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BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

IDAHO PUBLIC
UTILITIES COMMISSION

APPLICATION OF)
MIDWESTERN)
TELECOMMUNICATIONS, INC.)
FOR A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY)
AUTHORIZING MIDWESTERN)
TELECOMMUNICATION INC.)
TO PROVIDE RESOLD)
AND FACILITIES-BASED UNE-P)
LOCAL EXCHANGE AND)
INTEREXCHANGE SERVICES)
TELECOMMUNICATIONS)
SERVICES IN IDAHO)

Cause No. PUD

APPLICATION

I. Proposed Services

Midwestern Telecommunications, Inc. by this application seeks authority to provide resold and facilities-based and interexchange and telecommunications services to the public statewide of Idaho by initially reselling services obtained from and utilizing facilities provided by facilities-based carriers and eventually providing telecommunications services via facilities constructed owned, leased or managed by MTI. MTI's approved services block all direct dial long distance calls, collect calls, operator-assisted calls, and third-number billed calls so that the service is a known, limited cost to the customer each month. All applications for service are taken by telephone. A third party verification is completed on all conversion orders. A service initiation charge and the first full month's service charge prior to receiving service. For local exchange service, MTI will initially mirror the existing local calling areas of incumbent local exchange telephone companies.

II. Form of Business

a. Name, Address, and Form of Business.

Midwestern Telecommunications, Inc.

17250 Palmer Dr. Ste. 300

Homewood, IL 60430

Corporation

i. A short statement of the character of public service in which it may engage.

Midwestern Telecommunications, Inc. seeks authority to offer and provide its currently approved facilities-based local exchange telecommunication service, including resale and interexchange service, throughout the State of Idaho. Its current offerings include local calling (“dialtone”) on a prepaid, 1+ toll blocked basis.

ii. The name of the state in which it is incorporated.

Illinois

iii. Its principal business address and its principal business address within Idaho.

17250 Palmer Dr. Ste. 300

Homewood, IL 60430

Midwestern Telecommunications, Inc. will not have a principal address in Idaho.

iv. A certified copy of its Articles of Incorporation.

See Attachment 1

v. If not incorporated in Idaho, a Certificate of Good Standing issued by the Secretary of state of Idaho.

See Attachment 2

vi. Name and address of registered agent for service in Idaho.

Corporation Service Company

1401 Shoreline Dr.

Suite 2

Boise, ID 83702

b. If a corporation , the names and addresses of the ten common stockholders of applicant owning the greatest number of shares of common stock and the number of such shares owned by each.

See Attachment 3

c. Names and addresses of the officers and directors of applicant.

President:

Ikechuku Chinwah

17250 Palmer Dr. Ste. 300

Homewood, IL. 60430

Secretary:

Jerry Holt

17250 Palmer Dr. Ste. 300

Homewood, IL. 60430

d. Name and address of any corporation, association, or similar organization holding a 5% or greater ownership or a management interest in the applicant. As to ownership, the amount and character of the interest to be indicated. A copy of any management agreement must be attached.

N/A

e. Names and addresses of subsidiaries owned or controlled by applicant.

N/A

III. Telecommunication Service

a. The date on which applicant proposes to begin construction or anticipates it will begin to provide service.

Applicant will use facilities of incumbent carrier.

b. A written description of customer classes and customer service(s) that the applicant proposes to offer to the public.

MTI plans to offer service to residential and business classes throughout the state of Idaho.

IV. Service Territory

- a. A description sufficient for determining whether service is to be offered in a particular location; and the names of all incumbent local exchange corporations with whom the proposed utility is likely to compete.**

MTI plans to resale services of the incumbent Qwest.

- b. Written description of the intended manner of service, for example, resold services or facilities based. A general description of the property owned or controlled by the applicant.**

MTI plans to resale facilities based service, resale and interexchange services throughout the State of Idaho. MTI does not currently own any property with the State of Idaho.

- c. A statement describing with whom the applicant is likely to compete.**

MTI plans to compete with the incumbent carrier, Qwest and any reseller of Qwest.

- d. A description of the property owned by the applicant clarifies the applicant's proposed services and operation.**

MTI does not currently own any property in the State of Idaho.

V. Financial Information

- a. Current detailed balance sheets, including a detailed income and profit and loss statements of the applicant reflecting current and prior year balances for the twelve months ended as of the date of the balance sheet, or if not readily available, for the period since the close of the preceding calendar year.**

See Attachment 4

- b. If a balance sheet and income statement are available, the applicant must submit financial data sufficient to establish that it possesses adequate financial resources to provide the proposed services.**

VI. "Illustrative" Tariff Filings

- a. Proposed initial tariff and price sheets setting forth rates, rules, terms, and regulations applicable to the contemplated service.**

See Attachment 5

VII. Customer Contacts

- a. Contact information for the applicant**

- i. The name, address, and telephone number and email addresses of the person(s) responsible for consumer inquiries and complaints from the public.**

Bernadette Reed

P.O. Box 2515

Homewood, IL. 60430

Phone; (708) 679-5059

Fax; (708) 798-9102

breed@midwestern.net

- ii. A toll-free number for customer inquiries and complaints.**

(877) 684-4349

- iii. The name, number, and email addresses of the person(s) designated as a contact for the Commission Staff for resolving complaints, inquiries, and matters concerning rates and price lists or tariffs.**

Jerry Holt

P.O. Box 2515

Homewood, IL 60430

Phone; (708) 679-5050

Fax; (708) 798-9015

VIII. Interconnection Agreements

- a. Statement of whether the applicant has initiated interconnection negotiations and, if so, when and with whom.**

Applicant has interconnection agreements currently pending with Qwest

IX. Compliance with Commission Rules

- a. A written statement that the applicant has reviewed all of the commission rules and agrees to comply with them or a request for waiver of those rules believed to be inapplicable.**

Jerry Holt has read all the admission rules and agrees to comply with the rules set forth.

X. Escrow Account or Security Bond

- a. If a company requires advance deposits by its customers, the company must submit a signed copy of an escrow account with a bonded escrow agent or a**

security bond. The escrow or bond shall be sufficient to meet customer deposits or refunds in case of company default.

Midwestern does not require deposits.

ATTACHMENT 1

Articles of Incorporation

File Number

5919-222-1

State of Illinois
Office of
The Secretary of State

Whereas,

ARTICLES OF INCORPORATION OF
MIDWESTERN TELECOMMUNICATIONS, INCORPORATED
INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, George H. Ryan, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 30TH day of DECEMBER, A.D. 19 96 and of the Independence of the United States the two hundred and 21ST



George H. Ryan

Secretary of State

ATTACHMENT 2

Certificate of Good Standing from Idaho

State of Idaho

Office of the Secretary of State

**CERTIFICATE OF AUTHORITY
OF
MIDWESTERN TELECOMMUNICATIONS, INCORPORATED**

File Number C 145668

I PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that an Application for Certificate of Authority, duly executed pursuant to the provisions of the Idaho Business Corporation Act, has been received in this office and is found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Authority to transact business in this State and attach hereto a duplicate of the application for such certificate.

Dated: 1 October 2002



Pete T. Cenarrusa
SECRETARY OF STATE

By *Kim Hunter*

ATTACHMENT 3

Stockholder Information

Name and Address	Shares Owned	Percentage of All Shares Issued And Outstanding	Percentage of Voting Control
Jerry Holt 17250 Palmer Drive Homewood, IL 60462	500	50	50
Ikechuku Chinwah 17250 Palmer Drive Homewood, IL 60462	500	50	50

ATTACHMENT 4

Financial Statements

MIDWESTERN TELECOMMUNICATIONS, INC.

REVIEWED FINANCIAL STATEMENTS

YEAR ENDED DECEMBER 31, 2003

MIDWESTERN TELECOMMUNICATIONS, INC.BALANCE SHEETDECEMBER 31, 2003ASSETS

Current Assets:

Cash	\$ (3,024)
Loans to Shareholders	<u>4,202</u>

Total Current Assets	\$ 1,178
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Property and Equipment, at cost, less accumulated depreciation (Note 2)	963,917
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Other Assets:

Security Deposits	<u>11,000</u>
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Total Other Assets	<u>11,000</u>
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Total Assets	<u>\$ 976,095</u>
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LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities:

Excise Taxes Payable	\$ 238,763
Current Portion Long Term Debt	<u>128,254</u>

Total Current Liabilities	<u>367,017</u>
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Stockholders' Equity

Common Stock, no par value; 10,000 shares authorized; 1,000 shares issued and outstanding	1,000
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Retained Earnings	<u>608,078</u>
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Total Stockholders' Equity	<u>609,078</u>
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Total Liabilities and Stockholders' Equity	<u>\$ 976,095</u>
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(See Accompanying Notes To Financial Statements)

MIDWESTERN TELECOMMUNICATIONS, INC.INCOME STATEMENTYEAR ENDED DECEMBER 31, 2003

Sales	\$ 5,888,925
Cost of Sales	<u>2,771,657</u>
Gross Profit	3,117,268
Operating Expenses:	
Salaries	1,737,516
Payroll taxes & fringe benefits	182,229
Rent	162,345
Telephone & utilities	100,307
Insurance expense	64,214
Professional fees	65,902
Office expense	113,871
Delivery expense	6,142
Advertising expense	206,488
Automobile expense	38,814
Travel & entertainment	27,286
Licenses & fees	10,859
Contributions	0
Miscellaneous	<u>16,856</u>
Total Operating Expenses	<u>2,732,827</u>
Income (Loss) from Operations	384,441
Other Income (Expense)	
Interest income	184
Interest expense	(17,527)
Disposition of fixed assets	<u>(245,586)</u>
Other Income (Expense) - Net	(262,929)
Net Income (Loss) Before Taxes	<u>\$ 121,512</u>

(See Accompanying Notes to Financial Statements)

MIDWESTERN TELECOMMUNICATIONS, INC.
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2003
(See Accountant's Review Report)

(1) BACKGROUND INFORMATION:

Midwestern Telecommunications, Inc. (MTI) is a Corporation located at 4749 Lincoln Mall Drive, Matteson, Illinois. MTI was founded in 1996 and resales telecommunications to residents and businesses in the Midwestern States and California.

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

MTI significant accounting policies are summarized as following:

Basis of Accounting

The accompanying financial statements of MTI have been prepared on the cash basis of accounting whereby income is recognized when received and expenses are recorded when disbursed.

Property and Equipment

Property and equipment are capitalized and recorded at cost while normal repair and maintenance items are expensed as incurred. At December 31, 2003, property and equipment consisted of the following:

<u>Description</u>	<u>Amount</u>
Computer Software	\$ 378,038
Furniture and Fixtures	69,140
Equipment	763,838
Vehicles	<u>91,289</u>
	1,302,305
Less-Accumulated Depreciation	<u>(338,388)</u>
Property and Equipment, Net	<u>\$ 963,917</u>

Management Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

(3) NOTES PAYABLE:

Notes payable at December 31, 2003 consist of the following:

- The company has a line of credit with a bank which provides for borrowings up to a maximum amount. The outstanding loan against the line aggregated \$ 14,669 at year-end.	----- \$ 14,669
- Notes payable to Expanets Financial Services, payable in monthly installments of \$ 8,296.90 (principle and interest) through May, 2004	----- 82,488
- Notes payable to American Express Business Finance, payable in monthly installments of \$ 1,859.55 (principle and interest) through August, 2004	----- 28,562
- Notes payable to Chrysler, Inc., payable in monthly installments of \$ 522.60 (principle and interest) through June, 2004	----- <u>2,535</u>
Total	<u>\$ 128,254</u>

ATTACHMENT 5

Tariff

REGULATIONS, RATES, AND CHARGES
APPLYING TO THE PROVISION OF ACCESS SERVICE
FOR CONNECTION TO INTRASTATE COMMUNICATIONS FACILITIES
FOR INTRASTATE CUSTOMERS WITHIN THE
OPERATING TERRITORY OF
MIDWESTERN TELECOMMUNICATIONS, INC.
IN IDAHO
AS PROVIDED HEREIN.

ISSUED: August 5, 2004

Jerry E. Holt
Director of Regulatory Affairs
17250 Palmer Drive
Homewood, IL 60430

EFFECTIVE: September 5, 2004

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of resold and facilities-based local exchange and interexchange services by Midwestern Telecommunications, Inc., (the "Company") in the calling areas defined herein.

The provision of local exchange and interexchange services is subject to existing regulations and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues.

EXPLANATION OF SYMBOLS

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- M To signify a move in the location of text.
- N To signify new rate or regulation.
- R To signify reduced rate.
- S To signify reissued matter.
- T To signify a change in text but no change in rate or regulation.
- Z To signify a correction of error or omission.

DEFINITIONS AND ABBREVIATIONS

Certain terms and abbreviations used generally throughout this tariff are defined below.

Advance Payment: Part or all of a payment required before the start of service.

Alternative Telephone Service: Except where technically impracticable, a wireless telephone capable of making local calls, and may also include, but is not limited to, call forwarding, voice mail, or paging services.

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Carrier or Telecommunications Carrier: A telecommunications carrier that that is providing local exchange telecommunications service.

Centrex Services: A switching system exchange service provided on central office lines. Exchange access is provided for calls to and from the network as well as intercom calling between Centrex lines in the same system.

Commission: Idaho Public Service Commission.

Company or the Company: Midwestern Telecommunications, Inc., the issuer of this tariff.

Conversion: When a Customer who is presently with another Carrier selects the Company as its new Carrier, without experiencing an interruption of services.

Customer or Subscriber or End User: The person, limited liability Company, building owner, firm, partnership, corporation, municipality, cooperative, organization, governmental agency or other entity receiving telecommunications services. This entity is responsible for payment of charges and compliance with the Company's regulations.

Emergency: A situation that appears to present immediate danger to person or property.

DEFINITIONS AND ABBREVIATIONS (cont.)

Emergency Situation: A single event that causes an interruption of service or installations affecting end users of a local exchange carrier. The emergency situation shall begin with the first end user whose service is interrupted by the single event and shall end with the restoration of the service of all affected end users. The term "single event" shall include:

A declaration made by the applicable state or federal governmental agency that the area served by the local exchange carrier is either a state or federal disaster area; or

An act of third parties, including acts of terrorism, vandalism, riot, civil unrest, war, or acts of parties that are not agents, employees or contractors of the local exchange carrier; or

Any severe storm, tornado, earthquake, flood or fire that prevents the local exchange carrier from restoring service due to impassable roads, downed power lines, or the closing off of affected areas by public safety officials.

The term "emergency situation" shall not include:

A single event caused by high temperature conditions alone; or

A single event caused by acts or omissions of the local exchange carrier, its agents, employees or contractors; or

Any service interruption that occurs during a single event listed in above, but are not caused by those single events; or

A single event that the local exchange carrier could have reasonably foreseen and taken precaution to prevent; provided, however, that in no event shall a local exchange carrier be required to undertake precautions which are technically infeasible or economically prohibitive.

End User or Customer or Subscriber: The person, limited liability company, building owner, firm, partnership, corporation, municipality, cooperative, organization, governmental agency or other entity receiving telecommunications services. This entity is responsible for payment of charges and compliance with the Company's regulations.

DEFINITIONS AND ABBREVIATIONS (cont.)

Exchange Access Service: The furnishing of equipment and facilities including Centrex lines, exchange access lines or trunks, for telephone communication within local service areas in accordance with the provisions of this tariff.

Error: a discrepancy or unintentional deviation by the Company from what is correct and true. An "error" can also be an omission of records.

Final Account: A customer's outstanding charges still owed to the Company after termination of service.

ICB: Individual Case Basis.

Initial Service Period: The minimum length of time for which a customer is obligated to pay for service, facilities, or equipment, whether or not retained by the customer for such minimum period of time. Unless otherwise specified, the minimum period of ninety (90) days following service installation.

IntraLATA or IntraMSA: Telecommunications Services originating and terminating within the same LATA or MSA.

InterLATA or InterMSA: Telecommunications Services originating in one LATA or MSA and terminating in another LATA or MSA.

LATA: A Local Access and Transport Area established pursuant to the Modifications of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Associations, Inc. Tariff FCC No. 4.

LDL: Long Distance Telecommunications Service.

Local Exchange Carrier or ("LEC"): Denotes any certificated individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Local Service: Service which provides for exchange telephone communications within the local service area at rates and under regulations as provided in this tariff.

Local Service Area: The area consisting of one or more central office districts within which a subscriber for exchange service may make telephone calls without a long distance communications charge.

DEFINITIONS AND ABBREVIATIONS (cont.)

Market Service Area or ("MSA"): A geographical area consisting of one or more exchanges, as defined by the Idaho Public Service Commission, for the administration of tariffs, services, and other regulatory obligations.

Move: The disconnection of existing service at one location and reconnection of the same service at a new location either in the same building or in a different building.

Non-Recurring Charge or ("NRC"): A one-time charge either in lieu of, or in addition to, recurring monthly charges for service or facilities.

Off-Peak: The hours between 7:00pm and 7:00am.

Peak: The hours between 7:00am and 7:00pm.

Private Line Service: Communications services, and or facilities, provided for the customer's use, which do not utilize the public switched message network, and which are provided between customers designated locations.

Recurring Charges: The monthly charges to the Customer for services, facilities, and equipment, which continue for the agreed upon duration of the service.

Service Commencement Date: The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Commitment Period: The term elected by the Customer and stated on the Service Order during which the Company will provide the services subscribed to by the Customer.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

DEFINITIONS AND ABBREVIATIONS (cont.)

Subscriber or End User or Customer: The person, limited liability company, building owner, firm, partnership, corporation, municipality, cooperative, organization, governmental agency or other entity receiving telecommunications services. This entity is responsible for payment of charges and compliance with the Company's regulations.

Tariff: Any and all of the body of rates, terms, conditions, and charges for the Company's facilities and/or services as filed with, and approved by, the Idaho Public Service Commission.

Telecommunications Carrier or Carrier: A telecommunications carrier that is providing local exchange telecommunications service.

Termination of Service: Discontinuance of both incoming and outgoing service provided by the Company, which may occur as a result of non-payment or conversion to another carrier.

Toll Call: Any call extending beyond the local service area of the originating caller, which is rated on a toll schedule by the Company.

2.1 Undertaking of the Company

- A. The Company undertakes to furnish communications services in this tariff on the terms and conditions and at the rates and charges set forth herein. The services in this tariff are provided on a resale basis or via UNE-P offerings
- B. The Company may act as the customer's agent for ordering and billing of Local Access Connection facilities provided by other carriers or entities, to allow connection of a customer's location(s) to the Company Network. The customer shall be responsible for all charges due to such service arrangement.
- C. The Company services and facilities are provided on a monthly basis, unless ordered on a longer term basis, and are available twenty-four hours a day, seven days a week.
- D. The Company will provide a toll-free number giving customers access to service personnel six (6) days a week.
- E. The Company will comply with any applicable quality of service requirements according to Idaho Administrative Regulations, Title 807.

2.2 Terms and Conditions

- A. Customer 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. The Customer will be required to execute any other documents as may be reasonably requested by the Company.
- B. Service is provided for a minimum period of at least one month, twenty-four (24) hours a day. A month is considered to have thirty (30) days unless otherwise specified. At the expiration of the initial terms specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current tariff, month to month rates, unless terminated by the customer. 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, shall survive such termination.
- C. This tariff shall be interpreted and governed by the laws of the State of Idaho without regard for the State's choice of law provisions.

2.2 Terms and Conditions (cont.)

- D. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- E. The services the 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 approval, authorizations, licenses, consents and permits. Doing so are grounds for the Company to discontinue furnishing service.
- F. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.
- G. In response to a subpoena or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice.

2.3 Notification of Service-Affecting Activities

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

2.4 Provision of Services

- A. The Company will make reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The service installation shall be completed within five (5) business days after a service order is placed.

2.4 Provision of Services (cont.)

- B. The Company shall use reasonable efforts to maintain services that it furnished to the Customer. The Customer may not rearrange, disconnect, remove, and attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company. The Customer may not permit others to rearrange, disconnect, remove, and attempt to repair or otherwise interfere with any of the services provided by the Company except upon the written consent of the Company.
- C. 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 facilities the Company may obtain from other carriers to furnish service as required at the sole discretion of the Company.
- D. The Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. Customer shall supply all electrical power and other utilities necessary to operate or use the services provided.
- E. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the services furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services offered under this tariff and to the maintenance and operation of such services. Beyond this responsibility, the Company shall not be responsible for:
- (i) the transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission; or
 - (ii) the reception of signals by Customer provided equipment; or
 - (iii) network control signaling where such signaling is performed by Customer provided network control signaling equipment
- F. At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other cost incurred by or charged to the 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.

2.5 Limitations

A. All facilities provided under this tariff are directly controlled by the Company and the customer may not assign or transfer the use of service or facilities, except with the express written consent of the Company. Such assignment or transfer shall only apply where there is no interruption of the use or location of the service or facilities. Such assignment or transfer may be made to:

- (i) Another individual, partnership, association or corporation, etc. provided the assignee or transferee assumes all outstanding indebtedness for such service or facilities and any unexpired portion of a minimum service period.
- (ii) A court appointed receiver, trustee, or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation, or other similar proceedings, provided the assignee or transferee assumes any unexpired portion of a minimum service period.

Prior written permission of the Company is required in all cases of assignment or transfer. All regulations and conditions contained in this tariff shall apply to such permitted assignees or transferees, and all conditions of service including, but not limited to, minimum service periods and other liabilities shall apply as if there were no interruption of such service period(s).

B. The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either the Company or Customer as of a date not less than thirty (30) days after delivery of said notice to the other. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such service.

2.6 Liabilities of the Company

- A. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to the mistakes, omissions, interruptions, delays or errors, other defects, or representations by the Company, or use of these services or damages arising out of failure to furnish the service whether caused by acts of omission, shall be limited to the extension of allowances for interruption as set forth below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The 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 the Company's employees or agents. The limitation of liability contained herein will be in compliance with the Commission's Minimum Telephone Service Standards and the Service Requirements Form.
- B. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service offered under this tariff and subject to the provisions of Section 2.8-B, the Company's liability, if any, shall be limited as provided herein.
- C. The 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 the Company's exchange access lines. 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 personnel, or the quality of service to other Customers, the Company may upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

2.6 Liabilities of the Company (cont.)

- D. Approval of limitation of liability language by the PSC does not constitute a determination by the Commission that the limitation of liability, imposed by the Company should be upheld in a court of law. Approval by the commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.
- E. With respect to Emergency Number 911 Service, this service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The 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 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.
- F. With respect to Directory Listings:
- (i) In the absence of gross negligence or willful misconduct, and except for any allowances stated below, no liability for damages arising from errors or mistakes in or omissions of any directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.
 - (ii) An allowance for errors or mistakes in or omissions of any published directory listing or for errors or mistake in or omission of listings obtainable from the directory operator shall be given as follows:
 - (a) Free Listing: For free or non-charged published directory listings, credit shall be given at a rate of three times the monthly tariff rate for an additional or charge listing affected for the life of the directory or the charge period during which the error, mistake or omission occurs.

2.6 Liabilities of the Company (cont.)

- (b) Charge Listing: For each additional or charge published directory listing, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
- (c) Operator Records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the corrected information shall be placed in the files of the directory assistance and intercept operators within two business days of discovery.
- (d) Definitions: As used in paragraphs (i) and (ii), the terms "error", "mistake" and "omission" shall refer to a discrepancy in the listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on a street or community different from the one provided to the Company.
- (e) Notice: Such allowances or credit as specified in paragraphs (i) and (ii) above shall be given notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it was administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

2.6 Liabilities of the Company (cont.)

- G. The Company's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the transmission occurring in the course of furnishing device or facilities, and not caused by negligence of its employees or agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period of service during which mistakes, omissions, interruptions, delays, errors or defects in transmission occur.

The Company's liability and the Customer's sole and exclusive remedy arising out of delays in installation, commencement or restoration of service or out mistakes, accidents, omissions, interruptions, delays, or errors or defects in transmission in the provision of service shall be limited to the right to cancel service without liability to either party. Without limiting the foregoing, the Company shall have no obligation to provide alternative routing.

IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON, FIRM OR ENTITY IN ANY RESPECT, INCLUDING WITHOUT LIMITATIONS, FOR ANY DAMAGES, EITHER DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES OR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF MISTAKES ACCIDENTS ERRORS, OMISSIONS, INTERRUPTIONS, DELAYS, INCLUDING THOSE WHICH MAY BE CAUSED BY REGULATORY OR JUDICIAL AUTHORITIES ARISING OUT OF OR RELATING TO THIS TARIFF OR THE OBLIGATIONS OF THE COMPANY PURSUANT TO THE TARIFF. THE COMPANY MAKES NO WARRANTY WHETHER EXPRESS, IMPLIED, OR STATUTORY AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF THE SERVICE OR THE LOCAL ACCESS, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY THE COMPANY ARE HEREBY EXCLUDED AND DISCLAIMED.

2.6 Liabilities of the Company (cont.)

- H. With respect to the routing of calls by the Company to public safety answering points or municipal Emergency Service providers, the Company's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the call, or (b) the sum of \$1,000.00.
- I. The Company shall not be liable for damage arising out the fault of any facilities or equipment furnished by other carriers, or caused by negligence of other than the Company, including negligence on the part of the customer.
- J. The Company is not liable for any defacement of or damage to, the premises of a customer resulting from the furnishing of services of the attachment of instruments apparatus, and associated wiring furnished by the Company on such customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of the Company's negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company without written authorization.
- K. The Company is not liable for any act or omission of any other company or companies furnishing a portion of the end-to-end service or facilities, whether such other company is directly or indirectly under the control of the Company.

2.6 Liabilities of the Company (cont.)

- L. The Company shall be indemnified and held harmless by the customer against:
- (i) Claims for liable, slander, invasion of privacy or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.
 - (ii) Claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
 - (iii) Claims for loss of profit; or
 - (iv) All other claims arising out of any act or omission of others in the course of using any service or facility provided pursuant to this tariff.
- M. The Company does not guarantee or make any warranty with respect to any equipment used in locations containing an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The customer indemnifies and hold the Company harmless from any and all loss claims, demands suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location or use of such equipment so used.

The customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, condition, location, or use is not the direct result of the Company's negligence.

2.6 Liabilities of the Company (cont.)

- N. The customer is responsible for taking all necessary legal steps interconnecting his customer-provided terminal equipment or communications systems with the Company facilities or services. The customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection. The customer shall ensure that his equipment and/or system is properly interfaced with the Company facilities or services, that the signal emitted into the company network are of the proper mode, bandwidth, power, signal level for the intended use of the customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to the customers.

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

- O. Customer's can reach the Company's Customer Service department by 877-684-4349, toll free. The Company will resolve any disputes properly brought to its attention in an expeditious manner. Unresolved disputes may be directed to the attention of the Consumer Services Division, Idaho Regulatory Authority:

Idaho Public Service Commission
472 W Washington
Boise, ID
(208) 334-0300
(208) 3343762 - Fax

2.7 Directory Listings

- A. The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. The Company's liability with respect to directory listing is set forth in Section 2.6 preceding. Customer must contact its yellow pages representative concerning its advertising in yellow pages directories.
- B. Upon termination of service, the listed directory number of Customer will be retained by the Company until such time as Customer's outstanding obligations to the Company have been paid, including any estimated final charges.
- C. When a customer with a nonpublished telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

2.8 Interruption of Service

An interruption is deemed to have occurred when the phone lines of the underlying provider are inoperative. If a customer reports a facility, service or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

A. Temporary Suspension for Maintenance

The Company's underlying provider shall have the right to make necessary repairs or changes in its services at any time and will have the right to suspend or interrupt service temporarily for the purpose of making necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company may give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the customer the least inconvenience. When the Company's services are

being repaired or changed, it shall take appropriate precautions to avoid unnecessary interruptions of Customers' service.

2.8 Interruption of Service (cont.)

B. Credit Allowance for Interruptions

- (i) Interruptions of twenty-four hours or more which are reported to or detected by the Company, and which are not due to negligence or willful act of the Customer are credited to the Customer at the pro rata monthly charge involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than twenty-four hours. Credit allowances for service outages that exceed twenty-four hours in duration will be rounded up to the next whole 24 hours.
- (ii) For calculating credit allowances, every month is considered to have thirty days. If the service disruption is for 48 hours or less a credit is applied on a pro rata basis, against the monthly recurring charges. A credit of at least one-third of a month will be made for interruptions of more than 48 hours but less than 72 hours, and a credit of at least two-thirds of a month will be made for interruptions more than 72 hours but less than 96 hours, with a full month credit of interruptions in excess of 96 hours only those facilities on the interrupted portion of the circuit will receive a credit.

C. Limitations on Credit Allowances

No credit allowances will be made for:

- (i) Interruptions due to the negligence of, or non-compliance with the provisions of this tariff by the customer
 - (ii) Interruptions that are restored on or before the day after the interruption is reported or discovered by the Company
- D. The Company will restore basic local exchange service for a customer within 24 hours of receiving notice that a customer is out of service. This provision will not apply when the service interruption is caused by the negligence or willful act of the customer, customer provided facilities, or electric power failure.

2.8 Interruption of Service (cont.)

- E. The Company will inform a customer when a repair or installation appointment requires the customer to be present. Furthermore, the Company will keep all repair and installation appointments for basic local exchange service when a customer premises visit requires a customer to be present.

2.9 Obligations of the Customer

- A. The customer is obligated to place orders for origination, termination, and/or changes to the Company service or facilities; pay all charges for services or facilities rendered by the Company; and to comply with all the Company's regulations governing the provision of service or facilities. The customer is also responsible for assuring that its authorized users comply with regulations of the Company, as specified in this Tariff.
- B. When placing an order for service or facilities, the customer must provide:
 - (i) Name(s) and address(s), of the person(s) liable for the payment of service charges. In the case of a corporation or partnership, a designated individual shall be named responsible for such bill responsibility.
 - (ii) Name(s) address(s) and telephone number of person(s) to whom notices shall be addressed by the Company
 - (iii) Location(s) at which facilities and services are to be provided.
 - (iv) 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 the Company's services.
- C. The customer shall reimburse the Company for the replacement or repairs of the Company's equipment when the damage results from:
 - (i) Negligence or willful act of the customer's employees, agents, or contractors, or authorized users.

- (ii) Loss through theft, fire, flood, cable cut, or other catastrophes to the Company-provided equipment or facilities located on the customer's premises.

2.9 Obligations of the Customer (cont.)

After receipt of payment for the damages, the Company will cooperate with the customer in prosecuting a claim against any third party whom the customer identified as causing, or responsible for, the damage or loss.

- D. With respect to any service provided by the Company, Customer shall indemnify, defend and hold the Company harmless from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney fees for:
 - (i) Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including but not limited to employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
 - (ii) Any claim, loss damage, expense or liability for infringement of and copyright, patent, trade secret or any proprietary or intellectual property right of any third party, arising from any act or company's services in a manner not contemplated by the agreement between the Customer and the Company.
- E. When facilities, equipment and/or communications systems provided by others are connected to the Company's services or facilities, the customer assumes additional liabilities as specified by the provider of such facilities, equipment and services. Such liability may include payment of charges, minimum service periods, and termination liabilities. When third parties provide service, equipment or facilities, the Company may, upon written customer request, act as the customer's agent, but all payments and charges shall continue as the direct responsibility of the customer.
- F. Any special interface equipment necessary to achieve compatibility between the facilities used by the Company for furnishing local exchange service and the channels, facilities or equipment of others may be provided at the Customer's expense. Customer shall be liable for damages resulting from Customer use of non-compatible equipment.

2.9 Obligations of the Customer (cont.)

- G. The customer is responsible for providing and maintaining any terminal equipment on the Customer's premises. The electric power consumed 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 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations.

2.10 Charges and Payments for Services or Facilities

2.10.1 General

- A. Charges for service and facilities may be applied on a recurring and/or non-recurring basis.
- B. The minimum service period will be not less than three months (90days), unless otherwise specified in this Tariff.
- C. Unless otherwise specified herein with respect to any service, service will continue to be provided until canceled by the customer, in writing, on not less than thirty days notice.

2.10.2 Description of Charges

- A. Recurring Monthly Charges - For billing purposes, each month is considered to have thirty days. If the billing starts date and end date do not coincide with billing periods or months, the bill charges will be reflect the fractional part of the month involved.
- B. Non-Recurring Charges - Applies to a work activity done on a one-time-only basis, such as the installation of facilities: and is applied to each activity performed.
- C. Fractional Charges - Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished, or has been discontinued. The numbers of days remaining in the billing period are counted starting with the day the service was furnished or discontinued. Divide that figure by thirty days. The resultant fraction is the

multiplied by the monthly charge to arrive at the fractional monthly charge.

2.10.2 Description of Charges (cont.)

- D. Tax Adjustments - All stated charges in this tariff are computed by the Company exclusive of any federal, state or local use, excise, gross receipts, sales or privilege taxes, duties, fees, or similar liabilities. The Customer in addition to the charges stated in this tariff shall pay such taxes, fees, etc. All such taxes, duties, and fees shall each be shown as a separate line item on the Customer's monthly invoice.

2.10.3 Billing Period

Billing will start the day of acceptance by the customer of the Company service, facilities, or equipment. Service will end on the last day indicated by customer through notification in accordance with Section 2.12.ii following.

2.10.4 Payment

Payment will be due within twenty-one days after the billing statement is issued by the Company and mailed to the customer. Any payment received later than thirty days after Bill Date will be subject to an interest charge on delinquent amount at the prevailing rate as determined by the Idaho Public Service Commission.

- A. The customer is responsible for payment of all charges for services or facilities furnished by the Company to the Customer or its Authorized Users. The Company may require a customer to sign an application form and to establish credit worthiness as a condition precedent to the initial establishment of service. The application shall state the date on which service shall begin and the points between which service is to be provided, the type of facilities required, and any special arrangement related thereto. The Company will pay interest on overpayment, which occurs as a result of an error by the Company, at a rate determined by the commission.
- B. Statements will reflect the charges for service or facilities that are in effect during the period the service is furnished. If any charge for a period covered by a bill change after the bill has been

rendered, the next bill will be adjusted to reflect the new changes, including appropriate credit or debit amount for such periods.

2.10.4 Payment (cont.)

- C. The term and conditions for billing, payment and collection, including without limitation, any late payment charge, specified in the Local Exchange Company's local exchange service tariff shall apply to charges of the Company when the Local Exchange Company serves as the willing agent for the Company or buys the Company's accounts receivable.
- D. All bills are presumed accurate, and shall be binding on the customer unless the Company receives objections within a reasonable time after such bills are rendered. No credits, refunds, or adjustments shall be granted if the Company therefore does not receive demand. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company, non-recurring charge is specified, those charges may be passed on to the Customer.

2.11 Payment Arrangements

2.11.1 Establishment of Credit

- (i) Applicants for service must establish and maintain credit. This is accomplished by providing acceptable credit information or making a deposit with the Company.
- (iii) Applicants for service may, if not deemed credit worthy as defined in this tariff, may be required to provide the Company with a deposit or pre-pay for service in accordance with the policy set forth in this tariff.
- (iii) To maintain satisfactory credit, the bill must be paid regularly by the due date indicated on the bill. Failure to maintain good credit may result in loss of service, retention of the customer's deposit beyond the time it is normally returned, or a demand that credit be reestablished. Re-establishment of credit may require payment of, or an increase in, a cash deposit.

2.11.2 Deposits

Applicants for service or existing Customers whose financial condition is not acceptable to the Company under the rules of the Idaho Public Service Commission may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee of the payment of charges. A deposit does not relieve the customer of the prompt payment of bills upon presentation.

- A. If a deposit is required, the amount will be:
 - (i) For an applicant for service - not more than two-twelfths the estimated average monthly bill for that class and type of service.
 - (ii) For an existing customer - not more than two-twelfths the customer's average bill for the past six months. If the customer has had service for less than six months, the amount will be based on the estimated average bill for all customers using the type of service.
- B. The deposit will be provided in U.S. currency or an instrument acceptable to the Company.
- C. The amount of a deposit may be adjusted whenever the Company determines the customer's use of the service has changed or will change significantly.
- D. When a deposit is requested, not more than one-third will be required as an initial payment. The remainder must be paid during the next two billing periods in equal amounts unless the customer chooses to expedite the payments.
- E. Interest to be paid on Deposits

Interest will be paid on deposits in accordance with 807 KAR 5:006. Interest shall accrue on deposits held over 180 days and shall be paid to the Customer as follows:

- (i) By credit to the Customer's account once annually;
 - (ii) By payment to the Customer upon request, once annually;
- 2.11.2 Deposits (cont.)
- (iii) By adding accrued interest to the amount of the deposit when refunded to the customer;
 - (iv) By applying interest to any unpaid bill of the Customer upon termination of service with the Company

All requirements for deposits will be consistent with 807 KAR 5:006.

F. Refund of Deposits.

A deposit will be refunded to a customer after 12 consecutive months of prompt payments of telephone service invoices. The Company may at its option either credit the amount on the Customer's bill or refund the deposit by direct payment.

When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

G. The deposit will also be returned within a reasonable period if:

- (i) The customer establishes credit by other means, or
- (ii) The service has not been terminated and the bills are paid in full, or
- (iii) An application for service is canceled and any charges are paid in full.

2.11.3 Bills and Collection of Charges

- A. Bills will be rendered monthly to customer. Fixed monthly recurring charges are billed in advance. The Usage and minimum charges for service are billed in arrears. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges prior to the service commencement date, as defined herein, and shall pay the Company for any such charges which may be assessed against the Company in any manner.
- B. All service, monthly recurring charges and non-recurring charges are due and payable on the due date shown on the bill, provided however, that installation charges may be spread out over 3 months.
- C. The Company shall present bills for recurring charges monthly to the Customer in advance of the month which service is provided.
- D. For new customer or existing customers whose service is discontinued, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- E. A late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination. Notwithstanding the preceding, a late payment penalty will not be charged on a penalty.
- F. A minimum charge of \$10 or a maximum charge of \$30 will be assessed for checks with insufficient funds or non-existing accounts. The Company may waive the bad check charge under appropriate circumstances.
- F. If customer chooses to place information service provider (ISP) calls or receive calls via a non-MTI affiliated carrier, Customer will be liable for all charges related to such calls; including without limitation, charges billed to the Company or Customer by ISP or other carriers, any applicable rebilling charge and charges for any service provided by the Company's affiliates.

- G. All services provided to customers with pre-pay plan are billed in advance.

2.11.4 Disputed Bills

- A. The customer shall notify the Company of any disputed items on a bill within a reasonable period of time after receipt of the bill. The existence of a disputed amount does not relieve the customer of their obligation to pay current charges. If the customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rule of procedure.
- B. The date of dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
- C. The date of resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.12 Termination of Service

- A. Discontinuance of Service by the Company
 - (i) The Company may discontinue or suspend service to Customer upon seven (7) days prior written notice without incurring any liability for the following reasons:
 - (a) Upon non-payment of any amounts owing to the Company for local exchange services which is not in dispute; or
 - (b) Upon failure of the Customer to meet the deposit requirements set out in Section 2.12.3 of this tariff; or
 - (c) Upon failure of the Customer to provide the Company reasonable access to its equipment and property; or
 - (d) Upon violation of or noncompliance with any rules and regulations of the Company.

- (e) Upon failure of the Customer to comply with municipal ordinance or other laws pertaining to telecommunications services.

2.12 Termination of Service (cont.)

- (f) The Company has reason to believe the customer has used a device or scheme to obtain service without payment and where the Company has so notified the customer prior to disconnection.
- (ii) The Company may discontinue service to Customer immediately and without notice for any of the following reasons without incurring liability:
 - (a) In the event of tampering with the Company's equipment, facilities or property in any way; or
 - (b) In the event of a condition determined to be hazardous to the Customer, to other customers of the Company; to the public, or to employees of the Company; or
 - (c) In the event of Customer's use of service in such a manner as to adversely affect the Company's service to others.
 - (d) Abuse of Company services, including making calls which might reasonably be expected to frighten, abuse, torment or harass another.
- (iii) The discontinuance of service by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time or up to discontinuance of service.
- (iv) Upon the Company's discontinuance of service to customer pursuant to this section, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.
- (v) For purposes of this Section 2.12, all regulated telephone services provided by the Company shall be defined as local service.

2.12 Termination of Service (cont.)

- (vi) The Company may disconnect Customer's local service for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable Idaho Administrative Regulations.
 - (a) Disconnection notices issued by the Company must inform the subscriber facing local service disconnection of the total amount which the subscriber would need to pay in order to avoid disconnection of local service. It must also inform the subscriber of the Company's legal obligation to provide "only local" service to Customers whose local service charges are paid; even while their toll service is disconnected for nonpayment of outstanding toll debt.
- (vii) The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.
- (viii) Partial payments by a Customer to the Company will be apportioned by the Company to the Company's regulated local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges or non-regulated services.
- (ix) Where the provisions of the Tariff are not complied with by the Customer, including payments not made by the Customer on date or at times herein specified; and after written notice from the Company requesting correction of such non-compliance, the Company may immediately discontinue service without incurring any liability. All applicable charges will then come due immediately. Including any applicable minimum service periods charges.

If repeated non-compliance by the Customer occurs, the Company retains the option of denying application by the Customer for new

or additional services or facilities until such prior action(s) are corrected.

2.12 Termination of Service (cont.)

B. Discontinuance of Service by Customer

- (i) If a customer cancels a service order after seventy-two (72) hours have passed since service has been ordered, or terminates service before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.8), Customer agrees to pay the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.11.4 all costs, fees, and expenses incurred in connection with:
 - (a) All non-recurring charges reasonable expended by Company to establish service to Customer; plus
 - (b) Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer; plus,
 - (c) All recurring charges specified in the applicable service order tariff for the balance of the then current term.
- (ii) Service may be terminated after the expiration of the minimum contract period, upon the Company being notified ten days in advance, and upon payment of all charges due to the date of termination of the service.

2.13 Restoral Of Service

- A. If any customer's service is restored after having been disconnected but a Company service order to terminate such service has not been completed when such a service is restored, the customer will be required to pay a restoral service charge of \$35.00 per occasion.
- B. When a customer's service has been disconnected and the service has been terminated through the completion of a Company service order, service will be reestablished only upon the basis of an application for new service.

- C. Customers' whose services are disconnected for non-payment are not eligible for pre-pay unless arrangements have been made for satisfaction of the previous bill.

2.14 Promotional Offers

The Company may, from time to time, make promotional offerings of its services. The promotional offerings may be limited as to the duration, the date and times of the offering and the location where the offerings are made and shall be documented in accordance with the provisions of the state rules and regulations. The only limitation upon a promotional offering shall be that the waiver of any charges other than a nonrecurring charge shall be limited to ninety calendar days on a per customer basis. All promotions will be added to the tariff as an addendum.

2.15 Notices and Communications

The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

- A. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate an address on the bill for service to which the Customer shall mail payment for that bill.
- B. All notices or other written communications required to given pursuant to this tariff will be in writing. Notices and other communications of either party and all bills mailed by the Company, shall have been presumed to have been delivered to the party by the third business day following the deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever comes first.
- C. The Company or Customer shall advise the other party of any changes to the address designated for notices, other communications or billing, by following the procedures for giving notices set forth herein.

2.16 Specialized Service or Arrangement

Specialized Service or Arrangements may be provided by the Company, in response to a bona fide request of a Customer or prospective Customer, on an individual-case basis (ICB) if such service or arrangements meet the following criteria:

- A. The requested service or arrangements are not offered under other sections of this Tariff.
- B. The facilities utilized to provide the requested service or arrangements are of a type normally used by the Company in furnished its other services.
- C. The requested service or arrangements are compatible with other Company services, facilities and its engineering and maintenance practices.
- D. This offering is subject to the availability of the necessary Company personnel and capital resources.

3.1 Establishment and Furnishing of Exchange Access Service

3.1.1 General

Procedures governing the establishment of credit, billing, termination of service, and issuance of telephone directories for local exchange telecommunications service, where not expressly contained herein, will comply with the Idaho Administrative Regulation, Title 807.

3.1.2 Application for Service

Application for service may be made orally or in writing. Acceptance of an application establishes a contract between the customer and the Company based on terms and conditions of this Tariff.

3.1.3 Installation

- A. The Company will install new lines for basic local exchange service within 3 business days after provisioning of the line or lines by the carrier whose network or network elements are being utilized is complete.

4.1 General

Exchange Access Service provides a Customer with a telephonic connection and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- A. Receive calls from other stations on the public switched telecommunications network;
- B. Place calls to other stations on the public switched telecommunications network;
- C. Access other services offered by the Company as set forth in this tariff;
- D. Access toll-free telecommunications services
- E. Access certain interstate and international calling services provided by the Company;
- F. Access (at no additional charge) the Company's operators and business office for service related assistance;
- G. Access (at no additional charge) enhanced 911 service for emergency services by dialing 0- or 9-1-1; and
- H. Access services provided by other common carriers, which, purchase the Company's Switched Access services, as, provided under the Company's Federal and State tariffs, or which maintain other types of traffic exchange arrangements with the Company.
- I. Access the interexchange network. A customer may presubscribe to the carrier of their choice for interLATA and intraLATA calling, or the provider's carrier identification code (1010XXX)
- J. Calls to information service providers (900/976) will be automatically blocked on a per line basis. The Customer may have the blocking removed pursuant to FCC rules.
- K. Collect calls will be automatically blocked on a per line basis.

Each Exchange Access Service is available on a "Full" service basis whereby service is delivered to a demarcation/connection block at the customer's Premises.

4.1 General (cont.)

The following Exchange Access Services are offered:

Basic Line Service
Basic Trunk Service
Centrex Service
Business Access Only Service
Enhanced Business Line Service

4.2 Serving Areas

The Company will serve these counties within the territory served by BellSouth. This tariff is effective only in those areas where a Commission approved interconnection agreement exists.

4.3 Feature Descriptions

3-Way Calling

Allows the Customer to add a third party to an established call without operator assistance.

Automatic Callback

Automatically returns the last incoming call whether or not it was answered. To activate Automatic Callback, the customer dials a code. The network will then either attempt a callback, or in offices so equipped, the customer will hear an announcement of the telephone number of the last party called. If the customer wishes to return the call immediately, voice prompts will instruct the customer to dial a certain digit and the call will automatically be returned. If the number is busy, Automatic Callback will continue to redial the number for up to 30 minutes.

Basic Service Plan

Allows the customer 500 local telephone calls, unlimited incoming calls and the feature, call waiting. Other features may be added as outlined herein.

Call Forwarding

Allows the Customer to activate and deactivate a transfer of all incoming calls to another dialable telephone number.

4.3 Feature Descriptions (cont.)Call Screening

This feature provides the customer with the ability to prevent repeated calls from an unwanted caller whose number may or may not be known. The customer receiving the call needs only to hang up and immediately dial the Call Screening access code which will deny the caller the ability to ring the customer's telephone. In addition, the customer has the ability to create a list of telephone numbers from which the customer may not wish to receive calls. Calls from these telephone numbers will be sent an appropriate announcement indicating that the call cannot be completed because the customer has activated Call Screening.

Call Trace

Allows the customer to automatically trace the telephone number used for the last call received by the customer. The customer must dial a Company-designated code, and activation must occur prior to the time that the customer receives either another call or the call waiting tone. A recording will indicate if the trace was successful or not. Within five business days after the successful activation of Call Trace, the customer must contact the Company to arrange for the continued retention of the trace record. The company will not provide the traced number to the customer, but it will be provided to law enforcement officials. The practices of law enforcement officials vary, and the Company does not represent that such officials with regard to the traced number will take any action. Call Trace will be available where facilities permit.

Call Waiting

Provides a tone to alert a customer with a call in progress that a second party is calling them, and allows the customer to answer the incoming call while holding the original connection.

Caller ID

Allows a customer to identify the telephone number from which a call is being made. The telephone number of the person initiating the call is displayed on a customer-provided display device.

4.3 Feature Descriptions (cont.)**Caller ID with Name**

Works along with Caller ID and provides for the display of an incoming telephone number and listed name associated with that telephone number, on a customer-provided display device attached to the customer's (called party's) line or set.

Unless the calling party number blocking is activated, the telephone numbers and names associated with all calls originating from appropriately equipped switches will be displayed.

Distinctive Ringing

Allows customers to designate up to ten numbers for which, when someone calls from one of the designated numbers the phone emits one unique distinctive ring. Customers can easily add and delete numbers from their Distinctive Ringing lists, as well as turn Distinctive Ringing on or off.

Privacy Manager

This feature will intercept all unidentified calls to end users who have Caller ID with Name. End users will be able to screen their incoming calls and either accept the call, reject the call or transfer the call to a pre-recorded sales screener message.

Repeat Dialing

This feature enables a Customer to reach a called party whose number is busy without having to continually redial the telephone number. The busy number will automatically be dialed, for a thirty- (30)-minute period, until it becomes available. The caller can make and receive calls during the 30-minute period that the busy number is being dialed. The caller will receive a special ring back when both numbers are freed for use. The feature can also be used to recall a called party after the conversation has been terminated.

4.2 Feature Descriptions (Cont.)

Remote Call Forwarding (RCF)

Allows all calls placed to a RCF customer's telephone number (the call forwarding location) are automatically forwarded by Telephone Company central office equipment to a designated terminating station of such RCF customer which is located in an exchange area of the Telephone Company or another telephone company.

Wait and See

With standard Caller ID service, end-users who have call waiting cannot see the waiting call displayed on their Caller ID unit. The wait and see enhancement allows the end-user to see the number (and name, if applicable) of the waiting call. Note: End-users must have Caller ID with Name feature for the name to display.

APPLICATION OF RATES

5.1 General

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

5.2 Charges Based on Duration of Use

When charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- B. Timing on a completed call begins when the called party answers the call. Answering is determined by hardware answer supervision in all cases where this signaling is provided by terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C. Timing terminates on calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D. Calls originating in one time period and terminating in another will be billed proportion to the rates in effect during different segments of the call.
- E. All times refer to local time.

5.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

- A. Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as references in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number.
- B. The airline distance between any two-rate centers is determined as follows:
 - (1) Obtain the "V" (vertical) and "H" (horizontal coordinates for each rate center from the above-referenced Bellcore document.
 - (2) Compute the difference between the "V" coordinates of the two rate centers: and the difference between the two: H: coordinates.
 - (3) Square each difference obtained in step (2) above.
 - (4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
 - (5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
 - (6) Obtain the square root of the whole number result obtained above. Round to the net higher whole number if any fraction is obtained. This is the airline mileage.
 - (7) Formula =
$$\frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

5.4 Rate Periods

Unless otherwise specified, Day rates shall apply 8:00 AM to 5:00 PM Monday through Friday. Evening rates shall apply 5:00 PM to 11:00 PM Monday through Friday and Sunday. Night/Evening rates shall apply all other times.

5.5 Holidays

For the following holidays, the Evening rate will apply unless a lower rate would normally apply:

New Year's Day	Labor Day
Martin Luther King's Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

5.6 Municipal Franchise Payments

Whenever the Company incurs an obligation (or an increase thereof) under a franchise ordinance to pay a municipality an amount measured by the revenue from providing communications services, the Company may charge its customers within the corporate limits of that municipality, in addition to all other lawful rates and charges:

- A. An amount equal to the franchise payment, and;
- B. An amount equal to the increase, if any, in taxes and other payments to government bodies resulting from the collections hereunder, by the addition of a uniform percentage to amounts billed for intrastate services within the municipality.

These provisions will be automatically applied upon the effective date of the municipal franchise ordinance to which they pertain.

5.7 Taxes

The customer is responsible for payment of all state, local and E911 taxes, surcharges, utility fees or other similar fees (i.e. sales tax, municipal utilities tax) that may be levied by the governing body or bodies in conjunction with or as a result of the service furnished under this tariff. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in the tariff. The Company shall not assess separately any fees or surcharges other than government approved sales taxes, without seeking Commission approval under the appropriate procedures required by the Commission. The Company shall comply with Commission procedures by sending notice to all customers informing them of the new line item charges. Additionally, an addendum to the price list stating what the line item charge is and the length of time the charges will be imposed will be filed with the Commission.

SERVICES

Feature/Services		Residential	Business
Establish Service – New			
Establish Service - Conversion		No Charge	
Line Connection		\$45.65	
Feature Change		\$15.00	
Phone Number Change		\$35.00	
Transfer Service		\$30.00	
Restoral Charge after Temp Suspend		\$20.00	
Premise Work – 1 st 15 minutes		\$30.00	
Premise Work – each add'l 15 minutes		\$15.00	
Technician Visit		\$50.00	

FEATURES

Feature/Services	USOC	Residential	Business
Call Waiting	ESX	\$4.00	
Call Forwarding	ESM	\$5.00	
Three-Way Calling	ESC	\$5.00	
Repeat Dial	NSS	\$5.00	
Automatic Call Return	NSQ	\$4.00	
Anonymous Call Rejection	HBY	\$5.00	
Speed Dial	ESL	\$5.00	
Caller ID	NSD	\$5.00	
Advanced Caller ID	NXMCR	\$5.00	
Call Screening	CCR	\$5.00	
Talking Call Waiting	TW1	\$5.00	
Busy Line Transfer	EVB	\$5.00	
Call Selector	NSK	\$5.00	
VoiceMail		\$10.00	
Alternate Answer	EVD	\$5.00	
Message Waiting Indicator	MWN	\$5.00	
Star Code to Access Voice Mail	SQAVX	\$5.00	
Multi Ring Service	DRS1X	\$5.00	
Remote Access – Call Forwarding	GCX	\$5.00	
Extra Listings	RLT	\$5.00	
Private Listings	NPU	\$6.00	
Ameritech Feature Link		NA	

ISSUED: August 5, 2004

Jerry E. Holt
 Director of Regulatory Affairs
 17250 Palmer Drive
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EFFECTIVE: September 5, 2004

Speed Calling 8 Code			
Speed Calling 30 Code			

PAY PER USE

	Residential	Business
Three Way Calling	\$0.75	
Auto Call Back	\$0.75	
Repeat Dial	\$0.75	
Call Trace	\$0.75	
Name & Number Delivery	\$0.75	
Unrated Intralata Toll 3 rd Party	\$0.99	
Directory Assistance – Local	\$1.50	
Directory Assistance- National	\$1.50	
Unrated Intralata Toll Collect	\$0.99	

PACKAGES

	Residential	Business
<p>FLAT RATE INTERNATIONAL</p> <p><u>INCLUDES:</u> Unlimited Band A (Local, 1-7 miles) Unlimited Band B (Local & Local Toll, 7-15 miles) & Unlimited Band C (Local Toll, 15-50 miles)</p> <p>2000 Long Distance minutes (<i>over 50 miles</i>) & 5 hours - International Calls</p> <p>Call Waiting, Call Forwarding, Caller ID w/ Name, 3-way Calling, *69, Speed Dial, Wait & See, Repeat Dial</p>	\$84.95	N/A
<p>FLAT RATE NATIONAL</p> <p><u>INCLUDES:</u> Unlimited Band A (Local, 1-7 miles) Unlimited Band B (Local & Local Toll, 7-15 miles) & Unlimited Band C (Local Toll, 15-50 miles)</p> <p>2000 Long Distance minutes (<i>over 50 miles</i>)</p> <p>Call Waiting, Call Forwarding, Caller ID w/ Name, 3-way Calling, *69, Speed Dial, Wait & See, Repeat Dial,</p>	\$49.95	N/A
<p>COMPLETE</p> <p><u>INCLUDES:</u> Unlimited Band A (Local, 1-7 miles) Unlimited Band B (Local & Local Toll, 7-15 miles) & Unlimited Band C (Local Toll, 15-50 miles)</p> <p>Call Waiting, Call Forwarding, Caller ID w/ Name, 3-way Calling, *69, Speed Dial, Wait & See, Repeat Dial</p>	\$39.95	N/A
<p>ECONOMY</p> <p><u>INCLUDES:</u> Unlimited Band A (Local, 1-7 miles) Unlimited Band B (Local & Local Toll, 7-15 miles) & Unlimited Band C (Local Toll, 15-50 miles)</p>	\$29.95	N/A

ATTACHMENT 6

Interexchange Tariff

INTEREXCHANGE RESELLER TOLL TARIFF

TARIFF APPLICABLE TO
INTEREXCHANGE SERVICES
WITHIN THE STATE OF IDAHO
PROVIDED BY
MIDWESTERN TELECOMMUNICATIONS, INC.

This Tariff contains descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Midwestern Telecommunications, Inc. (hereinafter "Company" or "MTI") with principal offices at 17250 Palmer Drive Suite 300 Homewood, IL 60430. This Tariff applies to services furnished throughout the State of Idaho. This Tariff is on file with the Idaho Public Service Commission ("Commission") and copies may be inspected, during normal business hours, at Company's principal place of business.

Issued: August 5, 2004

Effective: September 5, 2004

By:
Jerry Holt, Director of Regulatory Affairs
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Homewood, IL 60430

INTEREXCHANGE RESELLER TOLL TARIFF

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Issued: August 5, 2004

Effective: September 5, 2004

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INTEREXCHANGE RESELLER TOLL TARIFF

CHECK SHEET

Sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets are named below and comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of this sheet.

<u>PAGE</u>	<u>NUMBER OF REVISIONS</u> <u>(except as indicated)</u>
1	Original
2	Original
3	Original
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INTEREXCHANGE RESELLER TOLL TARIFF

APPLICATION OF TARIFF

This Tariff contains the regulations and charges applicable to intrastate interexchange telecommunications reseller services provided by Midwestern Telecommunications, Inc. to customers within the State of Idaho.

Issued: August 5, 2004

Effective: September 5, 2004

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INTEREXCHANGE RESELLER TOLL TARIFF

CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

Concurring Carriers	-	None
Connecting Carriers	-	None
Other Participating Carriers	-	None

EXPLANATION OF SYMBOLS

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

I	-	To signify increased rate
D	-	To signify decreased rate
C	-	To signify all other changes

ABBREVIATIONS

ID PSC	-	Idaho Public Service Commission
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TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper-right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper-right corner of the page. 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 their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **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 an 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 user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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INTEREXCHANGE RESELLER TOLL TARIFF

SECTION I. - DEFINITION OF TERMS

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable Company to provide telecommunication services, as required.

Authorized User - A person that either is authorized by the Customer to use local exchange telephone service at the Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Commission - Idaho Public Service Commission, unless the context indicates otherwise.

Company - Midwestern Telecommunications, Inc., unless the context indicated otherwise

Customer or Customers - The persons, firms, corporations, or other entities that order or use service and are responsible for the payment of rates and charges and compliance with Tariff regulations.

Disconnection - The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

Holiday - Company's recognized Holidays are New Year's Day (January 1), Independence Day (July 4), Labor Day, Memorial Day, Thanksgiving Day, Christmas Day (December 25), Martin Luther King Day and President's Day. Evening rates apply unless a lower rate is prescribed by this Tariff.

Premises - The space designated by a customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business, as well as space at Customer's place of business.

Service or Services - The services covered by this Tariff shall include only the State of Idaho.

Terminal Equipment - Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephone, and data sets.

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INTEREXCHANGE RESELLER TOLL TARIFF

SECTION II. - RULES AND REGULATIONSA. UNDERTAKING OF COMPANY

1. Company is a resale common carrier providing intrastate interexchange communications services to Customers for their direct transmission and reception of voice, data, and other types of telecommunications. Service is available on a full-time basis, 24 hours a day, seven days a week, throughout the State of Idaho.
2. Company is responsible under this Tariff only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, Company assumes no responsibility for such other service.

B. DESCRIPTION OF PROPOSED SERVICES1. Interexchange Servicea. Prepaid Long Distance Service

Prepaid Long Distance Service provides an outbound voice grade communications service for calls charged to Customer's account. The Service allows Customers to place direct-dialed interexchange calls to terminating locations from their home telephone. All calls must be charged against an account that has a sufficient available balance. At the point in which only 30 seconds of service remain, an audible signal will be given to the user to alert them only so much time is left for long distance service. Customer may increase the available minutes of use by making additional incremental payments.

b. Prepaid Card Service

Prepaid Card Service provides an outbound voice grade communications service for calls charged to a Prepaid Card. Prepaid Card Service allows Customers to place direct-dialed interexchange calls to terminating locations by dialing a Customer-provided access number and a Customer-provided authorization number.

All calls must be charged against a Prepaid Card that has a sufficient available balance. Customer will be notified in advance of the exhaustion of the card via an interactive voice prompt.

The following types of calls may not be completed with the Prepaid Card Service:

- Calls to 700 numbers
- Calls to toll free numbers
- Calls to 900 numbers

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INTEREXCHANGE RESELLER TOLL TARIFF

DESCRIPTION OF PROPOSED SERVICES (continued)1. Interexchange Service (continued)b. Prepaid Card Service (continued)

- Directory Assistance calls
- All Operator Service calls
- Busy Line Verification and Interrupt Service
- Calls requiring the quotation of time and charges
- Air-to-Ground calls

Except as may be specifically referenced therein, calls made utilizing Prepaid Card Service are not included in any optional calling plans, or any other Company services or promotions. The number of available Prepaid Cards is subject to technical limitations. Such cards will be offered to Customers on a first come, first served basis. Prepaid Cards are available in various unit denominations as determined by Company. Prepaid Cards will be sold at prices rounded to the nearest cent. The Prepaid Card Service rate does not include federal excise tax or those state and local taxes which are required to be paid at the point of sale. The tariffed rate does include those state and local taxes which are required to be paid on the usage of the underlying telecommunications service when that service originates and terminates within a particular tax jurisdiction.

c. Directory Assistance Service

Directory Assistance Service is available for domestic calling only to Customers who dial 1+ (NPA) + 555-1212 from lines presubscribed to Company. Up to two requests for numbers may be made on each call to Directory Assistance. A charge will apply whether or not the Directory Assistance bureau furnishes the requested telephone number(s). Directory Assistance Service is provided only where facilities and billing capabilities permit.

2. Special Pricing Arrangements - Individual Case Basis

In lieu of the rates otherwise set forth in this Tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an Individual Case Basis (ICB), taking into account such factors as the nature of the facilities and services, the costs of construction and operation, the volume of traffic commitment, and the length of service commitment by Customer, as long as the rates and charges are not less than Company's costs of providing the service. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual contracts or Customer Term Agreements. Specialized Pricing Arrangement rates or charges will be made available to similarly-situated Customers on comparable terms and conditions. Upon reasonable request, Company will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis.

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INTEREXCHANGE RESELLER TOLL TARIFF

3. Promotions

Company may, from time to time, engage in national and/or intrastate promotional offerings or trials, designed to attract new Customers, to stimulate Customer usage, to test potential new services, and/or to increase existing Customer awareness of Company services. These offerings may be limited to certain services, dates, times of day and/or locations determined by Company. National offerings, the terms of which are set forth in the applicable interstate tariffs governing such programs, may include without limitations, discounts, redeemable points, or cash rewards to Customers. To the extent that these programs extend to intrastate services, the terms of these national offerings are incorporated by reference, herein.

C. LIMITATIONS OF SERVICE

1. Company offers service to all those who desire to purchase service from Company consistent with all provisions of this Tariff. Customers or subscribers interested in Company's Services shall file an Application for Service with Company which fully satisfies Company and identifies the Services required.
2. The furnishing of Service under this Tariff is subject to availability on a continuing basis of all necessary facilities and/or equipment and subject to the provisions of this Tariff. Company reserves the right not to provide service to or from a location where legally prohibited or the necessary facilities or equipment are not available.
3. Company reserves the right to discontinue furnishing service, upon a written notice, when necessitated by conditions beyond its control, or when Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Commission, or the law.
4. Title to all facilities provided by Company under these regulations remains with Company. Prior written permission from Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
5. Company reserves the right to limit or 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 cause beyond Company's control.

Issued: August 5, 2004

Effective: September 5, 2004

By:
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INTEREXCHANGE RESELLER TOLL TARIFF

D. USE OF SERVICE

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by Customer, except when Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between Customer, authorized user, or joint user to share the cost of the service, as long as the arrangement generates no profit for any participant in the arrangement.

E. LIABILITY

1. 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, other defects, or representations by Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruptions as set forth in Section J.3. below. The extension of such allowances for interruption shall be the sole remedy of 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.
2. Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this Tariff, and subject to the provisions of Section J.3., Company's liability, if any, shall be limited as provided herein.
3. 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; and 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 or other instrumentality of any one or more these federal, state, or local governments, or of any military authority; 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.
4. Company shall not be liable for: (a) any act or omission of any entity furnishing Company or Company's Customer's facilities or equipment used for or with the services Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
5. Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

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Effective: September 5, 2004

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INTEREXCHANGE RESELLER TOLL TARIFF

E. LIABILITY (continued)

6. 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 any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by Company. 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.
7. Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of 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. No agents or employees of other participating carriers shall be deemed to be agents or employees of Company.
8. Company shall be indemnified, defended, and held harmless by Customer or by others authorized by it to use the Service against any claim, loss or damage arising from Customer's use of Services furnished under this Tariff, including:
 - a. any personal injury or death of any person or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by Company, if not caused by gross negligence of Company; or
 - b. claims for defamation libel, slander, invasion of privacy, infringement of copyright, unauthorized use of trademark, trade name, or service mark, unfair competition; interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content, revealed to, transmitted, processed, handled, or used by Company under this Tariff;
 - c. patent infringement claims arising from combining or connecting the service offered by Company with apparatus and systems of Customer or others;
 - d. connecting, combining, or adapting Company's facilities with Customer's apparatus or systems;
 - e. any act or omission by Customer; or

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Effective: September 5, 2004

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INTEREXCHANGE RESELLER TOLL TARIFF

E. LIABILITY (continued)

8. (continued)

f. all other claims arising out of any act or omission of Customer or others, in connection with any service provided by Company pursuant to this Tariff.

9. Company shall not be liable for any damages, including usage charges, that Customer may incur as a result of the unauthorized use of its Authorization Code(s) by others. The unauthorized use of Customer Authorization Code(s) includes, but is not limited to, the placement of calls using Customer's Authorization Code(s) without the authorization of Customer. Customer shall be fully liable for all such usage charges.

10. Company shall not be liable for any act or omission of any other company or companies furnishing 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.

11. 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 Customer for the specific services giving rise to the claim, and no action or proceeding against Company shall be commenced more than one year after the service is rendered.

12. COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

13. No agent or employee of any other carrier shall be deemed to be an agent or employee of Company.

F. INTERRUPTION OF SERVICE

1. When the use of service or facilities furnished by Company is interrupted due to any cause other than the negligence or willful act of Customer, or the operation or failure of the facilities or equipment provided by Customer, a pro rata adjustment of the monthly Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by Company, except as otherwise specified in Company's Tariffs.

2. It shall be the obligation of Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the

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INTEREXCHANGE RESELLER TOLL TARIFF

F. INTERRUPTION OF SERVICE (continued)

Customer shall ascertain that the trouble is not being caused by any action or omission of Customer within its control, or is not in writing or equipment, if any, furnished by Customer and connected to Company's terminal. If Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. When interruptions occur, Company will reestablish Service within the shortest reasonable time.

G. RESPONSIBILITY OF CUSTOMER

1. Customer assumes general responsibilities in connection with the provisions and use of Company's Service. When facilities, equipment, and/or communications systems provided by others are connected to Company's facilities, Customer assumes additional responsibilities. Customer is responsible for the following:
 - a. Customer is responsible for placing orders for service, paying all charges for service rendered by Company, and complying with all of Company's regulations governing the service. Customer is also responsible for assuring that its users comply with Commission regulations.
 - b. When placing an order for service, Customer must provide the name(s) and address(es) of the person(s) responsible for the payment of service charges and the name(s), telephone number(s), and address(es) of Customer-contact person(s).
 - c. Customer shall reimburse Company for damage to, or loss of, Company's facilities or equipment caused by the acts or omissions of Customer; or the noncompliance by Customer, with these regulations; or by fire or theft or other casualty on Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of Company. Company will, upon reimbursement for damages, cooperate with Customer in prosecuting a claim against the person causing such damage and Customer shall be subrogated to Company's right of recovery of damages to the extent of such payment.
 - d. Customer shall provide at no charge, 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 Customer, and the level of heating and air conditioning necessary to maintain the operating environment on such premises.
 - e. Customer shall be responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide telecommunications service to Customer from the cable building entrance or property line to the location of the equipment space. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be

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INTEREXCHANGE RESELLER TOLL TARIFF

G. RESPONSIBILITY OF CUSTOMER (continued)

1. (continued)

e. (continued)

borne entirely by, or may be charged by Company to, Customer. Company may require Customer to demonstrate its compliance with this section prior to accepting an order for service.

f. Customer shall provide 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. 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. 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.

g. Customer shall comply with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as maybe required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible; and granting or obtaining permission for Company agents or employees to enter the premises of Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of Company.

h. The Customer shall not create or allow to be placed or maintained any liens or other encumbrances on Company's equipment or facilities.

i. Customer shall make Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both Company and Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2. Availability of Service for Maintenance, Testing and Adjustment

Upon reasonable notice, the facilities provided by Company shall be made available to Company for such tests and adjustments as may be necessary to maintain them in a satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

3. Credit Allowances

a. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Company.

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INTEREXCHANGE RESELLER TOLL TARIFF

G. RESPONSIBILITY OF CUSTOMER (continued)3. Credit Allowances (continued)

- b. Credit allowances for failure of service or equipment starts when Customer notifies Company of the failure or then Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- c. Customer shall notify Company of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer-provided facilities, any act, or omission of Customer or in wiring or equipment connected to the terminal.
- d. Only those portion of the Service or equipment disabled will be credited. No credit allowances will be made for:
 - (1) interruptions due to the negligence of or noncompliance with the provisions of this Tariff by Customer;
 - (2) interruptions due to the negligence of any person using Company's facilities with Customer's permission;
 - (3) interruptions due to the failure or malfunction of service or equipment provided by Customer, Authorized User, or other carriers;
 - (4) interruptions of service during any period in which Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
 - (5) interruptions of service during a period in which Customer continues to use the service on an impaired basis;
 - (6) interruptions of service during any period when Customer has released service to Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
 - (7) interruptions of service due to circumstances or causes beyond the control of Company interruptions of service resulting from Company performing routine maintenance;
 - (8) interruptions of service resulting from Company's performing routine maintenance; or
 - (9) interruptions of service for implementation of a Customer order for a charge in the Service.

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INTEREXCHANGE RESELLER TOLL TARIFF

G. RESPONSIBILITY OF CUSTOMER (continued)4. Cancellation by Customer

- a. Applications for service are noncancellable unless Company otherwise agrees. Where Company permits Customer to cancel an application for service prior to the start of service or prior to any special constructions, no charges will be imposed except for those specified below.
- b. Where, prior to cancellation by Customer, Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against Company that would have been chargeable to Customer had service begun.
- c. The special charges described in a. and b. above will be calculated and applied on a case-by-case basis.
- d. Customer may cancel Service any time after meeting the minimum service period.

5. Payment and Charges for Service

- a. Payment for Service. Customer is responsible for payment of all charges for service and facilities furnished by Company to Customer or Authorized Users. If notice from Customer of a dispute as to charges is not reported to a customer service representative or received in writing by Company within 10 days after the due date, the bill will be considered correct. Should Customer pay the charges under protest, he may have an additional 30 days to dispute same in writing or the charges will become binding upon Customer. If an entity other than Company imposes charges on Company, in addition to its own internal costs, in connection with a service for which a Non-Recurring Charge is specified, those charges may be passed on to Customer.
- b. Billing and Collection of Charges.
 - (1) Payment for Service is made in advance by Customer at the time Company's prepaid service is initially purchased or replenished.
 - (2) Customer is responsible for payment of all charges for service furnished to Customer or Authorized Users, including, but not limited to all calls originated at Customer's number(s); received at Customer's number(s); billed to Customer's number(s) via third-party billing; incurred at the specific request of Customer; or placed using a calling card issued to Customer. If an entity other than Company imposes charges on Company, in addition to its own

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Effective: September 5, 2004

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INTEREXCHANGE RESELLER TOLL TARIFF

G. RESPONSIBILITY OF CUSTOMER (continued)5. Payment and Charges for Service (continued)b. Billing and Collection of Charges (continued)

(2) (continued)

internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to Customer.

(3) The security of Customer's Authorization Code(s) is the responsibility of Customer. All calls placed using Customer's Authorization Code(s) shall be deducted from Customer's account.

(4) Customers may pay for service by credit card, an authorized payment agent, or check.

(5) Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees.

c. Application of Charges. Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days by 30 days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

d. Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days by 30 days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge

e. Bad Check Charge. Company will bill Customer a one-time charge of \$25.00 or five percent of the amount of the check, whichever is greater, if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

f. Disputed Bills. Customer shall notify Company of any disputed items on a bill within 10 days. Company will promptly investigate and work to reconcile any Customer billing problems and/or complaints.

(1) A Customer may contact Company's Customer Service Department by dialing its toll-free number, 1-877-684-4349.

Issued: August 5, 2004

Effective: September 5, 2004

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INTEREXCHANGE RESELLER TOLL TARIFF

G. RESPONSIBILITY OF CUSTOMER (continued)5. Payment and Charges for Service (continued)f. Disputed Bills (continued)

- (2) The date of the dispute shall be the date Company receives sufficient documentation to enable it to investigate the dispute.
- (3) If Customer and Company are unable to resolve the dispute to their mutual satisfaction, Customer may file a complaint with the Public Utility Commission. Customer complaints and/or billing disputes should be filed with the Commission at the following address:

Idaho Public Service Commission
472 W Washington
Boise, ID 83702
(208) 334-0338

(208) 334-3762 - Fax

H. DEPOSITS

Company does not require deposits.

I. TAXES

1. Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of Customer to pay any such taxes that subsequently become applicable retroactively.
 - a. All state and local taxes are listed as separate line items on Customer's bill and are not included in the quoted rate(s). Other taxes, charges and regulatory assessments may be identified in the aggregate on Customer's bill and are not be included in the quoted rate.
 - b. Such taxes, charges, and assessments shall be billed to Customer receiving service within the territorial limits of such State, county, city or other taxing authority. Such billing shall allocate the tax, charge, and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of service made subject to such tax, charge, and/or assessment.
 - c. Rates and charges for Company's services, as stated in Company's rate schedule, do not include federal excise tax or those state and local taxes which are required to be paid at the point of sale. The tariffed rate does include those state and local taxes which are

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Effective: September 5, 2004

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required to be paid on the usage of the underlying telecommunications service when that service originates and terminates within a particular tax jurisdiction.

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J. RESPONSIBILITY OF CARRIER

1. Calculation of Credit Allowance

Pursuant to limitations set forth in Section G (3), when service is interrupted the credit allowance will be computed on the following basis:

- a. No credit shall be allowed for an interruption of less than two hours.
- b. Customer shall be credited for an interruption of two hours or ore for as long as the interruption continues.
- c. When a minimum usage charge is applicable and Customer fails to meet the minimum usage charge because of a service interruption, a credit shall be applied against that minimum usage charge in the following manner. For each period of two hours that the interruption continues the credit shall equal 1/360th of the monthly minimum charge. Note: in this instance a fractional period of more than one hour shall be treated as a two hour period.
- d. If notice of a dispute as to charges is not received in writing by Company within 30 days after billing is received by Customer, the invoice shall be considered correct and binding on Customer, unless extraordinary circumstances are demonstrated.

2. Cancellation of Credit

Where Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

3. Disconnection of Service by Company

Customer's telecommunications service may be disconnected if a bill has not been paid or a payment arrangement has not been entered into within thirty (30) days from the date of mailing of a bill provided proper notice has been given. Company may discontinue and/or suspend service without incurring any liability for any of the following reasons:

- a. Non-payment of an undisputed delinquent account or the undisputed portion of an account where a dispute exists as to part but not all of an amount billed by Company or failure to comply with the terms of a payment arrangement.
- b. Violation of Company's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment, where a reasonable attempt has been made by Company to notify Customer and Customer does not remedy the situation.

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J. RESPONSIBILITY OF COMPANY (continued)3. Disconnection of Service by Company (continued)

- c. Immediately and without notice, where a dangerous condition exists for as long as the condition exists or where service is connected without authority by a person who has not made application for service or who has reconnected service following suspension of service for nonpayment. Where reasonable, given the nature of the hazardous condition, a written statement providing notice of suspension and the reason therefore shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.
- d. Unless otherwise stated, Company will provide Customer with written notice prior to any discontinuation of service. Such notice will be made in accordance with Section 4.7 of the Telephone Rules of the Commission, and will consist of a separate mailing or hand delivery at least ten (10) days prior to stated date of suspension or disconnection. Company will not issue late notices or disconnect notices to Customer earlier than the first day the bill becomes delinquent.
- e. The suspension or discontinuance of service(s) by Company pursuant to this Section does not relieve Customer of any obligation to pay Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.
- f. Upon Company's discontinuance of service to Customer under this Section, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to Company at law or in equity or under any other provision of this Tariff.

K. RESTORATION OF SERVICE

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

L. TIMING OF CALLS

- 1. Start of Billing. Customer's long distance usage charge is based on the actual usage of Company's network. Usage begins when the called party picks up the receiver (i.e., when two-way communication, often referred to as "conversation time," is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as a usage of the network. A call is terminated when the calling or called party hangs up.

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INTEREXCHANGE RESELLER TOLL TARIFF

L. TIMING OF CALLS (continued)

2. Billing Increments. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is one minute for a connected call. Unless otherwise specified in this Tariff, calls are billed in one minute increments thereafter. Billing will be rounded to the nearest penny for each call.

M. START OF BILLING

For billing purposes, the start of service is the day following acceptance by Customer of Company's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by Company of notification of cancellation.

N. INTERCONNECTION

1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitation established by Company. Service furnished by Company is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at Customer's expense.
2. Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' Tariffs. Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided terminal equipment or communications systems with Companies' facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

O. CALCULATION OF DISTANCE

Usage charges for all mileage-sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved.

Formula:

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

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INTEREXCHANGE RESELLER TOLL TARIFF

SECTION III. - RATES AND CHARGESA. Interexchange Service Rates and Charges

1. Prepaid Long Distance Service

Price Per Unit purchased in packs of 2000: (measured in one minute increments)	\$0.0075
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Price Per Unit purchased in packs of 100: (measured in one minute increments)	\$0.075
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2. Prepaid Card Service

Price Per Unit: (measured in one minute increments)	\$0.25
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Surcharges: A per-call surcharge of \$0.50 will apply to Prepaid Card calls made from a payphone.

3. Directory Assistance Service

Rate per directory assistance call:	\$1.50
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4. Operator Service Charges

<u>Call Placement Charge Or Connection Fee</u>
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Station-to-Station	\$3.95
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Person-to-Person	\$4.90
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Collect Station-to-Station	\$3.95
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Collect Person-to-Person	\$4.90
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Third-Party Billing

Station-to-Station	\$3.95
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Person-to-Person	\$4.90
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Operator-Dialed Surcharge	\$1.15
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