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IDAHO PUBLIC
UTILITIES COMMISSION

Idaho Public Utilities Commission
Secretary
472 West Washington Street
Boise, Idaho 83702

RE: TelexFREE, LLC

TXF-T-14-01

Enclosed please find for filing an unstapled original and three (3) copies of TelexFREE, LLC's Application for a Certificate of Public Convenience and Necessity. The company has no local exchange customers in the State of Idaho at this time, and this is a new filing.

APPLICANT HAS ALSO ENCLOSED ONE (1) COPY OF ITS FINANCIAL STATEMENTS IN A SEPARATE ENVELOPE MARKED "CONFIDENTIAL AND PROPRIETARY", AND RESPECTFULLY REQUESTS CONFIDENTIAL TREATMENT OF THE ENCLOSED FINANCIAL INFORMATION. APPLICANT EXPECTS THAT THIS INFORMATION WILL BE RESTRICTED TO COUNSEL, AGENTS AND EMPOLOYEES WHO ARE SPECIFICALLY ASSIGNED TO THIS APPLICATION BY THE COMMISSION.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed self-addressed, stamped envelope. If you have any questions, please do not hesitate to contact me. Thank you for your cooperation in this matter.

Sincerely,

Joseph Isaacs, Consultant
TelexFREE, LLC

4274 Enfield Court, Palm Harbor, Florida 34685
Regulatory Consultants and Attorneys
Phone: (727) 738-5553 Facsimile: (727) 939-2672
www.isg-telecom.com

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF IDAHO

In the Matter of the Application of TELEXFREE, LLC. for a Certificate of Public Convenience and Necessity to Provide Interexchange services throughout the State of Idaho	)))))	Docket No: TXF-T-14-01

APPLICATION OF TELEXFREE, LLC

TelexFREE, LLC, (hereafter referred to as "Telex" or "Applicant"), pursuant to the Idaho Code §§61-526-528, IDAPA 31.01.01.111 and Procedural Order No. 26665, hereby applies to the Idaho Public Utilities Commission ("Commission") for a Certificate of Public Convenience and Necessity to authorize TelexFREE to provide interexchange services in Idaho.

In support of its application, TelexFREE provides the following:

I. Proposed Services

1. Applicant proposes to provide interexchange services throughout the State of Idaho. TelexFREE plans to market to both residential and business customers to provide long distance and toll free service. Service will be provided from the leased network of its underlying national carrier. Applicant may, in the future, also lease transport facilities from ILECs statewide and will do so pursuant to negotiated interconnection agreements.

2. Applicant will use the existing conduits, ducts, rights-of-way, and facilities of other telecommunications carriers, utilities, and municipalities. Applicant will not construct any new, or extend any existing, outside plants in Idaho to provide the services for which it seeks authority.

3. TelexFREE's marketing strategy will be developed and will comply with all Commission rules and regulations in the state of Idaho. TelexFREE will advertise its services through media of general distribution, using television, radio, and local print media. It will also communicate the availability of services, service features, and packages through direct agents. Finally, it will provide details of its offers on its website.

II. Form of Business

4. TelexFREE is a competitive provider of long distance phone services. TelexFREE has not been denied requested certification in any jurisdiction and is currently authorized to provide interexchange telecommunication services in the following states: California, Connecticut, Kentucky, Missouri, North Carolina, Nebraska, Texas and Washington.

5. TelexFREE is a Limited Liability Company, organized under the laws of the state of Nevada.

6. Applicant's legal name is TelexFREE Telephone Company, LLC, with its principal place of business located at 225 Cedar Hill Street, Suite 200, Marlborough, MA 01752, Phone: (508) 460-3333 and Fax: (508) 460-3330.

7. A copy of Applicant's Articles of Incorporation is attached hereto as **EXHIBIT A**.

8. TelexFREE's authority to transact business as a foreign corporation in Idaho is attached hereto as **EXHIBIT B.**

9. TelexFREE's registered agent for service in Idaho is InCorp Services, Inc. at 1524 S. Vista Ave, Suite 12, Boise, ID 83705-2536

10. A list of the names and addresses of TelexFREE's common stockholders owning the greatest number of shares of common stock and the number of shares owned by each is being filed separately as **EXHIBIT** C.

11. TelexFREE's officers are:

Name:	Jim Merrill
Title:	Managing Member, President
Direct Telephone Number:	508-460-3333
FAX Number:	508-460-3330
Email:	Jmerrill@telexfree.com

Name:	Carlos Wanzeler
Title:	Member, CTO
Direct Telephone Number:	508-460-3333
FAX Number:	508-460-3330
Email:	cwanzeler@telexfree.com

12. TelexFREE has no corporation, association or similar organization holding a 5% or greater ownership or management interest.

13. TelexFREE has no subsidiaries.

14. Correspondence pertaining to this Application should be directed to:

Joseph Isaacs % ISG-Telecom Consultants
Phone: 727-738-5553
isaacs@isg-telecom.com

III. Telecommunication Service

15. TelexFREE intends to begin providing service in Idaho after it obtains authorization to do so. Initial plans are to enter into the appropriate service arrangements with Frontier to offer such services.

a. TelexFREE will use the existing conduits, ducts, rights-of-way, and facilities of other telecommunications carriers, utilities, and municipalities. Applicant will not construct any new, or extend any existing, outside plants in Idaho to provide the services for which it seeks authority.

b. Any facilities deployed by TelexFREE will be for gateways to interface to the Public Switched Telephone Network. Additionally, TelexFREE deploys network aggregation routers in each local service area to concentrate and transport telephony traffic from line equipment to its core network for eventual termination to the Public Switched Telephone Network and vice versa. All other networks required to provide service will be leased from other parties.

16. TelexFREE will offer their Long Distance Services to both business and residential customers in the State of Idaho. Services will be available to subscribers twenty-four hours per day, seven days per week, at rates, terms and conditions established by Applicant. Services will be offered and provided in accordance with applicable Idaho statutes and Commission regulations. Applicant's tariff, containing the terms, and conditions, applicable to its customers, and a description of the services offered, will be filed upon a grant of operating authority.

IV. Service Territory

17. TelexFREE initially plans to provide service throughout the State of Idaho. Applicant's service area will be identical to that of the incumbents, and applicant incorporates the incumbents' service area maps by reference hereto. TelexFREE, however, seeks the full range of interexchange authority so that **it** can have flexibility in provisioning its services in the future.

V. Financial Information

19. Financial information demonstrating TelexFREE's financial qualifications is being filed separately as **EXHIBIT D** in a separately sealed envelope Under Seal marked "Confidential and Proprietary". As shown in the attached information, TelexFREE is financially qualified to operate within the State of Idaho.

VI. "Illustrative" Tariff Filings

20. TelexFREE's proposed initial interexchange tariff is attached as **EXHIBIT E.**

VII. Customer contacts

21. TelexFREE's planned service offerings will meet or exceed any applicable Commission quality of service requirements. To ensure top quality service, TelexFREE will be available during regular business hours for customer inquiries. Potential customers can call TelexFREE's toll free number (888) 670-4890 for general questions or billing inquiries. Customers can report technical problems via the same toll free number. TelexFREE will continuously monitor and maintain a high level of control over its network on a 24-hours-a-day, 7-days-a-week basis.

22. TelexFREE has a toll free number available to all consumers 24 hours per day/ 7 days per week at (800) 994-0015.

23. Inquiries from Commission Staff for resolving complaints and matters concerning rates lists and tariffs should be directed to:

Name:	Danielle Gross
Title:	Customer Service Manager
Direct Telephone Number:	508-263-0733
FAX Number:	508-460-3330
Toll FREE:	888-670-4890
Email:	danielle@telexfree.com

VIII. Interconnection Agreements

24. Applicant has no need to negotiate of an interconnection agreement with Frontier on as of the date of this filing.

IX. Compliance with Commission Rules

25. Applicant has reviewed the laws and regulations governing interexchange telecommunications services in Idaho and will provide service in accordance with all laws, rules, and regulations to the extent they are not preempted by the Federal Act.

X. Escrow Account or Security Bond

26. TelexFREE does not require advance payments or deposits; therefore, no escrow account is being filed.

XI. Conclusion

As demonstrated by the application and pursuant to Idaho Code §§61-526-528, IDAPA 31.01.01.111, and Procedural Order No. 26665, TelexFREE's expertise in the telecommunications sector will permit it to select the most economic and efficient services, thereby providing the customers with an excellent combination of price, quality and customer service. Applicant asserts that this application will serve the public interest because the Applicant's provision of local and long distance telecommunications services will increase competition and provide consumers in Idaho with greater choices. It is in the public interest to create competition in the provision of local exchange and interexchange markets. Authorizing Applicant to provide local exchange and interexchange services will result in a greater variety of telecommunications services and products to business and residential consumers in the telecommunications market. Consumers benefit from increased choices among facilities-based local and interexchange providers and competitive, cost based rates. Applicant respectfully requests the Commission

enter an Order granting this Application.

Respectfully submitted,

By: Jim Merrill, Managing Member

Subscribed and sworn before me this 5th day of March, 2014.

Notary Public

My Commission Expires: December 1, 2017

PAUL F. MCGRATH
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires on
December 1, 2017

EXHIBIT "A"
Articles of Incorporation from Nevada SOS

SilverFlume
NEVADA'S BUSINESS PORTAL

TELEXFREE, LLC

New Search | Manage this Business (/businessSearch /manageT7Business?businessEntityNumber=E0380642012-3) | Calculate Fees | Print ()

Business Entity Information			
Status:	Active	File Date:	07/19/2012
Type:	Domestic Limited-Liability Company	Entity Number:	E0380642012-3
Qualifying State:	NV	List of Officers Due:	07/31/2014
Managed By:	Managers	Expiration Date:	
Foreign Name:		On Admin Hold:	No
NV Business ID:	NV20121446825	Business License Exp:	07/31/2014

Additional Information	
Central Index Key	

Registered Agent Information			
Name:	BWFC PROCESSING CENTER, LLC	Address 1:	3960 HOWARD HUGHES PKWY STE 500
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89169
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent - Limited-Liability Corporation		
Jurisdiction:	NEVADA	Status:	Active
View all business entities under this registered agent ()			

Officers			Include Inactive Officers
Manager - JAMES M MERRILL			
Address 1:	4705 S DURANGO DR #100-J51	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89147	Country:	USA
Status:	Active	Email:	
Manager - CARLOS N WANZELER			
Address 1:	4705 S DURANGO DR #100-J51	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89147	Country:	USA
Status:	Active	Email:	

Actions\Amendments
Click here to view 4 actions\amendments associated with this company ()

Disclaimer ()

EXHIBIT "B"

Foreign Corporation status from the Idaho SOS

Exhibit "C"

Stockholders

Currently TelexFREE. LLC has two (2) stockholders

JIM MERRILL	50%
CARLOS WANZELER	50%

EXHIBIT "D"

FINANCIALS FOR THE PERIOD ENDING 12/31/13

CONFIDENTIAL – FILED UNDER SEAL

TELECOMMUNICATIONS SERVICES

TARIFF APPLICABLE TO INTEREXCHANGE SERVICES WITHIN THE STATE OF IDAHO PROVIDED BY TELEXFREE, LLC

Issued: March 25, 2014
Issued By:

Effective: _____, 2014

Jim Merrill, Managing Member
TelexFREE, LLC
225 Cedar Hill Street, Suite 200
Marlborough, MA 01752

CHECKLIST

Tariff sheets are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

PAGE	REVISION NO.	PAGE	REVISION NO.
1	Original	23	Original
2	Original	24	Original
3	Original	25	Original
4	Original	26	Original
5	Original	27	Original
6	Original	28	Original
7	Original	29	Original
8	Original	30	Original
9	Original	31	Original
10	Original	32	Original
11	Original	33	Original
12	Original	34	Original
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		

Jim Merrill, Managing Member
TelexFREE, LLC
225 Cedar Hill Street, Suite 200
Marlborough, MA 01752

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Jim Merrill, Managing Member
TelexFREE, LLC
225 Cedar Hill Street, Suite 200
Marlborough, MA 01752

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

(C) To signify **changed** condition or regulation

(D) To signify **deleted or discontinued** rate, regulation or condition

(I) To signify a change resulting in an **increase** to a Customer's bill

(M) To signify that material has been **moved from** another Tariff location

(N) To signify a **new** rate, regulation condition or sheet

(R) To signify a change resulting in a **reduction** to a Customer's bill

(T) To signify a change in **text** but no change to rate or charge

Jim Merrill, Managing Member
TelexFREE, LLC
225 Cedar Hill Street, Suite 200
Marlborough, MA 01752

TARIFF FORMAT

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

B. **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 its Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.

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

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

D. **Check Sheets** - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the sheets contained in the Tariff with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by 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 if a particular sheet is the most current on file with the Commission.

APPLICATION OF TARIFF

This Tariff contains the rates, terms and conditions applicable to the provision of specialized resold intrastate common carrier telecommunications services by TELEXFREE LLC between various locations within the State of Idaho.

All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offerings.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code: A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

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

Calling Card: A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Commission: Idaho Public Service Commission

Company: TELEXFREE LLC ("Telex")

Credit Card: A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Customer: The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Dedicated Access: Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Disconnect or Disconnection: The termination of a circuit connection between the originating station and the called station or the Company's operator.

Subscriber: See "Customer" definition.

SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Idaho.

2.1.2. Company is a non-facilities-based provider of resold interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.

2.1.3. Company resells access, switching, transport, and termination services provided by interexchange carriers.

2.1.4. Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.

2.1.5. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.1.6. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

2.2. LIMITATIONS OF SERVICE

2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.

SECTION 2 - RULES AND REGULATIONS, Continued

2.2. LIMITATIONS OF SERVICE, Continued

2.2.2. Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this Tariff or the Commission rules.

2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.

2.2.5. Prior written permission from the 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 of service.

2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.3. USE

2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.

SECTION 2 - RULES AND REGULATIONS, Continued

2.3. USE, Continued

2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

2.3.3. Application for service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

2.4. LIABILITIES OF THE COMPANY

2.4.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have thirty (30) days. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.

SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.

2.4.3 Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.

2.4.4. Company shall be indemnified and held harmless by the Customer against:

A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and

B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and

C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

2.4.5. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

2.4.6. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

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

2.4.8. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.

SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

2.4.9. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Idaho law. The Company shall not be responsible for claims made outside the thirty (30) day period. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.

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

SECTION 2 - RULES AND REGULATIONS, Continued

2.5. INTERRUPTION OF SERVICE

2.5.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.

2.5.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.

2.5.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: Credit - (A/720) X B

A - outage time in hours

B - total monthly charge for affected utility

Jim Merrill, Managing Member
TelexFREE, LLC
225 Cedar Hill Street, Suite 200
Marlborough, MA 01752

SECTION 2 - RULES AND REGULATIONS, Continued

2.6. RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.7. MINIMUM SERVICE PERIOD

The minimum service period is one month (30 days).

2.8. PAYMENTS AND BILLING

2.8.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.

2.8.2. The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.

2.8.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty (30) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance.

SECTION 2 - RULES AND REGULATIONS, Continued

2.8. PAYMENTS AND BILLING, Continued

2.8.4. The Customer will be charged a fee not more than allowed by S.C. Code Anns. 34-11-70 whenever a check or draft presented for payment of service is dishonored by the institution upon which it is drawn. The current fee allowed is $30.00.

2.8.5. Billing disputes should be addressed to Company's customer service organization via telephone. Customer service representatives are available from 8:00 AM to 6:00 P.M. Central Time. Messages may be left for Customer Services from 5:01 PM to 7:59 AM Central Time, which will be answered on the next business day. In the event of an emergency that threatens customer service, Customer Service Staff may be paged.

2.8.6. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Idaho Public Service Commission for its investigation at the following address and/or phone number:

Office of Regulatory Staff
Consumer Services Division
1401 Main Street, Suite 900
Columbia, SC 29201
800-922-1531

SECTION 2 - RULES AND REGULATIONS, Continued

2.9. CANCELLATION BY CUSTOMER

2.9.1. Customer may cancel service by providing notice to Company thirty (30) days prior to cancellation.

2.9.2. Customer is responsible for usage charges and associated local exchange company charges, if any, while still connected to the Company's service, even if the customer utilizes services rendered after the Customers request for cancellation has been made.

2.9.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:

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

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

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

2.10. CANCELLATION BY COMPANY

2.10.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:

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

SECTION 2 - RULES AND REGULATIONS, Continued

2.10. CANCELLATION BY COMPANY, Continued

2.10.1. Continued

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

C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or

D. For unlawful use of the service or use of the service for unlawful purposes; or

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

2.10.2. Company may discontinue service according to the following conditions upon five (5) days' notice:

A. For violation of Company's filed tariffs; or

B. For the non-payment of any proper charge as provided by Company's Tariff; or

C. For Customer's breach of the contract for service between the utility and Customer.

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

SECTION 2 - RULES AND REGULATIONS, Continued

2.10. CANCELLATION BY COMPANY, Continued

2.10.4. The Company may refuse to permit collect calling, calling card and third-number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

2.11. INTERCONNECTION

2.11.1. 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 limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

2.11.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

2.12. DEPOSITS AND ADVANCE PAYMENTS

To ensure payment for services, the Company may at any time and at its sole discretion require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of its responsibility for prompt payment of bills. Deposits will only be asked for on dedicated services. Customer deposits would consist of a one week letter of credit, inclusive of one week prepaid estimated usage to be adjusted as usage increases. All deposits will conform to S.C. Reg. 103-631.

SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CREDIT LIMIT

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

2.15. SCHOOLS AND LIBRARIES DISCOUNT PROGRAM

2.15.1. The Schools and Libraries Discount program permits eligible schools (public, private, grades Kindergarten through 12) and libraries to purchase the Company's services offered in this tariff at a discounted rate, in accordance with the Rules adopted by the F.C.C. in its Universal Service Order 97-157, issued May 8, 1997 and the Idaho State Public Service Commission in its Opinion and Order 97-11 Adopting Discounts for Services for Schools and Libraries, issued June 25, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 *et. seq.*

SECTION 2 - RULES AND REGULATIONS, Continued

2.15. SCHOOLS AND LIBRARIES DISCOUNT PROGRAM, Continued

2.15.2. As indicated in the Rules, the discounts will be between twenty (20) and ninety (90) percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

2.15.3. Obligations of eligible schools and libraries are as follows:

A. Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.

B. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.

C. Services requested will be used for educational purposes.

D. Services will not be sold, resold or transferred in consideration for money or any other thing of value.

SECTION 2 - RULES AND REGULATIONS, Continued

2.15. SCHOOLS AND LIBRARIES DISCOUNT PROGRAM, Continued

2.15.4. Obligations of the Company are as follows:

A. Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules are included as an attachment to this tariff.

B. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).

C. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to Idaho State Public Service Commission approval.

2.15.5. Discounted rates for schools and libraries will be based on the following:

A. Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.

B. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.

C. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the F.C.C. Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.

SECTION 2 - RULES AND REGULATIONS, Continued

2.16. HEALTH CARE PROVIDERS' SUPPORT PROGRAM

2.16.1. General

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services available in this Tariff. Such Services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and codified at 47 Code of Federal Regulations (C.F.R.) 54.601 *et. seq,.* and any amendments made thereto.

A. To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC rules.

B. Reduced rates are available only to the extent that they are funded by the federal universal service fund.

C. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible service used by an eligible health care provider.

D. Responsibility of eligible health care providers:

1. Rural health care providers and consortia shall participate in a competition bidding process for all services eligible for reduced rates in accordance with any state and local procurement rules.

SECTION 2 - RULES AND REGULATIONS, Continued

2.16. HEALTH CARE PROVIDERS' SUPPORT PROGRAM, Continued

2.16.1. General, Continued

D. Responsibility of eligible health care providers, Continued

2. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.

3. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.

4. A health care provider that cannot obtain toll-free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.

5. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

E. Responsibility of the Company:

1. The Company shall offer the rates and charges as specified in Section 4 to eligible health care providers to the extent that facilities and Services are available and offered.

2. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.

SECTION 2 - RULES AND REGULATIONS, Continued

2.16. HEALTH CARE PROVIDERS' SUPPORT PROGRAM, Continued

2.16.1. General, Continued

E. Responsibility of the Company, Continued

3. In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to Idaho Commission of Public Utilities approval.

2.16.2. Rates and Charges

The following price adjustments will be available to eligible rural health care providers, except subparagraph C., which shall be available to all eligible health care providers, regardless of location.

A. A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in Idaho State with a population of at least 50,000.

B. An exemption from some mileage charges for any telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, that is necessary for the provision of health care services. The exempted mileage includes the distance between the rural health care provider and the most distant perimeter of the nearest city in Idaho State with a population of 50,000 or more, less the standard urban distance, which is the maximum average diameter of all cities with population of 50,000 or more in the state.

SECTION 2 - RULES AND REGULATIONS, Continued

2.16. HEALTH CARE PROVIDERS' SUPPORT PROGRAM, Continued

2.13.2 Rates and Charges, Continued

B. Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC Rules. Such toll charges are available pursuant to applicable toll tariffs.

2.17. FLEXIBLE PRICING

2.17.1 Flexible pricing sets minimum and maximum rates that can be charged for telephone service. The Company may change a specific rate within the established range of rates on one day's notice to Customers and the Commission.

2.17.2 The Company may change prices at any time subject to regulatory requirements by filing a revised Effective Rate Schedule, Addendum, with the Commission. A rate shall not be changes unless it has been in effect for at least thirty (30) days.

2.17.3 Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations.

2.17.4. A Customer may request that the Company disconnect service that is provided under the flexible pricing due to a price increase. The Customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the Customer notifies the Company of its desire to disconnect service within twenty (20) days of receiving notification of the price increase.

2.18 **MARKETING PRACTICES**

Company intends to comply with SC PSC Order 95-658 with respect to its marketing practices. The Company hereby asserts and affirms that as a reseller of intrastate telecommunications service, the Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in Idaho, and the Company will comply with those marketing procedures, in any, set forth by the Public Service Commission.

SECTION 3 - DESCRIPTION OF SERVICE

3.1. TIMING OF CALLS

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

3.1.2. The minimum call duration for billing purposes for all calls is eighteen (18) seconds with six (6) second billing increments thereafter.

3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.

3.1.4. There is no billing for incomplete calls.

3.2. MINIMUM CALL COMPLETION RATE

Customers can expect a call completion rate of not less than ninety (90) percent during peak use periods for all Feature Group D Equal Access "1 plus" services. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.4 DISTANCE CALCULATIONS

3.3.1. 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.

3.3.2. 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. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

Formula:

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

3.4. SERVICE OFFERING

3.4.1. Switched Access Services

Switched access services allows a customer to establish a communications path between two stations by using uniform dialing plans, as well as access to operator assisted calling.

A. Inbound Switched Service
Inbound switched service receives inbound intrastate calls on switched access lines using 800, 866, 877 or 888 number(s).

B. Outbound Switched Service
Outbound switched service sends outbound intrastate calls on switched access lines by dialing "1+ten digits" for InterLATA calls.

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.5 Operator Services is a service offering subscribers access to operator assisted calling including person-to- person, collect, station-to-station and third number billed calls.

3.6 Directory Assistance is offered as an ancillary service exclusively to the Company's customers. Directory Assistance is accessible by dialing "1", the area code of the desired number and "555-1212."

3.7 PROMOTIONS

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be approved by the Commission with specific starting and ending dates.

SECTION 4 - RATES

4.1. SERVICE CHARGES

General Rate Information

4.1.1 Call Duration

Customers shall be charged a minimum amount for all completed calls equivalent to 6 seconds of their subscribed rate plan with a minimum charge for an initial 18 second interval.

4.1.2 RBOC - ITC Surcharge

Dedicated rates pursuant to this tariff are based upon the condition that the Customer will terminate at least 80% of Customer's total termination usage and originate at least 85% of the Customers total origination usage through a tandem owned and operated by a Regional Bell Operating Company ("RBOC"). The Company shall apply a surcharge of three cents ($0.03) per minute of use to the number of minutes that exceed twenty (20%) percent of the total non-RBOC termination minutes and four cents ($0.04) per minute of use to the number of minutes that exceed fifteen (15%) percent of the total Non-RBOC origination minutes.

4.1.3 Charge for Non-Billable Toll Free Calls

If a Customer's usage of a toll-free number results in the non-billable (non-completed) calls for such toll-free number in any month to be greater than seven (7%) percent of the billable completed calls for such toll-free number in that month, the Company may charge the Customer a non-discounted two cent ($0.02) charge for each non-billable call.

4.1.4 Toll-Free Minimum Usage Charge

If a customer does not use $100.00 of switched inbound toll-free usage in a billing month, then a fifteen ($15.00) dollar minimum usage charge will be billed for each toll-free number terminating to switched local telephone line(s) reserved for the Customer.

SECTION 4 - RATES

4.2 RATE SCHEDULES

		Current Rates	Maximum Rates
4.2.1	Inbound Switched Service		
	Inbound Switched Service	$0.089 per minute	$0.089 per minute
4.2.2	Outbound Switched Service		
	Outbound Switched Service	$0.059 per minute	$0.059 per minute

Jim Merrill, Managing Member
TelexFREE, LLC
225 Cedar Hill Street, Suite 200
Marlborough, MA 01752

SECTION 4 – RATES

4.3 OPERATOR ASSISTED CALLS

Per Call Services and Rates	RATE
Busy Line Verification	$2.00
Operator Verification/Interrupt Service	$2.00
Third Number Billed	$2.00
Collect	$2.00
Person-to-Person	$4.00
Station-to-Station	$2.00
911 Emergency Service	$0.00

Per minute rate $1.00

4.4 DIRECTORY ASSISTANCE

	Min. Per Call	Max. Per Call
Directory Assistance	$1.10	$2.00
Directory Assistance Call Completion	$1.10	$2.00

4.5 MISCELLANEOUS CHARGES

4.5.1. Late Payment Charge

Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance.

4.5.2. Returned Check Charge

The Customer will be charged a fee not more than allowed by S.C. Code Anns. 34-11-70 whenever a check or draft presented for payment of service is dishonored by the institution upon which it is drawn. The current fee allowed is $30.00.

SECTION 4 – RATES

4.6 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis, and made part of this Tariff.