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***2010 November 3 PM 3:42***
***IDAHO PUBLIC***
***UTILITIES COMMISSION***

*Via Electronic Delivery*

November 3, 2010

Ms. Jean Jewel
Commission Secretary
Idaho Public Utilities Commission
472 West Washington Street
Boise, Idaho 83702

RE: Liberty-Bell Telecom, LLC's Application for Certification in Idaho, LBT-T-10-01

Dear Ms. Jewell:

Pursuant to Ms. Hall's additional requests for proposed initial tariff amendment, attached for submission to the Idaho Public Utilities Commission is an amended electronic copy of the Liberty-Bell Telecom, LLC's proposed Tariff. The requested amendments appear at Sheet Nos. 46 and 74.

Thank you for your attention to this matter. Questions may be directed to the undersigned.

Sincerely,

MILLER ISAR, INC.

Andrew O. Isar

Attachments

Regulatory Consultants to
Liberty-Bell Telecom, LLC

# IDAHO TELECOMMUNICATIONS TARIFF

Regulations and Schedule of Charges Applying to
Competitive Local Exchange
And Interexchange
Telecommunications Services
in the State of Idaho

## Liberty-Bell Telecom, LLC

2460 West 26th Avenue
Suite #380-C
Denver, CO 80211

Tariff ("Tariff") contains descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed local exchange and interexchange telecommunications Services provided by Liberty-Bell Telecom, LLC ("Liberty-Bell" or "Company") within the State of Idaho. This Tariff is on file with the Idaho Public Service Commission ("Commission"), 800.377.3539. This Tariff may also be inspected during normal business hours at Liberty-Bell Telecom, LLC's principal place of business at 2460 West 26th Avenue, Suite #380-C, Denver, CO 80211.



**Idaho Public Utilities Commission**
**Office of the Secretary**
**ACCEPTED FOR FILING**
**December 29, 2010**
**Boise, Idaho**

## CHECK SHEET

Sheets 1 through 74 of this Tariff are effective as of the date shown at the bottom of the respective Sheet(s). Revised Sheets as named below contain all changes from the original filing that are in effect on the date listed.

| Sheet No. | Sheet Version | Sheet No. | Sheet Version | Sheet No. | Sheet Version |
|---|---|---|---|---|---|
| 1 | Original | 35 | Original | 69 | Original |
| 2 | Original | 36 | Original | 70 | Original |
| 3 | Original | 37 | Original | 71 | Original |
| 4 | Original | 38 | Original | 72 | Original |
| 5 | Original | 39 | Original | 73 | Original |
| 6 | Original | 40 | Original | 74 | Original |
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| 11 | Original | 45 | Original | | |
| 12 | Original | 46 | Original | | |
| 13 | Original | 47 | Original | | |
| 14 | Original | 48 | Original | | |
| 15 | Original | 49 | Original | | |
| 16 | Original | 50 | Original | | |
| 17 | Original | 51 | Original | | |
| 18 | Original | 52 | Original | | |
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| 23 | Original | 57 | Original | | |
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Issued By: Jay Weber
Executive Vice President
Liberty-Bell Telecom, LLC
2460 West 26th Avenue, Suite #380-C
Denver, CO 80211

**Idaho Public Utilities Commission**
**Office of the Secretary**
**ACCEPTED FOR FILING**
**December 29, 2010**
**Boise, Idaho**

## CONCURRING CARRIERS

None

## CONNECTING CARRIERS

None

## OTHER PARTICIPATING CARRIERS

None

## EXPLANATION OF SYMBOLS

**(C)** Change in the offering

**(D)** To signify a discontinued regulation.

**(I)** To signify increased rate.

**(M)** To signify material relocated from or to another Tariff location.

**(N)** To signify a new rate or regulation.

**(R)** To signify a reduced rate.

**(T)** To signify a change in text only.

## TARIFF FORMAT

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

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

**C.** **Paragraph Numbering Sequence** – There are five levels of paragraph coding. Each level of code is subservient to its next higher level:

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.

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

## APPLICATION OF TARIFF

**A.** This Tariff schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of competing local exchange Services offered by Company to Customers in the State of Idaho, subject to availability.

**B.** Company has been granted Commission authority to provide Local Exchange Service in the areas served by Qwest Corporation, as set forth in Section 5 of Qwest Corporation's Exchange and Network Services Catalog, which Company adopts as its own, and interexchange service Statewide.

**C.** The rates and regulations contained in this Tariff apply only to the intrastate telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the Services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Company. This Tariff does not cover any information service or other unregulated service offered by Company.

**D.** Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

**E.** The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.

**F.** This Tariff is governed and interpreted according to the Laws of Idaho.

G. **The included tariff 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.**

## SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Certain terms used generally throughout this Tariff are defined in this section. Other terms having reference only to a specific Service offered by Company may be defined in the sections applicable to that Service.

**Access Line:** A circuit providing Exchange Service between a Customer's standard network interface and a serving switching center.

**Applicant:** The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which has applied to Company for Services provided as set forth in this Tariff.

**Authorized User:** A person, firm, corporation or other entity that either is authorized by the Customer to use Service or is placed in a position by the Customer, either through acts or omissions, to use Service. Also see "End-User."

**Basic Local Exchange Service:** Service that includes the following:

* Single-party Service;
* Voice grade access to the public switched network;
* Support for local use;
* Dual tone multifrequency signaling (touch-tone);
* Access to emergency Services (911);
* Access to operator Services;
* Access to Interexchange Services;
* Access to directory assistance; and
* Toll limitation Services.

**Called Station:** The terminating point of a call (i.e., the called number).

**Carrier:** An entity certified by the Commission to provide telecommunications Services within the State of Idaho.

**Central Office:** A switching unit, in one location of a telecommunications system providing Service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines.

**Channel:** A communications path between two or more points of termination.

## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

**Commission:** The Idaho Public Utilities Commission

**Company:** Liberty-Bell Telecom, LLC ("Liberty Bell" or "Company"), the issuer of this Tariff.

**Customer:** The person, firm, corporation or other entity which orders or uses the Company's services offered in this tariff and which is responsible for payment of charges in compliance with the regulations in this tariff, except any person, firm, corporation or other entity to whom the Company does not specifically solicit for the use of the Company's services offered in this Tariff or who does not affirmatively consent to the use of the Company's services offered in this Tariff.

**Customer Premises:** A location designated by the Customer for the purposes of connecting to Company's Services.

**Directory Listing:** The publication in alphabetical directory published by an incumbent local exchange carrier ("ILEC") of information relative to a subscriber's telephone number, by which telephone Authorized Users are enabled to ascertain the telephone number of a desired individual or business.

**Disconnect or Disconnection:** The termination of a circuit connection between the Originating Station and the Called Station or Company's operator.

**End User:** Any person, firm, corporation, partnership or other entity that uses the Services of Company under the provisions and regulations of this Tariff. The End User is responsible for payment unless the charges for the Services utilized are accepted and paid by another Customer. Also see "Authorized User."

**Exchange:** A basic unit for the administration of communication Services in a specified area, called the Exchange Area. It usually consists of one or more Central Offices together with the associated plant used in furnishing communication Service in that area.

**Facility or Facilities:** Includes, in the aggregate or otherwise, but is not limited to, the following: Channels, Lines, Apparatus, Devices, Equipment, Accessories, Communications paths and Systems, which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

**Force Majeure:** Causes beyond Company's control, including but not limited to: acts of God, fire, flood explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Company, or of any department, agency, commission, bureau, corporation related thereto.

**Holidays:** Any day which is a legally observed federal government holiday.

**Installation Charges:** Charges, which are assessed on a non-recurring basis at the establishment of a Service.

**Interexchange:** Telephone calls, Traffic, Facilities or other items that originate in one Exchange and terminate in another.

**InterLATA:** A term used to describe Services, functions, etc., that relate to telecommunications originating in one LATA and terminating outside of the originating LATA.

**IntraLATA:** A term used to describe Services, revenues, functions, etc., that relate to the telecommunications that originate and terminate within the same LATA.

**Joint User:** An individual, partnership, association or corporation sharing a Customer's Exchange Service according to the provisions of this Tariff for such shared use.

**LATA (Local Access and Transport Area):** A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192 or any other geographical area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4 or its successor Tariffs.

**Local Calling Area:** One or more rate centers within which a Customer can place calls without incurring long-distance (toll) charges.

**Local Exchange Carrier ("LEC"):** A company that furnishes Local Exchange telecommunications Service.

**Local Exchange Service:** The furnishing of telecommunications Service to individual and Business Customers within a specified geographical area for Basic Local Exchange Service.

**Local Exchange Service Area:** The area within which a Customer may make calls without payment of message toll charges. A Local Exchange Service Area may include one or more Exchange Areas of Company or of other telephone companies.

**SECTION 1 - DEFINITIONS AND ABBREVIATIONS,** Continued

**Premises:** The building, or portion or portions of a building or structure, occupied at one time by a Customer either as a residence or for business use.

**Service(s):** The intrastate telecommunications Service(s) that Company offers as set forth in this Tariff.

**Station:** Telephone equipment from or to which calls are placed.

**Telecommunications Relay Service (TRS):** Enables the Deaf, hard-of-hearing, or speech-impaired who use a text telephone or similar devices, and non-impaired callers to freely communicate with each other.

**Trunk:** A communications path connecting two switching systems in a network used in the establishment of an end-to-end connection.

## SECTION 2 - RULES AND REGULATIONS

### 2.1. UNDERTAKING OF COMPANY

#### 2.1.1. Scope

A. Company undertakes to furnish competitive Local Exchange communications Services within the State of Idaho pursuant to the rates, terms and conditions set forth in this Tariff.

B. Customers and Authorized Users may use Services and Facilities provided under this Tariff to obtain access to Services offered by other service providers. Company is responsible under this Tariff only for the Services and Facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to Company network in order to originate or terminate its own services, or to communicate with its own customers.

C. Company offers Services to Customers for the transmission and reception of voice, data, and other types of communications.

D. Company does not transmit messages pursuant to this Tariff, but its Services may be used for that purpose.

E. Company's Services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week, and three-hundred and sixty-five (365) days per year.

F. Company may, at Company's sole discretion, elect to employ third parties to perform any of its obligations under this Tariff.

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.1. UNDERTAKING OF COMPANY**, Continued

**2.1.2. Shortage of Equipment or Facilities**

A. Company reserves the right to limit or to allocate the use of existing Facilities, or of additional Facilities offered by Company, when necessary because of lack of Facilities, or due to some other causes beyond Company's control.

B. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary Facilities and is limited to the capacity of Company's Facilities as well as Facilities Company may obtain from other Carriers to furnish Service from time to time as required at the sole discretion of Company.

C. Notwithstanding anything else in this Section, the quality of Service will meet or exceed the minimum standards set forth in Commission regulations as amended from time to time.

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.1. UNDERTAKING OF COMPANY**, Continued

**2.1.3. Terms and Conditions**

A. Service is provided on the basis of a minimum period of at least one month, twenty-four (24) hours per day. For the purpose of computing charges in this Tariff, a month is considered to have thirty (30) calendar days.

B. Customers may be required to enter into written Service orders, which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in this Tariff; further, Customers will also be required to execute any other documents as may be reasonably requested by Company.

C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, Service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon thirty (30) calendar days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service order and this Tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Service order, shall survive such termination.

D. No other telecommunications provider may interfere with the right of any person or entity to obtain Service directly from Company. Customers who have service with another carrier under contract may incur early termination fees to subscribe to Company's Services.

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.1. UNDERTAKING OF COMPANY**, Continued

**2.1.4. Liability of Company**

Because the Customer has exclusive control of its communications over the Services furnished by Company, and because interruptions and errors incident to these Services may be unavoidable, the Services are subject to the terms, conditions, and limitations specified in this Tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and Facilities furnished under this Tariff.

A. Liability for Service Disruption - The liability of Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by act or omission, shall be limited to the proportionate charge (based on the rates then in effect) for the Service during the period of time in which the Service is affected. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of Company. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment, or Facilities, or the acts or omissions or negligence of Company's employees or agents.

B. Indemnification - Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:

1. Circumstances Beyond Company's Control - Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the Unites States government or of any other government, including state and local governments having or claiming jurisdiction over Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military Commission; preemption of existing Service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties when it does not involve Company's employees.

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.1. UNDERTAKING OF COMPANY**, Continued

**2.1.4. Liability of Company**, Continued

B. Indemnification, Continued

2. Acts of Other Entities - Company shall not be liable for: (a) any act or omission of any entity furnishing Company or Company's Customers facilities or equipment used for or with the Services Company offers, or (b) for the acts or omissions of other Carriers.

3. Acts of the Customer - Company shall not be liable for any damages or losses due to the fault of negligence of the Customer, its employees, agents, or suppliers, or due to the failure of malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer Premises Equipment ("CPE") purchased or leased from Company by the Customer.

4. Damage to Customer's Premises - Company shall not be liable for any defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of Company's agents or employees.

5. Liability for Acts of Other Carriers or Companies - Company shall not be liable for any act or omission of any other companies supplying a portion of the Service, or for damages associated with Service, Channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company Services.

6. Liability for Transmission Errors - Company shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the Service of Company, (1) caused by Customer-provided equipment or (2) not prevented by Customer-provided equipment but which would have been prevented had Company - provided equipment been used.

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.1. UNDERTAKING OF COMPANY**, Continued

**2.1.4. Liability of Company**, Continued

B. Indemnification, Continued

7. Disconnection of Service - Company shall not be liable for the Disconnection of Service, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such Disconnection of Service complied with the applicable rules and regulations; or

8. Violations - Company shall not be liable for violations of the obligations of the Customer under this Tariff; or

9. Interruption - Company shall not be liable for the interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service; or

10. Loss, Destruction or Damage - Company shall not be liable for any loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or unintentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees; or

11. Unlawful Acts - Company shall not be liable for unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment; or

12. Disclosure - Company shall not be liable for misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as Company has complied with any applicable rules and regulation related thereto; or

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.1. UNDERTAKING OF COMPANY**, Continued

**2.1.4. Liability of Company**, Continued

B. Indemnification, Continued

13. Fees - Company shall not be liable for fees Company delivered to a jurisdiction in question and not returned to Company; or

14. Caller ID Blocking - Company shall not be liable for any failures, errors malfunctions or omissions of Caller ID Blocking whether arising from or relating to any ordinary negligence of Company; or,

15. Unauthorized Use - Company shall not be liable for any unauthorized use of the Service provided to Customer.

C. Limitations of Damages and of Period for Bringing Claims - The entire liability of Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against Company shall be commenced more than one (1) year after the Service related to the claim is rendered. Claims applicable to overbilling against Company shall be commenced no more than two (2) years after the Service related to the claim is rendered pursuant to Section 415, U.S. Code, 47 U.S.C. §415.

## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.1. UNDERTAKING OF COMPANY, Continued

### 2.1.4. Liability of Company, Continued

D. Service Installation and Operation - Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold 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, harm, or death of, any person or persons, or 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, locations or use of Service furnished by Company at such locations. Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.

E. Notice of Temporary Disconnection - Company will, where practicable, notify the Customer that temporary discontinuance of the use of a Service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair Company's right to discontinue forthwith the use of a Service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to temporary discontinuance.

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.1. UNDERTAKING OF COMPANY**, Continued

**2.1.4. Liability of Company**, Continued

F. Connection to Company's Network - Company shall not be liable for the Customer's failure to fulfill its obligations 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 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 the Customer's or the Customer's agent's equipment and/or system is properly interfaced with Company's Service, that the signals emitted into Company's network are of the proper mode, band-width, power data speed, and signal level for the intended use of the Customer and that the signals do not damage Company equipment, injure its personnel or degrade Service to other Customers. 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 Company equipment, personnel,

G. EXPRESS AND IMPLIED WARRANTIES - COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.1. UNDERTAKING OF COMPANY**, Continued

**2.1.4. Liability of Company**, Continued

H. Errors in Billing - The liability of Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

I. Provision of Service - Company will not be liable for any refusals or failures to provide Service or delays in commencing Service to any Customer or for any failure to provide or maintain Service at any particular performance level.

J. Emergency 911 Service

With respect to emergency 911 Service:

1. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person 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 by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this Service.

2. Neither is Company responsible for any infringement nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 Service features and the equipment associated therewith, or by any Services furnished by Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 Service, and which arise out of the negligence or other wrongful act of Company, the Customer, its Authorized Users, agencies or municipalities, or the employees or agents of any one of them.

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.1. UNDERTAKING OF COMPANY**, Continued

**2.1.4. Liability of Company**, Continued

K. Directory Listings - Company has no liability for damages arising from errors, mistakes in or omissions of Directory Listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.

1. Cost and Time - Company's liability arising from errors or omissions in Directory Listings shall be limited to the actual cost to the Customer for the Directory Listing during a given period of time. There is no liability to Company and there will be no recovery by a Customer for loss of business to a Customer for errors or omissions in Directory Listings.

2. Private and Semi-Private Listings - In conjunction with private and semi-private listing Services, Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number. Company will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.

3. Non-Published Listings and Emergency Calls - When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental Commission responsible for the Emergency 911 Service upon request of such government Commission. By subscribing to Service under this Tariff, the Customer acknowledges and agrees with the release of information under the provisions as described above.

L. 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 THIS EXCULPATORY CLAUSE.

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.1. UNDERTAKING OF COMPANY**, Continued

**2.1.5. Service-Affecting Activities**

Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or Facilities additions, removals or rearrangements and routine preventative maintenance.

**2.1.6. Provision of Equipment and Facilities**

A. Company shall use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.

B. Company shall use reasonable efforts to maintain only the Facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, Disconnect, remove, and attempt to repair, or otherwise interfere with any of the Facilities or equipment installed by Company, except upon the written consent of Company.

C. Company may substitute, change any equipment or Facility at reasonable times, but shall not thereby alter the technical parameters of the Service provided the Customer.

D. Equipment Company provides or installs at the Customer Premises for use in connection with the Services Company offers shall not be used for any purpose other than that for which it was provided by Company.

E. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by Company's agents or employees to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or Facilities provided by any party other than Company, including but not limited to the Customer.

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.1. UNDERTAKING OF COMPANY**, Continued

**2.1.6. Provision of Equipment and Facilities**, Continued

F. Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the Facilities furnished pursuant to this Tariff, the responsibility of Company shall be limited to the furnishing of Facilities offered under this Tariff and to the maintenance and operation of such Facilities. Subject to this responsibility, Company shall not be responsible for:

1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or

2. The reception of signals by Customer-provided equipment.

**2.1.7. Non-Routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside 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 Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, Holidays, and/or night hours, additional charges may apply.

**2.1.8. Special Construction**

Subject to the agreement of Company and to all of the regulations contained in this Tariff, special construction of Facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

A. where Facilities are not presently available, and there is no other requirement for the Facilities so constructed;

B. of a type other than that which Company would normally utilize in the furnishing of its Services;

C. over a route other than that which Company would normally utilize in the furnishing of its Services;

D. in a quantity greater than that which Company would normally construct;



**Idaho Public Utilities Commission**
**Office of the Secretary**
**ACCEPTED FOR FILING**
**December 29, 2010**
**Boise, Idaho**

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.1. UNDERTAKING OF COMPANY**, Continued

**2.1.8. Special Construction**, Continued

E. on an expedited basis;

F. on a temporary basis until permanent Facilities are available;

G. involving abnormal costs; or

H. in advance of its normal construction.

**2.1.9. Ownership of Facilities**

Title to all Facilities in accordance with this Tariff remains in Company, its agents, wholesale partners or contractors.

**SECTION 2 - RULES AND REGULATIONS**, Continued

## 2.2. PROHIBITED USES

### 2.2.1. No Unlawful Purpose

The Services Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

### 2.2.2. Compliance Letter Required

Company may require Applicants for Service who intend to use Company's offerings for resale and/or for shared use to file a letter with Company confirming that their use of Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

### 2.2.3. No Interference

Service may not be used in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

### 2.2.4. Assignment Provisions

A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of Company. Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to Company for regulated communications Services. Such a transfer will be treated as a Disconnection of existing Service and installation of new Service, and non-recurring Installation Charges as stated in this Tariff will apply.

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.2. PROHIBITED USES**, Continued

**2.2.5. Company -Provided Equipment**

Equipment Company provides or installs at the Customer's Premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, Disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.

**2.2.6. Service Used for Compensation**

Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common Carrier. This provision does not prohibit an arrangement between the Customer and Authorized User to share the cost of Service.

**2.2.7. Service Used to Annoy or Harass**

Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.

**2.2.8. Service Used for Impersonation or Lewd or Obscene Purposes**

Service shall not be used to impersonate another person with fraudulent or malicious intent. Service shall not be used to make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material, which is obscene, lewd, lascivious, filthy, or indecent, regardless of the format or avenue of transmitting the indecent or obscene material (e.g., 900 or 999 service).

**2.2.9. Service Used Without Payment**

The use of Company's Services either without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.2. PROHIBITED USES**, Continued

**2.2.10. Rights and Titles Remain with Company**

Except as provided by law, Commission regulations or the Federal Communications Commission's regulations, the Customer obtains no property right or interest in the use of any specific type of Facility, Service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with Company.

**2.2.11. Use of Resold Services from Other Providers**

Customer's use of any resold service obtained from other service providers is also subject to any applicable restrictions in the underlying provider's "service agreements" including, but not limited to, price lists, tariffs, and/or individual customer agreements.

**2.2.12. Use for Solicitation by Recorded Messages**

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequited or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited in accordance with state and federal laws.

**SECTION 2 - RULES AND REGULATIONS**, Continued

## 2.3. OBLIGATIONS OF THE CUSTOMER

### 2.3.1. Payment of Bills and Charges

A. The Customer shall be responsible for the payment of all applicable charges for Services rendered pursuant to this Tariff and/or contract;

B. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with Company. Company has no responsibility with respect to billing, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by Company.

C. A charge of $20.00 will be assessed for checks with insufficient funds or non-existing accounts, unless waived by Company for good cause shown.

D. If the Customer chooses to place information services provider ("ISP") calls or receives calls via a non-Company affiliated carrier, the Customer will be liable for all charges related to such calls; including without limitation, charges billed to Company or Customer by ISP or other carriers, and any applicable rebilling charge and charges for any service provided by Company or its affiliates.

### 2.3.2. Unauthorized Use

The Customer is responsible for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over Company's network without the authorization of the Customer.

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.3. OBLIGATIONS OF THE CUSTOMER,** Continued

**2.3.3. Compliance with Regulations**

The Customer is responsible for compliance with applicable regulations set forth in this Tariff.

**2.3.4. Compliance with Law**

The Customer shall be responsible for complying with all laws and regulations applicable to use of services provided under this tariff and any Services contract between Customer and Company.

**2.3.5. Identification**

The Customer is responsible for verifying the name(s) of the Authorized Users allowed to request and use the Customer's Service, upon Company request, and for establishing identity as often as is necessary during the course of a call to Company or when seeking credits from Company.

**2.3.6. Relationship**

A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and Company is anything other than one of customer and supplier, respectively. Nothing in this Tariff gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of Company. Nothing in this Tariff constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.3. OBLIGATIONS OF THE CUSTOMER,** Continued

**2.3.7. Claims** – With respect to any Service or Facility provided by Company, the Customer shall indemnify, defend and hold harmless Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

A. Any loss, destruction or damage to the property of Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, 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

B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, from (1) combining Company -provided Services and equipment with any facilities, Services, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which Company furnished in a manner Company did not contemplate and over which Company exercises no control; or

C. Any claim for breach in the privacy or security of communications transmitted over Company's Services; or

D. Any and all other claims arising out of any act or omission of the Customer or others, in connection with any Service provided by Company pursuant to this Tariff.

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.3. OBLIGATIONS OF THE CUSTOMER**, Continued

**2.3.8. Company -Provided Equipment and Facilities**

A. Damage to Company Facilities or Equipment - The Customer shall be responsible for reimbursing Company for damage to, or loss of, Company's Facilities or equipment caused by the acts or omissions of the Customer; or the failure of the Customer to comply with these regulations; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of the employees or agents of Company, beyond the scope of their employment or agency. Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall have no claim to Company's right of recovery of damages to the extent of such payment made.

B. Return of Equipment - Customer will return to Company within five (5) business days of termination of Service all Company -provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by Company. Upon demand, Customer will reimburse Company for any costs incurred by Company due to Customer's failure to comply with this Section.

**2.3.9. Resources and Rights of Way**

A. The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for Company employees or agents of Company to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing Company's obligations under this Tariff.

B. The Customer shall be responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Subsection (A) above. Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service.

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.3. OBLIGATIONS OF THE CUSTOMER**, Continued

**2.3.9. Resources and Rights of Way**, Continued

C. The Customer shall be responsible for making Company Facilities and equipment available periodically for maintenance purposes at a time agreeable to both Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes.

**2.3.10. Working Conditions**

A. The Customer shall be responsible for providing, at no charge to Company and as specified from time to time by Company, any needed personnel, equipment, space and power to operate Company Facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises.

B. The Customer shall be responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining Company's Facilities and equipment. The Customer may be required to install and maintain Company Facilities and equipment within a hazardous area if, in Company's opinion, injury or damage to Company's employees or property might result from installation or maintenance by Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.

**2.3.11. Liens or Encumbrances**

The Customer shall be responsible for not creating or allowing to be placed or maintained any liens or other encumbrances on Company's equipment or Facilities or Customer-Premises equipment leased by the Customer from Company.

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.3. OBLIGATIONS OF THE CUSTOMER,** Continued

**2.3.12. Station Equipment**

A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under the FCC's rules and all wiring must be installed and maintained in compliance with those regulations.

B. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for Service interruptions as set forth in Section 2.6 following is not applicable.

C. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and Facilities is compatible with such equipment and Facilities. The magnitude and character of the voltages and currents impressed on Company -provided equipment and wiring shall be such as not to cause damage to Company -provided equipment and wiring or injury to Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by Company at the Customer's expense.

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.3. OBLIGATIONS OF THE CUSTOMER**, Continued

**2.3.13. Interconnection of Facilities** - Any special interface equipment necessary to achieve compatibility between the Facilities and equipment of Company used for furnishing Local Exchange Service and the Channels, facilities, or equipment of others may be provided at the Customer's expense. Company's Services (as detailed in Section 3 of this Tariff) 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 the Tariffs of the other communications Carriers that are applicable to such connections. Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

**2.3.14. Inspections** - Upon reasonable notification to the Customer, and at a reasonable time, Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company -owned Facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections. If the protective requirements for Customer-provided equipment are not being complied with, Company may take such action as it deems necessary to protect its Facilities, equipment and personnel. Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) business days of receiving this notice the Customer must take this corrective action and notify Company of the action taken. If the Customer fails to do this, Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect it s Facilities, equipment and personnel from harm. Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer equipment must meet.

**SECTION 2 - RULES AND REGULATIONS**, Continued

## 2.4. CUSTOMER EQUIPMENT AND CHANNELS

### 2.4.1. General

An Authorized User may transmit or receive information or signals via the Facilities of Company. Company's Services are designed primarily for the transmission of voice-grade or data telephonic signals, except as otherwise stated in this Tariff. An Authorized User may transmit any form of signal that is compatible with Company's equipment, but Company does not guarantee that its Services will be suitable for purposes other than voice-grade telephonic and data communication except as specifically stated in this Tariff.

**SECTION 2 - RULES AND REGULATIONS**, Continued

## 2.5. PAYMENT ARRANGEMENTS

### 2.5.1. Establishment of Service

A. Application for Service

1. An Applicant for Service may be required by Company in its sole discretion to sign an application form requesting Company to furnish Facilities or Service in accordance with the rates, charges, rules and regulations as set forth in this Tariff. This application for Service, where required by Company, together with the provisions of this Tariff, establishes the Contract between Company and the Customer, which may not be assigned or transferred in any manner, without the written consent of Company.

2. If Customer's Service has been terminated or suspended and the Customer wishes to reestablish Service, payment of all unpaid, pending and undisputed charges, as well as a Deposit and or Advance Payment for all connection charges, may be required prior to re-establishing Service, pursuant to rules of the Commission and state laws, if any.

3. Company may refuse to establish Service if any of the following conditions exist:

   (a) The Applicant has an outstanding amount due for similar Services and is unwilling to make acceptable arrangements with Company for payment; or

   (b) A condition exists which in Company s judgment is unsafe or hazardous to the Applicant, the general population, or Company's personnel or facilities; or

   (c) The Applicant is known to be in violation of Company's Tariffs filed with the Commission; or

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.5. PAYMENT ARRANGEMENTS**, Continued

**2.5.1. Establishment of Service**, Continued

A. Application for Service, Continued

3. Company may refuse to establish, Continued

(d) Failure of the Applicant to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the Applicant and which have been specified by Company as a condition for providing Service; or

(e) Applicant falsifies his or her or its identity for the purpose of obtaining Service; or

(f) Company may refuse to provide Service at an address where Service has been discontinued for non-payment of bills for any Service subject to this Tariff if it is determined that the non-payment Customer or real users of the Service still reside at the address; or

(g) The Service requested is not expressly offered under this Tariff.

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.5. PAYMENT ARRANGEMENTS**, Continued

**2.5.1. Establishment of Service**, Continued

B. Establishment of Credit

1. Request for Service under this Tariff will authorize Company to conduct a credit search on the Customer. Company may refuse Service on the basis of credit history and may refuse further Service due to late payment or nonpayment by the Customer.

2. In order to assure the proper payment of all Customer-incurred charges for Service, Company will require Applicants for Service and Customers to establish and maintain acceptable credit.

3. The establishment or re-establishment of credit by an Applicant or Customer will not relieve the Applicant or Customer from compliance with other responsibilities, including the payment of advance payments or bills, and in no way modifies the provisions concerning disconnection and termination of Service for failure to pay Customer-incurred charges for Service rendered by Company.

4. Company may refuse to furnish Service to an Applicant that has not paid charges for Service of the same classification previously furnished by Company until, at the option of Company, and/or the Applicant pays any past due bill.

5. If the verification of credit results in unsatisfactory credit information, the Applicant will be informed of the reason or reasons for denial of credit, after which Company may refuse to provide or continue Service pursuant to applicable Commission regulations or State law.

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.5. PAYMENT ARRANGEMENTS**, Continued

**2.5.1. Establishment of Service**, Continued

B. Establishment of Credit, Continued

6. An existing Customer may be required to reestablish prepayment when any of the following conditions occur:

   (a) During the first twelve (12) months that a Customer receives Service, the Customer pays late three (3) times or has Service disconnected by Company for nonpayment two (2) times; or

   (b) After the first twelve (12) months that the Customer has received Service, the Customer has had Service disconnected two (2) times by Company or Company provides evidence that the Customer used a device or scheme to obtain Service without payment; or

   (c) After the first twelve (12) months that a Customer has received Service, the Customer pays late at least three (3) times during any twelve (12) month period; or

   (d) At any time during the term of the agreement the customers exceeds the established credit limit.

7. Payment by a Customer of past-due bills will not, of itself, relieve the Customer from the obligation of establishing credit.

8. A Customer may be required to reestablish credit when the nature of Service furnished or the basis on which credit was established has significantly changed.

9. If a Customer fails to reestablish credit as required by Company, Service may be disconnected pursuant to Commission rule(s) and state laws, if applicable.

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.5. PAYMENT ARRANGEMENTS**, Continued

**2.5.2. Payment for Service**

A. Facilities and Service Charges - The Customer is responsible for the payment of all charges for Facilities and Services furnished by Company to the Customer and to all Authorized Users authorized by the Customer, regardless of whether those Services are used by the Customer itself or are resold to or shared with other persons.

B. Taxes - The Customer is responsible for payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges imposed on or based upon the provision, sale or use of Company's Services.

C. Changes in Service Requested - If the Customer makes or requests material changes in circuit engineering, equipment specifications, Service parameters, Premises locations, or otherwise materially modifies any provision of the application for Service, the Customer's installation fee shall be adjusted accordingly.

D. Return Check Charge - Checks presented in payment for Services and subsequently returned to Company by the Customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a nonrecurring charge per Customer, per check in accordance with Section 2.3.1.C. of this Tariff.

**2.5.3. Billing and Collection of Charges**

A. Recurring charges are billed monthly. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No local usage charges will apply to calls received by the Customer.

B. Billing is payable upon receipt and past due thirty (30) calendar days following the billing date. Bills not paid within thirty (30) days after the date of posting are subject to a 1.5% late payment charge for the unpaid balance. Where any undercharge in billing of a Customer is the result of a Company mistake, Company will backbill Customer for applicable charges up to six (36) months.

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.5. PAYMENT ARRANGEMENTS**, Continued

**2.5.4. Advanced Payments**

Company does not accept advanced payments.

**2.5.5. Deposits**

Company does not accept deposits.

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.5. PAYMENT ARRANGEMENTS**, Continued

**2.5.6. Disputed Bills**

The Customer is responsible for notifying Company in writing, within twenty-one (21) calendar days of the date of mailing of the bill, of any charges in dispute and the specific basis of such dispute by the date on the invoice.

In case of a billing dispute between Customer and Company as to the correct amount of a bill which cannot be adjusted with mutual satisfaction. Customer may enter the following arrangement if confirmed by Company:

A. Customer requests and Company will comply with the request for an investigation and review of the disputed amount.

B. The Customer pays the undisputed portion of the bill by the invoice Due Date shown on the bill. Otherwise the Service will be subject to Disconnection if Company has notified Customer by written notice of such delinquency and impending termination.

If there is still disagreement after the investigation and review by a manager of Company, Customer may appeal to the Commission for its investigation and decision.

Company will respond to the Commission requests for information within the timeframe specified by the Commission.

The Commission will review the claim regarding the disputed amount and communicate the results of its review to Customer and Company. Following staff review, the disputed amount becomes due and payable, unless either party files a formal complaint with the Commission.

In order to avoid Disconnection of Service, such amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be disconnected prior to the Due By Date shown on the bill.

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.5. PAYMENT ARRANGEMENTS**, Continued

**2.5.6. Disputed Bills**, (Continued)

The address and telephone number of Commission:

Idaho Public Utilities Commission
472 West Washington Street
Boise, Idaho 83702
Telephone: 208.334.0300
Toll Free: 800-432-0369
Facsimile: 208.334.3762
Email a Complaint or Comment: http://www.puc.state.id.us/comments-complaints/choose%20form.htm

**2.5.7. Late Payment Charges**

Collection procedures and the requirement for a Deposit or Advance Payment are not affected by the application of a late payment charge.

**2.5.8. Credit Limit**

Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

**2.5.9. The Issuance of Credit or Payments**

Customers may contact Company for resolution of billing disputes by telephone to Company's Customer Service Commission at 866.664.2355 or in writing addressed to the attention of Company Customer Service at 2460 West 26th Avenue, Suite #380-C, Denver, CO 80211. Customer Service representatives are available to address inquiries during company business hours from Monday through Friday 8 a.m. to 5 p.m. (MST).

**SECTION 2 - RULES AND REGULATIONS**, Continued

## 2.6. INTERRUPTIONS OF SERVICE

### 2.6.1. General

A. Company may temporarily interrupt Service when necessary to affect repairs or maintenance; to eliminate an imminent threat to life, health, safety or substantial property damage; or for reasons of local, State or National emergency. Company shall establish procedures to be followed by its employees to prevent or mitigate interruption or impairment and provide prompt oral or written notification to affected Customers.

B. It is the obligation of the Customer to notify Company of any interruptions in Service. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission of the Customer, is not within the Customer's control, and is not in wiring or equipment connected to the terminal of Company.

C. Pursuant to Idaho Rule 502, IDAPA 31.41.01.502, when Company is informed of a local exchange service outage that is not caused by a natural disaster, the Company will restore service within 16 hours of the Customer's outage report if the outage creates an emergency for the Customer. Company will restore service within 24 hours following a Customer service outage report as set forth in Rule 502. If the Company does not restore service within the time periods required under Rule 502, the Company will credit the Customer's account for an amount equal to the monthly rate for one (1) month of basic local service.

D. If the Customer reports to Company that a Service, facility or Circuit is inoperative but declines to release it for testing and repair, or refuses access to Customer Premises for test and repair by Company or an agent of Company, the Service, facility or Circuit is considered to be impaired but not interrupted. No credit allowance will be made for a Service, facility or Circuit considered by Company to be impaired. The Customer will be responsible for the payment of Service charges as set forth herein when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than Company, including, but not limited, to the Customer.

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.6. INTERRUPTIONS OF SERVICE**, Continued

**2.6.2. Limitations of Allowances**

No credit allowance will be made for any interruption in Service:

A. Due to the negligence of, willful act of, or noncompliance with the provisions of this Tariff by, the Customer; or

B. Due to the malfunction of Customer-owned telephone equipment; or

C. Due to a Force Majeure; or

D. During any period in which Company is not given full and free access to Company -provided facilities and equipment for the purposes of investigating and correcting interruptions; or

E. During any period when the Customer has released Service to Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; or

F. That occurs or continues due to the Customer's failure to authorize placement of any element of special construction; or

G. That occurs when Company, under the terms of the Contract for Service, suspends or terminates Services for nonpayment of charges; or

H. For the unlawful or improper use of the facilities or Service.

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.6. INTERRUPTIONS OF SERVICE**, Continued

**2.6.3. Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative Service used.

**SECTION 2 - RULES AND REGULATIONS**, Continued

## 2.7. RESTORATION OF SERVICE

**2.7.1.** The use and restoration of Service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.

**2.7.2.** At the Customer's request Service shall be restored when the causes of suspension or discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the Customer or Applicant, including any proper Deposit, have been made as provided for in the Tariff; or as the Commission may order pending resolution of any bona fide dispute between Company and the Customer or Applicant over the Disconnection.

**2.7.3.** When a Customer's Service has been disconnected in accordance with this Tariff and the Service has been terminated through the completion of a Company Service order, Service will be restored only upon the basis of application for new Service.

**2.7.4.** A Customer whose Service has been discontinued for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due Company before Service is restored.

**2.7.5.** Whenever Service has been discontinued for fraudulent or other unlawful use, Company may, before restoring Service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

**2.7.6.** Any Customer whose Service has been disconnected may be required to pay Service reconnection charges equal to the initial Service Connection Charge before Service is restored.

**SECTION 2 - RULES AND REGULATIONS**, Continued

## 2.8. USE OF CUSTOMER'S SERVICE BY OTHERS

Joint use arrangements will be permitted for all Services provided under this Tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the Service will be allocated. Company will accept orders to start, rearrange, relocate, or discontinue Service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the Service, each Joint Authorized User shall be responsible for the payment of the charges billed to it.

**SECTION 2 - RULES AND REGULATIONS**, Continued

## 2.9. CANCELLATION OF SERVICE BY CUSTOMER

**2.9.1.** Customer may cancel local Service by providing notice to Company thirty (30) calendar days prior to cancellation**.**

**2.9.2.** Customer is responsible for usage charges while still connected to Company's Service and for the payment of associated local Exchange Company charges, if any, for Service charges.

**2.9.3.** Any cost of Company expenditures shall be borne by the Customer if:

A. The Customer orders Service requiring special Facilities dedicated to the Customer's use and then cancels the order before such Service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or

B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and

C. If based on an order for Service and construction has either begun or has been completed, but no Service provided.

**SECTION 2 - RULES AND REGULATIONS**, Continued

## 2.10. CANCELLATION OF SERVICE BY COMPANY

### 2.10.1. Discontinuance Without Notice

Access line service may be refused or disconnected without notice in the event Customer uses equipment in such a manner as to adversely affect the access line service to others, in the event of tampering with the equipment furnished and owned by the exchange carrier, or in the event Customer violates Company's filed Tariff. Company reserves the right to immediately discontinue furnishing the Service to Customers without incurring liability for the following reasons:.

A. In the event of a condition determined to be hazardous to the Customer, to other Customers of Company, to Company's equipment, the public or to employees of Company; or

B. By reason of any order or decision of a court or any other governmental authority which prohibits Company from furnishing such Service; or

C. For unlawful use of the Service or use of the Service for unlawful purposes; or

D. In the event that the Facilities have been abandoned or are being used by unauthorized persons.

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.10. CANCELLATION OF SERVICE BY COMPANY**, Continued

**2.10.2. Discontinuance With Notice**

Access line service may be refused or disconnected upon five (5) days written notice for failure to pay for Service subsequent to proper notice or for non-compliance with the Commission's regulations. Company reserves the right to discontinue Service for the following reasons:

A. For the non-payment of any proper charge as provided by Company's Tariff, including one for the same Class Of Service furnished to the Applicant or Customer at the same or another location, or where the Applicant or Customer voluntarily assumed, in writing, responsibility for the bills of another Applicant or Customer; or

B. For failure to make payment in accordance with the terms of a deferred payment agreement; or

C. When Company has reason to believe that a Customer has used a device or scheme to obtain Service without payment and where Company has so notified the Customer prior to Disconnection; or

D. Failure to meet or maintain Company's credit requirements; or

F. If the Customer provides false information to Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's Services; or

E. For Customer's breach of the contract for Service between Company and Customer, including but not limited to unauthorized resale of equipment or Service; or

F. When a Customer's Service has been disconnected in accordance with this Tariff, Service will be re-established only upon the basis of an application for new Service.

G. Service may be terminated for non-payment of a bill, provided that Company has made a reasonable attempt to affect collection and has given the Customer written notice stating that the Customer has no less than five (5) business days in which to settle payment or have Service disconnected. Service will be terminated only Monday through Thursday between the hours of 8:00am and 4:00pm, and Friday between 8:00am and 12:00 pm, unless provisions have been made to have someone available to accept payment and reconnect service.

**SECTION 2 - RULES AND REGULATIONS**, Continued

**2.10. CANCELLATION OF SERVICE BY COMPANY**, Continued

**2.10.3. Payment Obligation up to Discontinuance of Service**

The discontinuance of Service(s) by Company pursuant to this Section does not relieve the Customer of any obligations to pay Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies available to Company set forth herein shall not be exclusive and Company shall at all times be entitled to all the rights available to it under law or equity.

**2.11. NOTICES AND COMMUNICATIONS**

**2.11.1.** The Customer will designate an address to which Company will mail or deliver all notices and other communications. The Customer may also designate a separate address to which Company's bills for Service will be mailed.

**2.11.2.** Company will designate on the bills an address to which the Customer will mail or deliver all notices and other communications. Company may designate a separate address on each bill for Service to which the Customer will mail payment on that bill.

**2.11.3.** All notices or other communications required to be given pursuant to this Tariff will be in writing, unless otherwise provided.

**2.11.4.** Company or the Customer will advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**2.12. FULL FORCE AND EFFECT**

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

**2.13. TAXES, FEES AND SURCHARGES**

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for Services provided to the Customer. Taxes and fees include, but are not limited to, Federal Universal Service Fund surcharge, State Universal Service Fund surcharge, Federal Access Charge, Carrier Access Charge, Federal Excise Tax, State Sales Tax, and Municipal Tax, E911 and Local Number Portability surcharges. Unless otherwise specified in this Tariff, such taxes, fees and surcharges are in addition to rates as quoted in this Tariff and will be itemized separately in Customer invoices.

## SECTION 3 – DESCRIPTION OF SERVICE

### 3.1. APPLICATION OF RATES AND CHARGES

All Services offered in this Tariff are subject to Service order and change charges where the Customer requests new Services or changes in existing Services, as well as indicated Non-Recurring and Monthly Recurring Charges.

### 3.1.1. General

A. The following sections set forth the rules and regulations governing the application of rates for Company Services, including the following general rate categories:

1. Nonrecurring Charges for installation of Facilities and Services;

2. Monthly Recurring Charges for availability and use of Facilities and Services; and

3. Usage or Transaction Charges (where applicable).

B. Local Exchange Services

The following local exchange Network Services are available to Customers where provisioning is technically possible; further, Standard Line and Intrastate Long Distance Services are offered on a dedicated or switched access basis.

Business Services
Residential Services
Optional Calling Features
Directory Listing Services
Dedicated Services

C. Interexchange Services

The following interexchange Network Services are available to Customers where provisioning is technically feasible;

1. Switched outbound “1 Plus” Dialing;
2. Switched inbound Toll-Free; and
3. Directory Assistance

**SECTION 3** – **DESCRIPTION OF SERVICE**, Continued

**3.1. APPLICATION OF RATES AND CHARGES**, Continued

**3.1.2. Service Connection and Maintenance Charges**

A. Service Connection Charges

1. Service Connection Charges are Nonrecurring Charges for establishing or modifying Services. Unless specifically exempted in this or other Sections of this Tariff, Service Connection Charges apply to all Customer-initiated requests, and are in addition to all other scheduled rates and charges.

2. Charges for installation or rearrangement of Service are billed on the next month's bill immediately following work performed by Company.

3. The charges specified in this Tariff reflect Service provided during regularly scheduled work hours, at current installation intervals and without work interruptions by the Customer.

4. Customer requests for expedited Services that require installations on a date that is offered on a later date may result in an increase in applicable Service Connection Charges.

5. Customers that request service connection to be performed outside of normal business hours shall also incur an additional Service Connection Charge (excluding the Service Ordering Charge) as well as any additional costs attendant to the request.

**SECTION 3 - DESCRIPTION OF SERVICE**, Continued

## 3.2. EXCHANGE SERVICES

### 3.2.1 Basic Local Exchange Service Territory

Company's service territory within the State of Idaho mirrors that of Qwest Corporation's Idaho local exchange service territory.

### 3.2.2 Basic Local Exchange Service

A. Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications Channel, which can be used to place or receive one call at a time. Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other Station equipment.

B. Local Exchange Services provide a Customer connection to Company's network, enabling the Customer, among other things, to:

1. Originate communications to other points on Company's underlying network;

2. Receive communications from other points on Company's underlying network;

3. Access Company's Services as set forth in this and other Company Tariffs;

4. Access local, interexchange and international telecommunications services provided by other authorized Carriers and the customers of such Carriers to the extent such Carriers are interconnected with Company's underlying network;

5. Access Company's customer service for Service-related assistance;

6. Access 911 or E911 services, where available, operator services, directory assistance, and telecommunications relay services;

7. Access Operator-Assisted Calling Services; and

8. Access Directory Assistance.

**SECTION 3 - DESCRIPTION OF SERVICE**, Continued

**3.2. EXCHANGE SERVICES,** Continued

**3.2.2. Basic Local Exchange Service**, Continued

C. Local Exchange Services may not be available to originate calls to other telephone companies' caller-paid information services (*e.g.*, NPA 900-NXX, 976-NXX, etc.). Calls to those numbers and other numbers used for caller-paid information services are blocked by Company.

D. Local Exchange Customers receive one listing per assigned telephone number in the local White Pages Directory and receive a copy of the White Pages Directory at no additional charge.

**3.2.3. Business Services**

Company provides the following business package offerings to commercial Customers:

A. **Primary Business Line** consists of basic local switched access service and the following custom calling features: Anonymous Call Rejection Three-Way Calling, 900/976 number blocking, Call Forwarding, Call Rejection, Call Transfer, Call Waiting, Call Waiting Caller ID, Caller ID, Continuous Redial, Hunting, Last Call Return, Long Distance Alert, Message Waiting Indicator, and Selective call Forwarding

B. **Additional Business Lines –** Each additional line purchased by the same subscriber at the same location will consist of basic local switched access service and the following custom calling features: Anonymous Call Rejection Three-Way Calling, 900/976 number blocking, Call Forwarding, Call Rejection, Call Transfer, Call Waiting, Call Waiting Caller ID, Caller ID, Continuous Redial, Hunting, Last Call Return, Long Distance Alert, Message Waiting Indicator, and Selective call Forwarding

**SECTION 3 - DESCRIPTION OF SERVICE**, Continued

**3.2. EXCHANGE SERVICES,** Continued

**3.2.4. Residential Services**

Company provides the following business package offerings to residential subscribers:

A. **Residential Package A – Residential Silver Package** consists of basic local switched access service and the following custom calling features: Anonymous Call Rejection Three-Way Calling, 900/976 number blocking, Call Forwarding, Call Rejection, Call Transfer, Call Waiting, Call Waiting Caller ID, Caller ID, Continuous Redial, Hunting, Last Call Return, Long Distance Alert, Message Waiting Indicator, Priority Calling, and Selective call Forwarding. A separate two-line plan is also available for the Residential Silver Package.

B. **Residential Package B – Residential Gold Package** consists of basic local switched access service and the following custom calling features: Anonymous Call Rejection Three-Way Calling, 900/976 number blocking, Call Forwarding, Call Rejection, Call Transfer, Call Waiting, Call Waiting Caller ID, Caller ID, Continuous Redial, Hunting, Last Call Return, Long Distance Alert, Voicemail, Message Waiting Indicator, Priority Calling, and Selective Call Forwarding. A separate two-line plan is also available for the Residential Gold Package.

**SECTION 3 - DESCRIPTION OF SERVICE**, Continued

## 3.3. OPTIONAL CALLING FEATURES

### 3.3.1. Custom Calling Feature Descriptions

Company offers the following custom calling features. Feature availability is based on Customer location and network availability.

**A.** Anonymous Call Rejection: Permits the End-User to automatically reject incoming calls when the call originates from a telephone number that has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement, and then terminated. The feature may be turned on or off by the End-User by dialing the appropriate feature control code.

**B.** Call Block: Allows the End-User to automatically block incoming calls from up to six End-User pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The End-User controls when the feature is active, and can add or remove calling numbers from the feature's screening list.

**C.** Caller ID – Name and Number: Permits the End-User to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on specialized Customer Provided Equipment. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary equipment. In some situations, the calling party's city and state may be displayed, rather than a Directory Name, depending on available call data.

**D.** Call Forward: Forwards all calls immediately upon reaching the End-User's line to a number of the End-User's choice. The forward-to number can be changed anytime from the line equipped with this feature.

**E.** Call Forward – Busy Line: Permits the forwarding of incoming calls when the End-User's line is busy. The forwarded number is fixed by the End-User Service order.

**F.** Call Forward – Don't Answer: Permits the forwarding of incoming calls when the End-User's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the Service order.

**SECTION 3 - DESCRIPTION OF SERVICE**, Continued

**3.3. OPTIONAL CALLING FEATURES,** Continued

**3.3.1. Custom Calling Feature Descriptions,** Continued

**G.** Call Forward – Variable: Forwards all calls immediately upon reaching the End-User's line to a number of the End-User's choice. The forward-to number can be changed anytime from the line equipped with this feature.

**H.** Call Rejection – Allows the Customer to block incoming calls up to a maximum of ten (10) telephone numbers.

**I.** Call Return – Allows the Customer to return a call to the last incoming call, whether answered or not. Upon activation, it will redial the number automatically, and continue to check the number every 45 seconds for up to 30 minutes, if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

**J.** Call Selector – Allows a Customer to assign a maximum of six (6) telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.

**K.** .Call Trace – Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing Trunk number or terminating number, and the time and date, are generated for every call to the specified telephone number, which can then be identified.

**L.** Call Waiting: Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting End-User to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

**M.** Call Transfer – Allows Customers the ability to transfer a call in progress to another station

**N.** Call Transfer Disconnect – Allows the transfer of calls to another line, to free up the original line

## SECTION 3 - DESCRIPTION OF SERVICE, Continued

### 3.3. OPTIONAL CALLING FEATURES, Continued

### 3.3.1. Custom Calling Feature Descriptions, Continued

**O.** Call Waiting ID – Enables the called party to identify the party calling when on another call.

**P.** Caller ID Blocking – Provides a permanent indicator on the Customer's line. Once the block is established on the Customer's line, the private status can be deactivated by the Customer by dialing a series of numbers before each call to change the indicator from private to public. This one call unblock allows the name and number to be sent for that one call only.

Customer who chooses per line blocking for the first time will not be charged the non-recurring charge. New Customers to the Caller ID serving area will be provided the same option. A Customer requesting per line blocking will pat a non-recurring charge for re-establishing line blocking.

**Q.** Speed Call – Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed- calling list without assistance from Company.

**R.** Three Way Calling – Permits the End-User to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The End-User initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

**SECTION 3 - DESCRIPTION OF SERVICE**, Continued

## 3.4. DIRECTORY LISTING SERVICE

**3.4.1.** The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.

**3.4.2.** The Company may limit the length of any listing in the directory by the use of abbreviations when in its sole discretion, the clearness of the listing or the identification of the Customer is not impaired thereby.

**3.4.3.** The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identify of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify the Customer prior to withdrawing any listing which is found to be in violation of this subpart.

**3.4.4.1.** In order for listings to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

**3.4.4.2.** Customer may elect for their telephone number and name to be non-listed or non-published in the directory or information services for an additional fee.

**SECTION 3 - DESCRIPTION OF SERVICE**, Continued

## 3.5. SERVICE PROVIDER OPTIONS

### 3.5.1. No Primary Interexchange Carrier (PIC) Option

Customers have the option of not selecting a toll provider as the primary Carrier for intraLATA and/or interLATA toll traffic, thus requiring the Customer to use an access code to obtain toll providers' Services (i.e., 1010-XXX).

### 3.5.3. Preferred Carrier Freeze (PCF)

Company offers a free Service called Preferred Carrier Freeze. This Service is available to all Customers. PCF allows Customers to designate their local long distance (intraLATA) provider, long distance (interLATA) provider, and a local exchange Service provider, as permanent choices, which may not be changed absent further authorization from the Customer. Company will send a letter to each Customer upon initiation or transfer of Service, which informs the Customer of the option to freeze his/her intraLATA, interLATA and local Service provider choice(s). At the time a Customer contacts Company to establish a freeze, a representative will advise him/her on how to facilitate a change of provider(s) on a frozen account.

### 3.5.4. Carrier Change Charge

After the initial thirty (30) day period, or at any time after an initial Carrier selection has been made, any Carrier selection or change is subject to a Non-Recurring Charge, per change, per line, as set forth in Section 4.3.

**SECTION 3 - DESCRIPTION OF SERVICE**, Continued

## 3.6. INTEREXCHANGE SERVICES

**3.6.1.** Intrastate Long Distance - Permits Customers to originate calls via switched or dedicated access lines and to terminate intrastate calls. The customer dials "1+" followed by "ten digits" or dials "1010XXX" followed by "1 + ten digits". Further, the Service permits a Customer connection to Company's network, enabling the Customer, among other things, to access Interexchange and international telecommunications services provided by other authorized Carriers and the customers of such Carriers to the extent such Carriers are interconnected with Company's network; access Company's business office for Service-related assistance; access Operator-Assisted Calling Services; and access Directory Assistance.

**3.6.2.** **Toll Free Service –** This service is inbound calling only where an 800, 888 or other Toll Free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

**3.6.3.** **Directory Assistance** – Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

## SECTION 4 – RATES

### 4.1. SERVICE CONNECTION AND MAINTENANCE CHARGES

### 4.1.1. Service Order and Change Charges

The following non-recurring rates apply on a per line basis, unless otherwise noted.

| A. Service or Feature | Business | Residential |
|---|---|---|
| Line Installation | $35.00 | $35.00 |
| Move Line | $54.00 | $35.00 |
| Change Telephone Number | $25.00 | $17.50 |
| Change of Billing Responsibility, per order | $13.50 | $5.00 |
| Change to Class of Service, per order | $25.00 | $10.00 |
| Optional Service Installation Charge | $10.00 | $8.50 |
| Hunting | $10.00 | N/A |
| Remote Access Call Forwarding | $10.00 | N/A |
| Call Waiting Identification (ID) | $0.00 | $0.00 |
| Anonymous Call Rejection | $0.00 | $0.00 |
| Screening and Restriction Installation | $0.00 | $25.00 |
| Toll Restriction | $20.00 | $6.00 |
| Blocking Alternative Network Access (10XXX) | $10.00 | N/A |
| Collect Call Blocking | $6.00 | $6.00 |
| Third Party Blocking | $6.00 | $6.00 |
| Caller ID Blocking, initial | $0.00 | $0.00 |
| Caller ID Block, after initial blocking | $8.00 | $8.00 |
| Feature Change | $10.00 | $8.50 |
| Directory Listing Change/Establishment of additional listing | $12.00 | $18.00 |
| Non-Published listing | $18.00 | $12.50 |
| Non-Listed number | $18.00 | $12.50 |

| B. Reconnection Fee | Business | Residential |
|---|---|---|

Reconnection fee applies to reconnect Service after dial tone has been suspended or service has been disconnected by Company.

| | | |
|---|---|---|
| Reconnection fee, per line | $40.00 | $25.00 |

## SECTION 4 – RATES

**4.1. SERVICE CONNECTION AND MAINTENANCE CHARGES,** Continue

**4.1.1. Service Order and Change Charges**, Continued

The following rates apply to work completed at the Customer's premises on applicable to Inside Wiring for Customers who do not subscribe to a separate Inside Wire Maintenance Plan, or for repairs made to Inside Wiring not covered by an Inside Wire Maintenance Plan. Rates are provided for informational purposes only.

| C. Service Charges Inside Wire | 1st Hour Or partial | Each Add'l ¼ Hour |
|---|---|---|
| Schedule I | | |
| Applicable for work performed Monday through Friday between 8:00 AM and 5:00 PM | $99.00 | $25.00 |
| Schedule II | | |
| Applicable for work performed Monday through Friday between 5:00 PM and 8:00 AM and on Saturdays | $149.00 | $37.25 |
| Schedule III | | |
| Applicable to work performed on Sundays and Holidays. Holidays subject to Schedule III Charges are: | $149.00 | $37.25 |

New Year's Day, President's Day (Third Monday in February), Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day.

**SECTION 4 – RATES**, Continued

## 4.2. EXCHANGE SERVICE RATES AND CHARGES

### 4.2.1. Business Services

| Business Package | Monthly Recurring Charge |
|---|---|
| Primary Business Line | $34.99 |
| Additional Business Lines | $25.99 |

**SECTION 4 – RATES**, Continued

**4.2. EXCHANGE SERVICES RATES AND CHARGES,** Continued

**4.2.2. Residential Services**

| **Residential Package** | **Monthly Recurring Charge** |
|---|---|
| Residential Silver Package | $31.89 |
| Residential Gold Package | $36.89 |
| Additional Residential Lines | $20.00 |

**SECTION 4 – RATES**, Continued

## 4.3. OPTIONAL CALLING FEATURES

### 4.3.1. Custom Calling Features - Business

The following recurring monthly charges apply on a per line basis, unless otherwise noted.

| Service | Monthly Rate |
|---|---|
| Anonymous Call Rejection: | $0.00 |
| Call Block | $3.00 |
| Caller ID – | $6.00 |
| Call Forwarding | $3.00 |
| Hunting | $6.00 |
| Call Waiting | $6.00 |
| Speed Calling | $3.00 |
| Collect Call Blocking | $0.00 |
| Third Party Blocking | $0.00 |
| Blocking for alternative network Access (10XXX, 1010XXX, etc.) | $0.10 |
| Call Trace Blocking | $0.00 |
| Caller ID Blocking | $6.00 |
| Caller ID Blocking, per use | $0.00 |
| Continuous Redial Blocking | $0.00 |
| Last Call Return/Callback Blocking | $0.00 |
| Three Way Calling | $3.00 |
| Three-Way Calling Blocking | $0.00 |
| Toll Restriction | $0.00 |

### 4.3.2. Custom Calling Features - Residential

| Service | Monthly Rate |
|---|---|
| Anonymous Call Rejection: | $0.00 |
| Call Block | $3.00 |
| Caller ID – | $6.00 |
| Call Forwarding | $3.00 |
| Call Waiting | $6.00 |
| Speed Calling | $3.00 |
| Collect Call Blocking | $0.00 |
| Caller ID Blocking | $6.00 |
| Continuous Redial Blocking | $0.00 |
| Last Call Return/Callback Blocking | $0.00 |
| Three Way Calling | $3.00 |
| Toll Restriction | $0.00 |

**SECTION 4 – RATES**, Continued

## 4.4. DIRECTORY LISTING SERVICE

### 4.4.1. Per Use Features

| Feature | Per Use Rate |
|---|---|
| Call Trace | $1.00 |
| Continuous Redial | $0.95 ($7.60 maximum charge per month) |
| Three-Way Calling | $0.00 |
| Last Call Return/Callback | $0.95 ($7.60 maximum charge per month) |

### 4.4.2. Business Listings

| Listing | Monthly Rate |
|---|---|
| Additional Listing | $3.00 |
| Alphabetical Listing | $3.00 |
| Alternate Listing | $3.00 |
| Client Main Listing | $3.00 |
| Cross Reference Listing | $3.00 |
| Extra Line Listing (“Information Listing”) | $3.00 |
| Foreign Listing | $3.00 |
| Non-Listed (Semi Private) | $1.80 |
| Non-Published (Private) | $2.25 |
| Reference Listing | $3.00 |
| Temporary Listing | $3.00 |
| WATS Listing | $3.00 |

### 4.4.3. Residential Listings

| Listing | Monthly Rate |
|---|---|
| Additional Listing | $1.50 |
| Non-Listed (Semi Private) | $1.50 |
| Non-Published (Private) | $2.25 |

**SECTION 4 – RATES**, Continued

## 4.5. INTERLATA AND INTRALATA PRESUBSCRIPTION

**4.5.1.** InterLATA and IntraLATA presubscription is a procedure whereby a subscriber designates Company as the carrier which the subscriber wishes to be the carrier of choice for interLATA and intraLATA toll calls. Such calls are directed to the designated carrier, without the need to use carrier access codes or additional dialing. InterLATA and IntraLATA presubscription does not prevent a subscriber who has presubscribed to the same interLATA and intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative interLATA and intraLATA carrier on a per call basis.

### 4.5.2. InterLATA and IntraLATA Presubscription Offerings:

A. Option A: Subscriber may select Company as the presubscribed carrier for intraLATA toll calls subject to presubscription;

B. Option B: Subscriber may select an alternate interLATA and intraLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription;

C. Option C: Subscriber may select a carrier other than Company for the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription; or

D. Option D: Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

### 4.5.3. Rules and Regulations

A. Subscribers will retain their current dialing arrangements until they request that their dialing arrangements be changed.

B. Subscribers may select either Options A, B, C or D, above, for intraLATA presubscription.

C. Subscribers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time.

**SECTION 4 – RATES**, Continued

**4.5. INTERLATA AND INTRALATA PRESUBSCRIPTION,** Continued

**4.5.3. Rules and Regulations**, Continued

D. New subscribers will be asked to select an intraLATA toll carrier(s) at the time the subscriber places an order to establish local exchange service with Company. Company will process the subscriber's order for interLATA and intraLATA service. The selected carrier(s) will confirm their respective subscriber's verbal selection by third-party verification or return written confirmation notices.

| | |
|---|---|
| Per line, per change | $5.50 |

**4.6. INTEREXCHANGE SERVICE CHARGES**

Intrastate Long Distance Service

| | |
|---|---|
| Per minute | $0.069 |

Toll Free Service

| | |
|---|---|
| Per minute | $0.069 |

**4.7. COMBINED BILLING FEE**

Customers may elect to have the convenience of Company billing both local exchange services and long distance detail billing on a single Customer invoice. Customer may also elect to receive their invoices via electronic delivery to avoid this fee.

| | |
|---|---|
| Combined Billing Fee | $1.99 |

**4.8. DUPLICATE BILL FEE**

Additional and alternate copies of Company bills are available upon Customer request. An additional bill copy is a secondary copy of the Customer's initial bill. An alternate bill is an additional bill sent to a different address other than the Customer's address of record, upon proper authority by the Customer.

| | |
|---|---|
| Residential Customer, per copy of additional or alternate bill | $5.00 |
| Business Customer, per copy of additional or alternate bill | $10.00 |

**SECTION 4 – RATES**, Continued

## 4.9. PROMOTIONS

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for qualifying Customers and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. All promotional offerings will be filed with the Commission.

## 4.10. INDIVIDUAL CASE BASIS AGREEMENTS

When the Company furnishes a facility or Service for which a rate or charge is not specified in the Company's Tariff, or when the Company offers rates or charges which may vary from Tariff arrangements, rates and charges will be determined on an Individual Case Basis (ICB). The rates and charges for ICBs will be specified by contract between the Company and the Customer and will be made available to the Commission upon request.

## SECTION 5 – IDAHO TELECOMMUNICATIONS ASSISTANCE PROGRAM AND UNIVERSAL SERVICE

### 5.1. IDAHO TELECOMMUNICATIONS SERVICE ASSISTANCE PROGRAM

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

### 5.2. IDAHO USF SURCHARGES

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.

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.