

IOI-T-08-01

Tariff Schedule of
General Regulations
Applying to the Intrastate Interexchange and Competitive Local Exchange
Telephone Services Provided
Within in the State of Idaho
by
ICS OF IDAHO, LLC

Issued:

Effective:

Issued By:

Keith Southard, President
9400 SW Beaverton-Hillsdale Highway
Suite 205
Beaverton, Oregon 97005

CHECK SHEET

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APPLICATION OF PRICE LIST

This Price List applies to the intrastate interexchange and competitive local exchange telecommunications services and facilities offered within the State of Idaho by **ICS of Idaho, LLC** (hereinafter "The Company"). The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Idaho PUC.

The Company's Interexchange Services are interstate offerings with customers having the option of using the services for intrastate calls. Intrastate interexchange telecommunications services are offered in conjunction with, and as an adjunct to, the Company's interstate interexchange service offerings and may not be obtained without subscribing to the Company's interstate interexchange service.

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

The following symbols shall be used as set out below to describe specific changes made to the original price list.

- (C) Indicates a changed listing, rule, or condition, which may affect rates or charges
- (D) Indicates discontinued material, including a listing, rate, rule or condition
- (I) Indicates an increased rate
- (M) To signify a move in the location of text
- (N) Indicates new material including listing, rate, rule or condition
- (R) Indicates a reduced rate
- (T) Indicates a change in wording of text, but not a change in rate, rule or condition.

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CONTACT INFORMATION

ICS of Idaho, LLC
9400 SW Beaverton-Hillsdale Highway
Suite 205
Beaverton, Oregon 97005
www.intelligentcommunityservices.com
Phone: 866-935-7800
Fax: 503-972-7850
Email: marketing@ICSemail.net

Customer Contact -

For establishment of service, complaints and inquires regarding service and billing, or reporting or inquiring about network outages or service problems.

Customer Service: 866-935-7800

Maintenance: 866-935-7800

Commission Contact -

For complaints, inquiries and matters concerning rates and price lists.

Matters concerning customer service:

Keith Southard, President
9400 SW Beaverton-Hillsdale Hwy, Suite 205
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Phone: 866-935-7800
Fax: 503-972-7850
Email: Keith.Southard@ICSemail.net

Matters concerning tariffs and regulatory affairs:

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1.0 DEFINITIONS

The following words and terms when used in this price list shall have the meaning set out by this section.

ACCESS LINES: Telephone facilities which permit access to and from the Customer's premises and the telephone exchange or serving central office.

ADVANCE PAYMENT: A payment required before the start of service. Advanced payment may consist of any required construction cost, all appropriate non-recurring charges, and an estimate of the first month's recurring charges. Advance Payments will be applied to the first bill rendered by Company following implementation of services.

AGENT: A business representative authorized by the Company to bring about, modify, affect, accept performance of, or terminate contractual obligations between the Company and its applicants or Customers.

APPLICANT: A person who applies for telecommunications service. Includes persons seeking reconnection of service after Company-initiated termination.

APPLICATION: A request made in writing for telephone service.

AUTHORIZED USER: A person, firm or corporation that is authorized by the Company to be connected to the service of the Customer or joint user.

COMPANY: ICS of Idaho, LLC

CUSTOMER or SUBSCRIBER: The person, firm or corporation that orders service and is responsible for the payment of charges for that service and for compliance with the Company's regulations related to that service.

DEMARCATIION POINT: The point of common termination of Company-provided and Customer-provided facilities.

NONLISTED SERVICE: A directory listing service wherein a Customer is not listed in the published directory, but is listed in the directory assistance database.

NONPUBLISHED SERVICE: A directory listing service wherein a Customer is not listed in the published directory or in the directory assistance database.

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1.0 DEFINITIONS (Cont'd)

RECURRING CHARGES: The charges to a Customer for services, facilities and equipment, which recur monthly for the agreed upon duration of the service.

RESIDENTIAL SERVICE: Telephone Service provided to customers when the actual or obvious use is for domestic purposes.

SERVICE COMMENCEMENT DATE: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless the Customer refuses to accept service because it does not conform to the standards set forth in the Service Order or in this price list, in which case the Service Commencement Date is the date on which the Customer accepts service. The Company and the Customer may agree on a substitute Service Commencement Date.

SERVICE ORDER: The written or verbal order for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the obligations of the respective parties as set forth therein and pursuant to this price list; except that the duration of the service is calculated from the Service Commencement Date.

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2.0 REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company undertakes to furnish local exchange communications service pursuant to the terms of this price list.
- 2.1.2 The services offered herein may be used for any lawful purpose. There are no restrictions on sharing or resale of the Company's services. However, the Customer remains liable for all obligations under this price list even if such sharing or resale arrangements exist regardless of the Company's knowledge of these arrangements. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations.
- 2.1.3 The services the Company offers shall not be used for any unlawful purposes or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.1.4 Company services may be connected to the services or facilities of other communications carriers only when authorized by and in accordance with the terms and conditions of any price lists of such other communications carriers.
- 2.1.5 The services of the Company 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 technologies or combination of technologies available. Service is available twenty-four hours a day, seven days a week.

2.2 Shortage of Equipment or Facilities

The furnishing of service under this price list is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services will be provided using a combination of Company-owned and leased facilities.

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2.0 REGULATIONS (Cont'd)**2.3 Selection of Transmission**

The Company selects and/or arranges for the channels and/or service components and underlying network facilities used to provide service. The Company may modify or change the channels, service components and underlying Company facilities or the underlying carrier at any time subject to Part 68 of the FCC's Rules and Regulations and this price list.

2.4 Notification of Service-Affecting Activities

The Company will provide the Customer with reasonable notification of service-affecting activities that may occur during the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service-affecting activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. Notification to the Customer may not be possible with some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage.

2.5 Provision of Equipment and Facilities

2.5.1 The Company shall make a reasonable effort to provide service to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this price list.

2.5.2 The Company shall make a reasonable effort to maintain facilities that it furnishes to the Customer. The Customer shall not, and the Customer shall not permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

2.6 Terms and Conditions

2.6.1 Service is provided on a minimum term basis of at least one month, using 24-hours per day for each day of the month. For purposes of this price list, a month is considered to have thirty days. All calculations of dates set forth in this price list shall be based on calendar days, unless otherwise specified herein.

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2.0 REGULATIONS (Cont'd)**2.6 Terms and Conditions (Cont'd)**

2.6.2 This price list shall be interpreted and governed by the laws of the State of Idaho and the Rules issued by the Idaho Public Utilities Commission.

2.7 Non-routine Installation and Special Construction

2.7.1 Non-Routine Installation. At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply.

2.7.2 Special Construction. Subject to the agreement of the Company, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction may include that construction undertaken:

- (a) where facilities are not presently available;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its service;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quantity greater than that which the Company would normally utilize in the furnishing of its services;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of normal construction.

Special construction will be undertaken at the discretion of the Company consistent with budgetary responsibilities and consideration for the effect on Company's other Customers and contractual responsibilities.

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2.0 REGULATIONS (Cont'd)**2.7 Non-Routine Installation and Special Construction (Cont'd)**

2.7.3 If required by the Company, the Customer shall make an advance payment before services are furnished and such advance payment will be credited to the Customer's initial bill. The Company may require such an advance payment, in addition to a deposit, when additional costs are incurred to perform special or extraordinary construction to provide services required by the customer.

2.8 Ownership of Facilities

Title to all facilities and equipment, and related plans and proposals, provided by the Company in furnishing service remains with the Company, its agents or contractors. Such facilities and equipment, plans and proposals shall be returned to the Company by the Customer whenever requested, within a reasonable period following the request and in as good condition as reasonable wear will permit.

2.9 Rights-of-Way

Provisioning of the Company's services is subject to and contingent upon the Company's ability to obtain and maintain rights-of-way and access to public and private property necessary for installation of the facilities used to provide the Company's services to the Customer's service point as agreed to by the Company.

2.10 Liability**2.10.1 Exculpatory Clause**

THE INCLUDED EXCULPATORY LANGUAGE DOES NOT CONSTITUTE A DETERMINATION BY THE COMMISSION THAT A LIMITATION OF LIABILITY IMPOSED BY THE COMPANY SHOULD BE UPHeld IN A COURT OF LAW. ACCEPTANCE FOR FILING BY THE COMMISSION RECOGNIZES THAT IT IS A COURT'S RESPONSIBILITY TO ADJUDICATE NEGLIGENCE AND CONSEQUENTIAL DAMAGE CLAIMS. IT IS ALSO THE COURT'S RESPONSIBILITY TO DETERMINE THE VALIDITY OF THE EXCULPATORY CLAUSE.

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2.0 REGULATIONS (Cont'd)

2.10 Liability (Cont'd)

2.10.2 Liability of the Company

The liability of the Company for any damages arising out of mistakes, omissions, interruptions, delays, or errors or defects in transmission occurring in the course of furnishing a service and not caused by the negligence of the customer, shall, in no event, exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, or error or defect in transmission occurs.

When the facilities of other companies are used in establishing connections not reached by the Company's facilities, the Company is not liable for any act or omission of the other company or companies.

The Company is not liable for any unavoidable damage to the customer's premises resulting from the attachment of its equipment and associated wiring on such premises, or from the installation or removal thereof.

The Company will make no refund of overpayments by a customer unless the claim for such overpayment together with proper evidence is submitted within three years from the date of the alleged overpayment.

2.11 Indemnification

With respect to any service or facility provided by the Company, the Customer shall indemnify, defend, and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

Any loss, destruction, damage to property of the Company or any third party, or the death or injury to persons, including but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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2.0 REGULATIONS (Cont'd)

2.12 Conflicts Between Price List and Commission Rules

If this Price List contains provisions that deny or restrict a Customer's rights otherwise protected by Commission rules, Commission rules supersede any conflicting tariff or price list provisions that deny or restrict any of those rights, unless otherwise ordered by the Commission, court order, or statute.

2.13 Allowances for Interruptions in Service

A credit allowance will be given for interruptions of service, subject to the provisions of this section.

2.13.1 Credit for Service Interruptions

A credit allowance will be made when an interruption in service occurs. An interruption in service is considered to exist when the local service quality deteriorates to such an extent that the customer cannot make local calls or cannot receive local calls or cannot use the service for voice grade communications because of cross talk, static or other transmission problem.

An interruption period begins when the Customer reports a circuit, service or facility to be interrupted and releases it for testing.

- A. The Company must restore service: within sixteen (16) hours after the report of the outage if the customer notifies the telephone company that the service outage creates an emergency; or within 24 hours after the report of the outage if no emergency exists.
- B. Outages reported between noon on Saturday and 6:00 p.m. on the following Sunday must be restored within forty-eight (48) hours or by 6:00 p.m. on the following Monday, whichever is sooner.
- C. Except as may be otherwise specified in this price list or required by Commission rules, interruptions of twenty-four hours or more are credited to the Customer at the proportionate monthly charge (1/30 of the service monthly recurring charge) involved for each twenty-four hours or additional fraction thereof of interruption. Credit is not allowed for interruptions to service of less than twenty-four hours.

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2.0 REGULATIONS (Cont'd)**2.13 Allowances for Interruptions in Service (Cont'd)****2.13.2 Limitations on Allowances**

No credit allowance will be made for:

- A. interruptions due to the negligence of the Customer, or noncompliance with, or acts of omission regarding the provisions of this price list by the Customer, authorized user or joint user;
- B. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- C. interruptions of service during a period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; or
- D. interruption of service due to circumstances or causes beyond the control of the Company and affecting large groups of customers.

2.14 Obligations of the Customer

- 2.14.1 The Customer shall provide at no charge, as specified by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for the Company's facilities and equipment installed on the Customer's premises
- 2.14.2 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

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2.0 REGULATIONS (Cont'd)**2.14 Obligations of the Customer (Cont'd)**

2.14.3 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

2.15 Prohibited Uses

The Customer shall not use or allow the use of the Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

2.15.1 Abuse

The abuse of Company Services is prohibited. Abuse includes, but is not limited to, the following activities:

- (a) Using service to make calls that might reasonably be expected to frighten, torment, or harass another.
- (b) Using service in such a way that it interferes unreasonably with the use of Company services by others.

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2.0 REGULATIONS (Cont'd)**2.15 Prohibited Uses (Cont'd)****2.15.2 Fraudulent Use**

The fraudulent use or the intended or attempted fraudulent use of service is prohibited and can result in the discontinuance of services as set out by this price list. Fraudulent use consists of using or attempting to use service with the intent to avoid the payment, either in whole or in part, of the price listed charges for the service including but not limited to:

(a) rearranging, tampering with, or making connections not authorized by this price list to any network components used to furnish service; or

(b) using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices.

2.16 Payments and Charges**2.16.1 Customer Obligations**

A. The Customer shall pay outstanding charges in full within twenty (20) days of the invoice date. Monthly recurring charges normally will be invoiced in advance and usage charges, if any, invoiced in arrears, with monthly recurring charges invoiced on or about the first of the month for which the charges apply. Amounts not paid within twenty (20) days after the date of the invoice are considered delinquent.

B. The Customer shall pay all charges for use of the service by any persons whether or not authorized by the Customer, except in those instances where it has been determined that the Customer's present and former employees, agents and authorized users were not responsible for calls billed to the Customer via third party billing and the Company did not verify that the charges for the call would be accepted. The Customer is not responsible for unauthorized use of service to the extent such use is proximately caused by the Company's willful or negligent act.

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2.0 REGULATIONS (Cont'd)**2.16 Payments and Charges (Cont'd)****2.16.2 Disputed Bills**

- A. Any Customer who disputes a portion of a bill rendered for Company services shall pay the undisputed portion of the bill and notify the Company that such unpaid amount is in dispute within thirty (30) days of receipt of the bill. If such notice is not received by the Company within thirty (30) days as indicated above, the Company shall consider the bill statement to be due and payable in full by the Customer. Payment of the amount due by the Customer does not constitute a waiver of the Customer's rights under the provisions of IDAPA 31.41.01.204 to challenge any billing amount due or paid to the Company.
- B. In the event a Customer and the Company cannot resolve a billing dispute to their mutual satisfaction, the Customer may contact the Idaho PUC and proceed in accordance with the Idaho PUC's Rules. The address and telephone numbers for the Idaho PUC are:

Idaho Public Utilities Commission
P.O. Box 83720
Boise Idaho 83720-0074
334-0300 (within the local calling area)
1-800-432-0369 (from outside the local calling area)

2.16.3 Payment Arrangements

- A. When a Customer cannot pay a bill in full, the Company may continue to serve the Customer if the Customer and the Company agree on a reasonable portion of the outstanding bill to be paid immediately, and the manner in which the balance of the outstanding bill will be paid.
- B. In deciding on the reasonableness of a particular agreement, the Company will take into account the Customer's ability to pay, the size of the unpaid balance, the Customer's payment history and length of service, and the amount of time and reasons why the debt is outstanding.

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2.0 REGULATIONS (Cont'd)**2.16 Payments and Charges (Cont'd)****2.16.3 Payment Arrangements (Cont'd)**

- C. Payments are to be applied to the undisputed balance owed by the Customer. A Customer may designate how a payment insufficient to pay the total balance due shall be applied. If applicable, and in the absence of instructions from the Customer, a partial payment shall be allocated first to local exchange services. Such payments shall be applied first to the oldest undisputed balances.
- D. If a Customer fails to make the payment agreed upon by the date that it is due, the Company may, but is not obligated to, enter into a second payment arrangement.
- E. A Customer's failure to pay for undisputed long distance charges billed by the Company may result in loss of 0+, 0- and 1+ dialing access to long distance services until such time as the customer pays the undisputed charges and applicable reconnection charges, if any.
- F. Customer failure to pay undisputed charges for other services may result in discontinuance of those services.

2.16.4 Minimum Period Charge

The minimum period for service is one month. When a service is discontinued prior to the expiration of the minimum period, the minimum period charge will apply. In addition, all nonrecurring charges associated with the provision of the service will be billed.

2.16.5 Late Payment Charge

The Customer may be assessed a Late Payment Charge on any delinquent account balance. The period subject to the Late Payment Charge shall commence on the 31st calendar day after the invoice date, and continue from month to month until the delinquent balance is resolved. The Late Payment Charge shall be assessed monthly, based on the delinquent balance maintained on the account at that time. The Late Payment Charge shall be an amount equal to the outstanding delinquent balance multiplied by the applicable interest rate. The interest rate shall be 18% annually, simple interest (1.5% per month, simple interest).

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2.0 REGULATIONS (Cont'd)**2.6 Payments and Charges (Cont'd)****2.16.5 Late Payment Charge (Cont'd)**

In the event a Customer disputes, in good faith, the validity of any charges appearing on the invoice, as specified in Section 2.16.2 preceding, the amount of these disputed charges will be excluded from the total delinquent balance while the dispute is pending. If the Company sustains the charges after investigating the dispute, the applicable Late Payment Charges shall be deemed correct and binding on the Customer. If, alternately, the Company credits the charges after investigating the dispute, the Late Payment Charges will not apply.

Late Payment Charges do not apply until after the due date of the bill on which the usage charges first appear.

2.17 Taxes, Charges, Fees

In addition to the rates and charges described in this price list, the Customer may be responsible for payment of taxes, charges or fees ordered by the Idaho PUC, the Idaho State Legislature, or local and county governments. When the Company is authorized to collect such taxes, charges or fees from the Customer, these taxes, charges and fees will be itemized separately on the Customer's bill.

2.18 Deposits

The Company will not require advance deposits.

2.19 Refusal or Termination of Services

If the Company intends to deny an available service to an applicant, the Company will provide the applicant with a written explanation of its refusal to serve. The written explanation shall include:

- a) the reasons for denial of the service;
- b) actions the applicant may take in order to receive the denied service; and
- c) a statement that the Customer may file an informal or formal complaint concerning denial of the service with the Company or with the Idaho PUC.

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2.0 REGULATIONS (Cont'd)**2.19 Refusal or Termination of Service (Cont'd)****2.19.1 Grounds for Refusal to Establish Service**

The Company may refuse to establish service if any of the following conditions exist:

- a) the applicant has an outstanding amount due to the Company for similar utility services and the applicant is unwilling to make acceptable arrangements with the Company for payment;
- b) a condition exists that, in the Company's judgment, is unsafe or hazardous to the applicant, the general population, or the Company's personnel, agents or facilities;
- c) the applicant refuses to provide the Company with a deposit after having failed to meet the credit criteria for waiver of deposit requirements;
- d) the applicant is known to be in violation of the Company's price lists filed with the Commission;
- e) the applicant fails to furnish such funds, suitable facilities, and/or rights-of-way which have been specified by the Company as necessary to and a condition for providing service to the applicant; or
- f) the applicant has falsified his/her identity for the purpose of obtaining service.

2.19.2 Grounds for Termination with Written Prior Notice

Except as otherwise specified in this price list or Idaho PUC rules, the Company may, upon reasonable written notice to the Customer, discontinue services for any of the following reasons:

- a) for nonpayment of any undisputed amounts owing to the Company;
- b) for services provided to premises that have been vacated by the Customer;
- c) for tampering with the Company's property;
- d) for violation of rules, service agreements, or filed price lists;

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2.0 REGULATIONS (Cont'd)**2.19 Refusal or Termination of Service (Cont'd)****2.19.2 Grounds for Termination with Written Prior Notice (Cont'd)**

e) for use of Customer equipment which adversely affects the Company's property, facilities, or service to its other Customers, or upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair; or

f) for fraudulent obtaining or use of service, including, but not limited to:

(i) providing false information to carrier the Company regarding the Customer's identity, address, creditworthiness, or current or planned use of common communications;

(ii) using or attempting to use service by rearranging, tampering with, or making connection to the Company's service where not authorized by this price list;

(iii) using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

(iv) any other fraudulent means or device.

2.19.3 Grounds for Termination Without Written Notice to the Customer

The Company may deny or discontinue the furnishing of any and/or all service(s) to a Customer immediately and without prior notice to the Customer and without the Customer's permission for one or more of the following reasons:

- A. **Dangerous Condition.** A condition immediately dangerous or hazardous to the life, physical safety, or property exists, or it is necessary to prevent a violation of federal, state or local safety or health codes.
- B. **Ordered to Terminate Service.** The Company is ordered to terminate service by any court, the Idaho PUC, or any other duly authorized public authority.
- C. **Services Obtained Illegally.** The services(s) was (were) obtained, diverted or used without the authorization or knowledge of the Company.

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2.0 REGULATIONS (Cont'd)**2.19 Refusal or Termination of Service (Cont'd)****2.19.3 Grounds for Termination Without Written Notice to the Customer (Cont'd)**

- D. **Customer Unable to be Contacted.** The Company has tried diligently to provide reasonable notice to the Customer, but has been unsuccessful in its attempt to contact the Customer.
- E. **Misrepresentation of Identity.** The Customer has misrepresented the Customer's identity for purposes of obtaining telephone service and either does not have or has an inadequate security deposit on file with the Company.
- F. **for any governmental prohibition, or required alteration of the services provided, or any violation of any applicable law or regulation, or unlawful use of service or use of service for unlawful purposes, the Company may immediately discontinue or suspend service.**

2.19.4 Notice of Disconnection**A. Seven-Day Notice**

Except as otherwise provided under the provisions of IDAPA 31.41.01.303.04 and 31.41.01.305, the Company will mail to the Customer written notice of termination at least seven (7) calendar days before the proposed date of termination. The written notice will contain the information required by IDAPA 31.41.01.306.

B. Twenty-Four-Hour Notice

At least twenty-four (24) hours before actual termination, the Company will diligently attempt to contact the Customer affected to apprise the Customer of the proposed action and the steps to take to avoid or delay termination. Oral Notice will contain the same information as required by IDAPA 31.41.01.306.

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2.0 REGULATIONS (Cont'd)**2.19 Refusal or Termination of Service (Cont'd)****2.19.4 Notice of Disconnection (Cont'd)****C. Additional Notice**

If the Company does not terminate service within seven (7) days after a proposed termination date, and the matter is not the subject of a pending complaint before the Idaho PUC, or if other arrangements have not been made with the Customer, the Company will again make a diligent effort to contact the Customer to advise the Customer of the proposed action. If the Company has not terminated service within twenty-eight (28) days of mailing a written notice of termination, but still intends to terminate, the Company will again issue a written notice as set out by subsection 2.19.4(A) of this Price List, related to Seven-Day Notice.

2.19.5 Customer Cancellation of Service

If the Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reason, the Customer agrees to pay to the Company all costs, fees, and expenses reasonably incurred in connection with special construction and with the term of service. In addition, the Customer may be liable for termination charges up to a maximum amount equal to the total charges applicable for the remaining term specified in the service order.

2.20 Restoration of Service

2.20.1 A reconnection charge shall be imposed on any Customer whose service has been discontinued pursuant to the provisions of Section 2.19 of this price list. The Company reserves the right to refuse to restore service until all amounts due have been paid.

2.20.2 Should the Customer request that service be restored during a period other than regular working hours, such as evenings or weekends, the Customer may be required to pay an after-hour charge for service reconnection.

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2.0 REGULATIONS (Cont'd)

2.21 Assignment

The Company may, without obtaining any further consent from the Customer, assign any of its rights, privileges or obligations under this price list to any subsidiary, parent, or affiliate of the Company; pursuant to any sale or transfer of substantially all the business of the Company; or pursuant to any financing, merger or reorganization of the Company. The Customer may, upon prior written consent of the Company, which consent shall not be unreasonably withheld, assign its rights, privileges or obligations under this price list to any subsidiary, parent, or affiliate of the Customer; pursuant to any sale or transfer of substantially all the business of the Customer; or pursuant to any financing, merger or reorganization of the Customer.

2.22 Promotions

The Company may provide promotional offerings from time to time. The Company will notify the Idaho PUC ten (10) days in advance of the rates, terms & conditions of any such promotions.

2.23 E911

The Company will provide necessary Customer information to the incumbent local exchange carrier for appropriate routing of E911 calls. The Company's switches, if any, will be equipped with E911 trunks and all E911 traffic will be switched by the Company to the incumbent local exchange carrier for routing.

2.24 Public Notice

The Company shall give public notice of all proposed changes in rates. Public notice must be reasonably designed to call the attention of Customers who are affected by the changes to the proposed changes in rates. Legal advertisements alone will not be considered adequate public notice. Individual notice to all Customers affected will always constitute public notice.

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3.0 LOCAL EXCHANGE SERVICES

3.1 General

Local Exchange Services provide the Customer with connection to the public switched telecommunications network. In addition, Local Exchange Services provide the Customer with a unique telephone number address on the public switched telecommunications network. Each Local Exchange Service enables the Customer to:

- (a) receive calls from other stations on the public switched telecommunications network;
- (b) access other services offered by the Company as set forth in this price list;
- (c) access certain interstate and international calling services provided by the Company;
- (d) access the Company's operators and business offices for service related assistance;
- (e) access emergency services by dialing 0- or 9-1-1; and
- (f) access services provided by other common carriers which maintain traffic exchange arrangements with the Company.

3.1.1 Local Exchange Service Area

The Company offers Local Exchange Service within Qwest and Verizon territories and concurs in their filed exchange areas and exchange maps. Local Exchange Service is available where technically feasible and where facilities permit.

3.1.2 Application of Business and Residential Rates

The determination as to whether telephone service should be classified as Business or Residential is based on the character of the use to be made of the service. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, service is classified as Residential service.

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3.0 LOCAL EXCHANGE SERVICES (Cont'd)

3.2 Service Descriptions

3.2.1 Local Exchange Services

For each of the following service packages, the Customer may accept or decline each of the listed services; however, the package price remains unchanged.

A. **Digital Basic**

Digital Basic includes the following bundle of services:

Basic Local Exchange Service, including unlimited local calling
Redial
Call Waiting
Call Forwarding

B. **Digital Choice**

Digital Choice includes the following bundle of services:

All Digital Basic services plus:

Voicemail
Call Forward Busy Line (Required for Voice Mail)
Call Forward No Answer (Required for Voice Mail)
Message Waiting Indicator (Required for Voice Mail)
3-Way Conference Call
Speed Dial 10
Do Not Disturb and Call Restriction
Pager/Cell Message Notification

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- 3.0 LOCAL EXCHANGE SERVICES (Cont'd)
3.2 Service Descriptions (Cont'd)
3.2.1 Local Exchange Services (Cont'd)

C. Digital Premier - Residential

Digital Premier - Residential includes the following bundle of services:

All Digital Basic and Digital Choice services plus:

two telephone lines
Mobility Ring
Remote Call Forwarding
5-Way Conference Call

D. Digital Premier - Business

Digital Premier - Business includes the following bundle of services:

All Digital Basic and Digital Choice services plus:

Mobility Ring
Remote Call Forwarding
5-Way Conference Call

E. Optional Features.

- 1) Dedicated Fax Line – provides an additional line, without features, for Residential customers.
- 2) Voicemail - includes Call Forward Busy, Call Forward No Answer and Message Waiting Indicator
- 3) Additional Basic Line – an optional service for Business customers that provides an additional line, without features, for voice, fax or modem use.
- 4) Number Services
 - (i) Nonlisted Number Service Description

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3.0 LOCAL EXCHANGE SERVICES (Cont'd)
3.2 Service Descriptions (Cont'd)
3.2.1 Local Exchange Services (Cont'd)

Nonlisted Service: A directory listing service wherein a Customer is not listed in the published directory, but is listed in the directory assistance database.

(ii) Nonpublished Number Service Description

Non-Published Service: A directory listing service wherein a Customer is not listed in the published directory or in the directory assistance database.

(iii) Custom Number Service

This service is applicable for telephone number assignment when the Customer requests a specific telephone number other than those offered by the Company. If the telephone number requested is available, the Company may assign the number to the Customer. The Company will offer up to 3 numbers for customers to choose from at no charge.

If a Customer requests further or more specific number choices and accepts a number offered, the non-recurring and monthly charges specified in this Price List will apply.

3.2.2 Feature Descriptions

Call Waiting – A service that notifies the customer with a tone that a call is waiting. (Callers hear a normal telephone ring). The customer can terminate a call to receive the incoming call, or can place a call on hold and answer the second call. The customer can alternate conversation between two calls.

Call Waiting/Cancel Call Waiting – A service which allows the customer with call waiting to inhibit operation of call waiting for one call.

Speed Dialing, Ten Number – A service which allows a customer to place calls to another telephone number by dialing a one-digit or two-digit code rather than the complete telephone number. The service is offered with a ten-number capacity.

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- 3.0 LOCAL EXCHANGE SERVICES (Cont'd)
3.2 Service Descriptions (Cont'd)
3.2.2 Feature Descriptions (Cont'd)

Three-Way Calling – A service which allows a customer to place a call on hold and call a third party. The customer may add the held call for a three-way conversation.

Five-Way Calling – A service which allows a customer with two telephone lines to place a call on hold on each line and call an additional party on each line. The customer may add the held calls and combine all callers for a five-way conversation. This service is available only with the Digital Premier Package.

Call Forwarding – A service which enables the customer to forward all incoming calls to another telephone number by dialing a code, plus the telephone number to which the calls are to be referred. The service may be deactivated by dialing a code.

Remote Call Forwarding (RCF) – A call forwarding service requiring the assignment of a RCF telephone number from which calls to it are forwarded to the subscriber's designated service.

Do Not Disturb – Allows a customer to select specific telephone numbers (maximum of 12) from which calls are to be received. All other calls are intercepted and routed to a recorded announcement that informs the caller the customer is not accepting calls.

Redial – enables a Customer to automatically redial the last outgoing telephone number.

Mobility Ring - Receive calls to one telephone number on as many as four (4) additional telephone numbers simultaneously. The Customer determines which numbers to use and when to activate them. The first number in the listed group to answer a call gets connected, while the other numbers are released.

Call Forward Busy Line. Forwards an incoming call to another number if a busy condition exists. Used in conjunction with and included with Voicemail services.

Call Forward No Answer. Forwards an incoming call to another number if a no answer condition exists. Used in conjunction with and included with Voicemail services.

Message Waiting Indicator. Alerts a Customer that un-played voice mail messages exist in their voicemail box. A lamp may be illuminated on the Customer's compatible equipment, or a unique dial tone indicator may be used at the Customer's request. Used in conjunction with and included with Voicemail services.

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3.0 LOCAL EXCHANGE SERVICES (Cont'd)**3.3 Rates and Charges – Local Exchange Service****A. Local Exchange Service Packages – Monthly Rates**

	Residential	Business
Digital Basic	\$29.95	\$37.25
Digital Choice	\$39.95	\$47.25
Digital Premier	\$49.95	\$52.25

B. Optional Features – Monthly Rates

	Residential	Business
Dedicated Fax Line	\$18.95	n/a
Voicemail	\$5.95	\$5.95
Basic Line	n/a	\$29.60
Nonlisted Number	\$1.00	\$1.00
Nonpublished Number	\$1.00	\$1.00
Custom Number Service	\$4.95	\$4.95

C. Directory Assistance

The charge per call includes Call Completion, if requested, to the number requested. Call Completion is available to numbers located in the U.S., its territories, and Canada.

Directory Assistance per Call **\$1.25**

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- 3.0 LOCAL EXCHANGE SERVICES (Cont'd)
3.3 Rates and Charges – Local Exchange Services (Cont'd)

D. Installation Charges

Installation charges are those charges associated with work performed by the Company in connection with the provisioning of service for a Customer. The charges herein do not contemplate work being performed by Company employees at a time when overtime wages apply due to the request of Customer, nor do they contemplate work begun being interrupted by a Customer. The charges do not include work related to the installation or repair of Customer-owned equipment or inside wiring. Installation Charges apply to residential and business premises for:

- i) Establishing service;
- ii) Reconnections or re-establishment of service (except for disconnects due to non-payment);
- iii) Moving service from one premise to another.

Installation Charge: **\$89.00** per Service

E. Other Nonrecurring Charges

Custom Number Service	\$19.95 one-time set up fee
PIC Change Charge	\$10.00 each, Interstate and Intrastate
Reconnect Charge for Disconnects Resulting from Non-Payment	\$15.00

3.4 Idaho Telecommunications Service Assistance Program (ITSAP)

ITSAP consists of two programs, Lifeline and Linkup, that were developed to provide discounted rates for telephone service to low income customers, thus promoting universal service. The programs are jointly sponsored (federal and state) telephone assistance programs designed to maximize federal contributions to Idaho's low-income customers.

The programs provide reductions in monthly rates for single line telephone service and/or reductions in one-time costs for installation of telephone service for qualifying

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- 3.0 LOCAL EXCHANGE SERVICES (Cont'd)
3.4 Idaho Telecommunications Service Assistance Program (ITSAP) (Cont'd)

customers. The program is administered by the Department of Health and Welfare in accordance with *Idaho Code*, § 56-901.

- 3.4.1 Eligibility - To be eligible for ITSAP, the participant must:

- (a) Apply through the Department of Health and Welfare,
- (b) Be head of household,
- (c) Have a total gross income at or below 133% of the Office of Management and Budgets (OMB) Poverty guidelines.

- 3.4.2 Residents of Tribal Lands may be eligible for additional federal assistance if the individual participates in one of the following federal assistance programs:

- (a) Bureau of Indian Affairs general assistance;
- (b) Tribally administered Temporary Assistance for Needy Families;
- (c) Head Start (only those meeting its income qualifying standard);
- (d) National School Lunch Program's free lunch program.

Eligibility and qualification determinations will be performed according to the telecommunication provider's federal tariff and/or 47 C.F.R. Part 54. Each eligible participating resident of Tribal Lands must provide to its local service provider a signed document certifying under penalty of perjury that the customer receives benefits from at least one of the programs mentioned.

- 3.4.3 Lifeline Discounts – applied to tariffed monthly recurring rates and charges for qualifying residential customers.

Monthly discount (not to exceed the rate charged for the grade of subscribed residential basic local exchange service) \$3.50

Additional federal discounts may apply:

Tier 1 – Monthly service discount equal to the subscriber line charge \$3.50

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- 3.0 LOCAL EXCHANGE SERVICES (Cont'd)
3.4 Idaho Telecommunications Service Assistance Program (ITSAP) (Cont'd)
3.4.3 Lifeline Discounts (Cont'd)

Tier 2 – Monthly service discount for customers of eligible telecommunications carriers who have received non-federal regulatory approvals \$1.75

Tier 3 – Monthly service discount equal to one half of the amount of any state support up to a maximum of \$1.75

Tier 4 – Eligible residents of Tribal Lands may be eligible for discounts of up to \$25. This discount may not bring the local residential rate to below \$1.00 per month \$25.00

- 3.4.4 Linkup Discounts – applied to installation of new service, including line extensions, construction of facilities, etc., but shall not apply to customer premises facilities or equipment.

A service installation cost reduction of 50%, up to \$30.00.

For an eligible resident of Tribal Lands, an additional reduction of up to \$70 may be applied to cover 100% of the charges between \$60 and \$130 assessed for initiating telephone service. \$70.00

Rules:

- A. Applies to Telecommunication service at the principal residence of the eligible subscriber/head of household.
- B. A household is either an individual living alone or a group of individuals living together in common living quarters and facilities under such domestic arrangements and circumstances as to create a single establishment.
- C. The eligible participant can receive assistance with telephone service installation costs only once at a residential address. However, if the participant moves to a new address, meets the eligibility criteria and is in good standing with the telephone service provider, there is no limit to the number of times the participant may receive assistance with telephone costs.
- D. Nonrecurring charges to change to or from this program because of change in eligibility status will be waived.

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3.0 LOCAL EXCHANGE SERVICES (Cont'd)

3.4 Idaho Telecommunications Service Assistance Program (ITSAP) (Cont'd)

3.4.4 Linkup Discounts (Cont'd)

- E. Lifeline service is not available for foreign exchange service. Only one line per household will qualify for ITSAP discounts.
- F. Customers participating in either of these assistance programs must notify the company of any changes that would affect qualification. Verification of eligibility will be established by the Department of Health and Welfare and will be reviewed annually.
- G. When the customer is no longer eligible, the discount will be discontinued and regular tariff rates and charges will apply.

3.4.6 Recovery

The cost of providing assistance through ITSAP shall be recovered by imposing a monthly surcharge determined by the Public Utilities Commission and assessed on each line used for providing residential and business access. Participating ITSAP customers are exempted from this surcharge. \$.06/line/month.

3.5 Universal Service

A surcharge is assessed on all access lines to contribute towards funding for an Idaho Universal Service Fund. The Surcharge Rate is established by the Commission and will be assessed to each business and residential line.

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4.0 LONG DISTANCE INTEREXCHANGE SERVICE**4.1 General**

- A. Long distance interexchange services are offered only in conjunction with the Company's local service packages.
- B. Use of the Company's Long Distance Interexchange Service is subject to the rules and regulations set forth herein and in Section 2 of this Price List.

4.2 Description of Service

Long distance interexchange service is a telephone service that allows Customers to place calls from the Customer location to locations outside the Customer's local calling area. Customers may also receive calls that originate from other locations worldwide. Services are offered on a month-to-month basis.

4.2.1 Long Distance Plans:

Long Distance Unlimited. A service available to the residential Customers of the Company's local service offerings, which allows the Customer to make unlimited calls within the United States (not including its territories) for a flat-rate monthly charge.

Long Distance Minute-By-Minute. A service available to the residential and business Customer of the Company's local service offerings, which allows the Customer to make calls within the United States (not including its territories) at a fixed per-minute rate.

4.3 Rates and Charges

	Residential	Business
Long Distance Unlimited	\$19.95 per month	n/a
Long Distance Minute-By-Minute	\$5.95 per month, plus \$.05 per minute	\$5.95 per month, plus \$.05 per minute
Long Distance, no plan	\$0.14 per minute	\$0.14 per minute

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