



June 27, 2006  
*Via Overnight Delivery*

Carolee Hall  
Idaho Public Utilities Commission  
472 West Washington State House  
Boise, ID 83720-0074

6/27/06 10:28:24  
TMI Technologies, Inc.

210 N. Park Ave.  
Winter Park, FL  
32789

**Re: Docket No. YMX-T-06-01; YMax Communications Corp. Application to Provide Facilities-Based Local Exchange and Resale Interexchange Service**

P.O. Drawer 200  
Winter Park, FL  
32790-0200

Dear Carolee:

In response to your email dated June 26, 2006, I have attached the following amended pages to the YMax Communications Corp. application and tariff:

Tel: 407-740-8575  
Fax: 407-740-0613  
tmi@tminc.com

- 1) Page 6 of the Application – The Applicant is not requesting waivers of any specific requirements at this time; this page has been amended accordingly.
- 2) Section 1, Page 2 of Tariff No. 1 – this page has been amended to remove the definition of deposit. Since the Applicant does not intend to require deposits (see Section 2, page 20 of the tariff), the definition is unnecessary.
- 3) Section 2, Page 32 of Tariff No. 1 – Section 2.11.1.C has been deleted and the subsections renumbered.

Please call me at (407) 740-3031 if you have any questions about the enclosed material or need any additional information.

Please acknowledge receipt of this filing by returning one copy of this transmittal letter date stamped in the self addressed stamped envelope enclosed for that purpose. Thank you for your assistance.

Sincerely,

Sharon Thomas  
Consultant to YMax Communications Corp.

*Enclosure*

cc: P. Russo – YMax  
File: YMax – Idaho Local  
TMS: IDL0600b

### **VIII. Waivers and Regulatory Compliance**

YMax has reviewed all of the Commission's rules applicable to competitive local exchange service and interexchange service providers and agrees to comply with those rules except to the extent the any such rules are explicitly waived generically for carriers in the same class.

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LOCAL EXCHANGE SERVICES TARIFF

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**SECTION 1.0 - DEFINITIONS, CONT'D.**

**Common Carrier** - An authorized company or entity providing telecommunications services to the public

**Company** - YMax Communications Corp., the issuer of this tariff.

**Customer** - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

**Customer Premises** - A location designated by the Customer for the purposes of connecting to the Company's services.

**Customer Terminal Equipment** - Terminal equipment provided by the Customer.

**End Office** - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

**End-User Premises** - A location designated by the Customer for the purposes of connecting to the Company's services.

**Equal Access** - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

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Issued:

Effective:

Dr. Daniel Borislow, CEO and President  
223 Sunset Avenue, Suite 223  
Palm Beach, Florida 33480

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**LOCAL EXCHANGE SERVICES TARIFF**

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**SECTION 2.0 - RULES AND REGULATIONS, CONT'D.****2.11 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.10.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.6.2.

**2.11.1 Termination Liability**

The Customer's termination liability for cancellation of service shall be equal to:

- A.** all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C.** minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

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