

AFFINITY NETWORK INCORPORATED  
d/b/a HorizonOne Communications  
d/b/a VoIP Communications  
d/b/a Optic Communications  
3660 Wilshire Blvd., 4th Floor  
Los Angeles, CA 90010  
Issued: May 22, 2005

Idaho Price List  
Third Revised Page 1  
Cancels Second Revised Page 1

Effective: June 1, 2005

TITLE SHEET  
LONG DISTANCE TELECOMMUNICATION PRICE LIST  
OF

**AFFINITY NETWORK INCORPORATED**  
**d/b/a HorizonOne Communications**  
**d/b/a VoIP Communications**  
**d/b/a Optic Communications**

(N)

Issued by:  
Tariff Administrator  
3660 Wilshire Blvd., 4th Floor  
Los Angeles, CA 90010

This price list, filed with the Idaho Public Utilities Commission, contains the rates, terms and conditions applicable to the Resale Telecommunications Services provided by AFFINITY NETWORK INCORPORATED within the state of Idaho.

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**JUN 1 - 2005**

**Boise, Idaho**

**CHECK SHEET**

Pages 1 through 83, inclusive of this price list are effective as of the date shown. Original and revised pages, as named below, contain all changes from the original price list that are in effect on the date thereon, except as otherwise noted.

<u>Page</u>	<u>Revision Number</u>	<u>Page</u>	<u>Revision Number</u>
1	Third Revised	17.5	Second Revised
2	Sixty Third Revised*	17.6	Second Revised
2.1	Thirty Ninth Revised*	17.7	Second Revised
3	Sixth Revised	17.8	Second Revised
4	Original	17.9	Second Revised
5	Original	18	Second Revised
6	Original	19	Second Revised
7	Fourth Revised	19.1	First Revised
8	Fourth Revised	19.2	Second Revised
9	Original	19.3	Second Revised
10	Original	20	Original
11	Original	20.1	Original
11.1	Original	20.2	Twenty Eighth Revised*
12	Original	21	First Revised
13	Original	22	First Revised
14	Original	23	First Revised
15	Original	24	Third Revised
16	Original	25	Third Revised
16.1	Original	26	Fourth Revised
16.2	Original	27	Fourth Revised
16.3	Original	28	Second Revised
16.4	Original	29	Fourth Revised
16.5	Original	30	Fourth Revised
16.6	Original	31	Fifth Revised
16.7	Original	32	Fourth Revised
16.8	Original	32.1	Sixth Revised
16.9	Original	32.2	Eighth Revised
17	Sixth Revised	32.2.1	Eighth Revised
17.1	Fourth Revised	32.2.1.1	Original
17.2	Fifth Revised	32.2.2	Original
17.3	Fifth Revised	32.3	Second Revised
17.3.1	First Revised	32.4	Original
17.3.2	First Revised	33	Tenth Revised
17.3.3	First Revised	33.1	Second Revised
17.3.4	First Revised	33.2	First Revised
17.3.5	First Revised	33.3	First Revised
17.3.6	First Revised	33.4	First Revised
17.3.7	First Revised	33.5	Second Revised
17.3.8	First Revised	33.6	Second Revised
17.3.9	First Revised	33.7	Second Revised
17.3.10	First Revised	33.7.1	First Revised
17.4	First Revised	33.7.2	First Revised

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\*Denotes pages included with this filing.

**CHECK SHEET (Cont'd)**

<u>Page</u>	<u>Revision Number</u>	<u>Page</u>	<u>Revision Number</u>
33.8	Second Revised	54	First Revised
33.9	Second Revised	55	First Revised
33.10	Second Revised	56	Original
33.11	Second Revised	57	Original
33.12	Second Revised	58	Original
33.13	First Revised	59	Original
33.14	First Revised	60	Original
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43.4	Original	76	First Revised
43.5	Original	77	Original
44	First Revised	78	Original
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46	Fourth Revised	81	Original
47	Second Revised	82	Original
47.1	First Revised	83	Original
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47.3.1	Original		
48	Seventh Revised		
49	Sixth Revised		
49.1	Seventh Revised		
49.1.1	Original		
49.2	Third Revised		
50	First Revised		
51	Twenty Fifth Revised*		
52	Second Revised		
53	First Revised		

\*Denotes pages included with this filing.

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**SYMBOLS**

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

- C** - Changed regulation.
- D** - Delete or discontinue.
- I** - Change Resulting in an increase to a Customer's bill.
- M** - Moved from another price list location.
- N** - New
- R** - Change resulting in a reduction to a Customer's bill.
- T** - Change in text or regulation.

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**PRICE LIST FORMAT**

**A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

**B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the IPUC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet 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 Sheets** - When a price list filing is made with the IPUC, an updated Check Sheet accompanies the price list filing. The Check Sheet lists the sheets contained in the price list, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

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Application of Price List

This price list contains the regulations and rates applicable to the provision of intrastate resale common carrier communications service by AFFINITY NETWORK INCORPORATED within the State of Idaho.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS .**

**Access Line** - An arrangement which connects the customer's location to an Affinity Network Incorporated switching center or point of presence.

**Affinity** - Used throughout this price list to mean Affinity Network Incorporated.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the customer to utilize the Company's service.

(D)

(D)

**Business Day** - 9:00 a.m. to 4:00 p.m., Monday through Friday.

**Call Unit** - One or more Call Units designated as Minimum/Initial, Incremental, Equivalent or Total as defined herein.

(T)

**Cents per minute of usage (CPMU)** - The Carrier's charges billed in whole cents or fractions of cents as Minimum/Initial and/or Incremental Call Units and apply to the duration of time in minutes or fractions thereof beginning when the Customer's call is connected to Carrier's network and ending when the call is disconnected from the network, but is not inclusive of non-transport, non-usage charges.

(T)

(T)

(T)

**Customer or End User** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Company or Carrier** - Affinity Network Incorporated unless otherwise clearly indicated by the context.

**Equal Access** - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, customers presubscribe their telephone line(s) to their preferred interLATA carrier.

**Equivalent Call Unit (ECU)** - A Call Unit equivalent to one or more Incremental Call Units, added to Total Call Units to recover the "non-transport" costs incurred by Carrier in providing service.

**Incremental Call Unit** - The minimum additional period after a Minimum Call Unit for which charges are incurred for a call and, except as otherwise provided in this tariff, equals six (6) seconds.

(T)

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Office of the Secretary  
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**DEC 13 1998**

Boise, Idaho

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS** (Cable) Commission  
Idaho Public Utilities  
Office of the Secretary

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**DEC 13 1998**

(D)  
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(D)

**Minimum/Initial Call Unit (InCU)** - The minimum period for which charges are incurred for calls and, except as otherwise provided for in this tariff, equals 18 seconds measured from the first Bill Second through the sixth Bill Second.

(T)  
(T)

**IPUC** - Idaho Public Utilities Commission.

**LEC** - Local Exchange Company.

**Minimum Billed Call Unit** - The minimum periods of time for which charges are incurred or to which billing time is rounded to meet then minimum billing period provided in this tariff expressed as Call Units.

(D)  
|  
(D)

**Non-Business Day** - 4:01 p.m. to 8:59 a.m., Monday through Friday, and all day Saturday and Sunday.

**Special Access Origination/Termination** - Where access between the customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the end user.

**Switched Access Origination/Termination** - Where access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**Total Call Units** - The number of applicable Call Units (Initial, Incremental, Minimum Billed and/or Equivalent) which when added together determine the charges for a call. Total Call Units include one or more Equivalent Call Units and will appear on a Customer's monthly bill expressed in whole numbers and fractionally in tenths (e.g., .1, .4, .9, 1.4, 5.6, etc.).

(T)

**V & H Coordinates** - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of AFFINITY NETWORK INCORPORATED**

Affinity's services and facilities are furnished for communications originating at specified points within the state of Idaho under terms of this price list.

Affinity installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this price list. Affinity may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Affinity network. The Customer shall be responsible for all charges due for such service arrangement.

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

**2.2 Limitations**

- 2.2.1 Service is offered in Equal Access areas only.
- 2.2.2 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this price list.
- 2.2.3 Affinity reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this price list, or in violation of the law.
- 2.2.4 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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BOISE, IDAHO 83726  
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**AUG 29 1991**

Boise, Idaho

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**SECTION 2 - RULES AND REGULATIONS, CON'T.****2.2 Limitations, con't.**

- 2.2.5 All facilities provided under this price list are directly or indirectly controlled by Affinity Network Incorporated and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.6 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this price list shall apply to all such permitted assignees or transferees, as well as all conditions of service.

**2.3 Use**

Services provided under this price list may be used for any lawful purpose for which the service is technically suited.

**2.4 Liabilities of the Company**

- 2.4.1 Affinity's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this price list, if caused by any person or entity other

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**SECTION 2 - RULES AND REGULATIONS, CON'T.****2.4 Liabilities of Company, con't.****2.4.2 (continued)**

than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

**2.4.3**

The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to , transmitted, or used by the Company under this price list; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

**2.4.4**

No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

**2.4.5**

The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

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**\*All material on this page is new.\***

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.4 Liabilities of Company (Cont'd)**

**2.4.6** Company shall not be liable to any Customer, Authorized User or third party under any law or regulation or any theory of liability, including indemnity, based on claims or because of Company's or its underlying carrier's failure or neglect to have and maintain a system, systems, a network, networks, equipment, facilities or services that are Year 2000 compliant. As the Year 2000 approaches, date information associated with any interfaces between the Company and Customer and/or its Authorized User shall be considered to remain as it is. Any changes in the interfaces, interface format or formats associated with date information shall be processed and worked by Company's Y2K Compliance Division and no change of any nature may be made, used or implemented unless and until approved by Company's Y2K Compliance Division and tested successfully for Y2K compliance. Customer's service may be delayed, canceled, temporarily or permanently discontinued or terminated without liability in the event Company determines that harm to its network, equipment, facilities or services may be caused by a Customer's not having provided proof of its compliance with the Y2K phenomenon.

**2.4.7** The included tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

Idaho Public Utilities Commission  
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**MAY 7 - 1999**

Boise, Idaho

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**SECTION 2 - RULES AND REGULATIONS, CON'T.**

**2.5 Deposits**

The Company does not collect deposits from Customers.

**2.6 Advance Payments**

For Customers whom the Company determines an advance payment is necessary, Affinity reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

**2.7 Taxes**

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

**2.8 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

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**SECTION 2 - RULES AND REGULATIONS, CON'T.****2.9 Installation and Termination**

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this price list.

**2.10 Payment for Service**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Affinity. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be according to the rules and regulations of the billing agent and subject to the rules of regulatory agencies, such as the IPUC. Any objections to billed charges must be reported to the Company or its billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

**2.11 Cancellation by Customer**

Customer may cancel service by providing 30 days written notice to the Company.

**2.12 Interconnection**

Service furnished by Affinity may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with Affinity's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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Boise, Idaho

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**SECTION 2 - RULES AND REGULATIONS, CON'T.****2.13 Refusal or Discontinuance by Company**

Affinity may refuse or discontinue service under the following conditions. Unless otherwise specified, the Customer will be given five (5) days written notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

- (a) For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.
- (b) For the use of telephone service for any other property or purpose other than that described in the application.
- (c) For failure or refusal to provide the Company with a deposit or advance payment to insure payment of bills in accordance with the Company's regulations or failure to meet the Company's credit requirements.
- (d) For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- (e) For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission.
- (f) For non-payment of bills for telephone service.
- (g) Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

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**SECTION 2 - RULES AND REGULATIONS, CON'T.**

**2.13 Refusal or Discontinuance by Company (continued)**

- (h) Without notice in the event of tampering with the equipment furnished and owned by the Company.
- (i) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- (j) For failure of the Customer to make proper application for service.
- (k) For Customer's breach of the contract for service between the Company and the Customer.
- (l) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- (m) For extended periods of inactivity over sixty (60) days.

**2.14 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.15 Tests, Pilots, Promotional Campaigns and Contests**

The Carrier may conduct special tests, pilot programs, waivers and promotions to demonstrate the ease of use, quality of service and to promote the sale of its services.

**2.16 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal. Interruptions caused by equipment or access-code programmed PBXs are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

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**\*All material on this page is new.\***

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.17 General Customer Eligibility Requirements**

Company offers service to all persons and/or entities which meet the following general eligibility requirements. Additional eligibility requirements may apply for specific services and will be described and prescribed in the sections of this tariff applicable to each service offering based on specific eligibility requirements in addition to those following.

**2.17.1 Non-Payment of Charges**

At any time within the two years prior to ordering service from Company, customer may not have had its account with another telecommunications service provider canceled for non-payment of charges.

**2.17.2 Timely Payment of Charges**

At any time within the twelve (12) months prior to ordering service from Company, customer may not have had any history of late payment charges for services provided by another telecommunications service provider.

**2.17.3 No History of Delinquencies**

Presently, or at any time during a previous service period with Company or any commonly-owned telecommunication service provider, Customer may not have had or have any delinquencies in payment of applicable charges.

**2.17.4 Creditworthiness**

Prior to and at all times during service terms, customer must have and maintain credit worthiness determined to be satisfactory to Company in its sole and absolute discretion.

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**MAY 7 - 1999**

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**MAY 7 - 1999**

**2.18 Service Cancellation, Discontinuance and Termination**

Boise, Idaho

Subject to and to be construed consistent with sections 2.2.3 and 2.13, preceding, and under applicable circumstances as set forth following, Company's services may be canceled, temporarily or permanently discontinued or terminated without liability of any kind to customer or any third party. Company's right to cancel, discontinue and/or terminate a service or services applies equally to and/or may in Company's discretion be limited to new orders for or modifications to existing service, new service orders, modifications of services yet to be commenced or other service circumstances.

**2.18.1 Definitions**

A service or services are considered "canceled" when the Company determines not to provision service prior to commencement of that service.

A service or services are considered to be "temporarily discontinued" when Company determines to suspend service or services for a period of time during which the causes underlying the suspension of service are investigated to determine whether a service or services may be reinstated consistent with this tariff and/or applicable law and/or regulation. Temporary discontinuances may not exceed thirty days, unless good cause is shown. At the end of the applicable period of temporary discontinuance, e.g., 30 days, service must be reinstated according to the original terms and conditions applicable to said service or services as set forth in this tariff.

A service or services are considered to be "permanently discontinued" when Company is unable to determine within the applicable period of temporary discontinuance that the service or services cannot be reinstated according to the original terms and conditions applicable to said service or services as set forth in this tariff.

A service or services are considered "terminated" when Company ceases to provision the service or services for a customer or class of customers or determines that offering the service or services is no longer warranted because customer demand for the service or services has fallen below the level needed to maintain the service or services on a cost effective or operationally practical basis or both.

**2.18.2 Cancellation**

**2.18.2.1** A specific service or any combination of multiple services may be canceled if Company determines the customer's service profile does not meet the eligibility requirements applicable to the service or services under this tariff. Company will provide written notice of the cancellation in accordance with the Idaho Public Utilities Commission's Customer Service Rules.

Effective: May 7, 1999

**\*All material on this page is new.\***

Idaho Public Utilities Commission  
Office of the Secretary

**SECTION 2 - RULES AND REGULATIONS (Cont'd)** **ACCEPTED FOR FILING**

**2.18 Service Cancellation, Discontinuance and Termination (Cont'd)**

**MAY 7 - 1999**

**2.18.2 Cancellation (Cont'd)**

**Boise, Idaho**

**2.18.2.2** A specific service or any combination of multiple services may be canceled if Company determines that the customer has a history of late payments, payment delinquencies, a poor credit rating, or a history of disputed billings with Company or other telecommunications service providers. Company will provide written notice of the cancellation in accordance with the Idaho Public Utilities Commission's Customer Service rules.

**2.18.2.3** A specific service or any combination of multiple services may be canceled if Company determines that the customer's representative did not have the authority to order the service or services, fails to provide proof satisfactory to Company that such authority was delegated to the person claiming to represent the customer, or Company determines by any means that the person misrepresented his or her authority on behalf of customer. Company will provide written notice of the cancellation in accordance with the Idaho Public Utilities Commission's Customer Service rules.

**2.18.3 Temporary Discontinuance**

**2.18.3.1** A specific service or any combination of multiple services may be temporarily discontinued if Company determines that circumstances exist which if shown to be true would cause the continuation of the service or services to violate any term or provision of this tariff, any applicable law or regulation, or result in unlawful, abusive, fraudulent, or harassing use or an invasion of another's privacy. Company will provide reasonable advance written notice in accordance with the Idaho Public Utilities Commission's Customer Service rules of any temporary discontinuance; provided that Company may institute a temporary discontinuance without prior notice when Company determines such action is necessary in the public interest, to avoid a possible violation of law, this tariff, or governing regulations or in any circumstance where the rights of a third party may be threatened with substantive harm or damage.

Effective: May 7, 1999

\*All material on this page is new.\*

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**MAY 7 - 1999**

**2.18 Service Cancellation, Discontinuance and Termination (Cont'd)**

Boise, Idaho

**2.18.3 Temporary Discontinuance (Cont'd)**

**2.18.3.2** A specific service or any combination of multiple services may be temporarily discontinued upon written notice in accordance with the Idaho Public Utilities Commission's Customer Service rules if Company determines that a customer's monthly usage exceeds or is projected in any of the next three succeeding billing cycles to exceed customer's estimated usage provided prior to commencement of service by \$500, and customer, having been notified of its unexpected level of usage, and requested to provide specific security for payment of charges, fails to confirm in writing customer's acknowledgment and agreement to the tariffed charge applicable to customer's service or services and provide Company, in Company's sole discretion, subject to compliance with state law and regulation, with either a deposit or an advance payment as duly tariffed herein, in any case, such deposit or advance payment must be provided Company by wire transfer pursuant to banking instructions provided by Company.

**2.18.3.3** A specific service or any combination of multiple services may be temporarily discontinued upon written notice in accordance with the Idaho Public Utilities Commission's Customer Service rules if Company determines that customer's most recent payment was remitted without sufficient funds to cover the then outstanding charges and any arrearage, and customer, having been notified of its insufficient funds, fails to confirm in writing customer's acknowledgment and agreement to the tariffed charges applicable to customer's service or services and provide Company, in Company's sole discretion, subject to compliance with state law and regulation, with either a deposit or an advance payment as duly tariffed herein.

**2.18.3.4** A specific service or any combination of multiple services may be temporarily discontinued upon written notice in accordance with the Idaho Public Utilities Commission's Customer Service rules if customer has not paid the charges for services rendered within thirty (30) days of invoice date and Company determines that customer has or will refuse to pay the invoiced tariffed charges other than for legitimate unresolved disputes about the charges. For purposes of this section, legitimate disputes over charges do not include -

**2.18.3.4.1** Disputes arising from Company's billing and collection of government imposed surcharges, fees, assessments, taxes or other similar charges for which Company is not the originator;

Effective: May 7, 1999

**\*All material on this page is new.\***

Idaho Public Utilities Commission  
Office of the Secretary

**SECTION 2 - RULES AND REGULATIONS (Cont'd) ACCEPTED FOR FILING**

**2.18 Service Cancellation, Discontinuance and Termination (Cont'd) MAY 7 - 1999**

**2.18.3 Temporary Discontinuance (Cont'd)**

Boise, Idaho

2.18.3.4.2 Disputes arising from Company's bill presentation format;

2.18.3.4.3 Disputes arising from Company's rate structure;

2.18.3.4.4 Disputes arising from any cause not related to miscalculations of charges for services rendered; disputes over the services themselves as to quality, reliability, or "as ordered" correctness; and/or

2.18.3.4.5 Customer's dispute of the correctness of Company's determination to reject customer's original "legitimate" dispute of Company's charges.

**2.18.4 Permanent Discontinuance**

A specific service or any combination of multiple services may be permanently discontinued if Company is unable to determine within the applicable period of temporary discontinuance as provided for in section 2.18.3, preceding, that the service or services may be reinstated according to the original terms and conditions applicable to said service or services as set forth in this tariff; or the causes giving rise to the temporary discontinuance in the first instance have not been resolved permitting reinstatement of service on the terms and conditions applicable prior to temporary discontinuance of service. Company will provide prior written notice of permanent discontinuance within a reasonable time, not to exceed five (5) business days once Company determines permanent discontinuance is required.

**2.18.5 Termination**

A specific service or any combination of multiple services may be terminated if Company determines to cease provisioning the service or services for a customer or class of customers for cause. For purposes of this section, "cause" is defined as follows:

2.18.5.1 The circumstances giving rise to Company's determination to cancel, temporarily discontinue or permanently discontinue a service or any combination of multiple services are determined by Company to be immune to positive changes or improvement.

2.18.5.2 The offering of the service or services is no longer warranted because customer demand for the service or services has fallen below the level needed to maintain the service or services on a cost effective or operationally practical basis or both.

Effective: May 7, 1999

**\*All material on this page is new.\***

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.18 Service Cancellation, Discontinuance and Termination (Cont'd)**

**2.18.5 Termination (Cont'd)**

**2.18.5.3** The offering of the service or services is no longer warranted because applicable laws, regulations, or government policy have separately or in combination made continued provisioning of the service or services technically and/or competitively infeasible, economically unviable, or operationally impracticable.

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**MAY 7 - 1999**

**Boise, Idaho**

Effective: January 1, 2003

**\*\*ALL MATERIAL ON THIS PAGE IS NEW\*\***

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**JAN 1 - 2003**

**2.18 Service Cancellation, Discontinuance and Termination (Cont'd)**

Boise, Idaho

**2.18.6 Service Term Commitments**

**2.18.6.1 Termination Charges - Discontinuance Before Expiration.** Should customer discontinue service before the expiration of any term commitment specified in this tariff, customer shall be liable for termination charges as specified in the term commitment.

**2.18.6.2 90-Day Term Agreement** – In consideration for the value of various promotional offerings granted to certain new customers, such customers may elect to be subject to a 90-Day Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by three (3) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination. Customer's 90-Day Term Agreement will automatically renew for subsequent additional 90-Day terms unless customers cancel their account within 30 days of completion of the current term.

**2.18.6.3 6-Month Term Agreement** – In consideration for the value of various promotional offerings granted to certain new customers, such customers may elect to be subject to a 6-Month Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by six (6) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination. Customer's 6-Month Term Agreement will automatically renew for subsequent additional 6-Month terms unless customers cancel their account within 30 days of completion of the current term.

Effective: January 1, 2003

**\*\*ALL MATERIAL ON THIS PAGE IS NEW\*\***

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.18 Service Cancellation, Discontinuance and Termination (Cont'd)**

**2.18.6 Service Term Commitments (Cont'd)**

**2.18.6.4 1-Year Term Agreement** – In consideration for a guarantee, granted to certain new customers, that a customer's long distance Interstate and Intrastate/IntraLata usage rates will not increase during the Agreement term, such customers may elect to be subject to a 1-Year Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by twelve (12) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination.

**2.18.6.5 Discontinuance Without Liability** - Customers may discontinue service before expiration of any term commitment specified in this tariff without incurring the applicable termination charges if customers restructure their service by agreeing to a new service term of equal or greater length as that of the service term customer discontinues or to a new service with a greater volume commitment for a term, the combination of which (that is, the new term and greater volume commitment) has a value equal to or greater than the value of the service being discontinued.

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**JAN 1 - 2003**

Boise, Idaho

**\*\*ALL MATERIAL ON THIS PAGE IS NEW\*\***

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.19 Resolution of Disputes**

The Idaho Public Utilities Commission shall have the authority to investigate and resolve complaints made by subscribers to telecommunication services which are subject to the provisions of Idaho Statute Title 62, Chapter 62-616, which concern the quality and availability of local exchange service, or whether price and conditions of service are in conformance with filed tariffs or price lists, deposit requirements for such service or disconnection of such service by telephone corporations subject to the provisions of Chapter 62-616. The commission may, by order, render its decision granting or denying in whole or in part the subscriber's complaint or providing such other relief as is reasonable based on the evidence presented to the commission at the hearing. Any final order of the commission entered pursuant to this section may be enforced against any telephone corporation by an affected person or by the commission.

All disputes, not resolved pursuant to the Idaho Statute Title 62 procedure outlined above, concerning or affecting any service, rating of services, transfer of service, payments on account, credits, promotions, special offers or services, or any action or service of Company and/or its agents and/or any billing, bills, invoices, or statements of accounts shall be resolved through binding arbitration. Arbitration of disputes, whether raised by the Company or by the Customer, shall resolve all issues between the Company and the Customer, and shall not involve any form of class or collective arbitration nor any form whatsoever of class action lawsuit. A dispute occurs when the customer fails to pay an invoice or contests it for any reason associated with the ordering, installation, provisioning, maintenance, repair, interruption, restoration or termination of any service or facility offered under this Tariff. Once a dispute, not resolved pursuant to the Idaho Statute Title 62 procedure outlined above is raised, arbitration is mandatory, and counterclaims may be asserted. The arbitration shall be administered by the neutral third party administrator (Administrator) jointly chosen by the customer and Company and shall be conducted under rules and procedures normally followed for arbitrations conducted in this country. As a condition of service under this Tariff, and as disclosed in the customer authorization for service (LOA), any dispute, not resolved pursuant to the Idaho Statute Title 62 procedure outlined above, or any counterclaims in response to such a dispute shall be governed by such arbitration rules and procedures.

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**AUG 15 2003**

**SECTION 3 - EXPLANATION OF RATES (Cont'd)**

(T)

**3.1 General**

Service is offered to residential or business customers and is available from equal access originating end offices only.

**3.2 Rate Elements**

(T)

**3.2.1** Long distance usage charges are based on the usage of Affinity's network. The Company will determine that a call has been established through industry standard answer detection methods, including hardware answer detection.

**3.2.2** Chargeable time for a call ends upon disconnection by either party.

**3.2.3** Charges for calls are based on usage of the Company's network (transport) and the related non-transport functions including without limitation, installation/account set up, general and account administration, regulatory fees, and other costs.

**3.2.4** Charges for a call are determined by adding all applicable Call Units as defined in this tariff - Minimum/Initial, Incremental and Equivalent to obtain Total Call Units and are in lieu of additional surcharges, the imposition of minimum service terms or other special charges, unless expressly set forth in this tariff.

Idaho Public Utilities Commission  
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**NOV 20 2000**

Boise, Idaho

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**SECTION 3 - EXPLANATION OF RATES (Cont'd)**

<b>3.2</b>	<b>Rate Elements (Cont'd)</b>	(T)
<b>3.2.5</b>	Reserved for Future Use.	(D)
		(D)
<b>3.2.6</b>	Reserved for Future Use.	(T)
		(D)
		(D)
<b>3.2.7</b>	Reserved for Future Use.	(D/T)
		(D)
		(D)

Idaho Public Utilities Commission  
Office of the Secretary  
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**APR 15 2003**

Boise, Idaho

**SECTION 3 - EXPLANATION OF RATES (Cont'd)**

**3.2 Rate Elements (Cont'd)**

**3.2.8 Call Unit Calculations**

Total charges per call are calculated by using the information provided in Tables 1 or 2 to determine Total Call Units ("TCU's") in each call and by multiplying the TCU's by the rates applicable to the service provided. The following tables may be used to determine the TCU's in any call of a specified duration as shown following:

**TABLE 1 - Calls of a Minute or Less**

<u>Duration (In seconds)</u>	<u>TCU's</u>	
1-18*	3.2	(I) ----- (I)
19-22	3.3	
23-24	3.4	
25-26	3.5	
27-29	3.6	
30	3.7	
31-35	3.9	
36	4.0	
37-42	4.1	
43-44	4.2	
45-48	4.3	
49-53	4.4	
54	4.5	
55-58	4.6	
59	4.7	
60	4.8	

\* calls are subject to an 18-second minimum.

**TABLE 2 - Calls in Minutes**

<u>Duration (In minutes)</u>	<u>Formula Calculations</u>	
1-19.9	TCU's = [Call Duration (in minutes) x 2.2 + 2.6]	(I)
20 +	TCU's = [Call Duration (in minutes) + 26.6]	(I)

Note: The tables preceding can be used in reverse to convert TCU's to minutes of call duration for individual calls.

Idaho Public Utilities Commission  
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**ACCEPTED FOR FILING**

**OCT 1 - 2003**

Boise, Idaho

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**SECTION 3 - EXPLANATION OF RATES (Cont'd)**

**3.2 Rate Elements (Cont'd)**

(D)

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**APR 15 2003**

Boise, Idaho

(D)

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**SECTION 3 - EXPLANATION OF RATES (Cont'd)**

**3.2 Rate Elements (Cont'd)**

(D)

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**APR 15 2003**

Boise, Idaho

(D)

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**SECTION 3 - EXPLANATION OF RATES (Cont'd)**

**3.2 Rate Elements (Cont'd)**

(D)

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**APR 15 2003**

Boise, Idaho

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**SECTION 3 - EXPLANATION OF RATES (Cont'd)**

**3.2 Rate Elements (Cont'd)**

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Office of the Secretary  
**ACCEPTED FOR FILING**

**APR 15 2003**

Boise, Idaho

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**SECTION 3 - EXPLANATION OF RATES (Cont'd)**

**3.2 Rate Elements (Cont'd)**

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(D)

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**APR 15 2003**

Boise, Idaho

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**SECTION 3 - EXPLANATION OF RATES (Cont'd)**

**3.2 Rate Elements (Cont'd)**

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(D)

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**APR 15 2003**

**Boise, Idaho**

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**SECTION 3 - EXPLANATION OF RATES (Cont'd)**

**3.2 Rate Elements (Cont'd)**

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(D)

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**APR 15 2003**

Boise, Idaho

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**SECTION 3 - EXPLANATION OF RATES (Cont'd)**

**3.2 Rate Elements (Cont'd)**

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Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**APR 15 2003**

**Boise, Idaho**

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**SECTION 3 - EXPLANATION OF RATES (Cont'd)**

**3.2 Rate Elements (Cont'd)**

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Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**APR 15 2003**

Boise, Idaho

Effective: April 15, 2003

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**SECTION 3 - EXPLANATION OF RATES (Cont'd)**

**3.2 Rate Elements (Cont'd)**

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Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**APR 15 2003**

Boise, Idaho

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**SECTION 3 - EXPLANATION OF RATES (Cont'd)**

**3.2 Rate Elements (Cont'd)**

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Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**APR 15 2003**

Boise, Idaho

SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

3.2.9 Rounding

A. **Rounding at 18/6.** Company follows the industry practice of "rounding," that is, in its most basic form, when call duration does not end on the nearest whole six second increment, the call's duration is rounded to the next whole 6 six second increment. Services with billing increments of 6 second increments with an 18 second minimum are billed as follows - a minimum of 3 call units, equal to either 3 ICUs of 6 seconds each, or 1 MCU of 18 seconds as the minimum, with additional call duration rounded to the next higher 6 second increment, i.e., the next ICU having a value in this case of a whole 6 seconds.

B. **Rounding to Whole Cents.** Charges for each call are totaled. If the computed charges include a fraction of a cent, the fraction is rounded up to the next whole cent (e.g., \$1.4233 would be rounded up to \$1.43).

3.2.10 When the connection is established in one rate period and ends in another, the rate for each rate period applies to the portion of the connection occurring within that rate period. In the event that a billing increment is split between two rate periods the rate in effect at the start of the billing increment applies.

Idaho Public Utilities Commission  
Office of the Secretary  
ACCEPTED FOR FILING

NOV 20 2000

Boise, Idaho

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**SECTION 3 - EXPLANATION OF RATES (Cont'd)**

**3.2 Rate Elements (Cont'd)**

**3.2.11** Reserved for Future Use.

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Office of the Secretary  
**ACCEPTED FOR FILING**

**APR 15 2003**

**Boise, Idaho**

Effective: April 15, 2003

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**SECTION 3 - EXPLANATION OF RATES (Cont'd)**

**3.2 Rate Elements (Cont'd)**

**3.2.11** Reserved for Future Use.

(T)

(D)

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**APR 15 2003**

Boise, Idaho

(D)

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**SECTION 3 - EXPLANATION OF RATES (Cont'd)**

**3.2 Rate Elements (Cont'd)**

**3.2.11** Reserved for Future Use.

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(D)

(D)

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**APR 15 2003**

Boise, Idaho

Effective: April 15, 2003

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**SECTION 3 - EXPLANATION OF RATES (Cont'd)**

**3.2 Rate Elements (Cont'd)**

**3.2.11** Reserved for Future Use.

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Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**APR 15 2003**

Boise, Idaho

Effective: April 15, 2003

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**SECTION 3 - EXPLANATION OF RATES (Cont'd)**

**3.2 Rate Elements (Cont'd)**

3.2.11 Reserved for Future Use.

(T)

(D)

(D)

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Office of the Secretary  
**ACCEPTED FOR FILING**

**APR 15 2003**

Boise, Idaho

SECTION 3 - DESCRIPTION OF SERVICE

3.3 Service Description

3.3.1

3.3.2 Schedule A Service

Schedule A Service allows Customers to place direct dialed calls to any terminating location served by Affinity. Customers are presubscribed to the Affinity network. Calls originate and terminate over switched access facilities. Calls are billed based on Initial Call Units and Incremental Call Units as defined herein. Time of day discounts apply.

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3.3.3 Schedule B Service

Schedule B Service allows Customers to place direct dialed calls to any terminating location served by Affinity. Schedule B applies to calls placed between a dedicated access location and a switched access location. Calls are billed based on Initial Call Units and Incremental Call Units as defined herein. Time of day discounts apply.

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3.3.4

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|  
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Schedule A and Schedule B Services are not available to new Customers after the effective date shown on this page.

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T

Issued: May 5, 1994

Issued by: Sam Delug, President  
3550 Wilshire, Suite 1500  
Los Angeles, CA 90010

Effective May 15, 1994  
Idaho Public Utilities Commission  
Office of the Secretary

ACCEPTED FOR FILING

MAY 15 1994

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SECTION 3 - DESCRIPTION OF SERVICE

3.3.5 [RESERVED FOR FUTURE USE]

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3.3.6 [RESERVED FOR FUTURE USE]

3.3.7 [RESERVED FOR FUTURE USE]

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Issued: May 5, 1994

Effective May 15, 1994  
Idaho Public Utilities Commission  
Office of the Secretary

Issued by: Sam Delug, President  
3550 Wilshire, Suite 1500  
Los Angeles, CA 90010

ACCEPTED FOR FILING

MAY 15 1994

Boise, Idaho

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SECTION 3 - DESCRIPTION OF SERVICE, CON'T.

3.3 Product Descriptions, continued

3.3.8

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3.3.9

D

D

D

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Issued: May 5, 1994

Effective: May 15, 1994  
Idaho Public Utilities Commission  
Office of the Secretary

Issued by: Sam Delug, President  
3550 Wilshire, Suite 1500  
Los Angeles, CA 90010

ACCEPTED FOR FILING

MAY 15 1994

Boise, Idaho

AFFINITY NETWORK INCORPORATED  
Tariff Administrator  
4380 Boulder Highway  
Las Vegas, NV 89121  
Issued: December 3, 1998

Idaho Price List  
Second Revised Page 19.2  
Cancels First Revised Page 19.2

Effective: December 13, 1998

[RESERVED FOR FUTURE USE]

(D)

(d)

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**DEC 13 1998**

Boise, Idaho

AFFINITY NETWORK INCORPORATED  
Tariff Administrator  
4380 Boulder Highway  
Las Vegas, NV 89121  
Issued: December 3, 1998

Idaho Price List  
Second Revised Page 19.3  
Cancels First Revised Page 19.3  
Effective: December 13, 1998

[RESERVED FOR FUTURE USE]

(D)

(D)

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**DEC 13 1998**

Boise, Idaho

**SECTION 3 - DESCRIPTION OF SERVICE, CON'T.**

**3.4 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

Step 1 - Obtain the "V" and "H" coordinates for the serving wire center of the originating and the destination points.

Step 2 - Obtain the difference between the "V" coordinates of each of the wire centers. Obtain the difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

Issued: August 1, 1991

Effective:

Issued by: Sam Delug, President  
3550 Wilshire, Suite 1500  
Los Angeles, CA 90010

Idaho Public Utilities Commission  
Office of the Secretary  
ACCEPTED FOR FILING

AUG 29 1991

Boise, Idaho

Effective: February 13, 1998

**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D)**

**3.5 Telecompetitive Service Offerings ("TSOs")**

(N)

From time to time, Carrier shall tariff rates or select tariffed rates, the purpose of and/or design for which is to retain Carrier's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential customers, which if not matched or bettered would result in the loss of an existing or potential customer and/or in the reduction of traffic volume of the customer. Carrier either shall require customer confirmation of the competitive offer in writing or shall confirm the availability of a more favorable competitive rate from published tariffs, marketing materials, or other public sources to establish a customer's right to obtain a TSO.

3.5.1 TSOs will comply with the Carrier's net revenue test which is founded on established economic principles ensuring above-cost pricing.

3.5.2 A customer or potential customer which is similarly situated may request service under a new or previously tariffed TSO. To qualify as a similarly situated customer for purposes of this Section, the customer seeking the TSO must demonstrate the existence of circumstances substantially and materially like those which justified the TSO as tariffed.

3.5.3 An existing customer or potential customer unable to demonstrate being similarly situated under a tariffed TSO may, nonetheless, be able to qualify for a different or new TSO tailored to that customer's circumstances.

3.5.4 TSOs are available for all rates published in this Tariff.

3.5.5 Whenever a customer's competitive offer entails a rate which is not at the time offered by the Company, a specifically responsive competitive rate (RCR) matching that otherwise available from the competitive offering shall be tariffed in Section 4, following.

**3.6 Benchmark Rates**

Certain rates set forth in Section 4 of this tariff are "benchmarked," that is, keyed to a customer's monthly revenue volume and/or term commitments. Customers whose monthly revenue volume and/or term commitments do not meet the applicable benchmark(s) may obtain the benchmarked rate pursuant to Section 3.5 preceding.

(N)

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.7 Freedom Plans**

Subject to Section 5.1 following, Carrier offers services under its Freedom Plan for Business Users based on the Rate Plans and categories as specified following. Rates are graduated as shown in Table 1 following, higher to lower, that is, Rate Category I for the Cairo 2 Rate Plan contains Carrier's lowest offered rates and Rate Category XI for the Basic Q Rate Plan contains Carrier's top rates.

Table 1

Rate Plan	Rate Category
Basic Q	XI
Classic Q	X
Classic 2	IX
Classic 1	VIII
Universal	VII
Prime 2	VI
Prime 1	V
Super 1	IV
Super 2	III
Cairo 1	II
Cairo 2	I

3.7.1 Any Rate Category I-IX customers in service on or before January 15, 2009, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories, effective for all calls on or after April 15, 2009, that are reflected on invoices rendered on or after May 15, 2009. (C/I)

3.7.2 Any Rate Category X customers in service on or before January 15, 2009, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to Rate Category XI, effective for all calls on or after April 15, 2009, that are reflected on invoices rendered on or after May 15, 2009. (C/I)

3.7.3 Reserved for Future Use.

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APR 15 2009

Boise, Idaho

AFFINITY NETWORK INCORPORATED  
4380 Boulder Highway  
Las Vegas, NV 89121  
Issued: December 3, 1998

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First Revised Page 21  
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Boise, Idaho

**SECTION 4 - RATES (Cont'd.)**

**4.2 Time of Day Rate Periods**

The appropriate rates apply for day, evening and night/weekend calls based on the following chart.

Times	Mon	Tues	Wed	Thur	Fri	Sat	Sun
9:00 am to 4:00 pm	Daytime Period						
4:01 pm to 11:00 pm	Evening Period						Eve.
11:00 pm to 8:59 am	Night/Weekend Period						

The appropriate rates apply for Peak/Business Day and Non-Peak/Non-Business Day calls based on the following chart.

Times	Mon	Tues	Wed	Thur	Fri	Sat	Sun
9:00 am to 4:00 pm	Peak/Business Day Period						
4:00 pm to 9:00 am	Non-Peak/Non-Business Day Period						

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**SECTION 4 - RATES, CON'T.**

**4.3**

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Issued: March 16, 1993

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Issued by: Sam Delug, President  
3550 Wilshire, Suite 1500  
Los Angeles, CA 90010

Idaho Public Utilities Commission  
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**MAR 30 1993**

Boise, Idaho

AFFINITY NETWORK INCORPORATED  
3550 Wilshire Blvd., Suite 1500  
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**SECTION 4 - RATES, CONT'D.**

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Idaho Public Utilities Commission  
Office of the Secretary  
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**MAY 16 1997**

Boise, Idaho

AFFINITY NETWORK INCORPORATED  
3550 Wilshire Blvd., Suite 1500  
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**SECTION 4 - RATES, CONT'D.**

(D)

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Idaho Public Utilities Commission  
Office of the Secretary  
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**MAY 16 1997**

Boise, Idaho

AFFINITY NETWORK INCORPORATED  
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Los Angeles, CA 90010  
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AFFINITY NETWORK INCORPORATED  
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Boise, Idaho

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**SECTION 4 - RATES (CONT'D)**  
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Boise, Idaho

AFFINITY NETWORK INCORPORATED  
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**SECTION 4 - RATES (Cont'd.)**  
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Boise, Idaho



AFFINITY NETWORK INCORPORATED  
3660 Wilshire Blvd., 4th Floor  
Los Angeles, CA 90010

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**SECTION 4 - RATES (Cont'd)**

**4.4 - 4.6 Reserved for Future Use.**

Company offers two Freedom Plans, its Freedom Plan 2000 and its Freedom Plan for Business Users. Company's standard tariff rate methodology applies in each invoice under its Freedom Plan 2000. The following Freedom Plans rate plans, the Basic Q, Classic Q, Classic 2, Classic 1, Universal, Prime 2, Prime 1, Super 1, Super 2 and Cairo are offered. The provisions of sections 3.2, 3.7, and 4.23 of this tariff apply. In addition, section 5.1 applies to Company's Freedom Plan for Business Users. Company's Freedom Plans rates are as follows: (T)

**4.7 Basic Q Rate Plan**

Basic Q rates are provided to customers with no minimum monthly intrastate usage requirement at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0825	\$0.0275
Off-Peak/Non-Business Day	\$0.0825	\$0.0275

**4.8 Classic Q Rate Plan**

Classic Q rates are provided to customers whose minimum monthly intrastate usage is over \$5.00 at the following rates: (C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0678	\$0.0226
Off-Peak/Non-Business Day	\$0.0678	\$0.0226

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Boise, Idaho

**SECTION 4 - RATES (Cont'd)**

**4.9 Classic 2 Rate Plan**

Classic 2 rates are provided to customers whose minimum monthly intrastate usage is over \$10.00 at the following rates: (C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0597	\$0.0199
Off-Peak/Non-Business Day	\$0.0597	\$0.0199

**4.10 Classic 1 Rate Plan**

Classic 1 rates are provided to customers whose minimum monthly intrastate usage is over \$15.00 at the following rates: (C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0567	\$0.0189
Off-Peak/Non-Business Day	\$0.0567	\$0.0189

**4.11 Universal Rate Plan**

Universal rates are provided to customers whose minimum monthly intrastate usage is over \$20.00 at the following rates: (C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0537	\$0.0179
Off-Peak/Non-Business Day	\$0.0537	\$0.0179

**4.12 Prime 2 Rate Plan**

Prime 2 rates are provided to customers whose minimum monthly intrastate usage is over \$25.00 at the following rates: (C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0417	\$0.0139
Off-Peak/Non-Business Day	\$0.0417	\$0.0139

**4.13 Prime 1 Rate Plan**

Prime 1 rates are provided to customers whose minimum monthly intrastate usage is over \$30.00 at the following rates: (C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0387	\$0.0129
Off-Peak/Non-Business Day	\$0.0387	\$0.0129

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**SECTION 4 - RATES (Cont'd)**

**4.14 Super 1 Rate Plan**

Super 1 rates are provided to customers whose minimum monthly intrastate usage is over \$35.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0357	\$0.0119
Off-Peak/Non-Business Day	\$0.0357	\$0.0119

**4.15 Super 2 Rate Plan**

Super 2 rates are provided to customers whose minimum monthly intrastate usage is over \$40.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0327	\$0.0109
Off-Peak/Non-Business Day	\$0.0327	\$0.0109

**4.16 Cairo 1 Rate Plan**

The Cairo 1 Rate Plan can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided exclusively to new customers, whose minimum monthly intrastate usage is over \$25.00, at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0327	\$0.0109
Off-Peak/Non-Business Day	\$0.0327	\$0.0109

**4.17 Cairo 2 Rate Plan**

The Cairo 2 Rate Plan can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided to new, "saved" or "Winback" customers, whose minimum monthly intrastate usage is over \$30.00, at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0147	\$0.0049
Off-Peak/Non-Business Day	\$0.0147	\$0.0049

**4.18 - 4.21 Reserved For Future Use.**

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**\*ALL MATERIAL ON THIS PAGE IS NEW\***

**SECTION 4 - RATES (Cont'd)**

**4.22 Limited-Class Switched Rates**

**4.22.1 Limited-Class "X" Rates.** The following rates are available to new customers and "save" or "winback" customers. Calls made under these rate plans shall not be subject to the addition of Equivalent Call Unit's (ECU's) as described in the sections preceding.

**A. X-1 Rate Plan**

X-1 rates are provided to customers whose estimated minimum monthly intrastate usage is over \$100.00 at the following rates:

	<u>Minimum Call Unit</u> <u>or Fraction</u>	<u>Incremental Call Unit</u> <u>or Fraction</u>
Peak/Business Day	\$0.0357	\$0.0119
Off-Peak/Non-Business Day	\$0.0357	\$0.0119

**B. X-2 Rate Plan**

X-2 rates are provided to customers whose estimated minimum monthly intrastate usage is over \$110.00 at the following rates:

	<u>Minimum Call Unit</u> <u>or Fraction</u>	<u>Incremental Call Unit</u> <u>or Fraction</u>
Peak/Business Day	\$0.0327	\$0.0109
Off-Peak/Non-Business Day	\$0.0327	\$0.0109

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**SECTION 4 - RATES (Cont'd)**

**4.23 Rates for Calls Terminated to a Mobile Phone or Pager**

From and after February 3, 2000, calls terminated to a mobile phone or pager shall be charged the following rates:

<u>Minimum Call Unit</u> <u>or Fraction</u>	<u>Incremental Call Unit</u> <u>or Fraction</u>
\$0.0657	\$0.0219

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**SECTION 4 - RATES (Cont'd)**

**4.24 Rates for Calling Cards**

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Rates for calling card calls which are not associated with other services are time of day sensitive.

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0918	\$0.0306
Off-Peak/ Non-Business Day	\$0.0825	\$0.0275

**4.25 Calling Card "Bong" Charge**

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A \$0.50 per call charge applies to each call initiated using calling card access.

**4.26 Account Recourse Charges (ARCs).** Customers choosing to close their respective accounts with Company prior to the completion of a continuous service period of six consecutive invoices are subject to Account Recourse Charges (ARCs). Account Recourse Charges include one of two adjustments in 1+ and toll free access service rate(s) and a separate adjustment in calling card rates for the final period of service which immediately precedes Customer's service termination. Application of ARC charges are determined on the day prior to the final day of active service for each Customer, that is, the last day on which Customer utilizes the Company's services. All ARCs are billed in the final invoice rendered. ARC charges do not apply if the final day of active service is the last day of the Customer's first invoice period.

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| A. | Final Adjusted Invoice Rate (FAIR)<br>For a Customer whose last service date is less than 18 days into Customer's final billing cycle. | \$0.558 per applicable full billing increment  |
| B. | Final Adjusted Invoice Rate (FAIR)<br>For a Customer whose last service date is more than 18 days into Customer's final billing cycle. | \$ 0.279 per applicable full billing increment   |
| C. | Final Adjusted Invoice Rate (FAIR)<br>Calling Card Service   | \$ 0.306 per applicable full billing increment for all services plus a call set up charge of \$0.50 per call |

Separate FAIR charges are applied pursuant to Company's applicable international and interstate tariffs.

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**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND  
TELECOMPETITIVE SERVICE OFFERINGS**

**5.1 Freedom Plan for Business Users**

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Any business Customer meeting the eligibility requirements set forth following is eligible for the Freedom Plan for Business Users. The Freedom Plan for Business Users applies only to calls that originate and terminate within Idaho during Business Day hours. The following services are eligible for the Freedom Plan for Business Users: 1+ Outbound, Toll Free Access (800/888/877), and Internet Access. The Freedom Plan for Business Users does not apply to calling card calls.

**5.1.1** Under the Freedom Plan for Business Users, the Company will waive the ECU rate component for the first and second periods of service within the regular billing cycle for each Customer eligible for and selecting the Freedom Plan for Business Users. Company's standard tariff rates apply at the expiration of this introductory period.

**5.1.2** To be eligible for the Freedom Plan for Business Users, Customer must not have had its account with any carrier canceled for nonpayment of charges, must not have a history of late payment of charges at any time during the 12 month period preceding customer's service commencement date with Company, and must have originated and terminated usage within the state of Idaho within the 30 day period preceding customer's service commencement date with Company.

**5.1.3 Reserved for Future Use.**

**5.1.4 Usage Rate Guarantee.**

The usage rates (the rates for call duration billed as Minimum and Incremental Call Units) for Peak/Business Day hours ranging from \$0.0119 to \$0.226 charged to customers using Company's Freedom Plan for Business Users will not be increased over a service period covered by 12 consecutive invoices. The usage rate for Peak/Business Day hours at \$0.119 charged to customers using Company's Freedom Plan for Business Users will not be increased over a service period covered by 6 consecutive invoices. To qualify, Customer must contact Company and have verified that Customer has received a bona fide comparable competitive offer.

**Exclusions.** Company's lowest rate of \$0.109 is excluded from this guarantee and the usage rates for international and/or calling card services are not included nor affected by this offer.

**5.1.5 Terms and Conditions.** Each term and condition of this Section 5 and Company's Tariff F.C.C. No. 4, including specific eligibility provisions, apply and serve to qualify the availability and continuation of a Customer's call unit rate guarantee as set forth herein.

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**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND  
TELECOMPETITIVE SERVICE OFFERINGS**

**5.1 Freedom Plan for Business Users (Cont'd)**

(N)

**5.1.6 "One, Two, Three, Every Third Invoice Free" Promotion**

New customers who meet the eligibility requirements set forth below, may receive credits under the "One, Two, Three, Every Third Invoice Free" Promotion as follows:

- A. A credit applied to customer's first, second and third invoices equal to 33% of customer's long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
- B. A credit applied to every third invoice, starting with customer's sixth invoice (6<sup>th</sup>, 9<sup>th</sup>, 12<sup>th</sup>, etc.), equal to an average of the long distance call traffic charges appearing on the two invoices immediately preceding the credit invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges.

This promotion is non-cumulative and can not be carried over to any following month or otherwise accumulated. Should the calculated credit to be applied to the sixth, or subsequent invoices exceed the actual long distance call traffic charges for that credit invoice, then the credit amount is limited to the actual amount of long distance call traffic charges appearing on that credit invoice.

**Eligibility.** To be eligible for this offering, customers must: have initiated new service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have less than fifty dollars sixty days past due; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer's credit invoice(s). Additionally, Customers must contact the Company to confirm the promotion selection, after service initiation, to be eligible to receive the sixth and subsequent invoice credits, prior to the sixth and each subsequent invoice credit invoice.

(N)

**5.2 - 5.3 Reserved For Future Use.**

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Boise, Idaho

AFFINITY NETWORK INCORPORATED  
3660 Wilshire Blvd., 4th Floor  
Los Angeles, CA 90010  
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**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND  
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

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**5.4 INETBA Service**

**INETBA Service** offers Company's Freedom Plan 2000 and Freedom Plan for Business Users (collectively, the "Freedom Plans") intrastate interexchange services in exclusive combination with its Internet Web page design and hosting services and its Internet Access - DSL services where facilities are available. Any small business which orders Company's Internet Web page design and hosting services and who meets all other eligibility requirements applicable to the Freedom Plans set forth in this tariff is eligible for INETBA Service. INETBA Service is available for calls that originate and terminate within this state, and includes 1+ Outbound, Toll Free Access (800/888/877), and Calling Card calling. All rate provisions applicable to Company's Freedom Plans, Sections 3.2, 3.7, 4.5 - 4.6, and 4.8 - 4.15, and all other provisions of this tariff applicable to the Freedom Plans apply to INETBA Service except as otherwise provided.

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Boise, Idaho

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND  
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

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**5.5 Advantage Card Service (ACS)**

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in 5.5.1 following. Each ACS Customer who maintains its eligibility is entitled to free calling card calling equal to 30% of the average monthly charges incurred for the ACS Customer's non-calling card calling beginning with Customer's 2nd invoice following Customer commencement of service as an ACS Customer ("Total Calling Advantage").

**5.5.1 Eligibility**

Company's Advantage Card Service (ACS) becomes available once a Customer has completed a minimum of 30 consecutive days of "on-line" services offered by Company (that is, any stand-alone or combination of interexchange, toll free, local, Internet access or Internet site services), whose account is current (no delinquencies in payment occurring or having occurred) and whose billing cycle has remained consistently consecutive (without interruption for any cause).

**5.5.2 Limitations and Disclaimers**

- A. ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.
- B. The ACS Total Calling Advantage will be reflected in Customer's second invoice following commencement of ACS service.
- C. ACS Calling Advantages are not available with any other promotional offering, or any "save/winback" program offered by Company except as provided in E following.
- D. Each month's ACS Total Calling Advantage is noncumulative (cannot be carried over to any following month or otherwise accumulated).
- E. Subject to and in accordance with the provisions of Section 3.5 preceding and the eligibility requirements of 5.5.1 preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required 5.5.1 preceding.
- F. An ACS Customer whose service is terminated for cause or which voluntarily terminates Company's service forfeits all unused credits.

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**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND  
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

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**5.5 Advantage Card Service (ACS)**

**5.5.3 Reinstatement**

An ACS Customer which has lost its eligibility for the Total Calling Advantage may reinstate its eligibility for the Total Calling Advantage by curing any outstanding delinquency and/or by qualifying as a winback customer. Once reinstated, the ACS Customer must maintain its eligibility in good standing.

**5.5.4 Rates**

The rates set forth in Section 4.24 preceding apply to ACS service.

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**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND  
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

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**5.6 Customer Advantage Plans ("CAPs")**

**5.6.1 General Terms and Conditions**

From time to time, rates may be tariffed or tariffed rates selected, a "Customer Advantage Plan" or "CAP," the purpose and/or design for which is to retain Company's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential Customers, which if not matched or bettered would result in the loss of an existing or potential Customer and/or in the reduction of traffic volume of a Customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a Customer's right to obtain a CAP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Advantage Plan offerings are available for eligible Customers taking outbound and inbound equal access switched services of Company originated from and terminated to locations within this state whenever Company determines that but for the availability of these rates, Company will not retain an existing Customer ("save") or will not be able to winback a prior Customer already having switched its services to another carrier ("winback"). The following terms and conditions must exist for any CAP to be valid.

- A. CAPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
- B. A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CAP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CAP must demonstrate the existence of circumstances substantially and materially like those which justified the CAP as tariffed.

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND  
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

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5.6 Customer Advantage Plans (Cont'd)

5.6.1 General Terms and Conditions (Cont'd)

- C. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that Customer's circumstances.
- D. CAPs are available for all published rates.
- E. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 5.
- F. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.
- G. To receive the Invoice Free CAPs pursuant to 5.6.2 through and including 5.6.6 following, a Customer must call Customer Care before the issuance date of each credit bearing invoice to verify Customer eligibility except as otherwise provided following.

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**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND  
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

**5.6 Customer Advantage Plans (Cont'd)**

**5.6.2 Customer 6th and 12th Invoice Advantage Plan**

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th and 12th invoices as provided following.

5.6.2.1 For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice, and for the consecutive eleven-month period preceding Customer's 12th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

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5.6.2.2 Eligibility. To be eligible for the 6th and 12th invoice free bonuses, each Customer must:

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
- have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
- have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eleventh invoice; and
- pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under 5.6.2.1, preceding.

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**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND  
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

**5.6 Customer Advantage Plans (Cont'd)**

**5.6.3 Customer 6th, 10th, and 14th Invoice Advantage Plan**

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 10th, and 14th invoices as provided following.

5.6.3.1 For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice, for the consecutive nine-month period preceding Customer's 10th invoice, and for the consecutive thirteen month period preceding Customer's 14th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

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5.6.3.2 Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each Customer must:

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (5, 9, and 13 months) of service;
- have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
- have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- pay all charges rendered in Customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under 5.6.3.1, preceding.

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Boise, Idaho

SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND  
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

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5.6 Customer Advantage Plans (Cont'd)

5.6.4 Customer "Thanks for Taking the Time" Advantage Plans

5.6.4.1 "Thanks for Taking the Time" - 1 ("TTT-1") Advantage Plan

On and after September 18, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" ("TTT-1") service promotion.

- A. Card Denominations. Under this promotion, Company's debit card is available in \$25, \$50, and \$150 denominations based on the end user's monthly volume of usage.

<u>Denomination</u>	<u>Monthly Usage Volume</u>
\$25.00	0 - \$49.99
\$50.00	\$50.00 - \$149.99
\$150.00	\$150.00 - \$249.99

- B. Rates. The rates for calls using the Company's TTT-1 service are time of day insensitive; decremented in sixty (60) second increments based on a minimum call unit of 60 seconds; and rounded to the next whole 60 second increment.

<u>Minimum Call Unit Value @ 60 seconds or Fraction</u>	<u>Incremental Call Unit Value @ 60 seconds or Fraction</u>
\$0.306	\$0.306

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**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND  
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**5.6 Customer Advantage Plans (Cont'd)**

**5.6.4 Customer "Thanks for Taking the Time" Advantage Plans (Cont'd)**

**5.6.4.1 "Thanks for Taking the Time" - 1 ("TTT-1") Advantage  
Plan (Cont'd)**

- C. Availability. Company's TTT-1 service promotion is available on and after September 18, 2000 until March 18, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.
- D. Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT-1 Card prior to the sunset date or Company's discretionary withdrawal of the TTT-1 Card promotion shall receive service until its TTT-1 Card calling capacity is exhausted by use or specified usage deadline. Each TTT-1 Card expires one (1) year from date of activation.

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**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND  
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

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**5.6 Customer Advantage Plans (Cont'd)**

**5.6.4 Customer "Thanks for Taking the Time" Advantage Plans (Cont'd)**

**5.6.4.2 "Thanks for Taking the Time"-2 ("TTT-2") Advantage Plan**

On and after September 18, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" service promotion.

- A.** Card Denominations. Under this promotion, a Company debit card is available in a single \$250 denomination based on the end user's monthly volume of usage.

<u>Denomination</u>	<u>Monthly Usage Volume</u>
\$250.00	\$250.00+

- B.** Rates. The rates for calls using the Company's TTT service are time of day insensitive; decremented in sixty (60) second increments based on a minimum call unit of 60 seconds; and rounded to the next whole 60 second increment.

<u>Minimum Call Unit Value @ 60 seconds or Fraction</u>	<u>Incremental Call Unit Value @ 60 seconds or Fraction</u>
\$0.306	\$0.306

- C.** Availability. Company's TTT service promotion is available on and after September 18, 2000 until March 18, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND  
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

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**5.6 Customer Advantage Plans (Cont'd)**

**5.6.4 Customer "Thanks for Taking the Time" Advantage Plans (Cont'd)**

**5.6.4.2 "Thanks for Taking the Time"-2 ("TTT-2") Advantage Plan  
(Cont'd)**

- D. Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT Card prior to the sunset date or Company's discretionary withdrawal of the TTT Card promotion shall receive service until its TTT Card calling capacity is exhausted by use or specified usage deadline. Each TTT Card expires one (1) year from date of activation.
- E. Second Card Availability. During the term of this promotional offering, a second TTT Card in the same denomination listed in Section 5.6.4.2.A preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in 5.4 preceding.

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**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND  
 TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

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**5.6 Customer Advantage Plans (Cont'd)**

**5.6.5 Customer S&W Prepaid Advantage Plan**

On and after September 18, 2000, any customer which qualifies as a "save" or "winback" customer will upon so qualifying receive a Company prepaid (debit) card or cards equal to the "saved" or "wonback" Customer's immediately preceding full month's (30 days) volume of non-calling card charges multiplied by 2.5. The table following demonstrates how the denomination of an S&W card is determined on a per-Customer basis.

Table

Customer's Prior Month's Non-Calling Card Charges *	2.5 Factor	S&W Calling Card Denomination(s)
\$ 50.00	x 2.5	\$125.00
75.00	x 2.5	187.50
90.00	x 2.5	225.00
100.00	x 2.5	250.00
150.00	x 2.5	250.00+125.00
250.00	x 2.5	250.00+250.00+125.00

\*Sample levels only. Company reserves the right to round down the actual capacity of any S&W Card.

**5.6.5.1 Rates.** The rates for calls using the Company's S&W Card are time of day insensitive; decremented in sixty (60) second increments with a minimum call unit of 60 seconds; and are rounded to the next whole 60 second increment.

Minimum Call Unit <u>@ 60 seconds or Fraction</u>	Incremental Call Unit <u>@ 60 seconds or Fraction</u>
\$0.306	\$0.306

**5.6.5.2 Availability.** Company's S&W Card service promotion is available on and after September 18, 2000 until March 18, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND  
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

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5.6 Customer Advantage Plans (Cont'd)

5.6.5 Customer S&W Prepaid Advantage Plan (Cont'd)

5.6.5.3 Limitations. Company reserves the right to withdraw and/or terminate this plan at any time prior to its sunset date; provided that any Customer which has received an S&W Card prior to the sunset date or Company's discretionary withdrawal of S&W Card plan shall receive service until its S&W Card calling capacity is exhausted by use or by the specified usage deadline. Each S&W Card expires ninety (90) days from date of activation (the specified usage deadline).

5.6.5.4 Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the Customer as listed in Section 5.6.5.1 preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth in 5.4 preceding.

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**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND  
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

**5.6 Customer Advantage Plans (Cont'd)**

**5.6.6 Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan**

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 9th, 13th, 19th, 22nd, and 26th invoices as provided following.

- 5.6.6.1** For each five, and the immediately succeeding three, and next immediately succeeding four, and next immediately succeeding six, and next immediately succeeding three, and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 25 consecutive invoices), a credit shall be calculated equal to the lower (C) of either (i) the average of the Customer's monthly charges (C) excluding calling card charges, fees, taxes, surcharges, (T) assessments, and similar charges ("eligible charges"), for (T) the consecutive five month period preceding Customer's 6th invoice, for the consecutive eight-month period preceding (T) Customer's 9th invoice, for the consecutive twelve-month (T) period preceding Customer's 13th invoice, for the (T) consecutive eighteen-month period preceding Customer's 19th invoice, for the consecutive twenty-one-month period (T) preceding Customer's 22nd invoice, and for the consecutive (T) twenty-five month period preceding Customer's 26th invoice; (N) or (ii) a credit which equals the eligible charges on the (N) invoice in which the credit is applied. (N)

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Boise, Idaho

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND  
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

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**5.6 Customer Advantage Plans (Cont'd)**

**5.6.6 Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan  
(Cont'd)**

**5.6.6.2 Eligibility.** To be eligible for the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonuses, each Customer must:

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no 90-day or older outstanding unpaid balance, and no 60-day or older outstanding unpaid balance equal to or greater than \$50.00;
- have received first five, eight, twelve, eighteen, twenty-one, and then twenty-five additional consecutive and uninterrupted invoices over the preceding twenty-five month period;
- have selected the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice;
- pay all charges rendered in Customer's fifth and related eighth, twelfth, eighteenth, twenty-first, and twenty-fifth invoice in excess of the amount of the applicable credits as calculated under 5.6.6.1, preceding; and

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**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND  
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

(T)  
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**5.6 Customer Advantage Plans (Cont'd)**

**5.6.6 Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan  
(Cont'd)**

**5.6.6.2 (Cont'd)**

- contact Company's Customer Care Department to confirm eligibility and to activate the Promotion. A Customer must contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice in order to receive all six invoice credits. A Customer who meets and continues to meet all other Eligibility requirements except that it does not contact Customer Care to activate the promotion until a date subsequent to the last day in the period of service covered by Customer's fifth invoice, will receive all credits on specified invoices (9th, 13th, 19th, 22nd, and 26th) generated by Company after the required contact with Customer Care is made, but will not retroactively receive a credit for any specified invoice already generated by Company.

Example: A Customer that meets all other eligibility requirements, except that it does not contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice to activate the promotion, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to Section 5.6.6.1 preceding for the 9th, 13th, 19th, 22nd, and 26th invoices; the Customer will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.

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**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND  
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

**5.6 Customer Advantage Plans (Cont'd)**

**5.6.7 Save/Winback Off-Peak/Non-Business Day Adjustments**

Customers whose rates are adjusted pursuant to Section 4.16 preceding (T) and who then qualify as a "save" or "winback" customer are eligible to | be rerated to the rates prior to any applicable adjustment made | pursuant to Sections 4.16. (T)

**5.6.8 1st and 3rd Invoice Credits**

For new customers and those qualifying as save or winback customers, and who meet the eligibility requirements of Section 5.6.8.A following, a credit equal to customer's monthly Total Call Unit charges in the first and third invoices (exclusive therefore of fees, taxes, surcharges, assessments or other non-TCU charges - "Qualifying Charges"). The credit will issue with the first and third invoices in the form of that number of pre-paid calling cards at a \$50.00 denomination that equals the total of the customer's Qualifying Charges for the first and third invoices. A customer's Qualifying Charges will be rounded up to that number of \$50.00 pre-paid cards that equals or exceeds the totals of Qualifying Charges in customer's first and third invoices. For example, if a customer's Qualifying Charges in the first invoice total \$125.00, three pre-paid \$50.00 calling cards (a total of \$150.00) would be provided and remain activated until fully decremented.

**A. Eligibility**

To be eligible for the first and third invoice credits, each customer must have initiated the TCU service; have current usage which exceeds applicable monthly minimum usage levels, if any; have a credit worthy history or profile; have received three consecutive and uninterrupted invoices over the preceding three month period; have selected the first and third invoice credit prior to the first day of service; and timely pay all Qualifying and non-Qualifying Charges rendered in the customer's first, second, and third invoices.

**B. Terms**

Each \$50.00 pre-paid calling card is decremented at the rates set forth in Section 4.24 preceding for peak rates with each fractional increment of less than 60 seconds rounded to the next full 60 second increment (full minute billing). Rates are distance and time-of-day insensitive.

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SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND  
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)

5.6 Customer Advantage Plans (Cont'd)

5.7 20% Credit Every 6 Months

Company will offer the following to new business customers and existing business customers who qualify as a "save" or "winback" customer whose service plan calculates charges by Total Call Units (TCUs):

- To receive the benefits, eligible customers must call a Company Customer Care Representative.
- Eligible customers will accrue a 20 percent credit on intrastate usage for direct Dial "1" and toll free calls, equal to the customer's charges during the preceding 5-month's usage, to be applied to the customer's 6-month invoice. The 20 percent credit will be applied to the customer's account once every 6 months so long as the subscriber remains a Company customer during each 6-month period, or they will forfeit all benefits.
- Credits will not apply to calls made to Directory Assistance, taxes, access fees, or other fees and assessments, and may not be combined with any other credits, promotions, or offers except promotional debit cards, referral credits, and the free minutes offers.
- Customers will not receive credit if the customer has a 60-day outstanding balance of \$50 or greater.

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**Boise, Idaho**

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND  
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

**5.8 Freedom Plan Plus (FPP)**

Customers who qualify as either a "winback" or "save" under Telecompetitive Service Offerings ("TSO's"), and who Company determines that but for the availability of an alternative rate plan structure, Company would not be able to retain ("save"), or will not be able to winback a prior customer already having switched its services to another carrier ("winback"), may be offered Freedom Plan Plus. The Freedom Plan Plus telecompetitive service offering, whenever added to a customers calling plan, is limited in duration to six consecutive invoices once initiated.

Freedom Plan Plus customers' accounts are subject to ninety-six (96) second Minimum Call Units (MCU's) and Incremental Call Units (ICU's), with rounding to the next full ninety-six (96) second increment thereafter, unless subject to other rounding methodology under a telecompetitive service offer. However, Customers under Freedom Plan Plus receive a waiver of Equivalent Call Units (ECU's). That is, Customers under Freedom Plan Plus are charged, on a per-call basis, for the duration of a call only.

All conditions applicable to Freedom Plan customers must be satisfied in order for a customer to qualify for Freedom Plan Plus. A Customer under Freedom Plan Plus shall be billed at Freedom Plan Rates for Freedom Plan Services, as determined by the Customer's applicable Freedom Plan Rate Category. However, Freedom Plan Plus Customers' accounts must have an applicable Freedom Plan Rate Category which corresponds to a call unit rate of \$0.139 or higher. Freedom Plan customers who select Freedom Plan Plus, whose accounts are subject to a Freedom Plan Rate Category which corresponds to a lower call unit rate than \$0.139 will have their Rate Category adjusted upward to a Rate Category corresponding to a call unit rate of \$0.139 or higher. The same promotions and incentives available to other Freedom Plan customers are available to Freedom Plan Plus customers, subject to the same qualifications and other requirements applicable to other Freedom Plan customers for those promotions or incentives.

As of October 1, 2003, any Customer who has had the Freedom Plan Plus service offering active on their account for six or more consecutive invoices shall have this offering removed from their calling plan.

All Freedom Plan Plus customers in service on or before January 15, 2009, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories or to the highest available rate category, whichever is lower, effective for all calls on or after April 15, 2009, that are reflected on invoices rendered on or after May 15, 2009. (I)

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**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND  
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TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

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**JUL 1 - 2002**

Boise, Idaho

AFFINITY NETWORK INCORPORATED  
Tariff Administrator  
3660 Wilshire Blvd., 4th Floor  
Los Angeles, CA 90010  
Issued: June 21, 2002

Idaho Price List  
Sixth Revised Page 36.1  
Cancels Fifth Revised Page 36.1

Effective: July 1, 2002

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**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND  
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**JUL 1 - 2002**

Boise, Idaho

Effective: July 1, 2002

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**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND  
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

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AFFINITY NETWORK INCORPORATED  
Tariff Administrator  
3660 Wilshire Blvd., 4th Floor  
Los Angeles, CA 90010  
Issued: June 21, 2002

Idaho Price List  
Third Revised Page 37.1  
Cancels Second Revised Page 37.1

Effective: July 1, 2002

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**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND  
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Effective: July 1, 2002

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**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND  
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

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TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

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**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND  
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

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**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND  
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

**5.8 Reserved for Future Use**

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TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

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**5.9 Non-Voice Communications**

For any Customer who qualifies as a "save" or "winback" Customer, Company shall waive non-transport/non-usage charges (equivalent call units) for lines used for non-voice communications, i.e., facsimile and/or modem lines.

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**SECTION 5**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE SERVICE OFFERINGS**  
**(Cont'd)**

**5.10 Service Term Invoice Free Credit.** New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 5.10.2 shall receive the Service Term Invoice Free Credit.

**5.10.1 Credit.** For the entire service term of each new customer or customer that qualifies as either a "save" or "winback" customer, a continuing periodic credit shall be given in the invoice following each consecutive five months of uninterrupted service ("credit invoice") equal to the lower of either (i) the average of the customer's monthly usage and non-usage charges for five months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

**5.10.2 Eligibility.** To be eligible for the Service Term Invoice Free Credit, each customer must:

- A.** Have initiated service under a Freedom Plan for Business Users Plan;
- B.** Have current usage which exceeds the established minimum monthly usage levels for the applicable Freedom Plan for Business Users Plan;
- C.** Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D.** Have received five months of consecutive and uninterrupted service preceding each credit invoice;
- E.** Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the sixth month; and, (C)
- F.** Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 5.10.1, preceding.

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SECTION 5  
PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE SERVICE OFFERINGS  
(Cont'd)

5.11 **Service Term Invoice Free Credit II.** New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 5.11.2 shall receive the Service Term Invoice Free Credit II.

5.11.1 **Credit.** For the entire service term of each new customer or customer that qualifies as either a "save" or "winback" customer, a continuing periodic credit shall be given in the invoice following each consecutive three months of uninterrupted service ("credit invoice") equal to the lower of either (i) the average of the customer's monthly usage and non-usage charges for three months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

5.11.2 **Eligibility.** To be eligible for the Service Term Invoice Free Credit II, each customer must:

- A. Have initiated service under a HorizonOne Communications Plan;
- B. Have current usage which exceeds the established minimum monthly usage levels for the applicable HorizonOne Communications Plan;
- C. Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D. Have received three months of consecutive and uninterrupted service preceding each credit invoice;
- E. Have selected this Service Term Invoice Free Credit II at the initiation of service or at any time during the first three service months but not later than the first day of service in the fourth month; and,
- F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 5.11.1, preceding.

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**SECTION 5**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE SERVICE OFFERINGS**  
**(Cont'd)**

**5.12 Cross Over Special Service Offers**

**5.12.1 Cross Over Credit (COC)**

- A.** To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Credit" or "COC" equal to 5% of the customer's usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.
- B. Limitations and Disclaimers**
- The COC credit is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
  - If earned, as specified in Section 5.12.1.A preceding, the COC will be reflected in that customer's first invoice which follows customer's completion of 60 days of uninterrupted service following its commencement of service.
  - This credit is not available with Company's offering set forth in Section 5.12.2 following.
  - The COC is noncumulative (cannot be carried over to any following month or otherwise accumulated).
  - A customer whose service is terminated for cause or who terminates Company's service in its discretion prior to the completion of its minimum service term forfeits its COC credit.

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**SECTION 5**  
**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE SERVICE OFFERINGS**  
**(Cont'd)**

**5.12 Cross Over Special Service Offers (Cont'd)**

**5.12.2 Cross Over Century Card (COCC)**

- A.** To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Century Card" or "COCC," a prepaid calling card worth \$100 for each \$1000 of usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.
- B. Limitations and Disclaimers**
- This offer is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
  - The COCC card will be issued following Customer's commencement of service.
  - This offer is not available with Company's 5% credit offer set forth in Section 5.12.1 preceding.
  - The COCC card expires within 6 months of its issuance date ("use period") irrespective of the balance of the COCC card's face value when issued, if any, remaining at the date of expiration.
  - Customer must remain in service during the period of time that any unused balance exists on the COCC card; must have no delinquencies in payments on account for its non-calling card and non-COCC card services; and must have no bill cycle interruptions.

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SECTION 5  
PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE SERVICE OFFERINGS  
(Cont'd)

5.12 Cross Over Special Service Offers (Cont'd)

5.12.2 Cross Over Century Card (COCC) (Cont'd)

B. (Cont'd)

- To qualify for each \$100 of face value on COCC, the customer's previous usage will be segmented into \$100 usage "packets" as follows:

<u>Previous Usage</u>	<u>\$100 Packets</u>
\$100.00	1
\$200.00	2
\$300.00	3
\$395.00	4
\$490.00	5
\$585.00	6
\$680.00	7
\$775.00	8
\$870.00	9
\$965.00 +	10

- COCC calls must originate and terminate from locations in the state from areas served with equal access. COCC calls are rated at \$0.75 per minute of use and are distance, day-of-week, and time-of-day insensitive. Non-transport charges do not apply.
- If at any time prior to the completion of its use period, any of customer's services is terminated for cause, for any service customer in its discretion terminates, or should customer fail at any time to comply with the conditions of this Section, at the time of termination or failure of compliance, the unused value of the COCC card shall be cancelled immediately by Company.

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**SECTION 6**

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**SECTION 7**

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**SECTION 8**

**RESERVED FOR FUTURE USE**

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**SECTION 9 - HorizonOne Communications Plan**

**9.1 HorizonOne Communications Plan**

Any business Customer meeting the eligibility requirements set forth following is eligible for the HorizonOne Communications Plan. The following services are eligible for the HorizonOne Communications Plan: 1+ Outbound, Toll Free Access (800/888/877), calling card calls, and Internet Access. All provisions of Sections 1, 2, 3.1, 3.2, 4.14, and 4.15 of this tariff apply to HorizonOne Communications Plans except as otherwise provided following.

**9.1.1 Reserved for Future Use.**

(T)

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Boise, Idaho

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**SECTION 9-HorizonOne Communications Plan (Cont'd)**

**9.1 HorizonOne Communications Plan (Cont'd)**

**9.1.2 Call Unit Rate Guarantee. (T)**

**9.1.2.1** Beginning with the effective date of this tariff, and as further defined in Section 9.1.3, following, the call unit rates under this tariff for customers using Company's HorizonOne Communications Plan are guaranteed for the same number of invoices as guaranteed for that Customer's interstate rates set forth in section 6.17.1 of Company's Tariff F.C.C. Tariff No. 4. (T)

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**SECTION 9-HorizonOne Communications Plan (Cont'd)**

**9.1 HorizonOne Communications Plan (Cont'd)**

**9.1.2 Call Unit Rate Guarantee (Cont'd)**

(T)

**9.1.2.2 Section 6.17.1 of Company's Tariff No. 4 states the following:**

(T)

Beginning with the effective date of this tariff, the usage rates (the rates for call duration billed as Minimum and Incremental Call Units) for Peak/Business Day hours charged to customers using Company's HorizonOne Communications Plan under section 6.15, preceding or HorizonOne Communications Plan II under section 6.16, preceding, will not be increased for the number of invoices at the rate levels indicated:

<u>Usage Rate Level in Cents Per Minute of Usage</u>	<u>Number of Invoices at Guaranteed Usage Rate</u>
\$0.149	12
\$0.139	12
\$0.129	12
\$0.119	12
\$0.109	12
\$0.099	12
\$0.089	12
\$0.079	12
\$0.069	12
\$0.059	6

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**SECTION 9-HorizonOne Communications Plan (Cont'd)**

**9.1 HorizonOne Communications Plan (Cont'd)**

**9.1.3 Usage Rate Guarantee.**

(T)

The usage rates (the rates for call duration billed as Minimum and Incremental Call Units) for Peak/Business Day hours ranging from \$0.119 to \$0.229 charged to customers using Company's HorizonOne Service will not be increased over a service period covered by 12 consecutive invoices. The usage rate for Peak/Business Day hours at \$0.119 charged to customers using Company's HorizonOne Service will not be increased over a service period covered by 6 consecutive invoices. To qualify, Customer must contact Company and have verified that Customer has received a bona fide comparable competitive offer.

**Exclusions.** Company's lowest rate of \$0.109 is excluded from this guarantee and the usage rates for international and/or calling card services are not included nor affected by this offer.

**9.1.3.1 Reserved For Future Use.**

(T)

**9.1.3.2** Section 6.17.2 of Company's Tariff No. 4 states the following:

(T)

The usage rates for intrastate calls for an eligible HorizonOne Communications Plan customer or HorizonOne Communications Plan II customer will be guaranteed for the same number of invoices as guaranteed that customer for interstate usage rates under this section 6.17.2. Usage rates for international and/or calling card services are not included nor affected by this offer.

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**SECTION 9-HorizonOne Communications Plan (Cont'd)**

**9.1 HorizonOne Communications Plan (Cont'd)**

**9.1.4 Terms and Conditions. (T)**

**9.1.4.1** Each term and condition of this section 9 and section 6.15.2 of the Company's Tariff F.C.C. No. 4 eligibility provisions apply and serve to qualify the availability and continuation of a Customer's call unit rate guarantee as set forth herein. (T)

**9.1.4.2** Section 6.15.2 of Company's Tariff F.C.C. No. 4 states the following: (T)

To be eligible for the ANI HorizonOne Communications Plan, Customer must not have had its account with any carrier canceled for nonpayment of charges, must not have a history of late payment of charges at any time during the 12-month period preceding customer's service commencement date with Company, and must have originated and terminated domestic interstate usage within the 30-day period preceding customer's service commencement date with Company.

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**SECTION 9-HorizonOne Communications Plan (Cont'd)**

**9.1 HorizonOne Communications Plan (Cont'd)**

**9.1.5 "One, Two, Three, Every Third Invoice Free" Promotion**

New customers who meet the eligibility requirements set forth below, may receive credits under the "One, Two, Three, Every Third Invoice Free" Promotion as follows:

**9.1.5.1** A credit applied to customer's first, second and third invoices equal to 33% of customer's long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and

**9.1.5.2** A credit applied to every third invoice, starting with customer's sixth invoice (6<sup>th</sup>, 9<sup>th</sup>, 12<sup>th</sup>, etc.), equal to an average of the long distance call traffic charges appearing on the two invoices immediately preceding the credit invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges.

This promotion is non-cumulative and can not be carried over to any following month or otherwise accumulated. Should the calculated credit to be applied to the sixth, or subsequent invoices exceed the actual long distance call traffic charges for that credit invoice, then the credit amount is limited to the actual amount of long distance call traffic charges appearing on that credit invoice.

**Eligibility.** To be eligible for this offering, customers must: have initiated new service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have less than fifty dollars sixty days past due; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer's credit invoice(s). Additionally, Customers must contact the Company to confirm the promotion selection, after service initiation, to be eligible to receive the sixth and subsequent invoice credits, prior to the sixth and each subsequent invoice credit invoice.

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**SECTION 9 - HorizonOne Communications Plan (Cont'd)**

**9.1 HorizonOne Communications Plan (Cont'd)**

**9.1.6** The following HorizonOne Communications Plans for interLATA and intraLATA services are offered. The provisions of Sections 9.1.1.7 and 9.1.8 apply.

**9.1.6.1 Basic Q Rate Plan**

Basic Q rates are provided to customers with no minimum monthly intrastate usage requirement at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0825	\$0.0275
Off-Peak/Non-Business Day	\$0.0825	\$0.0275

**9.1.6.2 Classic Q Rate Plan**

Classic Q rates are provided to customers whose minimum monthly intrastate usage is over \$5.00 at the following rates: (C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0678	\$0.0226
Off-Peak/Non-Business Day	\$0.0678	\$0.0226

**9.1.6.3 Classic 2 Rate Plan**

Classic 2 rates are provided to customers whose minimum monthly intrastate usage is over \$10.00 at the following rates: (C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0597	\$0.0199
Off-Peak/Non-Business Day	\$0.0597	\$0.0199

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**SECTION 9-HorizonOne Communications Plan (Cont'd)**

**9.1 HorizonOne Communications Plan (Cont'd)**

**9.1.6 (Cont'd)**

**9.1.6.4 Classic 1 Rate Plan**

Classic 1 rates are provided to customers whose minimum monthly intrastate usage is over (C)  
\$15.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0567	\$0.0189
Off-Peak/Non-Business Day	\$0.0567	\$0.0189

**9.1.6.5 Universal Rate Plan**

Universal rates are provided to customers whose minimum monthly intrastate usage is over (C)  
\$20.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0537	\$0.0179
Off-Peak/Non-Business Day	\$0.0537	\$0.0179

**9.1.6.6 Prime 2 Rate Plan**

Prime 2 rates are provided to customers whose minimum monthly intrastate usage is over (C)  
\$25.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0417	\$0.0139
Off-Peak/Non-Business Day	\$0.0417	\$0.0139

**9.1.6.7 Prime 1 Rate Plan**

Universal rates are provided to customers whose minimum monthly intrastate usage is over (C)  
\$30.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0387	\$0.0129
Off-Peak/Non-Business Day	\$0.0387	\$0.0129

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**SECTION 9 - HorizonOne Communications Plan (Cont'd)**

**9.1 HorizonOne Communications Plan (Cont'd)**

**9.1.6 (Cont'd)**

**9.1.6.8 Super 1 Rate Plan**

Super 1 rates are provided to customers whose minimum monthly intrastate usage is over \$35.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0357	\$0.0119
Off-Peak/Non-Business Day	\$0.0357	\$0.0119

**9.1.6.9 Super 2 Rate Plan**

Super 2 rate are provided to customers whose minimum monthly intrastate usage is over \$40.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0327	\$0.0109
Off-Peak/Non-Business Day	\$0.0327	\$0.0109

**9.1.6.10 Cairo 1 Rate Plan**

(T)

The Cairo 1 Rate Plan can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided exclusively to new customers, whose minimum monthly intrastate usage is over \$25.00, at the following rates:

(T)

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0327	\$0.0109
Off-Peak/Non-Business Day	\$0.0327	\$0.0109

**9.1.6.11 Cairo 2 Rate Plan**

(N)

The Cairo 2 Rate Plan can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided to new, "saved" or "Winback" customers, whose minimum monthly intrastate usage is over \$30.00, at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0147	\$0.0049
Off-Peak/Non-Business Day	\$0.0147	\$0.0049

(N)

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**SECTION 9 - HorizonOne Communications Plan (Cont'd)**

**9.1 HorizonOne Communications Plan (Cont'd)**

**9.1.7 Limited-Class Switched Rates**

**9.1.7.1 Limited-Class "X" Rates.** The following rates are available to new customers and "save" or "winback" customers. Calls made under these rate plans shall not be subject to the addition of Equivalent Call Unit's (ECU's) as described in the sections preceding.

**A. X-1 Rate Plan**

X-1 rates are provided to customers whose estimated minimum monthly intrastate usage is over \$100.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0357	\$0.0119
Off-Peak/Non-Business Day	\$0.0357	\$0.0119

**B. X-2 Rate Plan**

X-2 rates are provided to customers whose estimated minimum monthly intrastate usage is over \$110.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0327	\$0.0109
Off-Peak/Non-Business Day	\$0.0327	\$0.0109

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**SECTION 9 - HorizonOne Communications Plan (Cont'd)**

**9.1 HorizonOne Communications Plan (Cont'd)**

**9.1.8 – 9.1.16 Reserved For Future Use.**

(T)

**9.1.17 Rates for Calls Terminated to a Mobile Phone or Pager**

From and after February 3, 2000, all calls terminated to a mobile phone or pager shall be charged the following rates:

<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
\$0.0657	\$0.0219

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**SECTION 9-HorizonOne Communications Plan (Cont'd)**

**9.1 HorizonOne Communications Plan (Cont'd)**

**9.1.18 Rates for Calling Cards**

(T)

Rates for calling card calls which are not associated with other services are time of day sensitive.

	<u>Minimum Call Unit</u> <u>or Fraction</u>	<u>Incremental Call Unit</u> <u>or Fraction</u>
Peak/Business Day	\$0.0918	\$0.0306
Off-Peak/ Non-Business Day	\$0.0825	\$0.0275

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**SECTION 9 - HorizonOne Communications Plan (Cont'd)**

**9.1 HorizonOne Communications Plan (Cont'd)**

**9.1.19** Carrier offers services under this Section 9 based on the Rate Plans and categories as specified following. Rates are graduated as shown in Table 1 following, higher to lower, that is, Rate Category I for the Cairo 2 Rate Plan contains Carrier's lowest offered rates and Rate Category XI for the Basic Q Rate Plan contains Carrier's top rates.

Table 1

Rate Plan	Rate Category
Basic Q	XI
Classic Q	X
Classic 2	IX
Classic 1	VIII
Universal	VII
Prime 2	VI
Prime 1	V
Super 1	IV
Super 2	III
Cairo 1	II
Cairo 2	I

**9.1.20** Any Rate Category I-IX customers in service on or before January 15, 2009, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories, effective for all calls on or after April 15, 2009, that are reflected on invoices rendered on or after May 15, 2009. (C/I)

**9.1.21** Any Rate Category X customers in service on or before January 15, 2009, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to Rate Category XI, effective for all calls on or after April 15, 2009, that are reflected on invoices rendered on or after May 15, 2009. (C/I)

**9.1.22** Reserved for Future Use.

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**SECTION 9-HorizonOne Communications Plan (Cont'd)**

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(M)

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**SECTION 9 - HorizonOne Communications Plan (Cont'd)**

**9.2 HorizonOne Communications "International Plan."** Customers choosing the HorizonOne Communications International Plan under Company's Tariff F.C.C. No. 3 are provided service pursuant to the same rates, terms, and conditions as apply under the original HorizonOne Communications Plan set forth in Section 9.1 preceding except that HorizonOne Communications International Plan customers are eligible for Company's "Invoice Free" offerings as specified following.

**9.2.1 9th Invoice Free Bonus Incentive.** Customers who meet the eligibility requirements set forth in 9.2.1.2 will receive a credit on their 9th invoice as provided following.

**9.2.1.1 9th Invoice Free Terms.** For any nine invoices covering at least one day and eight months of consecutive uninterrupted service, a credit shall be calculated equal to the lower of (C)  
either (i) the average of the Customer's monthly usage and (C)  
non-usage charges excluding fees, taxes, surcharges, (T)  
assessments, and similar charges ("eligible charges") for (T)  
the preceding consecutive nine month period; or (ii) a (N)  
credit which equals the eligible charges on the invoice in (N)  
which the credit is applied. (N)

**9.2.1.2 Eligibility.** To be eligible for a 9th Invoice Free Bonus, each Customer must have initiated HorizonOne Communications International Plan service; have current usage which exceeds the established minimum monthly usage levels set forth in section 6.15.1 of Company's Tariff FCC No. 4 (Section 6.15.1 is republished in Section 9.2.5 of this tariff); have no record of nonpayment in any of the preceding consecutive eight month period of service; have received eight consecutive and uninterrupted invoices over the preceding eight month period; have selected the 9th invoice credit prior to the first day in the period of service covered by Customer's ninth invoice; and pay all charges rendered in Customer's ninth invoice in excess of the amount of the applicable credit as calculated under 9.2.1.1 preceding.

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Boise, Idaho

**SECTION 9 - HorizonOne Communications Plan (Cont'd)**

**9.2 HorizonOne Communications "International Plan" (Cont'd)**

**9.2.2 13th Invoice Free Bonus Incentive.** Customers who meet the eligibility requirements set forth in 9.2.2.2 will receive a credit on their 13th invoice as provided following.

**9.2.2.1 13th Invoice Free Terms.** For any thirteen invoices covering at least one day and twelve months of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly usage and non-usage charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive thirteen month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C)  
(T)  
(T)  
(T)  
(N)  
(N)

**9.2.2.2 Eligibility.** To be eligible for a 13th Invoice Free Bonus, each Customer must have initiated HorizonOne Communications International Plan service; have current usage which exceeds the established minimum monthly usage levels set forth in section 6.15.1 of Company's Tariff FCC No. 4 (Section 6.15.1 is republished in Section 9.2.5 of this tariff); have no record of nonpayment in any of the preceding consecutive eight month period of service; have received twelve consecutive and uninterrupted invoices over the preceding twelve month period; have selected the 13th invoice credit prior to the first day in the period of service covered by Customer's thirteenth invoice; and pay all charges rendered in Customer's thirteenth invoice in excess of the amount of the applicable credit as calculated under 9.2.2.1 preceding.

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Boise, Idaho

Effective: January 25, 2001

**SECTION 9 - HorizonOne Communications Plan (Cont'd)**

**9.2 HorizonOne Communications "International Plan" (Cont'd)**

**9.2.3 9th and 13th Invoices Free Bonus Incentive.** Customers who meet the eligibility requirements set forth in 9.2.3.2 will receive credits on their 9th and 13th invoices as provided following.

**9.2.3.1 9th and 13th Invoices Free Terms.** For any nine invoices covering at least one day and eight months of consecutive uninterrupted service, if then immediately followed by any four additional invoices covering a total period of at least one day and twelve months of consecutive uninterrupted service, credits shall be calculated equal to the lower of either (i) the average of the Customer's monthly usage and non-usage charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive nine month period and the immediately following four month (total thirteen months) period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

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**9.2.3.2 Eligibility.** To be eligible for the 9th and 13th Invoices Free Bonus, each Customer must have initiated HorizonOne Communications International Plan service; have current usage which exceeds the established minimum monthly usage levels set forth in section 6.15.1 of Company's Tariff FCC No. 4 (Section 6.15.1 is republished in Section 9.2.5 of this tariff); have no record of nonpayment in any of the preceding consecutive months of service; have received nine consecutive and uninterrupted invoices over the preceding nine month period followed by an additional four months of consecutive uninterrupted invoices (total of thirteen invoices); have selected the 9th invoice credit prior to the first day in the period of service covered by Customer's ninth invoice; and then have selected the 13th invoice credit prior to the first day in the period of service covered by Customer's thirteenth invoice; and pay all charges rendered in Customer's thirteenth invoice in excess of the amount of the applicable credit as calculated under 9.2.3.1 preceding.

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**SECTION 9 - HorizonOne Communications Plan (Cont'd)**

**9.2 HorizonOne Communications "International Plan" (Cont'd)**

**9.2.4 9th and 18th Invoices Free Bonus Incentive.** Customers who meet the eligibility requirements set forth in 9.2.4.2 will receive credits on their 9th and 18th invoices as provided following.

**9.2.4.1 9th and 18th Invoices Free Terms.** For any nine invoices covering at least one day and eight months of consecutive uninterrupted service, if then immediately followed by any nine additional invoices covering a total period of at least one day and seventeen months of consecutive uninterrupted service, credits shall be calculated equal to the lower of either (i) the average of the Customer's monthly usage and non-usage charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive nine month period and the immediately following nine month (total eighteen months) period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C)  
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(N)  
(N)

**9.2.4.2 Eligibility.** To be eligible for the 9th and 18th Invoices Free Bonus, each Customer must have initiated HorizonOne Communications International Plan service; have current usage which exceeds the established minimum monthly usage levels set forth in section 6.15.1 of Company's Tariff FCC No. 4 (Section 6.15.1 is republished in Section 9.2.5 of this tariff); have no record of nonpayment in any of the preceding consecutive months of service; have received nine consecutive and uninterrupted invoices over the preceding nine month period followed by an additional nine months of consecutive uninterrupted invoices (total of eighteen invoices); have selected the 9th invoice credit prior to the first day in the period of service covered by Customer's ninth invoice; and then have selected the 18th invoice credit prior to the first day in the period of service covered by Customer's eighteenth invoice; and pay all charges rendered in Customer's eighteenth invoice in excess of the amount of the applicable credit as calculated under 9.2.4.1 preceding.

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**SECTION 9 - HorizonOne Communications Plan (Cont'd)**

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**9.2 HorizonOne Communications "International Plan" (Cont'd)**

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9.2.5 Section 6.15.1 of Company's Tariff FCC No. 4 states the following:

Each customer selecting the ANI HorizonOne Communications Plan Option A, for its first invoice (i.e., the remainder of its first period of service within the regular billing cycle), shall receive one free minute of interstate usage to a maximum of 5,000 minutes of usage, for each dollar of total monthly charges for usage as reflected in the Customer's prior carrier's monthly invoice. During the second period of service within the regular billing cycle, based on each customer's usage during business hours with its previous carrier, the following rates per Total Call Units (TCUs) billed apply without application of the equivalent call unit rate component.

**Rate Table 1 - Peak/Business Day Hours**

<u>TCU</u>	<u>MCU</u>	<u>ICU @ 6 Secs.</u>	<u>ICU @ 30 Secs.</u>	<u>ECU</u>	<u>Min. Monthly Usage Levels</u>
\$0.149	0.0745	0.0149	0.0745	0.0149	\$ 55.00
\$0.139	0.0695	0.0139	0.0695	0.0139	\$ 60.00
\$0.129	0.0645	0.0129	0.0645	0.0129	\$ 65.00
\$0.119	0.0595	0.0119	0.0595	0.0119	\$ 70.00
\$0.109	0.0545	0.0109	0.0545	0.0109	\$ 80.00
\$0.099	0.0495	0.0099	0.0495	0.0099	\$ 90.00
\$0.089	0.0445	0.0089	0.0445	0.0089	\$100.00
\$0.079	0.0395	0.0079	0.0395	0.0079	\$125.00
\$0.069	0.0345	0.0069	0.0345	0.0069	\$150.00

**Rate Table 2 - Off-Peak/Non Business Day Hours**

<u>TCU</u>	<u>MCU @ 168 Secs.</u>	<u>ICU @ 6 Secs.</u>	<u>ICU @ 30 Secs.</u>	<u>ECU</u>	<u>Min. Monthly Usage Levels</u>
\$0.199	0.5572	0.0199	0.0995	0.0199	\$ 55.00
\$0.189	0.5292	0.0189	0.0945	0.0189	\$ 60.00
\$0.179	0.5012	0.0179	0.0895	0.0179	\$ 65.00
\$0.169	0.4732	0.0169	0.0845	0.0169	\$ 70.00
\$0.159	0.4452	0.0159	0.0795	0.0159	\$ 80.00
\$0.149	0.4172	0.0149	0.0745	0.0149	\$ 90.00
\$0.139	0.3892	0.0139	0.0695	0.0139	\$100.00
\$0.129	0.3612	0.0129	0.0645	0.0129	\$125.00
\$0.119	0.3332	0.0119	0.0595	0.0119	\$150.00

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\*All Material On This Page Previously Appeared on Page 51.1.\*

**SECTION 9-HorizonOne Communications Plan (Cont'd)**

9.3 - 9.9 Reserved for Future Use.

9.10 **INETBA Service**

**INETBA Service** offers HorizonOne Communications intrastate interexchange services in exclusive combination with Company's Internet Web page design and hosting services and its Internet Access - DSL services where facilities are available. Any small business which orders Company's Internet Web page design and hosting services and who meets all other eligibility requirements set forth in this Section 9 is eligible for INETBA Service. INETBA Service is available for calls that originate and terminate within this state, and includes 1+ Outbound, Toll Free Access (800/888/877), and Calling Card calling. All rates and other provisions of this Section 9 apply to INETBA Service except as otherwise provided.

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**SECTION 9-HorizonOne Communications Plan (Cont'd)****9.11 HorizonOne Advantage Card Service (ACS)**

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in 9.11.1 following. Each ACS Customer who maintains its eligibility is entitled to free calling card calling equal to 30% of the average monthly charges incurred for the ACS Customer's non-calling card calling beginning with Customer's 2nd invoice following Customer commencement of service as an ACS Customer ("Total Calling Advantage").

**9.11.1 Eligibility**

Company's Advantage Card Service (ACS) becomes available once a Customer has completed a minimum of 30 consecutive days of "on-line" services offered by Company (that is, any stand-alone or combination of interexchange, toll free, local, Internet access or Internet site services), whose account is current (no delinquencies in payment occurring or having occurred) and whose billing cycle has remained consistently consecutive (without interruption for any cause).

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**SECTION 9-HorizonOne Communications Plan (Cont'd)**

**9.11 HorizonOne Advantage Card Service (ACS) (Cont'd)**

**9.11.2 Limitations and Disclaimers**

- A.** ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.
- B.** The ACS Total Calling Advantage will be reflected in Customer's second invoice following commencement of ACS service.
- C.** ACS Calling Advantages are not available with any other promotional offering, or any "save/winback" program offered by Company except as provided in E following.
- D.** Each month's ACS Total Calling Advantage is noncumulative (cannot be carried over to any following month or otherwise accumulated).

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**SECTION 9-HorizonOne Communications Plan (Cont'd)**

**9.11 HorizonOne Advantage Card Service (ACS) (Cont'd)**

**9.11.2 Limitations and Disclaimers (Cont'd)**

- E.** Subject to and in accordance with the provisions of Section 3.5 preceding and the eligibility requirements of 9.11.1 preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by 9.11.1 preceding.
  
- F.** An ACS Customer whose service is terminated for cause or which voluntarily terminates Company's service forfeits all unused credits.

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**SECTION 9-HorizonOne Communications Plan (Cont'd)**

**9.11 HorizonOne Advantage Card Service (ACS) (Cont'd)**

**9.11.3 Reinstatement**

An ACS Customer which has lost its eligibility for the Total Calling Advantage may reinstate its eligibility for the Total Calling Advantage by curing any outstanding delinquency and/or by qualifying as a winback customer. Once reinstated, the ACS Customer must maintain its eligibility in good standing.

**9.11.4 Rates**

The rates in Section 9.1.18 preceding apply to the HorizonOne ACS service.

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**SECTION 9-HorizonOne Communications Plan (Cont'd)**

**9.12 Customer Advantage Plans ("CAPs")**

**9.12.1 General Terms and Conditions**

From time to time, rates may be tariffed or rates selected, a "Customer Advantage Plan" or "CAP," the purpose and/or design for which is to retain Company's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential Customers, which if not matched or bettered would result in the loss of an existing or potential Customer and/or in the reduction of traffic volume of a Customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a Customer's right to obtain a CAP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Advantage Plan offerings are available for eligible Customers taking outbound and inbound equal access switched services of Company originated from and terminated to locations within this state whenever Company determines that but for the availability of these rates, Company will not retain an existing Customer ("save") or will not be able to winback a prior Customer already having switched its services to another carrier ("winback"). The following terms and conditions must exist for any CAP to be valid.

- A. CAPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
- B. A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CAP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CAP must demonstrate the existence of circumstances substantially and materially like those which justified the CAP as tariffed.

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**SECTION 9-HorizonOne Communications Plan (Cont'd)**

**9.12 Customer Advantage Plans (Cont'd)**

**9.12.1 General Terms and Conditions (Cont'd)**

- C. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that Customer's circumstances.
- D. CAPs are available for all published rates.
- E. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 9.
- F. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.
- G. To receive the Invoice Free CAPs pursuant to 9.12.1 through and including 9.12.4 following, a Customer must call Customer Care before the issuance date of each credit bearing invoice to verify Customer eligibility except as otherwise provided following.

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SECTION 9-HorizonOne Communications Plan (Cont'd)

9.12 Customer Advantage Plans (Cont'd)

9.12.2 Customer 6th and 12th Invoice Advantage Plan

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th and 12th invoices as provided following.

- 9.12.2.1 For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice, and for the consecutive eleven-month period preceding Customer's 12th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

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(N)  
(N)  
(N)

- 9.12.2.2 Eligibility. To be eligible for the 6th and 12th invoice free bonuses, each Customer must:

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
- have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
- have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eleventh invoice; and
- pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under 9.12.2.1, preceding.

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SECTION 9-HorizonOne Communications Plan (Cont'd)

9.12 Customer Advantage Plans (Cont'd)

9.12.3 Customer 6th, 10th, and 14th Invoice Advantage Plan

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 10th, and 14th invoices as provided following.

9.12.3.1 For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice, for the consecutive nine-month period preceding Customer's 10th invoice, and for the consecutive thirteen month period preceding Customer's 14th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C) (C) (T) (T) (T) (T) (N) (N) (N)

5.6.3.2 Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each Customer must:

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (5, 9, and 13 months) of service;
- have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
- have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- pay all charges rendered in Customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under 9.12.3.1, preceding.

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SECTION 9 - HorizonOne Communications Plan (Cont'd)

9.12 Customer Advantage Plans (Cont'd)

9.12.4 Customer "Thanks for Taking the Time" Advantage Plans

9.12.4.1 "Thanks for Taking the Time" - 1 ("TTT-1") Advantage Plan

On and after September 18, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" ("TTT-1") service promotion.

- A. Card Denominations. Under this promotion, Company's debit card is available in \$25, \$50, and \$150 denominations based on the end user's monthly volume of usage.

<u>Denomination</u>	<u>Monthly Usage Volume</u>
\$25.00	0 - \$49.99
\$50.00	\$50.00 - \$149.99
\$150.00	\$150.00 - \$249.99

- B. Rates. The rates for calls using the Company's TTT-1 service are time of day insensitive; decremented in sixty (60) second increments based on a minimum call unit of 60 seconds; and rounded to the next whole 60 second increment.

<u>Minimum Call Unit Value @ 60 seconds or Fraction</u>	<u>Incremental Call Unit Value @ 60 seconds or Fraction</u>
\$0.306	\$0.306

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SECTION 9 - HorizonOne Communications Plan (Cont'd)

9.12 Customer Advantage Plans (Cont'd)

9.12.4 Customer "Thanks for Taking the Time" Advantage Plans (Cont'd)

9.12.4.1 "Thanks for Taking the Time" - 1 ("TTT-1") Advantage Plan (Cont'd)

- C. Availability. Company's TTT-1 service promotion is available on and after September 18, 2000 until March 18, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.
- D. Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT-1 Card prior to the sunset date or Company's discretionary withdrawal of the TTT-1 Card promotion shall receive service until its TTT-1 Card calling capacity is exhausted by use or specified usage deadline. Each TTT-1 Card expires one (1) year from date of activation.

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SECTION 9 - HorizonOne Communications Plan (Cont'd)

9.12 Customer Advantage Plans (Cont'd)

9.12.3 Customer "Thanks for Taking the Time" Advantage Plans (Cont'd) (T)

9.12.3.2 "Thanks for Taking the Time"-2 ("TTT-2") Advantage Plan (N)

On and after September 18, 2000, any end user (C)  
contacted by a sales/marketing representative of  
Company and which has taken the time to listen to  
the services and benefits offered by Company is  
entitled to receive a debit card under Company's  
"Thanks for Taking the Time" service promotion.

- A. Card Denominations. Under this promotion, a Company (T)  
debit card is available in a single \$250  
denomination based on the end user's monthly volume  
of usage.

<u>Denomination</u>	<u>Monthly Usage Volume</u>
\$250.00	\$250.00+

- B. Rates. The rates for calls using the Company's TTT (T)  
service are time of day insensitive; decremented in  
sixty (60) second increments based on a minimum call  
unit of 60 seconds; and rounded to the next whole 60  
second increment.

<u>Minimum Call</u>	<u>Incremental Call</u>
<u>Unit Value</u>	<u>Unit Value</u>
<u>@ 60 seconds</u>	<u>@ 60 seconds</u>
<u>or Fraction</u>	<u>or Fraction</u>
\$0.306	\$0.306

- C. Availability. Company's TTT service promotion is (T)  
available on and after September 18, 2000 until (C)  
March 18, 2001 ("sunset date") unless sooner (C)  
terminated in the sole and exclusive discretion of  
Company.

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SECTION 9-HorizonOne Communications Plan (Cont'd)

9.12 Customer Advantage Plans (Cont'd)

9.12.3 Customer "Thanks for Taking the Time" Advantage Plans (Cont'd) (T)

9.12.3.2 "Thanks for Taking the Time"-2 ("TTT-2") Advantage Plan (Cont'd) (N)

D. Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT Card prior to the sunset date or Company's discretionary withdrawal of the TTT Card promotion shall receive service until its TTT Card calling capacity is exhausted by use or specified usage deadline. Each TTT Card expires one (1) year from date of activation. (T)

E. Second Card Availability. During the term of this promotional offering, a second TTT Card in the same denomination listed in Section 9.13.3.2.A preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in 5.4 preceding. (T)

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SECTION 9-HorizonOne Communications Plan (Cont'd)

9.12 Customer Advantage Plans (Cont'd)

9.13.3 Customer S&W Prepaid Advantage Plan

On and after September 18, 2000, any customer which qualifies as a "save" or "winback" customer will upon so qualifying receive a Company prepaid (debit) card or cards equal to the "saved" or "wonback" Customer's immediately preceding full month's (30 days) volume of non-calling card charges multiplied by 2.5. The table following demonstrates how the denomination of an S&W card is determined on a per-Customer basis. (C)

Table

Customer's Prior Month's Non-Calling Card Charges*	2.5 Factor	S&W Calling Card Denomination(s)	(C)
\$ 50.00	x 2.5	\$125.00	(C)
75.00	x 2.5	187.50	(C)
90.00	x 2.5	225.00	(C)
100.00	x 2.5	250.00	(C)
150.00	x 2.5	250.00+125.00	(C)
250.00	x 2.5	250.00+250.00+125.00	(C)

\* Sample levels only. Company reserves the right to round down the actual capacity of any S&W Card.

9.13.3.6 Rates. The rates for calls using the Company's S&W Card are time of day insensitive; decremented in sixty (60) second increments with a minimum call unit of 60 seconds; and are rounded to the next whole 60 second increment.

Minimum Call Unit	Incremental Call Unit
<u>@ 60 seconds or Fraction</u>	<u>@ 60 seconds or Fraction</u>
\$0.306	\$0.306

9.13.3.7 Availability. Company's S&W Card service promotion is available on and after September 18, 2000 until March 18, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company. (C)

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SECTION 9 - HorizonOne Communications Plan (Cont'd)

9.12 Customer Advantage Plans (Cont'd)

9.13.3 Customer S&W Prepaid Advantage Plan (Cont'd)

9.13.3.8 Limitations. Company reserves the right to withdraw and/or terminate this plan at any time prior to its sunset date; provided that any Customer which has received an S&W Card prior to the sunset date or Company's discretionary withdrawal of S&W Card plan shall receive service until its S&W Card calling capacity is exhausted by use or by the specified usage deadline. Each S&W Card expires ninety (90) days from date of activation (the specified usage deadline).

9.13.3.9 Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the Customer as listed in Section 9.13.3.1 preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth in 9.10 preceding. (C)  
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SECTION 9-HorizonOne Communications Plan (Cont'd)

9.12 Customer Advantage Plans (Cont'd)

9.12.4 Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 9th, 13th, 19th, 22nd, and 26th invoices as provided following.

- 9.12.4.1 For each five, and the immediately succeeding three, and next immediately succeeding four, and next immediately succeeding six, and next immediately succeeding three, and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 25 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice, for the consecutive eight-month period preceding Customer's 9th invoice, for the consecutive twelve-month period preceding Customer's 13th invoice, for the consecutive eighteen-month period preceding Customer's 19th invoice, for the consecutive twenty-one-month period preceding Customer's 22nd invoice, for the consecutive twenty-five month period preceding Customer's 26th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
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**SECTION 9-HorizonOne Communications Plan (Cont'd)**

**9.12 Customer Advantage Plans (Cont'd)**

**9.12.4 Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan (Cont'd)**

**9.12.4.2 Eligibility.** To be eligible for the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonuses, each Customer must:

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no 90-day or older outstanding unpaid balance, and no 60-day or older outstanding unpaid balance equal to or greater than \$50.00;
- have received first five, eight, twelve, eighteen, twenty-one, and then twenty-five additional consecutive and uninterrupted invoices over the preceding twenty-five month period;
- have selected the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice;
- pay all charges rendered in Customer's fifth and related eighth, twelfth, eighteenth, twenty-first, and twenty-fifth invoice in excess of the amount of the applicable credits as calculated under 9.12.4.1, preceding; and

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**SECTION 9-HorizonOne Communications Plan (Cont'd)**

**9.12 Customer Advantage Plans (Cont'd)**

**9.12.4 Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan (Cont'd)**

**9.12.4.2 (Cont'd)**

- contact Company's Customer Care Department to confirm eligibility and to activate the Promotion. A Customer must contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice in order to receive all six invoice credits. A Customer who meets and continues to meet all other Eligibility requirements except that it does not contact Customer Care to activate the promotion until a date subsequent to the last day in the period of service covered by Customer's fifth invoice, will receive all credits on specified invoices (9th, 13th, 19th, 22nd, and 26th) generated by Company after the required contact with Customer Care is made, but will not retroactively receive a credit for any specified invoice already generated by Company.

Example: A Customer that meets all other eligibility requirements, except that it does not contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice to activate the promotion, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to Section 9.12.4.1 preceding for the 9th, 13th, 19th, 22nd, and 26th invoices; the Customer will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.

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**SECTION 9-HorizonOne Communications Plan (Cont'd)**

**9.12 Customer Advantage Plans (Cont'd)**

**9.12.5 Customer "Welcome Aboard" Advantage Plan**

For new Customers who meet the eligibility requirements of Section 9.12.1 preceding, the Company will waive the ECU rate component during Business Day hours only, and for 1+ and toll free access calls only, for the first and second invoices within the regular billing cycle. Company's standard tariff rate methodology applies from and after the third invoice.

**9.12.6 Save/Winback Off-Peak/Non-Business Day Adjustments**

Customers whose rates are adjusted pursuant to Section 9.1.6.10 (T) preceding and who then qualify as a "save" or "winback" customer are eligible to be rerated to the rates prior to any applicable adjustment made pursuant to Section 9.1.6.10. (T)

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SECTION 9-HorizonOne Communications Plan (Cont'd)

9.12 Customer Advantage Plans (Cont'd)

9.12.7 **Service Term Invoice Free Credit.** New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 9.12.7.2 shall receive the Service Term Invoice Free Credit.

9.12.7.1 **Credit.** For the entire service term of each new customer or customer that qualifies as either a "save" or "winback" customer, a continuing periodic credit shall be given in the invoice following each consecutive five months of uninterrupted service ("credit invoice") equal to the lower of either (i) the average of the customer's monthly usage and non-usage charges for five months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

9.12.7.2 **Eligibility.** To be eligible for the Service Term Invoice Free Credit, each customer must:

- A. Have initiated service under a HorizonOne Communications Plan;
- B. Have current usage which exceeds the established minimum monthly usage levels for the applicable HorizonOne Communications Plan;
- C. Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D. Have received five months of consecutive and uninterrupted service preceding each credit invoice;
- E. Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the sixth month; and, (C)
- F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 9.12.7.1, preceding.

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**SECTION 9-HorizonOne Communications Plan (Cont'd)**

**9.12 Customer Advantage Plans (Cont'd)**

**9.12.9 Service Term Invoice Free Credit II.** New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 9.12.9.2 shall receive the Service Term Invoice Free Credit II.

**9.12.9.1 Credit.** For the entire service term of each new customer or customer that qualifies as either a "save" or "winback" customer, a continuing periodic credit shall be given in the invoice following each consecutive three months of uninterrupted service ("credit invoice") equal to the lower of either (i) the average of the customer's monthly usage and non-usage charges for three months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

**9.12.9.2 Eligibility.** To be eligible for the Service Term Invoice Free Credit II, each customer must:

- A. Have initiated service under a HorizonOne Communications Plan;
- B. Have current usage which exceeds the established minimum monthly usage levels for the applicable HorizonOne Communications Plan;
- C. Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D. Have received three months of consecutive and uninterrupted service preceding each credit invoice;
- E. Have selected this Service Term Invoice Free Credit II at the initiation of service or at any time during the first three service months but not later than the first day of service in the fourth month; and,
- F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 9.12.9.1, preceding.

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**Section 10 – VoIP Communications Plan**

**10.1 Services & Rates**

The Company’s VOIP Communications’ service plan offers switched outbound and inbound service to business subscribers. All rate categories require varying minimum monthly usage. All calls under this plan are subject to an eighteen (18) second minimum and billed in six (6) second increments. Carrier offers services under this tariff based on the Rate Plans and Rate Categories as specified in Table 1.

**Table 1**

Rate Category	Rate Plan	Call Unit Rate	18 Second Minimum Call Unit or Fraction	6 Second Incremental Call Unit or Fraction	Required Minimum Monthly Intrastate Usage
VI	VOIP 6	\$0.089	\$0.0267	\$0.0089	\$0.00
V	VOIP 5	\$0.079	\$0.0237	\$0.0079	\$25.00
IV	VOIP 4	\$0.069	\$0.0207	\$0.0069	\$50.00
III	VOIP 3	\$0.059	\$0.0177	\$0.0059	\$100.00
II	VOIP 2	\$0.049	\$0.0147	\$0.0049	\$125.00
I	VOIP 1	\$0.039	\$0.0117	\$0.0039	\$150.00

10.1.1 Any Rate Category I-IV customers in service on or before June 30, 2005, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories, effective for all calls on or after October 1, 2005, that are reflected on invoices rendered on or after November 1, 2005. (C/T)

10.1.2 Any Rate Category V customers in service on or before June 30, 2005, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to Rate Category VI, effective for all calls on or after October 1, 2005, that are reflected on invoices rendered on or after November 1, 2005. (C/T)

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**Section 10 – VoIP Communications Plan (Cont'd)**

**10.2 Winback Rate**

Customers who qualify as a “save” or “winback” customer may be eligible for the rate of \$0.079 cents per call unit.

**10.3 Calling Card Rate**

Calling Cards may be issued by the Company at a Customer’s request for the purpose of making intrastate calls. The rates for calling card calls which are not associated with other services are time of day sensitive. The charges which are accrued are billed on the Customer’s next invoice at the following rates:

Peak/Business Day	\$0.306 cents per call unit
Off-Peak/Non-Business Day	\$0.275 cents per call unit

**10.4 Fees and Charges**

10.4.1 Directory Assistance Charge: \$1.25/per call

10.4.2 Toll Free Access Service (TFAS)

Customers shall pay a monthly account charge of \$15.00 per account for Toll Free Access Service.

10.4.3 Directory Listing Charge

Customers who want their toll free number listed in any national, regional, or local directory of toll free access numbers shall pay the monthly listing charge of \$15.00 per number.

10.4.4 Diskette Billing Charge: \$15.00/per month

10.4.5 Waiver of Charges

A Miscellaneous charge will be waived upon request whenever application of such charge increases a customer’s total charges for service above the charges such customer has been offered or has available for the same service from a competing carrier. Company may require documentation or other credible evidence useful in verifying the competitive offering. Nothing herein shall be construed to require Company to waive any charge if in Company’s sole and exclusive discretion, such waiver conflicts or may conflict with law or regulation. Waivers will be granted to customers similarly situated. A customer is similarly situated if the circumstances of that customer are substantially and materially like those which justified the waiver in the first instance.

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**Section 10 – VoIP Communications Plan (Cont'd)**

**10.5 Promotions**

**10.5.1 “10 Day Free Trial” Promotion**

New customers that meet the eligibility requirements set forth below, may receive credits equal to the total call traffic charges of your first ten (10) days of service, excluding taxes, after selection of this promotion.

This promotion is non-cumulative and CANNOT be carried over to any following month or otherwise accumulated. Should any calculated credit exceed the actual long distance call traffic charges for that invoice, then the credit amount is limited to the actual amount of the call traffic charges appearing on the bill subject to this promotion.

Eligibility. To be eligible for this offering, customer must: have initiated service; have current usage which exceeds the established minimum monthly usage levels for the applicable service and have selected this offering prior to the charges rendered in your bill.

**10.5.2 “20% Yearly Rebate” Promotion**

New, “saved” and “winback” customers who meet the eligibility requirements set forth below, may receive credits or reimbursement under the “20% Yearly Rebate” Promotion as follows:

A credit applied to the customer’s 13<sup>th</sup> bill in an amount equal to 20% of customer’s total charges for the previous 12 bills. Credit calculation excludes all applicable taxes and line rental charges. This promotion is cumulative and CAN be carried over to any following month or otherwise accumulated.

Eligibility. To be eligible for this offering, customers must: have initiated service; have no delinquent account balances; have received consecutive and uninterrupted service for the preceding 12 invoice periods; and have selected this offering prior to the charges rendered. Additionally, Customers must contact the Company to confirm the promotion selection after service initiation.

**10.5.3 “25% Invoice Credit” Promotion**

Customers qualifying as either a "saved" or a "winback" customer, may receive a credit on each invoice beginning with your second invoice following commencement of this promotion on your account, equal to up to 25% of your call long distance charges as shown on your previous invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, and excluding any “25% Invoice Credit” credits as applied to the same previous invoice.

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**Section 10 – VoIP Communications Plan (Cont'd)**

**10.5 Promotions (Cont'd)**

10.5.4 “Every 4th Invoice Free” Promotion

“Saved” and “winback” customers who meet the eligibility requirements set forth below, may receive credits under the “Every 4th Invoice Free” Promotion as follows:

A credit applied to every fourth invoice, starting with customer’s fourth invoice after selection of the promotion (4<sup>th</sup>, 8<sup>th</sup>, 12<sup>th</sup>, 16<sup>th</sup>, etc.), equal to an average of the long distance call traffic charges appearing on the three invoices immediately preceding the credit invoice, excluding applicable taxes.

This promotion is non-cumulative and CANNOT be carried over to any following month or otherwise accumulated. Should any calculated credit exceed the actual long distance call traffic charges for that credit invoice, then the credit amount is limited to the actual amount of long distance call traffic charges appearing on that credit invoice.

Eligibility. To be eligible for this offering, customers must: have initiated service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have no past due amount on account; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer’s credit invoice. Additionally, Customers must contact the Company to confirm the promotion selection after service initiation.

10.5.5 “No Taxes, Fees or Surcharges” Promotion

New, “saved” and “winback” customers who meet the eligibility requirements set forth below, may receive credit under the “No Taxes, Fees or Surcharges” Promotion as follows:

A credit for all taxes, fees and surcharges which will appear as a separate line on the customer’s invoice. This promotion may only be combined with the “10 Day Free Trial” Promotion.

Eligibility. To be eligible for this offering, customers must: have initiated service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have no past due amount on account; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer’s credit invoice. Additionally, Customers must contact the Company to confirm the promotion selection after service initiation.

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**Section 11 – Optic Communications Plan**

**11.1 Services & Rates**

The Company’s Optic Communications’ service plan offers switched outbound and inbound service to business subscribers. All rate categories require varying minimum monthly usage. All rate categories require varying minimum monthly usage. All calls under this plan are subject to an eighteen (18) second minimum, billed in six (6) second increments thereafter, and are charged according to the total call unit rate methodology as described in Section 3.2. Carrier offers services under this tariff based on the Rate Plans and Rate Categories as specified in Table 1.

**Table 1**

<b>Rate Category</b>	<b>Rate Plan</b>	<b>Call Unit Rate</b>	<b>18 Second Minimum Call Unit or Fraction</b>	<b>6 Second Incremental Call Unit or Fraction</b>	<b>Required Minimum Monthly Intrastate Usage</b>
X	OPTIC 10	\$0.275	\$0.0825	\$0.0275	\$0
IX	OPTIC 9	\$0.226	\$0.0678	\$0.0226	\$25.00
VI	OPTIC 8	\$0.199	\$0.0597	\$0.0199	\$50.00
VII	OPTIC 7	\$0.189	\$0.0567	\$0.0189	\$75.00
VI	OPTIC 6	\$0.179	\$0.0537	\$0.0179	\$100.00
V	OPTIC 5	\$0.139	\$0.0417	\$0.0139	\$125.00
IV	OPTIC 4	\$0.129	\$0.0387	\$0.0129	\$150.00
III	OPTIC 3	\$0.119	\$0.0357	\$0.0119	\$175.00
II	OPTIC 2	\$0.109	\$0.0327	\$0.0109	\$200.00
I	OPTIC 1	\$0.049	\$0.0147	\$0.0049	\$225.00

11.1.1 Reserved for Future Use

11.1.2 Reserved for Future Use

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**Section 11 – Optic Communications Plan (Cont'd)**

**11.2 Winback Rate**

Customers who qualify as a “save” or “winback” customer, and who Company determines that, but for the availability of an alternative rate, Company would not be able to retain an existing customer (“save”), or would not be able to winback a prior customer already having switched its services to another carrier (“winback”), may be eligible for the rate of \$0.079 cents per call unit. Company may require customer confirmation of the competitive offer in writing or shall confirm the availability of a more favorable competitive rate from published tariffs, marketing materials, or other public sources to establish a customer’s right to obtain this winback rate.

**11.3 Calling Card Rate**

Calling Cards may be issued by the Company at a Customer’s request for the purpose of making intrastate calls. The rates for calling card calls which are not associated with other services are time of day sensitive. The charges which are accrued are billed on the Customer’s next invoice at the following rates:

Peak/Business Day	\$0.306 cents per call unit
Off-Peak/Non-Business Day	\$0.275 cents per call unit

**11.4 Fees and Charges**

11.4.1 Directory Assistance Charge: \$1.25/per call

11.4.2 Toll Free Access Service (TFAS)

Customers shall pay a monthly account charge of \$15.00 per account for Toll Free Access Service.

11.4.3 Directory Listing Charge

Customers who want their toll free number listed in any national, regional, or local directory of toll free access numbers shall pay the monthly listing charge of \$15.00 per number.

11.4.4 Diskette Billing Charge: \$15.00/per month

11.4.5 Remote Access Surcharge

A per call surcharge of \$0.69 applies to all calls originated at payphones using a service access code.

11.4.6 Universal Service Fund: \$ 0.003 of intrastate minutes of use

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**Section 11 – Optic Communications Plan (Cont'd)**

**11.4 Fees and Charges (Cont'd)**

11.4.7 Waiver of Charges

A Miscellaneous charge will be waived upon request whenever application of such charge increases a customer's total charges for service above the charges such customer has been offered or has available for the same service from a competing carrier. Company may require documentation or other credible evidence useful in verifying the competitive offering. Nothing herein shall be construed to require Company to waive any charge if in Company's sole and exclusive discretion, such waiver conflicts or may conflict with law or regulation. Waivers will be granted to customers similarly situated. A customer is similarly situated if the circumstances of that customer are substantially and materially like those which justified the waiver in the first instance.

**11.5 Promotions**

11.5.1 "25% Invoice Credit" Promotion

Customers qualifying as either a "saved" or a "winback" customer, may receive a credit on each invoice beginning with your second invoice following commencement of this promotion on your account, equal to up to 25% of your call long distance charges as shown on your previous invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, and excluding any "25% Invoice Credit" credits as applied to the same previous invoice.

11.5.2 "Every 4<sup>th</sup> Invoice Free" Promotion

"Saved" and "winback" customers who meet the eligibility requirements set forth below, may receive credits under the "Every 4th Invoice Free" Promotion as follows:

A credit applied to every fourth invoice, starting with customer's fourth invoice after selection of the promotion (4<sup>th</sup>, 8<sup>th</sup>, 12<sup>th</sup>, 16<sup>th</sup>, etc.), equal to an average of the long distance call traffic charges appearing on the three invoices immediately preceding the credit invoice, excluding applicable taxes.

This promotion is non-cumulative and CANNOT be carried over to any following month or otherwise accumulated. Should any calculated credit exceed the actual long distance call traffic charges for that credit invoice, then the credit amount is limited to the actual amount of long distance call traffic charges appearing on that credit invoice.

Eligibility. To be eligible for this offering, customers must: have initiated service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have no past due amount on account; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer's credit invoice. Additionally, Customers must contact the Company to confirm the promotion selection after service initiation.

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**Section 11 – Optic Communications Plan (Cont'd)**

**11.5 Promotions (Cont'd)**

**11.5.3 “First Invoice Free” Promotion**

New Optic Communications customers, who meet the eligibility requirements below, may receive credits equal to the total long distance usage charges billed on customer’s first invoice, excluding taxes, fees, and surcharges, after the selection of this promotion.

Any credit not extinguished by partial first invoice can be carried over to following month. Any credit carried over cannot exceed 50% of eligible total amount via promotion.

Eligibility. To be eligible for this offering, customer must: have initiated service; have current usage which exceeds the established minimum monthly usage levels for the applicable service and have selected this offering prior to the charges rendered in customer’s bill. To retain eligibility, customers subscribing to this promotion must comply with the 60-day notice of cancellation requirement as outlined above in section 3. Failure to do so may result in loss of promotional credit applied to customer’s account.

**11.5.4 “20% Quarterly Rebate” Promotion**

New, “saved” and “winback” Optic Communications customers who meet the eligibility requirements set forth below, may receive credits or reimbursement under the “20% Quarterly Rebate” Promotion as follows:

A credit applied to customer’s every 3rd invoice in an amount equal to 20% of customer’s total long distance usage charges for the previous two invoices. Credit calculation excludes all applicable taxes and line rental charges. This promotion is cumulative and CAN be carried over to any following month or otherwise accumulated.

Eligibility. To be eligible for this offering, customers must: have initiated service; have no delinquent account balances; have received consecutive and uninterrupted service for the preceding two invoice periods; and have selected this offering prior to the charges rendered. Customer cannot have previously received multiple Free Invoice credits. Additionally, Customers must contact the Company to confirm the promotion selection after service initiation.

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