

1/28 97	Faded and Racketed;
1/30 97	TC for Fading;
3/11 97	Order Bentley COA,
3/11 97	Racket Class

Meridian Telecom Corporation

**141 South Central Avenue, Suite 300, Hartsdale, New York 10530-2319
302 Legends Way, Woodstock, Georgia 30189**

TC97-009

January 20, 1997

Mr. William Bulard, Jr.
Executive Director
South Dakota Public Utilities Commission
State Capitol
Pierre, South Dakota 57501-5070

RECEIVED

JAN 28 1997

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

RE: Application for authority to operate as a reseller of interexchange telecommunications services of Meridian Telecom Corporation.

Dear Sir:

The above referenced Applicant hereby submits the enclosed Application for authority to operate as a reseller of interexchange telecommunications services within the State of South Dakota. An original and ten (10) copies are included for filing. Please date-stamp and return the extra copy of the transmittal letter provided as proof of filing. An envelope with the return address and the appropriate postage is attached for this purpose.

Please direct any questions regarding this Application to Todd Lowe, President, Visiology, Inc., 16061 Carmel Bay Drive, Northport, Alabama 35475. He may be reached via telephone at (205) 330-1701.

Your assistance in this matter is greatly appreciated.

Sincerely,



Stephen Scheerer
President

Enclosures

TC97-009

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

RECEIVED

JAN 28 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Docket No. _____

IN THE MATTER OF THE APPLICATION OF
MERIDIAN TELECOM CORPORATION FOR
REGISTRATION AND SERVICE AUTHORITY TO
RESELL INTEREXCHANGE TELECOMMUNICATIONS
SERVICES WITHIN THE STATE OF SOUTH DAKOTA
PURSUANT TO COMMISSION RULE 20:10:24:02.

APPLICATION

COMES NOW Meridian Telecom Corporation (hereinafter "Applicant" or "Meridian") and submits its Application seeking authorization to resell interexchange telecommunications services within the State of South Dakota. Applicant seeks statewide authority to offer inbound, outbound, directory assistance, calling card, and prepaid calling card services to business customers and to residential customers in the State of South Dakota. Applicant plans to resell the operator services of the underlying carrier. All services are only available to presubscribed customers. The Applicant will not provide service to the transient market. All operator services are provided by the underlying carrier. 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 are:

Meridian Telecom Corporation
302 Legends Way
Woodstock, Georgia 30189
(770) 926-5512

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

(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 authority: Meridian was incorporated in the State of Delaware in January, 1995. Meridian has applied to the Secretary of State of South Dakota for a certificate of authority. A copy of the certificate 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: Meridian does not have an office in South Dakota. The Applicant's registered agent is National Registered Agents, Inc., 310 South First Street, Sioux Falls, South Dakota 57102.
- (c) A copy of its articles of incorporation which includes a list of the names and addresses of the corporate officers and members of the board of directors at the time of incorporation: See Exhibit B.
- (d) A list of the names and addresses of the current corporate officers and members of the board of directors:

Name/Title	Address	Shares %
Lawrence Rabine, Secretary, Director	78 Langdon Avenue Dobbs Ferry, New York 10522 (914) 946-1813	32.8%
JoAnn Sabato, Director		5.0%
Carol Scheerer, Director	302 Legends Way Woodstock, Georgia 30189 (770) 926-5512	7.5%
Stephen Scheerer, President, Director		49.2%

(3)

- (c) The names and addresses of the ten common stockholders of the corporation who own the greatest number of shares of common stock and the number of shares owned by each:

Meridian Telecom Corporation Shareholders		
Name/Title	Address	Shares %
Lawrence Rabine, Secretary	78 Langdon Avenue Dobbs Ferry, New York 10522	34.50%
JoAnn Sabato		5.00%
Carol Scheerer	302 Legends Way Woodstock, Georgia 30189	7.5%
Stephen Scheerer, President		51.75%
Richard Woolcock	77 Irving Place New Rochelle, NY 10801	0.50%
Mara Makaj	P.O. Box 264 Cross River, NY 10518	0.50%
Eric Simon	P.O. Box 451 Dobbs Ferry, NY 10522	0.25%

- (f) The names and addresses of any corporation, association, partnership, cooperative or individual holding a five percent or greater ownership or management interest in the applicant corporation. The amount and character of the ownership interest shall be indicated. A copy of any management agreement shall be attached. Shareholders holding a five percent or greater ownership are shown in (c) above.
- (g) The names and addresses of subsidiaries owned or controlled by the applicant:
None.

(4) If the applicant is a partnership, the name title and business address of each partner, both general and limited: N/A Applicant is a corporation.

(5) A specific description of the telecommunications services the applicant intends to offer: Applicant plans to offer inbound, outbound, directory assistance, calling card, and prepaid calling card services. A detailed service description is provided in the proposed tariff attached hereto as 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: Meridian is a non-facility based reseller of telecommunication services provided by MCI. Customers may use switched or dedicated access. Switched access is provided by the LEC or CLEC. The customer may purchase dedicated access from the LEC, CLEC, or any other certified access provider. Representative access diagrams are shown at Exhibit D.

(7) The geographic areas in which the services are, or will be, offered, including a map describing the service boundaries: Service will be offered throughout the State of South Dakota. See Exhibit E.

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

- * Current balance sheet is attached at Exhibit F.
- * Current income statement is attached at Exhibit G.
- * Terms, conditions and access charges, if any, are shown in Section 2 of Exhibit I, the Applicant's proposed tariff.
- * Applicant does not resell access.
- * The tariff book 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: Questions regarding this Application should be directed to Todd Lowe, President, Visiology, Inc., 16061 Carmel Bay Drive, Northport, Alabama 35475. He can be reached at (205) 330-1701. Questions regarding the on-going operations of the Company (complaints and regulatory matters) should be directed to Carol Scheerer, Meridian Telecom Corporation, 32 legends Way, Woodstock, Georgia 30189 who may be reached via telephone at (770) 926-5512.

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

(10) The Applicant possesses the necessary managerial capability to provide the proposed service. Stephen Scheerer is President of Meridian Telecom Corporation. Stephen started in the communications field in Silicon Valley, California. While Stephen was with Measday Consulting

and functioning as a Marketing Director for Western Union, he was involved in the introduction of EasyLink service. Under his direction, the division's annual revenue increased from \$0 to over \$90 million. Due to the inadequate front end switch that bridges the world of telex and computers, Stephen co-headed a development team that replaced the rocker arm relays in less than six months. He introduced the first LED based fiber optic multiplexer to transmit over two miles and personally sold \$6.7 million worth of products. Stephen was also responsible for designing and creating the software and firmware for the Call Processing Center and the VoxNet voice mail platforms. Stephen has delivered technical presentations for IBM in Armonk, New York and is a sought after speaker and writer for high tech presentations, most recently opening the Voice Processing and Interactive Voice Response Conference at the United Nations. Lawrence Rabine is Secretary of Meridian Telecom Corporation. Since 1973, Lawrence has been in the private practice of law with extensive corporate law, business planning, and tax evaluation experience. Prior to becoming an attorney, Lawrence was a real estate salesperson handling resales, leasing, financing, and mortgage refinancing as well as the management of apartment houses and commercial property. Mr. Rabine received his B.A. from New York University in 1969 and a J.D. degree from Brooklyn Law School.

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

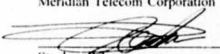
(12) The public interest will be served by the granting of this Application. Meridian submits

that the grant of this Application would serve the public convenience and necessity. Grant of Meridian'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 Meridian 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 Meridian Telecom Corporation authority to transact the business of a reseller of interexchange telecommunications service in the State of South Dakota as set forth above.

Dated at Hartsdale, New York this 26TH day of January, 1995.

Meridian Telecom Corporation



Stephen Scheerer
President

EXHIBITS

Exhibit

South Dakota Certificate of Authority	A
Articles of Incorporation	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

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of MERIDIAN TELECOM CORPORATION (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 under the name of MERIDIAN TELECOM CORPORATION.

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 November 4, 1996.

A handwritten signature in cursive script that reads "Joyce Hazeltime".

JOYCE HAZELTINE
Secretary of State

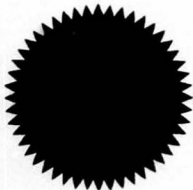


EXHIBIT B

ARTICLES OF INCORPORATION

PREPARED FOR

SOUTH DAKOTA

PUBLIC UTILITIES COMMISSION

CERTIFICATE OF INCORPORATION
OF

Meridian Telecom Corporation
A CLOSE CORPORATION

FIRST: The name of this corporation is Meridian Telecom Corporation

SECOND: Its registered office in the State of Delaware is to be located at Three Christina Centre, 201 N. Walnut St., Wilmington, DE 19801, County of New Castle. The registered agent in charge thereof is The Company Corporation, address "same as above".

THIRD: The nature of the business and the objects and purposes proposed to be transacted, promoted and carried on are to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The amount of total authorized shares of stock of this corporation is 1,500 shares of
NO par value.

FIFTH: The name and mailing address of the incorporator is:
Vanessa Foster, Three Christina Centre, 201 N. Walnut St., Wilmington, DE 19801

SIXTH: All of the corporation's issued stock, exclusive of treasury shares, shall be held of record by not more than thirty (30) persons.

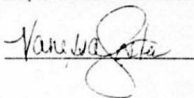
SEVENTH: All of the issued stock of all classes shall be subject to one or more of the restrictions on transfer permitted by Section 202 of the General Corporation Law.

EIGHTH: The corporation shall make no offering of any of its stock of any class which would constitute a "public offering" within the meaning of the United States Securities Act of 1933 as it may be amended from time to time.

NINTH: Directors of the corporation shall not be liable to either the corporation or its stockholders for monetary damages for a breach of fiduciary duties unless the breach involves: (1) a director's duty of loyalty to the corporation or its stockholders; (2) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (3) liability for unlawful payments of dividends or unlawful stock purchases or redemption by the corporation; or (4) a transaction from which the director derived an improper personal benefit.

I, THE UNDERSIGNED, for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate and do certify that the facts herein are true and I have accordingly hereunto set my hand.

DATE: FEBRUARY 24, 1995



CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
MERIDIAN TELECOM CORPORATION

MERIDIAN TELECOM CORPORATION, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify:

FIRST: That, at a meeting of the Board of Directors of MERIDIAN TELECOM CORPORATION, resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this Corporation be amended by changing the Article thereof number "FOURTH" so that, as amended said Article shall be and read, as follows:

"FOURTH: The amount of total authorized shares of stock of this corporation is 100,000 shares of NO par value."

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held, upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting of the necessary number of shares, as required by statute, were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That the capital of said corporation shall not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, said MERIDIAN TELECOM CORPORATION has caused its corporate seal to be hereunto affixed and this certificate to be signed by LAWRENCE S. RABINE, its authorized officer, this 10th day of October, 1996.




LAWRENCE S. RABINE, Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
ED 09 00 AM 10/25/1996
96031387 - 2482733

EXHIBIT C

MANAGEMENT AGREEMENTS

Meridian Telecom Corporation does not have any management agreements.

PREPARED FOR

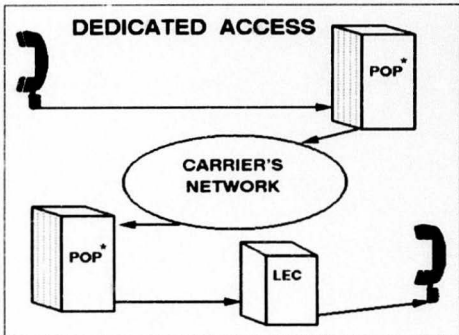
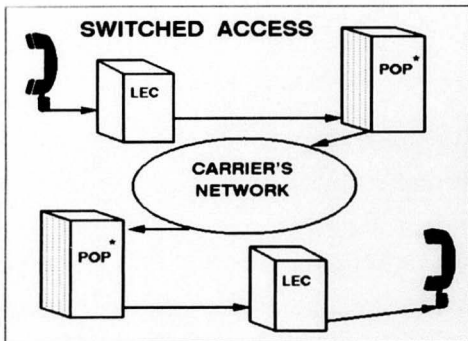
SOUTH DAKOTA

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

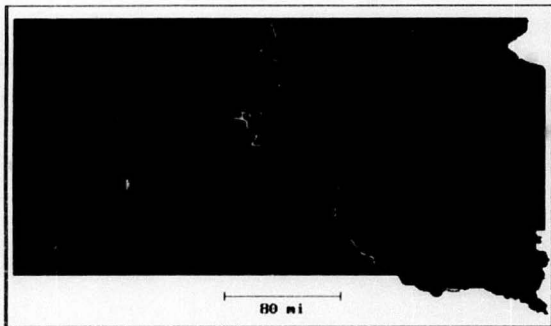


EXHIBIT F

CURRENT BALANCE SHEET

PREPARED FOR

SOUTH DAKOTA

PUBLIC UTILITIES COMMISSION

Meridian Telecom Corporation

Balance Sheet as of September 30, 1996

ASSETS**CURRENT ASSETS:**

Cash in Bank	
Banco Popular	5,074.14
Citibank, N.A.	49,954.33
Nations Bank	<u>12,541.41</u>

Accounts Receivable	\$	67,669.88
Commissions Receivable		94,525.30
		<u>20,025.00</u>
		<u>182,220.18</u>

PROPERTY AND EQUIPMENT:

Equipment	426,023.87
Accumulated Depreciation	<u>0.00</u>
	<u>426,023.87</u>

OTHER:

Organizational Costs	2,250.00
CIC Expenses Paid by MCI	450,000.00
PIC Credits from MCI	500,000.00
Deferred Costs	<u>752,426.68</u>
	<u>1,704,746.68</u>

TOTAL ASSETS	<u>2,312,990.73</u>
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LIABILITIES and STOCKHOLDERS' EQUITY**CURRENT LIABILITIES:**

Notes Payable in less than one year	49,000.00
Accounts Payable	75,800.00
Commissions Payable	<u>16,000.00</u>
	<u>140,800.00</u>

LONG TERM LIABILITIES:

Notes Payable in one year or more	25,000.00
Loans from Shareholders	<u>685,000.00</u>
	<u>710,000.00</u>

STOCKHOLDERS' EQUITY:

Common Stock: 100,000 shares authorized, issued and outstanding	499,606.55
Additional Paid in Capital	950,000.00
Retained Earnings	<u>12,384.18</u>
	<u>1,462,190.73</u>

TOTAL LIABILITIES and STOCKHOLDERS' EQUITY	<u>2,312,990.73</u>
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EXHIBIT G

CURRENT INCOME STATEMENT

PREPARED FOR

SOUTH DAKOTA

PUBLIC UTILITIES COMMISSION

Meridian Telecom Corporation**Income and Expenses****January 1, 1996 to September 30, 1996****INCOME**

Debit Card Sales	\$ 106,400.00
Long Distance Telephone Charge Commissions	20,025.00
TOTAL INCOME	<u>126,425.00</u>

EXPENSES

Debit Card Sales Expenses	\$ 84,600.00
Long Distance Telephone Charge Commissions	3,025.00
Rent	4,500.00
Office Expenses	7,369.00
Telephone Certification Costs	16,713.86

TOTAL EXPENSES	<u>117,007.86</u>
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NET PROFIT	\$ <u>9,417.00</u>
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EXHIBIT H

**ANNUAL REPORT AND REPORT TO
STOCKHOLDERS**

Meridian Telecom Corporation does not prepare an Annual Report or Report to Stockholders.

PREPARED FOR

SOUTH DAKOTA

PUBLIC UTILITIES COMMISSION

EXHIBIT I

TARIFF

PREPARED FOR

**SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION**

Meridian Telecom Corporation
Stephen Scheerer, President
302 Legends Way
Woodstock, Georgia 30189

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

Issued: January 20, 1997
Effective:

MERIDIAN TELECOM CORPORATION

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of long distance telecommunications services provided by Meridian Telecom Corporation with principal offices at 302 Legends Way, Woodstock, Georgia 30189. This Tariff applies to services furnished within the State. This Tariff is on file with the South Dakota Public Utilities Commission and copies may be inspected during normal business hours at the Company's principal place of business.

Meridian Telecom Corporation
Stephen Scheerer, President
302 Legends Way
Woodstock, Georgia 30189

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

Issued: January 20, 1997
Effective:

CHECK PAGE

All of the pages of this Tariff are effective as of the date shown at the top of the page. Original and revised pages as named below comprise all changes from the original Tariff.

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Meridian Telecom Corporation
Stephen Scheerer, President
302 Legends Way
Woodstock, Georgia 30189

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Meridian Telecom Corporation
Stephen Scheerer, President
302 Legends Way
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Meridian Telecom Corporation
Stephen Scheerer, President
302 Legends Way
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Meridian Telecom Corporation
Stephen Scheerer, President
302 Legends Way
Woodstock, Georgia 30189

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Meridian Telecom Corporation
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South Dakota P.U.C. No. 1
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Issued: January 20, 1997
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Meridian Telecom Corporation
Stephen Scheerer, President
302 Legends Way
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South Dakota P.U.C. No. 1
Original Page 8

Issued: January 20, 1997
Effective:

**CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS**

None

SYMBOLS

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

- D - Delete Or Discontinue
- I - Change Resulting In An Increase To A Customer's Bill
- M - Moved To Or From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction To A Customer's Bill
- T - Change In Text Or Regulation But No Change In Rate Or Charge

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:
 - 2.1
 - 2.1.1
 - 2.1.1 (A)
 - 2.1.1 (A).1
 - 2.1.1 (A).1.a
 - 2.1.1 (A).1.a.i
- D. Check Pages - When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff 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.

Meridian Telecom Corporation
Stephen Scheerer, President
302 Legends Way
Woodstock, Georgia 30189

South Dakota P.U.C. No. 1
Original Page 10

Issued: January 20, 1997
Effective:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

Billing Level: Billing Level is calculated using the Applicant's or Customer's most recent long distance telephone bill. Billing Level is the sum of the Applicant's or Customer's interstate, intrastate, and international minutes of use for all ANIs or trunk groups to be provisioned via a service offered by the Company. For Customers with multiple locations, the minutes of use for each location to be billed under a single bill will be included in the calculation to determine the Billing Level. If the Customer's traffic volume varies significantly from month-to-month, the Customer may determine Billing Level by averaging several months' bills. The Company reserves the right to require the Applicant to provide the Company a copy of the long distance telephone bill(s) used in calculating the Billing Level.

Business Affinity Group: A Business Affinity Group is a trade association representing business entities or individuals within an industry, profession, or business classification, or a commercial organization with affiliated franchises, independent agents, independent distributors, business in common or other multiple commercial representatives (e.g. an entity providing a reservation system and its users, an entity and its major suppliers, an entity and its independent dealerships, a service entity and the business to which it provides services under contract), a professional trade association representing state associations, or a buying group not organized for the purpose of qualifying for the discounts provided for herein. Unless otherwise specified in this Tariff or in the agreement with the Business Affinity Group, Customers who subscribe to service under this agreement are not entitled to any promotional discounts or credits described elsewhere in this tariff and their usage of the services under the agreement cannot be used to qualify for any other benefits under this Tariff or under contractual arrangements between the Company and third parties who have subscribed to service through the Affinity Group and later cease to be members.

Business Customer: A Business Customer is a Customer who subscribes to the Company's service(s) in the name of business, trade, or profession.

CAP: CAP is an acronym for Competitive Access Provider which is any provider of local access service other than the Local Exchange Carrier.

Meridian Telecom Corporation
Stephen Scheerer, President
302 Legends Way
Woodstock, Georgia 30189

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

Issued: January 20, 1997
Effective:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Cardholder: Cardholder is the associate, member, Customer or other individual that uses the Company's Prepaid Calling Card service.

CDR: CDR stands for Call Detail Record.

CLEC: CLEC stands for Competitive Local Exchange Carrier and is any carrier or reseller offering local exchange telecommunications services other than the LEC.

Company: Company refers to Meridian Telecom Corporation

Commission: Commission refers to the South Dakota Public Utilities Commission.

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

Customer: The Customer is a person or legal entity which subscribes to the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

Dedicated Access: If a Customer's location has a direct path to the long distance network of the DUC or the Company's switch, it is considered Dedicated Access. When Dedicated Access is required to access the Company's Services, the Customer is responsible for obtaining access. In telecommunications terminology, this is also referred to as special access.

DUC: DUC stands for Designated Underlying Carrier.

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

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Exemption Certificate: An Exemption Certification is a written notification wherein the Customer certifies that its dedicated facility should be exempted from the monthly special access surcharge because, for example, the facility is associated with a Switched Access service that is subject to carrier common line charges.

Inbound Service: 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) NXX-XXXX, which terminates at the Customer's location.

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

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

LATA: LATA stands for Local Access Transport Area which is a geographic boundary established by the Modification of Final Judgement.

LEC: LEC stands for Local Exchange Carrier.

MOU: MOU stands for Minutes Of Use.

Modification of Final Judgment: Modification of Final Judgment refers to the judicial opinion set forth at United States vs. American Telephone & Telegraph Company, 552 F. Supp. 131 (D.C. 1982).

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

NXX: NXX is the first three digits of the Customer's telephone number. N is a number between 2 and 9. X is a number between 0 and 9.

PBX: PBX stands for Private Branch Exchange.

Person-to-Person: A Person-to-Person call is any call whereby the person originating a call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant. Person-to-Person calls are provided by an operator.

PIC: PIC stands for Primary Interexchange Carrier.

PIN: PIN stands for Personal Identification Number which is a unique number assigned for the purpose of accessing calling card or Prepaid Calling Card service(s).

Point-of-Sale: Point-of-Sale is the location at which the Cardholder purchases the Prepaid Calling Card.

POP: POP is an acronym for Point-of-Presence and is the central office of the DUC where the LEC or CLEC hands off the traffic of the Company's Customers or where the T-1.5 digital facility interconnects with the DUC's POP or the Company's switch.

Postalized: The United States Post Office charges a flat rate irrespective of how far it carries the mail within the country. Postalized services are services whose rates are structured so that they are not distance sensitive but depend on other factors such as the duration of the call.

Prepaid Calling Card: Prepaid Calling Card service allows a Customer to purchase a predetermined amount of access to the Company's long distance services prior to the use of service. Prepaid Calling Cards are also called debit cards.

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Primary Interexchange Carrier: Primary Interexchange Carrier is the long distance company to which traffic from a given location is automatically routed when dialing 1+ in equal access areas. The Primary Interexchange Carrier is identified by a code number which is assigned by the local telephone company to the telephone numbers of all the subscribers to that carrier to ensure the calls are routed to the correct company.

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

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

Residential Affinity Group: A Residential Affinity Group is a group with a common employer whose employer agrees to meet a specific set of criteria within twelve (12) months of undertaking to qualify as an Affinity Group and thereafter maintains them, the alumni of a college, university, or other institution of higher learning who are members of an association, individuals who are members of any organization or association (e.g. a professional association, non-profit organization, or buying club) where the organization or association agrees to meet a specific set of criteria within twelve (12) months of undertaking to qualify as an affinity group and thereafter maintains them. Unless otherwise specified in this Tariff or in the agreement with the Residential Affinity Group, Customers who subscribe to service under this agreement are not entitled to any promotional discounts or credits described elsewhere in this Tariff and their usage of the services under the agreement cannot be used to qualify for any other benefits under this Tariff or under contractual arrangements between the Company and third parties who have subscribed to service through the affinity group and later cease to be members.

Residential Customer: A Residential Customer is a Customer who subscribes to the Company's service(s) in a non-business, trade, or professional name.

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Service Platform: The Service Platform is the proprietary technology and associated computer equipment that is used in conjunction with Prepaid Calling Card service(s).

State: State refers to the State of South Dakota.

Station-to-Station: For the purposes of this Tariff, Station-to-Station is any operator handled call which is not a Person-to-Person call.

Switched Access: If the Customer's location has a transmission line that is switched through the LEC or ALEC to reach the long distance network of the DUC or the Company's switch, the access is Switched Access.

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

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2.1 Undertaking of the Company

This Tariff contains the description, regulations, and rates applicable to intrastate InterLATA and intrastate IntraLATA telecommunications service offered by Meridian Telecom Corporation with principal offices located at 302 Legends Way, Woodstock, Georgia 30189. The Company resells the services of the DUC. Service is furnished for communications originating and terminating at points within the State under terms of this Tariff.

2.2 Limitations On Service

- 2.2.1 Service is offered subject to the availability of facilities and/or equipment from the Company or the DUC, the Company's ability to fulfill the order, 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 and/or equipment are not available or from any location where the necessary state regulatory approvals have not been obtained.
- 2.2.2 Calls that may not be completed using the Company's Prepaid Calling Card service include directory assistance service, operator services, busy line verification service, interruption service, calls requiring time and charges, air-to-ground calls, marine/satellite calls, and calls placed via dialing a 700, 800/888, or 900 number.
- 2.2.3 The Company reserves the right to discontinue service without liability, or to limit the use of service when necessitated by conditions beyond the Company's control, or when the Customer is using service in violation of the law or in violation of the provisions of this Tariff.

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2.2 Limitations On Service (continued)

2.2.4 Conditions under which the Company may, without notice, terminate service with, out liability include, but are not limited to:

- (A) Customer's use of the service constitutes a violation of either the provisions of this Tariff, or of any laws, or government rules, regulations, or policies; or,
- (B) Any order or decision of a court or other governmental authority prohibits the Company from offering such service; or,
- (C) The Company deems termination necessary to protect the Company or third parties against fraud, or to otherwise protect the Company's personnel, agents, or service; or,
- (D) Customer's, Cardholder's, or End User's misuse of the DUC's network or the Company's switching equipment; or
- (E) Customer's, Cardholder's, or End User's use of the DUC's network or the Company's switch for any fraudulent or unlawful purpose; or,
- (F) Emergency, threatened, or actual disruption of service to other Customers; or
- (G) Unauthorized or fraudulent procurement of service, including a misrepresentation of fact relevant to the conditions under which the applicant or Customer may obtain or continue to receive service; or
- (H) Abandonment of the premises served.

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2.2 Limitations On Service (continued)

2.2.5 Conditions under which the Company may, with notice, terminate service without liability include, but are not limited to:

- Insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, or pre-arranged account code numbers; or,
- Non-payment of any sum owed the Company; or
- Failure to pay for or provide assurances of, or security for, the payment of the Company's charges as per Section 2.8.1 and 2.8.2 of this Tariff.

2.2.6 Initial and continuing service is offered subject to the availability of necessary facilities and/or equipment, including those to be provided by the DUC(s), the Company, the CAP(s), CLEC, or the LEC.

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2.2 Limitations On Service (continued)

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

- (a) Use of service of the Company for a message or messages, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another; or
- (b) Use of service in such a manner as to interfere unreasonably with the use of service by one or more other Customers; or
- (c) Any calls placed by means of illegal equipment, service, or device.

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

2.2.9 To control fraud, service may be discontinued by the Company without incurring liability by blocking all traffic or by blocking traffic to or from certain NPA-NXXs, cities, or individual telephone stations for any service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.

2.2.10 The Company reserves the right to change DUCs at any time.

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2.2 Limitations On Service (continued)

- 2.2.11 The Company reserves the right, without incurring liability, to refuse to provide service to or from any location where the necessary facilities and/or equipment are not available.
- 2.2.12 The availability of 800/888 numbers from the Company is limited by the Company's ability to obtain 800/888 numbers from the DUC.
- 2.2.13 All Switched Access services are only available in equal access areas. All Dedicated Access services are available anywhere in the United States where the Company has obtained the appropriate regulatory approval if required. Calling card and Prepaid Calling Card calls may originate anywhere in the State.
- 2.2.14 The selection of the DUC is made by the Company.
- 2.2.15 If the Customer dials 0+ the called number, the calling card number, and the associated PIN, the call will be completed by the DUC. However, the Customer will be billed by the DUC at the rate in the DUC's tariff.
- 2.2.16 For inbound services, the Customer may select to receive calls from the (1) U.S. Mainland; (2) United States; or (3) United States, Puerto Rico, and Virgin Islands. The Customer may further restrict the receipt of inbound calls from within the United States by area code, LATA, NPA-NXX, or by RBOC territory.
- 2.2.17 All services provided according to this Tariff are intrastate add-on services available from the Company only if the Customer subscribes to the Company's Comparable interstate service offering or interstate promotional offering. Intrastate service is not sold on a stand-alone basis.

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2.3 Limitation of Liability

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

2.3.1 The Company will not be liable for:

- (A) Failure or delay in the delivery of ordered Prepaid Calling Cards.
- (B) Any act or omission of any other company or companies furnishing a portion of the service or furnishing facilities or equipment associated with such service.
- (C) Damages caused by the fault or negligence or willful misconduct of the Customer.
- (D) Any failure to provide or maintain service under this Tariff due to circumstances beyond the Company's reasonable control.
- (E) Any 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 the Company through judicial or administrative proceedings.

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2.3 Limitation of Liability (continued)

2.3.1 (c) ntinued)

- (F) 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 800/888 number by mistake.
- (G) Any action, such as blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unlawful use of its service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties. The liability provided for above, will, in each case, be in addition to any amounts that may otherwise be due the Customer under this Tariff as a credit allowance for the interruption of service.

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2.3 Limitation of Liability (continued)

- 2.3.2 The Company will have no liability to the Customer or any third party for any claims that a Prepaid Calling Card or its PIN has been lost, stolen, or fraudulently used. In no event will the Company be obligated to restore any Prepaid Calling Card account or otherwise reimburse any Cardholder for any calls charged to the Prepaid Calling Card account which such Cardholder denies having made.
- 2.3.3 If the Company issues a Prepaid Calling Card and the PIN will not access the Company's Service, the Company's sole liability will be the manufacturing and shipping costs associated with replacing such cards. This obligation is exclusive and is in lieu of all other warranties, express or implied, including but not limited to, any warranty of merchantability or fitness for a particular purpose. In no event will the Company be liable for special or consequential damages arising from the relationship or the conduct of business contemplated herein.
- 2.3.4 If Company chooses to subcontract the printing of the Prepaid Calling Cards, Company cannot be held liable for delays of delivery or any other problem(s) that are directly related to the subcontractor.

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2.3 Limitation of Liability (continued)

- 2.3.5 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 assignees 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. In addition, all 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.
- 2.3.6 With respect to service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.
- 2.3.7 The Company may rely on CAPS, CLECs, LECs, DUCs, or other third parties to provide a portion of the Company's service.
- 2.3.8 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.
- 2.3.9 Under no circumstances whatsoever will the Company or its officers, agents, or employees be liable for indirect, incidental, special or consequential damages.

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2.3 Limitation of Liability (continued)

2.3.10 The Company's will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:

- (A) Unavoidable interruption in the working of transmission facilities; or
- (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
- (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; 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.

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2.3 Limitation of Liability (continued)

- 2.3.11 The Company will use its best efforts to provide competent services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide service to its Customers, Cardholders, or End Users; negligent or defective services to Customers, Cardholders, or End Users; equipment, computer, network, or electrical malfunctions or any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.
- 2.3.12 In the event the Company or the DUC learn of possible fraudulent use of any Company 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.
- 2.3.13 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of providing Service hereunder, where such damages were not caused by the Company's willful misconduct, 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 occurred. The Company shall not be liable for damages caused by the negligence or willful misconduct of the Customer.

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2.4 Use of Service

2.4.1 The service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of service. 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 service provided to others or that could harm the facilities of the Company or others.

2.4.2 Service furnished by the Company may be arranged for joint use or authorized use. The joint user or authorized user will be permitted to use such service in the same manner as the Customer, but subject to the following conditions.

- (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.

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2.4 Use of Service (continued)

2.4.2 (continued)

(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. If 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 the Company's service. Each joint or authorized user must submit to the designated Customer a letter guaranteeing payment for the joint or authorized user's 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.

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

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2.4 Use of Service (continued)

- 2.4.4 Service furnished by the Company will not be used for any unlawful or fraudulent purposes such as use of electronic devices, invalid numbers, and false credit devices to avoid payment for service contained in this Tariff either in whole or in part. Service furnished by the Company will not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another. Nor will service be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, or an enhanced or electronic service provider who has subscribed to the Company's service. However, this provision does not preclude an agreement between the Customer, authorized user, or joint user to share the cost of the service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.
- 2.4.5 A Customer of the Company's Inbound Service will provide not less than ten (10) business days' notice prior to implementation of special advertising or other new promotions likely to stimulate usage.
- 2.4.6 If a Customer of the Company's Inbound Service is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend service temporarily and/or deny requests for additional service. The Company will give the Customer ten (10) days' written notice via certified U.S. Mail, of intent to suspend or deny service due to such non-compliance.
- 2.4.7 The Customer will be billed directly by the CLEC, LEC, or CAP or any other authorized access provider for the Dedicated Access arrangements selected by the Customer for the provisioning of certain Company services.

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2.5 Obligations of the Customer

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

- (A) Any claim asserted against the Company (and all attorney fees and expenses incurred by the Company with respect thereto) arising out of or relating to the failure of the Company to provide service to Customers, Cardholders, or End Users.
- (B) Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting (1) 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, or unauthorized or illegal acts of the Customer, its employees, agents, or independent contractor or (2) from claims by third parties that any Prepaid Calling Cards or PINs have been lost, stolen, or fraudulently issued or used; provided, however, that the Company will have no liability hereunder for special or consequential damages incurred by the Company; (3) or in the event that the Company chooses to have another company print their Prepaid Calling Cards, Company cannot be held liable for delays of delivery or any other problem that are directly to the third party.
- (C) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's material, data, information, or other content transmitted via service.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 (continued)

- (D) Violation by Customer of any other literary, intellectual, artistic, dramatic, or musical right.
- (E) Violations by Customer of the right to privacy.
- (F) Any other claims whatsoever relating to or arising from message content or the transmission thereof.
- (G) All other claims arising out of any act or omission of the Customer in connection with service provided by the Company.
- (H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision of service, where such loss, claim, demand, suit, action, or liability is not the direct result of the Company's negligence or willful misconduct.
- (I) All lost or stolen calling cards or Prepaid Calling Cards.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.2 If a Customer directly or indirectly authorizes third parties to use the service, the Customer will indemnify and hold the Company harmless against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties.
- 2.5.3 If a Prepaid Calling Card has a customized design, the design will be subject to the Company's review and approval, in the Company's sole discretion. The Company will deliver to the Customer a prototype of a customized Prepaid Calling Card. The Customer will advise the Company, in writing, of its approval of, or request for revisions of, such prototype prior to the Company's fulfillment of the Customer's order. Any such requested revisions to the customized design will be subject to the Company's approval. The Customer is responsible for all costs incurred by the Company in manufacturing a customized Prepaid Calling Card.
- 2.5.4 Upon the Customer's receipt of Company Prepaid Calling Cards, the Customer will assume all risk of loss or misuse of such Prepaid Calling Cards.
- 2.5.5 If Dedicated Access is a required condition for subscribing to one of the Company's services, the Customer is responsible for obtaining the Dedicated Access.
- 2.5.6 The Customer is responsible for payment of all charges for Company service(s) regardless of whether the Customer's facilities were fraudulently used.

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2.6 Obligations of a Reseller

- 2.6.1 In addition to the obligations contained in Section 2.5 of this Tariff, the obligations contained in Sections 2.6.2 through 2.6.12 of this Tariff apply to Customers that are Resellers. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company immediately and irrevocably terminating service(s) without incurring any liability. Notification of termination of service(s) may be done in person or in writing.
- 2.6.2 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.
- 2.6.3 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.
- 2.6.4 The Reseller will secure and maintain a signed copy of the "letter of agency" from the end user which defines the relationship between the end user and the Reseller.
- 2.6.5 The Reseller will assume all responsibility for PIC disputes and complaints with the local exchange carriers.

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2.6 Obligations of a Reseller (continued)

- 2.6.6 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.
- 2.6.7 The Reseller must agree to all credit and collection requirements established by the Company.
- 2.6.8 The Reseller must assume all risk bad debt.

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2.6 Obligations of a Reseller (continued)

- 2.6.9 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).
- 2.6.10 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.
- 2.6.11 Resellers will be responsible for paying all taxes, surcharges, and fees based upon the taxing jurisdiction's rules and regulations.
- 2.6.12 In addition to the other provisions in this Tariff, Customers reselling service will be responsible for all interaction and interface with their own subscribers or customers. The provision of Company service will not create a partnership or joint venture between the Company and the Reseller nor result in a joint offering to third parties.

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2.7 Obtaining Service

2.7.1 General

To obtain service other than the Company's Prepaid Calling Card service, the Applicant must sign a letter of agency. The Applicant must also establish credit satisfactory to the Company as provided in Section 2.7.2.

2.7.2 Establishment of Credit

(A) Applicant

For all services except for the Company's Prepaid Calling Card service, the Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed application, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires. The Company shall 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. Such information shall be the major factor in decisions regarding satisfactory or unsatisfactory credit and deposit amounts.

(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.

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits

2.8.1 General

Any Applicant whose credit is not acceptable to the Company as provided in Section 2.7.2 hereof may be required to make a deposit to be held by Company as a guarantee of payment for service provided under this Tariff. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by the Company if the conditions of service or the basis on which credit was originally established have materially changed.

2.8.2 Amount of Deposit

(A) Business Customer

The amount of any deposit shall not exceed the estimated charges for two months' Service. The Company shall determine the amount of the deposit.

(B) Residential Customer

The Company may require a deposit based on the average cost of Service for two months or \$130, whichever is less, payable in up to three monthly installments.

2.8.3 Interest on Deposits

The Company will not pay interest on deposits.

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2.8 Customer Deposits (continued)

2.8.4 Return of Deposit

A deposit will be returned:

- When an application for service has been canceled prior to the establishment of service.
- At the end of one year of satisfactory payments for service.
- Upon discontinuance of service.

Notwithstanding the foregoing, prior to the return, deposits will be applied to any outstanding charges to the Customer for service, and only the excess, if any, will be returned.

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SECTION 2 - RULES AND REGULATIONS

2.9 Payment For Services

2.9.1 General

The billing period is one month. Invoices are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. Charges may be assessed for unbilled traffic up to two years in arrears.

2.9.2 Methods Of Payment

The Company utilizes two billing options. They include direct billing and LEC billing. See Section 3 of this Tariff for a description of services and the billing methods available under each service offering.

(A) Direct Billing By Company Or Authorized Billing Agent

- 1 Bills are sent to the current billing address no later than thirty (30) days following the close of billing. Call detail is included with the bill. The due date is disclosed on the bill. Payment in full is due within fifteen (15) days of the invoice date on the bill. Charges are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, electronic wire transfer, or by automatic withdrawal from Customer's checking or savings account. Customer may also pay via Credit Card. Checks should be made payable as named on the bill and should be sent to the address as listed 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.

SECTION 2 - RULES AND REGULATIONS

2.9 Payment For Services (continued)

2.9.2 Method Of Payment (continued)

(A) Direct Billing By Company Or Authorized Billing Agent

- .3 With Credit Card billing, the charges for services provided by the Company are billed on the Customer's designated and approved Credit Card bill. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company.
- .4 If the Customer utilizes electronic fund transfer, Customer arranges for the charges for services provided by the Company to be transferred from the Customer's designated checking or saving account into the Company's bank account designated by the Company for this purpose.
- .5 If the Customer utilizes automatic withdrawal, the Customer arranges for the charges for services provided by the Company to be automatically transferred from the Customer's designated checking account at an approved financial institution into the Company's bank account designated by the Company for this purpose. If at the time the Company issues an automatic withdrawal request to the bank, the withdrawal is rejected by the bank, the Company may assess a insufficient funds charge of \$20.00.
- .6 If a Customer subscribing to a service that is direct billed is late in paying its bill for two consecutive months, direct payment will no longer be available as a payment option. In order to continue service, the Customer must choose between Credit Card billing, automatic withdrawal from checking or savings account, or LEC billing.

SECTION 2 - RULES AND REGULATIONS

2.9 Payment For Services (continued)

2.9.2 Method Of Payment (continued)

(B) LEC Billing

With LEC billing, the Customer's charges for the Company's services 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 bill and late charges are the same as covered in the applicable LEC tariff.

2.9.3 Payment for Prepaid Calling Card Usage

All charges for Prepaid Calling Card services must be paid in advance. No Prepaid Calling Card PIN will be activated until payment, in U. S. Dollars and in full, has been received by the Company. If the Customer pays via check, the PIN is activated after the check clears the bank.

2.9.4 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.

SECTION 2 - RULES AND REGULATIONS

2.10 Customer Service

2.10.1 General

Customer Service may be contacted in writing at 302 Legends Way, Woodstock, Georgia 30189.

2.10.2 Customers Subscribing to Prepaid Calling Card Service

Customers may contact a Customer Service Representative by dialing a toll-free number. The toll-free number is listed on the Prepaid Calling Card. Customer service representatives are available 8:00 AM to 5:00 PM eastern time Monday through Friday excluding holidays. After hours and on holidays, calls go to a voice mail system. If the call is not an emergency, the call will be returned the next business day. If the call is an emergency, the Customer may page the on-call Customer Service Representative.

2.10.3 Customers Subscribing to All Other Services

- (A) Customers may contact customer service by dialing a toll-free number. Customer Service Representatives are available 8:00 AM to 5:00 PM eastern time Monday through Friday excluding holidays. After hours and on holidays, calls go to a voice mail system. If the call is not an emergency, the call will be returned the next business day. If the call is an emergency, the Customer may page the on-call Customer Service Representative.

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2.10 Customer Service (continued)

2.10.3 Customers Subscribing to All Other Services (continued)

- (B) The Company maintains two toll-free numbers. One toll free number is for Customers that are direct billed by the Company or the Company's authorized billing agent. The second toll-free number is for billing inquiries or billing disputes from Customers that are LEC billed. The toll-free number is listed on the Customer's bill. For billing inquiries or billing disputes, Customer Service Representatives are available 8:00 AM to 5:00 PM eastern time Monday through Friday excluding holidays. After hours and on holidays, calls go to a voice mail system. The call will be returned the next business day.

2.10.4 Billing Disputes

Disputes with respect to charges must be presented to the Company in writing within sixty (60) calendar days from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer. Written responses must be sent to the Company's customer service organization as per Section 2.10.1 of this Tariff. If the Customer is not satisfied with the Company's resolution of a billing inquiry or a billing dispute, the Customer may make application to the Commission for review and disposition of the matter. The Commission's address and telephone number are South Dakota Public Utilities Commission, 500 East Capitol Avenue, Pierre, SD 57501-5070, 605-773-3201 or 1-800-332-1782.

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2.11 Cancellation By Customer

2.11.1 General

Except for Prepaid Calling Card service and service(s) provided under a term plan agreement, a Customer may cancel service by giving thirty (30) days' written notice to the Company. Such notice should be addressed to the Company's customer service organization at the address specified in Section 2.10.1 of this Tariff.

2.11.2 Customer With Switched Access

Cancellation of the Customer's service will be effective when the LEC or CLEC changes the PIC code or when the DUC or CAP cancels the service.

2.11.3 Customer With Dedicated Access

Cancellation of the Customer's service will be effective when the DUC cancels the service offered by the Company or when the Customer's Dedicated Access facilities are moved to another carrier.

SECTION 2 - RULES AND REGULATIONS

2.12 Cancellation By Company

The Company may terminate service to the Customer upon five (5) days' written notice to the Customer for any condition listed in Section 2.2.4. If the Company delivers the notice to the Customer's premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known address and mailed first class or some type of express over night delivery. The selection of the method of delivering the notice is made by the Company.

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

2.13 Timing of Calls

Calls are timed by the DUC that carries the call. Conversation time is defined as when two way communications between the calling and called party is possible. On person-to-person calls, chargeable time begins when connection is established between the calling person and the particular person or station specified or an agreed alternate. If the End User of a calling card or a Prepaid Calling Card uses the conference calling feature of the Prepaid Calling Card, the third leg of the call is timed separately. Timing of the third leg of the call begins when the called station answer and terminates when the called station hangs up.

SECTION 2 - RULES AND REGULATIONS

2.14 Rate Periods

2.14.1 General

Different rates may be applicable to a call at a different time of the day and on certain days of the week, as specified in the appropriate rate schedule for that call. The rate periods shown below apply. All times shown are local time at the calling station in case of an outbound call and at the called station in case of an inbound call.

2.14.2 Day, Evening, and Night Rate Periods

Rate Period	Times Applicable		
	From	To, But Not Including	Days Applicable
Day	8:00 AM	5:00 PM	Mon - Fri
Evening	5:00 PM	11:00 PM	Sun - Fri
Night	11:00 PM	8:00 AM	All days
	8:00 AM	11:00 PM	Saturday
	8:00 AM	5:00 PM	Sunday

2.14.3 Peak and Off-Peak

The peak rate period is 7:00 AM to but not including 7:00 PM, Monday through Friday. The off-peak rate period is all other times.

2.14.4 Standard and Discount

The standard rate period is 8:00 AM to but not including 5:00 PM, Monday through Friday. The discount rate period is all other times.

SECTION 2 - RULES AND REGULATIONS

2.15 Initial and Additional Period

Each usage sensitive service has its own specific initial period and additional period as specified in Section 3 of this Tariff. For all services, fractions of a billing increment are rounded up to the next higher increment.

2.16 Changes to Service Offerings

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

2.17 Determining Rate In Effect

For outbound services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the calling station determines the rate in effect. For Inbound Services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the called station determines the rate in effect. When a unit of time is split between two rate periods, each rate period applies to the portion of the call that occurred during that rate period.

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2.18 Holiday Rates

Holiday rates apply to the following services:

- Alliance Choice
- Alliance Choice Plus
- Victory Choice
- Victory Choice Plus
- Meridian Time Line
- Meridian Time Line Plus
- Operator Toll Assistance

The term Holiday denotes all the following holidays:

- New Year's Day#
- Independence Day#
- Labor Day
- Thanksgiving Day
- Christmas Day#
- President's Day*

For services with a day, evening, and night rate period, the evening rate applies on a holiday unless a lower rate would normally apply. For services with a peak and off-peak rate period, the off-peak rate applies on a holiday unless a lower rate would normally apply. If the holiday is followed by "*", the holiday applies to Federally observed day only. If the holiday is followed by "#", the following rules apply. When this holiday falls on a Sunday, the holiday is observed on the following Monday. When this holiday falls on a Saturday, the holiday is observed on the preceding Friday.

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2.19 Rounding

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.

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2.20 Taxes

2.20.1 General

In addition to the charges specifically pertaining to services, certain federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations.

2.20.2 Prepaid Calling Card Services

The rate per unit indicated in Section 4 of this Tariff is inclusive of all surcharges, taxes, and fees except for Point-of-Sale ("sales") taxes.

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2.20 Taxes (continued)

2.20.3 All Other Services

- (A) 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 Section 4 or Section 6 of this Tariff.
- (B) In order to be granted tax exempt status, a Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time service is ordered. Failure to provide the required documentation at the time service is ordered will 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 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.

2.21 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.

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2.22 Interruption of Service

2.22.1 Recurring Monthly Charges

No credit for recurring monthly charges will be issued for outages less than twenty-four (24) hours in duration. For Customers with service subject to a monthly recurring charge, service interruptions of greater than twenty-four (24) hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the service.

2.22.2 Prepaid Calling Card Calls

Credits will not be issued for cut-off, poor transmission, or wrong number.

2.22.3 All Other Usage Sensitive Services

Credit allowances for the interruption of usage sensitive service are subject to the general liability provisions set forth in Section 2.3.13 preceding. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble 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.

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2.23 Term Plans

2.23.1 Customer Cancels Term Plan

If prior to the expiration of the term plan the Customer cancels the term plan, the Company will bill and the Customer will pay an early termination penalty. To determine the amount of the early termination penalty, multiply 20% times the average monthly usage times the total number of months covered under the term plan agreement.

2.23.2 Expiration of Term Plan

No later than sixty (60) days prior to the expiration date of a term plan agreement, the Company may give notice to the Customer or the Customer may give notice to the Company of its intent to discontinue service under the conditions of the term plan agreement. If neither the Customer or the Company provides such notice, the term plan will automatically renew for one year.

SECTION 2 - RULES AND REGULATIONS

2.24 Fraud Control

2.24.1 General

To control fraud, Service may be discontinued by the Company without incurring liability by blocking all traffic or by blocking traffic to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk.

2.24.2 Prepaid Calling Card Services

(A) Prior to Activation of PIN

- .1 The Company determines when the PIN will be activated. To help control fraud, the PIN may not be activated until the Cardholder's first utilization of the PIN.
- .2 If the Customer notifies the Company that a particular Prepaid Calling Card has been lost or stolen prior to the activation of its PIN, the Company will use its best efforts to ensure that such PIN is not activated.

(B) After Activation of PIN

Only one call per Prepaid Calling Card account will be processed at any given time.

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2.24 Fraud Control (continued)

2.24.3 Calling Card Services

If the Company or the DUC learn of possible fraudulent use of any of the Company's calling 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

2.25 Determination of Airline Mileage

For the purpose of determining airline mileage, vertical and horizontal grid lines have been established across the state. The spacing between adjacent vertical grid lines and between horizontal grid lines represents a distance of one coordinate unit. The unit is the square root of 0.1, expressed in airline miles. A vertical (V) and a horizontal (H) coordinate is computed for each rate center from its latitude and longitude location by use of appropriate map-projection equations. A pair of V&H coordinates locates a rate center, for determining airline mileage, at a particular intersection of an established vertical grid line with an established horizontal grid line. The distance between any two rate centers is the airline mileage computed as explained as follows.

2.25.1 Mileage Calculation

- (A) Obtain the "V" and "H" coordinates for each rate center.
- (B) Obtain the difference between the "V" coordinates of the two rate centers. Obtain the difference between the "H" coordinates. The difference is always obtained by subtracting the smaller coordinate from the large coordinate.
- (C) Divide each of the differences in B preceding by three, rounding each quotient to the nearer integer.
- (D) Square these two integers and add the two squares. If the sum of the squares is greater than 1777, divide the integers obtained in C preceding by three and repeat Step D. Repeat this process until the sum of the squares obtained in Step D is less than 1778.

SECTION 2 - RULES AND REGULATIONS

2.25 Determination of Airline Mileage (continued)

2.25.1 Mileage Calculation (continued)

- (E) The number of successive division by three in Steps C and D determines the value of "N". Multiply the final sum of the two squares obtained in Step D by the multiplier specified in the following table for the value of "N" preceding.

N	Multiplier	Minimum Rate Mileage
1	0.9	-
2	8.1	41
3	72.9	121
4	656.1	361
5	5,904.9	1,081
6	53,144.1	3,241

- (F) Obtain square root of product in E preceding and with any resulting fraction, round up to the next higher integer. This is the message rate mileage except that when the mileage so obtained is less than the minimum rate mileage show in E preceding, the minimum rate mileage corresponding to the "N" value is applicable.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Commercial Services

3.1.1 Corporate Plan

(A) Description of Service

The Corporate Plan is a combination inbound and outbound, postalized long distance pricing plan. The initial period is eighteen (18) seconds or fraction thereof. The additional period is each six (6) seconds or fraction thereof. Customers subscribing to the Corporate Plan will be direct billed by the Company or its authorized billing agent.

(B) Term Plans

The Customer may subscribe to the Corporate Plan under a no term, 1 year, or 2 year term plan. Customers subscribing to the service under a no term agreement are billed under the basic billing option. Customers that subscribe to the service under a 1 year or 2 year term plan are billed under management features billing option.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Commercial Services (continued)

3.1.1 Corporate Plan (continued)

(C) Rate Plans (continued)

.1 Corporate Basic I

Corporate Basic I is available to Business Customers (1) that utilize Switched Access to reach the long distance network of the DUC, and (2) that request to be provisioned under this service. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule B of this Tariff.

.2 Corporate Basic II

Corporate Basic II is available to Business Customers (1) that utilize Switched Access to reach the long distance network of the DUC; (2) that request to be provisioned under this service; and (3) whose Billing Level is at least \$100. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule B of this Tariff.

.3 Corporate Basic III

Corporate Basic III is available to Business Customers (1) that utilize Switched Access to reach the long distance network of the DUC; (2) that request to be provisioned under this service; and (3) whose Billing Level is at least \$250. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule B of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Commercial Services (continued)

3.1.1 Corporate Plan (continued)

(C) Rate Plans (continued)

.4 Corporate Preferred I

Corporate Preferred I is available to Business Customers (1) that utilize Switched Access to reach the long distance network of the DUC; (2) that request to be provisioned under this service; and (3) whose Billing Level is at least \$500. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule B of this Tariff.

.5 Corporate Preferred II

Corporate Preferred II is available to Business Customers (1) that utilize Switched Access to reach the long distance network of the DUC; (2) that request to be provisioned under this service; and (3) whose Billing Level is at least \$1,000. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule D of this Tariff.

.6 Corporate Elite I

Corporate Elite I is available to Business Customers (1) that utilize Switched Access to reach the long distance network of the DUC; (2) that request to be provisioned under this service; and (3) whose Billing Level is at least \$5,000. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule D of this Tariff.

.7 Corporate Elite II

Corporate Elite II is available to Business Customers (1) that utilize Switched Access to reach the long distance network of the DUC; (2) that request to be provisioned under this service; and (3) whose Billing Level is at least \$10,000. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule D of this Tariff.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Commercial Services (continued)

3.1.2 Decision Plan

(A) Description of Service

The Decision Plan is a combination inbound and outbound, postalized long distance pricing plan available to Business Customers (1) that utilize Dedicated Access to reach the long distance network of the DUC, and (2) that request to be provisioned under this service. The initial period is eighteen (18) seconds or fraction thereof. The additional period is each six (6) seconds or fraction thereof. Customers subscribing to the Decision Plan will be direct billed by the Company or its authorized billing agent.

(B) Term Plans

The Customer may subscribe to the Decision Plan under a no term, 1 year, or 2 year term plan. Customers subscribing to the service under a no term agreement are billed under the basic billing option. Customers that subscribe to the service under a 1 year or 2 year term plan are billed under management features billing option.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Commercial Services (continued)

3.1.2 Decision Plan (continued)

(C) Rate Plans

.1 Decision Basic I

Decision Basic I rates apply to Customers whose Billing Level is at least \$2,000. For rates and charges, see Sections 4.2 and 4.4, Rate Schedule B of this Tariff.

.2 Decision Basic II

Decision Basic II rates apply to Customers whose Billing Level is at least \$3,000. For rates and charges, see Sections 4.2 and 4.4, Rate Schedule B of this Tariff.

.3 Decision Preferred I

Decision Preferred I rates apply to Customers whose Billing Level is at least \$4,000. For rates and charges, see Sections 4.2 and 4.4, Rate Schedule B of this Tariff.

.4 Decision Preferred II

Decision Preferred II rates apply to Customers whose Billing Level is at least \$5,000. For rates and charges, see Sections 4.2, Rate Schedule D of this Tariff. For rates and charges, see Sections 4.2 and 4.4, Rate Schedule D of this Tariff.

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Stephen Scheerer, President
302 Legends Way
Woodstock, Georgia 30189

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Commercial Services (continued)

3.1.2 Decision Plan (continued)

(C) Rate Plans

.5 Decision Elite I

Decision Elite I rates apply to Customers whose Billing Level is at least \$8,000. For rates and charges, see Sections 4.2 and 4.4, Rate Schedule D of this Tariff.

.6 Decision Elite II

Decision Elite II rates apply to Customers whose Billing Level is at least \$10,000. For rates and charges, see Sections 4.2 and 4.4, Rate Schedule D of this Tariff.

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Stephen Scheerer, President
302 Legends Way
Woodstock, Georgia 30189

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SECTION 3 - DESCRIPTION OF SERVICES

3.2 Affinity Services

3.2.1 Victory Program

The Victory Program is a combination inbound and outbound, long distance pricing plan available to members of an Affinity Group with a total membership of at least 2,500 members. To qualify for any of the rate plans available under the Victory Plan, a minimum of 250 members of the Affinity Group must subscribe to one or more of the Company's service offerings at the time the Company's services are initially offered to the membership of the Affinity Group. With the Victory Program, charges for long distance calls will be billed by the Customer's LEC with the LEC's bill for local services for all Customer bills where the total bill is less than \$100. If in any billing month, the total amount of the bill is \$100 or more, the Company will direct bill the customer.

Each of the services available under the Victory Program have two Rate Plans. If the Affinity Group Organizer selects Rate Plan 1, the Customer is billed a monthly recurring charge plus the usage charge. The initial period is thirty (30) seconds or fraction thereof, and the additional period is each six (6) seconds or fraction thereof. If the Affinity Group Organizer selects Rate Plan 2, the Customer is billed a usage charge without a monthly recurring charge. The initial period is one (1) minute or fraction thereof, and the additional period is each one (1) minute or fraction thereof.

(A) Victory Choice

Victory Choice is available to members of an Affinity Group with a total membership of at least 2,500 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule M of this Tariff.

(B) Victory Choice Plus

Victory Choice Plus is available to members of an Affinity Group with a total membership of at least 2,500 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule M of this Tariff.

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Stephen Scheerer, President
302 Legends Way
Woodstock, Georgia 30189

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3.2 Affinity Services (continued)

3.2.1 Victory Program (continued)

(C) Victory Elect

Victory Elect is available to members of an Affinity Group with 500 -2,500 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule B of this Tariff.

(D) Victory Preferred

Victory Preferred is available to members of an Affinity Group with 2,500 - 10,000 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule B of this Tariff.

(E) Victory Select

Victory Select is available to members of an Affinity Group with 10,000 - 50,000 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule D of this Tariff.

(F) Victory Premier

Victory Premier is available to members of an Affinity Group with 50,000 - 250,000 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule D of this Tariff.

(G) Victory Elite

Victory Elite is available to members of an Affinity Group with a total membership of 250,000 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule D of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES

3.2 Affinity Services (continued)

3.2.2 Alliance Program

The Alliance Program is a combination inbound and outbound, long distance pricing plan available to members of an Affinity Group with a total membership of at least 2,500 members. To qualify for Alliance Choice a minimum of 250 members must subscribe to one or more of the Company's service offerings at the time the Company's services are initially offered to the membership of the Affinity Group. Customers subscribing to the Alliance Program will be direct billed by the Company or its authorized billing agent.

Each of the services available under the Alliance Program have two Rate Plans. If the Affinity Group Organizer selects Rate Plan 1, the Customer is billed a monthly recurring charge plus the usage charge. The initial period is thirty (30) seconds or fraction thereof, and the additional period is each six (6) seconds or fraction thereof. If the Affinity Group Organizer selects Rate Plan 2, the Customer is billed a usage charge without a monthly recurring charge. The initial period is one (1) minute or fraction thereof, and the additional period is each one (1) minute or fraction thereof.

(A) Alliance Choice

Alliance Choice is available to members of an Affinity Group with a total membership of at least 2,500 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule M of this Tariff.

(B) Alliance Choice Plus

Alliance Choice Plus is available to members of an Affinity Group with a total membership of at least 2,500 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule M of this Tariff.

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302 Legends Way
Woodstock, Georgia 30189

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3.2 Affinity Services (continued)

3.2.2 Alliance Program (continued)

(C) Alliance Elect

Alliance Elect is available to members of an Affinity Group with a total membership of 500 - 2,500 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule B of this Tariff.

(D) Alliance Preferred

Alliance Preferred is available to members of an Affinity Group with a total membership of 2,500 - 10,000 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule B of this Tariff.

(E) Alliance Select

Alliance Select is available to members of an Affinity Group with a total membership of 10,000 - 50,000 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule D of this Tariff.

(F) Alliance Premier

Alliance Premier is available to members of an Affinity Group with a total membership of 50,000 - 250,000 members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule D of this Tariff.

(G) Alliance Elite

Alliance Elite is available to members of an Affinity Group with a total membership of 250,000 or more members. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule D of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES

3.3 Residential Services

3.3.1 Meridian Residential Plan

Each of the services available under the Meridian Residential Plan have two Rate Plans. If the Customer selects Rate Plan 1, the Customer is billed a monthly recurring charge plus the usage charge. The initial period is thirty (30) seconds or fraction thereof, and the additional period is each six (6) seconds or fraction thereof. If the Customer selects Rate Plan 2, the Customer is billed a usage charge without a monthly recurring charge. The initial period is one (1) minute or fraction thereof, and the additional period is each one (1) minute or fraction thereof.

(A) Meridian Merit

Meridian Merit is a combination inbound and outbound, postalized long distance pricing plan available to Residential Customers (1) that utilize Switched Access to reach the long distance network of the DUC, and (2) that request to be provisioned under this service. If the Customer's total bill is less than \$100, the charges for long distance calls will be billed by the Customer's LEC with the LEC's bill for local services. If in any billing month, the total amount of the bill is \$100 or more, the Company has the option of direct billing the Customer. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule D of this Tariff.

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Stephen Scheerer, President
302 Legends Way
Woodstock, Georgia 30189

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SECTION 3 - DESCRIPTION OF SERVICES

3.3 Residential Services (continued)

3.3.1 Meridian Residential Plan (continued)

(B) Meridian Merit Plus

Meridian Merit Plus is a combination inbound and outbound, postalized long distance pricing plan available to Residential Customers (1) that utilize Switched Access to reach the long distance network of the DUC, and (2) that request to be provisioned under this service. If the Customer's total bill is less than \$100, the charges for long distance calls will be billed by the Customer's LEC with the LEC's bill for local services. If in any billing month, the total amount of the bill is \$100 or more, the Company has the option of direct billing the Customer. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule D of this Tariff.

(C) Meridian Time Line

Meridian Time Line is a combination inbound and outbound, long distance pricing plan available to Residential Customers (1) that utilize Switched Access to reach the long distance network of the DUC, and (2) that request to be provisioned under this service. If the Customer's total bill is less than \$100, the charges for long distance calls will be billed by the Customer's LEC with the LEC's bill for local services. If in any billing month, the total amount of the bill is \$100 or more, the Company has the option of direct billing the Customer. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule M of this Tariff.

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302 Legends Way
Woodstock, Georgia 30189

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3.3 Residential Services (continued)

3.3.1 Meridian Residential Plan (continued)

(D) Meridian Time Line Plus

Meridian Time Line Plus is a combination inbound and outbound, long distance pricing plan available to Residential Customers (1) that utilize Switched Access to reach the long distance network of the DUC, and (2) that request to be provisioned under this service. If the Customer's total bill is less than \$100, the charges for long distance calls will be billed by the Customer's LEC with the LEC's bill for local services. If in any billing month, the total amount of the bill is \$100 or more, the Company has the option of direct billing the Customer. For rates and charges, see Sections 4.1 and 4.3, Rate Schedule M of this Tariff.

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302 Legends Way
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3.4 Directory Assistance

- 3.4.1 Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party.
- 3.4.2 Directory assistance is available to any Customer that has access to the directory assistance bureau of the DUC.
- 3.4.3 Person-to-Person and collect calls to directory assistance are not permitted.
- 3.4.4 Any calls to directory assistance utilizing an operator will be billed the directory assistance charge plus the applicable operator services charges(s) pursuant to Section 4.7.1 of this Tariff.
- 3.4.5 Once the operator determines the requested telephone number, the directory assistance operator will complete the long distance call if requested to do so by the caller. The directory assistance call completion surcharge as described in Section 4.7.1 of this Tariff and the usage rates as described in Section 4.9 of this Tariff apply.

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Stephen Scheerer, President
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3.5 Prepaid Calling Card Services

3.5.1 General

Prepaid Calling Card service allows Cardholders to obtain a predetermined amount of access to the Company's long distance services. The card may be a dollar based service, meaning there is a fixed amount of dollars (i.e., \$5, \$10, \$20, \$50, or some other denomination) available to the Customer who purchases a card or a unit based service, meaning there is a fixed amount of units (i.e., 20, 50, 100, or some other denomination) available to the Cardholder who purchases a card.

Prepaid Calling Card service is offered via "800/888" access numbers and is available to a Cardholder from a touchtone phone. The Cardholder dials a toll-free 800/888 number from anywhere in the United States, Puerto Rico, and the Virgin Islands. The Cardholder hears recorded messages that guide the Cardholder through the service platform. The service platform validates the Cardholder's PIN, determines whether time remains on the card and, if so, completes the call to the called telephone number dialed by the Cardholder. The Cardholder is verbally informed of the available balance of the Prepaid Calling Card account.

Calls are real-time rated during call progression. The total price of each call, including applicable taxes, is calculated on the basis of usage and is deducted from the available account balance associated with each card. The service platform debits the Cardholder's account balance as the Cardholders places a call. The Cardholder receives a warning tone one minute before the balance reaches zero. Calls in progress will be terminated when the balance reaches zero. For rates and charges, see Section 4.5 of this Tariff.

The expiration date will be printed on the card. The card expires (1) on the expiration date on the card or six (6) months from date of first usage, whichever occurs later or (2) one year from the issue date of the card.

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302 Legends Way
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3.5 Prepaid Calling Card Services (continued)

3.5.2 Features

(A) Instructions Available In Multiple Languages

The Company may make available to the Cardholder different 800/888 access numbers for instructions in English, Spanish, Japanese, Korean, German, Italian, Chinese or other languages as appropriate. Alternately, the system may be set up so that the Customer may select a language.

(B) Sequential Calling

Sequential calling allows the Cardholder to make several calls without disconnecting from the Platform after the completion of each call.

(C) Automatic Misdial Correction

Automatic misdial correction allows the Cardholder to clear an error and start over without having to redial the 800/888 access number.

(D) Rechargeable

When the value of the Prepaid Calling Card account reaches zero or at any time prior to the account reaching zero, the Cardholder may add to the prepaid usage level (1) by dialing the Company's toll free Customer Service number listed on the card, (2) by dialing a customer service 800 number and enter 0 for customer service, (3) by dialing the 800/888 access number and enter 0 for customer service. Payment may be made by cash, check, money order, cashier's check, or Credit Card.

(E) Disposable

A disposable Prepaid Calling Card is not reusable once the usage has been exhausted.

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302 Legends Way
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3.5 Prepaid Calling Card Services (continued)

3.5.3 Planet Prepaid Calling Card

The Planet Prepaid Calling Card is a custom printed Prepaid Calling Card. The card is a dollar based card or a unit based card available to Customers that commit to a minimum purchase of 2,500 cards. The Customer is responsible for all costs associated with production and distribution of the card and the associated fulfillment. With the Planet Prepaid Calling Card, the Cardholder automatically receives the features described in Section 3.5.2 (A), (B), and (C), of this Tariff. The choice as to whether the Cards will be issued as rechargeable as per Section 3.5.2 (D) of this Tariff or as disposable as per Section 3.5.2 (E) of this Tariff is made by the Customer. With the Planet Prepaid Calling Card, Cardholders may place conference calls with up to a maximum of eleven (11) lines added to the call. The initial period is one (1) minute or fraction thereof. The additional period is each one (1) minute or fraction thereof. For rates and charges, see Section 4.5 of this Tariff.

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Stephen Scheerer, President
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Woodstock, Georgia 30189

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3.5 Prepaid Calling Card Services (continued)

3.5.4 Carrier Access Prepaid Calling Card

The Carrier Access Prepaid Calling Card is a custom printed Prepaid Calling Card which may be a dollar based or a unit based card available to Resellers that commit to a minimum purchase of 2,500 cards. The card may be purchased in conjunction with Carrier Access service or may be purchased on a stand-alone basis. The Reseller is responsible for all costs associated with production and distribution of the card and the associated fulfillment. With the Carrier Access Prepaid Calling Card, the Cardholder automatically receives the features described in Section 3.5.2 (A), (B), and (C) of this Tariff. With the Carrier Access Prepaid Calling Card, Cardholders may place conference calls with up to a maximum of eleven (11) lines added to the call. The choice as to whether the Cards will be issued as rechargeable as per Section 3.5.2 (D) of this Tariff or as disposable as per Section 3.5.2 (E) of this Tariff is made by the Reseller. There are two rate options. Rate Option 1 is available to any Reseller that subscribes to the Carrier Access Prepaid Calling Card. The initial period is one (1) minute or fraction thereof. The additional period is each one (1) minute or fraction thereof. For rates and charges, see Section 4.5 of this Tariff.

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Stephen Scheerer, President
302 Legends Way
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3.6 Calling Card Services

3.6.1 General

Calling card services enable the end user to originate a call from a touch tone telephone by dialing an 800 access number, a valid calling card number, and PIN.

3.6.2 CEO Calling Card

The CEO Calling Card is available to any Customer or Applicant that subscribes to one of the Company's inbound or outbound service offerings described in Section 3 of this Tariff or one of the Company's promotional inbound or outbound service offerings described in Section 6 of this Tariff. The CEO Calling Card is not available on a stand alone basis. Charges billed to the CEO Calling Card will be billed with the Customer's bill for inbound or outbound service. The features available with this card include conference calling, voice mail, fax mail, and information services such as Dow Jones. Cardholders may place conference calls with up to a maximum of eleven (11) lines added to the call. The initial period is one (1) minute or fraction thereof. The additional period is each one (1) minute or fraction thereof. For rates and charges, see Section 4.6 of this Tariff.

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Meridian Telecom Corporation
Stephen Scheerer, President
302 Legends Way
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3.6 Calling Card Services (continued)

3.6.3 Planet Calling Card

The Planet Calling Card is available to any Customer or Applicant that subscribes to one of the Company's inbound or outbound service offerings described in Section 3 of this Tariff or one of the Company's promotional inbound or outbound service offerings described in Section 6 of this Tariff. The Planet Calling Card is not available on a stand alone basis. Charges billed to the Planet Calling Card will be billed with the Customer's bill for inbound or outbound service. Cardholders may place conference calls with up to a maximum of eleven (11) lines added to the call. The initial period is one (1) minute or fraction thereof. The additional period is each one (1) minute or fraction thereof. For rates and charges, see Section 4.6 of this Tariff.

3.6.4 Trump Calling Card

The Trump Calling Card is available to any Customer or Applicant that subscribes to one of the Company's inbound or outbound service offerings described in Section 3 of this Tariff or one of the Company's promotional inbound or outbound service offerings described in Section 6 of this Tariff. The Trump Calling Card is not available on a stand alone basis. Charges billed to the Trump Calling Card will be billed with the Customer's bill for inbound or outbound service. The initial period is one (1) minute or fraction thereof. The additional period is each one (1) minute or fraction thereof. For rates and charges, see Section 4.6 of this Tariff.

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Stephen Scheerer, President
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3.7 Operator Assistance

3.7.1 Operator Toll Assistance

- (A) Operator Toll Assistance is any variety of telephone services which require the assistance of a long distance operator. There are two categories of operator services calls. They are 0+ calls and 00- calls. A 0+ call is one in which the Customer dials 0+ the called number to complete the call. A 00- call is one in which Customer dials 00 to reach the long distance operator, and the operator dials the called number to complete the call for the Customer. For rates and charges, see Section 4.7.1 of this Tariff.
- (B) Operator Toll Assistance is only available to Customers in equal access exchange areas where the Customer uses Switched Access to reach the long distance network.
- (C) There are two rate elements. They are usage charges and surcharges. The operator dialed surcharge, as per Section 4.7.1 of this Tariff, applies in addition to all station-to-station and person-to-person operator service charges when the customer has the ability to dial all the digits necessary for call completion but instead dials 00 to reach the operator to have the operator complete the call. When the call is made, a handicapped Customer who is unable to dial the call because of his or her handicap may request credit for the surcharge from the operator.
- (D) A collect call is a call for which applicable charges are billed to the telephone number of the called station of the Customer. Charges for collect calls will not be accepted if the called party to whom the charges are to be shifted is at a payphone or institutional phone.

Meridian Telecom Corporation
Stephen Scheerer, President
302 Legends Way
Woodstock, Georgia 30189

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3.7 Operator Services (continued)

3.7.2 Busy Line Verification

Busy Line Verification provides operator assistance to determine if there is an ongoing conversation at a called station. For rates and charges, see Section 4.7.2 of this Tariff.

3.7.3 Emergency Interrupt

Emergency Interrupt provides operator assistance to interrupt an ongoing conversation at a called station. The charge for Emergency Interrupt applies regardless of whether the interruption is successful. The charge for Busy Line Interrupt applies in lieu of the charge for Emergency Interrupt. For rates and charges, see Section 4.7.3 of this Tariff.

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Stephen Scheerer, President
302 Legends Way
Woodstock, Georgia 30189

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SECTION 3 - DESCRIPTION OF SERVICES

3.8 Custom Network Services

3.8.1 Carrier Access Service

(A) General

Carrier Access Service is a combination inbound, outbound, calling card, directory assistance, and operator services long distance pricing plan available to Resellers. Charges will be direct billed by the Company or the Company's authorized billing agent. The billing format is tape. A paper bill is not a billing option. Standard and discount rate periods apply.

(B) Availability

Carrier Access Service is available to a Reseller that (1) meets the obligations described in Section 2.6 of this Tariff; (2) signs a two (2) year term plan; and (3) commits to a minimum of \$50,000 per month international, interstate, and intrastate usage for the duration of the term plan. If in any given billing month the Reseller's total usage is less than \$50,000, the Reseller will be billed the difference between \$50,000 and actual usage.

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Stephen Scheerer, President
302 Legends Way
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3.8 Custom Network Services (continued)

3.8.1 Carrier Access Service (continued)

(C) Rate Levels

There are five rate levels associated with Carrier Access Service. The rate level is determined by the Reseller's monthly usage commitment.

Monthly Usage Commitment	Rate Level
50,000 - 99,999.99	1
100,000 - 249,999.99	2
250,000 - 349,999.99	3
350,000 - 499,999.99	4
\$500,000 & Above	5

Each quarter, the Customer's actual usage for the quarter will be averaged to determine if the Customer has met the monthly usage commitment. If the Customer fails to meet the commitment, the Customer is billed the difference between actual usage and the commitment.

(D) Inbound and Outbound Calling

For inbound and outbound calling, the initial period is eighteen (18) seconds or fraction thereof. The additional period is each six (6) seconds or fraction thereof. For rates and charges, see Sections 4.8.1 A and B of this Tariff.

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Stephen Scheerer, President
302 Legends Way
Woodstock, Georgia 30189

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3.8 Custom Network Services (continued)

3.8.1 Carrier Access Service (continued)

(E) Carrier Access Calling Card

The features available with the Carrier Access Calling are conference calling, voice mail, fax mail, and information services such as Dow Jones. With the Carrier Access Calling Card, Cardholders may place conference calls with up to a maximum of eleven (11) lines added to the call. For calls billed to the Carrier Access Calling Card, the initial period is one (1) minute or fraction thereof. The additional period is each one (1) minute or fraction thereof. For rates and charges, see Section 4.8.1 C of this Tariff.

(D) Directory Assistance

See Section 3.4 for Description of Services and Section 4.8.1 D of this Tariff for rates and charges.

(E) Operator Services

See Section 3.7 for Description of Services and Sections 4.8.1 E - G of this Tariff for rates and charges.

Meridian Telecom Corporation
Stephen Scheerer, President
302 Legends Way
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SECTION 4 - RATES AND CHARGES

4.1 Outbound Switched Services

The per minute usage rates are as follows:

Rate Schedule	Rate Per Minute	
Rate Schedule B	\$.174	
Rate Schedule D	\$.149	
	Peak	Off-Peak
Rate Schedule M	\$.156	\$.125

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Stephen Scheerer, President
302 Legends Way
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SECTION 4 - RATES AND CHARGES

4.2 Outbound Dedicated Services

The per minute usage rates are as follows:

(A) 0 - 292 Miles

Rate Schedule	Rate Per Minute
Rate Schedule B	\$.130
Rate Schedule D	\$.111

(B) 293 - 430 Miles

Rate Schedule	Rate Per Minute
Rate Schedule B	\$.132
Rate Schedule D	\$.113

(C) 430 + Miles

Rate Schedule	Rate Per Minute
Rate Schedule B	\$.144
Rate Schedule D	\$.123

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Stephen Scheerer, President
302 Legends Way
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SECTION 4 - RATES AND CHARGES

4.3 Inbound Switched Services

The per minute usage rates are as follows:

Rate Schedule	Rate Per Minute	
Rate Schedule B	\$.234	
Rate Schedule D	\$.201	
	Peak	Off-Peak
Rate Schedule M	\$.201	\$.201

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Stephen Scheerer, President
302 Legends Way
Woodstock, Georgia 30189

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SECTION 4 - RATES AND CHARGES

4.4 Inbound Dedicated Services

The per minute usage rates are as follows:

Rate Schedule	Rate Per Minute
Rate Schedule B	\$.160
Rate Schedule D	\$.137

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302 Legends Way
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4.5 Prepaid Calling Card

For unit based Prepaid Calling Cards, one unit is equal to one minute. The per minute usage rates are as follows:

	Rate Per Minute
Planet Prepaid Calling Card	\$ 2500
Carrier Access Prepaid Calling Card	\$.1450

4.6 Calling Cards

The per minute usage rates are as follows:

	Rate Per Minute
CEO Calling Card	\$.2500
Planet Calling Card	\$.1990
Trump Calling Card	\$.1790

Meridian Telecom Corporation
Stephen Scheerer, President
302 Legends Way
Woodstock, Georgia 30189

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4.7 Operator Services

4.7.1 Operator Toll Assistance

There are two rate elements. They are a usage charge and a per call surcharge.
The per minute usage rate is \$.25 per minute. The surcharges are as follows:

- Station-to-station sent-paid	\$2.00
- Station-to-station collect	\$2.00
- Station-to-station third number	\$2.00
- Person-to-person (all type calls)	\$4.00
- Directory Assistance call completion	\$1.00
- Operator dialed surcharge	\$1.00
- LEC Calling Card Station-to-Station	
- Customer Dialed	\$1.00
- Operator Dialed	\$2.00

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4.7 Operator Services (continued)

4.7.2 Busy Line Verification

The rate is \$3.00 per occurrence.

4.7.3 Emergency Interrupt

The rate is \$6.00 per occurrence

Meridian Telecom Corporation
Stephen Scheerer, President
302 Legends Way
Woodstock, Georgia 30189

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4.8 Custom Network Services

4.8.1 Carrier Access

(A) Outbound Calls

.1 Switched Access

Rate Level	Rate Per Minute	
	Peak	Off-peak
1	\$.135	\$.108
2	\$.132	\$.106
3	\$.129	\$.104
4	\$.127	\$.102
5	\$.124	\$.099

Meridian Telecom Corporation
Stephen Scheerer, President
302 Legends Way
Woodstock, Georgia 30189

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4.8 Custom Network Services (continued)

4.8.1 Carrier Access (continued)

(A) Outbound Calls (continued)

.a Dedicated Access

.a 0 - 292 Miles

Rate Level	Rate Per Minute	
	Peak	Off-peak
1	\$.099	\$.074
2	\$.097	\$.073
3	\$.095	\$.071
4	\$.093	\$.070
5	\$.091	\$.068

.b 293 - 430 Miles

Rate Level	Rate Per Minute	
	Peak	Off-peak
1	\$.100	\$.081
2	\$.098	\$.080
3	\$.096	\$.078
4	\$.094	\$.076
5	\$.092	\$.075

Meridian Telecom Corporation
Stephen Scheerer, President
302 Legends Way
Woodstock, Georgia 30189

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4.8 Custom Network Services (continued)

4.8.1 Carrier Access (continued)

(A) Outbound Calls (continued)

.2 Dedicated Access (continued)

.a 430 + Miles

Rate Level	Rate Per Minute	
	Peak	Off-peak
1	\$.109	\$.082
2	\$.107	\$.081
3	\$.105	\$.079
4	\$.103	\$.077
5	\$.101	\$.076

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Stephen Scheerer, President
302 Legends Way
Woodstock, Georgia 30189

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4.8 Custom Network Services (continued)

4.8.1 Carrier Access (continued)

(B) Inbound Calls

.1 Switched Access

Rate Level	Rate Per Minute	
	Peak	Off-peak
1	\$.174	\$.174
2	\$.170	\$.170
3	\$.167	\$.167
4	\$.163	\$.163
5	\$.160	\$.160

.2 Dedicated Access

Rate Level	Rate Per Minute	
	Peak	Off-peak
1	\$.121	\$.102
2	\$.118	\$.100
3	\$.116	\$.098
4	\$.113	\$.096
5	\$.111	\$.094

Meridian Telecom Corporation
Stephen Scheerer, President
302 Legends Way
Woodstock, Georgia 30189

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4.8 Custom Network Services (continued)

4.8.1 Carrier Access (continued)

(C) Calling Card Calls

The rate is \$.15 per minute.

(D) Directory Assistance

Direct dialed calls to directory assistance will be billed at \$.45 per call.

(E) Operator Toll Assistance

There are two rate elements. They are a usage charge and a per call surcharge. The per minute usage rate is \$.15 per minute. The per call surcharges are as follows:

- Station-to-station sent-paid	\$1.20
- Station-to-station collect	\$1.20
- Station-to-station third number	\$1.20
- Person-to-person (all type calls)	\$2.40
- Directory Assistance call completion	\$1.00
- Operator dialed surcharge	\$0.60
- LEC Calling Card Station-to-Station	
- Customer Dialed	\$0.60
- Operator Dialed	\$1.20

Meridian Telecom Corporation
Stephen Scheerer, President
302 Legends Way
Woodstock, Georgia 30189

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4.8 Custom Network Services (continued)

4.8.1 Carrier Access (continued)

(F) Busy Line Verification

The rate is \$1.80 per occurrence.

(G) Emergency Interrupt

The rate is \$3.60 per occurrence

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1

Meridian Telecom Corporation
Stephen Scheerer, President
302 Legends Way
Woodstock, Georgia 30189

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4.9 Directory Assistance

Direct dialed calls to directory assistance will be billed at \$.75 call. Once the Customer receives the desired telephone number, the Customer may request that the operator complete the call. If the directory assistance operator completes the long distance call, the Customer will be billed the surcharges pursuant to Section 4.7.1 of this Tariff in addition to the directory assistance charge.

Meridian Telecom Corporation
Stephen Scheerer, President
302 Legends Way
Woodstock, Georgia 30189

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SECTION 5 - MARKET TRIALS

5.1 Market Trial Guidelines

5.1.1 The Company may conduct market trials using a sample of Customers for the purpose of evaluating services, features, applications, including customized applications, or service options that provide potential customer benefits at rates, or terms and conditions different from existing tariffs to determine willingness to pay, demand, and various service provisioning processes, under the following conditions:

- (A) Market trials may not exceed twelve (12) months in duration.
- (B) Participants may be individuals or groups for whom a potential service offering is intended. Participants may include mass or mid-market customers, high volume customers, or potential customers who knowingly and actively participate in the market trial or who will experience an obvious change in service as a result of the market trial. Participants may be selected from the general customer base or population, from one or more classes of persons demonstrating a particular profile, characteristic or preference, from a random sample of persons or from the Company's employees, if appropriate. The total sample size in any market will not exceed 15% of the total customers within the market.

Meridian Telecom Corporation
Stephen Scheerer, President
302 Legends Way
Woodstock, Georgia 30189

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SECTION 5 - MARKET TRIALS

5.1 Market Trials (Con't)

5.1.1 (continued)

(C) Participants in a market trial will be informed in writing of the planned duration of the market trial and that the market trial can be withdrawn at any time. Circumstances under which a market trial might be terminated include:

- .1 The market trial objectives have been met before the planned termination of the market trial; or
- .2 Company concludes that the market trial is not successful; or
- .3 If the market trial disrupts existing telecommunications service.

(D) Participants will also be informed about terms and services that will be offered during the market trial, including prices, and will be told that participation in the market trial is entirely voluntary and revocable.

SECTION 5 - MARKET TRIALS

6.1 Special Promotional Offerings

From time-to-time, the Company may offer special promotions to its Customers waiving certain charges, offering service(s) at special rates, and/or offering promotional discounts. Promotional discounts include but are not limited to reduced monthly rates or charges for an existing service, incentive subscription bonuses, free service periods, full or partial waivers of installation charges or optional feature charges, full or partial waivers of PIC charges, or any combination thereof. The Company may engage in domestic special promotional offerings designed to attract new customers, retain existing customers, win back former customers, or stimulate customer usage. The Company may require an advance payment as a condition of a promotional offering.

6.2 CEO Promotion #1

Beginning with the effective date of the Tariff and ending June 30, 1997, the CEO Calling Card will be available with an initial period of thirty (30) seconds and an additional period of six (6) seconds. The CEO Promotion #1 is available to Business Applicants or Business Customers with a Billing Level of \$25,000. CEO Promotion #1 is also available to Affinity Groups with a minimum of 10,000 signed members. The intrastate promotion is only available in conjunction with the interstate promotion.

6.3 Planet Promotion #1

Beginning with the effective date of the Tariff and ending June 30, 1997, the Planet Calling Card and/or the Planet Prepaid Calling Card will be available with an initial period of thirty (30) seconds and an additional period of six (6) seconds. The Planet Promotion #1 is available to Business Applicants or Business Customers with a Billing Level of \$25,000. CEO Promotion #1 is also available to Affinity Groups with a minimum of 10,000 signed members. The intrastate promotion is only available in conjunction with the interstate promotion.

Meridian Telecom Corporation
Stephen Scheerer, President
302 Legends Way
Woodstock, Georgia 30189

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SECTION 6 - PROMOTIONS

6.4 Trump Promotion #1

Beginning with the effective date of the Tariff and ending June 30, 1997, the Trump Calling Card will be available with an initial period of thirty (30) seconds and an additional period of six (6) seconds. The Trump Promotion #1 is available to Business Applicants or Business Customers with a Billing Level of \$25,000. CEO Promotion #1 is also available to Affinity Groups with a minimum of 10,000 signed members. The intrastate promotion is only available in conjunction with the interstate promotion.

6.5 Carrier Access Promotion #1

Beginning with the effective date of the Tariff and ending June 30, 1997, the Carrier Access Calling Card and/or the Carrier Access Prepaid Calling Card will be available with an initial period of thirty (30) seconds and an additional period of six (6) seconds. The Carrier Access Promotion #1 is available to a Reseller that (1) meets the obligations described in Section 2.6 of this Tariff; (2) signs a two (2) years term plan; and (3) commits to a minimum of \$100,000 per month international, interstate, and intrastate usage for the duration of the term plan. If the Customer fails to meet the monthly usage commitment in any given month, the Reseller will be billed the difference between the actual usage and the monthly usage commitment. The intrastate promotion is only available in conjunction with the interstate promotion.

**TUCKER
FEDERAL**

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64-7082
2611 10

2355 Main Street / Tucker, Georgia 30084-0086

JAN 24 19 97

PAY

THE SUM 250 DOLS 00 CTS DOLLARS \$ *****250.00

TO
THE
ORDER
OF

SOUTH CAROLINA PUBLIC UTILITIES COMMISSION
OR NERISIAN TELECOM CORPORATION

TOWNE LAKE BRANCH

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Kym A. Thernburg

⑈001581⑈ ⑆261170821⑆ ⑆610 1 8010112⑈

South Dakota
Public Utilities Commission
State Capitol 500 E. Capitol
Pierre, SD 57501-5070
Phone: (800) 332-1782
Fax: (605) 773-3809

TELECOMMUNICATIONS SERVICE FILINGS

These are the telecommunications service filings that the Commission has received for the period of:

01/24/97 through 01/30/97

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

DOCKET NUMBER	TITLE/STAFF/SYNOPSIS	DATE FILED	INTERVENTION DEADLINE
REQUEST FOR CERTIFICATION OF AUTHORITY			
TC97-009	Application by Meridian Telecom Corporation for a Certificate of Authority to operate as a telecommunications company within the state of South Dakota. (Staff: TH/KC) Applicant seeks authority to offer inbound, outbound, directory assistance, calling card, and prepaid calling card services to presubscribed business customers and to presubscribed residential customers.	01/28/97	02/14/97
FULLY COMPETITIVE TELECOMMUNICATIONS FILINGS			
NA	MCI Telecommunications Corporation filed to grandfather Advanced Option I, a variation of Option A (Dial One/Direct Dial). The change is effective February 2, 1997.	01/24/97	NA
NA	SmarTalk Teleservices, Inc. filed to make text changes, to revise the rate structures for Corporate Advantage, SmarTalk 1+ Advantage and SmarTalk 1+ Retail Advantage, to add additional recharge rates, and to offer a new credit card calling service. The revisions are effective January 28, 1997.	01/24/97	NA
NA	AT&T filed to extend the date when customers must select installation from December 31, 1996, to April 15, 1997, for CustomNet & CustomNet Option S.	01/27/97	NA
NA	MFS Communications Company, Inc. d/b/a MFS Intelenet of South Dakota filed to amend the MFS Intelenet Calling Card Service and to make text changes. The revisions are effective January 31, 1997.	01/27/97	NA
NA	WorldCom, Inc. filed tariffs reflecting the cancellation of the trade name "LDDS WorldCom" and amending its tariff to show the cancellation. The name change is effective January 1, 1997.	01/28/97	NA
NA	AT&T filed to implement promotional IntraLATA rates utilizing mileage bands for all new and existing SDN, UNIPLAN, UNIPLAN FLAT RATE PRICING PLAN, UNIPLAN BASIC RATE PRICING PLAN, AND STATE CALLING SERVICE CUSTOMERS using special/dedicated access for their IntraLATA traffic. To be eligible for this promotion, customers must enroll between January 31, 1997, and June 30, 1997.	01/30/97	NA
NA	Dial & Save of South Dakota, Inc. d/b/a Dial & Save filed to make revisions to its Residential Calling Program rates. The revisions are effective January 31, 1997.	01/30/97	NA

Important Notice: The Commission is compiling a list of internet addresses. If you have an internet address please notify the Commission by E-mailing it to Terry Netum at terry@pucc.state.sd.us Faxing the address to the Commission at 605-773-3809

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

IN THE MATTER OF THE APPLICATION OF)
MERIDIAN TELECOM CORPORATION FOR A)
CERTIFICATE OF AUTHORITY TO PROVIDE)
TELECOMMUNICATIONS SERVICES IN)
SOUTH DAKOTA)

ORDER GRANTING
CERTIFICATE OF
AUTHORITY

TC97-009

On January 28, 1997, 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 Meridian Telecom Corporation (Meridian).

Meridian seeks authority to offer inbound, outbound, directory assistance, calling card, and prepaid calling card services to presubscribed business customers and to presubscribed residential customers. A proposed tariff was filed by Meridian. The Commission has classified long distance service as fully competitive.

On January 30, 1997, the Commission electronically transmitted notice of the filing and the intervention deadline of February 14, 1997, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled March 4, 1997, meeting, the Commission considered Meridian's request for a certificate of authority. Commission Staff recommended granting a certificate of authority.

The Commission finds that it has jurisdiction over this matter pursuant to Chapter 49-31, specifically 49-31-3 and ARSD 20:10 24 02 and 20:10 24 03. The Commission finds that Meridian has met the legal requirements established for the granting of a certificate of authority. Meridian 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 Meridian's application for a certificate of authority. As the Commission's final decision in this matter, it is therefore

ORDERED, that Meridian's application for a certificate of authority is hereby granted, effective March 28, 1997. It is

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

Dated at Pierre, South Dakota, this 11th day of March, 1997.

CERTIFICATE OF SERVICE

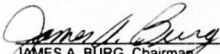
The undersigned hereby certifies, that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by first class mail in properly addressed envelopes, with charges prepaid thereon.

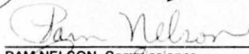
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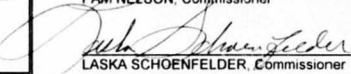
Date

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION


JAMES A. BURG, Chairman


PAM NELSON, Commissioner


LASKA SCHOENFELDER, Commissioner

NEXT

DOCUMENT (S)

DISREGARD

BACKGROUND

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

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

Authority was Granted March 4, 1997, effective March 28, 1997
Docket No TC97-009

This is to certify that

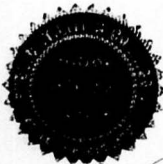
MERIDIAN TELECOM CORPORATION

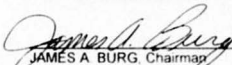
is authorized to provide telecommunications services in South Dakota.

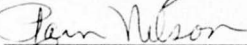
This certificate is issued in accordance with SDCL 49-31-3 and ARSD 20 10 24 02, and is subject to all of the conditions and limitations contained in the rules and statutes governing its conduct of offering telecommunications services.

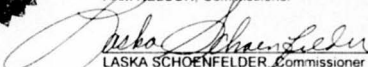
Dated at Pierre, South Dakota, this 11th day of March, 1997.

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION:




JAMES A. BURG, Chairman


PAM NELSON, Commissioner


LASKA SCHOENFELDER, Commissioner