

TRIARCH MARKETING, INC.

ORIGINAL SHEET 1  
PSC - ID - TARIFF NO. 2

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TRI-T-10-01

LOCAL EXCHANGE SERVICE

REGULATIONS, RULES AND TARIFF SCHEDULES

OF

INTRASTATE CHARGES

FOR

TRIARCH MARKETING, INC.

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UTILITIES COMMISSION

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ISSUED: February 24, 2010  
ISSUED BY: Tariff Administrator  
508 Spencer Street  
Rayville, Louisiana 71269

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CHECK SHEET

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

<u>SHEET</u>	<u>REVISJON</u>	<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	18	Original	35	Original
2	Original	19	Original	36	Original
3	Original	20	Original	37	Original
4	Original	21	Original	38	Original
5	Original	22	Original	39	Original
6	Original	23	Original	40	Original
7	Original	24	Original	41	Original
8	Original	25	Original	42	Original
9	Original	26	Original	43	Original
10	Original	27	Original	44	Original
11	Original	28	Original	45	Original
12	Original	29	Original	46	Original
13	Original	30	Original	47	Original
14	Original	31	Original	48	Original
15	Original	32	Original		
16	Original	33	Original		
17	Original	34	Original		

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APPLICABILITY

This Tariff contains the descriptions, regulations, service standards and rates applicable to the furnishing of local service and facilities for telecommunications services provided by TRIARCH MARKETING, INC., 508 Spencer Street, Rayville, Louisiana 71269. This Tariff applies for services furnished within the State of Idaho. This Tariff is on file with the Idaho Public Utilities Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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SYMBOLS SHEET

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

D - Delete Or Discontinue

I - Change Resulting In An Increase To A Customer's Bill

M - Moved From Another Tariff Location

N - New

R - Change Resulting In A Reduction To A Customer's Bill

T - Change in Text Or Regulation But No Change In Rate Or Charge

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right hand corner of the sheet. 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 each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
- D. Check Sheets - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the 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. An asterisk (\*) designates all revisions made in a given filing. There will be no other symbols used on this sheet if these are the only changes made to it. The Tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the Commission.



Section 1 Definitions

Certain terms used generally throughout this Tariff are defined below.

Advance Payment: Payment of all or part of a charge required before the start of service.

Call Waiting: Provides the customer with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switch-hook or hanging up the telephone and being rung back by the caller.

Calling Number ID: Provides the Customer with the calling party's telephone number. This information will be displayed only if the Customer provides the appropriate hardware. Such hardware is not available from the Company.

Company: TRIARCH MARKETING, INC. a Louisiana Corporation which is the issuer of this Tariff.

Custom Calling Package: An optional service consisting of Call Waiting and Three-Way Calling.

Customer: The person or other entity that ordered service and is responsible for the payment of charges and for compliance with the Company's Tariff regulations.

Due Date: The date on which a Customer payment is due to the Company.

Local Provider: A company that furnishes exchange telephone service.

Nonpublished Listing: A directory listing which is neither printed in a directory nor available from directory assistance.

Non-Recurring Charges: The one-time initial charges for services including, but not Limited to, charges for installation and special fees for which the Customer becomes liable at the time the Service Order is executed.

Recurring Charges: The monthly charges to the Customer for services that continue for the agreed-upon duration of the service.

Service Order: The request for local exchange services initiated by the Customer in a format specified by the Company.

Services: The Company's telecommunication services offered to the Customer.

Set-Up Charge: A non-recurring charge to establish the Customer's account.

Section 1 Definitions (Continued)

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

Three-Way Calling: The Customer can sequentially call two other people and add them together to make up a three-way call.

Toll Activity Charge: Toll calls are blocked, when service is ordered.

Underlying carrier: The underlying incumbent Local Exchange Carrier, or other alternative carrier, which provides facilities and/or local exchange telephone services to the Company for resale to the Customer.

User: A Customer or any other person authorized by the Customer to use service provided under this Tariff.

## Section 2 Regulations

### 2.1 Scope

The Company undertakes to furnish local exchange communications service in connection with one-way and/or two-way information transmission between points within the State of Idaho under the terms of this Tariff.

Customers may use services and facilities provided under this Tariff to obtain access to services offered by other service providers. The Company is responsible under this Tariff only for the services provided herein, and it assumes no responsibility for any service provided by any other entity.

### 2.2 Limitations

Service is offered subject to the availability of underlying carrier facilities and the provisions of this Tariff.

The Company reserves the right to discontinue furnishing service or limit the use of service necessitated by conditions beyond its control, or when the Customer is using service in violation of the law or the provisions of this Tariff.

### 2.3 Terms and Conditions

Service is provided and billed on a prepaid basis, for a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing or verbally, on not less than thirty days notice. Unless otherwise specified herein, for the purpose of computing charges in this Tariff, a month is considered to have 30 days. All calculations of dates set forth in this Tariff shall be based on, calendar days, unless otherwise specified herein.

There is no billing of customers in arrears. The nature of the business of a prepaid local exchange telephone service is that the service is terminated unless payment is made in advance of the provision of service and the payment must be received by a certain date.

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Section 2 Regulations (Continued)

2.3 Terms and Conditions (Continued)

At the expiration of any term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of his obligation to pay any charges incurred under the Service Order and this Tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

This Tariff shall be interpreted and governed by the laws of the State of Idaho without regard for the State's choice of laws provision.

Another Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company.

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.

2.4 Liability of the Company

The liability of the Company arising out of the furnishing of its services including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the 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 interruption as set forth in Section 2.12 below, unless ordered by the commission. 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 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 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 or facilities offered under this Tariff, and subject to the provisions of Section 2.12, the Company's liability, if any, shall be limited as provided herein.

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Section 2 Regulations (Continued)

2.4 Liability of the Company (Continued)

The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes, any law, order, regulation, direction action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies. riots, wars, unavailability of right-of-ways or materials, or strikes, lockouts, work-stoppages, or other labor difficulties.

The Company shall not be liable for:

- (a) Any act or omission of any entity. Furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers, or
- (b) For the acts or omissions of other common carriers or their employees or agents.

The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), 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, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition to such installations.

Section 2 Regulations (Continued)

2.4 Liability of the Company (Continued)

The Company shall not be liable for any defacement of or damage to the Customer's premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's agents or employees. No agents or employees of other entities shall be deemed to be agents or employees of the Company.

Notwithstanding the Customer's obligations as set forth in Section 2.9.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use or services furnished under this Tariff, including:

- (a) Claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service, and
- (b) Patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others, and
- (c) All other claims arising out of any act or omission of the Customer or others; in connection with any service provided by the Company pursuant to this Tariff.

The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered, unless ordered by the commission.

The Company makes no warranties or representations, expressed or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

The 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, facilities 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.

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Section 2 Regulations (Continued)2.4 Liability of the Company (Continued)

The Company does not guarantee nor make any warranty with respect to service installations at locations of which there is present atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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 Station, terminal equipment or communications system of the Customer or any third-party acting as its agent, to the underlying carrier's network. The Customer shall secure all licenses, permits, rights of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall insure that its equipment and/or system, or that of its agent, is properly interfaced with the Company's service, that the signals emitted into the underlying carrier's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.6 following, and that the signals do not damage Company or underlying carrier's equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting harm to Company or underlying carrier's equipment, personnel, or the quality of service to other Customers, the Company may require the use of protective equipment at the Customer's expense or terminate the Customer's service without liability.



Section 2 Regulations (Continued)

2.4 Liability of the Company (Continued)

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 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;

Mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or

Installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment and facilities furnishing this service.

Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of enhanced 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing enhanced 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

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Section 2 Regulations (Continued)

2.4 Liability of the Company (Continued)

In conjunction with a Non-published Listing, as described in Section 3.4, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

When a Customer with a Non-published Listing as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, when 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.

2.5 Notification of Service-Affecting Activities

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

2.6 Provision of Equipment and Facilities

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

The Company shall use reasonable efforts to cause the underlying carrier to maintain its own facilities which the Company furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, and attempt to repair or otherwise interfere with any of the facilities provided by the underlying carrier or the Company.

Section 2 Regulations (Continued)

2.6 Provision of Equipment and Facilities (Continued)

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

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 facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

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

The reception of signals by Customer-provided equipment.

2.7 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the underlying carrier, its agents or contractors.

2.8 Prohibited Uses

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

Section 2 Regulations (Continued)

2.9 Obligations of the Customer

2.9.1 General

The Customer shall be responsible for:

- A. The payment of all applicable charges pursuant to this Tariff;
- B. Reimbursing the Company for damage to, or loss of the Company's or underlying carrier's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer's premises not caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will upon reimbursement for damages cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
- C. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company or underlying carrier facilities and equipment installed on the premises of the Customer;
- D. Any costs associated with altering the structure to permit installation of the underlying carrier-provided facilities. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for service;
- E. Granting or obtaining permission for underlying carrier or Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of services as stated herein, removing Company or underlying carrier facilities or equipment;

Section 2 Regulations (Continued)

2.9 Obligations of the Customer (Continued)

2.9.1 General (Continued)

- F. Not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's or underlying carrier's equipment or facilities.

2.9.2 Claims

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

- A. Any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agent representatives, or invitees; or
- B. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.10 Reserved For Future Use

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Section 2 Regulations (Continued)2.11 Payment Arrangements2.11.1 Payment for Service

The Customer is responsible for payment of all charges for service provided by the Company to the Customer. 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.

Taxes & Fees

Federal, state, and any local taxes or fees (e.g., gross receipts tax, sales tax, municipal utilities tax), if any, will be added on the customer's bill in addition to the rates listed in this price sheet.

Access Charges

Any access or other charges which are imposed by order of or at the direction of the Federal Communications Commission will be added on the Customer's bill in addition to the rates listed in this price sheet.

2.11.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

All Non-Recurring Charges are due and payable in advance, unless other mutually agreed arrangements were made in advance. All Recurring Charges are due and payable upon request.

The Company shall present bills for Recurring Charges monthly to the Customer in advance of the month for which service is provided.

For Customers whose service is disconnected there will be refund in the amount of whatever balance of the customers service did not get used.

Amounts not paid by the Due Date are considered past due.

A late charge may be assessed on any past due balance.

