

Service: Service consists of any telecommunications service provided by the Company pursuant to this Tariff.

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 CLEC to reach the network of the DUC, the access is switched.

Switched Services(s): Switched Services(s) are any Services that are described in this Tariff.

Underlying Carrier: Underlying Carrier refers to any interexchange carrier that provides long distance services resold by the Company pursuant to this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

This Tariff contains the description, regulations, and rates applicable to intrastate InterLATA and intrastate IntraLATA telecommunications Service offered by Dialaround Enterprises Inc. with principal offices at 30-50 Whitestone Expressway, Suite 102, Flushing, NY 11354. The Company's Services are provisioned via the DUC.

2.2 Limitations Of Service(s)

- 2.2.1 Services are offered subject to the availability of facilities and/or equipment from the DUC, the Company's ability to provision the order at the time the Applicant or Customer orders Service, and the provisions of this Tariff. The Company reserves the right, without incurring liability, to refuse to provide Service, to or from any location where the necessary facilities, equipment, systems, and/or switch software are not available.
- 2.2.2 Pre-Subscribed Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, twenty-four (24) hours per day.
- 2.2.3 Service will be provided until canceled by the Customer pursuant to Section 2.9 of this Tariff or suspended or terminated by the Company pursuant to Section 2.10 of this Tariff.
- 2.2.4 The Company, when acting at the Customer's request and, as its authorized agent, will make reasonable efforts to arrange for Service requirements such as special routing, route diversity, alternate access, or circuit conditioning.
- 2.2.5 All services are interstate offerings, but the Customer has the option to use the services to place intrastate calls. Intrastate Service is only available if the Customer subscribes to the Company's comparable interstate service offering.

Dialaround Enterprises Inc.
Douglas Barley, CFO & Assistant Secretary
30-50 Whitestone Expressway, Suite 102
Flushing, NY 11354

South Dakota P.U.C. Tariff No.1
Original Page 13

Issued: April 29, 2003
Effective:

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations of Services (continued)

- 2.2.6 If the Company learns that an Applicant is attempting to sell, barter, trade, or otherwise transfer a toll-free inbound telephone number to another person, the Company may refuse to establish Service.
- 2.2.7 The availability of toll-free numbers from the Company is limited by the Company's ability to obtain toll-free numbers from the DUC.
- 2.2.8 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 Liabilities of the Company

- 2.3.1 The Company's liability will be limited to that expressly assumed in Section 2.3 of this Tariff.
- 2.3.2 With respect to the Switched Services contained herein and except as otherwise provided herein, the liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of furnishing Service hereunder and not caused by the negligence or intentional acts of the Customer will in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect in the course of furnishing Service hereunder occurs, except in cases of willful misconduct by the Company.
- 2.3.3 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 one hundred eighty (180) 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.
- 2.3.4 No agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be agents or employees of the Company without written authorization.
- 2.3.5 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer will not constitute the permanent waiver of any term or condition herein. Each of the provisions will remain at all time in full force and effect until modified in writing.

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

- 2.3.6 The Company is not liable for any damages the Customer may incur as a result of the unlawful or fraudulent use or use by an unauthorized person of the Service(s).
- 2.3.7 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 will not result in the imposition of any liability whatsoever upon the Company, and Customer will 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 the Service may be provided over facilities of third parties, and the Company will 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.
- 2.3.8 The Company is not 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 including but not limited to fire, explosion, vandalism, cable cut, or other similar occurrence; 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

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.8 (continued)

- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties, supplier failures, shortages, breaches or delays, unlawful acts of individuals including acts of the Company's agents, contractors, and employees if committed beyond the scope of their employment, or preemption of existing Services to Restore Service in compliance with Part 64, Subpart D, Appendix A, of the FCC's rules and regulations; or
- (E) Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.

2.3.9 The Company is not liable for:

- (A) Damages caused by the negligence or willful misconduct of the Customer;
or
- (B) The use or abuse of any Service described herein by any party including, but not limited to, the Customer's employees or members of the public. "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. In the case of Inbound Service, this also applies to third parties who dial the Customer's toll-free inbound number by mistake; or
- (C) 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; or

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.9 The Company is not liable for: (continued)

- (D) Any act or omission of any other company or companies furnishing a portion of the Service(s) or facilities or equipment associated with such Service(s).
- (E) Any action, such as blocking, discontinuing, or interrupting Service(s) by the Company of all traffic or traffic to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff in order to control fraud or non-payment; or
- (F) Any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of Services when such defacement or damage is not the result of the Company's negligence. The Customer will indemnify and hold harmless the Company from any claim of the owner of the Customer's premises or other third party claims for such damages.
- (G) Any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder, absent a determination of willful misconduct by judicial or administrative proceedings.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service

- 2.4.1 The 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 will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the 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 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, discontinue the furnishing of such Service. The Customer will be deemed to have canceled Service as of the date of such disconnection and will be liable for any cancellation charges set forth in this Tariff. If the Customer uses 10XXX 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.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.3 Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User will 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 will be accepted by the Company only from that Customer and will be subject to all regulations of this Tariff.
- (B) All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User which has been designated as the Customer will be billed for all components of the Service and will 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 will be liable to the Company for all charges incurred as a result of its use of Service(s). 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 will receive a copy of the guaranty from the designated Customer. The Customer will be responsible for allocating charges to each joint user or Authorized User.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.4 Services are furnished subject to the condition that there will be no abuse or fraudulent use of the Services. Abuse or fraudulent use of Services includes, but is not limited to:

- (A) Use of Services to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge; or
- (B) Obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Services by rearranging, tampering with, or making connection with any Services components of the Company or of the DUC, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the charge(s) for such Services; or
- (C) Use of the Service of the Company to send a message or messages, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another; or
- (D) Use of Services in such a manner as to interfere unreasonably with the use of Services by one or more other Customers.

2.4.5 The Customer may not use Services provided under this Tariff for any unlawful purpose.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 The Customer will indemnify and hold harmless the Company against:

- (A) Claim(s) 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 via Service(s); or
- (B) Violation(s) by the Customer of any other literary, intellectual, artistic, dramatic, or musical right, or other content transmitted via the Service(s); or
- (C) Violation(s) by the Customer of the right to privacy; or
- (D) Claim(s) of patent infringement arising from combining or connecting Company's facilities or the facilities of the DUC with apparatus and systems of the Customer; or
- (E) All lost or stolen travel cards except as described in Section 2.18 of this Tariff; or
- (F) Any other rights whatsoever relating to or arising from message content or the transmission thereof; or
- (G) All other claims arising out of any act or omission of the Customer in connection with any Service.
- (H) Defacement of, or damage to, the premises of a Customer resulting from the furnishing, installation, and/or removal of Channel facilities or the attachment of instruments, equipment, and associated wiring on or from the Customer's Premises; or

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (I) Claims arising out of the use of Services or associated equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company; or
- (J) All lost or stolen calling cards; or
- (K) Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting from Customer (or its employees's agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company Services or prices to End Users of Customers, or unauthorized or illegal acts of the Customer, its employees, agents, or independent contractor.

2.5.2 In the event parties other than Customer (e.g., Customer's customers) will have use of the 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 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.

2.5.3 Upon the Customer's receipt of Company Travel Cards, the Customer will assume all risk of loss or misuse of such Travel Cards.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.4 Customer will not use the Company name or any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion or promotional material, or publication, contracts, or bills, etc. of the Customer without the express prior written approval of the Company.
- 2.5.5 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.
- 2.5.6 The cancellation of Service by the Customer pursuant to Section 2.9 of this Tariff or discontinuance or suspension of Service(s) by the Company pursuant to Section 2.10 of this Tariff 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 will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.
- 2.5.7 The Customer is responsible for payment for all long distance calls originated at the Customer's number(s), terminated on the Customer's 800 number, billed to the Customer's travel card or authorization code, 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.
- 2.5.8 The Company may rely on LECs or other third parties for the performance of Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for 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

2.5 Obligations of the Customer (continued)

- 2.5.9 The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Section 2.3 of this Tariff and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses (including attorneys' fees) and satisfy all judgements which may be incurred by or rendered against the Company in connection therewith.
- 2.5.10 The Customer is responsible for the payment of all charges for Service(s) provided under this Tariff and for the payment of all assessments, duties, fees, surcharges, taxes, or similar liabilities whether charged to or against the Company or the Customer. This includes but is not limited to amounts the Company is required by governmental, quasi-governmental, or other entities to collect and/or to pay to designated entities. The Company may adjust its rates and charges or impose additional rates and charges on its Customer in order to recover these amounts. Unless specified otherwise herein, if an entity other than the Company (e.g., another carrier or supplies) imposes charges on the Company in connection with a Customer's Service, that entity's charges will be passed through to the Customer. The Customer is responsible for the payment of all such charges.
- 2.5.11 The Customer may not use Services provided under this Tariff for any unlawful purpose.

SECTION 2 - RULES AND REGULATIONS

2.6 Obtaining Service

2.6.1 Application for Service

To obtain Pre-subscribed Service, the Company requires the Customer to complete an application for service which includes the letter of agency or other authorization it deems appropriate. No application is required for non-primary Service.

2.6.2 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

2.6 Obtaining Service (continued)

2.6.2 Establishment of Credit (continued)

(B) Customer

If the conditions of Services 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.

2.6.3 Deposits

The Company does not collect deposits for the provision of intrastate Service.

SECTION 2 - RULES AND REGULATIONS

2.7 Rendering and Payment of Bill

2.7.1 General

Bills are sent to the Customer's billing address as shown on their account no later than forty five (45) days following the close of billing. The billing period is a month. Charges are payable only in United States currency. Checks should be made payable as named on the bill and should be sent to the address as listed on the bill. Charges may be assessed for unbilled traffic for up to two years in arrears. Usage charges are billed monthly in arrears.

2.7.2 Methods Of Payment

The Company may utilize direct billing and LEC billing. The selection of the billing option is made by the Company.

(A) Direct Billing By Company Or Authorized Billing Agent

- .1 Call detail is included with the bill. The due date is disclosed on the bill. Payment in full is due within twenty-two (22) days of the invoice date on the bill.
- .2 If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge of 1.5% per month on the delinquent amount.

(B) LEC Billing

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 billing cycles before a credit will be issued.

SECTION 2 - RULES AND REGULATIONS

2.7 Rendering and Payment of Bill (continued)

2.7.3 Past Due Payments

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.

2.7.4 Right to Backbill for Improper Use of Company's Services

Any person or entity which uses, appropriates or secures the use of Services from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to Company and which use, appropriation, or securing of Services is inconsistent with the stated uses, intents, and purposes of this Tariff or any restriction, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of Company's Services actually made by Customer. In addition, Company shall be entitled to recover an amount equal to a late payment fee of 1.5 percent per month for the period(s) for which such charges would have been payable.

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Service

2.8.1 General

The Company's name and toll-free number appear on the bill. Customer Service may be contacted in writing at 30-50 Whitestone Expressway, Suite 102, Flushing, NY 11354. Customers may also contact Customer Service by dialing toll-free (877) 838-6400. Customer Service representatives are available from 9 a.m. to 9 p.m. business days for normal billing and service questions (877) 838-6400. For Cardholders subscribing to Travel Card Service, the toll-free number is printed on the card. For Customers subscribing to all other Services, the toll-free number is printed on the Customer's bill.

2.8.2 Billing Inquiries

Billing inquiries may be referred to the Company's customer service organization as indicated in Section 2.8.1 of this Tariff. If the Customer is not satisfied with the resolution of a bill dispute, the Customer may contact the Commission for resolution of the dispute. 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.

2.8.3 Service Difficulties

Service difficulties may be referred to the Company's customer service organization, as indicated in Section 2.8.1 of this Tariff above.

2.9 Cancellation of Service By Customer

A Customer may cancel Service by giving prior written or verbal notice to the Company. Such notice should be addressed to the Company's Customer Service organization at the address specified in Section 2.8.1 of this tariff.

SECTION 2 - RULES AND REGULATIONS

2.10 Termination of Service By Company

- 2.10.1 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.
- 2.10.2 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.
- 2.10.3 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.
- 2.10.4 Temporary Suspension of Service

In the event of emergency or threatened or actual disruption of Service to other Customers, the Company may temporarily restrict Service without notice and without incurring liability. The Company reserves the right to limit the use of Service(s), without incurring liability, when necessitated by conditions beyond the Company's control, or when the Customer is using Services in violation of the law or of the provisions of this Tariff. In the event that the Company or the DUC learn of possible fraudulent use of any of the Company's travel card Services, the Company will make an effort to contact the Customer, but Service may be terminated or blocked without notice and without liability to the Company.

SECTION 2 - RULES AND REGULATIONS

2.10 Termination of Service By Company (continued)

2.10.5 Conditions Under Which The Company May, Without Notice, 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, 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
- (C) An applicant is unwilling to provide correct information about any of the following:
 - .1 Past telecommunications service;
 - .2 Previous employment; or
 - .3 Previous address
- (F) 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.
- (G) An Applicant refuses to pay undisputed telecommunication charges owed to the Company for interstate services.
- (H) An Application fails to provide reasonable and legal means of identification.

2.10.6 Charges Owed

The discontinuance of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The

Dialaround Enterprises Inc.
Douglas Barley, CFO & Assistant Secretary
30-50 Whitestone Expressway, Suite 102
Flushing, NY 11354

South Dakota P.U.C. Tariff No.1
Original Page 32

Issued: April 29, 2003
Effective:

SECTION 2 - RULES AND REGULATIONS

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.

Dialaround Enterprises Inc.
Douglas Barley, CFO & Assistant Secretary
30-50 Whitestone Expressway, Suite 102
Flushing, NY 11354

South Dakota P.U.C. Tariff No.1
Original Page 33

Issued: April 29, 2003
Effective:

SECTION 2 - RULES AND REGULATIONS

2.11 Interruption of Service

2.11.1 General

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

SECTION 2 - RULES AND REGULATIONS

2.12 Taxes and Assessments

- 2.12.1 In addition to the charges specifically pertaining to the Services, certain federal, state, and local surcharges, taxes, gross receipts, and fees will 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 federal, 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.
- 2.12.2 Unless otherwise specified herein, all stated charges in this Tariff are computed by the Company exclusive of any assessments, duties, fees, surcharges, taxes, or similar liabilities levied against the Company by governmental, quasi-governmental, or other entities such as federal, state, or local government. Such assessments, duties, fees, surcharges, taxes, or similar liabilities shall be paid by the Customer in addition to the charges stated in this Tariff. All such charges shall be shown as a separate line item on the Customer's bill.
- 2.12.3 Pending the conclusion of any litigation challenging a jurisdiction's or body's right to impose any assessments, duties, fees, surcharges, taxes, or similar liabilities, the Company may elect to waive or impose and collect a charge covering such assessments, duties, fees, surcharges, taxes, or similar liabilities, unless otherwise constrained by court order or direction. All such charges will be shown as a separate line item on the Customer's bill. If the Company has collected any assessments, duties, fees, surcharges, taxes, or similar liabilities and any of the challenged assessments, duties, fees, surcharges, taxes, or similar liabilities are found to have been invalid and not enforceable, the Company will credit or refund such sums to each affected Customer if (1) the Company has retained such funds or (2) the Company has remitted such funds to the collecting jurisdiction or body and the funds have been returned to the Company.

SECTION 2 - RULES AND REGULATIONS

2.12 Taxes and Assessments (continued)

- 2.12.4 In order to be granted exemption status, a Customer claiming exempt status must provide the Company with copies of all relevant exemption certificates and documents required by the Company. New Customers are required to provide the requested documentation at the time Service is ordered. Failure to provide the required documentation at the time Service is ordered will result in all assessments, duties, fees, surcharges, taxes, or similar liabilities (as described in Section 2.5.10 of this Tariff) being levied by the Company on the Customer's Service. The Customer will be responsible for the payment of all such charges.
- 2.12.5 Failure to provide the required documentation at the time Service is ordered will also result in all taxes as noted herein being levied by the Company on the Customer's Service, and the Customer will 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 will 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. The Customer will also be billed for all applicable assessments, duties, fees, surcharges, or similar liabilities as described in Section 2.5.10 of this Tariff. The Company is not liable for refunding the amount of the taxes paid 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 will result in termination of Service. 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 will result in termination of Service.
- 2.12.6 Failure to pay the appropriate assessments, duties, fees, surcharges, taxes, or similar liabilities prior to exempt status being accorded by the Company will result in termination of Service.

SECTION 2 - RULES AND REGULATIONS

2.13 Obligations of a Reseller

- 2.13.1 In addition to the obligations contained in Section 2.5 of this Tariff, the obligations contained in Sections 2.13.2 through 2.13.14 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 terminating service(s) without incurring any liability. Notification of termination of service(s) may be done in person or in writing.
- 2.13.2 In addition to the other provisions in this Tariff, Resellers will be responsible for securing and maintaining all necessary state authorizations and tariffs and F.C.C. tariffs for operating as a Reseller and for complying with the rules and regulations as set forth by the Commission. Further, the Reseller also assumes full responsibility for complying with the Communications Act of 1934, as amended; the Telecommunications Act of 1996; and the rules, regulations, and decisions of the F.C.C.
- 2.13.3 If the Customer resells services, the Reseller is responsible for providing all billing, collection, and customer service functions under its own name for all of its Customers, including resolving any unauthorized presubscription disputes.
- 2.13.4 The Reseller must comply with state and federal regulations regarding PIC changes and required authorization from Applicant or Customer.
- 2.13.5 The Reseller will assume all responsibility for PIC disputes and complaints with the local exchange carriers.
- 2.13.6 The Reseller must agree to all credit and collection requirements established by the Company.

SECTION 2 - RULES AND REGULATIONS

2.13 Obligations of a Reseller (continued)

2.13.7 If the presubscription of any line of a Reseller is unauthorized, the Company may charge the Reseller for the unauthorized presubscription change charges plus all additional charges imposed and costs incurred. The Reseller is financially liable for all lines at all locations until such time as the lines and/or locations are presubscribed to a different IXC. In instances where the Reseller has presubscribed lines and/or locations to its service without proper authorization, the Reseller must:

- (A) Inform the premises owner/occupant at each location of the unauthorized change in IXCs; and
- (B) Insure that each such location is returned to the IXC of choice; and
- (C) Pay all applicable conversion charges.

2.13.8 The Reseller must assume all risk for bad debt.

2.13.9 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).

2.13.10 The Reseller must use their own product names which do not identify the Company's services and will refrain from using the Company's name in pre-sale activities.

SECTION 2 - RULES AND REGULATIONS

2.13 Obligations of a Reseller (continued)

- 2.13.11 Resellers will be responsible for paying all taxes, surcharges, and fees based upon the taxing jurisdiction's rules and regulations.
- 2.13.12 In addition to the other provisions in this Tariff, Resellers will be responsible for all interaction and interface with their own subscribers or customers. The provision of Service to a Reseller will not create a partnership or joint venture between the Company and the Reseller nor result in a joint offering to third parties.
- 2.13.13 A Reseller is required to give prior notice to the Company before termination or cancellation of service to a customer of the Reseller or before the Reseller's customer selects another long distance carrier. Notice to the Company may be verbal or in writing.
- 2.13.14 The Reseller is required to give prior notice to the Company before the effective date of the termination or cancellation of a term plan agreement between the Reseller and its customer.

Dialaround Enterprises Inc.
Douglas Barley, CFO & Assistant Secretary
30-50 Whitestone Expressway, Suite 102
Flushing, NY 11354

South Dakota P.U.C. Tariff No.1
Original Page 39

Issued: April 29, 2003
Effective:

SECTION 2 - RULES AND REGULATIONS

2.14 Timing of Calls

- 2.14.1 On direct-dialed calls, chargeable time begins when the called station answers and the connection is established between the calling station and the called station, miscellaneous common carrier, mobile radio system, or PBX system. Answer detection is determined on standard industry answer detection methods, including hardware and software answer detection. Chargeable times ends when the calling station hangs up thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released by the automatic timing equipment in the telecommunications network.

SECTION 2 - RULES AND REGULATIONS

2.15 Application of Charges

2.15.1 Timing Increments

Calls are billed in various timing increments depending on the Service subscribed to by the Customer. Each Service has its own specific initial period and additional period. Unless the length of the initial period and the additional period is otherwise specified in Section 3 of this Tariff, the initial period is one (1) minute or fraction thereof, and the additional period is each one (1) minute or fraction thereof. Fractions of a timing increment are rounded up to the next highest increment.

2.15.2 Rounding

(A) Payphone Surcharge

If the payphone surcharge includes a fraction of a cent, the fraction is rounded up to the next higher whole cent.

(B) All Usage-Sensitive Services

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 of \$.005 or more, the fraction is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent.

SECTION 2 - RULES AND REGULATIONS

2.16 Transfer or Assignment

Prior written permission from the Company is required before Customers may assign or transfer any Service. All regulations and conditions contained in this Tariff and all other applicable Service conditions will apply to all such permitted assignees or transferees. 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 will 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:

- (A) 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
- (B) 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
- (C) New Customer's (assignee Customer) credit is approved by the Company; and
- (D) 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 Service(s). These obligations include all outstanding indebtedness for the use of Service(s). Consent to such assignment or transfer will not be unreasonably withheld.

Any permitted assignment or transfer of Company' Service will 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 Agreements, Proposals, and Warranties

2.17.1 The applicable terms, rates, and conditions specified in this Tariff, before or after subscription, constitute the only agreement between the parties with respect to Service(s) to which the Customer has subscribed, or desires to subscribe. Statements (whether written or oral) may have been made about the Service(s) specified in this Tariff. Such statements, however, do not constitute warranties, shall not be relied upon by the Customer, and are not part of the parties relationship. All prior agreements, proposals, representations, or understandings concerning the Service(s) are also deemed superseded upon the Customer's subscription. The applicable Tariff sections constitute the complete and exclusive expression of the parties' relationship. These Tariff provisions may only be modified by: (1) a subsequent Tariff filing; or (2) a written agreement, signed by an authorized Company representative, which identifies both the Tariff provisions being modified or superseded, if applicable, and the specific nature of the change.

2.17.2 All implied warranties, including the implied warranty of merchantability, are disclaimed. The Company does not warrant that the Service(s) are fit for the particular purpose of the Customer. The Company makes no warranties with respect to the Service(s) other than that the Service(s) will conform to the description contained in the Tariff. Further Company liability will be such as described in Section 2.3 of this Tariff.

2.18 Lost Or Stolen Travel Card or PIN

Upon knowledge of facts which would alert a reasonable person to the possibility of unauthorized use of the Customer's travel card or PIN, the Customer will alert and give notice to the Company of such facts. Upon receipt of notice, the Company will deactivate the PIN associated with the card. If requested by the Customer, a new PIN will be issued to the Customer. The Customer will be excused from liability only with respect to unauthorized calls placed after receipt of such notice by the Company.

Dialaround Enterprises Inc.
Douglas Barley, CFO & Assistant Secretary
30-50 Whitestone Expressway, Suite 102
Flushing, NY 11354

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

Issued: April 29, 2003
Effective:

SECTION 2 - RULES AND REGULATIONS

2.19 Changes to Service Offerings

The Company reserves the right to add, change, or delete DUCs at any time.

2.20 Restoration of Services

The use and restoration of services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

2.21 Promotions

The Company may from time-to-time engage in special promotional Service offerings designated to attract new Customers or to increase existing Customers awareness of a particular Tariff offering. The Company may offer special promotions to its Customers waiving certain charges or offering a special rate or a special Service. These offerings may be limited to certain dates, times, and/or locations. Details regarding a promotion will be filed with the Commission prior to the effective date of the promotion.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services - Switched Access

3.1.1 General

Unless otherwise stated in the Tariff, the method of provisioning a specific outbound Service is determined by the Company, and the selection of the DUC is made by the Company. Switched Access outbound Services are only available in equal access areas. The availability of each outbound Service is included in the description for that Service.

3.1.2 Switched Access Services

(A) Primary Interexchange Carrier Service

Primary Interexchange Carrier Service is a non-prepaid inter-LATA and intra-LATA toll service available to residential and business accounts, except hospitals, pay phones, hotels and inmate only facilities, that demonstrate sufficient credit-worthiness which is billed on the LEC bill. The Company serves as the Customer's Primary Interexchange Carrier ("PIC") for inter-LATA and intra-LATA toll service. Primary Interexchange Carrier Service customers are billed in arrears on a monthly basis.

The Customer may place calls only from a presubscribed switched access working telephone number where such access is made available at the sole discretion of the Carrier. Customers who select Primary Interexchange Carrier Service are billed in increments of one (1) minute.

Dialaround Enterprises Inc.
Douglas Barley, CFO & Assistant Secretary
30-50 Whitestone Expressway, Suite 102
Flushing, NY 11354

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

Issued: April 29, 2003
Effective:

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services (continued)

(B) Non-Primary Interexchange Carrier Service

Non-Primary Interexchange Carrier Service is inter-LATA and intra-LATA toll service available to residential customers and businesses, except hospitals, payphones, hotels and in-mate only facilities, and residences that demonstrate credit-worthiness. Non-Primary Interexchange Carrier Service is available via the 1016400 access code. Billing for Non-Primary Interexchange Carrier Service is completed through the Customer's LEC. Non-Primary Interexchange Carrier Service Customers are billed in arrears.

Customers who select Non-Primary Interexchange Carrier Service are billed in increments of one (1) minute.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services (continued)

3.1.3 Dedicated Access Services

(A) Direct Access

Direct Access is an outbound only, long distance pricing plan for Customers that utilize Dedicated Access to reach the Company's switch or the DUC's POP. The Customer is responsible for obtaining the Dedicated Access required to provision this service. Direct Access is available to Business Customers. Calls are billed in six (6) second increments. There are three rate levels depending on AATU at the time the order for service is provisioned by the Company.

| Rate Level | AATU |
|------------|----------------------------------|
| 1 | Less Than \$50,000 |
| 2 | \$50,000 But Less Than \$100,000 |
| 3 | \$100,000 & Above |

If the Customer's average monthly usage decreases to below 50% of AATU, the Company reserves the right to change the Customer's rate level. For the purpose of determining average monthly usage, a partial billing month is not used in the calculation. Average monthly usage is calculated using a minimum of three full months' billing.

SECTION 3 - DESCRIPTION OF SERVICES

3.2 Inbound 800 Services

3.2.1 General

All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offering. Inbound service permits calls to be completed to the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number, (800/888/877/866) NXX-XXXX, which terminates at the Customer's location.

3.2.2 Services Terminating Via Switched Access

(A) DA 800

DA 800 is an inbound only, long distance pricing plan. Calls are originated from any point in the state on any type of access but are terminated via Switched Access lines in the terminating city. DA 800 is available to Business Customers. Calls are billed in six (6) second increments with an initial period of thirty (30) Seconds.

SECTION 3 - DESCRIPTION OF SERVICES

3.2 Inbound 800 Services (continued)

3.2.3 Services Terminating Via Dedicated Access

(A) DA Direct 800

DA Direct 800 is an inbound only, long distance pricing plan. Calls are originated from any point in the state on any type of access but are terminated via Dedicated Access lines between the Customer's premises and the Company's switch or the DUC's POP. DA Direct 800 is available to Business Customers. Calls are billed in six (6) second increments with an initial period of thirty (30) Seconds. There are three rate levels depending on AATU at the time the order for service is provisioned by the Company.

| Rate Level | AATU |
|------------|----------------------------------|
| 1 | Less Than \$50,000 |
| 2 | \$50,000 But Less Than \$100,000 |
| 3 | \$100,000 & Above |

If the Customer's average monthly usage decreases to below 50% of AATU, the Company reserves the right to change the Customer's rate level. For the purpose of determining average monthly usage, a partial billing month is not used in the calculation. Average monthly usage is calculated using a minimum of three full months' billing.

SECTION 3 - DESCRIPTION OF SERVICES

3.3 Directory Assistance

3.3.1 Description of Service

Intrastate Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party.

3.3.2 Availability of Service

Directory assistance is available to any Customer that has access to the directory assistance bureau of the DUC. If a Customer with Switched Access calls directory assistance for a call within its area code, the call is handled by the LEC. If a Customer with Switched Access calls directory assistance for a call within the state but outside of its area code, the call is routed to the DUC for handling. Customers with Dedicated Access must program their PBX to route directory assistance calls over their Switched Access lines.

Dialaround Enterprises Inc.
Douglas Barley, CFO & Assistant Secretary
30-50 Whitestone Expressway, Suite 102
Flushing, NY 11354

South Dakota P.U.C. Tariff No.1
Original Page 50

Issued: April 29, 2003
Effective:

SECTION 4 - RATES AND CHARGES

4.1 Outbound Services

4.1.1 Primary Interexchange Carrier Service

The rate is \$0.25 per minute.

4.1.2 Non-Primary Interexchange Carrier Service

The rate is \$0.049 per minute.

4.1.3 Direct Access

| Rate Level | Rate Per Minute |
|------------|-----------------|
| 1 | \$0.25 |
| 2 | \$0.25 |
| 3 | \$0.25 |

Dialaround Enterprises Inc.
Douglas Barley, CFO & Assistant Secretary
30-50 Whitestone Expressway, Suite 102
Flushing, NY 11354

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

Issued: April 29, 2003
Effective:

SECTION 4 - RATES AND CHARGES

4.2 Inbound Services

4.2.1 DA 800

The rate is \$0.05 per minute.

4.2.2 DA Direct 800

| Rate Level | Rate Per Minute |
|------------|-----------------|
| 1 | \$0.05 |
| 2 | \$0.05 |
| 3 | \$0.05 |

Dialaround Enterprises Inc.
Douglas Barley, CFO & Assistant Secretary
30-50 Whitestone Expressway, Suite 102
Flushing, NY 11354

South Dakota P.U.C. Tariff No.1
Original Page 52

Issued: April 29, 2003
Effective:

SECTION 4 - RATES AND CHARGES

4.3 Directory Assistance

The charge is \$.85 per call.

SECTION 4 - RATES AND CHARGES

4.4 Miscellaneous Charges

4.4.1 Return Check Charge

If a Customer's check is returned by the bank, the Company may charge the Customer a return check charge. The amount of the return check charge is \$15.00.

4.4.2 Payphone Surcharge

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a carrier's access code, a Customer's 800 and other toll-free numbers, calling cards, and prepaid phone card calls, from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation.

The Customer shall pay the Company a per call surcharge of \$0.30 per call for all such traffic.



DIAL AROUND ENTERPRISES, INC.
30-50 WHITESTONE EXPRESSWAY
SUITE 102
FLUSHING, NY 11354

JPMORGAN CHASE BANK
NEW YORK CITY, NY 10036
1-2/210

10649

4/28/2003

\$ **250.00

PAY TO THE ORDER OF South Dakota Public Utilities Commission

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

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

[Signature]

MP

MEMO Application for Certificate of Authority

⑈010649⑈ ⑈02100002⑈ ⑈739205692⑈

TC03-078

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of April 24, 2003 through April 30, 2003

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 report. Phone: 605-773-3705

ELECTRIC

EL03-015 **In the Matter of the Filing for Approval of a Consent and Agreement for Electric Service in Assigned Service Territory of Another Electric Supplier between NorthWestern Energy and Northern Electric Cooperative, Inc.**

NorthWestern Energy (NorthWestern) and Northern Electric Cooperative (Northern) filed a joint petition for approval of an electric service rights exception. NorthWestern consents to Northern providing electrical service to the house and future out buildings on the property owned by Mark and Rebecca Labrie described as that part of the SW 1/4 West of SD Highway 37 in S6, T116N, R61W of the 5th P.M., Spink County, SD, except the North 949 feet, the Railroad right-of-way, and Lot H-1 and H-2, and; the abandoned Railroad right-of-way in the SW 1/4 West of SD Highway 37 in S6, T116N, R61W of the 5th P.M. Spink County, SD.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Docketed: 04/30/03
Intervention Deadline: 05/16/03

TELECOMMUNICATIONS

TC03-073 **In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and DIECA Communications, Inc. d/b/a Covad Communications Company.**

On April 24, 2003, the Commission received a filing for approval of an Amendment to an Interconnection Agreement between Qwest Corporation and DIECA Communications, Inc. d/b/a Covad Communications Company. According to the filing, the amendment is made in order to add terms, conditions and rates for DC Power Reduction Procedure as set forth in Attachment 1 and Exhibit A to this Amendment. The original agreement was approved by the Commission on November 18, 1999, in Docket No. TC99-017. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than May 14, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 04/24/03
Initial Comments Due: 05/14/03

TC03-074 **In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and McLeodUSA Telecommunications Services, Inc.**

On April 28, 2003, the Commission received a filing for approval of an Amendment to an Interconnection Agreement between McLeodUSA Telecommunications Services, Inc. and Qwest Corporation.

According to the parties, the amendment is made in order to add terms, conditions and rates for Collocation Available Inventory, as set forth in Attachment 1 and Exhibit A to the amendment. The original agreement was approved by the Commission on July 23, 1999, in Docket No. TC99-057. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than May 19, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 04/28/03
Initial Comments Due: 05/19/03

TC03-075 In the Matter of the Filing by Qwest Corporation for Approval of Revisions to its Access Services Tariff.

On April 28, 2003, Qwest Corporation filed a revision to its South Dakota Access Services Tariff. This revision removes the Self Healing Alternate Route Protection (SHARP) feature from the tariff.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Docketed: 04/28/03
Intervention Deadline: 05/16/03

TC03-076 In the Matter of the Filing for Approval of a Reciprocal Transport and Termination Agreement between PrairieWave Telecommunications, Inc. and Rural Cellular Corporation.

On April 29, 2003, the Commission received a filing for approval of a Reciprocal Transport and Termination Agreement between PrairieWave Telecommunications, Inc. and Rural Cellular Corporation. According to the filing, the parties wish to put in place an arrangement for the mutual exchange and reciprocal compensation of local telecommunications traffic which is intended to supersede any previous arrangements between the parties relating to such traffic. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than May 19, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 04/29/03
Initial Comments Due: 05/19/03

TC03-077 In the Matter of the Filing for Approval of a Reciprocal Transport and Termination Agreement between PrairieWave Telecommunications, Inc. and Wireless Alliance, LLC.

On April 29, 2003, the Commission received a filing for approval of a Reciprocal Transport and Termination Agreement between PrairieWave Telecommunications, Inc. and Wireless Alliance, LLC. According to the filing, the parties wish to put in place an arrangement for the mutual exchange and reciprocal compensation of local telecommunications traffic which is intended to supersede any previous arrangements between the parties relating to such traffic. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than May 19, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 04/29/03
Initial Comments Due: 05/19/03

TC03-078 In the Matter of the Application of Dialaround Enterprises Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

Dialaround Enterprises Inc. has filed an application for a Certificate of Authority to provide interexchange telecommunications services in South Dakota. The applicant intends to provide resold interexchange services, including 1+ and 101XXXX outbound dialing, 800/888 toll-free inbound dialing, directory assistance, conference calling, calling card, prepaid calling card and private line service to presubscribed business and residential customers in South Dakota.

Staff Analyst: Bonnie Bjork
Staff Attorney: Karen Cremer
Date Docketed: 04/30/03
Intervention Deadline: 05/16/03

TC03-079 In the Matter of the Application of Dogstar Telephone Co. for a Certificate of Authority to Provide Local Exchange Services in South Dakota.

Dogstar Telephone Co. has filed an application for a Certificate of Authority to provide resold local exchange telephone services in South Dakota. The applicant intends to provide resold local exchange telecommunication services to business and residential customers including a basic local exchange service option for residential customers, 911 and enhanced 911 emergency service, directory assistance, operator-assisted dialing, and lifeline services in Qwest served telephone areas.

Staff Analyst: Bonnie Bjork
Staff Attorney: Kelly Frazier
Date Docketed: 04/30/03
Intervention Deadline: 05/16/03

TC03-080 In the Matter of the Filing for Approval of a Type 2 Wireless Interconnection Agreement between Qwest Corporation and Commnet Wireless Inc.

On April 30, 2003, the Commission received a filing for approval of a Type 2 Wireless Interconnection Agreement between Qwest Corporation (Qwest) and Commnet Wireless Inc. According to the parties, the agreement is a negotiated agreement which sets forth the terms, conditions and pricing under which Qwest will offer and provide to any requesting WSP network interconnection, access to unbundled network elements and ancillary services within the geographical areas in which Qwest is providing local exchange service at that time, and for which Qwest is the incumbent local exchange carrier within the state of South Dakota for purposes of providing local two way wireless services. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than May 20, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 04/30/03
Initial Comments Due: 05/20/03

**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>**

Visiology, Inc.

RECEIVED

MAY 15 2003

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Todd H. Lowe (205) 330-1701

toddlowe@visiology.com

toddlowe@worldnet.att.net

Barbara L. Lowe (205) 330-1702

barbaralowe@visiology.Com

Bobbi Ferguson (205) 330-1703

bobbi@visiology.Com

FAX (205) 330-1705

WEB www.visiology.com

May 14, 2003

Bonnie Bjork
South Dakota Public Utilities Commission
501 East Capitol Avenue
Pierre, South Dakota 57501-5070

RE: **SDPUC Docket TC03-078** Application Of Dialaround Enterprises Inc. For A Certificate of Authority To Provide Telecommunications Services in South Dakota.

Dear Ms. Bjork:

In response to your data request of May 9, 2003, Dialaround Enterprises Inc. offers the following:

1. The applicant does not engage in multi level marketing.
2. The company does not have any brochures for marketing. The primary marketing is via TV advertising for its 1016400 services.
3. Applicants federal tax identification number is 11-3589608.
4. Dialaround Enterprises Inc. has not had slamming complaints from any state or federal regulatory commission.
5. Requested tariff revisions attached as Attachment 1.

So that our records will be complete, please date stamp the extra copy of this transmittal letter and return in the envelope provided.

Yours truly,



Todd H. Lowe
President
Consultant to Dialaround Enterprises Inc.

cc: Marie Pierre-Paul

SDPUC Docket TC03-078

Application Of Dialaround Enterprises Inc. For A Certificate of
Authority To Provide Telecommunications Services in South Dakota.

ATTACHMENT 1

REVISED TARIFF PAGE

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of the Company

2.3.1 Reserved for future use.

2.3.2 With respect to the Switched Services contained herein and except as otherwise provided herein, the liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of furnishing Service hereunder and not caused by the negligence or intentional acts of the Customer will be determined by the Commission or a court of competent jurisdiction pursuant to SDLC 49-13-1 and 49-13-1.1.

2.3.3 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 one hundred eighty (180) 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.

2.3.4 No agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be agents or employees of the Company without written authorization.

2.3.5 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer will not constitute the permanent waiver of any term or condition herein. Each of the provisions will remain at all time in full force and effect until modified in writing.

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

| | |
|--|-----------------------|
| IN THE MATTER OF THE APPLICATION OF) | ORDER GRANTING |
| DIALAROUND ENTERPRISES INC. FOR A) | CERTIFICATE OF |
| CERTIFICATE OF AUTHORITY TO PROVIDE) | AUTHORITY |
| INTEREXCHANGE TELECOMMUNICATIONS) | |
| SERVICES IN SOUTH DAKOTA) | TC03-078 |

On April 30, 2003, 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 Dialaround Enterprises Inc. (Dialaround).

Dialaround proposes to offer outbound and inbound telecommunications services, directory assistance service and calling card service. A proposed tariff was filed by Dialaround. The Commission has classified long distance service as fully competitive.

On May 1, 2003, the Commission electronically transmitted notice of the filing and the intervention deadline of May 16, 2003, to interested individuals and entities. No petitions to intervene or comments were filed and at its June 3, 2003, meeting, the Commission considered Dialaround's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that Dialaround not offer a prepaid calling card or require or accept 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 Dialaround has met the legal requirements established for the granting of a certificate of authority. Dialaround 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 Dialaround's application for a certificate of authority, subject to the condition that Dialaround not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission. As the Commission's final decision in this matter, it is therefore

ORDERED, that Dialaround's application for a certificate of authority to provide interexchange telecommunications services is hereby granted, effective June 29, 2003, subject to the condition that Dialaround not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission. It is

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

Dated at Pierre, South Dakota, this 10th day of June, 2003.

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: Dulaine Kolbo

Date: 6/11/03

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Robert K. Sahr
ROBERT K. SAHR, Chairman *dk*

Gary Hanson
GARY HANSON, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

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

Authority was Granted effective June 29, 2003
Docket No. TC03-078

This is to certify that

DIALAROUND ENTERPRISES INC.

is authorized to provide interexchange telecommunications services in South Dakota, subject to the condition that it not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission.

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 10th day of June, 2003.

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**

Robert K. Sahr

ROBERT K. SAHR, Chairman *sk*

Gary Hanson

GARY HANSON, Commissioner

