

NEW APPLICATION



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Fax: 480.893.2757
www.yoitsme.com

2004 OCT 22 P 3: 23

September 2, 2004

AZ CORP COMMISSION
DOCUMENT CONTROL

Arizona Corporation Commission
DOCKETED

OCT 22 2004

DOCKETED BY

Docket Control Center
ARIZONA CORPORATION COMMISSION
1200 W. Washington Street
Phoenix, Arizona 85007

Re: Application of Yo Its Me, Inc. for a Certificate of Convenience and Necessity

T-04281A-04-0761

Dear Sir:

Enclosed are an original and thirteen (13) copies of the Application of Yo Its Me, Inc. ("Yo Its Me" or "Applicant") for a Certificate of Convenience and Necessity. So that our records will be complete, I would appreciate it if you would please date-stamp the extra copy of this transmittal letter and mail it in the envelope provided.

Any questions regarding this Application should be directed to Todd H. Lowe, President, Visiology, Inc., 16061 Carmel Bay Drive, Northport, Alabama 35475, who may be reached by telephone at (205) 330-1701.

Any questions regarding the ongoing operations of Yo Its Me should be directed to Brooke Brinkerhoff, Yo Its Me, Inc., 3646 E. Ray Road, B16-27, Phoenix, Arizona 85044, who may be reached by telephone at (480) 893-6016 or e-mail at bbrinkerhoff@yoitsme.com.

Thank you for your assistance in this matter.

Yours truly,

Sean Loomer
President

Attachments

(A-3) The d/b/a ("Doing Business As") name if the Applicant is doing business under a name different from that listed in Item (A-2):

N/A

(A-4) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Management Contact:

Brooke Brinkerhoff, Yo Its Me, Inc., 3646 E. Ray Road, B16-27, Phoenix, AZ 85044, 480.893.6016, 480.893.2757, bbrinkerhoff@yoitsme.com

(A-5) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Attorney and/or Consultant:

Todd Lowe, Visiology, Inc. 16061 Carmel Bay Drive, Northport, Alabama 35475, (205) 330-1701, (205) 330-1705, toddlowe@visiology.com

(A-6) The name, address, telephone number (including area code), facsimile number (including area code), E-mail address of the Applicant's Complaint Contact Person:

Brooke Brinkerhoff, Yo Its Me, Inc., 3646 E. Ray Road, B16-27, Phoenix, AZ 85044, 480.893.6016, 480.893.2757, bbrinkerhoff@yoitsme.com

(A-7) What type of legal entity is the Applicant?

Sole proprietorship

Partnership: _____ Limited, _____ General, _____ Arizona, _____ Foreign

Limited Liability Company: _____ Arizona, _____ Foreign

Corporation: "S", _____ "C", _____ Non-profit, Arizona, _____ Foreign

Other, specify: _____

(A-8) Please include "Attachment A":

Attachment "A" must include the following information:

1. A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in the State of Arizona.
2. A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).
3. Indicate percentages of ownership of each person listed in A-8.2.

<p>(A-9) Include your Tariff as "Attachment B".</p> <p>Your Tariff must include the following information:</p> <ol style="list-style-type: none"> Proposed Rates and Charges for each service offered (reference by Tariff page number). Tariff Maximum Rate and Prices to be Charged (reference by Tariff page number). Terms and Conditions Applicable to provision of Service (reference by Tariff page number). Deposits, Advances, and/or Prepayments Applicable to provision of Service (reference by Tariff page number). The proposed fee that will be charged for returned checks (reference by Tariff page number).
<p>(A-10) Indicate the geographic market to be served:</p> <p><input checked="" type="checkbox"/> Statewide. (Applicant adopts statewide map of Arizona provided with this application).</p> <p><input type="checkbox"/> Other. Describe and provide a detailed map depicting the area.</p>
<p>(A-11) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any formal or informal complaint proceedings pending before any state or federal regulatory commission, administrative agency, or law enforcement agency.</p> <p>Describe in detail any such involvement. Please make sure you provide the following information:</p> <ol style="list-style-type: none"> States in which the Applicant has been or is involved in proceedings. Detailed explanations of the Substance of the Complaints. Commission Orders that resolved any and all Complaints. Actions taken by the Applicant to remedy and/or prevent the Complaints from re-occurring. <p>None.</p>
<p>(A-12) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any civil or criminal investigation, or had judgments entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years.</p> <p>Describe in detail any such judgments or convictions. Please make sure you provide the following information:</p> <ol style="list-style-type: none"> States involved in the judgments and/or convictions. Reasons for the investigation and/or judgment. Copy of the Court order, if applicable. <p>None.</p>
<p>(A-13) Indicate if the Applicant's customers will be able to access alternative toll service providers or resellers via 1+101XXXX access.</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

(A-14) Is applicant willing to post a Performance Bond? Please check appropriate box(s).

For Long Distance Resellers, a \$10,000 bond will be recommended for those resellers who collect advances, prepayments or deposits.

Yes

No

If "No", continue to question (A-15).

For Local Exchange Resellers, a \$25,000 bond will be recommended.

Yes

No

If "No", continue to question (A-15).

For Facilities-Based Providers of Long Distance, a \$100,000 bond will be recommended.

Yes

No

If "No", continue to question (A-15).

For Facilities-Based Providers of Local Exchange, a \$100,000 bond will be recommended.

Yes

No

If "No", continue to question (A-15).

Note: Amounts are cumulative if the Applicant is applying for more than one type of service.

(A-15) If No to any of the above, provide the following information. Clarify and explain the Applicant's deposit policy (reference by tariff page number). Provide a detailed explanation of why the applicant's superior financial position limits any risk to Arizona consumers.

Applicant does not collect deposits or advance payments. See page 27 of tariff. All services will be rendered prior to collection from Arizona consumers.

(A-16) Submit copies of affidavits of publication that the Applicant has, as required, published legal notice of the Application in all counties where the applicant is requesting authority to provide service.

Note: For Resellers, the Applicant must complete and submit an Affidavit of Publication Form as Attachment "C" before Staff prepares and issues its report. Refer to the Commission's website for Legal Notice Material (Newspaper Information, Sample Legal Notice and Affidavit of Publication). For Facilities-Based Service Providers, the Hearing Division will advise the Applicant of the date of the hearing and the publication of legal notice. Do not publish legal notice or file affidavits of publication until you are advised to do so by the Hearing Division.

(A-17) Indicate if the Applicant is a switchless reseller of the type of telecommunications services that the Applicant will or intends to resell in the State of Arizona:

Yes

No

If "Yes", provide the name of the company or companies whose telecommunications services the Applicant resells.

CCI Communications

(A-18) List the States in which the Applicant has had an application approved or denied to offer telecommunications services similar to those that the Applicant will or intends to offer in the State of Arizona:

Note: If the Applicant is currently approved to provide telecommunications services that the Applicant intends to provide in Arizona in less than six states, excluding Arizona, list the Public Utility Commission ("PUC") of each state that granted the authorization. For each PUC listed provide the name of the contact person, their phone number, mailing address including zip code, and e-mail address.

None

(A-19) List the States in which the Applicant currently offers telecommunications services similar to those that the Applicant will or intends to offer in the State of Arizona.

Note: If the Applicant currently provides telecommunication services that the Applicant intends to provide in Arizona in six or more states, excluding Arizona, list the states. If the Applicant does not currently provide telecommunications services that the Applicant intends to provide in Arizona in five or less states, list the key personnel employed by the Applicant. Indicate each employee's name, title, position, description of their work experience, and years of service in the telecommunications services industry.

None

(A-20) List the names and addresses of any alternative providers of the service that are also affiliates of the telecommunications company, as defined in R14-2-801.

None

B. FINANCIAL INFORMATION

(B-1) Indicate if the Applicant has financial statements for the two (2) most recent years.

Yes

No

If "No," explain why and give the date on which the Applicant began operations.

Applicant was organized May 20, 2004.

(B-2) Include "Attachment D".

Provide the Applicant's financial information for the two (2) most recent years.

1. A copy of the Applicant's balance sheet.
2. A copy of the Applicant's income statement.
3. A copy of the Applicant's audit report.
4. A copy of the Applicant's retained earnings balance.
5. A copy of all related notes to the financial statements and information.

(B-3) Indicate if the Applicant will rely on the financial resources of its Parent Company, if applicable.

N/A

(B-4) The Applicant must provide the following information.

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification, adjusted to reflect the maximum rates for which the Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per unit.
2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.
3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets expected to be used in the provision of telecommunications service to Arizona customers at the end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list.
4. If the projected value of all assets is zero, please specifically state this in your response.
5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts.

See Attachment E

C. RESOLD LONG DISTANCE AND/OR LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(C-1) Indicate if the Applicant has a resale agreement in operation
 Yes No
If "Yes", please reference the resale agreement by Commission Docket Number or Commission Decision Number.

N/A - Applicant is a long distance reseller.

D. FACILITIES-BASED LONG DISTANCE AND/OR FACILITIES BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(D-1) Indicate if the Applicant is currently selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in the State of Arizona. This item applies to an Applicant requesting a geographic expansion of their CC&N:

Yes No

If "Yes," provide the following information:

1. The date or approximate date that the Applicant began selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services for the State of Arizona.
2. Identify the types of facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services that the Applicant sells in the State of Arizona.

If "No," indicate the date when the Applicant will begin to sell facilities-based long distance telecommunications AND/OR facilities-based local exchange telecommunications services in the State of Arizona:

(D-2) Check here if you wish to adopt as your petition a statement that the service has already been classified as competitive by Commission Decision:

Decision # 64178 Resold Long Distance

Decision # 64178 Resold LEC

Decision # 64178 Facilities Based Long Distance

Decision # 64178 Facilities Based LEC

E. FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(E-1) Indicate whether the Applicant will abide by the quality of service standards that were approved by the Commission in Commission Decision Number 59241:

Yes

No

(E-2) Indicate whether the Applicant will provide all customers with 911 and E911 service, where available, and will coordinate with incumbent local exchange carriers ("ILECs") and emergency service providers to provide this service:

Yes

No

(E-3) Indicate that the Applicant's switch is "fully equal access capable" (i.e., would provide equal access to facilities-based long distance companies) pursuant to A.A.C. R14-2-1111 (A):

Yes

No

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county, and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services (A.A.C. Title 14, Chapter 2, Article 11) and that the company will abide by Arizona state law including the Arizona Corporation Commission Rules. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.

Sean Loomer

(Signature of Authorized Representative)

10-6-04

(Date)

Sean Loomer

(Print Name of Authorized Representative)

President

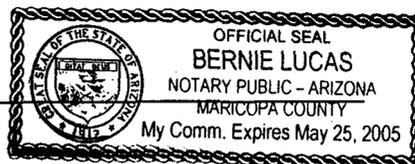
(Title)

SUBSCRIBED AND SWORN to before me this 6th day of Oct, 2004

Bernie Lucas

NOTARY PUBLIC

My Commission Expires _____



Yo Its Me, Inc.

ARIZONA CORPORATION COMMISSION

CC&N APPLICATION

ATTACHMENT A

CORPORATE DOCUMENTS

Certificate of Good Standing
Ownership

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION

CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Brian C. McNeil, Executive Secretary of the Arizona Corporation Commission, do hereby certify that

*****YO IT'S ME, INC.*****

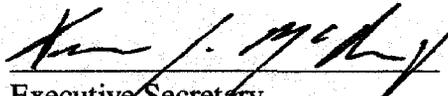
a domestic corporation organized under the laws of the State of Arizona, did incorporate on May 20, 2004.

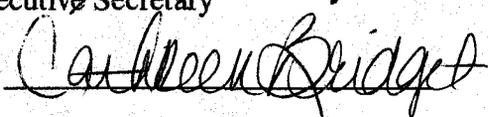
I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said corporation is not administratively dissolved for failure to comply with the provisions of the Arizona Business Corporation Act; that its most recent Annual Report, subject to the provisions of A.R.S. sections 10-122, 10-123, 10-125 & 10-1622, has been delivered to the Arizona Corporation Commission for filing; and that the said corporation has not filed Articles of Dissolution as of the date of this certificate.

This certificate relates only to the legal existence of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 31st Day of August, 2004, A. D.




Executive Secretary

By 

Yo Its Me, Inc. Officers, Directors, & Shareholders		
Name/Title	Address	% of Shares
Sean P. Loomer, President	3646 E. Ray Road, B16-27 Phoenix, AZ 85044	100%

Yo It's Me Inc.'s Founder and President, Sean Loomer, was a pioneer in the pre-paid calling card industry. In 1992 he left a secure management position with MCI to found one of the Arizona's first pre-paid calling card companies. The company had hundreds of distribution channels nationwide. He sold the multi-million dollar producing business in 1997. Since then, Sean has been heavily involved consulting within the telecom industry.

Yo Its Me, Inc.

ARIZONA CORPORATION COMMISSION

CC&N APPLICATION

ATTACHMENT B

PROPOSED TARIFF

1. Proposed Rates and Charges for each service offered Price List pages 1 - 6.
2. Tariff Maximum Rate and Prices to be Charged pages 53 - 56.
3. Terms and Conditions Applicable to provision of Service pages 12 - 44.
4. Deposits, Advances, and/or Prepayments Applicable to provision of Service page 27.
5. The proposed fee that will be charged for returned checks \$15.00 PPrice Llst page 6.

Yo It's Me, Inc.

A.C.C. Tariff No. 1
Page 1, Original

Issued: October 2, 2004

Interexchange Services Tariff

Effective:

Yo It's Me, Inc.

THIS TARIFF CONTAINS THE

REGULATIONS AND RATES APPLICABLE TO THE PROVISION

OF COMPETITIVE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

WITHIN THE STATE OF ARIZONA

Issued: October 2, 2004

Interexchange Services Tariff

Effective:

CHECK PAGE

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

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Yo It's Me, Inc.

A.C.C. Tariff No. 1
Page 4, Original

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Interexchange Services Tariff

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Yo It's Me, Inc.

A.C.C. Tariff No. 1
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CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

None

SYMBOLS

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

- R - To signify reduction
- I - To signify increase
- T - To signify a change in text or regulation but no change in rate
- M - To signify matter moved to or from another location
- N - To signify new rate or regulation
- D - To signify discontinued rate or regulation

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 Cancels the 3rd Revised Page 14.
- C. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1(A)
 - 2.1.1(A).1
 - 2.1.1(A).1.a
- D. Check Page - When a filing is made with the Commission, an updated Check Page accompanies the filing. The Check Page lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the Check Page is changed to reflect the revision.

Issued: October 2, 2004

Effective:

Interexchange Services Tariff

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

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

AATU: AATU stands for Average Annual Total Usage.

A.C.C.: A.C.C. stands for the Arizona Corporation Commission.

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

ANI: ANI stands for Automatic Number Identification.

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

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

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

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

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

CAP: CAP is an acronym for Competitive Access Provider.

Issued: October 2, 2004

Interexchange Services Tariff

Effective:

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

CLEC: CLEC stands for Competitive Local Exchange Carrier

Company: Company refers to Yo It's Me, Inc.

Commission: Commission refers to the Arizona Corporation Commission.

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

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

DUC: DUC is an acronym for Designated Underlying Carrier.

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

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

Issued: October 2, 2004

Effective:

Interexchange Services Tariff

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

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

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

IXC: IXC stands for Interexchange Carrier.

LATA: LATA is an acronym for Local Access Transport Area which is a geographic boundary, within which the LEC provides communications services.

LEC: LEC is an acronym for Local Exchange Carrier.

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

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

PIC: PIC stands for Primary Interexchange Carrier.

PIN: PIN stands for Personal Identification Number.

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Interexchange Services Tariff

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

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

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

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

State: State refers to the State of Arizona.

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

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

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

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Interexchange Services Tariff

SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

This Tariff contains the description, regulations, and rates applicable to intrastate InterLATA and intrastate IntraLATA telecommunications Service offered by Yo It's Me, Inc. with principal offices at 9633 S. 48th Street, Suite 250, Phoenix, AZ 85044. The Company's Services are provisioned via the DUC.

2.2 Limitations Of Service(s)

2.2.1 Services are offered subject to the availability of facilities and/or equipment from the DUC, the Company's ability to provision the order at the time the Applicant or Customer orders Service, and the provisions of this Tariff. The Company reserves the right, without incurring liability, to refuse to provide Service, to or from any location where the necessary facilities, equipment, systems, and/or switch software are not available.

2.2.2 Pre-Subscribed Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, twenty-four (24) hours per day.

2.2.3 Service will be provided until canceled by the Customer pursuant to Section 2.9 of this Tariff or suspended or terminated by the Company pursuant to Section 2.10 of this Tariff.

2.2.4 The Company, when acting at the Customer's request and, as its authorized agent, will make reasonable efforts to arrange for Service requirements such as special routing, route diversity, alternate access, or circuit conditioning.

2.2.5 All services are interstate offerings, but the Customer has the option to use the services to place intrastate calls. Intrastate Service is only available if the Customer subscribes to the Company's comparable interstate service offering.

Issued: October 2, 2004

Interexchange Services Tariff

Effective:

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations of Services (continued)

- 2.2.6 If the Company learns that an Applicant is attempting to sell, barter, trade, or otherwise transfer a toll-free inbound telephone number to another person, the Company may refuse to establish Service.
- 2.2.7 The availability of toll-free numbers from the Company is limited by the Company's ability to obtain toll-free numbers from the DUC.
- 2.2.8 The Company reserves the right to refuse to process calls when the Authorization Code or PIN cannot be validated.

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Effective:

Interexchange Services Tariff

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of the Company

- 2.3.1 The Company's liability will be limited to that expressly assumed in Section 2.3 of this Tariff.
- 2.3.2 With respect to the Switched Services contained herein and except as otherwise provided herein, the liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of furnishing Service hereunder and not caused by the negligence or intentional acts of the Customer will in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect in the course of furnishing Service hereunder occurs, except in cases of willful misconduct by the Company.
- 2.3.3 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand.
- 2.3.4 No agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be agents or employees of the Company without written authorization.

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Interexchange Services Tariff

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

- 2.3.5 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer will not constitute the permanent waiver of any term or condition herein. Each of the provisions will remain at all time in full force and effect until modified in writing.
- 2.3.6 The Company is not liable for any damages the Customer may incur as a result of the unlawful or fraudulent use or use by an unauthorized person of the Service(s).
- 2.3.7 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties will not result in the imposition of any liability whatsoever upon the Company, and Customer will pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties.

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2.3 Liabilities of The Company (continued)

2.3.8 The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to:

- (A) Unavoidable interruption in the working of transmission facilities including but not limited to fire, explosion, vandalism, cable cut, or other similar occurrence; or
- (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
- (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties, supplier failures, shortages, breaches or delays, unlawful acts of individuals including acts of the Company's agents, contractors, and employees if committed beyond the scope of their employment, or preemption of existing Services to Restore Service in compliance with Part 64, Subpart D, Appendix A, of the FCC's rules and regulations; or
- (E) Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.

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2.3 Liabilities of The Company (continued)

2.3.9 The Company is not liable for:

- (A) Damages caused by the negligence or willful misconduct of the Customer;
or
- (B) The use or abuse of any Service described herein by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, Service, or device. In the case of Inbound Service, this also applies to third parties who dial the Customer's toll-free inbound number by mistake; or
- (C) Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties; or
- (D) Any act or omission of any other company or companies furnishing a portion of the Service(s) or facilities or equipment associated with such Service(s).
- (E) Any action, such as blocking, discontinuing, or interrupting Service(s) by the Company of all traffic or traffic to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff in order to control fraud or non-payment; or

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2.3 Liabilities of The Company (continued)

2.3.9 The Company is not liable for: (continued)

- (F) Any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of Services when such defacement or damage is not the result of the Company's negligence. The Customer will indemnify and hold harmless the Company from any claim of the owner of the Customer's premises or other third party claims for such damages.

- (G) Any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder, absent a determination of willful misconduct by judicial or administrative proceedings. With respect to any Services 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 fitness for a particular purpose.

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2.4 Use of Service

2.4.1 The Services offered herein may be used for any lawful purpose, including business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the DUC or others.

2.4.2 Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon written notification to the Customer, without incurring any liability, discontinue the furnishing of such Service. The Customer will be deemed to have canceled Service as of the date of such disconnection and will be liable for any cancellation charges set forth in this Tariff. If the Customer uses 10XXX or other carrier access codes once the Customer's account has been canceled by the Company, the Customer is a Customer of the DUC not the Company.

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2.4 Use of Service (continued)

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

- (A) One joint user or Authorized User must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all joint users or Authorized Users in the application for Service. Service orders which involve the start, rearrangement, or discontinuance of joint use or authorized use Service will be accepted by the Company only from that Customer and will be subject to all regulations of this Tariff.
- (B) All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User will be liable to the Company for all charges incurred as a result of its use of Service(s). Each joint or Authorized User must submit to the designated Customer a letter accepting contingent liability for its portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or Authorized User understands that the Company will receive a copy of the guaranty from the designated Customer. The Customer will be responsible for allocating charges to each joint user or Authorized User.

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2.4 Use of Service (continued)

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

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

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

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2.5 Obligations of the Customer

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

- (A) Claim(s) for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted via Service(s); or
- (B) Violation(s) by the Customer of any other literary, intellectual, artistic, dramatic, or musical right, or other content transmitted via the Service(s); or
- (C) Violation(s) by the Customer of the right to privacy; or
- (D) Claim(s) of patent infringement arising from combining or connecting Company's facilities or the facilities of the DUC with apparatus and systems of the Customer; or
- (E) Any other rights whatsoever relating to or arising from message content or the transmission thereof; or
- (F) All other claims arising out of any act or omission of the Customer in connection with any Service.
- (G) Defacement of, or damage to, the premises of a Customer resulting from the furnishing, installation, and/or removal of Channel facilities or the attachment of instruments, equipment, and associated wiring on or from the Customer's Premises; or

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2.5 Obligations of the Customer (continued)

2.5.1 (continued)

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

2.5.2 In the event parties other than Customer (e.g., Customer's customers) will have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold the Company and any affiliated or unaffiliated third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties.

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2.5 Obligations of the Customer (continued)

- 2.5.3 Customer will not use the Company name or any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion or promotional material, or publication, contracts, or bills, etc. of the Customer without the express prior written approval of the Company.
- 2.5.4 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.
- 2.5.5 The cancellation of Service by the Customer pursuant to Section 2.9 of this Tariff or discontinuance or suspension of Service(s) by the Company pursuant to Section 2.10 of this Tariff does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.
- 2.5.6 The Customer is responsible for payment for all long distance calls originated at the Customer's number(s), terminated on the Customer's 800 number, billed to the Customer's travel card or authorization code, accepted at the Customer's number, or incurred at the specific request of the Customer. The Customer is responsible for paying all Services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were used fraudulently.

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2.5 Obligations of the Customer (continued)

- 2.5.7 The Company may rely on LECs or other third parties for the performance of Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder will not be reduced by untimely installation or non-operation of Customer-provided facilities and equipment.
- 2.5.8 The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Section 2.3 of this Tariff and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses (including attorneys' fees) and satisfy all judgements which may be incurred by or rendered against the Company in connection therewith.
- 2.5.9 The Customer is responsible for the payment of all charges for Service(s) provided under this Tariff and for the payment of all assessments, duties, fees, surcharges, taxes, or similar liabilities whether charged to or against the Company or the Customer. This includes but is not limited to amounts the Company is required by governmental, quasi-governmental, or other entities to collect and/or to pay to designated entities. The Company may adjust its rates and charges or impose additional rates and charges on its Customer in order to recover these amounts. Unless specified otherwise herein, if an entity other than the Company (e.g., another carrier or supplies) imposes charges on the Company in connection with a Customer's Service, that entity's charges will be passed through to the Customer. The Customer is responsible for the payment of all such charges.

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2.5 Obligations of the Customer (continued)

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

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2.6 Obtaining Service

2.6.1 Application for Service

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

2.6.2 Establishment of Credit

(A) Applicant

The Company reserves the right to examine the credit record and check the references of all Applicants and Customers. The Company may examine the credit profile/record of any Applicant prior to accepting the Service order. These will not in themselves obligate the Company to provide Services or to continue to provide Services, if a later check of Applicant's credit record is, in the opinion of the Company, contrary to the best interests of the Company.

(B) Customer

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

2.6.3 Deposits

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

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2.7 Rendering and Payment of Bill

2.7.1 General

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

2.7.2 Methods Of Payment

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

(A) Direct Billing By Company Or Authorized Billing Agent

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

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2.7 Rendering and Payment of Bill (continued)

2.7.2 Methods Of Payment (continued)

(B) LEC Billing

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

2.7.3 Past Due Payments

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

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2.7 Rendering and Payment of Bill (continued)

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

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

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2.8 Customer Service

2.8.1 General

The Company's name and toll-free number appear on the bill. Customer Service may be contacted in writing at 3646 E. Ray Road, B16-27, Phoenix, AZ 85044. Customers may also contact Customer Service by dialing the toll-free shown on their bill. Customer Service representatives are available from 5 a.m. to 7 p.m. Pacific Time business days and 6 a.m. to 4 p.m. Saturday for normal billing and service questions. After hours, calls will go to voice mail and be returned the next business day.

2.8.2 Billing Inquiries

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

2.8.3 Service Difficulties

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

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2.9 Cancellation of Service By Customer

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

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2.10 Termination of Service By Company

2.10.1 Termination of Service With Notice

Conditions under which the Company may, with five (5) days written notice, refuse or terminate Service without liability include, but are not limited to:

- (A) Customer violation of any of the Company's Tariffs filed with the Commission and/or violation of the Commission's rules and regulations.
- (B) Failure of the Customer to pay a bill for Service.
- (C) Failure to meet or maintain the Company's credit and deposit requirements.
- (D) Customer breach of contract for Service between the Company and Customer.
- (E) When necessary for the Company to comply with an order of any governmental agency having such jurisdiction.

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2.10 Termination of Service By Company (continued)

2.10.2 Temporary Suspension of Service

In the event of emergency or threatened or actual disruption of Service to other Customers, the Company may temporarily restrict Service without notice and without incurring liability. The Company reserves the right to limit the use of Service(s), without incurring liability, when necessitated by conditions beyond the Company's control, or when the Customer is using Services in violation of the law or of the provisions of this Tariff.

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2.10 Termination of Service By Company (continued)

2.10.3 Conditions Under Which The Company May, Without Notice, Refuse or Terminate Service without liability include but are not limited to:

- (A) The existence of an obvious hazard to safety or health of the Customer or the general population or the Company's personnel or the DUC's facilities.
- (B) The Company has evidence of tampering or evidence of fraud.

The Company is not required to restore Service until the conditions which resulted in the termination of Service have been corrected to the satisfaction of the Company.

The Company will maintain a record of all terminations of Service without notice. This record will be maintained for a minimum of one (1) year and will be available to inspection by the Commission.

2.10.4 Charges Owed

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

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2.11 Interruption of Service

2.11.1 General

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

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2.12 Taxes and Assessments

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

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2.12 Taxes and Assessments (continued)

- 2.12.4 In order to be granted exemption status, a Customer claiming exempt status must provide the Company with copies of all relevant exemption certificates and documents required by the Company. New Customers are required to provide the requested documentation at the time Service is ordered. Failure to provide the required documentation at the time Service is ordered will result in all assessments, duties, fees, surcharges, taxes, or similar liabilities (as described in Section 2.5.10 of this Tariff) being levied by the Company on the Customer's Service. The Customer will be responsible for the payment of all such charges.
- 2.12.5 Failure to provide the required documentation at the time Service is ordered will also result in all taxes as noted herein being levied by the Company on the Customer's Service, and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Customer will also be billed for all applicable assessments, duties, fees, surcharges, or similar liabilities as described in Section 2.5.10 of this Tariff. The Company is not liable for refunding the amount of the taxes paid the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service. In the event taxes are erroneously, paid the Company is not liable for refunding any such payments to the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.
- 2.12.6 Failure to pay the appropriate assessments, duties, fees, surcharges, taxes, or similar liabilities prior to exempt status being accorded by the Company will result in termination of Service.

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2.13 Timing of Calls

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

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2.14 Application of Charges

2.14.1 Timing Increments

Calls are billed in various timing increments depending on the Service subscribed to by the Customer. Each Service has its own specific initial period and additional period. Unless the length of the initial period and the additional period is otherwise specified in Section 3 of this Tariff, the initial period is one (1) minute or fraction thereof, and the additional period is each one (1) minute or fraction thereof. Fractions of a timing increment are rounded up to the next highest increment. Rates and charges specified for Services offered under this Tariff are maximums. Any change to a rate or charge at or below the maximum level shall not be construed as an application to increase rates. The rates and charges applicable at any given time are covered in a price list furnished to the Commission by the Company.

2.14.2 Rounding

(A) Payphone Surcharge

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

(B) All Usage-Sensitive Services

Usage charges apply to all completed calls. The usage charges for each completed call during a billing month will be computed. If the charge includes a fraction of a cent of \$.005 or more, the fraction is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent.

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2.15 Transfer or Assignment

Prior written permission from the Company is required before Customers may assign or transfer any Service. All regulations and conditions contained in this Tariff and all other applicable Service conditions will apply to all such permitted assignees or transferees. After obtaining the Company's written consent, the Customer of record may assign or transfer the use of Service where there is no interruption or physical relocation. All terms and provisions contained in this Tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:

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

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

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2.16 Agreements, Proposals, and Warranties

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

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

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SECTION 2 - RULES AND REGULATIONS

2.17 Changes to Service Offerings

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

2.18 Restoration of Services

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

2.19 Promotions

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

Issued: October 2, 2004

Effective:

Interexchange Services Tariff

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services - Switched Access

3.1.1 General

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

3.1.2 Switched Access Services

(A) Primary Interexchange Carrier Service

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

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

Issued: October 2, 2004

Effective:

Interexchange Services Tariff

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services (continued)

3.1.3 Dedicated Access Services

(A) Direct Access

Direct Access is an outbound only, long distance pricing plan for Customers that utilize Dedicated Access to reach the Company's switch or the DUC's POP. The Customer is responsible for obtaining the Dedicated Access required to provision this service. Direct Access is available to Business Customers. Calls are billed in six (6) second increments.

Issued: October 2, 2004

Interexchange Services Tariff

Effective:

SECTION 3 - DESCRIPTION OF SERVICES

3.2 Inbound 800 Services

3.2.1 General

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

3.2.2 Services Terminating Via Switched Access

(A) DA 800

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

Issued: October 2, 2004

Effective:

Interexchange Services Tariff

SECTION 3 - DESCRIPTION OF SERVICES

3.2 Inbound 800 Services (continued)

3.2.3 Services Terminating Via Dedicated Access

(A) DA Direct 800

DA Direct 800 is an inbound only, long distance pricing plan. Calls are originated from any point in the state on any type of access but are terminated via Dedicated Access lines between the Customer's premises and the Company's switch or the DUC's POP. The Customer is responsible for obtaining the Dedicated Access required to provision this service. DA Direct 800 is available to Business Customers. Calls are billed in six (6) second increments with an initial period of thirty (30) Seconds.

Issued: October 2, 2004

Effective:

Interexchange Services Tariff

SECTION 3 - DESCRIPTION OF SERVICES

3.3 Directory Assistance

3.3.1 Description of Service

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

3.3.2 Availability of Service

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

Yo It's Me, Inc.

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Issued: October 2, 2004

Effective:

Interexchange Services Tariff

SECTION 3 - DESCRIPTION OF SERVICES

3.4 Reserved For Future Use

Issued: October 2, 2004

Effective:

Interexchange Services Tariff

SECTION 3 - DESCRIPTION OF SERVICES

3.5 Yo It's Me

Yo It's Me provides an automated system for making collect calls. The user dials the toll free access number, 1-800-YO-ITS-ME (1-800-964-8763), enters the called number and at the prompt, identifies the caller. The call is connected with an audio prompt stating that there is a collect call, the caller's name, the company's name, the charge, and the instruction to press one (1) to accept the call or hang up and you will not be charged. If the call is accepted, the company's name is repeated and the call is connected. The call has a flat rate for up to ten (10) minutes usage. There is a one minute warning before the call expires.

The call is billed to the called number on the local telephone bill.

Issued: October 2, 2004

Effective:

Interexchange Services Tariff

SECTION 4 - MAXIMUM RATES AND CHARGES

4.1 Outbound Services

4.1.1 Primary Interexchange Carrier Service

The maximum rate is \$0.99 per minute.

4.1.2 Direct Access

The maximum rate is \$0.99 per minute.

Issued: October 2, 2004

Effective:

Interexchange Services Tariff

SECTION 4 - MAXIMUM RATES AND CHARGES

4.2 Inbound Services

4.2.1 DA 800

The maximum rate is \$0.99 per minute.

4.2.2 DA Direct 800

The maximum rate is \$0.99 per minute.

Yo It's Me, Inc.

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Issued: October 2, 2004

Effective:

Interexchange Services Tariff

SECTION 4 - MAXIMUM RATES AND CHARGES

4.3 Directory Assistance

The maximum charge is \$3.50 per call.

Issued: October 2, 2004

Effective:

Interexchange Services Tariff

SECTION 4 - MAXIMUM RATES AND CHARGES

4.4 Reserved For Future Use

Yo It's Me, Inc.

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Effective:

Interexchange Services Tariff

SECTION 4 - MAXIMUM RATES AND CHARGES

4.5 Yo It's Me

The maximum rate is \$9.95 for up to ten (10) minutes of usage.

The Payphone Surcharge does not apply to Yo It's Me calls.

Issued: October 2, 2004

Effective:

Interexchange Services Tariff

SECTION 4 - MAXIMUM RATES AND CHARGES

4.6 Miscellaneous Charges

4.6.1 Return Check Charge

If a Customer's check is returned by the bank, the Company may charge the Customer a return check charge. The maximum amount of the return check charge is \$45.00.

4.6.2 Payphone Surcharge

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

The Customer shall pay the Company a maximum per call surcharge of \$1.00 per call for all such traffic.

Issued: October 2, 2004

Effective:

Interexchange Services Price List

1.1 Outbound Services

1.1.1 Primary Interexchange Carrier Service

The rate is \$0.12 per minute.

1.1.3 Direct Access

The rate is \$0.10 per minute.

Issued: October 2, 2004

Effective:

Interexchange Services Price List

1.2 Inbound Services

1.2.1 DA 800

The rate is \$0.15 per minute.

1.2.2 DA Direct 800

The rate is \$0.12 per minute.

Yo It's Me, Inc.

A.C.C. Price List No. 1
Page 3, Original

Issued: October 2, 2004

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Interexchange Services Price List

1.3 Directory Assistance

The charge is \$.75 per call.

Yo It's Me, Inc.

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Interexchange Services Price List

1.4 Reserved For Future Use

Yo It's Me, Inc.

A.C.C. Price List No. 1
Page 5, Original

Issued: October 2, 2004

Effective:

Interexchange Services Price List

1.5 Yo It's Me

The rate is \$4.95 for up to ten (10) minutes of usage.

The Payphone Surcharge does not apply to Yo It's Me calls.

Issued: October 2, 2004

Effective:

Interexchange Services Price List

1.6 Miscellaneous Charges

1.6.1 Return Check Charge

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

1.6.2 Payphone Surcharge

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

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

Yo Its Me, Inc.

ARIZONA CORPORATION COMMISSION

CC&N APPLICATION

ATTACHMENT C

AFFIDAVIT OF PUBLICATION

Will be Late Filed

Yo Its Me, Inc.

ARIZONA CORPORATION COMMISSION

CC&N APPLICATION

ATTACHMENT D

FINANCIAL STATEMENTS

1. A copy of the Applicant's balance sheet.
2. A copy of the Applicant's income statement.

Applicant was organized May 20, 2004.

3. A copy of the Applicant's audit report. N/A
4. A copy of the Applicant's retained earnings balance. N/A
5. A copy of all related notes to the financial statements and information. N/A

3:33 PM
08/30/04
Cash Basis

Yo It's Me, Inc
Balance Sheet
As of August 30, 2004

	<u>Aug 30, 04</u>
ASSETS	
Current Assets	
Checking/Savings	
Yo Checking	74,918.61
Total Checking/Savings	<u>74,918.61</u>
Other Current Assets	
Unsecured Line of Credit Avail	100,000.00
Total Other Current Assets	<u>100,000.00</u>
Total Current Assets	174,918.61
Fixed Assets	
Equipment	9,745.00
Total Fixed Assets	<u>9,745.00</u>
Other Assets	
Intellectual & Trade Marks	1,000,000.00
Total Other Assets	<u>1,000,000.00</u>
TOTAL ASSETS	<u><u>1,184,663.61</u></u>
LIABILITIES & EQUITY	
Liabilities	
Long Term Liabilities	
Promissory Note	150,000.00
Total Long Term Liabilities	<u>150,000.00</u>
Total Liabilities	150,000.00
Equity	
Opening Bal Equity	1,119,845.00
Net Income	-85,181.39
Total Equity	<u>1,034,663.61</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,184,663.61</u></u>

3:40 PM
08/30/04
Cash Basis

Yo It's Me, Inc
Profit & Loss
January 1 through August 30, 2004

	<u>Jan 1 - Aug 30, 04</u>
Ordinary Income/Expense	
Income	
Commissions	13,000.00
Sales	0.41
Total Income	<u>13,000.41</u>
Cost of Goods Sold	
Carrier Costs	1,501.00
Total COGS	<u>1,501.00</u>
Gross Profit	11,499.41
Expense	
Automobile Expense	
Gasoline	779.95
Total Automobile Expense	<u>779.95</u>
Bank Service Charges	139.00
Broadcast Media	
Production	7,095.00
Radio	2,164.00
Total Broadcast Media	<u>9,259.00</u>
Carrier Fees	
Payment Clearinghouse	1,750.00
Total Carrier Fees	<u>1,750.00</u>
Charitable Contributions	250.00
Consulting	6,801.50
Insurance	
Health Insurance	701.46
Insurance - Other	701.43
Total Insurance	<u>1,402.89</u>
Internet	316.99
Licenses and Permits	1,500.00
Marketing & Advertising	
Expo Shows	6,584.30
Phone Card	120.00
Placard	3,000.00
Marketing & Advertising - Other	12,313.59
Total Marketing & Advertising	<u>22,017.89</u>
Miscellaneous	8,666.88
Office Expenses	
Office Supplies	214.52
Postage and Delivery	517.17
Printing and Reproduction	268.14
Office Expenses - Other	2,351.01
Total Office Expenses	<u>3,350.84</u>
Payroll Expenses	30,245.27
Professional Fees	
Legal Fees	99.00
Total Professional Fees	<u>99.00</u>
Rent	4,043.54
Software	
Web Programming	721.15
Software - Other	60.00
Total Software	<u>781.15</u>
Telephone	2,344.94

3:40 PM
08/30/04
Cash Basis

Yo It's Me, Inc
Profit & Loss
January 1 through August 30, 2004

	<u>Jan 1 - Aug 30, 04</u>
Travel & Ent	
Entertainment	16.75
Meals	1,300.57
Travel	881.79
Travel & Ent - Other	532.85
Total Travel & Ent	<u>2,731.96</u>
Total Expense	<u>96,480.80</u>
Net Ordinary Income	-84,981.39
Other Income/Expense	
Other Expense	
Other Expenses	200.00
Total Other Expense	<u>200.00</u>
Net Other Income	<u>-200.00</u>
Net Income	<u><u>-85,181.39</u></u>

Yo Its Me, Inc.

ARIZONA CORPORATION COMMISSION

CC&N APPLICATION

ATTACHMENT E

PROJECTED REVENUE AND OPERATING EXPENSE

1. Projected Revenue at Maximum Rates: \$2,388,000.

2. Projected Operating Expense: \$712,600.

3. Book Value of all Arizona jurisdictional Assets = \$\$18,745.