

Vycera Communications, Inc.
12750 High Bluff Drive, Suite 200
San Diego, CA 92130

Idaho P.U.C. Price List No. 1

Original Sheet No. 1

RECEIVED
FILED



2005 JUN -7 PM 4: 30

IDAHO PUBLIC
UTILITIES COMMISSION

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO

TELECOMMUNICATIONS SERVICES

WITHIN

THE STATE OF IDAHO

This Price List applies to the Telecommunications Services furnished by Vycera Communications, Inc. ("Carrier" or "Company"), between one or more points in the State of Idaho. This Price List is on file with the Idaho Public Utilities Commission ("Commission") and copies may be inspected during normal business hours at the Company's principal place of business 12750 High Bluff Drive, Suite 200, San Diego, California 92130-2083, (858) 792-2400, or toll-free (800) 705-3500. A copy of this Price List schedule will be available for public inspection in the Company's business office during regular business hours.

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

CHECK SHEET

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

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	32	Original
2	Original	33	Original
3	Original	34	Original
4	Original	35	Original
5	Original	36	Original
6	Original	37	Original
7	Original	38	Original
8	Original	39	Original
9	Original	40	Original
10	Original	41	Original
11	Original	42	Original
12	Original	43	Original
13	Original	44	Original
14	Original	45	Original
15	Original	46	Original
16	Original	47	Original
17	Original	48	Original
18	Original	49	Original
19	Original	50	Original
20	Original	51	Original
21	Original	52	Original
22	Original	53	Original
23	Original	54	Original
24	Original	55	Original
25	Original	56	Original
26	Original	57	Original
27	Original	58	Original
28	Original	59	Original
29	Original	60	Original
30	Original		
31	Original		

*New or revised pages.

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

CHECK SHEET (Cont'd.)

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
61	Original		
62	Original		
63	Original		
64	Original		
65	Original		
66	Original		
67	Original		
68	Original		
69	Original		
70	Original		
71	Original		
72	Original		
73	Original		
74	Original		
75	Original		

*New or revised pages.

TABLE OF CONTENTS

<u>Subject Matter</u>	<u>Page No.</u>
Title Sheet	1
Check Sheet	2
Table of Contents	4
Symbols Used In This Price List	6
Preliminary Statement	7
Section 1 - Definitions	8
Section 2 - General Regulations	11
2.1 Description of Service.....	11
2.2 Application for Service	12
2.3 Contracts	13
2.4 Establishment and Reestablishment of Credit	13
2.5 [Reserved for Future Use].....	14
2.6 Rendering and Payment of Bills	17
2.7 Disputed Bills.....	19
2.8 Discontinuance and Restoration of Service	20
2.9 Limitation of Liability.....	23
2.10 Allowances for Interruptions in Service	28
2.11 Privacy Notices	31
2.12 Unauthorized Use	32
2.13 [Reserved for Future Use].....	32
2.14 Minimum Period	32
2.15 Taxes, Surcharges and Other Fees.....	33

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

TABLE OF CONTENTS (Cont'd.)

<u>Subject Matter</u>	<u>Page No.</u>
Section 3 - Description of Services and Rates	34
3.1 Residential Flat Rate Service – Qwest Corporation Service Area.....	34
3.2 [Reserved for Future Use].....	37
3.3 [Reserved for Future Use].....	39
3.4 Changes, Service Restoration	46
3.5 [Reserved for Future Use].....	47
3.6 Directory Listings	48
3.7 Non-Published Service.....	48
3.8 Custom Calling Services.....	49
3.9 Operator Services.....	57
3.10 Equal Access.....	63
3.11 [Reserved for Future Use].....	66
3.12 Returned Check Charge	67
3.13 [Reserved for Future Use].....	68
3.14 [Reserved for Future Use].....	70
3.15 [Reserved for Future Use].....	72
3.16 [Reserved for Future Use].....	72
Section 4 - Miscellaneous Service Offerings	73
4.1 Temporary Promotional Programs.....	73
4.2 Individual Case Basis Arrangements	73
Section 5 - Resold InterLATA Intrastate and Toll Services.....	74

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SYMBOLS USED IN THIS PRICE LIST

- (C) To signify changed listing, term, or condition which may affect rates or charges.
- (D) To signify discontinued material.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of Price List with no change.
- (N) To signify new material.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate.

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

PRELIMINARY STATEMENT

Vycera Communications, Inc. has been granted authority by the Idaho Public Utilities Commission to provide local exchange and interexchange services within the State of Idaho. This schedule contains effective rates and regulations together with information relating to and applicable to intrastate telecommunications service provided by the Company in Idaho.

SECTION 1 - DEFINITIONS

Access: Connection to one carrier by a second carrier to obtain the services of any or all network facilities and services within the network, including unbundled elements.

Access Service Request ("ASR"): A written request for special access services executed by the Customer and the Company in the format devised by the Company. The signing of an ASR by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Price List, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed ASR, the Company will then request the Customer to submit one.

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

Applicant: An individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

Authorized User: A person, firm or corporation that is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively.

Business Hours: The time after 8:00 A.M. and before 6:00 P.M., Monday through Friday, excluding holidays.

Commission: The Idaho Public Utilities Commission.

Company: "Company" or "Utility" means Vycera Communications, Inc.

Customer: The firm, company, corporation, or other entity that contracts for service under this Price List and that is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this Price List.

Dedicated or Private Line: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Deposit: A cash or equivalent of cash security held as a guarantee for payment of the charges.

Delinquent or Delinquency: An account for which payment has not been paid in full on or before the last day for timely payment.

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 1 - DEFINITIONS (Cont'd)

End User or User: A Customer, joint user, or any other person authorized by a Customer to use service provided under this Price List.

Exchange Telephone Company or Telephone Company: Any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Hunting Service: An arrangement to search multiple lines of the same class of service and of the same Customer for a vacant line for each incoming call.

ICB or Individual Case Basis: A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

IXC or Interexchange Carrier: A long distance telecommunications services provider.

Kbps: Kilobits per second, denotes thousands of bits per second.

Local Access Transport Area ("LATA"): A Local Access and Transport Area established pursuant to the Modification 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 Association, Inc. Tariff F.C.C. No. 4.

Local Interconnection Trunking Service: A local circuit administration point, other than a cross-connect or an information outlet, that provides capability for routing and re-routing circuits.

Mbps: Megabits, denotes millions of bits per second.

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

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 1 - DEFINITIONS (Cont'd)

Network: Refers to the Company's facilities, equipment, and services provided under this Price List.

Network Service: Intrastate communications service providing one-way and/or two-way information transmissions originating from points within the State of Idaho.

Non-Published or Non-Listed Service: The term "non-published" or "non-listed" service means service that is not accompanied by inclusion of the Customer's name, address, or telephone number in a published directory or directory assistance data base.

Non-Recurring Charge ("NRC"): The initial charge, usually assessed on a one-time basis, to initiate and establish service.

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 Price List, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

Service Order: The written request for dedicated 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 Price List, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

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

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 2 - GENERAL REGULATIONS

2.1 Description of Service

- 2.1.1 The Company provides residential local exchange telephone services between points within Idaho, in those areas where Qwest Corporation serves as the incumbent local exchange carrier.
- 2.1.2 The application of residential rates to the services provided the Company is governed by the actual or obvious use made of the service by the Customer. Residential service will not be provided to a business premises or to portions of residential premises used primarily or largely for business purposes.
- 2.1.3 The Company's services are furnished subject to the condition that they will not be used for any unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If the Company receives other evidence giving reasonable cause to believe that such services are being or are likely to be so used, it will either discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 2 - GENERAL REGULATIONS (Cont'd)

2.2 Application for Service

- 2.2.1 Applicants requesting new or additional services from the Company may be required to provide identification acceptable to the Company and to sign a completed service order. In addition, Applicants may be required to meet credit or deposit requirements as set forth in this Price List.
- 2.2.2 At the time of all initial contacts for service, Applicants will be informed of the basic services available to the class of Customer to which the Applicant belongs. In addition, Applicants will be informed of their right to request blocking of access to 900 and 976 pay-per-call information services and that such blocking is free of charge for residential Customers.
- 2.2.3 In the event the Company, at its sole option, accepts an oral request for service, the Company will, within 10 business days of initiating the service order, provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges that will appear on the Customer's bill. The letter will be in the language in which the sale was made.
- 2.2.4 Within 10 business days of initiating service, the Company will provide all new Customers with a written statement of all material terms and conditions that could affect what the Customer pays for local exchange services provided by the Company.
- 2.2.5 Applicants whose requests for service are accepted by the Company are responsible for all charges for services provided by the Company, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. In the event an Applicant cancels, changes, defers, or modifies any request for service before the service commences, the Applicant remains responsible for any nonrecoverable costs incurred by the Company in meeting the Applicant's request prior to cancellation, change, deferral, or modification, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. Notwithstanding the foregoing, an Applicant will not be liable for any charges or nonrecoverable costs that were not disclosed to the Applicant by the Company before initiating service.
- 2.2.6 Applicants who are denied service due to failure to establish credit or pay a deposit will be given the reason for the denial in writing within 10 days of the denial of service.

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 2 - GENERAL REGULATIONS (Cont'd)

2.3 Contracts

Company and a Customer may enter into a contract for service to be provided under a specified rate plan for a specified term, which term may be automatically renewed if agreed to by the parties. Unless otherwise provided, contracts may be terminated by the Customer only upon providing the Company with 30 days' advance written notice. In the event the effective date of termination is prior to the end of the current contract term, the Customer will be liable for a termination fee equal to the sum of the recurring service charges specified for the remainder of the contract.

2.4 Establishment and Reestablishment of Credit

Each Applicant must provide credit information satisfactory to the Company.

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 2 - GENERAL REGULATIONS (Cont'd)

2.5 [Reserved for Future Use]

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 2 - GENERAL REGULATIONS (Cont'd)

2.5 [Reserved for Future Use]

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 2 - GENERAL REGULATIONS (Cont'd)

2.5 [Reserved for Future Use]

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 2 - GENERAL REGULATIONS (Cont'd)

2.6 Rendering and Payment of Bills

2.6.1 Customer Bills

- A. Customers' bills are issued monthly. The Customer will receive bills on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Customer. Each bill contains monthly recurring charges billed in advance, usage charges billed in arrears, and the last date for timely payment. Recurring charges will be prorated in the event that the service for which the charges are made is less than 30 days. The Company will be identified on each bill. Each bill will prominently display a toll-free number for service or billing inquiries, along with an address where the Customer may write. If the Company uses a billing agent, the Company will also include the name of the billing agent. Each bill will contain the following information: payment due date and the total amount due; billing detail including the period of service covered by the bill; late payment charge and when applied; applicable taxes, fees and surcharges and identification of charges for which non-payment will not result in disconnection of basic local exchange service.
- B. Bills are due and payable as specified on the bill, no less than fifteen (15) days after the date of the bill issuance or twelve (12) days after the date of mailing, whichever is later. Bills may be paid by mail or in person at the Company's business office or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 2 - GENERAL REGULATIONS (Cont'd)

2.6 Rendering and Payment of Bills (Cont'd.)

2.6.1 Customer Bills (Cont'd.)

- C. Charges deemed delinquent will be subject to a late payment charge accruing at the rate of one and a half percent (1.5%) per month from the due date on all delinquent amounts.
- D. A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, except charges for collect calls, credit card calls, third party calls and "error file" calls (those that cannot be billed due to the unavailability of complete billing information to the Company), which shall have a six-month backbilling period.
 - (1) When the billing for service has not been determined accurately because of omission or negligence, Company shall offer and enter into reasonable payment arrangements with Customer using the following criteria: (a) whenever Company overbills Customer for the service, Company shall offer Customer choice of an immediate voucher refund when the amount exceeds the charges for two months of basic local exchange service, or a credit on future bills; and (b) whenever Company underbills Customer for service, Customer shall be allowed to make installment payments when the amount exceeds the charges for two months of basic local exchange service. Any installment payments under the provisions of this subsection may, at the option of Customer, extend over a time period equal in length to the period over which the errors were accumulated. The amount due would include no interest.
- E. The Company will notify Customers in writing of a change in ownership or identity in the Company's next monthly billing cycle.

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 2 - GENERAL REGULATIONS (Cont'd)

2.7 Disputed Bills

2.7.1 In the case of a billing dispute between the Customer and the Company for service furnished to the Customer that cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to ninety (90) days (commencing five (5) days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action.

- A. First, the Customer may request and the Company will provide an in-depth review of the disputed amount. The Company has available a toll-free number 1-800-705-3500 for Customer service inquiries.
- B. Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Idaho Public Utilities Commission
Consumer Assistance Section
PO Box 83720
Boise, Idaho 83720-0074
Phone: (800) 432-0369 (toll-free call within Idaho) or (208) 334-0369
Fax: (208) 334-4045
Web Site: <http://www.puc.state.id.us/scripts/polyform.dll/cons>

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 2 - GENERAL REGULATIONS (Cont'd)

2.8 Discontinuance and Restoration of Service

2.8.1 Discontinuance by Customers

- A. Customers may discontinue service by giving the Company proper notice as specified in the Company's Price List. The Customer is responsible for payment of all charges incurred for the period during which service is rendered. In addition, if termination occurs prior to the end of a current contract term, the Customer may be liable for a termination fee as provided in Section 2.3.
- B. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Customer.

2.8.2 Discontinuance by the Company

- A. Local service may not be discontinued: (1) for nonpayment of unregulated competitive activities; (2) for failure to pay amounts in dispute while a complaint over that service filed pursuant to Rule 402 of the Idaho Telephone Customer Relations Rules (IDAPA 31.41.01) is pending before the Commission; or (3) while a case placing at issue payment for that service is pending before a court in the State of Idaho.
- B. The Company may discontinue service with notice, which shall consist of no less than two (2) notices – the first of which shall be mailed at least seven (7) days prior to the disconnection of service date and the second of which shall be provided at least twenty four (24) hours prior to disconnection and may be conveyed to the Customer by telephone– under the following circumstances:
 - (1) Nonpayment of any sum due to the Company for service more than 30 days beyond the due date.
 - (2) A violation of, or failure to comply with, any regulation governing the furnishing of service.
 - (3) Failure to post a required deposit or guarantee.
 - (4) In the event that the Customer supplied false or inaccurate information of a material nature in order to obtain service.
 - (5) Incurring charges not covered by a deposit or guarantee and evidencing an intent not to pay such charges when due.
 - (6) Any violation of the conditions governing the furnishing of service.
- C. Notwithstanding anything to the contrary contained herein, the Company shall not discontinue or disconnect basic local exchange service for a late payment amount of less than fifty dollars (\$50.00).

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 2 - GENERAL REGULATIONS (Cont'd)

2.8 Discontinuance and Restoration of Service (Cont'd)

2.8.2 Discontinuance by the Company (Cont'd)

- D. The Company may discontinue service without notice under the following circumstances:
1. Condition immediately dangerous or hazardous to life, physical safety, or property exists, or it is necessary to prevent a violation of federal, state or local safety or health codes.
 2. Company is ordered to terminate service by any court, the Commission, or any other duly authorized public authority.
 3. The service(s) was (were) obtained, diverted or used without the authorization or knowledge of Company.
 4. Company has tried diligently to meet Commission notice requirements, but has been unsuccessful in attempt to contact the Customer.
 5. The Customer has misrepresented the Customer's identity for purposes of obtaining telephone service and has no or an inadequate security deposit on file with Company and has an outstanding bill exceeding one hundred dollars (\$100.00).
- E. Service may be discontinued on or after the date specified in the notice of discontinuance, which date will be at least as many days as required by Section 2.8.2.B above. Service may be discontinued only between 8 am and 4 pm on weekdays, and never after 12 noon on Friday, any Saturday, Sunday, any day before a legal holiday, a legal holiday, or any other day when the Company's offices are not available to facilitate reconnection of service.
- F. Subject to the availability and continuation of such service from the underlying facilities-based carrier, a residential Customer whose service is discontinued under this section will continue to receive access to 911 service at no charge until such time as service is rendered by another carrier.
- G. The Company will impose a service discontinuation charge in accordance with its Price List upon discontinuation of service by the Company under this Section.
- H. Company shall postpone discontinuance of basic local exchange service to Customer for 30 days from the date of a certificate by a licensed physician which states that discontinuance of service will aggravate an existing medical emergency or create a medical emergency for Customer, a member of Customer's family, or other permanent resident on the premises where service is rendered. This postponement may be limited to 60 days within a continuous 12 month period or a lesser period agreed upon by the LEC and the customer or physician. This notice or certificate of medical emergency must be in writing and show clearly the name of the person whose illness would be exacerbated by discontinuance of service, and the name, title, and signature of the person giving notice of or certifying the medical emergency.

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 2 - GENERAL REGULATIONS (Cont'd)

2.8 Discontinuance and Restoration of Service (Cont'd)

2.8.3 Restoration of Service

The Company will restore service to a Customer upon full payment of all amounts due and the Customer's payment of a deposit or reestablishment of credit. However, the Company may refuse to accept a personal check if the Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months.

2.8.4 Notices

Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written. Notices to discontinue service for nonpayment of bills will be provided in accordance with the terms and conditions set forth in Section 2.8.2.B. Each notice will include all of the following information:

- A. The reason(s), citing Commission rules, why service will be terminated and the proposed date of termination;
- B. Actions the Customer may take to avoid termination;
- C. That a certificate notifying the Company of a serious illness or medical emergency in the household may delay termination;
- D. That an informal or formal complaint concerning termination may be filed with the telephone company or the Commission, and that service will not be terminated on grounds relating to the dispute between the Customer and Company before resolution of the complaint (the Commission's address and telephone number shall be given to Customer);
- E. That Company is willing to make payment arrangements (in a written notice this statement shall be in bold print); and
- F. That for purposes of disconnection, partial payments will be applied toward local exchange service charges first, unless the Customer requests otherwise, and that charges for services other than local exchange services cannot be used as a basis for disconnection.

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 2 - GENERAL REGULATIONS (Cont'd)

2.9 Limitation of Liability

2.9.1 Liability of the Company

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.10.

- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.10, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

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

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 2 - GENERAL REGULATIONS (Cont'd)

2.9 Limitation of Liability (Cont'd)

2.9.1 Liability of the Company (Cont'd)

D. The Company shall not be liable for any claims for loss or damages involving:

1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
3. Any unlawful or unauthorized use of the Company's facilities and services;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 2 - GENERAL REGULATIONS (Cont'd)

2.9 Limitation of Liability (Cont'd)

2.9.1 Liability of the Company (Cont'd)

D. (Cont'd)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A of this Subsection 2.9.1.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Price List;

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 2 - GENERAL REGULATIONS (Cont'd)

2.9 Limitation of Liability (Cont'd)

2.9.1 Liability of the Company (Cont'd)

D. (Cont'd)

11. Any act or omission in connection with the provision of 911, E911, or similar services;
12. Any noncompletion of calls due to network busy conditions;
13. Any calls not actually attempted to be completed during any period that service is unavailable.

E. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, 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, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, 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, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 2 - GENERAL REGULATIONS (Cont'd)

2.9 Limitation of Liability (Cont'd)

2.9.1 Liability of the Company (Cont'd)

- G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- I. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 2 - GENERAL REGULATIONS (Cont'd)

2.10 Allowances for Interruptions in Service

2.10.1 General

If Customer's local telephone service quality deteriorates to such an extent that Customer cannot make local calls or cannot receive local calls or cannot use the service for voice grade communication because of cross-talk, static or other transmission problem, Company shall respond to Customer's report of such a "service outage" as set forth in this Section 2.10.

2.10.2 Company Response to Service Outage

Company shall provide for the receipt of customer trouble reports at all hours and make a full and prompt investigation of and response to all reports.

2.10.3 Repair Commitments

Company shall make every reasonable attempt to fulfill repair commitments to Customers. Customers shall be timely notified of unavoidable changes. Failure to meet a repair commitment does not relieve Company of the credit provisions, unless Customer fails to keep an appointment Customer agreed to when the original commitment was made.

2.10.4 Repair Service Standards

- A. When Company is informed by Customer of a service outage, Company shall:
1. Restore service within sixteen (16) hours after the report of the outage if Customer notifies Company that the service outage creates an emergency for the Customer; or
 2. Restore service within twenty-four (24) hours after the report of the outage if no emergency exists, except that outages reported between noon on Saturday and 6:00 p.m. on the following Sunday must be restored within forty-eight (48) hours or by 6:00 p.m. on the following Monday, which ever is sooner.
- B. If Company does not restore service within the times required, Company shall credit Customer's account for an amount equal to the monthly rate for one (1) month of basic local exchange service.

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 2 - GENERAL REGULATIONS (Cont'd)

2.10 Allowances for Interruptions in Service (Cont'd)

2.10.5 Extenuating Circumstances

- A. Following disruption of telephone service caused by natural disaster or other causes not within the Company's control and affecting large groups of Customers, or in conditions where the personal safety of an employee would be jeopardized, Company is not required to provide the credit as long as it uses reasonable judgment and diligence to restore service, giving due regard for the needs of various Customers and the requirements of the telecommunications service priority (TSP) program ordered in FCC Docket 88-341 (47 C.F.R. Part 64 Appendix A).

- B. When a Customer causes the Customer's own service outage or does not make a reasonable effort to arrange a repair visit within the service restoration deadline, or when Company determines that the outage is attributable to Customer's own equipment or inside wire, Company is not required to provide credit to that Customer.

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 2 - GENERAL REGULATIONS (Cont'd)

[RESERVED FOR FUTURE USE]

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 2 - GENERAL REGULATIONS (Cont'd)

2.11 Privacy Notices

- 2.11.1 The Company will furnish Customers with a written description of how it handles Customers' private information and a disclosure of any ways that such information might be used or transferred that would not otherwise be obvious to the Customer. This information will be provided at the time service is initiated and annually thereafter.
- 2.11.2 Any residential Customer who gives written consent for the release of one or more of the foregoing categories of personal information will, upon written request, be informed by the Company of the identity of the person or corporation to whom any such information has been released. The Company will notify each residential Customer who is requested to consent to the release of such information of the provisions of this paragraph. Consent for the release of such information may be rescinded by the Customer upon 30 days' written notice to the Company.
- 2.11.3 The Company will provide an annual written notice to all Customers that use of 800, 888, and 900 numbers may result in disclosure of the Customer's telephone number to the called party.
- 2.11.4 The Company will provide Customers with notice prior to participating in the provision of call identification services that: (i) callers using the Company's service may withhold display of the calling telephone number, on an individual call basis, from the telephone instrument of the individual receiving a telephone call by dialing *67 as the first three digits of the number being called; (ii) Customers may request that the Company withhold display of the calling number, on a per line basis, from the telephone instruments of all individuals receiving telephone calls dialed over the Customer's line, and in such case, callers using the line may allow display of the calling telephone number, on an individual call basis, by dialing *82 as the first three digits of the number being called; and, (iii) there is no charge for withholding display of the calling number in accordance with this section.

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 2 - GENERAL REGULATIONS (Cont'd)

2.11 Privacy Notices (Cont'd)

2.11.5 The foregoing provisions do not apply to: (i) identification services used within the same limited system, including, but not limited to, a Centrex or private branch exchange system, as the recipient telephone; (ii) identification services that are used on public agencies' emergency telephone lines or on lines that receive the primary emergency telephone number (911); (iii) identification services provided in connection with legally sanctioned call tracing or tapping procedures; and (iv) identification services provided in connection with 800, 888, or 900 access code services.

2.12 Unauthorized Use

Any individual who uses or receives the Company's service, other than under the provisions of an accepted application for service and a current Customer relationship, shall be liable for both the price listed cost of the service received and the Company's cost of investigation and collection.

2.13 [RESERVED FOR FUTURE USE]

2.14 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this Price List. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 2 - GENERAL REGULATIONS (Cont'd)

2.15 Taxes, Surcharges and Other Fees

The Customer is responsible for the payment of Federal excise taxes, gross receipts, access, state and local sales and use taxes and all taxes, fees, surcharges (however designated) and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporations. 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. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the price listed rates. It should be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

Idaho Telecommunications Service Assistance Program ("ITSAP") Uniform Surcharge

The Customer will be assessed a monthly fee to support Idaho's ITSAP discount program. This fee will be a charge per access line per month as determined by the Commission pursuant to Idaho Code Sec. 56-901(1). Customers who subscribe to Idaho's ITSAP discount program are not subject to the ITSAP Uniform Surcharge.

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 3 – DESCRIPTION OF SERVICES AND RATES

3.1 Residential Flat Rate Service – Qwest Corporation Service Area

3.1.1 Applicability

These rates are applicable to flat rate single line local exchange residential service in the Qwest Corporation exchange areas as shown and defined in its current and effective price lists on file with the Idaho Public Utilities Commission.

3.1.2 Rates

- A. Service Establishment to process an order for service (per line, per order): \$30.00
- B. Number Change (per line, per change): \$13.50
- C. Service Charge (per line, per month):¹

<u>Rate Groups</u>	<u>Monthly Recurring Charge</u>
1	\$11.49
1-A	\$12.62
2	\$17.50

- C-1. Bundled Package Service Charge-Linea Economica/Economy Line^{1,2}
(per line, per month): \$27.95
- C-2. Save Bundled Package Service Charge^{1,2}
(per line, per month): \$25.95

¹ – Includes unlimited calling between points in Customer’s Local Calling Area.

² - Includes Flat Rate Local Service and Long Distance Calling Plan, Save Plan SV5 or Linea Economica V50 (i.e., there will be no separate Long Distance Monthly Recurring Charge; however, usage charges for long distance shall apply). This package also includes Caller ID, Call Waiting, Call Waiting ID and Monthly Recurring Charge for Linea Mexicana Service. Linea Mexicana is a service regulated by the Federal Communications Commission.

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.1 Residential Flat Rate Service – Qwest Corporation Service Area (Cont'd.)

3.1.3 [Reserved for Future Use]

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.1 Residential Flat Rate Service – Qwest Corporation Service Area

3.1.4 Special Terms and Conditions

- A. The Company will waive an applicable Local Migration Charge associated with a Customer's initiation of local service with the Company if the Customer continues to receive local service from the Company for at least ninety (90) consecutive days beginning on the day the Customer's local service is initiated with the Company. The applicable charge will appear on the Customer's first invoice with an immediate credit of the same charge. If a Customer fails to receive local service for at least ninety (90) consecutive days, the charge will be re-imposed, and payment will be required, on the Customer's final invoice.

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.2 [RESERVED FOR FUTURE USE]

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.2 [RESERVED FOR FUTURE USE]

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.3 [RESERVED FOR FUTURE USE]

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.3 [RESERVED FOR FUTURE USE]

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.3 [RESERVED FOR FUTURE USE]

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.3 [RESERVED FOR FUTURE USE]

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.3 [RESERVED FOR FUTURE USE]

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.3 [RESERVED FOR FUTURE USE]

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.3 [RESERVED FOR FUTURE USE]

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.4	<u>Changes, Service Restoration</u>	<u>Charge</u>
3.4.1	To change class, type, or grade of service (per line or trunk, per order):	
	Residential	\$13.50

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.5 [RESERVED FOR FUTURE USE]

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.6 Directory Listings

The Company does not publish a directory or provide other similar listings of its Customers. However, the Company will arrange for Customers, other than Customers requesting non-published service, to be listed in the directories and directory assistance records of Qwest Corporation in accordance with their listing service tariff or price list schedules, subject to availability of such listing services to Company's Customers. The Company hereby concurs in such schedules on file with the Commission that are current and effective as of the effective date of this Price List page. Customers are responsible for payment of all rates and compliance with all terms and conditions set forth in such schedules.

3.7 Non-Published Service

At the request of the Customer, the Customer's name, address, and telephone number will not be listed in any directory or directory assistance records available to the public, except that the number may be included in reference listings. However, such information, along with call forwarding information from such numbers, will be released in response to legal process or to certain authorized governmental agencies.

Non-Published Service Charge	(installation fee):	\$25.00
	(per line, per month):	\$1.25

Non-Listed Service Charge	(installation fee):	\$25.00
	(per line, per month):	\$0.75

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.8 Custom Calling Services

3.8.1 Custom Calling Features

Custom Calling Features are offered subject to availability from Company's underlying carrier where service is furnished through resale.

A. Call Forwarding

Call Forwarding allows for the automatic forwarding (transfer) of all incoming calls to another telephone number. The line can be restored to normal operation at any time.

Busy Call Forwarding allows the forwarding of incoming calls when the line is busy. The forwarded number is fixed by the service order.

Select Call Forwarding allows the automatic forwarding (transfer) of calls from up to ten preselected numbers to another telephone number. The line can be restored to normal operation at any time.

B. Call Waiting

Call Waiting sends a tone signal while a call is in progress to indicate a second call is waiting; and by operation of the switchhook, to place the first call on hold and answer the waiting call. Operation of the switchhook permits passage back and forth between the two calls, but a three-way call cannot be established.

Cancel Call Waiting allows the dialing of an activation code prior to making a call, to cancel the Call Waiting feature. Cancel Call Waiting must be activated each time Call Waiting is canceled.

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.8 Custom Calling Services (Cont'd)

3.8.1 Custom Calling Features (Cont'd)

C. Three-Way Calling

Three-Way Calling allows the addition of a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The initiator of the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. This feature may be used on both incoming and outgoing calls.

D. Repeat Dialing

Repeat Dialing allows calls to be automatically redialed when the first attempt reaches an busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the originating telephone line with a distinctive ringing pattern when the busy number and the originating line are free.

E. Calling Number Blocking

Call Number Blocking allows the automatic blocking of incoming calls from up to ten preselected telephone numbers. The list of numbers can be changed at any time. Callers whose numbers have been blocked will hear a recorded message and no usage charges will apply.

F. Call Return

Call Return allows the return of a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. A distinctive ringing pattern signals when the busy number is free. When answered, the call is then completed. The calling party's number is not delivered or announced to the call recipient.

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.8 Custom Calling Services (Cont'd)

3.8.2 Regulations

- A. Custom Calling Services are only provided for basic access line services.
- B. Local, message unit, zone calling unit, and toll usage charges apply for completed calls between: (1) call forwarding equipped lines and the numbers to which calls are forwarded, and (2) originating stations and call forwarding equipped lines.
- C. Repeat Dialing and Call Return will operate only when both the caller and the called party are served from capable switches.

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.8 Custom Calling Services (Cont'd)

3.8.3 Rates

The following monthly rates are in addition to the rates and charges for the associated service.

	<u>Non-Recurring Charge</u>	<u>Monthly Rate</u>
Call Forwarding:		
- each residential line	-----	\$3.00
Call Forwarding Select		
- each residential line	-----	\$3.50
Call Curfew		
- each residential line	-----	\$3.95
Do Not Disturb		
- each residential line	-----	\$3.95
Dial Lock		
- each residential line	-----	\$3.95
Custom Ringing		
- each residential line	-----	\$5.00
Additional Listing		
- each residential line	-----	\$1.50

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.8 Custom Calling Services (Cont'd)

3.8.3 Rates (Cont'd)

	<u>Non-Recurring Charge</u>	<u>Monthly Rate</u>
Caller ID		
- each residential line	-----	\$6.95
Caller ID with Privacy		
- each residential line	-----	\$9.95
Call Waiting		
- each residential line	-----	\$5.50
Call Waiting – Selective with ID		
- each residential line	-----	\$5.50
Call Waiting – Talking Call Waiting*		
- each residential line	-----	\$2.95
Call Waiting Deluxe		
- each residential line	-----	\$5.50
Call Waiting ID		
- each residential line	-----	\$5.50
Three-Way Calling		
- each residential	-----	\$3.50
Speed Calling (8-Code Capacity)		
- each residential line	-----	\$2.00
Speed Calling (30-Code Capacity)		
- each residential line	-----	\$3.50

* - Monthly rate is in addition to Call Waiting monthly rate.

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.8 Custom Calling Services (Cont'd)

3.8.3 Rates (Cont'd)

	<u>Non-Recurring Charge</u>	<u>Monthly Rate</u>
Priority Call		
- each residential line	-----	\$3.50
Repeat Dialing		
- each residential line	-----	\$3.50
Call Return		
- each residential line	-----	\$4.00
Call Blocker/Selective Call Rejection		
- each residential line	-----	\$4.50
Security Call Screen		
- each residential line	-----	\$2.95
Message Notification		
- each residential line	-----	\$4.95
Voice Mail		
- each residential line	-----	\$7.95
Voice Mail with Message Waiting Visual Indicator		
- each residential line	-----	\$7.95
Anywhere Voice Mail		
- each residential line	\$10.00	\$14.90

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.8 Custom Calling Services (Cont'd)

3.8.4 Usage Sensitive Custom Calling Services

A. Description of Service

Usage Sensitive Custom Calling Services allows Customers to use Call Return (*69), Repeat Dialing (*66),¹ and Casual Three-Way Calling on a pay-per-use basis. Customers are charged for each successful activation of the feature. A successful activation is defined as an attempt by the serving central office switches to ring the called party's line. A completed call is not guaranteed. Charges will not be assessed if call set up results in a busy condition (the called line remains busy for the entire 30-minute activation period). Additional charges will not be assessed when the calling party reactivates or deactivates the feature within the 30-minute activation period. Charges are incurred for utilizing the feature in an attempt to complete a call and not for completion of the call itself. If the call is completed, any toll charges incurred will continue to apply and be billed separately.

The functionalities of the features and regulations do not differ from those applicable to existing features offered on a monthly subscription basis.

B. Regulations

Usage Sensitive Call Return and Repeat Dialing are available on residential access lines where facilities and operating conditions permit. The Customer is not required to order the features unless the Customer wishes to subscribe to the features as a monthly service.

The company will block the Usage Sensitive Call Return and Repeat Dialing features free of charge unless notified by the Customer to unblock the features.

¹ The features may be activated from rotary dial telephones by dialing 1169 for Call Return and 1166 for Repeat Dialing.

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.8 Custom Calling Services (Cont'd)

3.8.4 Usage Sensitive Custom Calling Services (Cont'd)

C. Rates and Charges

	<u>Activation Charge</u>
Call Return	
- each activation, residence	\$0.95
Repeat Dialing	
- each activation, residence	\$0.95
Casual Three-Way Calling	
- each activation, residence	\$0.95
Call Trace	
- each activation, residence	\$1.00

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.9 Operator Services

3.9.1 [RESERVED FOR FUTURE USE]

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.9 Operator Services (Cont'd.)

3.9.2 Busy Line Verify and Line Interrupt Service

- A. Upon request of a calling party the Company will verify a busy condition on a called line.
- (1) The operator will determine if the line is clear or in use and report to the calling party.
 - (2) The operator will interrupt the call on the called line only if the calling party indicates an emergency.
- B. A charge will apply when:
- (1) The operator verifies that the line is busy.
 - (2) The operator verifies that the line is available for incoming calls.
 - (3) The operator verifies that the called number is busy with a call in progress and the calling party requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.
- C. No charge will apply:
- (1) When calling party advises that the call is to or from an official public emergency agency.
 - (2) Under conditions other than those specified within, preceding.
 - (3) Charges for verification and interruption may be billed to a third number or a calling card.

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.9 Operator Services (Cont'd.)

3.9.2 Busy Line Verify and Line Interrupt Service (Cont'd)

D. Charges:

Verification \$1.50

Interruption \$3.00

E. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit. The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.9 Operator Services (Cont'd)

3.9.3 [RESERVED FOR FUTURE USE]

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

[INTENTIONALLY LEFT BLANK; RESERVED FOR FUTURE USE]

[INTENTIONALLY LEFT BLANK; RESERVED FOR FUTURE USE]

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.10 Equal Access*

3.10.1 The Carrier Selection Process is an agreement whereby:

- A. A Customer may select an authorized carrier to place intrastate, interLATA MTS/MTS-type calls without the 10XXX or 101XXXX access code. This carrier is referred to as the Customer's interLATA primary interexchange carrier (PIC).
- B. A Customer may select an authorized carrier to place intrastate, intraLATA MTS/MTS-type calls without the 10XXX or 101XXXX access code. This carrier is referred to as the Customer's intraLATA primary interexchange carrier (IPIC).

3.10.2 On the effective date(s) of intraLATA equal access, Customers who have not designated a different IPIC will continue with the Company's intraLATA toll service.

3.10.3 In end offices where equal access is available, new Customers must presubscribe to the PIC and/or IPIC of their choice at the time an order is placed for service. If a PIC and/or IPIC is not chosen at the time the order for service is submitted, the Customer may access the interexchange carrier of the Customer's choice by dialing the appropriate 10XXX or 101XXXX carrier identification code.

3.10.4 The full nonrecurring IPIC charge is applicable when an intraLATA IPIC change is ordered separately from the interLATA PIC change and/or when a Customer presubscribes to different carriers, at the same time, for interLATA and intraLATA service. If a Customer changes both PIC and IPIC at the same time, to the same IC, CLC, or LEC, the Company will bill the Customer the full nonrecurring PIC change charge and one-half of the respective IPIC change charge.

* - Subject to the availability of equal access arrangements from the underlying wholesale local exchange carrier

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.10 Equal Access (Cont'd)

3.10.5 The Company will make post conversion changes in the Customer's PIC or IPIC assignment pursuant to carrier provided list of Customers. Should a Customer dispute authorization of the change within 90 days of the PIC or IPIC assignment, and if the carrier cannot produce a letter of agency of confirmation from the Customer, the Company will place the Customer on the previous carrier's network where possible and the carrier will be billed one Unauthorized PIC or IPIC charge for the change to the disputed carrier and one PIC or IPIC change charge for placing the Customer on the carrier network of his/her choice.

If the carrier produces the letter of agency or confirmation of choice within 30 days of the Company's request, the Customer will be billed two PIC or IPIC charges in lieu of charges to the carrier. Charges are only applicable if a change in an Customer's or agent's carrier selection has been implemented in the switch.

3.10.6 Rates

	<u>Nonrecurring Charge</u>
Charge for authorized PIC Change (per PIC change):	\$5.00
Charge for authorized IPIC Change (per IPIC change):	\$5.00
Total charge if changing both PIC and IPIC:	\$5.00

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.10 Equal Access (Cont'd)

3.10.7 If a Customer orders intraLATA toll or interLATA toll simultaneously with an order for local service, the applicable PIC or IPIC change charge associated with a Customer's conversion and initiation of service with the Company will be waived if the Customer continues to receive local service from the Company for at least ninety (90) consecutive days beginning on the day the Customer's local service is initiated with the Company. The applicable charge(s) will appear on the Customer's first invoice with an immediate credit of the same charge(s). If a Customer fails to receive local service for at least ninety (90) consecutive days, the charge(s) will be re-imposed, and payment will be required, on the Customer's final invoice.

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.11 [RESERVED FOR FUTURE USE]

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.12 Returned Check Charge

- 3.12.1 If a check for payment of any deposit, advance, or charge is returned to the Company by the bank for any reason other than bank error, a Returned Check Charge as specified in this Price List will added to the amount due.
- 3.12.2 If telephone service is disconnected or suspended for nonpayment as a result of a returned check, the Returned Check Charge, as well as any other applicable charges, must be paid before service will be re-established.
- 3.12.3 If a check received as a deposit or advance payment to establish service is returned, establishment of service will be denied until the amount of the returned check and the Returned Check Charge is paid, or, if already connected, the service will be discontinued until the Returned Check Charge and other amounts applicable to discontinuance and reestablishment of service are paid.
- 3.12.4 Returned Check Charge: \$20.00

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.13 [RESERVED FOR FUTURE USE]

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.13 [RESERVED FOR FUTURE USE]

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.14 [RESERVED FOR FUTURE USE]

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.14 [RESERVED FOR FUTURE USE]

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 3 – DESCRIPTION OF SERVICES AND RATES (Cont'd)

3.15 [RESERVED FOR FUTURE USE]

3.16 [RESERVED FOR FUTURE USE]

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 4 – MISCELLANEOUS SERVICE OFFERINGS

4.1 Temporary Promotional Programs

The Company may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously received by the Customer. The terms of promotional programs will be filed with the Commission subject to the requirements of applicable law, except if the promotion is to reduce rates.

4.2 Individual Case Basis 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 Price List. Rates quoted in response to such competitive requests may be different than those specified for such service in this Price List. ICB rates will be offered to the Customer in writing.

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 5 – RESOLD INTERLATA INTRASTATE AND TOLL SERVICES

5.1 Save Product Rate Plan SV5

The Company offers the following per minute flat rates to residential customers.

Monthly Service Charge: \$3.95¹

Single Bill Fee* \$1.95²

Usage Rates (per minutes of use):

IntraLATA:

<u>DAY</u>	<u>EVENING</u>	<u>NIGHT/WEEKEND</u>
\$0.1067	\$0.1067	\$0.1067

InterLATA intrastate:

<u>DAY</u>	<u>EVENING</u>	<u>NIGHT/WEEKEND</u>
\$0.1867	\$0.1867	\$0.1867

¹- This monthly recurring charge is waived for Customers who subscribe to a bundled local and toll service package set forth at Section 3.1.2.C-1 and Section 3.1.2.C-2 in this Price List.

² - This monthly charge will apply to Customers who elect to have their long distance charges billed through their incumbent local exchange carrier. This monthly charge will be waived for Customers who elect to have their long distance charges billed directly by Vycera.

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs

SECTION 5 – RESOLD INTERLATA INTRASTATE AND TOLL SERVICES (CONT'D)

5.2 "Linea Economica" Rate Plan V50

The Company offers the following rates to residential customers. "Linea Economica" Program provides a savings of 25% on the first 10 minutes of each call.¹

Monthly Service Charge: \$3.95²

Single Bill Fee \$1.95³

Usage Rates (per minutes of use):

IntraLATA:

<u>DAY</u>	<u>EVENING</u>	<u>NIGHT/WEEKEND</u>
\$0.1067	\$0.1067	\$0.1067

InterLATA Intrastate:

<u>DAY</u>	<u>EVENING</u>	<u>NIGHT/WEEKEND</u>
\$0.1867	\$0.1867	\$0.1867

¹ – Special Discount for the first 10 minutes: the Linea Economica plan automatically discounts the per minute rate by 25% for the first 10 minutes of a call. For example, a 15 minute intraLATA call would be rated at \$0.08 per minute during the first 10 minutes of the call and \$0.1067 per minute for the remaining 5 minutes of the call. This 25% discount applies only for those Customers who subscribe to the bundled local service and toll packages

² – This monthly recurring charge is waived for Customers who subscribe to a bundled local and toll service package set forth at Section 3.1.2.C-1 and Section 3.1.2.C-2 in this Price List.

³ - This monthly charge will apply to Customers who elect to have their long distance charges billed through their incumbent local exchange carrier. This monthly charge will be waived for Customers who elect to have their long distance charges billed directly by Vycera.

Issued: _____, 2005

Effective: _____, 2005

By: R. Dale Dixon, Jr., VP of Regulatory Affairs