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ARIZONA CORPORATION COMMISSION

2000 JUN 13 P 2 08

ARIZONA CORPORATION COMMISSION DOCUMENT CONTROL

Application and Petition for Certificate of Convenience and Necessity to Provide Intrastate Telecommunication Services as an Interexchange Reseller

Mail original plus 10 copies of completed application to:

For Docket Control Only: (Please Stamp Here)

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

If you have current applications pending in Arizona as an Interexchange reseller, AOS provider, or as the provider of other telecommunication services.

Type of Service: _____

DOCKET NO.

T-03891A-00-0413

Docket No.: _____ Date: _____

Docket No. _____

Type of Service: _____

Docket No.: _____ Date: _____

Date Docketed _____

A. Company and Telecommunications Service Information

(A-1) The name, address, and telephone number (including area code) of the applicant(company):
eVulkan, Inc.
One River Court, Suite 1408
Jersey City, NJ 07310
(201) 714-9943

(A-2) If doing business (dba) under a name other than the applicant (company) name listed above, specify:
beMANY!

(A-7) 1. Is your company currently reselling telecommunication services in Arizona? If yes, provide the date or the approximate date that you began reselling service in Arizona.

No.

2. If the answer to 1. is "yes", identify the types of telecommunications services you resell; whether operator services are provided or resold and whether they are provided or resold to traffic aggregators (as defined in A.A.C. Rule R14-2-1001(3), a copy of which is attached); the number of customers in Arizona for each type of service; and the total number of intrastate minutes resold in the latest 12 month period for which data is available. Note: The Commission rules require that a separate CC&N, issued under Article 10, be obtained in order to provide operator services to traffic aggregators.

3. If the answer to 1. is "no, when does your company plan to begin reselling service in Arizona?

(A-8) Include "Attachment B." Attachment B, your proposed tariff, must include proposed rates and charges for each service to be provided, state the tariff (maximum) rate as well as the price to be charged, and state other terms and conditions, including deposits, that will apply to provision of the service(s) by your company.

The Commission provides pricing flexibility by allowing competitive telecommunications service companies to price their services at levels equal to or below the tariff (maximum) rates. The prices to be charged by the company are filed with the Commission in the form of price lists.

Note: Price list rate changes that result in rates that are lower than the tariff rate are effective upon concurrent notice to the Commission (See Rule R14-2-1109(B)(2)). See Rule R14-2-1110 for procedures to make price list changes that result in rates that are higher than the tariff rate.

PLEASE SEE ATTACHMENT B

(A-9) The geographic market to be served is:

Statewide

Other. Describe and provide a map depicting the area.

(A-10) List the states in which you currently resell services similar to those you intend to resell in Arizona.

Applicant does not currently resell services in any state.

(A-11) Provide the name, address, and telephone number of the company's complaint contact person.

Richard Stubbs

One River Court, Suite 1408, Jersey City, NJ 07310

(877) 289-7401

rick@bemany!com

(A-12) Provide a list of states in which you have sought authority to resell telecommunications services and in which the state granted the authority with major changes and conditions or did not grant your application for those services. For each state listed, provide a copy of the Commission's decision modifying or denying your application for authority to provide telecommunications services.

None

(A-13) Has the company been granted authority to provide or resell telecommunications services in any state where subsequently the authority was revoked? If "yes", provide copies of the State Regulatory Commission's decision revoking its authority.

No

(A-14) Has the company been or is the company currently involved in any formal complaint proceedings before any State or Federal Regulatory Commission? If "yes", in which states is the company involved in proceedings and what is the substance of these complaints. Also, provide copies of Commission orders that have resolved any of these complaints

No

(A-15) Has the applicant been involved in any civil or criminal investigations related to the delivery of telecommunications services within the last five years? If "yes", in which states has the applicant been involved in investigations and why is the applicant being investigated?

No

(A-16) Has the applicant had judgment entered against it in any civil matter or been convicted of criminal acts related to the delivery of telecommunications services within the last five years? If yes, list the states where judgment or conviction was entered and provide a copy of the court order.

No

B. Technical Information

(B-1) If your company is a switchless reseller, provide the name of the company or companies whose services you resell and skip to question (B-2). If you are not a switchless reseller, complete the remainder of this section. **Applicant will operate as a switchless reseller, reselling the services of Americom Communications.**

Include "Attachment C." Attachment C should provide the following information: A diagram of the applicant's basic call network used to complete Arizona intrastate telecommunications traffic. This diagram should show how a typical call is routed in both its originating and terminating ends (i.e. show the access network and call completion network).

Also include on the diagram the carrier(s) used for each major network component and indicate if the carrier is facilities-based or not. If the carrier is not facilities-based, indicate who owns the facilities (within the State of Arizona) that are used to originate and terminate the applicant's intrastate

telecommunications traffic (i.e. provide a list of the Arizona facilities-based long distance carriers whose facilities are used to complete the applicant's intrastate traffic).

- (B-2) Will your customers be able to access alternative toll service providers or resellers via 1+ or 101XXXX access, if your system becomes non-operational?

Yes

C. Financial Information

- (C-1) Include "Attachment D", Attachment D must include a copy of your Company's balance sheet, income statement, audit report (if audited) and all related notes to these financial statements for the two most recent years your Company has been in business.

PLEASE SEE ATTACHMENT D

- (C-2) If your Company does not have financial statements for the two most recent years, please give the date your Company began operations.

November, 1999

- (C-3) If the balance sheets you submit do not have retained earnings accounts, please provide this account information on a separate sheet.

Not applicable

- (C-4) If your Company is a subsidiary, please provide your Parent Company's financial statements, in addition to your Company's financial statements.

Not applicable

- (C-5) If your Company intends to rely on the financial resources of its Parent Company, please provide a written statement from your Parent Company attesting that it will provide complete financial backing if your Company experiences a net loss or a business failure and that it will guarantee re-payment of customers; advances, prepayments or deposits held by your Company if, for some reason, your Company cannot provide service or repay the deposits.

Not applicable

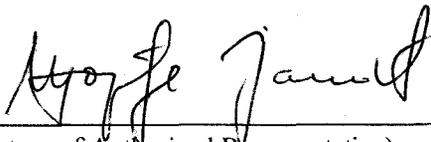
- (C-6) Will your customers be required to (or have the option to) pay advances, prepayments, or deposits for any of your products or services.

YES (If yes, provide an explanation of how and when these customer advances prepayments or deposits will be applied or reference the terms and conditions section of your Company's tariffs with this explanation. If this information is not explained in the tariff of this application, please provide it on a separate sheet.)

PLEASE SEE SECTIONS 3.9 AND 4.3.2 OF APPLICANT'S PROPOSED TARIFF, SET FORTH AS ATTACHMENT B HERETO.

NO (Note: If at a later date, your Company decides it wants to offer or require customer advances, prepayments or deposits, it must submit financial statements as part of the tariff amendment process.)

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 and Regulations. 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.



(Signature of Authorized Representative)

5/30/00

(Date)

George Jankovic

(Print Name of Authorized Representative)

President and Chief Executive Officer

(Title)

SUBSCRIBED AND SWORN to before me this 30 day of May, 19 2000



NOTARY PUBLIC

My Commission Expires

June 15, 2004

KAMINI MANHAS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 15, 2004

Attachment A

**Corporate Officers, Directors
and Principal Shareholder
of
eVulkan, Inc. d/b/a beMANY!**

**OFFICERS, DIRECTORS AND PRINCIPAL SHAREHOLDER OF
eVulkan, Inc. d/b/a beMANY!**

The officers, directors and shareholders of eVulkan, Inc. are shown below.

Corporate Officers:

George Jankovic
One River Court, Suite 1408
Jersey City, NJ 07310

President and
Chief Executive Officer

Richard Stubbs
One River Court, Suite 1408
Jersey City, NJ 07310

Chief Operating Officer

William Robinson
One River Court, Suite 1408
Jersey City, NJ 07310

Senior Vice President of Marketing

Directors:

George Jankovic
One River Court, Suite 1408
Jersey City, NJ 07310

Chairman of the Board
of Directors

Principal shareholder:

George Jankovic
One River Court, Suite 1408
Jersey City, NJ 07310

Equity Ownership
Interest: 100%

Attachment B

**Proposed Intrastate Telecommunications
Service Tariff and Price List
of
eVulkan, Inc. d/b/a beMANY!**

INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

eVulkan, Inc. d/b/a beMANY!

REGULATIONS AND SCHEDULE OF CHARGES APPLYING TO
THE RESALE OF INTRASTATE TOLL TELECOMMUNICATIONS
SERVICES WITHIN
THE STATE OF ARIZONA

Issued : June 13, 2000

Effective: July 13, 2000

Issued by: George Jankovic, President and Chief Executive Officer
eVulkan, Inc. d/b/a beMANY!
One River Court, Suite 1408
Jersey City, NJ 07310

INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

CHECK SHEET

The Title Page and pages 1 through 106 this Tariff inclusive, are effective as of the date shown. Original and revised pages as named below comprise all changes from the original Tariff.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

CONCURRING CARRIERS

No concurring carriers

CONNECTING CARRIERS

No connecting carriers

OTHER PARTICIPATING CARRIERS

No other participating carriers

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS

- C - To signify changed regulation.
- D - To signify discounted rate or regulation.
- I - To signify a rate increase.
- M - To signify matter relocated without change.
- N - To signify a new rate or regulation.
- R - To signify a rate reduction.
- S - To signify a reissued matter.
- T - To signify a change in text but no change in rate or regulation.
- Z - To signify a correction.

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TARIFF FORMAT

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 No. 14 and No. 15 would be Page No. 14.1.

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 Arizona Corporation Commission. For example, the 4th Revised Page No. 14 cancels the 3rd Revised Page No. 14. Because of the various suspension periods, deferrals and other procedures the Arizona Corporation Commission follows in its tariff approval process, the most current page number on file with the Arizona Corporation Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.

Paragraph Numbering Sequence - There are nine levels of paragraph coding:

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

TARIFF FORMAT (cont'd)

Check Sheets - When a tariff filing is made with the Arizona Corporation Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk ("*"). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Arizona Corporation Commission

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 1 - APPLICATION OF TARIFF

This Tariff contains the regulations, rates, and charges applicable to the provision of competitive, interexchange, telecommunications service provided by eVulkan, Inc. d/b/a beMANY! (hereinafter "beMANY!" or the "Company"), between points within the State of Arizona.

Service is furnished subject to the availability of facilities and transmission, atmospheric and like limitations.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - TECHNICAL TERMS AND ABBREVIATIONS

- 2.1 Access:** The connection between the Customer's location and an interexchange switching center.
- 2.2 Access Line:** A transmission line from either an LEC central office or an IXC POP to the Customer's Premises used to process voice and limited speed data Calls.
- 2.3 Account Code:** A numerical code, assigned to the Customer, to enable the Company to identify use of the Services by the Customer and to bill the use of the Services by the Customer. Multiple Account Codes may be assigned to the Customer to identify individual users or groups of users.
- 2.4 Additional Period:** The minimum additional portion of a Calling Period after an Initial Period for which charges are incurred for completed Calls.
- 2.5 Authorization Code:** A predefined series of numbers to be dialed by the Customer or End User upon access to the Company's system to identify the caller and validate the caller's authorization to use the Services provided. All Authorization Codes shall be the sole property of the Company and no Customer or End User shall have any property or other right or interest in the use of any particular Authorization Code. The Customer is responsible for charges incurred through the use of its assigned Authorization Code. Automatic Numbering Identification (ANI) may be used as or in connection with the Authorization Code.
- 2.6 Automatic Numbering Identification (ANI):** A type of signalling provided by an LEC which automatically identifies the Calling Station.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

- 2.7 **Bit**: The smallest unit of information in the binary system of notation.
- 2.8 **Call**: A completed connection established between a Calling Station and one or more Called Stations.
- 2.9 **Called Station**: The terminating point of a Call (*i.e.*, the Called number).
- 2.10 **Calling Card**: A billing arrangement which bills the charge for an MTS Call to the Main Billing Number of a Customer.
- 2.11 **Calling Card Services**: The Services described in Section 4.3 of this Tariff.
- 2.12 **Calling Station**: The originating point of a Call (*i.e.*, the Calling number).
- 2.13 **Calling Unit**: The measured period of a Call which is either Initial or Additional.
- 2.14 **Commission**: Arizona Corporation Commission.
- 2.15 **Common Carrier**: A company or entity providing telecommunications services to the public.
- 2.16 **Company**: eVulkan, Inc. d/b/a beMANY!
- 2.17 **Competitive Access Provider (CAP)**: A Common Carrier engaged in the origination and/or termination of interstate, interexchange Calls.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

- 2.18 Competitive Local Exchange Carrier (CLEC):** A Common Carrier engaged in the provision of local dial tone and other local exchange services in competition with one or more LECs.
- 2.19 Customer:** A Person who orders Services under this Tariff and who is responsible for payment of all charges therefor and for complying with the terms and conditions set forth in this Tariff.
- 2.20 Customer Premises:** A location, on property owned, leased or otherwise controlled by the Customer, that is designated by the Customer for the provision of the Services to the Customer pursuant to this Tariff.
- 2.21 Customer-Provided Equipment:** Telecommunications equipment provided by a Customer used to originate or terminate Calls at the Customer Premises.
- 2.22 Debit Card Service:** Debit Card Service allows customers to make prepaid long distance calls. The Debit Card is a calling card that has a predetermined face value as described in Section 4.3.2 of this Tariff.
- 2.23 Dedicated Access:** A non-switched circuit connecting a Customer Premises to an IXC POP with no intermediate switching functions.
- 2.24 Directory Assistance Service:** The Service described in Section 4.4.2 of this Tariff.
- 2.25 DS-0:** A form of Service offered at digital signal level 0 and providing a 64 Kbps signal.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

- 2.26 DS-1:** A form of private line Service offered at digital signal level 1 and providing a 1.544 Mbps signal.
- 2.27 DS-3:** A form of private line Service at digital signal level 3 and providing digital signals at the speed of 44.736 Mbps.
- 2.28 End User:** Any Person which uses the Services ordered by the Customer under this Tariff. If at any time the Customer fails to make timely payment for the Services, satisfaction of the Customer's payment obligations with respect to Services utilized by an End User shall become the direct responsibility of the End User and said End User shall make immediate payment directly to the Company of all associated overdue amounts. Notwithstanding the foregoing, the Customer shall not be relieved of its responsibility to fully satisfy its payment obligations under this Tariff.
- 2.29 FCC:** Federal Communications Commission.
- 2.30 Fractional Charges and Credits:** Each month is considered to have thirty (30) days for billing purposes. To determine charges or credits for portions of months, the days remaining in the billing period (including the thirty-first (31st) day of a thirty-one (31)-day month) are counted, starting with the day after the date on which the Services were furnished or discontinued; that figure is divided by thirty (30) days and the resultant fraction is multiplied by the Monthly Charge to arrive at the Fractional Charge or Credit.
- 2.31 Inbound Services:** The Services described in Section 4.2 of this Tariff.

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SECTION 2 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

- 2.32 Incomplete Call:** Any Call as to which voice transmission between the Calling and the Called Stations is not established (*i.e.*, busy, no answer).
- 2.33 Incremental Call Unit:** The minimum additional period after an Initial Call Unit for which charges are incurred for completed Calls and, except as otherwise provided in this Tariff, equals six (6) seconds.
- 2.34 Initial Call Unit:** The minimum period for which charges are incurred for a completed Call; unless otherwise specified herein, the Initial Call Unit for all services offered pursuant to this Tariff shall be eighteen (18) seconds.
- 2.35 Installation Charge:** A fixed charge per unit which applies when certain Services are furnished.
- 2.36 Interexchange Carrier (IXC):** A Common Carrier engaged in the transport of Calls and other telecommunications across LATA boundaries.
- 2.37 Isochronous:** A characteristic of a periodic signal in which the time interval that separates any two corresponding significant instants or transitions of signal level is equal to the unit interval or to a multiple of the unit interval. No timing or clock lead is provided at the customer interface.
- 2.38 KBPS:** Kilobits per second.

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SECTION 2 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

- 2.39 **KHZ**: Kilohertz.
- 2.40 **LATA**: Local Access and Transport Area.
- 2.41 **LEC**: Local Exchange Carrier.
- 2.42 **Main Billing Number**: A telephone number assigned to the Customer to which charges for the Services are billed.
- 2.43 **MBPS**: Megabits per second.
- 2.44 **MHZ**: Megahertz.
- 2.45 **Minimum Payment Period**: The Minimum Payment Period is the minimum period, if any, for which the Customer is required to make payment for the Services. The Minimum Payment Period for a given Service is specified in the section of this Tariff applicable to that Service. Charges applicable to the Minimum Payment Period include recurring charges plus any nonrecurring and/or special construction charge(s) that may apply.
- 2.46 **Monthly Charge/Monthly Recurring Charge**: A flat charge which applies for each month in which the Services are furnished to the Customer and which is prorated for a fractional month of Service.

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SECTION 2 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

- 2.47 Move Charge:** A charge which applies when the physical location of the termination of an office connection or an office function is changed at the Customer's request. A move is considered to be the discontinuance of service at the old location and the reinstallation of the service at the new location. Installation charges apply only for the components that are moved. A new minimum payment period will be established.
- 2.48 MTS:** Message Telecommunications Services.
- 2.49 Nonrecurring Charges:** One-time charges payable to the Company including Installation Charges, Service Ordering Charges and Special Construction Charges. Charges may differ according to the work activity involved.
- 2.50 NPA:** Numbering Plan Area, more commonly referred to as an area code.
- 2.51 NPA Centroid:** The center of the area code, sometimes used to calculate mileage for inbound Calls where the NPA-NXX of the Calling Station is not available.
- 2.52 NXX:** The first three digits of the Customer's telephone number. "N" is a number between 2 and 9. "X" is a number between 0 and 9.
- 2.53 Off-Peak:** The time period extending from 7:00 P.M. up to, but not including, 7:00 A.M. local time Monday through Friday, plus all day Saturday and Sunday and Holidays.
- 2.54 Outbound Services:** The Services described in Section 4.1 of this Tariff.

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SECTION 2 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

- 2.55 Peak:** The time period extending from 7:00 A.M. up to, but not including, 7:00 P.M. local time Monday through Friday.
- 2.56 Person:** A natural being, firm, organization, partnership, association, corporation, or entity.
- 2.57 Point-of-Presence (POP):** The central switching office of an IXC where it interconnects with an LEC.
- 2.58 Rate Center:** A group of central offices determined by NPA Centroid or NPA-NXX.
- 2.59 Recognized National Holidays:** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- 2.60 Recurring Charge:** Monthly Charges and Usage Charges.
- 2.61 Reseller:** Any Person which obtains Services under this Tariff for the purpose of reselling those Services to End Users. The Reseller shall be deemed to be the Customer of such resold services.
- 2.62 RespOrg:** The entity responsible for the management of, and which may access and modify, a subscriber's record in the SMS/800 database. A RespOrg must meet certain eligibility criteria established by the FCC.
- 2.63 Service:** The telecommunications services provided by the Company pursuant to this Tariff as described in Section 4 of this Tariff.

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SECTION 2 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

- 2.64 Service Order:** A Customer order for installation, move, or record change related to the Services.
- 2.65 Special Construction Charge:** A charge associated with an installation of the Services requiring unique or additional equipment or facilities.
- 2.66 Switched Access:** A switched circuit connecting a Customer Premises to an IXC POP with intermediate switching functions.
- 2.67 Underlying Carrier:** A facilities-based IXC which provides transport services that are resold by the Company.
- 2.68 Usage Charge:** Charges stated as a function of, and which vary with, use (*e.g.*, per connection or per unit of time); Usage Charges are set forth for each Service provided by the Company in Section 5 of this Tariff.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - RULES AND REGULATIONS

3.1 Undertaking of the Company.

- 3.1.1 Scope.** The Company undertakes to provide the Services in accordance with the terms and conditions set forth in this Tariff. The Services are furnished for communications originating at points within the State of Arizona and terminating within the State of Arizona.
- 3.1.2 Provision of Customer Equipment.** Customer-Provided Equipment may be used with the Services. The Company does not provide such equipment.
- 3.1.3 Agency.** The Company may act as an agent for the Customer in connection with the implementation and maintenance of the Services.
- 3.1.4 Routing.** The Company will maintain sole and absolute discretion over the routing of Calls originated by the Customer pursuant to this Tariff and the channels and/or service components used to provide the Services. The Company will maintain sole and absolute discretion over the selection of the Underlying Carrier over whose network Calls originated by the Customer pursuant to this Tariff will be carried and will be under no obligation to notify End Users of any change in the Underlying Carrier.
- 3.1.5 Minimum Call Completion Rate.** The Customer can expect a Call completion rate (e.g., number of Calls completed/number of Calls attempted) of not less than ninety percent (90%) during peak use periods.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.2 Limitations.

3.2.1 Availability of Services. The Services are offered subject to the availability of facilities and under the terms and conditions contained in this Tariff. The Company's obligation to furnish the Services is dependent upon its ability to obtain, retain and maintain without unreasonable expense access to suitable facilities, including service arrangements with Underlying Carriers, and is subject to transmission, atmospheric and like limitations. The Services may be temporarily refused or limited due to limitations in system capacity or to other circumstances beyond the Company's control. The Services may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs, or similar activities necessary for the proper or improved operation of the Services.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.2 Limitations (cont'd).

3.2.2 Rights of the Company. The Company reserves the right to refuse or limit the use of or suspend or terminate (pursuant to Section 3.17) Service to the Customer without incurring liability:

- (A) For Customer violation of any of the Company's tariffs filed with the Commission and/or violation of the Commission's rules and regulations.
- (B) For failure of the Customer to pay a bill for the Company's service.
- (C) For failure to meet or maintain the Company's credit and deposit requirements.
- (D) For failure of the Customer to provide the utility reasonable access to its equipment and property.
- (E) For Customer breach of contract for service between the Company and the Customer.
- (F) When necessary for the Company to comply with an order of any governmental agency having such jurisdiction;
- (G) For the unauthorized resale of equipment or service.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.2 Limitations (cont'd).

- 3.2.3 Restoration of Service.** The Company will provide or restore the Services when the Customer is in compliance with the provisions of this Tariff and all applicable laws, rules, regulations and policies of pertinent governmental authorities and the Company determines that the Services can be provided without undue risk to the Company or the Services provided to other Customers of the Company.
- 3.2.4 Fraud Prevention.** In order to control fraud, the Company may refuse to accept Calling Card Calls or discontinue the use of Authorization Codes which it determines to be fraudulent or invalid and/or may limit the use of these billing options to or from certain areas, including any part of the State of Arizona.
- 3.2.5 Emergency Conditions.** The use and restoration of the Services during emergency conditions shall be in accordance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations, which specifies the priority system for such use and restoration.
- 3.2.6 Property Rights.** The Customer will obtain no property right or interest in the use of any specific type of facility, service connection, equipment, number, process or code. All right, title and interest to such items will remain, at all times, solely with the Company.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.3 Liability of the Company.

3.3.1 General. The Company's liability, if any, for damages associated with the ordering (including the reservation of any specific number for use with a Service), installation (including delays associated therewith), provisioning, termination, maintenance, repair or restoration of the Services or associated facilities offered under this Tariff, shall be limited as follows:

- (A) With respect to any Outbound or Inbound Service provided by the Company which involves Dedicated Access, shared interexchange transmission, and shared termination, the Company's liability shall not exceed an amount equal to the proportionate Monthly Recurring Charges, including any Service charges, minimum Monthly Charges, basic feature package charges, Monthly Charges for optional features, charges for Dedicated Access facilities, and any other Monthly Charges, for the period during which the Service was affected, or, if only a transmission using the shared interexchange facilities is interrupted, an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.3 Liability of the Company (cont'd).

3.3.1 General (cont'd).

- (B) With respect to any Outbound or Inbound Service provided by the Company which involves Switched Access, shared interexchange transmission, and shared termination, the Company's liability shall not exceed an amount equal to charge applicable to a one minute Call to the Customer's station at the time, and over the range of the affected Call, taking account of the form of Service and type of termination the Customer had selected. The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing Service hereunder and not caused by the negligence or intentional act of the Customer shall in no event exceed an amount equivalent to the Initial Period charge to the Customer under this Tariff for the Call during which such mistake, omission, interruption, delay, error or defect in transmission occurs. Other than amounts that may be due the Customer under this Tariff as a credit allowance, the Company shall have no further liability for damages or losses arising out of mistakes, omissions, interruptions, delays, errors or defects in the provision of the Services and/or associated equipment and facilities.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.3 Liability of the Company (cont'd).

3.3.2 Other Carriers. The Company shall not liable for any act or omission of any other company or companies furnishing services to the Customer in conjunction with the Services, or for damages associated with services, channels or equipment which it does not furnish, or for damages which result from the operation of Customer-Provided Equipment or services furnished by other companies which are interconnected with the Company's Services. The liability of any Underlying Carrier to the Customer or any End-User shall be limited by the tariffs pursuant to which such carrier provides network services.

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

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.3 Liability of the Company (cont'd).

3.3.3 Consequential or Special Damages. The Company's liability for its gross negligence or willful misconduct is not limited by this Tariff. Regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including, without limitation, negligence of any kind whether active or passive, the Company shall not be liable for any indirect, incidental, consequential, reliance, special or punitive damages, including, without limitation, damages for lost profits, of any kind or nature whatsoever, arising out of the provisions or interruption of the Services provided under this Tariff absent a determination of gross negligence or willful misconduct in a judicial or administrative proceeding.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.3 Liability of the Company (cont'd).

3.3.4 Customer Premises/Customer-Provided Equipment. The Company shall not be liable for any defacement of, or damage to, the Customer's premises resulting from the furnishing of the Services or attachment of the Company's equipment and associated wiring on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the Company's negligence. The Customer shall indemnify and save harmless the Company from any claims of the owner of the Customer Premises or other third party claims for such damages.

The Company shall not be liable for the Customer's failure to fulfill its obligation to take all necessary steps, including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's Services, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in the applicable subsections of this Tariff, and that the signals do not damage the Company's equipment, injure its personnel, or degrade service to other Customers.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.3 Liability of the Company (cont'd).

3.3.4 Customer Premises/Customer-Provided Equipment (cont'd).

If the FCC or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to the Company's equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Services to the Customer without liability.

The Company shall not be responsible for the installation, operation or maintenance of any Customer-Provided Equipment. Where Customer-Provided Equipment is used in conjunction with the Services, the responsibility of the Company shall be limited to the furnishing, and the maintenance and operation in the proper manner, of the Services, and shall not include responsibility for the quality of, or defects in, the signal that are caused by the Customer-Provided Equipment. Subject to the above, the Company shall not be responsible for the through transmission of signals generated by, the reception of signals by, or network control signalling where such signalling is performed by Customer-Provided Equipment.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.3 Liability of the Company (cont'd).

3.3.5 Force Majeure. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: unavoidable interruption in the working of transmission facilities; acts of nature; storms, fire, flood or other catastrophes; 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 entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or, 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.

3.3.6 Notice. Notwithstanding anything to the contrary set forth in this Section 3.3, the Company shall not be liable for damages or be obligated to provide any credit allowance unless the Customer has notified the Company of the basis of any claim for damages or credit allowance within thirty (30) calendar days after an invoice is rendered or a debit is effected by the Company for the Services or the Call giving rise to such 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. Usage discounts will be adjusted based on total usage after all credits or adjustments have been applied.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.3 Liability of the Company (cont'd).

3.3.7 Unauthorized Use. The Company shall not be liable for any damages, including Usage Charges, that the Customer may incur as a result of the unauthorized use of Customer-Provided Equipment. The unauthorized use of Customer-Provided Equipment includes, but is not limited to, the placement of Calls from the Customer Premises and the placement of Calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network Services without the authorization of the Customer. The Customer is responsible for controlling access to, and use of, its own communications equipment, and shall be fully liable for all such charges.

3.3.8 Explosive Atmosphere. The Company does not guarantee or make any warranty with respect to the Services or the installation thereof at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such Service or installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action or any liability whatsoever, 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, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of the Services at such location.

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eVulkan, Inc. d/b/a beMANY!
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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.3 Liability of the Company (cont'd).

3.3.9 Indemnification. The Company shall be indemnified, defended and held harmless by the Customer against any and all loss, claims, demands, suits or other action, or any liability whatsoever, arising from the use of the Services furnished pursuant to this Tariff involving:

- (A) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Company; violations of any other literary, intellectual, artistic, dramatic, or musical right; violations of the right to privacy; or violations of any other rights whatsoever relating to or arising from message content or the transmission thereof.
- (B) Claims arising out of abuse of or fraudulent use of the Services by the Customer or its End Users.
- (C) All other claims arising out of any act or omission of the Customer in connection with the Services provided by the Company.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.3 Liability of the Company (cont'd).

3.3.9 Indemnification (cont'd).

The Company shall not be liable for, and the Customer shall indemnify and hold the Company harmless from, all losses, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or any other Person, for any personal injury to, or death of, any Person, and for any loss, damage, defacement or destruction of the equipment or premises of the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of equipment or wiring provided by the Company, when such installation, operation, failure to operate, maintenance, condition, use or location is not the direct result of the Company's gross negligence or willful misconduct.

3.3.10 Independent Contractor. The Company's relationship with any underlying carrier that may provide facilities to the Company for resale to the Customer is that of an independent contractor and the Company and any such underlying carrier shall not be deemed to be partners or joint venturers by virtue of this relationship. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

3.3.11 Implied License. No license under patents, copyrights, trademarks, or trade secrets is granted to the Customer by the Company, or shall be implied or arise by estoppel, with respect to the Services.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

- 3.4 Change of Responsibility or Occupancy.** Not less than three (3) working days advance notice must be given in person, in writing, or by telephone at the Company's office to discontinue service, to change occupancy or to change account responsibility. The Customer in whose name service is being rendered shall be responsible for all Company services provided and/or consumed up to the scheduled date of service discontinuation. Existing business service may be continued for a new subscriber only if the former subscriber consents and an agreement acceptable to the Company is made to pay all outstanding charges against the service. Change of responsibility on a residence account shall occur only in those cases where both parties previously shared telephone service.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

- 3.5 Interruption of Service.** The Company shall make reasonable efforts to reestablish service within the shortest possible time when service interruptions occur. When the Company plans to interrupt service to perform necessary repairs or maintenance, the Company shall attempt to inform Customers at least twenty-four (24) hours in advance of the scheduled date and estimated duration of the service interruption. Such repairs shall be completed in the shortest possible time to minimize the inconvenience to the Customer.

Credit allowances for the interruption of the Services are subject to the general limitation and liability provisions set forth in Sections 3.2 and 3.3 of this Tariff. It shall be the obligation of the Customer to notify the Company immediately of any interruption in Services for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.6 Use of Service.

- 3.6.1 Authorized Use.** The Services may be used solely to transmit communications of the Customer or authorized End Users in a manner consistent with the terms and conditions of this Tariff and the policies and regulations of the Commission. The Services are furnished for the transmission of voice communications, but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the Services and the laws, rules and regulations of the Commission.
- 3.6.2 Limitations.** The Services are furnished subject to the condition that they will be used only for authorized and lawful purposes by the Customer. The Customer may not use the Services for any unauthorized or unlawful purpose.
- 3.6.3 Compatibility.** The Customer's use of the Services shall not interfere with or impair the Company's ability to provide the Services to other customers, cause damage to the Company's equipment or resold equipment, impair the privacy of communications over the Company's system or create hazards to the employees of any company or the public.
- 3.6.4 Modifications.** The Customer may not rearrange, disconnect, remove, modify or attempt to repair or permit others to rearrange, disconnect, remove, modify or attempt to repair any Company facility without the prior written consent of the Company.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.7 Obligations of the Customer.

- 3.7.1 Entry.** The Customer shall make Company-provided facilities on the Customer Premises available upon reasonable notice from the Company (which notice shall be in writing, except in emergency situations), for such tests, adjustments, and inspections as may be necessary to maintain such facilities in satisfactory condition or to determine whether the requirements of this Tariff are being complied with in the installation, operation and maintenance of the Customer's or the Company's equipment. The Customer shall permit or obtain permission for the Company employees and agents to enter the Customer Premises at any hour under mutually agreeable arrangements for the purpose of maintaining or repairing Company-provided facilities. The Customer shall make Company-provided facilities available for installation, periodic maintenance or removal at all times.
- 3.7.2 Preservation of Rights.** The Customer shall provide for the Company's rights under this Tariff in any and all agreements or arrangements with third parties.
- 3.7.3 Permits.** The Customer shall secure all permits, licenses, rights-of-way, services, variances and other arrangements necessary to allow for the installation and operation of the Services by the Company on the Customer Premises.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.7 Obligations of the Customer (cont'd).

3.7.4 Customer Premises. The Customer shall ensure the physical security of all Company facilities located on the Customer Premises. The Customer shall provide for power, power lines and power line conditioning; conduit; heating and cooling; building space; internal and external building wiring; and entrance facilities on the Customer Premises. Such Customer responsibilities shall be performed in accordance with procedures established by the Company in a timely manner for the installation and operation of the Company facilities located on the Customer Premises. The Customer shall maintain safe premises at which the Company employees may install or maintain facilities of the Company. The Customer responsibility shall include compliance with all laws and regulations regarding the conditions at such premises, including, but not limited to the provision, installation and maintenance of sealed conduits with explosive-proof fittings between facilities furnished by the Company in explosive atmospheres and points outside the hazardous area where connection may be made with the facilities of the Company and installations and maintenance within the hazardous area if, in the opinion of the Company, injury or damage to the Company employees or property might result from installation or maintenance by the Company.

3.7.5 Cooperation. The Customer shall cooperate with the Company in installation, trouble determination and fault isolation. The Customer shall furnish such information on a continuing basis as is required by the Company to prepare, install, provide and maintain the Services.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.7 Obligations of the Customer (cont'd).

- 3.7.6 Damage/Loss.** The Customer shall be responsible for and reimburse the Company for loss of or damage to Company-provided facilities caused by the negligence or willful act or omission of the Customer or its officers, employees, agents or contractors.
- 3.7.7 Compatibility.** The Customer shall ensure that Customer-Provided Equipment and facilities are fully compatible with the Services and do not interfere with, or impair, the Services provided by the Company to other customers and do not endanger the safety of the Company employees or the public or damage or interfere with the proper functioning of the Company's facilities.
- 3.7.8 Notice of Service Interruption.** It shall be the obligation of the Customer to notify the Company of any interruption in service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within its control, or is not in wiring or equipment, if any, furnished by the Customer. The Customer shall be responsible for payment of a maintenance service charge in the event that a service difficulty or trouble report results from Customer acts or omissions or Customer-Provided Equipment connected to the Services.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.7 Obligations of the Customer (cont'd).

3.7.9 Interconnection. The Customer shall take all necessary steps for the interconnection of Customer-Provided Equipment with Company-provided facilities. Interconnection between Customer-Provided Equipment and the Services, or between facilities or services provided to the Customer by another carrier and the Services, may be made by the Customer at an interface point designated by the Company. All terminal equipment and wiring necessary to connect to the channels at the designated interface point are provided by the Customer.

3.7.10 Safeguards. In order to protect the Company's facilities and personnel and the services provided by the Company to other customers from potentially harmful effects, the signals applied to the Services shall not induce harmful voltage or currents either in the conductors or between the conductors and ground.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.7 Obligations of the Customer (cont'd).

3.7.11 Operating Characteristics. When the Services are used in connection with Customer-Provided Equipment, the operating characteristics of such facilities shall be such as not to interfere with any other service offered by the Company. The use of such facilities shall not endanger the safety of the Company employees or the public, damage or require change in or alteration of facilities of the Company, interfere with the proper functioning of such facilities, or otherwise injure the public in its use of the Company's services. Upon notice from the Company that any facility provided by the Customer is causing or is likely to cause such hazard or interference, the Customer shall take such steps as shall be necessary to promptly remove or prevent such hazard or interference.

3.7.12 Inspections. The Company may, upon reasonable notice to the Customer, make such inspections, including monitoring of the Customer's use of the Services, as may be necessary to determine that requirements of the Tariff are being complied with in the installation, operation and maintenance of Customer-Provided Equipment connected to the Company facilities.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.8. Application For Service, Grounds for Refusal of Service, Establishment of Credit.

3.8.1 Application for Service. The Company may require the Customer to submit an executed Service Order as a condition precedent to the initial establishment of the Services. The Company may make reasonable inquiries as to the credit worthiness of the Customer in order to determine whether or not at its discretion to accept the Customer's application for the Services, including inquiries with consumer or commercial credit databases the Company may accept additions or changes to the Services verbally or in writing. Applications for the Services, including those for the installation, connection, repair, modification or termination of the Services, will be accepted only from the Customer or an authorized agent of the Customer.

The Company may require a new applicant for Service to appear at the Company's designated place of business to produce proof of identity and sign the Company's application form. Where Service is requested by two or more individuals the utility shall have the right to collect the full amount owed to the utility from any one of the applicants.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.8 Application For Service, Grounds for Refusal of Service, Establishment of Credit.

3.8.2 Grounds for Refusal of Service. The Company may refuse to establish service if any of the following conditions exist:

- (A) The applicant has an outstanding amount due for similar utility services and the applicant is unwilling to make acceptable arrangements with the Company for payment.
- (B) A condition exists which in the Company's judgment is unsafe or hazardous to the applicant, the general population, or the Company's personnel and facilities.
- (C) Refusal by the applicant to provide the Company with a deposit when the Customer has failed to meet the credit criteria for waiver of deposit requirements noted in Section 3.10.
- (D) The Customer is know to be in violation of this Tariff.
- (E) Failure of the Customer to furnish such funds, suitable facilities, and/or rights-or-way necessary to serve the Customer and which have been specified by the Company as a condition for providing service.
- (F) The applicant falsifies his or her identity for the purpose of obtaining service.

3.8.3 Establishment of Credit. The Customer establishes credit by completing a Credit Application and other information or guarantees as may reasonably be required.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.9 Customer Deposits.

3.9.1 General. The Company reserves the right to require any Customer whose credit has not been duly established to the satisfaction of the Company to make a deposit to be held as a guarantee of payment of charges at the time of application. In addition, an existing Customer may be required to make a deposit or increase a deposit presently held. The Customer is not, as a result of having made a deposit, relieved from complying with the provisions of this Tariff pertaining to prompt payment of bills on presentation. The deposit may be retained for as long as the financial condition/credit worthiness of the Customer is considered to be unsatisfactory by the Company. A deposit will not exceed the estimated charges for six (6) months' service to the Customer or, in the case of seasonal service, one-half of the estimated charge for the season involved, plus Installation.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.9 Customer Deposits (cont'd).

3.9.2 Residential Deposits. The Company may require a residential Customer to establish a deposit if the Customer becomes delinquent in the payment of two (2) or more bills within a twelve (12) consecutive month period or has been disconnected for service during the last twelve (12) months. The amount of deposit required by the Company shall be determined according to the following terms:

- (A) Residential Customer deposits shall not exceed two (2) times the Customer's estimated average monthly bill or the average monthly bill for the Customer class for that Customer which ever is greater.
- (B) Nonresidential Customer deposits shall not exceed two and one-half (2 1/2) times the Customer's estimated maximum monthly bill.

The Company may review the Customer's usage after service has been connected and adjust the deposit amount based upon the Customer's actual usage.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.9 Customer Deposits (cont'd).

3.9.3 Deposits Not Required - Residential Service. The Company shall not require a deposit from a new applicant for residential service if the applicant is able to meet any of the following requirements:

- (A) The applicant has had continuous telephone service of a comparable nature with the Company at another service location within the past two (2) years and was not delinquent in payment more than once during the last twelve (12) consecutive months or disconnected for non-payment.
- (B) The applicant can produce a letter regarding credit or verification from a telephone utility where service of a comparable nature was last received which states that the applicant had a timely payment history at the time of the service discontinuation, and that the applicant has no outstanding liability from prior service.
- (C) In lieu of a deposit, a new applicant may provide a Letter of Guarantee from an existing customer with service who is acceptable to the Company or a surety bond as security for the Company. The Company shall review and release and existing customer as a guarantor for the new applicant after twelve (12) consecutive months if no obligations are delinquent and has maintained a timely payment history.

The Company shall issue a nonnegotiable receipt to the applicant for the deposit. The inability of the Customer to produce such receipt shall in no way impair his right to receive a refund of the deposit which is reflected on the Company's records.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.9 Customer Deposits (cont'd).

3.9.4 Return of Deposit. The deposit will be returned or applied to the closing bill upon discontinuance of service for the following reasons:

- (A) When an application for the Services has been canceled prior to the establishment of the Services. The deposit will be applied to any charge applicable in accordance with this Tariff and the excess portion of the deposit will be returned to the Customer;
- (B) Upon the discontinuance of Service. The Company will refund the Customer's deposit or the balance in excess of unpaid bills for that Service. At the option of the Company, a deposit may be refunded or credited to the Customer at any time prior to the termination of Service; or
- (C) At the end of twelve (12) months satisfactory credit history, i.e., the Customer has not been delinquent in the payment of utility bills; or
- (D) When otherwise required by state law.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.9 Customer Deposits (cont'd).

3.9.5 Interest on Deposits. The Company will pay interest on deposits. Interest on a deposit shall accrue annually at a rate specified by the Commission.

3.9.6 Escrow of Deposits. Deposits are held in escrow in a federally-insured financial institution.

3.10 Placement of Orders.

3.10.1 General. The Customer is responsible for placing Service Orders. The Service Order shall identify the Services to be provided, indicate the locations at which the Services are to be installed, state the date on which the Services shall begin and provide a billing and a contact name and address for the Services.

3.10.2 Agency. The Customer may appoint an agent to act on its behalf. The Company will accept orders from an agent appointed by the Customer; an agency appointment must be sent to the Company in writing. If directed by the Customer, the bill for the Services will be sent to the agent. The bill will be issued in the name of the Customer, in care of the agent. The Customer retains responsibility for compliance with tariff regulations and any act or omission of the agent, regardless of any limitations the Customer may place on the agent's authority.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.10 Placement of Orders (cont'd).

3.10.3 Automatic Numbering Identification Service. Customers who obtain a telephone subscriber's information through ANI must comply with the following regulations adopted by the FCC regarding the use and sale of information derived from ANI:

- (A) Customers are permitted to use the telephone number and billing information for billing and collection, routing, screening and completion of the originating telephone subscriber's Call or transaction, or for services directly related to the originating telephone subscriber's Call or transactions.
- (B) Customers are prohibited from reusing or selling the telephone number or billing information without first (i) notifying the originating telephone subscriber, and (ii) obtaining the affirmative consent of such subscriber for such reuse or sale.
- (C) Customers are prohibited from disclosing, except as permitted by the above, any information derived from the ANI Service for any purpose other than: (i) performing the services or transactions that are the subject of the telephone subscriber's Call, (ii) ensuring network performance security and the effectiveness of Call delivery, (iii) compiling, using and disclosing aggregate information, and (iv) complying with applicable law or legal process.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.11 Cancellation or Delay of Service Orders.

3.11.1 Cancellation of a Service Order. The Customer may cancel a Service Order at any time prior to the due date. A Service Order is considered to have been canceled when the Company receives a notification of cancellation from the Customer. Such notification may not be retroactive. Cancellation charges will be equal to the Installation Charge applicable to the Service involved, unless the cancellation is caused by Company delay, or otherwise specified in the section of this Tariff applicable to the specific Services.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.11 Cancellation or Delay of Service Orders (cont'd).

3.11.2 Delay of a Service Order.

3.11.2.A Delay of a Due Date by the Customer. The Customer may delay the due date of a Service Order involving the installation or change of the Services when: (i) the request for the delay is received by the Company prior to the Service Order's due date; and (ii) the total delay measured from the Service Order's initial due date does not exceed thirty (30) cumulative calendar days. Service Orders involving the discontinuance of Service may be delayed at any time prior to the due date. There will be no maximum delay period for these orders. A Customer having delayed a Service Order for the maximum thirty (30) cumulative calendar day period may not delay the Service Order again. The Customer instead has the option to (1) accept billing for the Services ordered, or (2) cancel the Service Order and pay the applicable Nonrecurring Charge(s) for the Services ordered. The billing or cancellation is effective on the thirtieth (30th) cumulative calendar day of the delay. If the Customer elects to accept billing, the installation will be completed as soon as reasonably practical after the Customer advises the Company.

3.11.2.B Delay of a Due Date by the Company. The Company will make every reasonable effort to assure that the Services are furnished on the due date. However, in some cases a delay in the installation may be unavoidable. If an order is delayed beyond its due date for more than forty-five (45) cumulative calendar days and such delay is not requested or caused by the Customer, the Customer may cancel the Service Order without penalty or payment of Nonrecurring Charges.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.12 Customer Service.

3.12.1 Contacts. Customer Service may be contacted in writing at eVulkan, Inc. d/b/a beMANY!, One River Court, Suite 1408, Jersey City, NJ 07310. The Customer can reach Customer Service via telephone by calling (877) 289-7401. Customer Service representatives are available twenty-four (24) hours per day, three hundred and sixty-five (365) days per year.

3.12.2 Complaints. The Company shall make a full and prompt investigation of all service complaints made by its Customers. The Company shall respond to the Customer and/or the Commission representative within five (5) working days as to the status of the Company's investigation of the complaint. The Company shall notify the Customer or the Commission of the final disposition of the complaint.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.13 Rendering and Payment of Bills.

3.13.1 General. The Customer is ultimately responsible for payment of all charges for the Services provided by the Company to the Customer and its End Users, including, but not limited to, charges associated with Calls originated at the Customer's number(s), accepted at the Customer's number(s) or billed to the Customer's number(s) via Calling Cards, and the Services requested by the Customer.

3.13.2 Billing Period. The billing period is generally one calendar month; provided, however, that for purposes of billing Monthly Recurring Charges, each month is considered to have thirty (30) days. Usage Charges for the Services will be billed monthly in arrears; Monthly Recurring Charges will be billed monthly in advance; one-time fees will be billed upon completion of the associated Service. Monthly Charges start on the day after the Services are installed, but not before the due date of the order unless the Customer agrees to an earlier installation. Monthly Recurring Charges accrue through and include the day that the Services are discontinued.

3.13.3 Rendering Bills. Bills will generally be rendered on a monthly basis. Bills are sent via U.S. mail to the most recent billing address provided to the Company by the Customer. Some bills may be rendered by an LEC on behalf of the Company.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.13 Rendering and Payment of Bills (cont'd).

3.13.4 Billing Terms. The billing date shall be printed on the bill and the date rendered shall be the mailing date. Bills for telephone services may be considered delinquent fifteen (15) days after the bill is rendered. Delinquent accounts for which payment has not been received may be terminated twenty-two (22) days after the date the bill is rendered. All payments shall be made at or mailed to the office of the Company or to the Company's duly authorized representative.

3.13.5 Payment of Bills. All payments for bills rendered are due in their entirety upon receipt.

3.13.6 Late Charge. If any portion of a payment is still outstanding thirty (30) days following the invoice date, a late payment charge may be applied. The charge is determined by applying the maximum rate allowed by law to the unpaid balance for each month or fraction thereof that such balance remains unpaid.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.13 Rendering and Payment of Bills (cont'd).

3.13.7 Deferred Payment Plan.

3.13.7.A General. The Company may, prior to termination, offer to qualifying residential Customers a deferred payment plan for the Customer to retire unpaid bills for Company Service. Each deferred payment agreement entered into by the Company and the Customer due to the Customer's inability to pay an outstanding bill in full shall provide that service will not be discontinued if:

- (A) The Customer agrees to pay a reasonable amount of the outstanding bill at the time the parties enter into deferred payment agreement.
- (B) The Customer agrees to pay all future bills for Service in accordance with the Company's billing and collection provisions of this Section 3.13.
- (C) The Customer agrees to pay a reasonable portion of the remaining outstanding balance in installments over a period not to exceed six (6) months.

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eVulkan, Inc. d/b/a beMANY!
One River Court, Suite 1408
Jersey City, NJ 07310

INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.13 Rendering and Payment of Bills (cont'd).

3.13.7 Deferred Payment Plan (cont'd).

3.13.7.B Determination of Payment Schedule. For the purposes of determining a reasonable installment payment schedule under these rules, the Company and the Customer shall give consideration to the following conditions: a) size of delinquent account; b) Customer's inability to pay; c) Customer's payment history; d) length of time that the debt has been outstanding; e) circumstances which resulted in the debt being outstanding; f) any other relevant factors related to the circumstances of the Customer.

3.13.7.C Establishment of Plan. Any Customer who desires to enter into a deferred payment agreement shall establish such agreement prior to the Company's scheduled termination date for nonpayment of bills. Customer failure to execute a deferred payment agreement prior to the scheduled termination date shall not prevent the Company from discontinuing service for nonpayment. Deferred payment agreements may be in writing and may be signed by the Customer and an authorized Company representative. A deferred payment agreement may include a finance charge as approved by the Commission in a tariff proceeding.

3.13.7.D Discontinuance Under a Deferred Payment Plan. If a Customer has not fulfilled the terms of a deferred payment agreement, the Company shall have the right to disconnect service pursuant to the Company's termination of service rules and, under such circumstances, it shall not be required to offer subsequent negotiation of a deferred payment agreement prior to disconnection.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.13 Rendering and Payment of Bills (cont'd).

3.13.8 Billing Disputes. Billing will be deemed to be correct and binding on the Customer unless the Customer notifies the Company in writing of any dispute within thirty (30) days of the date of the invoice on which the disputed charges appear. Any Customer who disputes a portion of a bill shall pay the undisputed portion and notify the company's Customer Service Representative that such unpaid amount is in dispute prior to the delinquent date of the bill. Billing disputes should be addressed in writing to eVulkan, Inc. d/b/a beMANY!, One River Court, Suite 1408, Jersey City, NJ 07310. Billing disputes may also be referred to the Company's Customer Service number, (877) 289-7401. Customer Service representatives are available to assist with billing inquiries Monday through Friday from 8:00 AM to 5:00 PM Eastern Time.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.13 Rendering and Payment of Bills (cont'd).

3.13.8 Billing Disputes (cont'd).

Upon receipt of the Customer notice of dispute, the Company shall (1) notify the Customer within five (5) working days of the receipt of a written dispute notice; (2) initiate a prompt investigation as to the source of the dispute; and (3) withhold disconnection of service until the investigation is completed and the Customer is informed of the results. Once the Customer has received the results of the Company's investigation, the Customer shall submit payment within five (5) working days to the Company for any disputed amounts. Failure to make full payment is grounds for termination of services described in Section 3.17.2. The Customer may appeal a billing dispute to the Commission. In the event a Customer and the Company cannot resolve a service and/or bill dispute, the Customer shall file a written statement of dissatisfaction with the Commission at the address provided below. By submitting such notice to the Commission, the Customer shall be deemed to have filed an informal complaint against the Company.

Arizona Corporation Commission
Consumer Affairs Division
1200 West Washington Street
Phoenix, AZ 85007

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.13 Rendering and Payment of Bills (cont'd).

3.13.9 Returned Checks. If payment for the Services is made by a check, draft or similar instrument that is returned by a bank to the Company for any reason, a returned check charge of twenty-five dollars (\$25.00) shall be applied in addition to the total amount due.

3.13.10 Collection Service Charge. If the Services to the Customer are terminated for non-payment pursuant to Section 3.17.2.A, a collection service charge of twenty-five dollars (\$25.00) shall be applied in addition to the total amount due.

3.13.11 Billing Entity Conditions. If billing functions are performed on behalf of the Company by LECs, credit card companies or others, the payment conditions and regulations of such billing entities apply, including any applicable interest and/or late payment charge conditions.

3.13.12 Pro-Rated Charges. When the billing date and the date that the Services are started, changed, or discontinued do not coincide, Monthly Recurring Charges will be adjusted to reflect the fractional part of the month involved.

3.13.13 Business Use of Calling Card. In the event that ten (10) or more Calling Cards are issued by the Company to the Customer for use by employees of the Customer, the Customer shall be liable for all unauthorized use of any of the issued Calling Cards.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.14 Credit Allowance. Subject to Sections 3.2, 3.3 and 3.7, the Customer will receive a credit allowance for any portion of a Call which is interrupted due to poor transmission, one-way transmission or involuntary disconnection in an amount equal to charges assessed for the period in which the Call was interrupted. However, no credit allowance will be made for the following:

- (A) Interruptions caused by the negligence of the Customer, user or others;
- (B) Interruptions due to the failure of equipment or systems provided by others;
- (C) Interruptions during any period in which the Company is not afforded access to the premises where a circuit is terminated;
- (D) Interruptions during any period when the Customer or user has released a circuit or arrangement to the Company for maintenance purposes, to make rearrangements, or for the implementation of a Customer Order for a change or rearrangement.
- (E) Interruptions which continue because of the failure of the Customer to authorize replacement of any element of special construction. The period for which no credit allowance is made begins on the seventh (7th) day after the Customer receives the Company's written notification of the need for such replacement and ends on the day after receipt by the Company of the Customer's written authorization for such replacement.
- (F) Periods when the Customer elects not to release the circuit or arrangement for testing and/or repair and continues to use it on an impaired basis.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - RULES AND REGULATIONS (cont'd)

- 3.15 Cancellation of Service.** The Customer may cancel the Services by giving thirty (30) days' prior written notice to the Company. Upon receipt of the written notice, the Company places an order with the Underlying Carrier to cancel the Services. The Service are canceled when the Underlying Carrier moves the Customer to another carrier or when the Company receives notice from the Underlying Carrier that the Service has been canceled. The Customer will be liable for any traffic occurring with the Company through the cancellation date.
- 3.16 Service Establishments, Re-establishments or Reconnection Charge.** The Company may make a charge as approved by the Commission for the establishment, reestablishment, or reconnection of utility services. Should service be established during a period other than regular working hours at the Customer's request, the Customer may be required to pay an after-hour charge for the service connection. For the purpose of this rule, service establishments are where the Customer's and the Company's facilities are ready and acceptable.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.17 Suspension/Termination of Service.

3.17.1 Suspension for Cause. The Company may, without incurring any liability, suspend the Services without notice to the Customer if the Company deems that such action is necessary to protect its personnel, facilities or services. In addition, the Company may, without incurring any liability, suspend the Services ten (10) days after providing written notice to the Customer of nonpayment of any past due amount if payment is not received by the Company within the ten (10) day period. The Company may also, without incurring any liability, suspend the Service thirty (30) days after providing written notice to the Customer for any of the acts, omissions or occurrences listed in Section 3.2.2 of this Tariff if such act, omission or occurrence is not corrected within the thirty (30) day period. Notwithstanding the above, the Company may, without incurring any liability, suspend the Service after giving only such notice and opportunity to cure to the Customer as are reasonably required under the circumstances, if the suspension of the Services is required by law, regulation or order of governmental authority with appropriate jurisdiction.

Suspension for cause does not relieve the Customer of any obligation to pay charges that would otherwise be due to the Company or entitle the Customer to the receipt of a credit allowance. No period of suspension will accrue toward fulfillment of any applicable Minimum Payment Period.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.17 Suspension/Termination of Service (cont'd).

3.17.2 Termination for Cause.

3.17.2.A Termination of Service Without Notice. The Company may, without incurring any liability, terminate the Services without notice if the existence of an obvious hazard to the safety or health of the Customer or the general population or the Company's personnel or facilities, or the Company has evidence of tampering or evidence of fraud. The Company is not required to restore service until the conditions which resulted in termination have been corrected to the satisfaction of the Company.

The Company may terminate the Services, without incurring any liability, after suspension of the Services for nonpayment or for any of the acts, omissions or occurrences listed in Section 3.2.2 of this Tariff if such nonpayment or such acts, omissions or occurrences are not corrected within ten (10) days following the suspension of the Services.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.17 Suspension/Termination of Service (cont'd).

3.17.2 Termination for Cause (cont'd).

3.17.2.B Termination in All Other Cases. The Company may, without incurring any liability, terminate Service to any Customer only after first providing five (5) days advance written notice to the Customer. If after the period of time allowed by the advance written notice has elapsed and the delinquent account has not been paid nor arrangements made with the Company for the payment thereof or in the case of a violation of the Company's rules the Customer has not satisfied the utility that such violation has ceased, the Company may then terminate service on or after the day specified in the notice without giving further notice. The Company may terminate service on a temporary basis by discontinuing the Customer's line access at the central office. The Company has the right (but not the obligation) to remove any or all of its property installed on the Customer's premises upon the termination of service.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.17 Suspension/Termination of Service (cont'd).

3.17.2 Termination for Cause (cont'd).

3.17.2.C Termination Notice Requirements. The Company shall not terminate service to any of its Customers without providing advance written notice to the Customer of the Company's intent to disconnect service, except under those conditions specified where advance written notice is not required. Such advance written notice shall contain, at a minimum, the following information:

- (A) The name of the person whose service is to be terminated and the telephone number where service is being rendered.
- (B) The Company rules or regulation that was violated and explanation thereof or the amount of the bill which the Customer has failed to pay in accordance with the payment policy of the Company, if applicable.
- (C) The date on or after which service may be terminated.
- (D) A statement advising the Customer to contact the Company at a specific phone number for information regarding any deferred billing or other procedures which the Company may offer or to work out some other mutually agreeable solution to avoid termination of the Customer's service.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.17 Suspension/Termination of Service (cont'd).

3.17.2 Termination for Cause (cont'd).

3.17.2.D Timing of Terminations With Notice. The Company shall be required to give at least five (5) days advance written notice prior to the termination date. Such notice shall be considered to be given to the Customer when a copy thereof is left with the Customer or posted first class in the United States mail, addressed to the Customer's last known address. If after the period of time allowed by the notice has elapsed and the delinquent account has not been paid nor arrangements made with the Company for the payment thereof or in the case of a violation of the Company's rules the Customer has not satisfied the Company that such violation has ceased, the Company may then terminate service on or after the day specified in the notice without giving further notice.

3.17.2.E Termination Charges. Termination for cause does not relieve the Customer of any obligation to pay charges that would otherwise be due to the Company, including, without limitation, any termination charges.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.17 Suspension/Termination of Service (cont'd).

3.17.3 Non-Permissible Termination of Service. The Company will not disconnect service for any of the reasons stated below:

- (A) Delinquency in payment for services rendered to a prior Customer at the premises where service is being provided, except in the instance where the prior Customer continues to reside on the premises.
- (B) Failure of the Customer to pay for services or equipment which are not regulated by the Commission.
- (C) Residential service may not be disconnected due to nonpayment of a bill related to another class of service.
- (D) Failure to pay for a bill to correct a billing error if the Customer agrees to pay over a reasonable period of time.
- (E) Failure to pay the bill of another Customer as guarantor thereof unless guarantor does not make acceptable payment arrangements.
- (F) Disputed bills where the Customer has complied with the Commission's rules on complaints.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.18 Calculation of Rates and Charges.

3.18.1 Timing of Calls. Chargeable time is determined by the duration of the Call. Calls are timed and measured by the Underlying Carrier. Timing for all Calls begins when the Called Station answers the Call (*i.e.*, when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. Chargeable time ends when either the Called Station or the Calling Station disconnects from the Call. There are no billing charges applied for incomplete Calls.

3.18.2 Time of Day Sensitive Services. Different rates may be applicable at different times of the day, as specified in the appropriate rate schedule for the Service.

3.18.3 Overlapping Rate Periods. Calls which extend over multiple rate periods will be charged according to the rates applicable to the time recorded in each rate period.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - RULES AND REGULATIONS (cont'd)**3.18 Calculation of Rates and Charges (cont'd).**

3.18.4 Mileage Sensitive Services. Usage Charges for all mileage sensitive Services are based on the airline mileage between the Rate Centers associated with the originating and terminating points of the Call. Each Rate Center has a unique set of assigned vertical and horizontal ("V & H") coordinates which are used by the Underlying Carrier for calculating distance.

The airline mileage between Rate Centers is determined by applying the formula below to the vertical and horizontal ("V & H") coordinates associated with the Rate Centers involved. The Company uses the Rate Centers and associated V & H coordinates that are produced by Bell Communications Research in its NPA-NXX V & H Coordinates Tape.

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

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.18 Calculation of Rates and Charges (cont'd).

3.18.5 Initial and Incremental Units. The rates for all Services are based on an Initial Call Unit plus any Incremental Call Units. The Initial Call Unit is eighteen (18) seconds. Incremental Call Units are billed in six (6) second increments.

3.18.6 Application of Usage Charges. Usage Charges apply to all completed Calls. If the Usage Charge includes a fraction of a cent equal to or greater than \$.005, the fraction is rounded up to the next whole cent. If the Usage Charge includes a fraction of a cent less than \$.005, the fraction is rounded down to the next whole cent.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.18 Calculation of Rates and Charges (cont'd).

3.18.7 Taxes. The Customer will be billed for and is liable for payment of all applicable federal, state and local taxes, surcharges, fees or other assessments, including such amounts as the Company may be authorized to pass through to the Customer. All taxes, surcharges, fees or other assessments are listed as separate line items and are not included in the quoted rates.

When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise or other similar taxes or fees, based on intrastate receipts, are imposed by certain taxing jurisdictions upon the Company or upon any LEC and passed on to the Company through or with intrastate access charges, the amounts of such taxes or fees may be billed to the Customer in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the intrastate telecommunications services provided to and billed to a Customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.19 Minimum Payment Periods/Volume and Term Discounts - Switched Services. The charges applicable for a Minimum Payment Period include the Monthly Recurring Charge(s), plus any Nonrecurring Charge(s), that may be due. The Minimum Payment Period is calculated from the date that billing starts after (1) the initial installation, or (2) a reinstallation after a change, as applicable.

Volume and term discounts are available to Customers taking selected Services and committing to generate specified levels of revenues for specified numbers of months/years. Only revenues derived from the specific Service to which the volume/term commitment relates will apply to the Customer's satisfaction of those commitments.

In the event that a Customer discontinues the Services prior to the expiration of a Minimum Payment Period, the Customer shall pay to the Company upon discontinuance an amount equal to the difference between the aggregate revenue commitment (total number of months/years in the Minimum Payment Period times the monthly/ yearly committed revenue level) and the total amount of revenues received by the Company from the Customer (or in the case of a Reseller, the Customer's End Users) for the Services to which the volume/term commitment applies.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.19 Minimum Payment Periods/Volume and Term Discounts - Switched Services (cont'd).

In the event that a Customer fails to meet a revenue commitment for a Minimum Payment Period, the Customer shall pay to the Company upon the expiration of that commitment term an amount equal to the difference between the aggregate revenue commitment (total number of months/years in the Minimum Payment Period times the monthly/yearly committed revenue level) and the total amount of revenues received by the Company from the Customer (or in the case of a Reseller, the Customer's End Users) for the Services to which the volume/term commitment applies.

If by the end of the first year of a multi-year Minimum Payment Period, the Company has not received from the Customer volume/term commitment revenues equal to the aggregate revenue commitment divided by the number of years in the overall Minimum Payment Period, times a factor of 0.75, the Company reserves the right to charge the Customer the discounted usage rate applicable to the volume commitment level equal to the Customer's actual average monthly usage during that first year. No such rate increase shall relieve the Customer of the volume/term liability to which it originally committed.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.20 Minimum Customer Information Requirements.

3.20.1 Information for Residential Customers. The Company shall make available upon Customer request not later than sixty (60) days from the date of request a concise summary of the rate schedule applied for by such Customer. The summary shall include the charges for basic service and incremental ancillary services requested by the applicant. In addition, the Company shall make available upon Customer request not later than sixty (60) days from date of service commencement a concise summary of the Company's tariffs or the Commission's rules and regulations concerning deposits, terminations of service, billing and collection and complaint handling.

3.20.2 Information Required Due to Changes in Tariffs. Each Company shall transmit to affected Customers by the most economic means available a concise summary of any change in this Tariff affecting those Customers. This information shall be transmitted to the affected Customer within sixty (60) days of the effective date of change.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.21 Availability. The Service is available full-time, twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year.

3.22 Contacts.

- (a) Customer complaints, bill inquiries, new service or disconnect requests should be directed to:

Richard Stubbs
eVulkan, Inc. d/b/a beMANY!
One River Court, Suite 1408
Jersey City, NJ 07310
Telephone: (877) 289-7401
Facsimile: (201) 714-9945

- (b) Other contacts with the Company should be directed to:

George Jankovic, President and Chief Executive Officer
eVulkan, Inc. d/b/a beMANY!
One River Court, Suite 1408
Jersey City, NJ 07310
Telephone: (201) 714-9943
Facsimile: (201) 714-9945

INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 4 - DESCRIPTION OF SERVICES

4.1 Outbound Services.

4.1.1 Switched Outbound Services. Switched Outbound Service is offered on a per-Call basis to Customers which originate and terminate within the State of Arizona. Outbound Service is accessed on a conventional "1+" pre-subscribed direct dial basis over the facilities of a LEC. Calls originate and terminate via Switched Access provided by a LEC or other authorized access provider. The Customer is responsible for establishing originating local access facilities or equipment and for all nonrecurring, recurring, construction and other charges in connection with such originating access.

4.1.2 Dedicated Outbound Services. Dedicated Outbound Services permit a Customer to establish a communications path between two (2) stations by using a uniform dialing plan. Dedicated outbound services are provided through T-1 or DS0 dedicated access and are available to customers that have T-1 or DS0 dedicated access to the underlying carrier's POP. The Customer is responsible for securing dedicated access to the underlying carrier's POP and for all nonrecurring and recurring, construction and other charges incurred in connection with establishing such Dedicated Access. At the Customer's request, the Company will arrange for dedicated access to the underlying carrier's POP and pass through to the Customer all costs incurred in establishing such access.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 4 - DESCRIPTION OF SERVICES (cont'd)

4.2 Inbound Services.

4.2.1 Switched Inbound Services. Switched Inbound Service provides the Customer with one or more 800/888 numbers which when dialed within the State of Arizona will terminate on Customer-designated facilities or equipment within the State of Arizona. All charges accruing in connection with usage of the Customer's assigned 800/888 numbers are billed to the Customer rather than the party originating the Call. Calls terminate via Switched Access provided by a LEC or other authorized access provider. The Customer is responsible for establishing originating local access facilities or equipment and for all nonrecurring, recurring, construction and other charges in connection with such originating access.

4.2.2 Dedicated Inbound Services. Dedicated Inbound Services permit Calls to be completed to the Customer's location without charge to the Calling Station. Access to the Service is gained by dialing a ten digit telephone number, (800/888) NXX-XXXX, which terminates at the Customer's Premises. Dedicated Inbound Services are available only to Customers that have terminating T-1 or DS0 access to the underlying carrier's POP. The Customer is responsible for all nonrecurring, recurring, construction and other charges incurred in connection with establishing such terminating dedicated access. At the Customer's request, the Company will arrange for terminating dedicated access to the underlying carrier's POP and pass through to the Customer all costs incurred in establishing such access.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 4 - DESCRIPTION OF SERVICES (cont'd)

4.2 Inbound Services (cont'd).

4.2.3 Optional Features. The following optional services are available with Inbound Service:

4.2.3.A Dialed Number Identification Service (DNIS). This service permits the Customer to receive Calls made to multiple 800 numbers on the same trunk group and to identify the 800/888 number that was dialed by the calling party. This service is only available on Dedicated Access.

4.2.3.B Real Time Automatic Number Identification (ANI). This service provides the ANI for the calling party to the 800/888 Customer if the Call originates from an Equal Access end office. The Company shall provide Real Time ANI on an 800/888 number and a trunk group basis. Real Time ANI is only available on Dedicated Access

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 4 - DESCRIPTION OF SERVICES (cont'd)

4.2 Inbound Services (cont'd).

4.2.3 Optional Features (cont'd).

4.2.3.C 800 Call Overflow. This service permits Calls made to a trunk group in which all trunks are busy to be forwarded to another telephone number at the same location pre-designated by the Customer. This service is only available on Dedicated Access.

4.2.3.D Uniform Call Distribution. This feature permits an even distribution of Calls across a trunk group. Uniform Call Distribution is only available on Dedicated Access.

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One River Court, Suite 1408
Jersey City, NJ 07310

INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 4 - DESCRIPTION OF SERVICES (cont'd)

4.2 Inbound Services (cont'd).

4.2.3 Optional Features (cont'd).

4.2.3.E Enhanced Routing Features. The following features are available on both Switched and Dedicated Access for an additional one-time and monthly charge:

4.2.3.E.1 Time of Day Routing. The Customer may have Calls on the same 800/888 number routed to different locations during various times of day. Time of Day routing shall follow the national observance of daylight savings time. The day may be divided into fifteen (15) minute increments with up to ninety-six (96) time intervals per twenty-four (24) hour period. All time intervals must begin on the quarter clock hour.

4.2.3.E.2 Day of Week Routing. The Customer may have Calls to the same 800/888 number routed to different locations based upon the day of the week. Day of Week routing shall follow the national observance of daylight savings time.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 4 - DESCRIPTION OF SERVICES (cont'd)

4.2 Inbound Services (cont'd).

4.2.3 Optional Features (cont'd).

4.2.3.E Enhanced Routing Features (cont'd).

4.2.3.E.3 Day of Year Routing. The Customer may have Calls to the same 800/888 number routed to different locations on specified days of the year. Dates are stored in a month/day format. It is the responsibility of the Customer to revise routing schedules annually.

4.2.3.E.4 Call Allocation Routing. The Customer may define routing of Calls made to the same 800/888 number on a percentage basis so that calls can be allocated to multiple locations. Percentages must be defined in whole numbers, with one percent (1%) as the smallest allocation percentage to any location. The total of all percentage allocations must be one hundred percent (100%).

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 4 - DESCRIPTION OF SERVICES (cont'd)

4.2 Inbound Services (cont'd).

4.2.3 Optional Features (cont'd).

4.2.3.E Enhanced Routing Features (cont'd).

4.2.7.E.5 Command Routing. The Customer may activate a different Enhanced 00/888 routing plan on command by placing one Call to the Company. The Customer may define up to ninety-nine (99) separate routing plans per 800 number. Routing plans must be located in the Company's network before they are available for activation on command. The Customer must have a minimum of two (2) routing plans to be able to utilize this feature. Command Routing charges do not apply if the Customer uses the normal service order process to activate routing plans.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 4 - DESCRIPTION OF SERVICES (cont'd)

4.3 Calling Card Services.

4.3.1 Post-Paid Calling Card Service. Calling Card Service is an outbound service offered on a per-Call basis to Customers originating calls which originate and terminate within the State of Arizona. Calling Card Service is accessed by dialing the Company's universal access toll free number to complete direct dialed or operator assisted calls.

4.3.2 Pre-Paid Debit Card Service. Debit Card Service allows customers to make prepaid long distance calls. The Debit Card is a calling card that has a predetermined face value. The Customer will be issued an authorization code specific to the user, and an 800 telephone number which is printed on the card and will be used to access the network and a validation database. At the conclusion of each call, the network database will inform the card user of the balance remaining on the card. Such announcements will occur at five, three, and one minute intervals before the card balance is depleted. Calls in progress will be terminated with an announcement when the card balance reaches zero. The authorization code will block fraudulent use of the card and the card can be deactivated if lost or stolen. The Debit Card will be blocked from completing calls to 900 services. Debit Card Service is usable twenty-four (24) hours a day, seven (7) days a week. All debit cards will be rounded up to the next full minute of usage.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 4 - DESCRIPTION OF SERVICES (cont'd)

4.4 Miscellaneous Services.

4.4.1 Three Way Conference Service. The Company's Three Way Conference is a service feature available to the Calling Card Customer and allows the Customer to add on a third party to any already established telephone conversation from any touch-tone telephone in the Contiguous United States. The Initial and Incremental Call Units for Three Way Conference Service will always be one (1) minute.

4.4.2 Directory Assistance Service. Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party. Directory Assistance is provided by the Underlying Carrier. Directory Assistance is only available to Customers who have access to the Directory Assistance bureau of the Underlying Carrier.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 4 - DESCRIPTION OF SERVICES (cont'd)

4.4 Miscellaneous Services (cont'd).

4.4.3 Accounting Code Service. The Company, by means of multi-digit Accounting Codes associated with a billing number, can provide the Customer with the capability to allocate usage charges to separate cost centers. The Customer shall be required to input appropriate codes before the Call is processed. The Customer may order either non-validated or validated Accounting Codes.

Non-validated Accounting Codes are used by the Customer to categorize and secure communications expenditures and access. The Customer notifies the Company as to how many digits, from one (1) to five (5), shall be dialed and the Company's network shall only authorize Calls which are associated with an Accounting Code with the correct number of digits. The Customer controls the assignment of the actual numbers to be dialed. Neither Nonrecurring charges nor recurring charges per account are applicable to Non-validated Accounting Code service.

Validated Accounting Codes are verified by the number of digits as well as the sequence of the digits dialed. The caller must know the preassigned accounting code to complete the Call.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 5 - RATES AND CHARGES

5.1 Rate Schedule.

5.1.1 General. This section sets forth the rates and charges applicable to the Services. All rates are set forth in U.S. dollars.

5.1.2 Rating Methodology. Usage-sensitive charges for the Services are applied on a per-Call basis. Message charges are based on the duration of the Call.

5.1.3 Billing Fees. A monthly billing fee may be assessed under individual service options.

5.1.4 Set-up Fees. A one-time service fee may be assessed under individual service options.

5.1.5 Credit Card Fees. A monthly service fee and per-Call surcharges may be assessed under individual service options for credit card usage.

5.1.6 Operator Service Charges. Operator Service charges are billed by the Underlying Carrier or its agent; the Company does not provide or bill for Operator Services.

5.1.7 Directory Assistance Charges. Directory Assistance charges are billed at the Underlying Carrier's rates; the Company does not provide Directory Assistance.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 5 - RATES AND CHARGES (cont'd)

5.2 Outbound Service Option Rates.

5.2.1 Switched Outbound Rates.

	<u>Initial</u>	<u>Incremental</u>
Maximum	\$0.05	\$0.016

5.2.2 Dedicated Outbound Rates.

	<u>Initial</u>	<u>Incremental</u>
Maximum	\$0.033	\$0.011

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 5 - RATES AND CHARGES (cont'd)

5.3 Inbound Service Option Rates.

5.3.1 Switched Inbound Rates.

	<u>Initial</u>	<u>Incremental</u>
Maximum	\$0.05	\$0.016

5.3.2 Dedicated Inbound Rates.

	<u>Initial</u>	<u>Incremental</u>
Maximum	\$0.03	\$0.011

5.3.3 Inbound Service Payphone Surcharge. The Customer will be assessed a surcharge of \$025. for each Inbound Service Call placed from a payphone.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 5 - RATES AND CHARGES (cont'd)

5.3 Inbound Service Option Rates (cont'd).

5.3.4 Optional Feature Rates.

5.3.4.A Dialed Number Identification Service (DNIS).

Nonrecurring charge, per Dedicated Access Service Group:

Maximum \$500.00

Nonrecurring charges shall be waived if the Customer subscribes to this service for the same service group for interstate service.

5.3.4.B Real Time Automatic Number Identification (ANI).

Nonrecurring charge, per Routing Arrangement:

Maximum \$200.00

Nonrecurring charges shall be waived if the Customer subscribes to this service for the same routing arrangement for interstate service.

Usage Charge, per ANI delivered:

Maximum \$0.01

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 5 - RATES AND CHARGES (cont'd)

5.3 Inbound Service Option Rates (cont'd).

5.3.4 Optional Feature Rates (cont'd).

5.3.4.C 800 Call Overflow.

Nonrecurring charge, per Routing Arrangement:

Maximum \$50.00

Monthly charge, per Routing Arrangement:

Maximum \$35.00

Surcharge, per Minute:

Maximum \$0.10

Nonrecurring and Monthly charges will be waived if the Customer subscribes to this service for the same routing arrangement for both interstate and intrastate.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 5 - RATES AND CHARGES (cont'd)

5.3 Inbound Service Option Rates (cont'd).

5.3.4 Optional Feature Rates (cont'd).

5.3.4.D Uniform Call Distribution.

Nonrecurring charge, per Service Group:

Maximum \$100.00

Nonrecurring charges will be waived if the Customer subscribes to this service for both interstate and intrastate service.

5.3.4.E Enhanced Routing Features.

	<u>Maximum</u>
Nonrecurring Charges:	
Installation	\$100.00
Command Routing Activation	\$ 50.00

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 5 - RATES AND CHARGES (cont'd)

5.3 Inbound Service Option Rates (cont'd).

5.3.4 Optional Feature Rates (cont'd).

5.3.4.E Enhanced Routing Features (cont'd).

	<u>Maximum</u>
Monthly Recurring Charges:	
1-3 Routing Plans	\$0.00
4-12 Routing Plans	\$250.00
13-99 Routing Plans	\$450.00

Nonrecurring and Monthly recurring charges shall be waived if the Customer subscribes to these enhanced features for the same service groups or routing arrangements for interstate service.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 5 - RATES AND CHARGES (cont'd)

5.4 Calling Card Service Rates.

5.4.1 Post-Paid Calling Card Rates.

	<u>Initial</u>	<u>Incremental</u>
Maximum	\$0.60	\$0.30

Calling Card Service Charge:

The Customer will be assessed a surcharge of \$0.75 for each Calling Card Service Call.

Calling Card Service Payphone Surcharge:

The Customer will be assessed a surcharge of \$0.25 for each Calling Card Service Call placed from a payphone.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 5 - RATES AND CHARGES (cont'd)

5.4 Calling Card Service Rates (cont'd).

5.4.2 Pre-Paid Debit Card Rates Per Minute.

Debit Card usage will be sold under the following rate schedule:

Base Rate Per Minute: Maximum \$0.55

Debit Cards will be sold in the following dollar denominations:

\$5.00, \$10.00, \$15.00, \$20.00, \$25.00

Debit Card Service Payphone Surcharge:

The Customer will be assessed a surcharge of \$0.25 for each Debit Card Service Call placed from a payphone.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 5 - RATES AND CHARGES (cont'd)

5.5 Miscellaneous Service Rates.

5.5.1 Three Way Conference Service.

Per Minute Charge:

Maximum \$0.35

Per Conference Bridge Charge:

Maximum \$2.00

5.5.2 Directory Assistance Service.

Per Call Charge:

Maximum \$0.75

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 5 - RATES AND CHARGES (cont'd)**5.5 Miscellaneous Service Rates (cont'd).****5.5.3 Accounting Code Service.**

<u>Number of Codes</u>		<u>Nonrecurring Charge</u>	<u>Recurring Charge</u>
0-100	Maximum	\$30.00	\$15.00
100-1000	Maximum	\$30.00	\$35.00
Per Add'l 1000	Maximum	\$30.00	\$35.00

Charges will be waived if the Customer subscribes to this service for the same access lines for both interstate/international and intrastate service.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICE TARIFF

SECTION 5 - RATES AND CHARGES (cont'd)

5.5 Miscellaneous Service Rates (cont'd).

5.5.4 Preferred Interexchange Carrier Change Charge. The Company reserves the right to assess on the Customer a one time Preferred Interexchange Carrier Change Charge of \$5.00 upon initiation of the Services.

5.5.5 Preferred Interexchange Carrier Charges. The Company reserves the right to pass through to Customers Preferred Interexchange Carrier Charges associated with the Customer's use of the Services which are assessed on the Company by a Local Exchange Carrier, Competitive Local Exchange Carrier, or an Underlying Carrier.

5.5.6 Contribution to Universal Service. The Company reserves the right to collect from the Customer a contribution to the Universal Service Support Mechanism equal to 4% of the Usage Charges billed to the Customer each month.

5.5.7 Pass-Through Charges. The Company reserves the right to pass through to the Customer any charges resulting from governmental assessment, tax, charges or action.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICES PRICE LIST

eVulkan, Inc. d/b/a beMANY!

REGULATIONS AND SCHEDULE OF INTRASTATE TOLL
CHARGES APPLYING TO TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF ARIZONA

CURRENT PRICE LIST

Issued: June 13, 2000

Effective: June 13, 2000

Issued by: George Jankovic, President and Chief Executive Officer
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INTRASTATE TOLL TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 5 - RATES AND CHARGES

5.2 Outbound Service Option Rates.

5.2.1 Switched Outbound Rates.

<u>Initial</u>	<u>Incremental</u>
\$0.026	\$0.013

5.2.2 Dedicated Outbound Rates.

<u>Initial</u>	<u>Incremental</u>
\$0.026	\$0.009

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 5 - RATES AND CHARGES (cont'd)

5.3 Inbound Service Option Rates.

5.3.1 Switched Inbound Rates.

<u>Initial</u>	<u>Incremental</u>
\$0.039	\$0.013

5.3.2 Dedicated Inbound Rates.

<u>Initial</u>	<u>Incremental</u>
\$0.026	\$0.009

5.3.3 Inbound Service Payphone Surcharge. The Customer will be assessed a surcharge of \$0.25 for each Inbound Service Call placed from a payphone.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 5 - RATES AND CHARGES (cont'd)

5.3 Inbound Service Option Rates (cont'd).

5.3.4 Optional Feature Rates.

5.3.4.A Dialed Number Identification Service (DNIS).

Nonrecurring charge, per Dedicated Access Service Group:

\$500.00

Nonrecurring charges shall be waived if the Customer subscribes to this service for the same service group for interstate service.

5.3.4.B Real Time Automatic Number Identification (ANI).

Nonrecurring charge, per Routing Arrangement:

\$200.00

Nonrecurring charges shall be waived if the Customer subscribes to this service for the same routing arrangement for interstate service.

Usage Charge, per ANI delivered:

\$0.01

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 5 - RATES AND CHARGES (cont'd)

5.3 Inbound Service Option Rates (cont'd).

5.3.4 Optional Feature Rates (cont'd).

5.3.4.C 800 Call Overflow.

Nonrecurring charge, per Routing Arrangement:

\$50.00

Monthly charge, per Routing Arrangement:

\$35.00

Surcharge, per Minute:

\$0.10

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 5 - RATES AND CHARGES (cont'd)

5.3 Inbound Service Option Rates (cont'd).

5.3.4 Optional Feature Rates (cont'd).

5.3.4.D Uniform Call Distribution.

Nonrecurring charge, per Service Group:

\$100.00

5.3.4.E Enhanced Routing Features.

Nonrecurring Charges:

Installation \$100.00

Command Routing \$ 50.00
 Activation

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 5 - RATES AND CHARGES (cont'd)

5.3 Inbound Service Option Rates (cont'd).

5.3.4 Optional Feature Rates (cont'd).

5.3.4.E Enhanced Routing Features (cont'd).

Monthly Recurring Charges:

1-3 Routing Plans	\$0.00
4-12 Routing Plans	\$250.00
13-99 Routing Plans	\$450.00

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 5 - RATES AND CHARGES (cont'd)

5.4 Calling Card Service Rates.

5.4.1 Post-Paid Calling Card Rates.

<u>Initial</u>	<u>Incremental</u>
\$0.045	\$0.015

Calling Card Service Charge:

The Customer will be assessed a surcharge of \$0.60 for each Calling Card Service Call.

Calling Card Service Payphone Surcharge:

The Customer will be assessed a surcharge of \$0.25 for each Calling Card Service Call placed from a payphone.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 5 - RATES AND CHARGES (cont'd)

5.4 Calling Card Service Rates (cont'd).

5.4.2 Pre-Paid Debit Card Rates Per Minute.

Debit Card usage will be sold under the following rate schedule:

Base Rate Per Minute: \$0.35

Debit Cards will be sold in the following dollar denominations:

\$5.00, \$10.00, \$15.00, \$20.00, \$25.00

Debit Card Service Payphone Surcharge:

The Customer will be assessed a surcharge of \$0.25 for each Debit Card Service Call placed from a payphone.

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 5 - RATES AND CHARGES (cont'd)

5.5 Miscellaneous Service Rates.

5.5.1 Three Way Conference Service.

Per Minute Charge:

\$0.20

Per Conference Bridge Charge:

\$1.50

5.5.2 Directory Assistance Service.

Per Call Charge:

\$0.75

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INTRASTATE TOLL TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 5 - RATES AND CHARGES (cont'd)

5.5 Miscellaneous Service Rates (cont'd).

5.5.3 Accounting Code Service.

<u>Number of Codes</u>	<u>Nonrecurring Charge</u>	<u>Recurring Charge</u>
0-100	\$20.00	\$10.00
100-1000	\$20.00	\$25.00
Per Add'l 1000	\$20.00	\$25.00

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Attachment D

**Financial Documentation
of
eVulkan, Inc. d/b/a beMANY!**

eVulkan has the financial capabilities to provide high quality interexchange telecommunications services within and throughout the State of Arizona. As a newly-formed entity, eVulkan does not possess historical financial statements. Because the Company will be providing service on a resale basis, capital outlays will be minimal; accordingly, eVulkan anticipates satisfying its cash flow obligations from revenues from its Arizona operation.

Notwithstanding the self-supporting nature of eVulkan's proposed operations, attached hereto is the Company's most recently available balance sheet, for the quarter ending March 31, 2000, which demonstrates the possession of more than sufficient financial resources to provide telecommunications services to residents of the State of Arizona.

Mar 31, '00

ASSETS

Current Assets

Checking/Savings

Temp Inv Fund 10,200,000

US Bank Accounts 577,757

Canadian Bank Accounts -111,367

Total Checking/Savings 10,666,390

Total Current Assets 10,666,390

Fixed Assets

Computer Equipment 267,302

Office Furniture 7,401

Patent 430

Web Site 28,566

Total Fixed Assets 303,699

Other Assets

Security Deposit 1,800,000

Organizational Costs 10,000

Total Other Assets 1,810,000

TOTAL ASSETS 12,780,089

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

Employee Reimbursements 23,596

Payroll Liabilities 472

Total Other Current Liabilities 24,068

Total Current Liabilities 24,068

Total Liabilities 24,068

Equity

Common Stock 8,000

Additional Paid In Cap. Common 2,000

Preferred Stock 7,324

Add'l Paid in Cap. Preferred 13,542,671

Retained Earnings -231,988

Net Income -571,988

Total Equity 12,756,019

TOTAL LIABILITIES & EQUITY 12,780,087

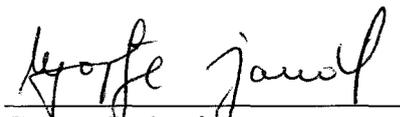
**BEFORE THE
ARIZONA CORPORATION COMMISSION**

CERTIFICATION

I, George Jankovic, a duly authorized officer of eVulkan, Inc. d/b/a beMANY!
("beMANY!"), am authorized to make this certification on behalf of beMANY! I hereby declare
under penalty of perjury that the financial information concerning beMANY! reflected in the
foregoing documentation is true, complete, and accurate to the best of my knowledge.

eVulkan, Inc. d/b/a beMANY!

By:



George Jankovic

President and Chief Executive Officer

Dated: May 30, 2000

ATTACHMENT E

**FOREIGN CORPORATION CERTIFICATE
AND
NOTICE OF RIGHT TO DO BUSINESS UNDER
AN ALTERNATIVE NAME
OF
eVulkan, Inc. d/b/a beMANY!**

CARL J. KUNASEK
CHAIRMAN

JIM IRVIN
COMMISSIONER

WILLIAM A. MUNDELL
COMMISSIONER



ARIZONA CORPORATION COMMISSION

BRIAN C. MCNEIL
EXECUTIVE SECRETARY

JOANNE C. MACDONNELL
DIRECTOR, CORPORATIONS DIVISION

CAPITOL DOCUMENTS SERVICES, INC
N FIRST AVE STE 4
PHOENIX, AZ 85003

RE: EVULKAN, INC.
File Number: F-0948170-2

We are pleased to notify you that your Application for Authority to transact business in Arizona was approved and filed on April 27, 2000.

You must publish a copy of your Application for Authority. The publication must be in a newspaper of general circulation in the county of the known place of business in Arizona, for three (3) consecutive publications. An affidavit from the newspaper, evidencing such publication, must be delivered to the Commission for filing WITHIN NINETY (90) DAYS from the File Date.

All corporations transacting business in Arizona are required to file an Annual Report with the Commission, on the anniversary of the date of incorporation. Each year, a preprinted Annual Report Form will be mailed to you prior to the due date of the report.

If you have any questions or need further information, please contact us at (602) 542-3135 in Phoenix, (520) 628-6560 in Tucson, or Toll Free (Arizona residents only) at 1-800-345-5819.

Very truly yours,

THERESA TITTLE
Examiner
Corporations Division
Arizona Corporation Commission

CF:07
Rev: 4/97

PR 27 2000

DO NOT PUBLISH THIS SECTION

APR 27 2000

APPLICATION FOR AUTHORITY TO TRANSACT BUSINESS

FILED BY Teri Little IN ARIZONA F-0948170-2

1. The corporate name must contain the words "corporation," "association," "company," "limited," "incorporated" or an abbreviation of any of these words. If you are the holder or assignee of a trademark, attach Declaration of Tradename Holder form. If your name is not available for use in Arizona, you must adopt a fictitious name and provide a resolution adopting the name, which must be executed by the corporation Secretary.

3. You must provide the total duration in years for which your corporation was formed to endure. If perpetual succession, so indicate in this section. Do not leave blank, or state not applicable.

5. The statutory agent address cannot be a P.O. Box. It must be a physical address in Arizona. Include City, State and Zip code

The name of the corporation is: eVulkan, Inc.
A(n) Delaware Corporation
(State, Province or Country)

- We are a foreign corporation applying for authority to transact business in the state of Arizona.
- We are a foreign corporation currently authorized to transact business in Arizona and must now file this Application for New Authority pursuant to A.R.S. § 10-1504 because we have changed the following in our domicile jurisdiction:
 - Our actual corporate name (or the name under which we originally obtained authority in Arizona).
 - The period of our duration.
 - The state, province or country of our incorporation.

1. The exact name of the foreign corporation is:
eVulkan, Inc.

If the exact name of the foreign corporation is not available for use in this state, then the fictitious name adopted for use by the corporation in Arizona is:

(FN).

2. The name of the state, province or country in which the foreign corporation is incorporated is:
Delaware

3. The foreign corporation was incorporated on the 9th day of July, 1999 and the period of its duration is: perpetual.

4. The street address of the principal office of the foreign corporation in the state, province or country of its incorporation is:
c/o United Corporate Services Inc.
15 East North Street
Dover, DE 19901

5. The name and street address of the statutory agent for the foreign corporation in Arizona is:
National Registered Agents, Inc.
815 N. First Avenue, Suite 4
Phoenix, AZ 85003

DO NOT PUBLISH
THIS SECTION

5.b. Indicate to which
address the Annual
Report should be mailed.

6. If the purpose of your
corporation has any
limitations with regard to
this section, so indicate.
If not, state no
limitations.

Name:
Address:
City, State, Zip:
Name:
Address:
City, State, Zip:
Name:
Address:
City, State, Zip:

8. The total number of
authorized shares cannot
be "zero" or "N/A".
Include authorized, not
issued shares in this
section.

5.a. The street address of the known place of business of the foreign corporation in Arizona IF
DIFFERENT from the street address of the statutory agent is:
c/o National Registered Agents, Inc.

815 N. First Avenue, Suite 4

Phoenix, AZ 85003

5.b. The Annual Report and general correspondence should be mailed to the address specified
above in section 4 _____ or 5a XX.

6. The purpose of the corporation is to engage in any and all lawful business in which
corporations may engage in the state, province or country under whose law the foreign
corporation is incorporated, with the following limitations if any:

None

7. The names and usual business addresses of the current directors and officers of the foreign
corporation are: (Attach additional sheets if necessary.)

Please see attached Addendum [title]

_____ [title]

_____ [title]

8. The foreign corporation is authorized to issue 30,500,000 shares, itemized as
follows: (Attach additional sheets if necessary.)

7,500,000 shares of Preferred [class or series] stock at
_____ no par value or par value of \$.001 per share.

23,000,000 shares of Common [class or series] stock at
_____ no par value or par value of \$.001 per share.

_____ shares of _____ [class or series] stock at
_____ no par value or par value of \$ _____ per share.

**ADDENDUM TO FILING
OF
EVULKAN, INC.**

OFFICERS:

President	George Jankovic	9071 Mill Creek Rd., Apt. 1702 Levittown, PA 19054
Vice President	Mircea Mihaesca	3100 Steeles Ave. West, #403 Concord, Ontario L4K 3R1 Canada
Secretary	George Jankovic	9071 Mill Creek Rd., Apt. 1702 Levittown, PA 19054
Treasurer	George Jankovic	9071 Mill Creek Rd., Apt. 1702 Levittown, PA 19054

DIRECTORS:

Chairperson	George Jankovic	9071 Mill Creek Rd., Apt. 1702 Levittown, PA 19054
Director	Mircea Mihaesca	3100 Steeles Ave. West, #403 Concord, Ontario L4K 3R1 Canada
Director	Virginia Bonker	230 Lackawanna Drive Andover, NJ 07821-4113
Director	Michael Hagan	c/o VerticalNet, Inc. 700 Dresher Road Horsham, PA 19044
Director	Bradley A. Feld	c/o Softbank Venture Capital P.O. Box E Eldorado Springs, CO 80025

DO NOT PUBLISH THIS SECTION

9. The total number of issued shares cannot be "N/A".

The Application must be accompanied by the following: A Certificate of Disclosure, executed within 30 days of delivery to the Commission, by a duly authorized officer

Attach a certified copy of your articles of incorporation, all amendments and mergers (AZ Const. Art. XIV, §8) and a certificate of existence or document of similar import duly authenticated (within 60 days) by the official having custody of corporate records in the state, province or country under whose laws we are incorporated.

The agent may consent to the appointment by either executing the consent, attaching a cover letter, or if paying by check, executing the check.

CF:0024
Rev. 10/99

9. The foreign corporation has issued 15,888,822. shares, itemized as follows:
7,324,322. shares of Preferred [class or series] stock at _____ no par value or par value of \$.001 per share.
8,564,500. shares of Common [class or series] stock at _____ no par value or par value of \$.001 per share.
_____ shares of _____ [class or series] stock at _____ no par value or par value of \$ _____ per share.

10. The character of business the foreign corporation initially intends to conduct in Arizona is:
Telecommunication services provider

DATED this 7th day of APRIL, ~~XX~~2000
eVulkan, Inc.

[Name of Corporation]
Executed by *George Jankovic*
George Jankovic, President
[print name] [title]
PHONE _____ FAX _____
[optional] [optional]

ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT

The undersigned hereby acknowledges and accepts the appointment as statutory agent of this corporation effective this 20th day of April, ~~XX~~2000

Tina Leland
Signature
Tina Leland, Assistant Secretary
[Print Name]

ARIZONA CORPORATION COMMISSION
CORPORATIONS DIVISION

Phoenix Address: 1300 West Washington
Phoenix, Arizona 85007-2929

Tucson Address: 400 West Congress
Tucson, Arizona 85701-1347

PROFIT
CERTIFICATE OF DISCLOSURE
A.R.S. §10-202.D

eVulkan, Inc.

EXACT CORPORATE NAME

A. Has any person serving either by election or appointment as officer, director, trustee, incorporator and persons controlling or holding over 10% of the issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest in the corporation:

1. Been convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
2. Been convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses, or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
3. Been or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the execution of this Certificate wherein such injunction, judgment, decree or permanent order:
 - (a) Involved the violation of fraud or registration provisions of the securities laws of that jurisdiction?; or
 - (b) Involved the violation of the consumer fraud laws of that jurisdiction?; or
 - (c) Involved the violation of the antitrust or restraint of trade laws of that jurisdiction?

Yes _____ No XX

B. IF YES, the following information MUST be attached:

1. Full name, prior name(s) and aliases, if used.
2. Full birth name.
3. Present home address.
4. Prior addresses (for immediate preceding 7-year period).
5. Date and location of birth.
6. Social Security number.
7. The nature and description of each conviction or judicial action, date and location, the court and public agency involved and file or cause number of case.

C. Has any person serving as an officer, director, trustee or incorporator of the corporation served in any such capacity or held or controlled over 20% of the issued and outstanding common shares, or 20% of any other proprietary, beneficial or membership interest in any corporation which has been placed in bankruptcy, receivership or had its charter revoked, or administratively or judicially dissolved by any state or jurisdiction?

Yes _____ No XX

IF YOUR ANSWER TO THE ABOVE QUESTION IS "YES", YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION:

1. Name and address of the corporation.
2. Full name (including aliases) and address of each person involved.
3. State(s) in which the corporation:
 - (a) Was incorporated. (b) Has transacted business.
4. Dates of corporate operation.
5. Date and case number of Bankruptcy or date of revocation/administrative dissolution.

D. The fiscal year end adopted by the corporation is December 31

Under penalties of law, the undersigned incorporator(s)/officer(s) declare(s) that I(we) have examined this Certificate, including any attachments, and to the best of my(our) knowledge and belief it is true, correct and complete, and hereby declare as indicated above. THE SIGNATURE(S) MUST BE DATED WITHIN THIRTY (30) DAYS OF THE DELIVERY DATE.

BY George Jankovic BY George Jankovic
PRINT NAME George Jankovic PRINT NAME George Jankovic
TITLE President DATE 4/7/00 TITLE Secretary DATE 4/7/00

DOMESTIC CORPORATIONS: ALL INCORPORATORS MUST SIGN THE INITIAL CERTIFICATE OF DISCLOSURE. If within sixty days, any person becomes an officer, director, trustee or person controlling or holding over 10% of the issued and outstanding shares or 10% of any other proprietary, beneficial, or membership interest in the corporation and the person was not included in this disclosure, the corporation must file an AMENDED certificate signed by at least one duly authorized officer of the corporation.

FOREIGN CORPORATIONS: MUST BE SIGNED BY AT LEAST ONE DULY AUTHORIZED OFFICER OF THE CORPORATION.

CF: 0022 - Business Corporations

Rev: 2/98

COPY

**AFFIDAVIT OF PUBLICATION
for Corporation Commission**

RECEIVED

MAY 22 2000

ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION

ARIZONA CAPITOL TIMES

P.O. Box 2260

Phoenix, AZ 85002

Phone: (602) 258-7026 / Fax: (602) 258-2504

STATE OF ARIZONA
County of Maricopa

I, DIANA CREIGHTON, am authorized by the publisher as agent to make this affidavit of publication. Under oath, I state that the following is true and correct.

The ARIZONA CAPITOL TIMES, is a newspaper which is published weekly, is of general circulation and is in compliance with Arizona Revised Statutes §§ 10-140.34 & 39-201.A & B. The notice will be/has been published three (3) consecutive times in the newspaper listed above.

DATES OF PUBLICATION:

- 1) May 19, 2000
- 2) May 26, 2000
- 3) June 2, 2000

THE NAME OF THE CORPORATION: EVULKAN, INC.

CORPORATE FILE NUMBER: F-0948170-2

TYPE OF DOCUMENT: Application for Authority

(EXAMPLE: Merger between party a and party b; name change from/to; foreign authority with a fictitious name; articles of incorporation; application for authority; articles of organization; amendment; etc.)

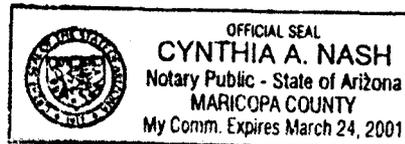
AUTHORIZED SIGNATURE: _____

Diana Creighton

**SUBSCRIBED AND SWORN TO BEFORE ME
ON THE 19th DAY OF May, 2000.**

NOTARY SIGNATURE: _____

Cynthia A. Nash



ity of Axient-AZ, and otherwise carry out the purposes of this Agreement and Plan of Merger, and the directors and appropriate officers of Axient-DE are fully authorized in the name and on behalf of Axient-AZ or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments. 9. Prior Corporate Acts. All corporate acts, plans, policies, contracts, approvals, and authorizations of Axient-AZ, its shareholders, board of directors, committees elected or appointed by the board of directors, officers and agents, that were valid and effective immediately prior to the Effective Date shall be taken for all purposes as the acts, plans, policies, approvals, and authorizations of Axient-DE and shall be as effective and binding thereon as the same were with respect to Axient-AZ. On the Effective Date, the employees and agents of Axient-AZ shall become the employees and agents of Axient-DE and shall continue to be entitled to the same rights and benefits they enjoyed as employees and agents of Axient-AZ. 10. Service of Process on Axient-DE. Axient-DE agrees that it may be served with process in the state of Arizona in any proceeding for enforcement of any obligations of Axient-AZ arising from the Merger, including any suit or other proceeding to enforce the rights of any dissenting shareholders of Axient-AZ against Axient-DE pursuant to the provisions of the Arizona Business Corporation Act. 11. Irrevocable Appointment of Arizona Corporation Commission. Axient-DE irrevocably appoints the Arizona Corporation Commission as its agent to accept service of process for the purposes of Section 10 of this Agreement and Plan of Merger. 12. Agreement to Pay Dissenting Shareholders. Axient-DE agrees that it will pay to any dissenting shareholders of Axient-AZ the amount, if any, to which they shall be entitled under the provisions of the Arizona Business Corporation Act with respect to the rights of dissenting shareholders. 13. Deferral or Abandonment. At any time prior to the Effective Date, this Agreement and Plan of Merger may be terminated and the Merger may be abandoned or the time of consummation of the Merger may be deferred for a reasonable time by the Board of Directors of either Axient-AZ or Axient-DE or both, notwithstanding approval of this Agreement and Plan of Merger by the shareholders of Axient-AZ, if circumstances arise which, in the opinion of the Board of Directors of Axient-AZ or Axient-DE, make the Merger inadvisable or such deferral of the time of consummation thereof advisable. This Agreement and Plan of Merger was adopted and approved by the Board of Directors of Axient-AZ by Unanimous Written Consent in Lieu of a Special Meeting of the Board of Directors of Axient-AZ, dated as of March 13, 2000, and by the Board of Directors of Axient-DE by Unanimous Written Consent in Lieu of a Special Meeting of the Board of Directors of Axient-DE, dated as of March 16, 2000. IN WITNESS WHEREOF, the undersigned officers of Axient-AZ and Axient-DE acknowledge that the facts stated herein are true. AXIENT COMMUNICATIONS, INC., a Delaware corporation By: /s/ Wayne A. Pratt, Chief Financial Officer, Secretary, and Treasurer; AXIENT COMMUNICATIONS, INC., an Arizona corporation By: /s/ Wayne A. Pratt, Chief Financial Officer, Secretary, and Treasurer Published May 19, 26 and June 2, 2000 editions ARIZONA CAPITOL TIMES.

EVULKAN, INC.

APPLICATION FOR AUTHORITY TO TRANSACT BUSINESS IN ARIZONA

The name of the corporation is: eVulkan, Inc., A(n) Delaware Corporation.

We are a foreign corporation applying for authority to transact business in the state of Arizona. We are a foreign corporation currently authorized to transact business in Arizona and must now file this Application for New Authority pursuant to A.R.S. §10-1504 because we have changed the following in our domicile jurisdiction: Our actual corporate name (or the name under which we originally obtained authority in Arizona). The period of our duration. The state, province or country of our incorporation.

1. The exact name of the foreign corporation is: eVulkan, Inc. If the exact name of the foreign corporation is not available for use in this state, then the fictitious name adopted for use by the corporation in Arizona is: (blank) (FN).

2. The name of the state, province or country in which the foreign corporation is incorporated is: Delaware.

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