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AUG 22 2002

PUBLIC SERVICE
COMMISSION

BEFORE THE
PUBLIC SERVICE COMMISSION OF KENTUCKY

IN THE MATTER OF THE INFORMATIONAL
FILING OF 3U TELECOM INC. FOR
AUTHORITY TO OPERATE AS A RESELLER
OF INTEREXCHANGE TELEPHONE
SERVICE THROUGHOUT KENTUCKY

No. _____

3U TELECOM INC. ("3U Telecom" or "Applicant") hereby submits the following information in accordance with the provisions of Administrative Case No. 359 and its proposed tariffs in accordance with 807 KAR 5:011.

1. **Name and Address.** The full legal name, address, and telephone number of the corporation are:

3U TELECOM INC.
1802, N Carson Street
Suite 212-2683
Carson City, NV 89701
Ph: 702-260-4399
Fx: 702-260-9143
Toll Free: 1-800-97-ASK-3U

2. **Corporate History.** 3U Telecom is a Corporation which was duly organized under the laws of Nevada on March 27, 2002. 3U Telecom's Articles of Incorporation as filed with the Secretary of State are included as Exhibit "A".

3. **Corporate Registration.** 3U Telecom is qualified to transact business in the State of Mississippi. A copy of 3U Telecom's Certificate of Authority for Kentucky is attached as Exhibit "B".

4. **Commission Correspondence.** The name, street address, telephone and fax numbers of the responsible person for customer complaints and regulatory issues:

Herve R Andrieu, Vice President
3U TELECOM INC
1802, N Carson Street
Suite 212-2683
Carson City, NV 89701
Ph: (702) 260 4399 or 1-800-97-ASK-3U (toll-free)
Fx: (702) 260 9143 or 1-800-95-FAX-3U (toll-free)

5. **Notarized Statement.** A notarized statement that the company has not provided or collected for intrastate service in Kentucky prior to filing its tariff is attached as Exhibit "C".

6. **Operator Services.** The company does not seek authority to provide operator assisted services to traffic aggregators as defined in Administrative Case No. 330.

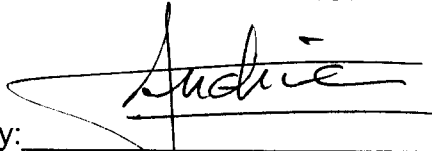
7. **Proposed Tariff.** 3U Telecom's proposed tariff is attached as Exhibit "D".

8. **Sample Bill.** A sample bill is attached as Exhibit "E".

WHEREFORE, 3U Telecom Inc. requests that the Public Service Commission of the Commonwealth of Kentucky grant authority to engage in the resale of interexchange telecommunications services to the public in accordance with applicable laws in effect or hereinafter enacted by the Commission.

Respectfully submitted this 21st day of August, 2002.

3U TELECOM INC.


By: _____

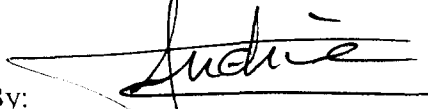
Herve R Andrieu
Vice President
1802 N Carson St
Suite 212-2683
Carson City, NV 89701
Ph: 702 260 4399

VERIFICATION OF APPLICANT

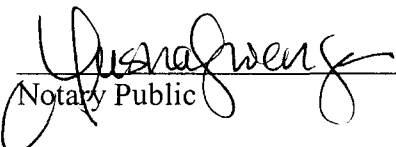
STATE OF NEVADA |
COUNTY OF CLARK | ss:

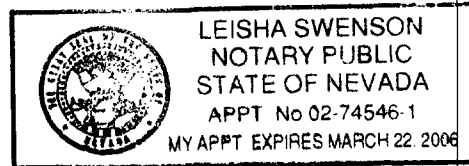
I, Herve R Andrieu, being duly sworn, state that I am Vice President of 3U Telecom Inc., the applicant herein; that I have reviewed the matters set forth in the Application and Exhibits and the statements contained therein are true to the best of my knowledge, except as to those matters which are stated on information or belief, and as to those matters I believe them to be true.

3U TELECOM INC.


By: _____
Herve R Andrieu, Vice President

Sworn to and subscribed before me this 21st day of August, 2002.


Notary Public



My Commission Expires: March 22, 2006

EXHIBIT LIST

EXHIBIT A	Articles of Incorporation
EXHIBIT B	Certificate of Authority to Transact Business
EXHIBIT C	Notarized Statement
EXHIBIT D	Proposed Tariff and Description of Service
EXHIBIT E	Sample Bill

BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION

Application of 3U TELECOM INC.

ARTICLES OF INCORPORATION

**EXHIBIT
A**

Articles of Incorporation

Of

3U TELECOM INC.

FILED # C7487-02

MAR 27 2002

IN THE OFFICE OF
Dean Heller
DEAN HELLER, SECRETARY OF STATE

First. The name of the corporation is 3U TELECOM INC.

Second. The registered office of the corporation in the State of Nevada is located at 1802 N. Carson Street, Suite 212, Carson City, Nevada 89701. The corporation may maintain an office, or offices, in such other places within or without the State of Nevada as may be from time to time designated by the Board of Directors or the By-Laws of the corporation. The corporation may conduct all corporation business of every kind and nature outside the State of Nevada as well as within the State of Nevada.

Third. The objects for which this corporation is formed are to engage in any lawful activity, including, but not limited to the following:

- a) Shall have such rights, privileges and powers as may be conferred upon corporations by any existing law.
- b) May at any time exercise such rights, privileges and powers, when not inconsistent with the purposes and objects for which this corporation is organized.
- c) Shall have power to have succession by its corporate name for the period limited in its certificate or articles of incorporation, and when no period is limited, perpetually, or until dissolved and its affairs wound up according to law.
- d) Shall have power to sue and be sued in any court of law or equity.
- e) Shall have power to make contracts.
- f) Shall have power to hold, purchase and convey real and personal estate and to mortgage or lease any such real and personal estate with its franchises. The power to hold real and personal estate shall include the power to take the same by devise or bequest in the State of Nevada, or in any other state, territory or country.
- g) Shall have power to appoint such officers and agents as the affairs of the corporation shall require, and to allow them suitable compensation.
- h) Shall have power to make By-Laws not inconsistent with the constitution or laws of the United States, or of the State of Nevada, for the management, regulation and government of its affairs and property, the transfer of its stock, the transaction of its business, and the calling and holding of meetings of its stockholders.
- i) Shall have power to wind up and dissolve itself, or be wound up or dissolved.
- j) Shall have power to adopt and use a common seal or stamp, and alter the same at pleasure. The use of a seal or stamp by the corporation on any corporate documents is not necessary. The corporation may use a seal or stamp, if it desires, but such use or nonuse shall not in any way affect the legality of the document.
- k) Shall have the power to borrow money and contract debts when necessary for the transaction of its business, or for the exercise of its corporate rights, privileges or franchises, or for any other lawful purpose of its incorporation; to issue bonds, promissory notes, bills of exchange, debentures, and other obligations and evidences

of indebtedness, payable at a specified time or times, or payable upon the happening of a specified event or events, whether secured by mortgage, pledge or otherwise, or unsecured, for money borrowed, or in payment for property purchased, or acquired, or for any other lawful object.

- l) Shall have power to guarantee, purchase, hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of the shares of the capital stock of, or any bonds, securities or evidences of the indebtedness created by, any other corporation or corporations of the State of Nevada, or any other state or government, and, while owners of such stock, bonds, securities or evidences of indebtedness, to exercise all rights, powers and privileges of ownership, including the right to vote, if any.
- m) Shall have power to purchase, hold, sell and transfer shares of its own capital stock, and use therefore its capital, capital surplus, surplus, or other property to fund.
- n) Shall have power to conduct business, have one or more offices, and conduct any legal activity in the State of Nevada, and in any of the several states, territories, possessions and dependencies of the United States, the District of Columbia, and any foreign countries.
- o) Shall have power to do all and everything necessary and proper for the accomplishment of the objects enumerated in its certificate or articles of incorporation, or any amendment thereof, or necessary or incidental to the protection and benefit of the corporation, and, in general, to carry on any lawful business necessary or incidental to the attainment of the objects of the corporation, whether or not such business is similar in nature to the objects set forth in the certificate or articles of incorporation of the corporation, or any amendments thereof.
- p) Shall have power to make donations for the public welfare or for charitable, scientific or educational purposes.
- q) Shall have power to enter into partnerships, general or limited, or joint ventures, in connection with any lawful activities, as may be allowed by law.

Fourth. That the total number of common stock authorized that may be issued by the Corporation is twenty-five thousand (25,000) shares of stock with no par value and no other class of stock shall be authorized. Said shares may be issued by the corporation from time to time for such considerations as may be fixed by the Board of Directors.

Fifth. The governing board of the corporation shall be known as directors, and the number of directors may from time to time be increased or decreased in such manner as shall be provided by the By-Laws of this corporation, providing that the number of directors shall not be reduced to fewer than one (1).

The first Board of Directors shall be one (1) in number and the name and post office address of the Director shall be listed as follows:

Name: Daniel A. Kramer

Address: 1802 N. Carson Street, Suite 212, Carson City, Nevada 89701

Sixth. The capital stock, after the amount of the subscription price, or par value, has been paid in, shall not be subject to assessment to pay the debts of the corporation.

Seventh. The name and post office address of the Incorporator signing the Articles of Incorporation is as follows:

Name: Daniel A. Kramer

Address: 1802 N. Carson Street, Suite 212, Carson City, Nevada 89701

Eighth. The Resident Agent for this corporation shall be VAL-U-CORP SERVICES, INC. The address of the Resident Agent, and, the registered or statutory address of this corporation in the State of Nevada, shall be: 1802 N. Carson Street, Suite 212, Carson City, Nevada 89701.

Ninth. The corporation is to have perpetual existence.

Tenth. In furtherance and not in limitation of the powers conferred by the statute, the Board of Directors is expressly authorized:

- a) Subject to the By-Laws, if any, adopted by the Stockholders, to make, alter or amend the By-Laws of the corporation.
- b) To fix the amount to be reserved as working capital over and above its capital stock paid in; to authorize and cause to be executed, mortgages and liens upon the real and personal property of this corporation.
- c) By resolution passed by a majority of the whole Board, to designate one (1) or more committees, each committee to consist of one or more of the Directors of the corporation, which, to the extent provided in the resolution, or in the By-Laws of the corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation. Such committee, or committees, shall have such name, or names as may be stated in the By-Laws of the corporation, or as may be determined from time to time by resolution adopted by the Board of Directors.
- d) When and as authorized by the affirmative vote of the Stockholders holding stock entitling them to exercise at least a majority of the voting power given at a Stockholders meeting called for that purpose, or when authorized by the written consent of the holders of at least a majority of the voting stock issued and outstanding, the Board of Directors shall have power and authority at any meeting to sell, lease or exchange all of the property and assets of the corporation, including its good will and its corporate franchises, upon such terms and conditions as its Board of Directors deems expedient and for the best interests of the corporation.

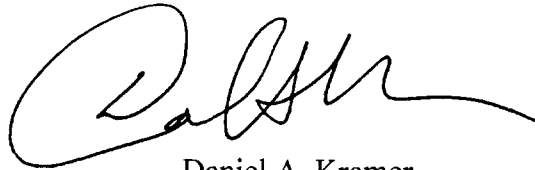
Eleventh. The corporation elects to have preemptive rights.

Twelfth. No director or officer of the corporation shall be personally liable to the corporation or any of its stockholders for damages for breach of fiduciary duty as a director or officer or for any act or omission of any such director or officer; however, the foregoing provision shall not eliminate or limit the liability of a director or officer for (a) acts or omissions which involve intentional misconduct, fraud or a knowing violation of law; or (b)

the payment of dividends in violation of Section 78.300 of the Nevada Revised Statutes. Any repeal or modification of this Article by the stockholders of the corporation shall be prospective only and shall not adversely affect any limitation on the personal liability of a director or officer of the corporation for acts or omissions prior to such repeal or modification.

Thirteenth. This corporation reserves the right to amend, alter, change or repeal any provision contained in the Articles of Incorporation, in the manner now or hereafter prescribed by statute, or by the Articles of Incorporation, and all rights conferred upon Stockholders herein are granted subject to this reservation.

I, the undersigned, being the Incorporator hereinbefore named for the purpose of forming a corporation pursuant to General Corporation Law of the State of Nevada, do make and file these Articles of Incorporation, hereby declaring and certifying that the facts herein stated are true, and accordingly have hereunto set my hand this March 18, 2002.

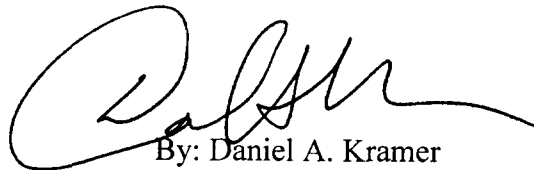


Daniel A. Kramer
Incorporator

**Certificate of Acceptance
By Resident Agent**

I, Val-U-Corp Services, Inc., hereby accept appointment as Resident Agent for the previously named corporation this March 18, 2002.

Val-U-Corp Services, Inc.



By: Daniel A. Kramer
As President

BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION

Application of 3U TELECOM INC.

**CERTIFICATE OF AUTHORITY
TO TRANSACT BUSINESS**

**EXHIBIT
B**

FILED

COMMONWEALTH OF KENTUCKY
JOHN Y. BROWN III
SECRETARY OF STATE

0540795.09

Pcraine
P101

John Y. Brown III
Secretary of State

Received and Filed

07/16/2002 01:44 PM

Fee Receipt: \$90.00

JUL 17 8 12 AM '02

GUY R. ZEIGLER
C.F.O.O.



BY Sam G. McNamara D.O. APPLICATION FOR CERTIFICATE OF AUTHORITY

Pursuant to the provisions of KRS Chapter 271B, 273 or 274, the undersigned hereby applies for authority to transact business in Kentucky on behalf of the corporation named below and for that purpose submits the following statements:

- The corporation is a business corporation (KRS 271B). a nonprofit corporation (KRS 273). a professional service corporation (KRS 274).
- The name of the corporation is 3U TELECOM INC.
- The name of the corporation to be used in Kentucky is 3U TELECOM INC.
(If "real name" is unavailable for use)
- Nevada is the state or country under whose law the corporation is incorporated.
- 3/27/02 is the date of incorporation and the period of duration is Perpetual
- The street address of the corporation's principal office is 1802 N. Carson St., Ste. 212-2683, Carson City, NV 89701
Street City State Zip Code
- The street address of the corporation's registered office in Kentucky is 315 High Street, Frankfort, KY 40602
Street City State Zip Code
and the name of the registered agent at that office is Sam G. McNamara
- The names and usual business addresses of the corporation's current officers and directors are as follows:

President	<u>Johannes Gottschalk</u>	<u>1802 N. Carson St., Ste. 212-2683</u>
Vice President		<u>Carson City, NV 89701</u>
Secretary	<u>Herve Andrieu</u>	<u>Same As Above</u>
Treasurer	<u>Herve Andrieu</u>	<u>Same As Above</u>
Directors	<u>Udo Graul</u>	<u>Same As Above</u>

(Attach a continuation sheet, if necessary)

- If a professional service corporation, all the individual shareholders, not less than one half of the directors, and all of the officers other than the secretary and treasurer are licensed in one or more states or territories of the United States or District of Columbia to render a professional service described in the statement of purposes of the corporation.
- A certificate of existence duly authenticated by the Secretary of State accompanies this application.
- This application will be effective upon filing, unless a delayed effective date and/or time is specified: _____
(Delayed effective date and/or time)

Johannes Gottschalk
Signature
GOTTSCHALK, Johannes President
Type or Print Name & Title
Date: July 10th 2002

I, Sam G. McNamara, consent to serve as the registered agent on behalf of the corporation.
Type or print name of registered agent

Sam G. McNamara
Signature of Registered Agent
Sam G. McNamara, Attorney
Type or Print Name & Title

BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION

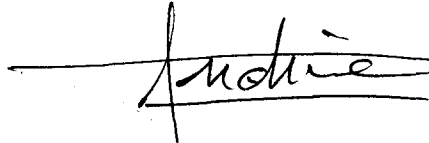
Application of 3U TELECOM INC.

NOTARIZED STATEMENT

**EXHIBIT
C**

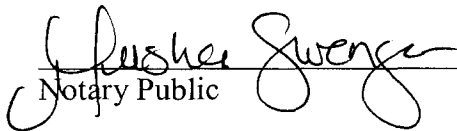
AFFIDAVIT

I, Herve R Andrieu, Vice President of 3U Telecom Inc., do hereby certify that the Company has not provided or collected for intrastate service in Kentucky prior to filing of this application and tariff.

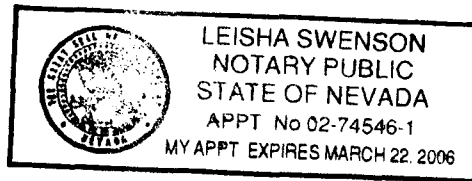


Herve R Andrieu, Vice President
3U Telecom Inc.

Sworn to and subscribed before me
this 21st day of august, 2002.



Notary Public



My Commission Expires: March 22, 2004

BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION

Application of 3U TELECOM INC.

PROPOSED TARIFF AND
DESCRIPTION OF SERVICE

EXHIBIT
D

Title sheet**Kentucky Telecommunications Tariff**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunications services provided by 3U TELECOM INC., ("3U Telecom") with principal office at 1802 N. Carson Street, Suite 212-2683, Carson City, NV 89701. This tariff applies for services furnished within the state of Kentucky. This tariff is on file with the Public Service Commission of Kentucky, and copies may be inspected, during normal hours, at the company's principal place of business.

Issued : August 23, 2002

By:

Herve R Andrieu
1802, N Carson Street
Suite 212-2683
Carson City, NV 89701

Effective: September 22, 2002

Check sheet

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of this page.

Sheet	Revision
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original

Issued : August 23, 2002
By:

Herve R Andrieu
1802, N Carson Street
Suite 212-2683
Carson City, NV 89701

Effective: September 22, 2002

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Section 2 – Rules and regulations.....	7
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Section 4 – Rates and Charges.....	27

Issued : August 23, 2002

Effective: September 22, 2002

By:

Herve R Andrieu
1802, N Carson Street
Suite 212-2683
Carson City, NV 89701

Symbols sheet

D – Delete or discontinue

I – Change resulting in an increase to a customer's bill

M – Moved 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

Issued : August 23, 2002

By:

Herve R Andrieu
1802, N Carson Street
Suite 212-2683
Carson City, NV 89701

Effective: September 22, 2002

Tariff format sheets

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the PSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc, the PSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).l.
- 2.1.1.A.1.(a).l.(i).
- 2.1.1.A.1.(a).l.(i).(1).

D. Check Sheets - When a tariff filing is made with the PSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the PSC.

Issued : August 23, 2002
By:

Herve R Andrieu
1802, N Carson Street
Suite 212-2683
Carson City, NV 89701

Effective: September 22, 2002

Section 1 – Technical terms and abbreviations

Access Line - An arrangement which connects the customer's location to the Company's network switching center.

Authorization Code – A pre-defined series of number to be dialed by the customer or End-User upon access to the Company's system to notify the caller and validate the caller's authorization to use the assigned services provided. The customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Company or Carrier – 3U TELECOM INC.

Commission – Commission refers to the Kentucky Public Service Commission or any succeeding agency.

Customer - the person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

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.

LEC – LEC stands for Local Exchange Carrier.

State - State refers to the state of Kentucky.

Subscriber – The Subscriber is a person or any 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.

Underlying Carrier – "Underlying Carrier" refers to any inter-exchange carrier that provides national and/or international services resold by the Company pursuant to this Tariff.

Issued : August 23, 2002
By:

Herve R Andrieu
1802, N Carson Street
Suite 212-2683
Carson City, NV 89701

Effective: September 22, 2002

Section 2 – Rules and regulations

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Company for telecommunications between points within the State of Kentucky. Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 Company's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS), switch network services, private lines and Wide Area Telecommunications Services (WATS) of underlying common carriers.
- 2.1.3 The rates and regulations contained in this tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.
- 2.1.4 The subscriber is entitled to limit the use of Company's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Company.

2.2 Use of Services

- 2.2.1 Company's Services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of Services, subject to any limitations listed in this Tariff. Company's Services shall not be used for any unlawful purposes.
- 2.2.2 The use of Company's Services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others, including the use of obscenity, profanity or lewdness, is prohibited.

Issued : August 23, 2002
By:

Herve R Andrieu
1802, N Carson Street
Suite 212-2683
Carson City, NV 89701

Effective: September 22, 2002

SECTION 2 . Rules and regulations (Cont'd)**2.2 Use of Services (Cont'd)**

- 2.2.3 The use of Company's Services without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Company's Services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.5 Company does not transmit messages, but the Services may be used for that purpose.
- 2.2.6 Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 A Customer of the Company's 800 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.
- 2.2.8 The Company shall not release a Customer's 800 number Responsible Organization until the Customer has paid for all charges due to the Company. The Customer remains responsible for and in any way arising from the Company's retention of the 800 number assigned to the Customer.
- 2.2.9 If in the Company's reasonable opinion a Customer of the Company's 800 service fails to provide sufficient answer supervision, the Company reserves the right to suspend service temporarily and/or deny requests for additional service. The Company shall provide 24 hours written notice of intent to suspend or deny service to such non-compliance.

Issued : August 23, 2002

Effective: September 22, 2002

By:

Herve R Andrieu
1802, N Carson Street
Suite 212-2683
Carson City, NV 89701

SECTION 2 . Rules and regulations (Cont'd)**2.3 Limitations on Service**

- 2.3.1 Service is offered by the Company subject to the availability of necessary facilities, equipment and/or billing arrangements with the DUC and/or LEC. Necessary facilities and equipment may include but is not limited to facilities or equipment to be provided by Company, connecting carriers, owners and operators of transmission capacity leased to Company or the LEC.
- 2.3.2 The Company undertakes to use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing services to any Customer.
- 2.3.3 The Customer obtains no property right or interest in any specific type of facility, service, connection, equipment, number process, credit card, travel card, debit card or code. All right, title and interests to such items remain, at all times, solely with the Company.

2.4 Location of Service

- 2.4.1 Originating Areas – Areas in the State of Kentucky where the service has been established by the Company.
- 2.4.2 Terminating Areas – All areas of the State of Kentucky.

Issued : August 23, 2002
By:

Herve R Andrieu
1802, N Carson Street
Suite 212-2683
Carson City, NV 89701

Effective: September 22, 2002

SECTION 2 . Rules and regulations (Cont'd)

2.5 Liability of Company

2.5.1 Undertaking of the Company

Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected.

- B. The Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

- C. The liability of the Company for errors in billing that result in overpayment by the customer shall be limited to a credit strictly equal to the dollar amount erroneously billed or, in the event that the payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

Issued : August 23, 2002

Effective: September 22, 2002

By:

Herve R Andrieu
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SECTION 2 . Rules and regulations (Cont'd)

2.5 Liability of Company (Cont'd)

2.5.1 Undertaking of the Company (Cont'd)

Limitations on Liability (Cont'd)

- D. The Company shall not be liable for any claims for loss or damages involving:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, acts of terrorism, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties including, but not limited to the DUC; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's facilities and services;
 4. Libel, defamation, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by mean of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

Issued : August 23, 2002

Effective: September 22, 2002

By:

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SECTION 2 . Rules and regulations (Cont'd)**2.5 Liability of Company (Cont'd)**2.5.1 Undertaking of the Company (Cont'd)Limitations on Liability (Cont'd)

6. Changes in any of the facilities, operations, or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A of this subsection 2.5.1
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payment made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees, agents or contractors that do not comport, or that are inconsistent, with the provisions of this tariff;
11. Any act or omission in connection with the provision of 911, E911, or similar services;

Issued : August 23, 2002

Effective: September 22, 2002

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SECTION 2 . Rules and regulations (Cont'd)

2.5 Liability of Company (Cont'd)

2.5.1 Undertaking of the Company (Cont'd)

Limitations on Liability (Cont'd)

12. Any incompleteness of calls due to network busy conditions;

13. Any calls not actually attempted to be completed during any period that service is unavailable.

E. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, including environmental contamination, whether owned by the Customer or by any other third party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

Issued : August 23, 2002

Effective: September 22, 2002

By:

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SECTION 2 . Rules and regulations (Cont'd)**2.5 Liability of Company (Cont'd)**2.5.1 Undertaking of the Company (Cont'd)Limitations on Liability (Cont'd)

- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G. The Company assumes no responsibility for the availability or performance of any cable, satellite, terrestrial or microwave systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- I. No agent or employee of any other carrier or entity, including the DUC, shall be deemed to be an agent or employee of the Company.

Issued : August 23, 2002

Effective: September 22, 2002

By:

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SECTION 2 . Rules and regulations (Cont'd)**2.5 Liability of Company (Cont'd)**2.5.1 Undertaking of the Company (Cont'd)Limitations on Liability (Cont'd)

- J. The Company reserves the right to discontinue furnishing services or cancel the Customer's account, without incurring any liability, immediately and without notice if 3U Telecom deems that such action is necessary to prevent or to protect against fraud or to otherwise protect 3U Telecom's personnel, agents, facilities, or services. Without limitation, 3U Telecom may take such actions if:
1. The Customer's service usage charges exceed established parameters based on his or her history of usage or on information provided in his or her application, which may indicate an unlikelihood of payment or possible fraud;
 2. The Customer refuses to furnish information or furnish false information that (i) is essential for billing; or (ii) pertains to his or her creditworthiness, his or her status under federal and/or state low income programs, his or her past or current use of common carrier communications service, or his or her planned use of such service;
 3. The Customer has been given timely written notice, in accordance with applicable state and federal law, by the Company of any past due amount (which remains unpaid, in whole or in part) for any of the Company's or an affiliated carrier's service to which the Customer either subscribe or had subscribed or used;
 4. The Company receives notice from the Customer's local telephone company that the local telephone company cancelled his or her local exchange service;

Issued : August 23, 2002

Effective: September 22, 2002

By:

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SECTION 2 . Rules and regulations (Cont'd)

2.5 Liability of Company (Cont'd)

2.5.1 Undertaking of the Company (Cont'd)

Limitations on Liability (Cont'd)

5. The Customer acts, or fails to act, in a manner that hinders or frustrates any investigation by the Company or others having legal authority to investigate the Customer legal obligations;
6. The Customer either refuses to pay when billed for service or indicates to the Company or an entity billing on the Company's behalf that he does not intend to pay for service used by him or her;
7. The Customer uses the service to transmit or receive a message, locate a person, or otherwise give or obtain information without payment for the service (i.e., signaling);
8. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the charges for the service by (i) using or attempting to use service by rearranging, tampering with, or making connections to service in an unauthorized manner; or (ii) using tricks, schemes, false or invalid numbers, false credit devices, or other fraudulent means or devices;
9. The Customer's telephone equipment fails to pass back to the Company the appropriate signal to start and stop billing for a call; or

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Effective: September 22, 2002

SECTION 2 . Rules and regulations (Cont'd)**2.5 Liability of Company (Cont'd)**2.5.1 Undertaking of the Company (Cont'd)Limitations on Liability (Cont'd)

10. The Company has made available service to the Customer and he or she has failed to place the available service into actual and substantial use during the 90-day period immediately following its availability, or, if during any service term, he or she has not actually and substantially used the available service for any consecutive 90-day period. As used in this paragraph, actual and substantial use will mean a pattern of use that discloses intent on the Customer's part to employ the service to transmit information of his or her choosing.

- K. The discontinuance of service(s) by the Company pursuant to these provisions does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.
- L. The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.6 Responsibilities of the Subscriber

2.6.1 The Subscriber is responsible for placing any necessary orders and complying with the regulations set forth in this Tariff. He or she is also responsible for the payment of charges for Services provided under this Tariff, and for assuring that Users comply with tariff regulations.

2.6.2 The Subscriber is responsible for notifying the Company immediately of any unauthorized use of Services, and remain liable for all charges accrued until such notification.

Issued : August 23, 2002

Effective: September 22, 2002

By:

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SECTION 2 . Rules and regulations (Cont'd)**2.6 Responsibilities of the Subscriber (Cont'd)**

- 2.6.3 The Subscriber shall ensure that his or her equipment and/or system is properly interfaced with the Company's facilities or Services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this Tariff, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers.
- 2.6.4 The Subscriber must use the Services offered in this Tariff in a manner consistent with the terms of this Tariff, and the policies and regulations of all state, federal and local authorities having jurisdiction over the Service.
- 2.6.5 The Subscriber is responsible for the payment of charges for calls originated at the Subscriber's telephone numbers or Authorization Code.

2.7 Cancellation of Service

- 2.7.1 Without incurring liability, upon proper written notice to the Customer, and notwithstanding Subsection 2.5 (Company's Liability), the Company may immediately suspend or discontinue Services to the Subscriber or may withhold the provision of ordered or contracted Services:
- A. For nonpayment of any sum due Company for more than thirty (30) days after issuance of the bill for the amount due,
 - B. For violation of any of the provisions of this tariff,
 - C. For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over Company's Services, or
 - D. By reason of any order or decision of a court, Public Service Commission or federal regulatory body or other governing authority prohibiting Company from furnishing its Services.

Issued : August 23, 2002

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SECTION 2 . Rules and regulations (Cont'd)**2.7 Cancellation of Service (Cont'd)**

2.7.2 Without incurring liability, Company may interrupt the provision of Services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Subscriber and Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

2.7.3 Company may discontinue Service without notice to the Subscriber, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain authorization codes, when Company deems it necessary to take such action to prevent unlawful use of its Service or fraud or abuse of facilities or change in rule or regulation by any governmental or quasi-governmental body or agency. Company will restore Service as soon as it can be provided without undue risk, and will, upon request by the Customer affected or on its own initiative, assign a new authorization code to replace the one that has been deactivated.

2.7.4 The use and restoration of service shall be in accordance with the priority system specified in part 64, subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Billing Arrangements

2.8.1 The Subscriber will be billed either directly by Company or its intermediary.

2.8.2 Company will render bills monthly or at another interval. Payment is due upon the Subscriber's receipt of its bill.

2.8.3 A late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

Issued : August 23, 2002

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SECTION 2 . Rules and regulations (Cont'd)**2.8 Billing Arrangements (Cont'd)**

- 2.8.4 A fee of \$20 will be charged whenever a charge made on Customer's credit card, or a direct debit made on his or her checking account, is charged back to Company. This fee will also apply if the amount charged back was currently under dispute as outlined in Section 2.10 (billing disputes). If the state law where the Customer receives the Services requires a different fee, Company will charge the Customer that amount.
- 2.8.5 A reconnection fee of \$10 will be charged when Service is re-established for Customers that have been suspended or disconnected due to non-payment.
- 2.8.6 Customer is responsible for payment of all charges for Services furnished to him or her, as well as to all persons using his or her access codes, exchange lines, facilities, or equipment, with or without his or her knowledge or consent.

2.9 Validation of Credit

Company reserves the right to validate the credit worthiness of Subscribers or Users. The Company, in its sole discretion, reserves the right to reject any customer or Applicant's request for service if it believes such Customer or Applicant presents an unacceptable credit risk.

2.10 Billing disputes

- 2.10.1 All bills are presumed accurate, and shall be binding on the Subscriber unless detailed objection is received by Company by telephone or in writing sent with registered mail within thirty (30) days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by 3U Telecom in writing within such thirty (30) day period.

Issued : August 23, 2002

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SECTION 2 . Rules and regulations (Cont'd)

2.10 Billing disputes (Cont'd)

2.10.2 If the Customer has an inquiry or complaint regarding Service or accounting, he or she may write to Company at 2654 W. Horizon Ridge Parkway, Suite B5-143, Henderson, NV 89052 or telephone 1-800-97 ASK 3U.

2.10.3 Adjustments to Customer's bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

2.10.4 Where over billing to Customer occurs, due either to Company or Customer's error, no liability exists which will require Company to pay any interest, dividend or other compensation on the amount over billed.

2.10.5 Credit may be given for disputed calls, on a per call basis, so long as the procedures for disputes are followed.

2.10.6 Credit shall not be issued for unavailability of domestic or international long distance Services.

Issued : August 23, 2002

Effective: September 22, 2002

By:

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SECTION 2 . Rules and regulations (Cont'd)

2.10 Billing disputes (Cont'd)

2.10.7 In the case of a billing dispute between the Subscriber and Company for service furnished to the Subscriber, which cannot be settled with mutual satisfaction, the Subscriber can take the following course of action within thirty (30) days of the billing date:

- A. First, the Subscriber may request, and Company will provide, an in-depth review of the disputed amount. However, the undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.
- B. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Company, the Subscriber may file an appropriate complaint with the Kentucky Commission. The Commission's address is:

Public Service Commission of Kentucky
P.O. Box 615,
211 Sower Boulevard,
Frankfort, Kentucky 40602-
1-(800)-772-4636

Issued : August 23, 2002
By:

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Effective: September 22, 2002

SECTION 2 . Rules and regulations (Cont'd)**2.11 Deposits**

The Company does not require a deposit from the Customer.

2.12 Advance Payments

For customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.13 Cost of Collection and Enforcement Proceedings

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated Services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs.

2.14 Taxes

The Customer is responsible for payment of the Federal, State and Local taxes and surcharges which will be billed as separate line items on his or her bill. All Federal, State and Local taxes and surcharges are not included in the quoted rates.

2.15 Promotions

2.15.1 Company may, from time to time, make promotional offerings to enhance the marketing of its Services. These offerings may be limited to certain dates, times and locations.

Issued : August 23, 2002

Effective: September 22, 2002

By:

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SECTION 2 . Rules and regulations (Cont'd)

2.15 Promotions (cont'd)

2.15.2 Sign-up bonuses or promotions will be available only to new customers. Promotions including on-going benefits will be available to all Customers on request, but only if you are a Customer in good standing at the time such award or promotion is scheduled to be granted.

2.15.3 Company reserves the right to amend or terminate promotions upon appropriate notice to you.

2.15.4 If the Customer is eligible to receive free minutes of calling under any promotion(s), he or she will not be eligible to receive, during any 12-month period, a total amount of free minutes of calling in excess of 1,200 minutes.

2.15.5 Company will notify the Commission of the rates, terms, conditions and time intervals applicable to each promotional offering.

Issued : August 23, 2002
By:

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Effective: September 22, 2002

Section 3 – Description of Services

3.1 Timing of Calls

- 3.1.1 Timing begins when the called station is answered and two-way communication is possible, as determined by standard industry methods generally in use for ascertaining answer. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up.
- 3.1.2 All calls are billed in one-second billing increments. There are no call setup fees or minimum call charges. This applies for all calls. All calls are rounded to the next second for billing purposes.
- 3.1.3 Company charges no application fee, no monthly fee and no minimum usage requirements to use its Services.
- 3.1.4 Customer is not be billed for uncompleted calls. Uncompleted calls are calls where Customer hangs-up before the called station is answered, or where he or she get a busy signal.
- 3.1.5 A customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 90% for all Feature Group D services ("1+" dialing).
- 3.1.6 Tariff calculation is not based on distance of the calls. All calls within the State are billed at the same rate.

3.2 Primary Interexchange Carrier Service

Primary Interexchange Carrier Service is a non-prepaid inter-LATA and intra-LATA toll service available to residential and business accounts, except hospitals, pay phones, hotels and inmate only facilities, that demonstrate sufficient credit-worthiness. The Customer may place calls only from presubscribed switched access working telephone number where such access is made available at the sole discretion of the Company. The Company serves as the Customer's Primary Interexchange Carrier Service ("PIC") for inter-LATA and intra-LATA toll service.

Issued : August 23, 2002
By:

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Effective: September 22, 2002

SECTION 3 . Description of Service (Cont'd)***3.3 Inbound 800 services***

Company provides inter-LATA and intra-LATA telecommunications services, including switched access telephone service. Calls are rated based on the duration of the call.

3.4 Directory Assistance

Intrastate Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party. Directory Assistance is available to any Customer that has switched access to the Directory Assistance bureau of the DUC. If a Customer calls for Directory Assistance for a call within its LATA, the call is handled by the LEC. If a Customer calls Directory Assistance for a call within the State but outside of its LATA, the call is routed to the DUC for handling.

3.5 Paper bill

Company's low rates require that Company provide the Customer's monthly bill online or by email. The Customer can then print it out on paper if he or she needs a paper bill. For a nominal fee, Company can also mail the Customer a printout of his or her bill on paper, either every month as part of his or her service plan, or on special request for a one-time fee.

Issued : August 23, 2002
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Effective: September 22, 2002

Section 4 – Rates and Charges

4.1 Primary Interexchange Carrier Service

Rate per minute is \$.059. Plan is billed per second from the first second of the call with no minimum per call nor call setup fee. The rate is applied all day long (24 hours per day), every day of the week (7 days a week).

4.2 Inbound 800 Service

Rate per minute is \$.059. Plan is billed per second. The rate is applied all day long (24 hours per day), every day of the week (7 days a week).

4.3 Directory Assistance

The charge is \$.99 per call.

4.4 Paper Bill

4.4.1 Monthly Paper Bill

The charge for a monthly paper bill is \$.99 recurring per month.

4.4.2 One-time Paper Bill

The charge for a one-time paper bill is \$2.99 one-time per request.

4.5 Chargeback Charge

If a charge made on the Customer's credit card, or a direct debit made on his or her checking account, is charged back to Company, the Company may charge the Customer a Chargeback Charge. The amount of the chargeback charge is \$20.

4.6 Restoration of Service Charges

Company will charge a reconnection fee of \$10 when Service is re-established for Customers that have been suspended or disconnected due to non-payment.

Issued : August 23, 2002

By:

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Effective: September 22, 2002

SECTION 4 . Rates and Charges (Cont'd)

4.7 Late Payment Charges

A late payment Charge of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

4.8 Special Promotions

The Company will, from time to time, offer special promotions to its customers waiving certain charges, These promotions will be approved by the PSC with specific starting and ending dates, and be made part of this tariff.

Issued : August 23, 2002

By:

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Carson City, NV 89701

Effective: September 22, 2002

BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION

Application of 3U TELECOM INC.

SAMPLE BILL

**EXHIBIT
E**



3U TELECOM INC.

Account: 1111111111111111
Bill Period: 11/1/02-11/30/02
Page 1 of 3

John Doe
99 Main Street
Somewhere, USA 99999

Account Summary	Amount	Total

Previous Balance	99.99	
Payments and Adjustments	99.99CR	

Balance as of Nov 30, 2002-08-21		0.00
New Charges		

Intrastate Calls	99.99	
State-to-State Calls	99.99	
International Calls	99.99	
Federal Tax	99.99	
State Tax	99.99	
Local Tax	99.99	

Total New Charges Due By November 30, 2002		999.99

Total Amount Due : 999.99

3U Telecom Customer Service Representatives are available to take your calls Monday through Friday from 9:00 AM until 5:00 PM PST. Call us toll free at 1-800-97-ASK-3U. We are also available at <http://www.3utelecom.com>

3U Telecom Inc.
2654 W. Horizon Ridge Pkway
Suite B5-143
Henderson, NV 89052

<http://www.3utelecom.com>
Phone: 1-800-97-ASK-3U
Fax: 1-800-95-FAX-3U
info@3utelecom.com

**3U TELECOM INC.**

Account: 1111111111111111
Bill Period: 11/1/02-11/30/02
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Intrastate Long Distance Charges

Date	Time	Area/Number	Min.	Amount
NOV02	4:25P	502-123-4567	7:12	9.99
NOV04	3:24P	502-123-4567	4:14	9.99
NOV09	7:25P	502-123-4567	1:11	9.99
NOV10	9:17P	502-123-4567	0:12	9.99
NOV12	10:20A	502-123-4567	7:15	9.99
NOV22	8:55A	502-123-4567	10:52	9.99
NOV22	9:15P	502-123-4567	8:12	9.99

TOTAL INTRASTATE LONG DISTANCE CHARGES 99.99

Out Of State Long Distance Charges

Date	Time	Area/Number	Min.	Amount
NOV03	4:25P	702-123-4567	7:12	9.99
NOV10	7:25P	702-123-4567	1:11	9.99
NOV11	9:17P	702-123-4567	0:12	9.99
NOV13	10:20A	702-123-4567	7:15	9.99
NOV16	3:44P	702-123-4567	3:15	9.99
NOV23	8:55A	702-123-4567	10:52	9.99
NOV23	9:15P	702-123-4567	8:12	9.99

TOTAL OUT OF STATE LONG DISTANCE CHARGES 99.99

3U Telecom Inc.
2654 W. Horizon Ridge Pkway
Suite B5-143
Henderson, NU 89052

<http://www.3utelecom.com>
Phone: 1-800-97-ASK-3U
Fax: 1-800-95-FAX-3U
info@3utelecom.com



3U TELECOM INC.

Account: 11111111111111
Bill Period: 11/1/02-11/30/02
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International Long Distance Charges

Date	Time	Area/Number	Min.	Amount
NOV02	4:25P	01149123456798	7:12	9.99
NOV20	7:25P	01149123456798	1:11	9.99
NOV21	9:17P	01149123456798	0:12	9.99
NOV23	10:20A	01149123456798	7:15	9.99
NOV25	8:55A	01149123456798	10:52	9.99
NOV26	9:15P	01149123456798	8:12	9.99
TOTAL INTERNATIONAL LONG DISTANCE CHARGES				99.99

Taxes

Federal Tax	9.99
State Tax	9.99
Local Tax	9.99
TOTAL TAXES	99.99

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