

Blackfoot Communications, Inc. d.b.a.

Fremont Communications

Telecommunications Price List

Toll-Free Telephone Number  
1.866.541.5000

Idaho Public Utilities Commission  
472 W. Washington Street  
1.800.432.0369

This price list contains the rates, terms and conditions applicable to the sale of telecommunications services provided by Blackfoot Communications, Inc. within the State of Idaho.

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Issued Date: August 15, 2014

Effective Date: October 1, 2014

Issued by: Michelle Owens  
Blackfoot Communications, Inc. dba Fremont Communications  
1221 North Russell Street  
Missoula, MT 59808

Advice Letter: ID-14-01

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

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1.) Definitions, Terms and Abbreviations

Company - Whenever used in this price list, Company refers to Blackfoot Communications, Inc. dba Fremont Communications unless otherwise specified or clearly indicated by the context.

Customer - The person, firm, corporation or governmental unit which orders Service either for its own use as a resale carrier or as a nonprofit manager of a sharing group and which is responsible for the payment of charges and for compliance with Company price list regulations. The term customer also includes an entity that remains presubscribed to the Company Service after its account(s) is removed from the Company's billing system, subsequently continues to use the Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

Toll Free Service - Toll free service includes 800 and 888 series numbers as well as any other future toll free series numbers.

2.) General Rules and Regulations

2.1 **Undertaking of Blackfoot Communications, Inc. dba Fremont Communications**

Blackfoot Communications, Inc. dba Fremont Communications, services are furnished for intra-LATA and inter-LATA communications originating and terminating at specified points within the state of Idaho. Any calls originating in Idaho and terminating outside of Idaho are not applicable to this price list terms, conditions, and rates.

Blackfoot Communications, Inc. dba Fremont Communications, installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this price list.

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

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**2.2 Limitations**

- 2.2.1 Services are offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this price list.
- 2.2.2 Blackfoot Communications, Inc. dba Fremont Communications, 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 the price list, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All services and resold facilities provided under this price list are directly or indirectly controlled by Blackfoot Communications, Inc. dba Fremont Communications. 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 when there is no interruption of the use or location of the service or facilities.
- 2.2.5 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 permitted assignees or transferees, as well as all conditions of service.
- 2.2.6 The included price list 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.

**2.3 Use**

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

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**2.4 Payment for Service**

All charges due by the Customer are payable to Blackfoot Communications, Inc. dba Fremont Communications, or any agency duly authorized to receive such payments. Any objections to billed charges must be reported to the Company within thirty (30) days of the invoice date. Adjustments to the Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. Once service is activated, the Customer is liable for the payment of all usage charges for services to be provided by the Company to the Customer including any fraudulent use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public. This includes payment for calls or services that originate at the customer's number(s), are accepted at the Customer's number(s) (e.g. collect calls), are billed to the Customer number(s) via third number billing, use of a calling or travel card, or use of an assigned special billing number or authorization code to the customer. Blackfoot Communications, Inc. dba Fremont Communications will not require deposits of its customers but does reserve the right to discontinue services upon notice as allowed under Commission rule and identified below in this price list.

**2.5 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.

**2.6 Regulatory Fees**

All State and Federal Commission ordered rates, fees, and surcharges may be listed as separate line items and are not included in the quoted rates.

**2.7 Cancellation**

2.7.1 For any of the following reasons, the Company may, unless otherwise required by law, discontinue service upon at least 10 days' written notice or cancel an application for all services without incurring any liability. Separate accounts for the same Customer are also subject to this provision.

2.7.1.1 In the event that a Customer's bill remains unpaid after more than thirty days following rendition of the bill.

2.7.1.2 In the event of a violation of any regulation governing the service under this tariff, when necessitated by conditions beyond the Company's control, a violation of any law, rule,

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or regulation of any government authority having jurisdiction over the service.

2.7.1.3 Where the Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

2.7.2 The Company, by written notice to the Customer, may, without incurring any liability, cancel or suspend the provision of service or equipment for the following reasons: non-payment of any sum due to the Company from the Customer, whether pursuant to service offered under this price list or otherwise; or as a result of actions of a government agency which forces discontinuance of the provision of service or equipment; or for violation or threatened violation of any of the terms or conditions of this price list by the Customer or authorized user; or if the Customer becomes insolvent or bankrupt, or makes a general assignment for the benefit of creditors or as otherwise permitted by this price list. Cancellation will be effective on the date specified on the written notice. A reasonable attempt will be made within twenty-four (24) hours after the ten (10) day cancellation notice period to personally contact the Customer.

2.7.3 Service may be canceled by the Customer at any time verbally, by e-mail or in writing. In the event the Company is unable to disconnect the Customer's long distance by the requested cancellation date, the customer will be responsible for any usage over the line. Customer cancellation of service implies that they are selecting another preferred provider or choosing not to have a long distance provider (No-PIC). In the event the customer selects a new preferred provider it is their responsibility to make the needed arrangements with the new provider to ensure that they receive the desired calling plan rates.

## 2.8 Other Rules

The Company reserves the right to discontinue service, limit service, or to impose requirements on customers as required to meet changing regulatory rules and standards of the Idaho Public Utilities Commission.

## 2.9 Timing of Calls

2.9.1 Billable time for service is the duration of time between the called station answering and the called or calling station disconnecting, provided duration may be rounded in accordance with specific descriptions in this price list.

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- 2.9.2 The duration of a call is rated in intervals of the billing increments described for each service provided in this tariff. If the final interval of a call is less than the applicable billing increment, it will be rounded up to a full increment for purposes of billing.
- 2.9.3 Computed usage charges or credits for each call are rounded to the nearest cent when possible.
- 2.9.4 Applicable rate periods, unless noted otherwise, are indicated below and are based on the time in which a call is established.

3.) Calling Plans & Charges

3.1 **Regulatory Surcharges**

The following per minute rates include the current Universal Service Fund Surcharge and the Telecommunications Relay Service Surcharge. The total amount of the call will be rounded to the nearest cent if the computed rate of the call results in a fractional charge.

3.2 **Basic Rates\*\***

3.3.1 \$0.15 per minute. Billed first minute and then in six second increments thereafter.

\*\* Company will pay any PIC change charge on behalf of the customer to switch carriers to subscribe to the service.

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**3.3 Directory Assistance**

3.3.1 Long Distance Directory Assistance is available to Customers of Company's switched services. The charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

3.3.2 A credit allowance for a Directory Assistance call will be provided if the Customer experiences poor transmission quality, receives an incorrect telephone number, or inadvertently misdials the intended Directory Assistance number.

Directory Assistance per look up	\$1.25
Directory Assistance Call Completion	\$0.15 per minute

**3.4 Promotional and Bundled Offerings**

Certain promotional and bundled offerings may be provided from time to time. These offerings may only apply to certain services, and may be limited to certain dates, times, and locations. Blackfoot Communications, Inc. dba Fremont Communications, will provide all current promotional offerings, bundles and rates on its corporate website as required by the FCC. Current offerings can be found at: <http://www.fremontsolutions.com/>

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