

International Plus,
a division of NOS Communications, Inc.
Tariff Office, 4380 Boulder Highway
Las Vegas, NV 89121
Issued: April 15, 1999

Idaho Price List No. 2
Original Page 1

Effective: April 25, 1999

International Plus

Intrastate Competitive Telecommunications Service Price List

TITLE SHEET

LONG DISTANCE TELECOMMUNICATION PRICE LIST

OF

International Plus

This price list, filed with the Idaho Public Utilities Commission, contains the rates, terms, and conditions applicable to competitive interexchange resale telecommunications services provided by International Plus, a division of NOS Communications, Inc. ("International Plus" or "Company") within the State of Idaho.

All services offered pursuant to this price list are offered under a corporate d/b/a, International Plus, and/or brand names, that is, "Signature ServicesSM," and "International PlusSM."

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APR 25 1999

Boise, Idaho

International Plus
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CHECK SHEET

Pages 1 through 61 inclusive of this Price List are effective as of the date shown at the top of the respective page(s). Original and revised pages as named below comprise all changes from the original Price List and are currently in effect as of the date at the top of this page.

<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
1	Original	21	Fourth Revised	58	Original
2	Thirty Fourth Revised*	22	Fourth Revised	59	Tenth Revised*
3	First Revised	23	Fourth Revised	60	Original
4	Original	23.1	First Revised	61	Original
5	Original	23.2	First Revised		
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7	Original	25	Second Revised		
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9	Original	27	First Revised		
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19.10	First Revised	56	Original		
20	Third Revised	57	Original		

*Denotes pages included with this filing

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SYMBOLS

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

- (C) - Changed regulation
- (D) - Discontinued rate or regulation
- (I) - Increase in rate
- (M) - Moved to/from another tariff location
- (N) - New rate or regulation
- (R) - Reduction in rate
- (T) - Change in text only

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SECTION 1

Technical Terms and Abbreviations

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

Company or Carrier - NOS Communications, Inc. d/b/a International Plus unless otherwise clearly indicated by the context.

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.

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 interexchange carrier(s).

Idaho P.U.C. - Idaho Public Utilities Commission.

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

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

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.

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SECTION 2

Rules and Regulations

2.1 Undertaking of Company

Company's services and facilities are furnished for communications originating at specified points within the State of Idaho under terms of this tariff.

Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. Company 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 Company's 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 or equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.2.3 Company 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 tariff, or in violation of the law.

2.2.4 The Company does not undertake to transmit messages, but offers the use of facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.2.5 The Services provided under this tariff are subject to the direct and exclusive control of the Company. No one may alter or affect the Services nor transfer or assign its use of the Services without the express written consent of the Company, which consent may be withheld, without limitation, by Company in its sole discretion at any time such alteration, effect, transfer or assignment would result in an interruption of the Services or a change in the customer's location to which the Services are to be provided.

2.2.6 In the event prior written permission from the Company is given for any assignment or transfer, all regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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SECTION 2

Rules and Regulations (Cont'd)

2.3 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.

2.3.1 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.

2.3.2 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.

2.3.3 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.

2.3.4 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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SECTION 2

Rules and Regulations

2.4 Liabilities of the Company

- 2.4.1 Company has no liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission or call processing of customer's communications traffic by the Underlying Carrier. The Company's liability for such damages occurring in the course of furnishing the Company's Services but not caused by its gross negligence or willful misconduct or that of its employees or agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which such mistakes, interruptions, omissions, delays, errors, or defects in the Company's furnishing of its Services occur.
- 2.4.2 Acceptance of the provisions of Section 2.4.1 by the Commission does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law; but the recognition that as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefor, so it is the duty of the courts to determine the validity of the exculpatory provisions of Section 2.4.1.
- 2.4.3 Company shall be indemnified and held harmless by the customer against:
- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content of a customer's communications traffic;
 - (B) Claims for patent infringement arising from a customer's use of its equipment, facilities, or systems with the Company's Services; and
 - (C) All other claims arising out of any act or omission of the customer in connection with any service provided by Company.

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SECTION 2

Rules and Regulations (Cont'd)

2.5 Year 2000 Compliance

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.

2.6 Interruption of Service

2.6.1 Credit allowance for the interruption of service is subject to the general liability provisions set forth in Section 2.4.1 herein. Customer shall receive no credit allowance for interruption of service due to Carrier's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is claimed. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission within customer's control, or is not in wiring or equipment, if any, furnished by the customer in connection with the Company's Services.

2.6.2 No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.

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SECTION 2

Rules and Regulations (Cont'd)

2.6 Interruption of Service (Cont'd)

2.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of Company or in the event Company is entitled to a credit for the failure of the facilities of Company's Underlying Carrier used to furnish customer's service.

2.6.4 No credit shall be allowed:

(A) For failure of services or facilities of customer; or

(B) For failure of services or equipment caused by the negligence or wilful acts of customer.

2.6.5 Credit for an interruption shall commence after customer notifies Company of the interruption or when Company becomes aware thereof, and ceases when service has been restored.

2.6.6 Before customer notifies Company of an interruption, customer shall make reasonable attempts to ascertain that customer, a third party or its or their actions and/or equipment is/are not the cause thereof.

2.6.7 Credits are applicable only to that portion of service interrupted.

2.6.8 For purposes of credit computation, every month shall be considered to have 720 hours.

2.6.9 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

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SECTION 2

Rules and Regulations (Cont'd)

2.6 Interruption of Service (Cont'd)

- 2.6.10 The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of any monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" = outage time in hours

"B" = total monthly charge for affected facility

2.7 Taxes

- 2.7.1 Customer will be billed and is responsible for payment of applicable local, state, and federal taxes assessed in conjunction with service used.
- 2.7.2 All state and local taxes (i.e., sales taxes, gross receipts taxes, municipal utilities taxes, etc.) are listed as separate line items and are not included in the quoted rates. All state and local taxes levied by governmental entities upon customers (for example, sales taxes) are listed as separate line items on customer bills and are not included in the Company's scheduled rates. The specific amount assessed to a customer pursuant to any gross receipts tax will be listed as a separate line item on each customer bill.

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Rules and Regulations (Cont'd)

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2.8 Service Cancellation, Discontinuance and Termination

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Subject to and to be construed consistent with section 2.2.3, 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.

2.8.1 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.

2.8.2 Cancellation

2.8.2.1 A specific service or any combination of multiple services may be canceled without prior notice of any kind, 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 verbal or written notice of the cancellation within a reasonable time after Company determines cancellation is required.

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SECTION 2

Rules and Regulations (Cont'd)

2.8 Service Cancellation, Discontinuance and Termination (Cont'd)

2.8.2 Cancellation (Cont'd)

2.8.2.2 A specific service or any combination of multiple services may be canceled without prior notice of any kind, 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 verbal or written notice of the cancellation within a reasonable time after Company determines cancellation is required.

2.8.2.3 A specific service or any combination of multiple services may be canceled without prior notice of any kind, 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 verbal or written notice of the cancellation within a reasonable time after Company determines cancellation is required.

2.8.3 Temporary Discontinuance

2.8.3.1 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 notice, not to exceed ten calendar days, 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.

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SECTION 2
Rules and Regulations (Cont'd)

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2.8 Service Cancellation, Discontinuance and Termination (Cont'd)

Boise, Idaho

2.8.3 Temporary Discontinuance (Cont'd)

2.8.3.2 A specific service or any combination of multiple services may be temporarily discontinued without prior notice 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.

2.8.3.3 A specific service or any combination of multiple services may be temporarily discontinued without prior notice 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.

2.8.3.4 A specific service or any combination of multiple services may be temporarily discontinued without prior notice 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 -

2.8.3.4.1 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;

2.8.3.4.2 Disputes arising from Company's bill presentation format;

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Rules and Regulations (Cont'd)

2.8 Service Cancellation, Discontinuance and Termination (Cont'd)

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2.8.3 Temporary Discontinuance (Cont'd)

2.8.3.4.3 Disputes arising from Company's rate structure;

2.8.3.4.4 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

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

2.8.4 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 2.8.3.4, 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.

2.8.5 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:

2.8.5.1 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.

2.8.5.2 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.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.8 Service Cancellation, Discontinuance and Termination (Cont'd)

2.8.5 Termination (Cont'd)

2.8.5.3 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.

2.9 Collections

2.9.1 In the event Company incurs fees or expenses, including attorneys' fees, to collect, or to attempt to collect, any charges owed Company by customer, including charges alleged to have resulted from fraud or abuse of customer's services, the Company shall charge customer all such fees and expenses, including Company's reasonable attorneys' fees, incurred to collect or to attempt to collect its charges.

2.9.2 In accordance with the "filed tariff doctrine," as established by judicial and regulatory decisions and precedents, customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which customer may claim to be entitled. The duty to pay such charges shall arise upon the demand for payment by Company. Customer's duty to pay can only be delayed or deferred by the initiation of a valid billing dispute by the customer.

2.9.3 Reserved for Future Use

(D/T)
(D)

(D)

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.12 Method of Computing Charges (M/T)

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. (M) | (M)

2.13 Calculation of Distance (T)

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. At present, Carrier does not offer mileage sensitive products or services.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the rate centers as defined by AT&T in its Tariff No. 10 as filed with the FCC in the following manner:

Step 1 - Obtain the "V" and "H" coordinates for the rate center of the customer's switch and the destination point.

Step 2 - Obtain the difference between the "V" coordinates of each of the Rate 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 rate centers of the call.

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

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Certain material appearing on this page formerly appeared on Original Page 17

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

- 2.14 Rate Elements** (T)
- Section 2.14 Rate Elements following applies exclusively to International Plus Business calling plans within this tariff. (T)
- 2.14.1** Long distance usage charges are based on the usage of the Company's network. The Company will determine that a call has been established through industry standard answer detection methods, including hardware answer detection. (T)
- 2.14.2** Chargeable time for a call ends upon disconnection by either party. (T)
- 2.14.3** 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. (T)
- 2.14.4** 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. (T)

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SECTION 2 – RULES AND REGULATIONS (Cont’d)

2.14 Rate Elements (Cont’d)

2.14.5 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)
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	(I)

* 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.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

- 2.14 Rate Elements** (T)
- 2.14.6** 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. (T)

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International Plus
Intrastate Competitive Telecommunications Service Price List

SECTION 2 – RULES AND REGULATIONS (Cont'd)

- 2.14 Rate Elements** (T)
- 2.14.7 Rounding** (T)
- 2.14.7.1 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 6-second increment, the call's duration is rounded to the next whole 6-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 Minimum Call Unit (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. (T)
- 2.14.7.2 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). (T)

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International Plus
Intrastate Competitive Telecommunications Service Price List

SECTION 2 – RULES AND REGULATIONS (Cont'd)

- 2.14 Rate Elements** (N)
- 2.14.8 Telecompetitive Service Offerings (“TSOs”)** (T)
- 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.
- 2.14.8.1** TSOs will comply with the Carrier's net revenue test which is founded on established economic principles ensuring above-cost pricing. (T)
- 2.14.8.2** 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. (T)
- 2.14.8.3** 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. (T)
- 2.14.8.4** TSOs are available for all rates published in this Tariff. (T)
- 2.14.8.5** 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 3, following. (T)

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International Plus
Intrastate Competitive Telecommunications Service Price List

SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES

(T)

All services offered pursuant to this Section 3 are tailored to different classes of customers whose specific service profiles are defined by likekinded characteristics as set forth herein. In addition, these services are billed under and pursuant to the service name (under a service mark or trade mark) as expressly designated in each section, following - the "Signature" services. Signature Services are offered in conjunction with related local, interstate and international services to the extent expressly so provided herein.

Section 3.1 through section 3.6 apply exclusively to residential customers. Section 3.7 through section 3.20 apply exclusively to business customers.

(N)
(N)

3.1 International Plus Residential Service General Terms

(T)

International Plus is a service mark representing a division of the Company. Subject to the terms and conditions set forth in this Section 3.1, International Plus Service is available only in combination with its counterpart International Plus International Service offering and International Plus Interstate Service offerings in Company's Federal Tariff.

(T)

3.1.1 Available Services - International Plus service includes outbound 1+, facsimile, toll free access and calling card services and is available seven days a week, 24 hours a day.

(T)

3.1.2 Rate Description - Rates are distance and time of day insensitive. Calls are billed in full 60 second increments with an initial minimum call duration of 60 seconds.

3.1.3 Rounding. International Plus follows the industry practice of "rounding," that is, in its most basic form, when call duration does not end on the nearest whole billing increment, e.g., a sixty-second increment, the call's duration is measured in a minimum of 60 seconds, that is, durations of less than 60 seconds are rounded to a full 60 seconds, and for incremental usage, call duration is measured by call duration segments of not less than 60 seconds with the final call segment just prior to effective disconnection rounded to the next full 60 seconds of call duration.

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential) (T)

3.1 International Plus Residential Service General Terms (Cont'd) (T)

3.1.4 Usage Sensitive Charges – International Plus service calls are rated pursuant to the per minute of usage charges following.

3.1.4.1 For 1+ (including facsimile) and toll free access calls, the rates are:

Rate	First 60 Secs.	Each Add'l 60 Secs.
<u>Category</u>	<u>or Fraction</u>	<u>or Fraction</u>
Standard	\$0.269	\$0.269
Preferred*	\$0.169	\$0.169
Winback**	\$0.169	\$0.169
Evergreen***	\$0.169	\$0.169

* Requires a monthly minimum of \$10.00 for intrastate services.

** Customer must be a "save" or "winback" customer.

*** Requires a monthly minimum of \$20.00 for intrastate services.

3.1.4.2 For calling card calls, the rates are:

	First 60 Secs.	Each Add'l 60 Secs.
	<u>or Fraction</u>	<u>or Fraction</u>
Standard/Preferred/Winback	\$0.306	\$0.306
Evergreen	\$0.219	\$0.219

3.1.4.3 Reserved for Future Use.

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International Plus
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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential) (T)

3.1 International Plus Residential Service General Terms (Cont'd) (N)

3.1.5 Limitations and Disclaimers

3.1.5.1 No Promotional Tie-ins - International Plus service is not available to any customer whose service is being provided pursuant to one or more promotional offerings tariffed herein.

3.1.5.2 Discontinuance - International Plus service, and/or any term or condition affecting the availability and/or rates for International Plus service may be discontinued at any time with or without notice to customer and without liability to customer, any authorized user, or third party.

3.1.5.3 Usage Rate Guarantee - For a customer who maintains eligibility for and receives service under the Company's International Plus Service, the minimum and incremental call unit rates for intrastate calls under this tariff are guaranteed for 6 invoices, i.e., 6 invoices, as the number of invoices guaranteed under Company's International Plus Service for intrastate calls. To qualify, the customer must contact the Company and have verified that the customer received a bona fide comparable competitive order.

(D)

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential)

3.2 International Plus Prepaid Calling Service

3.2.1 General Description

3.2.1.1 Company offers International Plus Prepaid Calling Service throughout the State of Idaho. Charges are not mileage, time of day or day of the week sensitive.

3.2.1.2 International Plus Prepaid Calling Service enables the Customer to complete an outbound call from any touch-tone or mobile phone in the State of Idaho. Customer must register with the Company each working telephone number (“WTN”) they designate to utilize the International Plus Prepaid Calling Service. The International Plus Prepaid Calling Service is then accessed by dialing a designated toll free number. Upon hearing a dial tone, the customer may then dial the desired telephone number directly. Once the WTN(s) is registered with the company, a personal identification number is not required. Customers calling from a non-registered WTN are required to enter their registered WTN in order to access their International Plus Prepaid Calling Service.

3.2.2 Conditions of Service

3.2.2.1 Calls to directory assistance and calls placed to 500, 700, 800, 900, 950 numbers will not be completed using the International Plus Prepaid Calling Service. (C)

3.2.2.2 Calls may only be charged against the International Plus Prepaid Calling Service account that has a sufficient available balance.

3.2.2.3 Non-billable calls will not incur any surcharges, taxes or fees.

3.2.2.4 International Plus Prepaid Calling Service is non-refundable and will expire six months from the date of registration, or when the account balance is depleted, whichever occurs first. Each time the International Plus Prepaid Calling Service is recharged the expiration date is reset for an additional six months.

3.2.2.5 Neither the Company nor any authorized agents shall be liable or responsible for theft, loss, or unauthorized use of any International Plus Prepaid Calling Service accounts.

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential)

3.2 International Plus Prepaid Calling Service (Cont'd)

3.2.3 Recharging Feature

- 3.2.3.1** The Customer has the option to recharge the available balance on the International Plus Prepaid Calling Service account. If an account is recharged, the remaining balance shall be decremented at the rate applicable to the Customer.
- 3.2.3.2** To recharge the account, the Customer shall call the designated toll-free number and, in response to the automated voice prompts, provide their account information for a major credit card accepted by the Company and the WTN they want to utilize.
- 3.2.3.3** Customers are not required to recharge their International Plus Prepaid Calling Service account. When the customer's balance is depleted, customer's credit card will be recharged unless the customer has elected to disable the auto recharge function or the charge against the customer's credit card is unsuccessful. The automatic recharge feature is the default setting for all International Plus pre-paid accounts. Customers may choose to disable default features at anytime following the first 60 days of service. Customers electing to disable the auto recharge function should contact customer service or access the calling platform and respond to the appropriate voice prompts. Recharge may occur during a call in order to prevent disruption of that call and uninterrupted service. If a customer's account recharge is unsuccessful, and customer's International Plus Prepaid Calling account only has thirty (30) seconds talk time remaining, an announcement shall be made indicating that the call shall be automatically terminated when the Card's balance is extinguished.
- 3.2.3.4** The Company may immediately, and without prior notice to the Customer, terminate the recharge option for a particular International Plus Prepaid Calling Service account for any of the reasons specified in Section 2 of this Tariff.

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential)

3.2 International Plus Prepaid Calling Service (Cont'd)

3.2.4 Credit Allowance for Interruptions

3.2.4.1 Customers who experience call interruption due to poor transmission, one-way transmission, or involuntary disconnection of the call may obtain a credit allowance. The credit allowance will be equal to the dollar value or minute equivalent for the duration of the call that is interrupted.

3.2.4.2 In order to receive a credit allowance, the Customer must notify the Company at the designated Customer Service number within 30 days from the date of the interruption. The Customer must also furnish the called number, description of the trouble experienced, approximate time the call was placed, and the duration of the interruption.

3.2.4.3 Credit allowances are not issued for interruptions that are due to the failure of power, equipment or systems not provided by the Company or interruptions that are not properly reported to the company.

3.2.5 Fees and Surcharges

3.2.5.1 Payphone Origination: A \$0.99 surcharge will be added to all International Plus Prepaid Calling Service calls that originate at payphones. The surcharge will be assessed in addition to any other rates and fees.

3.2.5.2 Surcharge: A 20% surcharge will be assessed for each call made using the International Plus Prepaid Calling Service that originates and terminates between any two points within the state of Idaho.

3.2.5.3 Non-registered WTNs: A \$0.65 surcharge will be applied for any calls made from a non-registered WTN.

3.2.5.4 Universal Service Fund - \$0.003 of intrastate minutes of use.

3.2.5.5 Operator Assisted Calls: A \$0.49 per minute surcharge will be applied to all calls placed with the assistance of the Company's operator. The surcharge will be assessed in addition to any other rates and fees.

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential)

3.2 International Plus Prepaid Calling Service (Cont'd)

3.2.6 Timing of Calls

Chargeable time begins when the calling and the called station are connected. Chargeable time ends when the calling station terminates the call, thereby releasing the network connection. If the called party hangs up but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment or the Customer initiates another call by pressing the # button prior to the release of the network connection by Company.

3.2.7 Billing Minimum and Increments

Each call made on the International Plus Prepaid Calling Service is billed for a minimum of one minute and rounded up to the nearest three-minute increment thereafter.

3.2.8 Intrastate Rates

Rate Category	Rate Plan	Cents Per Minute Rate	Required Minimum Monthly Intrastate Usage
IV	IP 4	\$0.132	\$0.00
III	IP 3*	\$0.132	\$25.00
II	IP 2	\$0.110	\$50.00
I	IP 1*	\$0.110	\$100.00

(N)
|
|
|
(N)
(C)

* International Plus prepaid customers with service under rate categories I or III are eligible to have the 20% surcharge waived.

(N)
(N)

3.2.9 Sign Up Bonus

New customers that sign up to purchase more than \$200 in prepaid calling services may receive a one-time 7.5% credit of their sign-up amount applied to their account balance. Example: If a new customer signs up for \$500, they may receive a \$37.50 one-time credit applied to their account balance. If a customer's sign-up amount is \$100-\$199.99, they may receive a one-time credit of \$5.00. New customers with a sign-up amount of \$99.99 or less, are not eligible to receive this one-time credit.

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International Plus
Intrastate Competitive Telecommunications Service Price List

SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential)

(T)

3.3 Miscellaneous Charges (Cont'd)

3.3.4 [Reserved for Future Use]

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International Plus
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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential)

(T)

3.3 Miscellaneous Charges (Cont'd)

3.3.5 Minimum Account Charges ("MACs")

A Customer's tariffed 1+ and toll free access, calling card and MSF (monthly service fee) rates will be adjusted whenever the aggregate of the Customer's charges for all services (including interstate, intrastate, intraLATA, international and calling card services, but exclusive of fees, assessments, taxes and surcharges) for any two consecutive invoices are less than \$20.00 ("MAC threshold").

Tariffed Rates

1+ and toll free
access services

MAC Adjusted Rates

Tariffed rate plus \$0.10 per
applicable billing increment.*

Calling Card Service

\$0.306 per applicable billing increment for all calls plus a call set up
charge of \$0.50.

*Example: If the current rate of a customer to which the provisions of this section apply is \$0.169 per applicable billing increment, the FAIR rate is \$0.269 per billing increment, including the minimum billing increment. MAC adjusted rates appear on Customer's next immediate invoice following the second consecutive invoice whose charges are below the MAC threshold). Customers may request suspension of further MAC charges in accordance with section 3.3.5.1 and 3.3.5.2 following (i.e., Customer will be returned to the previous rate plans applicable to its services prior to its charges falling below the MAC threshold. MAC adjusted rates also apply to all periods of service for Customers qualifying as a Company "save" or "winback" Customer.

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(T)

3.3 Miscellaneous Charges (Cont'd)

3.3.5 Minimum Account Charges ("MACS") (Cont'd)

3.3.5.1 Reinstatement Option A

After receiving direct notice from Company's Customer Care or through receipt of the invoice for MAC rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of \$40.00 per month (inclusive of all services - interstate, intrastate, intraLATA and/or international). If Customer's service charges equal or exceed \$40.00 for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MAC rates. Should Customer fail after reinstatement to meet said commitment on a monthly going-forward basis, and/or again fail to reach the MAC threshold of charges over any two subsequent consecutive invoices, all applicable MAC charges would be reinstated and billed on the next immediately following invoice.

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential)

(T)

3.3 Miscellaneous Charges (Cont'd)

3.3.5.2 Reinstatement Option B

After receiving direct notice from Company's Customer Care Department or through receipt of the invoice for MAC rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of \$40.00 per month (inclusive of all services - interstate, intrastate, intraLATA and/or international). If Customer's service charges equal or exceed \$20.00 for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), for the reinstatement and following invoice (two invoices), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MAC rates and charged a monthly fee of \$4.95. Any Customers whose rates have been reinstated as provided herein shall continue to receive said rates so long as each subsequent invoice meets the \$20.00 service rate threshold and the monthly fee of \$4.95 is paid on a timely basis. Should Customer fail after reinstatement to meet said commitment on a monthly going-forward basis, and/or again fail to reach the MAC threshold of charges over any two subsequent consecutive invoices, all applicable MAC charges would be reinstated and billed on the next immediately following invoice.

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential)

(T)

3.3 Miscellaneous Charges (Cont'd)

3.3.6 Mid-Level Account Charges ("MACII")

A Customer's tariffed 1+ and toll free access, calling card and MSF (monthly service fee) rates will be adjusted whenever the aggregate of the Customer's charges for all services (including interstate, intrastate, intraLATA, international and calling card services, but exclusive of fees, assessments, taxes and surcharges) for any two consecutive invoices after Customer's first two consecutive invoices are at least \$20.00, but not more than \$39.99 per invoice ("MACII threshold"). MACII adjusted rates also apply to all periods of service for Customers qualifying as a Company "save" or "winback" Customer.

Tariffed Rates

1+ and toll free access services

MACII Adjusted Rates

Tariffed rate plus \$0.10 per applicable billing increment.*

*Example: As the current rate of a customer to which the provisions of this section apply is \$0.169 per applicable billing increment, the MACII adjusted rate is \$0.269 per billing increment, including the minimum billing increment. The MACII adjusted rate billing increment is 60 seconds or a full minute. MACII adjusted rates appear on Customer's next immediate invoice following the second consecutive invoice whose charges are below the MACII threshold. Customers may request suspension of further MACII charges in accordance with Section 3.3.6.1 or 3.3.6.2 following (i.e., Customer will be returned to the previous rate plans applicable to its services prior to its charges falling below the MACII threshold).

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential)

(T)

3.3 Miscellaneous Charges (Cont'd)

3.3.6 Mid-Level Account Charges ("MACII") (Cont'd)

3.3.6.1 Reinstatement Option A

After receiving direct notice from Company's Customer Care Department or through receipt of the invoice for MACII rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of \$40.00 per month (inclusive of all services - interstate, intrastate, intraLATA and/or international). If Customer's service charges equal or exceed \$40.00 for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MACII rates. Should Customer fail after reinstatement to meet said commitment on a monthly going-forward basis, and/or again fail to exceed the MACII ceiling of \$39.99 in total charges over any two subsequent consecutive invoices, the MACII adjusted charges would be reinstated and billed on the next immediately following invoice.

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential)

(T)

3.3 Miscellaneous Charges (Cont'd)

3.3.6 Mid-Level Account Charges ("MACII") (Cont'd)

3.3.6.2 Reinstatement Option B

After receiving direct notice from Company's Customer Care Department or through receipt of the invoice for MACII rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of \$40.00 per month (inclusive of all services - interstate, intrastate, intraLATA and/or international). If Customer's service charges equal or exceed \$20.00 for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), for the reinstatement and following invoice (two invoices), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MACII rates and be charged a monthly fee of \$4.95. Any Customers whose rates have been reinstated as provided herein shall continue to receive said rates so long as each subsequent invoice meets the \$20.00 service rate threshold and the monthly fee of \$4.95 is paid on a timely basis. Should Customer fail after reinstatement to meet said commitment on a monthly going-forward basis, and/or again fail to reach the MACII threshold of charges over any two subsequent consecutive invoices, the MACII adjusted charges would be reinstated and billed on the next immediately following invoice.

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential)

(T)

3.4 Customer Loyalty Plans

From time to time, rates may be tariffed or tariffed rates selected, a "Customer Loyalty Plan" or "CLP," the purpose and/or design for which is to retain the competitive position of International Plus 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 CLP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Loyalty Plan offerings featuring the specified rates for each Plan are available for eligible Customers taking outbound and inbound equal access switched services of International Plus originated from and terminated to locations within this state whenever International Plus determines that but for the availability of these rates, International Plus 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 CLP to be valid.

- 3.4.1 CLPs 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.
- 3.4.2 A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CLP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CLP must demonstrate the existence of circumstances substantially and materially like those which justified the CLP as tariffed.
- 3.4.3 An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CLP may, nonetheless, be able to qualify for a different or new CLP tailored to that Customer's circumstances.
- 3.4.4 CLPs are available for all published rates.
- 3.4.5 Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by International Plus, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this section 3.4.

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential)

(T)

3.4 Customer Loyalty Plans (Cont'd)

3.4.6 All of the conditions set forth in sections 3.4.1 through and including this section 3.4.6 must exist in order to qualify for the following Customer Loyalty Plans. International Plus 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 International Plus. 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 International Plus prior to institution of the first billing for services under the applicable Customer Loyalty Plans.

3.4.7 Customer Loyalty Plans I and II

3.4.7.1 Customer Loyalty Plan I. International Plus Customers who qualify as either a “save” or a “winback” and who meet the eligibility requirements set forth in 3.4.7.1.2 will receive a credit on their 13th invoice as provided following.

3.4.7.1.1 For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer’s monthly charges excluding fees, taxes, surcharges, assessments, and similar charges (“eligible charges”) for the preceding consecutive twelve-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

3.4.7.1.2 Eligibility. To be eligible for the 13th invoice free bonus, each Customer must:

- A.** have initiated service under International Plus;
- B.** have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
- C.** have received twelve consecutive and uninterrupted invoices over the preceding twelve-month period;
- D.** have selected the 13th invoice free bonus incentive prior to the first day in the period of service covered by Customer’s thirteenth invoice; and

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Residential)

(T)

3.4 Customer Loyalty Plans (Cont'd)

3.4.7 Customer Loyalty Plans I and II (Cont'd)

3.4.7.1 Customer Loyalty Plan I (Cont'd)

- E.** pay all charges rendered in Customer's thirteenth invoice in excess of the amount of the applicable credit as calculated under 3.4.7.1.1, preceding.

3.4.7.2 Customer Loyalty Plan II. International Plus Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in 3.4.7.2.2 will receive a credit on their 9th invoice as provided following.

3.4.7.2.1 For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive eight-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

3.4.7.2.2 Eligibility. To be eligible for the 9th invoice free bonus, each Customer must:

- A.** have initiated service under International Plus;
- B.** have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
- C.** have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
- D.** have selected the 9th invoice free bonus incentive prior to the first day in the period of service covered by Customer's ninth invoice; and
- E.** pay all charges rendered in Customer's ninth invoice in excess of the amount of the applicable credit as calculated under 3.4.7.2.1, preceding.

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3.4 Customer Loyalty Plans (Cont'd)

3.4.8 Credit Series for 5th, 11th, 17th, and 23rd Invoices

3.4.8.1 Description. New Customers who meet the eligibility requirements set forth below will receive a series of credits that must be accumulated consecutively through their 5th, 11th, 17th, and 23rd invoices. Each credit when earned will be issued in the invoice immediately following the last invoice in the applicable credit series, namely in the 6th, 12th, 18th, and 24th invoices.

3.4.8.2 Credit. Exclusive of calling card charges, fees, taxes, surcharges, assessments, and similar charges, a series of credits equal to the average of the number of previous months' service charges in the applicable qualifying service period shall be issued, first, for the consecutive 5-month period preceding Customer's 6th invoice; second, for the consecutive 11-month period preceding Customer's 12th invoice; third, for the consecutive 17-month period preceding Customer's 18th invoice; and fourth, for the consecutive 23-month period preceding Customer's 24th invoice. Subject to 3.4.8.3 following, credits are calculated based on the total of all qualifying service charges incurred for the first period of service through and including the last service month in the applicable credit series.

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3.4 Customer Loyalty Plans (Cont'd)

3.4.8 Credit Series for 5th, 11th, 17th, and 23rd Invoices (Cont'd)

3.4.8.3 Eligibility. To be eligible for credits, each Customer must: have completed the months of service needed to qualify for the applicable credit in the series of service periods, e.g., 5 months for the first credit issued in the 6th invoice; 11 months for the second credit issued in the 12th invoice and so on; have current usage which exceeds the established minimum monthly usage levels for the applicable service as set forth in 3.1.4 preceding; no 60-day or longer outstanding unpaid balance equal to or greater than \$5.00 during that period of service to which the credit applies; have received first 5, 11, 17, and then 23 additional consecutive and uninterrupted invoices during the preceding twenty-three-month period; have selected and agreed to the terms of this credit prior to the first day in the period of service covered by Customer's fifth invoice; and pay all charges rendered in Customer's sixth and related twelfth, eighteenth, and twenty-fourth invoices in excess of the amount of the applicable credit as calculated under 3.4.8.2, preceding

To confirm eligibility and to activate the credit series offer, Customer must initiate contact with Company's Customer Care on any day in the final month of service covered by Customer's qualifying series of invoices, but no later than the next to last day in the final month for the applicable series. A Customer who meets and continues to meet all other Eligibility requirements except that it does not initiate contact with Customer Care to activate the promotion until a date subsequent to the last day in the final month of service covered by Customer's qualifying series of invoices, will still be entitled to receive the credits for any subsequent series of invoices (e.g., the 12th, 18th, and 24th invoices) provided that at least one Customer initiated contact with Customer Care has been made. Customer will not retroactively receive a credit for any invoices in the applicable series of invoices generated by Company prior to the initial Customer initiated contact.

Example: A Customer who meets all other eligibility requirements, except that it does not initiate the required contact with Customer Care prior to the last day in the final month of service covered by Customer's qualifying series of invoices, calls customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to Section 3.4.8.2, preceding, for the 11th, 17th, and 23th invoices; but will not retroactively receive the 5th invoice credit to which it would otherwise have been entitled.

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3.4 Customer Loyalty Plans (Cont'd)

3.4.8 Credit Series for 5th, 11th, 17th, and 23rd Invoices (Cont'd)

3.4.8.4 Limitations and Disclaimers. This offer may not be combined with any other offer except as expressly authorized herein. Customers choosing this Credit Series remain eligible for the Referral Credit under Company's Federal Tariff.

Customers must remain subscribed to Company service for the entire 30-day period of each month that credit is given.

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3.5 Advantage Card Service (ACS)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in 3.5.1 following. Each ACS Customer who maintains its eligibility is entitled to free calling card calling up to \$20.00 per month commencing with Customer's first invoice if the ACS customer incurs ACS charges in the service period covered by the first invoice, otherwise in the Second invoice, and in either event the credit applies through and ending with Customer's seventh invoice ("Fixed Advantage Calling"). An additional allowance of free calling card calling is provided equal to 50% of the average monthly charges incurred for the ACS Customer's non-calling card calling billed in the Customer's 2nd through 7th invoices following Customer commencement of service as an ACS Customer ("Bonus Advantage Calling").

3.5.1 Eligibility

Company's Advantage Card Service (ACS) becomes available once an International Plus 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).

3.5.2 Limitations and Disclaimers - General

- A. ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed.
- B. If earned as specified in 3.5 preceding, Fixed Advantage Calling will be reflected in Customer's first or second through seventh invoices following commencement of ACS service and the ACS Bonus Advantage Calling will be reflected in Customer's eighth invoice following commencement of ACS service.
- C. ACS Calling Advantages are not available with any other promotional offering or "save/winback" program offered by Company except as provided in E following.
- D. Each month's ACS Fixed Advantage Calling is noncumulative (cannot be carried over to any following month or otherwise accumulated).

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3.5 Advantage Card Service (ACS) (Cont'd)

3.5.2 Limitations and Disclaimers - General (Cont'd)

- E.** Subject to and in accordance with the provisions of Sections 3.4 and 3.4.6 following, and the eligibility requirements of 3.5.1 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 by 3.5.1 preceding.
- F.** An ACS Customer must complete a minimum service term of seven (7) invoices with no delinquencies and no bill cycle interruptions in order for its eighth invoice to reflect the applicable Bonus Advantage Calling.
- G.** An ACS Customer whose service is terminated for cause or which voluntarily terminate Company's service prior to the completion of the minimum seven month service term for Bonus Advantage Calling forfeits all unused credits.

3.5.3 Limitations and Disclaimers - Shortfalls

An ACS Customer must maintain a monthly minimum of \$20.00 in non-calling card charges to avoid shortfall charges. Customer shall be billed the difference between actual charges incurred and the monthly minimum charge of \$20.00, the “shortfall charge.” For example, if a Customer's actual charges for non-calling card calls are \$12.34, a shortfall charge of \$7.66 will appear on the invoice. In addition, the Customer's rates are adjusted for the month in which the shortfall occurs to the rates in 3.3.5 following for all non-calling card and calling card usage. While shortfall charges apply to the non-calling card charges of an ACS Customer, the application of the shortfall provisions will not reduce the Fixed Advantage earned for calling card calls and the Customer will be credited with any calling card usage in excess of the total Fixed Advantage available if earned. Compare using the following examples.

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3.5 Advantage Card Service (ACS) (Cont'd)

3.5.3 Limitations and Disclaimers - Shortfalls (Cont'd)

Example 1: An ACS Customer is billed \$12 for 1+ calling in the month of May and makes \$18 worth of calling cards in the same month. The Customer will receive full credit in its June invoice for the \$18 of calling card calls, be assessed a shortfall of \$8 pursuant to the provisions of this Section 3.5.3, and its rates will be rerated under Section 3.3.5 following.

Example 2: An ACS Customer is billed \$7 for 1+ calling in the month of October and makes \$26 worth of calling cards in the same month. The Customer will receive full credit (\$20) in its November invoice for the \$26 of calling card calls and, will be credited with \$6 in excess of the calling card usage so that the shortfall assessed pursuant to the provisions of this Section 3.5.3 will be reduced to \$7 (\$20 minimum in 1+ usage per this Section 3.5.3 - \$7 used = \$13 shortfall - \$6 in excess calling card usage = \$7 shortfall under this 3.5.3), and its rates rerated under 3.3.5 following.

Example 3: An ACS Customer is billed \$9 for 1+ calling in the month of February and makes \$44 worth of calling cards in the same month. The Customer will receive full credit (\$20) in its March invoice for the \$44 of calling card calls and will not be assessed any shortfall under the provisions of this Section 3.5.3 nor be subject to rerating under 3.3.5 following (because the \$9 in 1 + calling and the \$24 in calling card calling is in excess of the \$20 minimum required by this Section 3.5.3 equals \$33 in qualified billings for the month of February).

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3.5 Advantage Card Service (ACS) (Cont'd)

3.5.4 Reinstatement

An ACS Customer which has lost its eligibility for the Fixed Advantage Calling may reinstate its eligibility for the Fixed Advantage Calling 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.

3.5.5 Rates

The rates set forth in Section 3.1.3.2 apply to ACS calling card calls.

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3.6 Advantage Card Service II (ACS II)

Advantage Card Service II (ACS II) is offered to existing and new customers meeting the eligibility requirements set forth in 3.6.1 following. Each ACS II Customer who maintains its eligibility is entitled to free calling card calling up to \$50.00 per month commencing with Customer's first invoice if the ACS Customer incurs ACS charges in the service period covered by the first invoice, otherwise in the second invoice, and in either event the credit applies through and ending with Customer's seventh invoice ("Fixed Advantage Calling"). An additional allowance of free calling card calling is provided equal to 50% of the average monthly charges incurred for the ACS II Customer's non-calling card calling billed in the Customer's 2nd through 7th invoices following Customer commencement of service as an ACS II Customer ("Bonus Advantage Calling").

3.6.1 Eligibility

Company's Advantage Card Service II (ACS II) becomes available once an International Plus 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).

3.6.2 Limitations and Disclaimers - General

- A.** ACS II is offered only in conjunction with Company's interstate and international companion ACS II offerings as tariffed.
- B.** If earned as specified in 3.6 preceding, Fixed Advantage Calling will be reflected in Customer's first or second through seventh invoices following commencement of ACS II service and the ACS Bonus Advantage Calling will be reflected in Customer's eighth invoice following commencement of ACS II service.
- C.** ACS II Calling Advantages are not available with any other promotional offering or "save/winback" program offered by Company except as provided in E following.
- D.** Each month's ACS II Fixed Advantage Calling is noncumulative (cannot be carried over to any following month or otherwise accumulated).

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3.6 Advantage Card Service II (ACS II)

3.6.2 Limitations and Disclaimers - General (Cont'd)

- E.** Subject to and in accordance with the provisions of Sections 3.4 and 3.4.6 following, and the eligibility requirements of 3.6.1 preceding, ACS II 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 II 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 3.6.1 preceding.
- F.** An ACS II Customer must complete a minimum service term of seven (7) invoices with no delinquencies and no bill cycle interruptions in order for its eighth invoice to reflect the applicable Bonus Advantage Calling.
- G.** An ACS II Customer whose service is terminated for cause or which voluntarily terminates Company's service prior to the completion of the minimum seven month service term for Bonus Advantage Calling forfeits all unused credits.

3.6.3 Limitations and Disclaimers - Shortfalls

An ACS II Customer must maintain a monthly minimum of \$20.00 in non-calling card charges to avoid shortfall charges. Customer shall be billed the difference between actual charges incurred and the monthly minimum charge of \$20.00, the "shortfall charge." For example, if a Customer's actual charges for non-calling card calls are \$12.34, a shortfall charge of \$7.66 will appear on the invoice. In addition, the Customer's rates are adjusted for the month in which the shortfall occurs to the rates in 3.3.5 preceding for all non-calling card and calling card usage. While shortfall charges apply to the non-calling card charges of an ACS II Customer, the application of the shortfall provisions will not reduce the Fixed Advantage earned for calling card calls and the Customer will be credited with any calling card usage in excess of the total Fixed Advantage available if earned. Compare using the following examples.

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3.6 Advantage Card Service II (ACS II)

3.6.3 Limitations and Disclaimers - Shortfalls (Cont'd)

- Example 1: An ACS II Customer is billed \$12 for 1+ calling in the month of May and makes \$18 worth of calling cards in the same month. The Customer will receive full credit in its June invoice for the \$18 of calling card calls, be assessed a shortfall of \$8 pursuant to the provisions of this Section 3.6.3, and its rates will be rerated under Section 3.3.5 preceding.
- Example 2: An ACS II Customer is billed \$7 for 1+ calling in the month of October and makes \$26 worth of calling cards in the same month. The Customer will receive full credit (\$20) in its November invoice for the \$26 of calling card calls and, will be credited with \$6 in excess of the calling card usage so that the shortfall assessed pursuant to the provisions of this Section 3.6.3 will be reduced to \$7 (\$20 minimum in 1+ usage per this Section 3.6.3 - \$7 used = \$13 shortfall - \$6 in excess calling card usage = \$7 shortfall under this 3.6.3), and its rates rerated under 3.3.5 preceding.
- Example 3: An ACS II Customer is billed \$9 for 1+ calling in the month of February and makes \$44 worth of calling cards in the same month. The Customer will receive full credit (\$20) in its March invoice for the \$44 of calling card calls and will not be assessed any shortfall under the provisions of this Section 3.6.3 nor be subject to rerating under 3.3.5 preceding (because the \$9 in 1 + calling and the \$24 in calling card calling is in excess of the \$20 minimum required by this Section 3.6.3 equals \$33 in qualified billings for the month of February).

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3.6 Advantage Card Service II (ACS II)

3.6.4 Reinstatement

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

3.6.5 Rates

The rates set forth in Section 3.1.4.2 apply to ACS II calling card calls.

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.7 International Plus Business Plan Services & Rates

Company offers the following International Plus rate plan. Company's standard tariff rate methodology applies in each invoice under this plan. The provisions of Section 2.13 preceding apply. The International Plus Rate Plan Rates are follows:

3.7.1 Basic Q Rate Plan

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

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

3.7.2 Classic Q Rate Plan

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

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

3.7.3 Classic 2 Rate Plan

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

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

3.7.4 Classic 1 Rate Plan

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

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

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.7 International Plus Business Plan Services & Rates (Cont'd)

3.7.5 Universal Rate Plan

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

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

3.7.6 Prime 2 Rate Plan

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

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

3.7.7 Prime 1 Rate Plan

Prime 1 rates are provided to 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	\$0.0387	\$0.0129
Off-Peak/Non-Business Day	\$0.0387	\$0.0129

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3.7 International Plus Business Plan Services & Rates (Cont'd)

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3.7.8 Super 1 Rate Plan

Super 1 rates are provided to customers whose minimum monthly interstate 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

3.7.9 Super 2 Rate Plan

Super 2 rates 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

3.7.10 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

3.7.11 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

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.7 International Plus Business Plan Services & Rates (Cont'd)

3.7.12 Limited-Class Switched Rates

(T)

3.7.12.1 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.

(T)

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 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

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 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

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.8 Rates for Calls Terminated to a Mobile Phone or Pager

All calls terminated to a mobile phone or pager shall be charged the following rates:

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

3.9 Rates for Calling Cards

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

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

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3.10 Graduated Rate Categories

Carrier offers services under this Section 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

- 3.10.1** Any Rate Category I-IX customers in service on or before April 15, 2008, 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 July 15, 2008, that are reflected on invoices rendered on or after August 15, 2008. (C/I)
- 3.10.2** Any Rate Category X customers in service on or before April 15, 2008, 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 July 15, 2008, that are reflected on invoices rendered on or after August 15, 2008. (C/I)

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.11 Calling Card "Bong" Charge

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

3.12 Directory Assistance Rate per call: \$1.25 (I)

3.13 Miscellaneous Charges

A surcharge applies to all calls originated at payphones using a service access code.

Per Call
\$0.69 (I)

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.14 Customer Loyalty Plans

3.14.1 General Terms and Conditions

From time to time, rates may be tariffed or tariffed rates selected, a "Customer Loyalty Plan" or "CLP," 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 CLP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Loyalty 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 CLP to be valid.

- A.** CLPs 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 CLP. To qualify as a similarly situated customer for purposes of this Section, the customer seeking the CLP must demonstrate the existence of circumstances substantially and materially like those which justified the CLP as tariffed.

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.14 Customer Loyalty Plans (Cont'd)

3.14.1 General Terms and Conditions (Cont'd)

- C.** An existing customer or potential customer unable to demonstrate being similarly situated under a tariffed CLP may, nonetheless, be able to qualify for a different or new CLP tailored to that customer's circumstances.
- D.** CLPs 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 3.
- F.** All of the conditions set forth above must exist in order to qualify for the following Customer Loyalty 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 Loyalty Plans.

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.14 Customer Loyalty Plans (Cont'd)

3.14.2 Customer Loyalty Plan I

International Plus Service customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th invoice as provided following.

- A.** For each five invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive five-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- B.** Eligibility. To be eligible for the 6th invoice free bonus, each customer must:
- X have initiated service under International Plus Service;
 - X have current usage which exceeds the established minimum monthly usage levels for the applicable International Plus Service;
 - X have no record of nonpayment in any of the preceding consecutive five-month period of service;
 - X have received five consecutive and uninterrupted invoices over the preceding five-month period;
 - X have selected the 6th invoice free bonus incentive prior to the first day in the period of service covered by customer's fifth invoice; and
 - X pay all charges rendered in customer's fifth invoice in excess of the amount of the applicable credit as calculated under Section 3.14.2.A preceding.

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.14 Customer Loyalty Plans (Cont'd)

3.14.3 Customer Loyalty Plan II

International Plus Service customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th invoice as provided following.

- A.** For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive eight-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- B.** Eligibility. To be eligible for the 9th invoice free bonus, each customer must:
- X have initiated service under the International Plus Service;
 - X have current usage which exceeds the established minimum monthly usage levels for the applicable International Plus Service;
 - X have no record of nonpayment in any of the preceding consecutive eight-month period of service;
 - X have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
 - X have selected the 9th invoice free bonus incentive prior to the first day in the period of service covered by customer's eighth invoice; and
 - X pay all charges rendered in customer's eighth invoice in excess of the amount of the applicable credit as calculated under Section 3.14.3.A preceding.

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.14 Customer Loyalty Plans (Cont'd)

3.14.4 Customer Loyalty Plan III

International Plus Service customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 13th invoice as provided following.

- A.** For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive twelve-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- B.** Eligibility. To be eligible for the 13th invoice free bonus, each customer must:
- X have initiated service under the International Plus Service;
 - X have current usage which exceeds the established minimum monthly usage levels for the applicable International Plus Service;
 - X have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
 - X have received twelve consecutive and uninterrupted invoices over the preceding twelve-month period;
 - X have selected the 13th invoice free bonus incentive prior to the first day in the period of service covered by customer's twelfth invoice; and
 - X pay all charges rendered in customer's twelfth invoice in excess of the amount of the applicable credit as calculated under Section 3.14.4.A preceding.

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.14 Customer Loyalty Plans (Cont'd)

3.14.5 Loyalty Awards. Customers who qualify as either a "winback" or a "save" qualify to receive additional Loyalty Awards.

- A. "Welcome Back Invoice" Award.** Each Customer who qualifies as either a "winback" or "save" shall receive its first invoice free, a "Welcome Back Invoice," that is, a credit equal to the charges for the first period of service (may be less than 30 days). The credit equal to the charges in the Welcome Back Invoice will appear in the invoice for the fourth billing cycle following the service period to which the Welcome Back Invoice applies.
- B. Free Minutes Bonus Incentive.** Customers who qualify as either a "winback" or "save" shall be awarded 500 free minutes of either domestic United States interstate calling or intrastate calling, based on the lower of the two rates.

3.14.6 Non-Voice Communications

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

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.14 Customer Loyalty Plans (Cont'd)

3.14.7 “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 (6th, 9th, 12th, 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 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.15 Advantage Card Service (ACS)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in Section 3.17.1 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").

3.15.1 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).

3.15.2 Limitations and Disclaimers

- A.** ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed.
- 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 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.15 Advantage Card Service (ACS) (Cont'd)

3.15.2 Limitations and Disclaimers (Cont'd)

- E.** Subject to and in accordance with the eligibility requirements of Section 3.15.1 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 Section 3.15.1 preceding.
- F.** An ACS customer whose service is terminated for cause or which voluntarily terminates Company’s service forfeits all unused credits.

3.15.3 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.

3.15.4 Rates

The rates in Section 3.9 preceding apply to the International Plus ACS service.

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.16 Customer Advantage Plans (“CAPs”)

3.16.1 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 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.16 Customer Advantage Plans (“CAPs”) (Cont'd)

3.16.1 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 3.
- 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 Section 3.16.2 through and including Section 3.16.6 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 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.16 Customer Advantage Plans ("CAPs") (Cont'd)

3.16.2 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.

- A.** 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.
- B.** Eligibility. To be eligible for the 6th and 12th invoice free bonuses, each customer must:
- X have initiated service;
 - X have current usage which exceeds the established minimum monthly usage levels for the applicable service;
 - X have no record of nonpayment in any of the preceding consecutive monthly qualifying periods (5 and 11 months) of service;
 - X have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
 - X have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by customer's fifth invoice; and
 - X pay all charges rendered in customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under Section 3.16.2.A preceding.

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.16 Customer Advantage Plans ("CAPs") (Cont'd)

3.16.3 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.

- A.** 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.
- B.** Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each customer must:
- X have initiated service;
 - X have current usage which exceeds the established minimum monthly usage levels for the applicable service;
 - X have no record of nonpayment in any of the preceding consecutive monthly qualifying periods (5, 9, and 13 months) of service;
 - X have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
 - X 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
 - X 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 Section 3.16.3.A preceding.

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.16 Customer Advantage Plans ("CAPs") (Cont'd)

3.16.4 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.

- A. 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; and 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 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.16 Customer Advantage Plans (“CAPs”) (Cont'd)

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

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

- X have initiated service;
- X have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- X 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;
- X 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;
- X 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; and
- X 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 Section 3.16.5.A preceding.
- X 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 3.16.5.A 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 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.16 Customer Advantage Plans (“CAPs”) (Cont'd)

3.16.5 Customer “Welcome Aboard” Advantage Plan

For new customers who meet the eligibility requirements of Section 3.16.1 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.

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.17 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 3.17.2 shall receive the Service Term Invoice Free Credit.

3.17.1 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.

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

- A.** Have initiated service under an International Plus Service Plan;
- B.** Have current usage which exceeds the established minimum monthly usage levels for the applicable International Plus Service 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 fifth 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 3.17.1 preceding.

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.18 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 Cal Units (TCUs):

- X To receive the benefits, eligible customers must call a Company Customer Care Representative.
- X 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.
- X 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.
- X Customers will not receive credit if the customer has a 60-day outstanding balance of \$50 or greater.

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.19 1st and 3rd Invoice Credit

For new customers and those qualifying as save or winback customers, and who meet the eligibility requirements of Section 3.19.1 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.

3.19.1 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.

3.19.2 Terms

Each \$50.00 pre-paid calling card is decremented at the rates set forth in Section 3.9 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 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.20 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 3.20.2 shall receive the Service Term Invoice Free Credit II.

3.20.1 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.

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

- A.** Have initiated service under a International Plus Service Plan;
- B.** Have current usage which exceeds the established minimum monthly usage levels for the applicable International Plus Service 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 3.20.1, preceding.

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.21 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 April 15, 2008, 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 July 15, 2008, that are reflected on invoices rendered on or after August 15, 2008. (I)

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.22 Service Cancellation, Discontinuance and Termination

3.22.1 Service Term Commitments

- A. 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.
- B. 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.
- C. 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.

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SECTION 3 – INTERNATIONAL PLUS SERVICES AND RATES (Cont'd) (Business)

3.22 Service Cancellation, Discontinuance and Termination (Cont'd)

3.22.1 Service Term Commitments (Cont'd)

- D. 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.
- E. 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.

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