

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF IDAHO

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In Re The Application of)
360networks (USA) inc.)
For a Certificate of Public Convenience and)
Necessity to Provide Competitive Local)
Exchange Services in the State of Idaho)
_____)

Docket No. WPN-T-05-01

IDAHO PUBLIC
UTILITIES COMMISSION

APPLICATION FOR CERTIFICATION

360networks (USA) inc., (“Applicant”), pursuant to Idaho Code §§ 61-526 through -528 and IDAPA 31.01.01.111 and Public Utilities Commission of Idaho (“Commission”) Procedural Order 26665 in Docket No. GNR-T-96-4, hereby applies to the Commission for a Certificate of Public Convenience and Necessity. Applicant seeks intrastate operating authority to provide facilities-based competitive local exchange telecommunications services to commercial subscribers, and exchange access services to interconnecting carriers in Idaho. In support of its Application, and pursuant to the Commission’s Application for Certification requirements, Applicant states as follows.

I. PROPOSED SERVICES

Applicant proposes to provide competitive local exchange carrier services including, but not limited to, basic local exchange services, primarily to commercial subscribers in Qwest Communications and Verizon (f/k/a GTE Northwest) exchanges. Applicant further proposes to provide exchange access services to interconnecting carriers. Applicant does not propose to offer alternative operator services to the transient public. Operator assisted calls are available through other carriers.

Applicant's services will be available to subscribers twenty-four hours per day, seven days per week, at rates, terms and conditions established by Applicant and reflected in

Applicant's illustrative price list, attached hereto at **Exhibit E**. Applicant assumes full responsibility for marketing and sales, billing and customer service functions. Services will be offered and provided in accordance with applicable Idaho laws and all Commission rules and regulations.

Applicant currently maintains its own dedicated facilities in the State of Idaho. Such facilities are used exclusively for wholesale carriers who lease Applicant's network. Applicant will utilize its facilities to provide retail services at such time that the instant Application is granted. Applicant's network may be supplemented through resale of incumbent carrier services and/or leasing portions of its network. Applicant is not currently providing any local exchange services within the State of Idaho.

Applicant will market its services through in-house marketing professionals.

Applicant has been granted authority to provide interexchange telecommunications services in thirty six (34) states, including Idaho.¹ Applicant further has authority to provide competitive local exchange services in the thirty three (33) states. In no instance has Applicant been denied authority nor has any application been rejected.

II. FORM OF BUSINESS

1. Name, address and Form of Business

1(c)(1).² Statement of the Character of Public Service in Which it May Engage.

Applicant proposes to provide competitive local exchange carrier services including, but not limited to, basic local exchange service primarily to commercial subscribers. Applicant will further offer exchange access services to interconnecting carriers.

¹ Registered as an interexchange carrier August 17, 2000.

² Applicant is a corporation. Items 1(a), Sole Proprietor, and 1(b), Partnerships, do not apply.

1(c)(2). The Name of the State in Which Applicant is Incorporated.

Applicant is a privately-held corporation organized under the laws of the State of Nevada on June 12, 1998.

1(c)(3). Applicant's Principal Business Address and its Principal Business Address within Idaho.

Applicant's principal business address is:

360networks (USA) inc.
867 Coal Creek Circle, Suite 160
Louisville, CO 80027
Telephone: 303-854-5000
Facsimile: 303-854-5100

Applicant does not anticipate maintaining offices in the State of Idaho.

1(c)(4). Certified Copy of Applicant's Articles of Incorporation.

A copy of Applicant's Articles of Incorporation are attached hereto at **Exhibit A.**

1(c)(5). A certificate of Good Standing Issued by the Secretary of State of Idaho.

Applicant has been authorized by the Secretary of State of the State of Idaho to transact business in the State of Idaho as a foreign (not incorporated in Idaho) corporation. Evidence of Applicant's good standing to transact business within the State of Idaho issued by the Secretary of State of the State of Idaho is attached hereto as **Exhibit B.**

1(c)(6). Name and Address of Registered Agent for Service in Idaho.

Applicant's registered agent in the State of Idaho is:

CT Corporation System
300 N. 6th Street
Boise, ID 83702

2. If a corporation, the Names and Addresses of the Ten Common Stockholders of Applicant Owning the Greatest Number of Shares of Common Stock and the Number of Such Shares Owned by Each.

<u>Owner</u>	<u>Shares</u>	<u>Percentage of Ownership</u>
360networks holdings (USA) inc.	203	100%

Applicant is wholly owned by 360networks holdings (USA) inc., which is wholly owed by 360networks Corporation.

3. Names and Addresses of the Officers and Directors of Applicant.

The names and addresses of Applicant's officers and directors are:

DIRECTORS:

Mr. Rob Frasene, Sr. President

OFFICERS:

Mr. Rob Frasene, Sr. President

Mr. Chris Mueller, Sr. Chief Financial Officer, Treasurer

Mr. Patrick Summers, VP Legal, General Counsel, Secretary

Ms. Liza Dennehy, VP Operations

Mr. Cliff Beeker, VP Carrier Sales

Brief biographies of Applicant's officers, directors and key technical management personnel are attached hereto as **Exhibit C**.

4. Name and Address of Any Corporation, Association, or Similar Organization Holding a 5% or Greater Ownership or a Management Interest in the Applicant. As to Ownership, the Amount and Character of the Interest Must be Indicated. A copy of any Management Agreement Must be Attached.

Applicant is a wholly owned subsidiary of 360networks holdings (USA) inc. No management agreement exists between Applicant and its parent corporation.

5. Names and Addresses of Subsidiaries Owned or Controlled by Applicant.

5. Names and Addresses of Subsidiaries Owned or Controlled by Applicant.

Applicant maintains two subsidiaries: 1) 360networks (USA) of Virginia Inc.; and 2) 360networks LLC. All subsidiaries are located at Applicant's headquarters address, 867 Coal Creek Circle, Suite 160, Louisville, CO 80027.

III. TELECOMMUNICATIONS SERVICES

1. The Date on Which Applicant Proposes to Begin Construction or Anticipates it Will Begin to Provide Service.

Applicant currently maintains facilities in Idaho that are part of its northern network and used exclusively for wholesale purposes. Applicant anticipates to initiate construction of facilities within 12 months of a grant of a Certificate of Public Convenience and Necessity to provide local exchange services, primarily through interconnection with Qwest's network. Applicant anticipates that it will begin to provide service within 18 months of the date on which its local exchange Certificate of Public Convenience and Necessity is granted.

2. A Written Description of Customer Classes and Customer Service[s] that the Applicant Proposes to Offer to the Public.

Applicant proposes to provide service primarily to commercial subscribers. Applicant intends to offer basic local exchange competitive local exchange services and exchange access and transport services to interconnecting carriers.

IV. SERVICE TERRITORY

- 1. A Description Sufficient for Determining Whether Service is to be Offered in a Particular Location; and the Names of all Incumbent Local Exchange Corporations with Whom the Proposed Utility is Likely to Compete.**

Applicant initially proposes to offer its services in the service areas currently served by Qwest Communications and Verizon and will be competing with these Incumbent Local Exchange Carriers.

- 2. Written Description of the Intended Manner of Service, for Example, Resold Services or Facilities Based. A General Description of the Property Owned or Controlled by Applicant.**

Applicant currently maintains high-speed broadband facilities used for wholesale purposes in Idaho, which will also be used for transport of retail services. Applicant anticipates additional deploying high speed broadband facilities augmented by leased facilities, as necessary. Applicant may also deploy switching equipment in Idaho as market conditions may dictate.

- 3. A Statement Describing with Whom the Applicant is Likely to Compete.**

Applicant may in the future compete with all incumbent local exchange carriers (ILECs) within the State of Idaho including, ATC Communications, Cambridge Telephone Company, CenturyTel of Idaho, Inc., Frontier Communications of Idaho, Direct Communications Rockland, Inc., Fremont Telecom, Inc., Inland Telephone Company, Midvale Telephone Exchange, Inc., Oregon-Idaho Utilities, Inc., Pine Telephone System, Inc., Potlatch Telephone Company, Rural Telephone Company, Silver Star Communications and Teton Telecom. Applicant plans to compete against other competitive local exchange carriers whose identity is a matter of record with the Commission.

4. A Description of the Property Owned by the Applicant Clarifies the Applicant's Proposed Services and Operation.

Applicant currently owns transport facilities, as noted *supra.*.

V. FINANCIAL INFORMATION

1. Current Detailed Balance Sheets, Including a Detailed Income and Profit and Loss Statements of Applicant Reflecting Current and Prior Year Balances for the Twelve Months Ended as of the Date of the Balance Sheet, or if Not Readily Available, for the Period Since the Close of the Preceding Calendar Year.

Applicant remains profitable as demonstrated by the audited Consolidated Financial Statements of its parent corporation, 360networks Corporation, attached hereto as **Exhibit D.** The attached documents demonstrate that Applicant is adequately capitalized to provide reliable, long-term service to subscribers in the State of Idaho. Applicant is fully funded and requires no additional external capitalization to initiate and sustain its operations.

2. If a balance sheet and income statement are not available, the applicant must submit financial data sufficient to establish that it possesses adequate financial resources to provide the proposed services.

Not Applicable.

VI. "ILLUSTRATIVE" PRICE LIST FILINGS

Applicant's proposed "Illustrative" price list and price sheets setting forth rates, rules, terms, and regulations applicable to the contemplated service is attached hereto at **Exhibit E.**

VII. CUSTOMER CONTACTS

1. Contact Information for the Applicant.

- a) **The Name, Address, and Telephone Number and Electronic Mailing Addresses (if available) of the Person(s) Responsible for Consumer Inquiries and Complaints from the Public.**

The individual maintaining overall responsible for consumer inquiries complaints from the public, and quality of service is:

Patrick Summers, VP and General Counsel
360networks (USA) inc.
867 Coal Creek Circle/Suite 160
Louisville, CO 80027
Telephone 303-854-5018
Facsimile: 303-854-5100
Electronic Mail: psummers@360.net

- b) **A Toll-free number for Customer Inquiries and Complaints.**

Applicant's toll free number for customer inquiries and complaints is 877.993.4237.

- c) **The Name, Number and Electronic Mailing Addresses (if available) of the Person(s) Designated as a Contact for the Commission Staff for Resolving Complaints, Inquiries and Matters Concerning Rates and Price Lists or Price lists.**

The name, number and electronic mailing addresses of the person(s) designated as a contact for the Commission Staff for resolving complaints, inquiries and matters concerning rates and price lists or price lists is:

Charles Forst
360networks (USA) inc.
867 Coal Creek Circle/Suite 160
Louisville, CO 80027
Telephone 303.854.5210
Facsimile: 303.854.5100
Electronic Mail: Charles.Forst@360.net

VIII. INTERCONNECTION AGREEMENTS

1. **Statements of Whether the Applicant Has Initiated Interconnection Negotiations and, if so, When and With Whom.**

Applicant has not yet completed an interconnection agreement with an underlying carrier, nor completed its switching or leased facilities implementation plans for Idaho. Upon approval of this application, Applicant currently plans to enter interconnection agreement negotiations with Qwest, Verizon, and may initiate negotiations with other underlying local exchange carriers.

IX. COMPLIANCE WITH COMMISSION RULES

A Written Statement that the Applicant has Reviewed all of the Commission Rules and Agrees to Comply With Them, or a Request for Waiver of Those Rules Believed to be Inapplicable.

Applicant, and its designated personnel, have reviewed applicable rules and regulations of the Commission and aver commitment to abide by the terms and conditions thereof.

X. ESCROW ACCOUNT OR SECURITY BOND

1. **If a Company Requires Advance Deposits by Its Customers, the Company Must Submit a Signed Copy of an Escrow Account with a Bonded Escrow Agent or a Security Bond. The Escrow or Bond Shall be Sufficient to Meet Customer Deposit Refunds in Case of Company Default.**
2. **At the Commission's Discretion, an Additional Deposit May be Required to Keep Customers Whole in Case of Company Default.**
3. **The Commission will Review the Individual Requirement of Establishing an Escrow or Security Account by the Company Upon Good Showing by the Company for a Period of Two Years.**

Applicant will not collect advanced deposits from its retail customers.

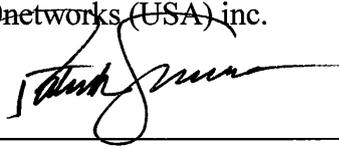
XI. CONCLUSION

WHEREFORE, based upon the foregoing, 360networks (USA) inc., respectfully requests that the Public Utilities Commission of the State of Idaho approve and grant a Certificate of Public Convenience and Necessity to provide local exchange and exchange access service in the State of Idaho.

Respectfully submitted this 20th day of ~~August~~^{Sept.}, 2005.

360networks (USA) inc.

By: _____


Patrick Summers
Vice President and General Counsel
867 Coal Creek Circle, Suite 160,
Louisville, CO 80027
Telephone: 303.854.5000

Miller Isar, Inc.
7901 Skansie Avenue, Suite 240
Gig Harbor, Washington 98335

Telephone: (253) 851-6700
Facsimile: (253) 851-6474

Regulatory Consultants for Applicant

AFFIDAVIT OF APPLICANT

State of Colorado)
) ss.
County of Boulder)

I, Patrick Summer, being first duly sworn, do hereby depose, state that I am Vice President and General Counsel of 360networks (USA) inc. and am authorized to make this verification on behalf of 360networks (USA) inc., an Applicant for Certificate of Public Convenience and Necessity to provide competitive local exchange services in the State of Idaho.

Under the penalties of perjury, I hereby aver that I have read the foregoing Application and know the contents thereof, and as to those matters that are therein stated on information or belief, I believe them to be true.

I aver further, that 360networks (USA) inc. will comply with all applicable statutes, administrative rules and orders of the Public Utilities Commission of the State of Idaho.

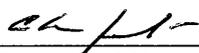
360networks (USA) inc.

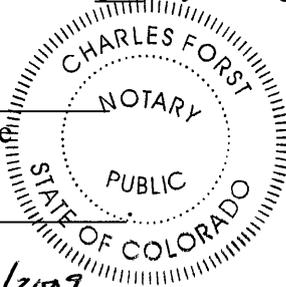
By:



Patrick Summers
Vice President and General Counsel
867 Coal Creek Circle, Suite 160,
Louisville, CO 80027
Telephone: 303.854.5000

Subscribed and sworn to before me this ^{20th} day of ^{Sept.} ~~August~~, 2005.


Notary Public in and for the State
of Colorado, residing at
Denver, Co



My Commission Expires: 5/9/2009

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF IDAHO

In Re The Application of)
360networks (USA) inc.)
For a Certificate of Public Convenience and)
Necessity to Provide Competitive Local)
Exchange Services in the State of Idaho)
_____)

Docket No. WFN-T-0501

EXHIBITS

<u>Exhibit</u>	<u>Item</u>
A	ARTICLES OF INCORPORATION
B	AUTHORITY TO TRANSACT BUSINESS IN IDAHO AND CERTIFICATE OF GOOD STANDING
C	EXECUTIVE PROFILES
D	FINANCIAL STATEMENTS
E	ILLUSTRATIVE PRICE LIST

EXHIBIT A
ARTICLES OF INCORPORATION

(Attached)

360networks (USA) inc.
Certificate of Existence
(Including Amendments)

SECRETARY OF STATE



CERTIFICATE OF EXISTENCE (INCLUDING AMENDMENTS)

I, DEAN HELLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I FURTHER CERTIFY, that the following is a list of all organizational documents on file in this office for

360NETWORKS (USA) INC.

Articles of Incorporation for PACIFIC FIBER LINK POR-SAC, INC. INC. filed June 12, 1998.

Articles of Merger and changing name to WORLDWIDE FIBER NETWORKS, INC. filed April 1, 1999.

Certificate of Amendment to Articles of Incorporation changing name to 360NETWORKS (USA) INC. filed June 7, 2000.

Articles of Merger filed December 28, 2000.

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

JUN 07 2000
No. 013871-98

Dean Heller
DEAN HELLER, SECRETARY OF STATE

CERTIFICATE OF AMENDMENT

OF

ARTICLES OF INCORPORATION

OF

WORLDWIDE FIBER NETWORKS, INC.

WORLDWIDE FIBER NETWORKS, INC., a corporation organized and existing under the laws of the State of Nevada, and its Articles of Incorporation originally filed with the Secretary of State for the State of Nevada on June 12, 1998, **DOES HEREBY CERTIFY:**

FIRST: That by written consent of the Board of Directors of Worldwide Fiber Networks, Inc., the following resolutions were duly adopted:

RESOLVED, that Article I of the Articles of Incorporation be amended as follows:

I. NAME

The name of the corporation is **360networks (USA) Inc.**

SECOND: The total number of outstanding shares having voting power of the corporation is 200, and the total number of votes entitled to be cast by the holders of all of said outstanding shares is 200.

THIRD: The holders of all of the aforesaid total number of outstanding shares having voting power, to wit, shares, dispensed with the holding of a meeting of the stockholders and adopted the amendment herein certified by a consent in writing signed by all of them.

DATED this 25th day of May, 2000.

WORLDWIDE FIBER NETWORKS, INC.

By: *Jerry Tharp*
Jerry Tharp, President

By: *Ron Stevenson*
Ron Stevenson, Secretary

PROVINCE OF Colorado)
CITY OF Denver)



My Comm. Expires 1-9-2001

On this 45 day of May, 2000, personally appeared before me, a Notary Public, JERRY THARP, who acknowledged to me that he executed the foregoing CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION OF WORLDWIDE FIBER NETWORKS, INC.

Katherine L. Marschall
NOTARY PUBLIC

PROVINCE OF British Columbia)
CITY OF Vancouver)

On this 25th day of May, 2000, personally appeared before me, a Notary Public, RON STEVENSON, who acknowledged to me that he executed the foregoing CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION OF WORLDWIDE FIBER NETWORKS, INC.

Ron Stevenson
NOTARY PUBLIC

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FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

APR 01 1999

No. C 13871-98

Dean Heller
DEAN HELLER, SECRETARY OF STATE

ARTICLES OF MERGER

These Articles of Merger are made this 23rd day of March, 1999, between Pacific Fiber Link Por-Sac, Inc., a Nevada corporation (sometimes referred to herein as the "Nevada Corporation" or the "Surviving Corporation") and Pacific Fiber Link, LLC, a Washington limited liability company (sometimes referred to herein as the "Washington LLC" or the "Merged Company").

RECITALS

A. The Nevada Corporation is a corporation duly organized and existing under the laws of the State of Nevada with its registered office located at 1575 Delucchi Lane, Ste. 224, Reno, Nevada 89502.

B. The Washington LLC is a limited liability company duly organized and existing under the laws of the State of Washington with its registered office located at 1420 Fifth Avenue, Ste. 3510, Seattle, Washington 98101-4031.

C. The Nevada Corporation and the Washington LLC deem it desirable and in their best interests that the Washington LLC be merged into the Nevada Corporation in accordance with the provisions of Chapter 92A of the Nevada Revised Statutes.

I.

An agreement and plan of merger has been approved and adopted by the Nevada Corporation, through its board of directors, and submitted and approved by its stockholders pursuant to Chapter 92A of the Nevada Revised Statutes as set forth below:

Designation of Shares:	Common
Number of Votes Entitled to be Cast:	100
Number of Votes for Plan:	100
Number of Votes Against Plan:	0

The number of votes of the stockholders for the plan was sufficient for approval.

II.

An agreement and plan of merger has been approved and adopted by the Washington LLC, through its managing member and management committee, and submitted and approved unanimously by its sole member possessing a 100% membership interest, pursuant to the laws of the State of Washington.

III.

The Articles of Incorporation of the Surviving Corporation shall continue to be its Articles of Incorporation, except that according to the agreement and plan of merger Article I is amended to read:

I. NAME

The name of the corporation is **WORLDWIDE FIBER NETWORKS, INC.**

IV.

The complete executed agreement and plan of merger is on file at the registered office of the Surviving Corporation: 1575 Delucchi Lane, Ste. 224, Reno, Nevada 89502.

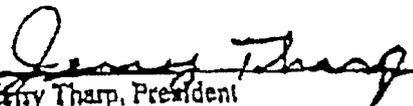
V.

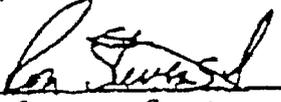
On the effective date of the merger, the separate existence of the Merged Company shall cease, and the Surviving Corporation shall succeed to all the rights, privileges, immunities, and franchises, and all the property, real, personal, and mixed, of the Merged Company, without the necessity for any separate transfer. The Surviving Corporation shall thereafter be responsible and liable for all liabilities and obligations of the Merged Company, and neither the rights of creditors nor any liens on the property of the Merged Company shall be impaired by the merger.

VI.

The merger takes effect upon the filing of these Articles of Merger.

PACIFIC FIBER LINK PDR-SAC, INC.

By: 
Jeffery Tharp, President

By: 
Ron Stevenson, Secretary

STATE OF Colorado
COUNTY OF Adams) ss.

On this 26 day of March, 1999, personally appeared before me, a Notary Public, JERRY THARP, who acknowledged to me that he executed the foregoing ARTICLES OF MERGER.

[Signature]
NOTARY PUBLIC



~~PAVINE~~
STATE OF British Columbia
COUNTY OF Vancouver) ss.

On this 23rd day of March, 1999, personally appeared before me, a Notary Public, RON STEVENSON, who acknowledged to me that he executed the foregoing ARTICLES OF MERGER.

[Signature]
NOTARY PUBLIC

BRUCE TATLER
BARRISTER & SOLICITOR
KINNEY & MURPHY
P.O. Box 6800
1111 WEST GEORGE STREET
VANCOUVER, B.C. Canada V7Y 1E9

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SECRETARY OF STATE



CORPORATE CHARTER

I, DEAN HELLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that **PACIFIC FIBER LINK POR-SAC, INC.** did on **June 12, 1998** file in this office the original Articles of Incorporation; that said Articles are now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said Articles contain all the provisions required by the law of said State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office, in Carson City, Nevada, on June 15, 1998.

Dean Heller

Secretary of State

By

Kelly R. Dawson
Certification Clerk



11/30/98 16:25

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FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

ARTICLES OF INCORPORATION

OF

JUN 18 1998

No. 013871-98

Dean Heller
DEAN HELLER, SECRETARY OF STATE

PACIFIC FIBER LINK POR-SAC, INC.

That I, the undersigned, have this day voluntarily acted for the purpose of forming a corporation under the laws of the State of Nevada, and to that end, I do hereby certify:

I. NAME

The name of the corporation is **PACIFIC FIBER LINK POR-SAC, INC.**

II. AGENT FOR SERVICE OF PROCESS

The name and address of the initial Resident Agent and location of the Registered Office in this state is Beckley, Singleton, Jemison, Cobecaga & List, 1575 Delucchi Lane, Suite 224, Reno, Nevada 89502.

III. PURPOSE

The purpose of the corporation, and the nature of the business and objects proposed to be transacted and carried on by it are:

To engage in any lawful act or activity for which a corporation may be organized under the laws of the State of Nevada other than the banking business, the trust company business or the practice of a profession permitted to be incorporated under the laws of the State of Nevada.

IV. STOCK

The corporation is authorized to issue one class of shares, which shall be designated "common shares," having a total number of 25,000 shares. Each such

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share, when issued, shall have one (1) vote.

V. NUMBER OF DIRECTORS

The members of the governing board of the corporation shall be styled "Directors," and the initial Board of Directors shall be one (1) in number.

The number of directors may, at any time or times, be increased or decreased by a duly adopted amendment to these Articles of Incorporation, or in such manner as shall be provided in the By-Laws of the corporation or by an amendment to the By-Laws of the corporation duly adopted by either the Board of Directors or the shareholders.

VI. INITIAL DIRECTORS

The name and address of the First Board of Directors is as follows:

David Lede
#1000 - 1066 West Hastings Street
Vancouver, British Columbia
Canada V6E 3X1

VII. INCORPORATOR

The name and post office address of the incorporator signing these Articles of Incorporation is as follows:

Lance P. Maiss
Beckley, Singleton, Jemison, Cobeaga & List
1575 Delucchi Lane, Suite 224
Reno, Nevada 89502

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VIII. ASSESSABILITY OF SHARES

The capital stock of this corporation, after the amount of the subscription price has been paid, shall not be subject to assessment to pay the debts of the corporation, and no stock issued as fully paid shall be assessable or assessed, nor shall the private property of the stockholders, directors or officers of this corporation be subject to the payment of any corporate debts to any extent whatsoever, and in this particular, the Articles of Incorporation shall not be subject to amendment.

IX. INDEMNIFICATION AND LIMITATION ON LIABILITY

Every person who was or is a party, or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she or a person of whom he or she is the legal representative, is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the laws of the State of Nevada, as amended, against all expenses, liability and loss (including attorneys' fees), judgments, fines and amounts paid in connection therewith. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such person. Such right of indemnification shall not be exclusive of any other right which such directors, officers or representatives may have or hereafter acquire, and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any By-Law, agreement, vote of

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stockholders, provision of law, or otherwise, as well as their rights under this Article.

The personal liability of a director or officer of the corporation or its stockholders, shall be limited to the fullest extent provided by Nevada law, as amended, for damages for breach of fiduciary duty as an officer or director. This provision shall not eliminate the liability of a director or officer for acts or omissions which involved intentional misconduct, fraud, a knowing violation of the law or the payment of dividends in violation of NRS 78.300.

Expenses of directors and officers incurred in defending a civil or criminal action, suit or proceeding, must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of and undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he or she is not entitled to be indemnified by the corporation. This does not affect the rights to advancement of expenses which corporate personnel, other than directors or officers, may be entitled to under any contract or otherwise by law.

Without limiting the application of the foregoing, the Board of Directors may adopt By-Laws from time to time with respect to indemnification, to provide at all times the fullest indemnification permitted by the laws of the State of Nevada, and may cause the corporation to purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise against any liability asserted

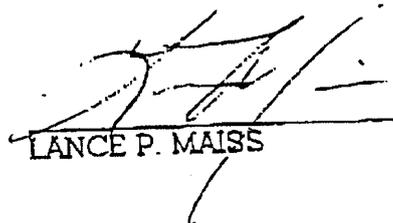
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against such person and incurred in any such capacity or arising out of such status, whether or not the corporation would have the power to indemnify such person.

X. RIGHTS, PREFERENCES, PRIVILEGES AND RESTRICTIONS

Unless otherwise determined by the Board of Directors, no holder of stock of the corporation shall be entitled as such, as a matter of right, to purchase or subscribe for any stock of any class which the corporation may issue or sell, whether or not exchangeable for any stock of the corporation of unissued shares authorized by the Articles of Incorporation of the corporation as originally filed or by any amendment thereof, or out of shares of stock of the corporation acquired by it after the issue thereof, and whether issued for cash, labor performed, personal property, real property, or leases thereof, nor shall he be entitled to any right of subscription to any thereof; nor, unless otherwise determined by the Board of Directors, shall any holder of any shares be entitled as such, as a matter of right, to purchase or subscribe for any obligation which the corporation may issue or sell that shall be convertible into or exchangeable for any shares of the stock of its capital stock of any class or classes.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of June, 1998, hereby declaring and certifying that the facts stated hereinabove are true.



LANCE P. MAISS

11/30/98 16:27 BSJCL → 604 688 0829

State of Nevada)
County of Washoe)ss:

On June 1st, 1998, personally appeared before me, a Notary Public,

Lance P. Maiss, who acknowledged that he executed the above instrument.

Nancy D. Williams
NOTARY

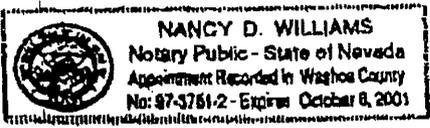


EXHIBIT B
AUTHORITY TO TRANSACT BUSINESS IN IDAHO

CERTIFICATE OF GOOD STANDING

(Attached)

State of Idaho

Office of the Secretary of State

**CERTIFICATE OF EXISTENCE
OF
360NETWORKS (USA) INC.**

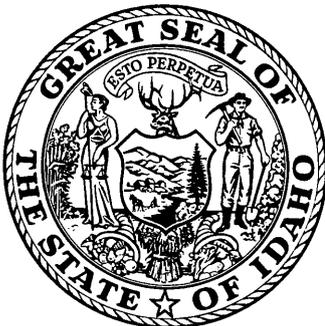
File Number C 133831

I, BEN YSURSA, Secretary of State of the State of Idaho, hereby certify that I am the custodian of the corporation records of this State.

I FURTHER CERTIFY That the record of this office show that the above-named corporation was incorporated under the laws of NEVADA and filed for authorization to transact business in Idaho on 10 May 2000.

I FURTHER CERTIFY That the corporation is in goodstanding on the records of this office.

Dated: 6 July 2005



Ben Yursa
SECRETARY OF STATE

By *Kristin*

EXHIBIT C
EXECUTIVE PROFILES

(Attached)

ROB FRASENE
PRESIDENT

Rob Frasene was appointed President on June 21, 2005. Prior to that, he held the positions of Senior Vice President, Operations of the Company in November 2004, Senior Vice President, Finance, in April 2003, and Vice President, Capital Planning of 360networks inc., (the Company's predecessor's parent company) in April 2001.

Mr. Frasene has over twenty years of experience in telecommunications. Prior to working for 360, Mr. Frasene was the Vice President of Network Services - Finance, of XO Communications Inc. supporting Network Operations and Capital Planning from July 1998 to February 2001.

From January 1996 to July 1998, Mr. Frasene was the Chief Financial Officer of the AT&T Wireless Local Loop business unit, responsible for manufacturing and deploying fixed wireless technology. Prior to that, he was the Director of Mergers and Acquisitions of AT&T Communications from 1993 to 1995. Mr. Frasene joined AT&T Communication in 1984 and held a variety of positions in the Finance organization. He has an undergraduate degree in Accounting and an MBA in Finance from Baruch College.

CHRIS MUELLER
CHIEF FINANCIAL OFFICER

Chris Muller was appointed CFO on June 21, 2005. Prior to that, he was appointed the position of Senior Vice President of Strategic Finance of the Company in April, 2003. Mr. Mueller is responsible for the Company's Corporate Development, Treasury, Risk Management and Tax. Mr. Mueller recently assumed additional responsibility for Operational Finance in November 2004.

Previously Mr. Mueller was the Vice President, Corporate Development of the Company in November 2002. Prior to that, Mr. Mueller held various senior management positions with 360networks inc., (the Company's predecessor's parent company) since April 2000, including General Manager of Corporate Development.

Previously, Mr. Mueller was a Managing Director of Corporate Finance at Ragen MacKenzie, a regional Investment Bank in the Pacific Northwest. He has an undergraduate degree from Yale and an MBA from Wharton.

PATRICK SUMMERS
VICE PRESIDENT AND GENERAL COUNSEL

Patrick Summers is the Vice President and General Counsel of 360networks Corporation. Patrick has been with 360networks since its inception in 1998, and is responsible for all legal matters, litigation, acquisitions and divestitures at 360networks, as well managing a contracts management group, a network development group, and all ongoing regulatory and compliance matters.

Prior to joining 360networks, Patrick was an attorney with Conner & Winters in Oklahoma City, and subsequently with the law firm of Brownstein, Farber, Hyatt and Strickland in Denver, practicing primarily in the areas of commercial real estate and telecommunications, representing numerous telecommunications companies, including Western Wireless (Voice Stream) in the construction and implementation of its western PCS System.

Patrick graduated from the University of San Francisco with a Bachelor of Science degree in Business in 1983, and received his Juris Doctor degree from the University of Oklahoma in 1993, where he served as the managing editor of the Oklahoma Law Review.

**EXHIBIT D
FINANCIAL STATEMENTS**

(Attached)

PLEASE TAKE NOTICE: Applicant considers its financial information to be proprietary and confidential. The data contained in these documents reveal the size, nature, and scope of Applicant's business and financial operations to competitors and potential competitors. Therefore, the Applicant requests that the Commission treat Applicant's Consolidated Financial Statements as proprietary, to maintain the confidentiality of the data contained therein. Applicant's financial information is submitted under protective seal, accordingly.

**CONFIDENTIAL
ATTACHMENTS**

EXHIBIT E
ILLUSTRATIVE PRICE LIST

(Attached)

Illustrative Price List Schedule Applicable To
LOCAL EXCHANGE TELECOMMUNICATION SERVICES

Within the State of

IDAHO

360NETWORKS (USA) INC.

867 Coal Creek Circle
Suite 160
Louisville, CO 80027

This illustrative Price List contains the descriptions, regulations, and rates applicable to the provision of specialized, discretionary, on demand local exchange telecommunications services provided by 360 Networks (USA) Inc. ("Company"), with principal offices at 867 Coal Creek Circle, Suite 160, Louisville, CO 80027. 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.

Issued: September 22, 2005

Effective:

Issued By:

Patrick Summers, VP and General Counsel

360networks (USA) inc.
867 Coal Creek Circle/Suite 160
Louisville, CO 80027

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CHECK PAGE

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.

Page No.	Page Version	Page No.	Page Version	Page No.	Page No.
Title	Original	26	Original	52	Original
1	Original	27	Original	53	Original
2	Original	28	Original	54	Original
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7	Original	33	Original		
8	Original	34	Original		
9	Original	35	Original		
10	Original	36	Original		
11	Original	37	Original		
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13	Original	39	Original		
14	Original	40	Original		
15	Original	41	Original		
16	Original	42	Original		
17	Original	43	Original		
18	Original	44	Original		
19	Original	45	Original		
20	Original	46	Original		
21	Original	47	Original		
22	Original	48	Original		
23	Original	49	Original		
24	Original	50	Original		
25	Original	51	Original		

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867 Coal Creek Circle/Suite 160

Louisville, CO 80027

EXPLANATION OF SYMBOLS

The following symbols shall be used in this Price List for the purpose indicated below:

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

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360networks (USA) inc.
867 Coal Creek Circle/Suite 160
Louisville, CO 80027

CONTACT INFORMATION

COMPANY CONTACT INFORMATION

360 networks (USA) inc.
867 Coal Creek Circle, Suite 160
Louisville, CO 80027
Telephone: 303-854-5000
Facsimile: 303-854-5100

CUSTOMER CONTACT

For establishment of service, complaints and inquires regarding service and billing, or reporting or inquiring about network outages or service problems, contact:

Patrick Summers
360 networks (USA) inc.
867 Coal Creek Circle, Suite 160
Louisville, CO 80027
Telephone 303-854-5018
Facsimile: 303-854-5100
Electronic Mail: psummers@360.net

COMMISSION CONTACT

Matters concerning Price Lists, and regulatory affairs:

Charles Forst
360 networks (USA) inc.
867 Coal Creek Circle, Suite 160
Louisville, CO 80027
Telephone 303-854-5210
Facsimile: 303-854-5100
Electronic Mail: cforst@360.net

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867 Coal Creek Circle/Suite 160
Louisville, CO 80027

APPLICATION OF PRICE LIST

This Price List sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of basic local exchange Services by 360 Networks (USA) Inc. hereinafter referred to as the "Company" or "360 Networks," to retail Customers within the State of Idaho. The Company's Services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This Price List is on file with the Idaho Public Utilities Commission. In addition, this Price List is available for review at the main office of 360 Networks (USA) Inc., 867 Coal Creek Circle, Suite 160, Louisville, CO 80027.

Exculpatory Clause

THE INCLUDED EXCULPATORY LANGUAGE APPEARING IN SECTION 2, BELOW, 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.

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PRICE LIST FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the Page. Pages are numbered sequentially. However, new Pages are occasionally added to the Price List. When a new Page is added between Pages already in effect, a decimal is added. For example, a new Page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each Page. These numbers are used to determine the most current Page version on file with the Commission. Because of various suspension periods, deferrals, etc., the most current Page number on file with the Commission is not always the Price List Page in effect. Consult the Check Page for the Page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 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 Pages** - When a Price List filing is made with the Commission, an updated Check Page accompanies the Price List filing. The Check Page lists the Pages contained in the Price List, with a cross-reference to the current revision number. When new Pages are added, the Check Page 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 Page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some Pages.) The Price List User should refer to the latest Check Page to find out if a particular Page is the most current on file with the Commission.

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SECTION 1 – DEFINITIONS

Access Line: An arrangement from a local Exchange Telephone Company or other Common Carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

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

Authorized User: A person, firm or corporation authorized by the Customer to be an end-User of the Service of the Customer.

Central Office: A local exchange switching unit that is used to interconnect Exchange Access Lines within a specified area.

Channel or Circuit: A path for transmission between two (2) or more points having a bandwidth and termination of Customer's own choosing.

Commission: Idaho Public Utilities Commission

Common Carrier: An authorized company or entity providing telecommunications services to the public.

Company: 360 Networks (USA) Inc., the issuer of this Price List.

Customer: The person, firm, partnership, corporation, municipality, cooperative organization, governmental agency, etc., that is provided Service and that is responsible for the payment of charges and compliance with the terms and conditions of this Price List.

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

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SECTION 1 – DEFINITIONS, Continued

Exchange Area: A geographically defined area described through the use of maps or legal descriptions to specify areas where individual telephone exchange companies hold themselves out to provide local communications services.

Exchange Telephone Company or Telephone Company: Denotes 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.

FCC: Federal Communications Commission.

Individual Case Basis (“ICB”): A Service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer.

Interexchange Carrier (IXC): A long distance telecommunications services provider.

Local Exchange Carrier (“LEC”): A provider of local telephone service.

Local Calling Area: The area within which a Subscriber for local exchange Service may make telephone calls without incurring a long distance charge.

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SECTION 1 – DEFINITIONS, Continued

Local Access and 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. Price List F.C.C. No. 4, or its successor Price List(s).

Non-recurring Charge (NRC): The initial charge, usually assessed on a one-time basis, to initiate and establish Service. NRC includes, but is not limited to, charges for construction, installation, or special fees for which the Customer becomes liable at the time the Service Order is executed.

Premises: Denotes a building, a portion of a building in a multi-tenant building, or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public thoroughfare.

Private Branch Exchange (“PBX”): Customer equipment used to manage and process calls over the Customer’s internal multi-instrument telephone network.

Private-Line Facility: A non-switched facility dedicated to the Customer’s use from transmitting and receiving data and other communications.

Service: Any means of Service offered herein or any combination thereof.

Service Area: The area in which the Company provides Service.

Station: The network control signaling unit and any other equipment provided at the Customer’s Premises which enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber: The person, firm, partnership, corporation, or other entity who utilizes Telecommunications Service from 360 Networks (USA) Inc.

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360networks (USA) inc.
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SECTION 1 – DEFINITIONS, Continued

Terminal Equipment: Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Trunk: A communications path, connecting two (2) switching systems in a network, used in the establishment of an end-to-end connection.

Two-Way: A Service attribute that includes dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Charges: Charges for minutes or messages traversing over local exchange facilities.

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

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867 Coal Creek Circle/Suite 160
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SECTION 2 – REGULATIONS**2.1. UNDERTAKING OF THE COMPANY****2.1.1. Scope**

This Price List schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of specialized combined local exchange and interexchange intrastate telecommunications Services offered by Company to retail Customers in the State of Idaho, subject to availability of facilities.

The Company is responsible under this Price List only for the Services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

If this Price List contains provisions that deny or restrict a Customer's rights otherwise protected by Commission rules, Commission rules supersede any conflicting Price List or price list provisions that deny or restrict any of those rights, unless otherwise ordered by the Commission, court order, or statute.

2.1.2. Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of Service under this Price List is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish Service from time to time as required at the sole discretion of the Company.

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SECTION 2 – REGULATIONS, Continued**2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.3. Terms and Conditions**

- A. Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day.
- B. In any action between the parties to enforce any provision of this Price List, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- C. Presubscribed Service may be disconnected upon written notice to the Customer pursuant to Commission rules
- D. This Price List shall be interpreted and governed by the laws of the State of Idaho regardless of its choice of laws provision.
- E. Any other Telephone Company may not interfere with the right of any person or entity to obtain Service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain Service directly from the Company.
- F. To the extent that either the Company or any other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other Telephone Company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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SECTION 2 – REGULATIONS, Continued**2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.4. Limitations on Liability**

- 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 any charge per call.
- B. 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.

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Louisville, CO 80027

SECTION 2 – REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.4. Limitations on Liability, Continued

- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
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, except as contracted by the Company;
 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 material transmitted by means of Company-provided facilities or Services; or by means of the combination of Company-provided facilities or Services;
 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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SECTION 2 – REGULATIONS, Continued**2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.4. Limitations on Liability, Continued**

D. Continued

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 Section 2.1.4.
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 non-completion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that Service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's Services or facilities.

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Louisville, CO 80027

SECTION 2 – REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.4. Limitations on Liability, Continued

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. 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.
- G. Failure by the Company to assert its rights pursuant to one provision of this Price List does not preclude the Company from asserting its rights under other provisions.

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360networks (USA) inc.
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Louisville, CO 80027

SECTION 2 – REGULATIONS, Continued**2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.5. Provision of Equipment and Facilities**

- A. To the extent that facilities are required to serve the Customer, the Company shall use reasonable efforts to make available facilities to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Price List. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 – REGULATIONS, Continued**2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.5. Provision of Equipment and Facilities, Continued**

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

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

2.1.6. Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours. In that case, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, Holidays, and/or night hours, additional charges may apply.

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SECTION 2 – REGULATIONS, Continued**2.2. PROHIBITED USES**

- 2.2.1** The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2.** The Company may require Applicants for Service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3.** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other Users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4.** A Customer, joint User, or Authorized User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications Services. Such a transfer will be treated as a disconnection of existing Service and installation of new Service, and non-recurring installation charges as stated in this Price List will apply.

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SECTION 2 – REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER****2.3.1. General**

The Customer is responsible for complying with Price List regulations. Specific Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this Price List;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for Service;

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SECTION 2 – REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.1. General, Continued**

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D; and granting or obtaining permission for Company agents or employees to enter the Premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon Termination Of Service as stated herein, removing the facilities or equipment of the Company;
- G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.

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SECTION 2 – REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.2. Liability of the Customer**

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in Subsection A, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate page of the Company, or otherwise, for any Interruption of, interference to, or other defect in any Service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or User of the Company's Services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Price List including but not limited to mistakes, omissions, Interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or User contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or User and not by any act or omission of the Company. Nothing in this Price List is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 2 – REGULATIONS, Continued**2.4. CUSTOMER EQUIPMENT AND CHANNELS****2.4.1. General**

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

2.4.2. Station Equipment

- A. Terminal Equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its Terminal Equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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SECTION 2 – REGULATIONS, Continued**2.4. CUSTOMER EQUIPMENT AND CHANNELS, Continued****2.4.3. Interconnection of Facilities**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Price Lists of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this Price List may be connected to Customer-provided Terminal Equipment in accordance with the provisions of this Price List. All such Terminal Equipment shall be registered by the FCC pursuant to Part 68 of Title 47, Code of Federal Regulations, 47 C.F.R. Section 68; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to Services provided under this Price List only to the extent that the User is an "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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SECTION 2 – REGULATIONS, Continued**2.4. CUSTOMER EQUIPMENT AND CHANNELS, Continued****2.4.4 Inspections**

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.A for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment and personnel from harm.

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SECTION 2 – REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS

2.5.1. Payment for Service

- A. The Customer is responsible for the payment of all charges for facilities and Services furnished by the Company to the Customer and to all Authorized Users by the Customer.
- B. The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.
- C. Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring or usage based charges.

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SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.2. Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for Services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable within twenty-two (22) days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which Service is provided, and Recurring Charges shall be due and payable within twenty-two (22) days after the invoice date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.
- C. When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day on which the Service or facility becomes available for use. The Service Commencement Date may be postponed by mutual agreement of the parties, or if the Service or facility does not conform to standards set forth in this Price List or the Service Order. Billing accrues through and includes the day that the Service, Circuit, arrangement or component is discontinued.

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SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.2. Billing and Collection of Charges, Continued**

- E. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty-two (22) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due multiplied by 1.5%.
- F. The Customer will be assessed a charge of twenty dollars (\$20.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- G. If Service is disconnected by the Company in accordance with Section 2.5.6. following, then the Company may reconnect service upon the Customer's payment of the past due balance and all applicable installation charges.

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SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.3. Disputed Bills**

- A. Any Customer who disputes a portion of a bill rendered for Company Services shall pay the undisputed portion of the bill and notify the Company that such unpaid amount is in dispute within thirty (30) days of receipt of the bill. If such notice is not received by the Company within thirty (30) days as indicated above, the Company shall consider the bill statement to be due and payable in full by the Customer. Payment of the amount due by the Customer does not constitute a waiver of the Customer's rights under the provisions of IDAPA 31.41.01.204 to challenge any billing amount due or paid to the Company.
- B. Upon notification of a dispute, the Company will notify the Customer within five (5) working days of its receipt of the written dispute notice and shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company will notify the Customer of any amount determined by the Company to be correctly charged and Customer shall pay such amount to the Company within five (5) working days. The Company may suspend/terminate Service if the Customer fails to pay the amount determined by the Company to be properly charged. Amounts determined by the Company to be correctly charged also will be subject to the late payment charge specified in this Price List.
- C. In the event a Customer and the Company cannot resolve a billing dispute to their mutual satisfaction, the Customer may contact the Idaho PUC and proceed in accordance with the Idaho PUC's Rules. The address and telephone numbers for the Idaho PUC are:

Idaho Public Utilities Commission
P.O. Box 83720
Boise Idaho 83720-0074

334-0300 (within the local calling area)
1-800-432-0369 (from outside the local calling area)

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SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.3. Disputed Bills, Continued**

- D. When a Customer cannot pay a bill in full, the Company may continue to serve the Customer if the Customer and the Company agree on a reasonable portion of the outstanding bill to be paid immediately, and the manner in which the balance of the outstanding bill will be paid.
- E. In deciding on the reasonableness of a particular agreement, the Company will take into account the Customer's ability to pay, the size of the unpaid balance, the Customer's payment history and length of Service, and the amount of time and reasons why the debt is outstanding.
- F. Payments are to be applied to the undisputed balance owed by the Customer. A Customer may designate how a payment insufficient to pay the total balance due shall be applied. If applicable, and in the absence of instructions from the Customer, a partial payment shall be allocated first to local exchange Services. [See IDAPA.31.41.01 Rule 306.06.] Such payments shall be applied first to the oldest undisputed balances.
- G. If a Customer fails to make the payment agreed upon by the date that it is due, the Company may, but is not obligated to, enter into a second payment arrangement.
- H. A Customer's failure to pay for undisputed MTS charges billed by the Company may result in loss of 0+, 0- and 1+ dialing access to MTS Services until such time as the Customer pays the undisputed charges and applicable reconnection charges, if any.
- I. Customer failure to pay undisputed charges for other Services may result in discontinuance of those Services.

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SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.4. Refusal to Provide Service**

Pursuant to IDAPA 31.41.01 Rule 314, the Company will comply with this Price List and IDAPA 31.41.01 Rule 312 in connection with denial, restriction, modification, or termination of MTS or other Services. The Company will provide reasonable notice before terminating or restricting access to such Services, except where notice is not required. The Company will provide reasonable notice before modifying a Customer's existing MTS Service. Nothing in this rule abrogates Customers' rights under the Company's Price Lists or filings, written agreements with Customer, or obligations otherwise imposed by statutory or common law.

The Company may refuse to provide Service at one or more of the same Customers' Premises for the following reasons:

- A. The Applicant has an outstanding amount due for similar Services and the Applicant is unwilling to make acceptable arrangements with the Company for payment.
- B. A condition exists which in the Company's judgment is unsafe or hazardous to the Applicant, the general population, or the Company's personnel or facilities.
- C. Customer is known to be in violation of the Company's Price Lists filed with the Commission.
- D. Failure of the Customer to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the Customer and which have been specified by the Company as a condition for providing Service.
- E. Applicant falsifies his or her identity for the purpose of obtaining Service.

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SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.5. Cancellation of Application for Service**

- A. Applications for Service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for Service prior to the start of Service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the Service or in preparing to install the Service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of Services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had Service commenced (all discounted to present value at six percent).
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. Charges will be calculated and applied on a case-by-case basis.

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SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.6. Cancellation of Service by Company**

Without incurring liability, the Company may disconnect Service to a Customer or a particular Customer location, or may refuse to provide Service, under the following conditions:

A. Termination of Service Without Notice

Pursuant to IDAPA 31.41.01 Rule 303, the Company may deny or terminate Service without prior notice to the Customer or Applicant and without the Customer's or Applicant's Permission for one (1) or more of the following reasons:

1. A 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. The Company is ordered to terminate Service by any court, the Commission, or any other duly authorized public authority.
3. Service was obtained, diverted or used without the authorization or knowledge of the Company.
4. The Company has tried diligently to meet the notice requirements of of this Price List, but has been unsuccessful in its attempt to contact the Customer affected.
5. The Customer has misrepresented the Customer's identity for purposes of obtaining Service and has no or an inadequate security deposit on file with the Company and has an outstanding bill exceeding one hundred

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SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.6. Cancellation of Service by Company, Continued****B. Termination of Local Exchange Service With Notice**

Pursuant to IDAPA 31.41.01 Rule 302, the Company may deny or terminate local exchange Service to a Customer or Applicant without the Customer's or Applicant's permission, but only after adequate notice has been, for one (1) or more of the following reasons:

1. The Customer or Applicant did not pay undisputed delinquent bills for local exchange Services or paid a delinquent bill for local exchange Services with any dishonored check.
2. The Customer or Applicant failed to make a security Deposit, when one is required.
3. The Customer or Applicant failed to abide by the terms of a payment arrangement.
4. The Customer or Applicant misrepresented the Customer's or Applicant's identity for the purpose of obtaining telephone Service.
5. The Company determines as prescribed by relevant state or other applicable standards that the Customer or Applicant is willfully wasting or interfering with Service through improper equipment or otherwise.
6. Customer is using Service(s) for which the Customer or Applicant did not apply.

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SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.6. Cancellation of Service by Company, Continued****C. Notice Requirements Before Termination of Local Exchange Service**

Pursuant to IDAPA 31.41.01 Rule 304, the following are requirements for notice before termination of Local Exchange Service:

1. **Seven-Day Notice.** If the Company intends to terminate local exchange Service under Section 2.10.2, it must send to the Customer written notice of termination mailed at least seven (7) calendar days before the proposed date of termination. This written notice must contain the information required by IDAPA 31.41.01 Rule 306.
2. **Twenty-Four Hour Notice.** At least twenty-four (24) hours before actual termination, the Company must diligently attempt to contact the Customer affected to apprise the Customer of the proposed action and steps to take to avoid or delay termination. This oral notice must contain the same information required by IDAPA 31.41.01 Rule 306.
3. **Additional Notice.** If the Company has not terminated Service within twenty-one (21) days after the proposed termination date as specified in a written notice, the Company will again provide if it still intends to terminate Service.
4. **Failure to Pay - Payment with Dishonored Check** No additional notice of termination is required if, upon receipt of a termination notice:
 - (a). The Customer makes a payment arrangement and subsequently fails to keep that arrangement; or
 - (b). The Customer tenders payment with a dishonored check.

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SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.7. Insufficient Grounds for Termination of Local Exchange Service**

Pursuant to IDAPA 31.41.01 Rule 310, no Customer will be given notice of termination of local exchange Services nor shall the Customer's local exchange Service be terminated if:

- A. The Customer's unpaid bill cited as grounds for termination is less than fifty (\$50) dollars.
- B. The unpaid bill cited as grounds for termination is for Service to any other Customer or former Customer (unless that Customer has a legal obligation to pay the other bill) or for any other class of Service.
- C. The unpaid bill cited as grounds for Termination of Service results from the purchase of MTS and other Services, including but not limited to
 - 1. Directory advertising;
 - 2. Information Services, operator Services or other Services not provided by local exchange companies;
 - 3. Leased or purchased Customer premises equipment or other merchandise; or
 - 4. Inside wire maintenance.
- D. The Customer lives at a residence where another person lives and the other person has an unpaid balance for Service, except when the Customer has a legal obligation to pay the other person's bill.

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SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.8. Restrictions on Termination of Local Exchange Service**

Pursuant to IDAPA 31.41.01 Rule 311:

A. When Termination of Not Allowed

Unless the Customer affected has consented in writing, local exchange Service will not be terminated on any Friday after twelve noon or on any Saturday, Sunday, legal holidays recognized by the state of Idaho, or after twelve noon on any day immediately before any legal holiday. Service may not be terminated at any time when the Company's business offices are not open for business, except as otherwise established in this Section.

Local exchange Services may be terminated only between the hours of 8:00 a.m. and 4:00 p.m., except as otherwise established in this Section.

B. Service to Persons Not Customers

If local exchange Service is provided to a residence and the account is in the name of one who does not reside there, the Company, prior to termination, will notify the person(s) receiving Service and afford the person(s) a reasonable opportunity to negotiate directly with the Company to purchase Service in the resident's(s') own name(s).

C. No Termination While Complaint Pending

Except as authorized by order of the Commission or of the Judiciary, local exchange Service will not be terminated for failure to pay amounts in dispute while a complaint over that Service is filed pursuant to IDAPA 31.41.01 Rule 402 is pending before the Commission. Nor will it be terminated while a case placing at issue payment for that Service is pending before a court in the state of Idaho.

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SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.9. Serious Illness or Medical Emergency**

Pursuant to IDAPA 31.41.01 Rule 308

A. Medical Certificate - Postponement of Termination of Services

The Company will postpone termination of local exchange or MTS Service to a Residential Customer for thirty (30) days from the date of the receipt of a current certificate by a licensed physician or public health official with medical training that states:

1. The Customer, a member of the Customer's family, or other permanent resident of the premises where Service is provided, is seriously ill or has a medical emergency or will become seriously ill or have a medical emergency because of Termination of Service; and
2. Termination of Service would adversely affect that Customer, member of the Customer's family, or resident of the household.

B. Contents of Medical Certificate

This certificate must be in writing and show clearly the name of the person whose serious illness or medical emergency would be adversely affected by termination, the nature of the serious illness or medical emergency, and the name, title, and signature of the person giving notice of or certifying the serious illness or medical emergency.

C. Restoration of Service Due to Medical Certificate

If local exchange or MTS Service has already been terminated when the medical certificate is received, the appropriate Service must be restored. The Customer must receive local exchange and necessary MTS Services for thirty (30) days from the Company's receipt of the certificate.

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SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.9. Serious Illness or Medical Emergency, Continued****D. Payment Arrangements.**

Before the expiration of the medical postponement, the Customer must make payment arrangements with the Company in accordance with IDAPA 31.41.01 Rule 312.

E. Second Postponement.

The Company must postpone termination of local exchange and necessary MTS Service upon receipt of a second certificate stating that the serious illness or medical emergency still exists, unless during the period of the first certificate excessive or unwarranted MTS calls were incurred and not paid or the Customer refused to enter into payment arrangements.

F. Verification of Medical Certificate.

The Company may verify the authenticity of the certificate and may refuse to delay Termination of Service if the certificate is a forgery or is otherwise fraudulent.

2.5.10. Medical Facilities - Shelter Care

Pursuant to IDAPA 31.41.01 Rule 309, where local exchange or MTS is provided to a Customer known by the Company to be or identifying itself as a medical care facility, including a hospital, medical clinic with resident patients, nursing home, intermediate care facility or shelter care facility, notice of pending termination will be provided to the Commission and to the State Department of Health and Welfare as well as to the Customer. Upon request from the Commission, a delay in termination of no less than seven (7) calendar days from the date of notice shall be allowed so that action may be taken to protect the interests of the facility's residents.

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SECTION 2 – REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.11. Personnel to Authorize Reconnection

Pursuant to IDAPA 31.41.01 Rule 311.02, the Company will have personnel available after the time of termination who are authorized to reconnect Service if the conditions cited as grounds for termination are corrected to the Company's satisfaction.

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SECTION 2 – REGULATIONS, Continued**2.6. ALLOWANCES FOR INTERRUPTIONS IN SERVICE**

A credit allowance will be given for interruptions of Service, subject to the provisions of this section.

2.6.1. Credit for Service Interruptions

A credit allowance will be made when an interruption in Service occurs. An interruption in Service is considered to exist when the local Service quality deteriorates to such an extent that the Customer cannot make local calls or cannot receive local calls or cannot use the Service for voice grade communications because of cross talk, static or other transmission problem.

An interruption period begins when the Customer reports a circuit, Service or facility to be interrupted and releases it for testing.

Pursuant to IDAPA 31.41.01. Rule 503.01,

- A. The Company must restore Service: within sixteen (16) hours after the report of the outage if the Customer notifies the telephone company that the Service outage creates an emergency; or
- B. within 24 hours after the report of the outage if no emergency exists.
- C. 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, whichever is sooner.
- D. If the Company does not restore Service within the times required by this paragraph, the Company will credit the Customer's account for an amount equal to the monthly rate for one (1) month of basic local exchange Service.

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SECTION 2 – REGULATIONS, Continued

2.6. ALLOWANCES FOR INTERRUPTIONS IN SERVICE, Continued

2.6.2. Limitations on Allowances

Pursuant to IDAPA 31.41.01 Rule 503.02, no credit allowance will be made for:

- A. interruptions due to the negligence of the Customer, or noncompliance with, or acts of omission regarding the provisions of this price list by the Customer, authorized user or joint user;
- B. interruptions of Service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- C. interruptions of Service during a period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; or
- D. interruption of Service due to circumstances or causes beyond the control of the Company and affecting large groups of Customers.

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SECTION 2 – REGULATIONS, Continued**2.7. TRANSFERS AND ASSIGNMENTS**

The Company may, without obtaining any further consent from the Customer, assign any of its rights, privileges or obligations under this price list to any subsidiary, parent, or affiliate of the Company; pursuant to any sale or transfer of substantially all the business of the Company; or pursuant to any financing, merger or reorganization of the Company. The Customer may, upon prior written consent of the Company, which consent shall not be unreasonably withheld, assign its rights, privileges or obligations under this price list to any subsidiary, parent, or affiliate of the Customer; pursuant to any sale or transfer of substantially all the business of the Customer; or pursuant to any financing, merger or reorganization of the Customer.

2.8. CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's Services provided under this Price List.

2.8.1. Customer Liability for Fraud and Unauthorized Use of the Network

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or Services obtained by the unauthorized User before notification to the Company.

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SECTION 2 – REGULATIONS**2.9. NOTICES AND COMMUNICATIONS**

- 2.9.1.** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for Service shall be mailed.
- 2.9.2.** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for Service to which the Customer shall mail payment on that bill.
- 2.9.3.** Except as otherwise stated in this Price List, all notices or other communications required to be given pursuant to this Price List will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4.** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.10. TAXES, FEES AND SURCHARGES

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for Services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this Price List, such taxes, fees and surcharges are in addition to rates as quoted in this Price List and will be itemized separately on Customer invoices.

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SECTION 2 – REGULATIONS

2.11. PUBLIC NOTICE

The Company shall give public notice of all proposed changes in rates. Public notice must be reasonably designed to call the attention of Customers who are affected by the changes to the proposed changes in rates. Legal advertisements alone will not be considered adequate public notice. Individual notice to all Customers affected will always constitute public notice.

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SECTION 3 – DESCRIPTION OF SERVICE

3.1. APPLICATION OF RATES

3.1.1. Types of Charges

- A. Per use charges apply to Company's call completion Service, as set forth in this Price List.
- B. Payment (Accounting) Fees
 - 1. Late Fee
 - 2. Return Check Fee
- C. Taxes and Surcharges
 - 1. Customer Liability for Taxes and Fees

Telephone usage is subject to all federal, state, local taxes, surcharges and mandated regulatory fees including but not limited to universal service fund, universal service fund carrier cost recovery fee and Access Line fees.

- 2. Surcharges

The following surcharges apply to customer billing.

- (a) Federal Regulatory Fee (FCC)
- (b) Local Number Portability (LNP)
- (c) Federal Line Charge (EUCL)

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SECTION 3 – DESCRIPTION OF SERVICE, Continued**3.1. APPLICATION OF RATES, Continued****3.1.2. Call Timing for Usage Sensitive Services**

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

- A. Calls are measured in durational increments identified for each Service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

3.1.3. Promotions

The Company may provide promotional offerings from time to time. The Company will notify the Idaho PUC ten (10) days in advance of the rates, terms & conditions of any such promotions.

3.1.4. Individual Case Basis Arrangements

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

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SECTION 3 – DESCRIPTION OF SERVICE, Continued**3.2. EXCHANGE SERVICE AREAS****3.2.1. Generally**

The Company provides Service within the service territory of Qwest Corporation and Verizon. The Company concurs in and hereby incorporates by this reference all current and effective service territory and local exchange boundary maps filed with the Commission by Qwest Corporation and Verizon.

3.2.2. Qwest Exchanges in Northern Idaho / LATA 676

Exchange	Exchange	Exchange	Exchange
Cottonwood	Craigmont	Grangeville	Kamiah
Kooskia	Lapwai	Lewiston	Nez Perce

3.2.3. Qwest Exchanges Southern Idaho / LATA 652

Exchange	Exchange	Exchange	Exchange
Afton	American Falls	Arid	Ashton
Bancroft	Blackfoot	Bliss	Boise
Buhl	Burley	Caldwell	Castleford
Caumil	Dietrich	Downey	Driggs
Eden	Emmett	Glenns Ferry	Gooding
Grace	Hagerman	Hailey	Idaho City
Idaho Falls	Island Park	Jerome	Ketchum
Kimberly	Kuna	Lava Hot Springs	McCammon
Mack	Malad	Melba	Meridian
Middleton	Montpelier	Mountain Home	Murtaugh
Nampa	New Acres	New Plymouth	Oakley
Oxbow	Paris	Payette	Pocatello
Preston	Rexburg	Rigby	Ririe
Roberts	St. Anthony	Shelley	Shoshone
Soda Springs	Stanley	Star	Twin Falls
Weiser	Wendell		

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SECTION 3 – DESCRIPTION OF SERVICE, Continued**3.2. EXCHANGE SERVICE AREAS****3.2.4. Verizon Idaho Service Territory**

Exchange	Exchange	Exchange	Exchange
Bayview	Bonner's Ferry	Bovill	Clark Fork
Coeur d'Alene	Cora	Deary	Evergreen
Genesee	Harrison	Hayden Lake	Hope
Kellogg/Pinehrs	Moscow	Mullan	Oldtown/Albeni
Orofino	Peck	Pierce	Pinehurst
Plummer	Post Falls	Potlatch	Priest Lake
Priest River	Rathdrum	Rock Creek	St. Maries
Sandpoint	Setters	Spirit Lake	Tensed/Bluebel
Wallace	Weippe	Wellesley	

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SECTION 3 – DESCRIPTION OF SERVICE, Continued**3.3. EXCHANGE ACCESS SERVICES**

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

- A. Originate communications to other points on Company's network;
- B. Receive communications from other points on Company's network;
- C. Access Company's Service as set forth in this and other Company Price Lists;
- D. Access local, interexchange and international telecommunications services provided by other authorized carriers and the customers of such carriers to the extent such carriers are interconnected with Company's network;
- E. Access Company's business office for Service-related assistance;
- F. Access 911 or E911 services, where available, operator services, directory assistance, and telecommunications relay services;
- G. Access Operator-Assisted Calling Services; and
- H. Access Directory Assistance.

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

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

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SECTION 3 – DESCRIPTION OF SERVICE, Continued**3.4. DIRECTORY ASSISTANCE SERVICE**

Company provides Directory Assistance as an ancillary service exclusively to its Customers. Directory Assistance is accessible by dialing “1”, the area code of the desired number and “555-1212”. No charge applies to calls from payphones, exchange lines of the State of Idaho and its political subdivisions, and a single registered line of a handicapped user.

3.5. DIRECTORY LISTING

Company does not publish a directory or other similar listing of its Customers. However, Company will arrange for Customers, other than Customers requesting non-published service, to be listed in the directories and directory assistance records of the applicable incumbent local exchange carrier in accordance with the incumbent’s listing service Price List schedule, subject to availability of such listing service to Company’s Customers. 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 sheet.

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SECTION 4 – RATES AND CHARGES**4.1. EXCHANGE ACCESS SERVICE**

	Business		Residence	
	MRC	NRC	MRC	NRC
Individual Line Flat Rate Service	\$39.99	\$50.00	\$29.99	\$33.00
Additional Line Flat Rate Service	n/a	n/a	\$13.00	\$33.00
Individual Line Measured Rate Service	\$0.00	\$65.00	n/a	\$0.00
Measured Rate, per minute	\$0.01		\$0.01	
Directory Assistance				
After 1st Call (Per Call)	\$1.40	\$0.00	\$1.40	\$0.00
Regulatory Charges				
Federal Universal Service Factor				
Multiline	\$0.11	\$0.00	\$0.11	\$0.00
All Others	\$0.11	\$0.00	\$0.11	\$0.00
End User Common Line (EUCL)				
Individual Line	\$8.00	\$0.00	\$8.00	\$0.00
Multiline Key/PBX Trunk	\$8.00	\$0.00	\$8.00	\$0.00
Returned Check Charge	\$20.00		\$20.00	

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SECTION 4 – RATES AND CHARGES**4.2. IDAHO TELECOMMUNICATIONS SERVICE ASSISTANCE PROGRAM (ITSAP)**

ITSAP consists of two programs, Lifeline and Linkup, that were developed to provide discounted rates for telephone service to low income customers, thus promoting universal service. The programs are jointly sponsored (federal and state) telephone assistance programs designed to maximize federal contributions to Idaho's low-income customers.

The programs provide reductions in monthly rates for single line telephone service and/or reductions in one-time costs for installation of telephone service for qualifying customers. The program is administered by the Department of Health and Welfare in accordance with *Idaho Code, § 56-901*.

4.2.1 Eligibility - To be eligible for ITSAP, the participant must:

- A. Apply through the Department of Health and Welfare,
- B. Be head of household,
- C. Have a total gross income at or below 133% of the Office of Management and Budgets (OMB) Poverty guidelines.

4.2.2. Residents of Tribal Lands may be eligible for additional federal assistance if the individual participates in one of the following federal assistance programs:

- A. Bureau of Indian Affairs general assistance;
- B. Tribally administered Temporary Assistance for Needy Families;
- C. Head Start (only those meeting its income qualifying standard);
- D. National School Lunch Program's free lunch program.

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SECTION 4 –RATES AND CHARGES

4.2. IDAHO TELECOMMUNICATIONS SERVICE ASSISTANCE PROGRAM (ITSAP), Continued

4.3.3. Lifeline Discounts – applied to tariffed monthly recurring rates and charges for qualifying residential customers. Monthly discount (not to exceed the rate charged for the grade of subscribed residential basic local exchange service) \$3.50

Additional federal discounts may apply pursuant to federal regulations, 47 C.F.R. Part 54.

4.3.4. The cost of providing assistance through ITSAP shall be recovered by imposing a monthly surcharge determined by the Public Utilities Commission and assessed on each line used for providing residential and business access. Participating ITSAP customers are exempted from this surcharge.

ITSAP Surcharge \$.05/line/month

A surcharge is assessed on all access lines to contribute towards funding for an Idaho Universal Service Fund. The Surcharge Rate is established by the Commission and will be assessed to each business and residential line.

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