

Intrastate Telecommunications Services

Regulations, Rates and Price Schedule applicable  
to Intrastate Interexchange Communications Services furnished

by Silver Star Long Distance

a dba of Millennium Communications, LLC

CHECK SHEET

The title page and pages 1-23 inclusive of this Price Schedule are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the Original Price Schedule in effect on the date indicated.

<u>PAGE</u>	<u>REVISION</u>
Title	Original
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original

---

Issued: March 1, 2016  
Effective: March 31, 2016  
By: Legal & Regulatory Administrator

**Idaho Public Utilities Commission**  
**Office of the Secretary**  
**ACCEPTED FOR FILING**  
**March 31, 2016**  
**Boise, Idaho**

TABLE OF CONTENTS

CHECK SHEET.....1  
TABLE OF CONTENTS.....2  
EXPLANATION OF SYMBOLS .....3  
EXCULPATORY CLAUSE.....4  
APPLICABILITY.....4  
I. DEFINITIONS .....5  
II. RULES AND REGULATIONS .....10  
    2.1 Undertaking of the Company .....10  
    2.2 Use of Service .....10  
    2.3 Limitations .....10  
    2.4 Assignment or Transfer .....10  
    2.5 Liability of the Company .....12  
    2.6 Minimum Period .....13  
    2.7 Billing and Payment for Service .....13  
    2.8 Deposits.....15  
    2.9 Taxes and Fees .....17  
    2.10 Terminal Equipment.....17  
    2.11 Interconnection.....17  
    2.12 Inspection, Testing and Adjustment.....17  
    2.13 Credit Allowances for Interruption of Service .....18  
    2.14 Cancellation by Customer .....18  
    2.15 Discontinuance of Service.....18  
    2.16 Restoration of Service .....19  
    2.17 Use of Recording Devices.....20  
    2.18 Special Customer Arrangements .....20  
    2.19 Other Terms and Conditions .....21  
III. SERVICE OFFERINGS .....22  
    3.1 General .....22  
    3.1 Description of Service Offerings.....22  
    3.1 Timing of Calls.....22  
    3.1 General .....22  
    3.1 Promotions .....22  
IV. BASIC SERVICE RATES .....23  
V. SERVICE FEES RATE SCHEDULE .....23  
VI. DIRECTORY ASSISTANCE SERVICE .....23

EXPLANATION OF SYMBOLS

- (C) To signify changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify rate or charge increase.
- (M) To signify material relocated from or to another part of Price Schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (S) To signify reissued material.
- (T) To signify a change in wording of text but not change in rate, rule, or condition.

EXCULPATORY CLAUSE

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

APPLICABILITY

This Price Schedule contains the regulations and rates applicable to the provision of interexchange telecommunications services by Silver Star Long Distance between and among points within the state of Idaho as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric, and like conditions.

**I. DEFINITIONS**

For the purpose of this Price Schedule, the following definitions will apply:

Access Coordination

Provides for the design, ordering, installation, coordination, preservice testing, service turn-up and maintenance on a Company provided Local Access Channel.

Access Line

An arrangement which connects the Customer's telephone to a Silver Star Communications designated switching center or point of presence.

Administrative Change

A change in Customer billing address or contact name.

Alternate Access

Alternate Access is a form of Local Access except that the provider of the service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such service. The charges for Alternate Access may be subject to private agreement rather than published or special Price Schedule if permitted by applicable governmental rules.

Application for Service

A standard Company order form which includes all pertinent billing, technical and other descriptive information which will enable the Company to provide a communication service as required.

ASR

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

Authorization Code

A numerical sequence which enables a customer to access the carrier and which is used by the Company to identify the customer for billing purposes.

Authorized User

A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service under the terms and conditions of this Price Schedule. The Customer remains responsible for payment of services.

Bandwidth

The total frequency band, in hertz, allocated for a channel.

Bill Date

The date on which billing information is compiled and sent to the Customer.

**I. DEFINITIONS** (Continued)

Call

A completed connection between the Calling and Called Stations.

Called Station

The telephone number called.

Central Office

A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel or Circuit

A dedicated communications path between two or more points having a bandwidth or transmission speed specified in this Price Schedule and selected by a Customer.

Company

Silver Star Long Distance

Customer

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

Customer Premises/Customer's Premises

Locations designated by a Customer where service is originated/terminated whether for its own communications needs or for the use of its resale customers.

Customer Provided Equipment

Telecommunications terminal equipment that is located at the Customer's residence or place of business.

Dedicated Access/Special Access

Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination and termination of calls.

DS-0

DS-0 means Digital Signaling Level Service and is a 64 Kbps signal.

**I. DEFINITIONS** (Continued)

DS-1

DS-1 means Digital Signal Level 1 Service and is 1.544 Mbps.

Due Date

The Due Date is the date on which payment is due.

Equal Access

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

IPUC

Idaho Public Utilities Commission.

Individual Case Basis

Individual Case Basis (ICB) determinations involve situations where complex Customer-specific arrangements are required to satisfactorily serve the Customer. The nature of such service requirements makes it difficult or impossible to establish general Price Schedule provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions.

Initial and Additional Period

The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

Installation

The connection of a Circuit, Dedicated Access Line, or port for new, changed or an additional service.

Interruption

Interruption shall mean a condition whereby the service or a portion thereof is inoperative, beginning at the time of notice by the Customers to the Company that such service is inoperative and ending at the time of restoration.

Kbps

Kilobits per second.

LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications service provided by a Local Exchange Company.

**I. DEFINITIONS** (Continued)

Local Access

Local Access means the service between a Customer Premises and a Company designated Point-of-Presence.

Local Access Provider

Local Access Provider means an entity providing Local Access.

Local Exchange Carrier (LEC)

The local telephone utility that provides local telephone exchange and access services.

Mbps

Megabits per second.

Multiplexing

Multiplexing, or “muxing”, is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity or vice versa.

NA

Not available

N/C

No charge

Nonrecurring Charges

Nonrecurring Charges are one-time charges.

Operator Assisted Call

A telephone connection complete through the use of the Company’s Operator Services.

Payment Method

The manner which the Customer designates as the means of billing charges for calls using the Company’s service.

Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its service.

Rate Center

A specified geographical location used for determining mileage measurements.

**I. DEFINITIONS** (Continued)

Restore

To make service operative following an interruption by repair, reassignment, rerouting, substitution or component parts, or otherwise, as defined by the carrier(s) involved.

Service

Service means any or all service(s) provided pursuant to this Price Schedule.

Service Commitment Period

The term elected by the Customer and stated on the service order during which the Company will provide the services subscribed to by the Customer.

Serving Wire Center

A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular service offerings which the Company may, from time to time, offer to its customers for a particular service. Such offerings may be limited to certain dates, times, and locations.

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.

Third Number Billing

An operator Assisted Call for which charges are billed not to the originating number but to another telephone number which is neither the originating nor the terminating telephone number.

Travel Card Call

A service whereby the Customer or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed via a "1-800" or other access code dialing sequence.

United States

The forty-eight states contained within the mainland United States, the District of Columbia, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

V & H Coordinates

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

## **II. RULES AND REGULATIONS**

### **2.1 Undertaking of the Company**

The Company's services and facilities are furnished for communications originating within the state of Idaho under terms of this Price Schedule. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

The Company arranges for installation, operation, and maintenance of the communications services provided in this Price Schedule for Customers in accordance with the terms and conditions set forth under this Price Schedule. The 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 Company may require a customer to sign an application form and to establish credit worthiness as a condition precedent to the initial establishment of service.

Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain service under this Price Schedule, provided that the Company reserves the right to deny service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment, (B) in circumstances in which the Company has reason to believe that the use of the service would violate the provisions of this Price Schedule or any applicable law or regulation, or if any applicable law or regulation restricts or prohibits provision of this service, or (C) if insufficient facilities are available to provide the service.

### **2.2 Use of Service**

The services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. However, the Customer remains liable for all obligations under this Price Schedule notwithstanding such sharing or resale and regardless of the Company's knowledge of the same. The Company shall have no liability to any person or entity other than the Customer. The Customer shall not use nor permit others to use the service in a manner that could harm the facilities of the Company or others or that is inconsistent with any applicable law or regulation.

2.3.1 Service is offered subject to facilities availability and the provisions of this Price Schedule. The Company reserves the right to refuse to provide service to or from any location where it has not ordered facilities, installed network interconnections or the necessary facilities and/or equipment otherwise are not available.

**II. RULES AND REGULATIONS (Continued)**

**2.3 Limitations (Continued)**

- 2.3.2 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Price Schedule, or in violation of the law.
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.
- 2.3.4 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgement.
- 2.3.5 Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this Price Schedule, a month is considered to have 30 days. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.
- 2.3.6 Service will be provided until canceled by the Customer on not less than thirty (30) days written notice from the date of postmark on the letter giving notice of cancellation.
- 2.3.7 The Service Commitment Period for any service shall be established by the Service Order relevant thereto and commence on the Service Date. Upon the expiration, each Service Commitment Period for such service shall automatically be extended subject to written notice of termination by either the Company or Customer as of a date not less than thirty (30) days after the date of said notice to the other.

**2.4 Assignment or Transfer**

All service provided under this Price Schedule is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the Company's express prior written consent. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this Price Schedule shall apply to all such permitted transferees or assignees, as well as all conditions of service.

**II. RULES AND REGULATIONS (Continued)**

**2.5 Liability of the Company**

- 2.5.1 Except as stated in this 2.5.1, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this Price Schedule. This Price Schedule does not limit the liability of the Company for willful misconduct.
- 2.5.2 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this Price Schedule (calculated on a proportionate basis where appropriate) to the period during which such errors, mistake, omission, interruption or delay occurs. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused by or contributed to by the negligence or willful act of the Customer, or which arise from the use of the Customer-Provided Facilities or equipment provided by third parties, shall not result in the imposition of any liability whatsoever upon the Company.
- 2.5.3 The Company is not liable for any act, omission or negligence of any Local Exchange Carrier, Other Common Carrier, or other provider whose facilities are used concurrently in furnishing any portion of the services received by the Customer, or for the unavailability of, or any delays in, the furnishing of any services or facilities which are provided by any Local Exchange Carrier.
- 2.5.4 The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes: Acts of God; atmospheric conditions or other phenomena of nature, such as radiation; any law, regulation, directive, order or request of the United States Government, or any other government including state and local governments having any jurisdiction over the Company or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company.
- 2.5.5 The Company shall not be liable for any act or omission of any other entity furnishing to the customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the fault or negligence of the Customer or due in whole or in part to the failure of Customer-provided equipment or facilities.

**II. RULES AND REGULATIONS (Continued)**

**2.5 Liability of the Company (Continued)**

2.5.6 The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

- (a) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;
- (b) Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- (c) All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.

2.5.7 Under no circumstances whatsoever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

**2.6 Minimum Period**

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this Price Schedule or by mutually agreed upon contract. When a service is disconnected prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

**2.7 Billing and Payment for Service**

**2.7.1 Responsibility for Charges**

Charges for installations, service connections, moves, rearrangements, and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this Price Schedule.

## II. RULES AND REGULATIONS (Continued)

### 2.7 Billing and Payment for Service (Continued)

#### 2.7.2 Payment for Service

The Customer is responsible for payment of all charges for services furnished to the Customer or its joint or authorized users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer provided equipment by third parties, the Customer's employees, or the public. This includes payment for calls or services that originate at the Customer's number(s), are accepted at the Customer's number's (e.g. collect calls), are billed to the Customer number(s) via Third Number Billing if the Customer is found to be responsible for such call or service, the use of a Calling Card, or the use of a Company-assigned Special Billing Number, and incurred at the specific request of the Customer.

Customer bills will be mailed by the 1st of each month and are due upon receipt. Any amount left unpaid by the 20th of the month (payment date), will be past due and may be subject to a Late Payment Fee. If such payment date would cause payment to be due on a Saturday, Sunday or any legal holiday observed in the state such as (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day is legally observed), payment for such bills will be due from the customer as follows:

If such payment date falls on a Saturday, Sunday or a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Saturday, Sunday or Holiday. If such payment date falls on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the next non-Holiday day following such Holiday.

#### 2.7.3 Late Payment Fee

Amounts not paid by the payment date of the invoice will be considered past due. Customers may be assessed a late fee on past due amounts at the rate of 1.5% of the unpaid balance. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay bills within a specified number of days and to make such payments in cash or of the equivalent of cash.

**II. RULES AND REGULATIONS** (Continued)

**2.7 Billing and Payment for Service** (Continued)

**2.7.4 Return Check Charge**

The Company reserves the right to assess a return check charge of \$15.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

**2.7.5 Other**

Disputes with respect to charges must be presented to the Company within 365 days from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer.

In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

**2.8 Deposits**

The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall not exceed two month's estimated usage, and may vary with the Customer's credit history and projected usage. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.8.1 The Company may, in order to safeguard its interests, request a deposit or written guarantee of payment for the following reasons: (a) customers or applicants owe an outstanding amount to any affiliated telephone company that occurred within the last four years and at the time of application for service remains unpaid and not in dispute, (b) customer's or applicant's service from any affiliated telephone company has been temporarily denied or terminated within the past four years for non-payment of any undisputed delinquent bill; misrepresentation of identity; failure to reimburse the company for damages; obtaining, diverting or using telephone service without authorization or knowledge of the company; (c) applicant does not have verifiable previous telephone service that was in existence

**II. RULES AND REGULATIONS (Continued)**

**2.8 Deposits (Continued)**

for a period exceeding twelve (12) months and does not pass an objective credit screen; (d) information provided by the applicant is materially false or materially misrepresentative of the applicant's true status.

Such deposit or written guarantor will be held by the Company until a customer establishes and maintains good credit. For a small business customer, they must maintain good credit and not be delinquent more than once in the previous twelve (12) month period. Such end user will be required to sign the Guarantee for Payment of Telephone Service and will receive a Receipt of Deposit. No such deposit will be required of an end user who can provide a letter of credit from a previous telephone company, or who is a successor of an affiliated company and has established good credit and has no history of disconnect for non-pay. Such deposit will be the actual or estimated rates and charges for the services ordered (toll) for the highest two (2) month period within the last twelve (12) month period. The fact that a deposit has been made in no way relieves the end user from complying with the Company's regulations as to the prompt payment of bills.

At such time as the provision of long distance service to the end user is terminated, the amount of the deposit will be credited to the end user's account and any credit balance which may remain will be refunded, after a period of three (3) months in which no activity has passed.

Such a deposit will be refunded or credited to the account when the end user has established credit or, in any event, after the end user has established a six (6) month active service and has a prompt payment record (no disconnect for non-pay) at any time prior to the termination of the provision of the service to the end user. In case of a cash deposit, for the period the deposit is held by the Company, the end user will receive interest at a rate set forth in I.D.A.P.A. 31.41.01 on annual basis. The interest rate will be applied as simple interest from the date the end user deposit is received by the Company to and including the date such deposit is credited to the end user's account or the date the deposit is refunded by the Company. Should a deposit be credited to the end user's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the end user's account.

## **II. RULES AND REGULATIONS (Continued)**

### **2.9 Taxes and Fees**

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

### **2.10 Terminal Equipment**

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

### **2.11 Interconnection**

2.11.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitation established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.11.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this Price Schedule and the other common carriers' Price Schedules.

### **2.12 Inspection, Testing and Adjustment**

The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Price Schedule are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

**II. RULES AND REGULATIONS (Continued)**

**2.13 Credit Allowances for Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's inspection or testing, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this Price Schedule.

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

For purposes of credit computation every month shall be considered to have 30 days. The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30th of the monthly charge for the services affected for each day that the interruption continues.

Credit Formula:

$$\text{Credit} = A/30 \times B$$

A = outage time in days

B = total monthly charge for affected service.

**2.14 Cancellation by the Customer**

The Customer may have service discontinued upon notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer.

**2.15 Discontinuance of Service**

2.15.1 Upon nonpayment of any sum that is more than 30 days overdue to the Company, or any violation of any provisions governing the furnishing of service under this Price Schedule, the Company may, upon written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of such service. Customer shall be deemed to have canceled service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Price Schedule.

## **II. RULES AND REGULATIONS (Continued)**

### **2.15 Discontinuance of Service (Continued)**

2.15.2 The Company reserves the right to discontinue furnishing services or billing options, upon written notice, when necessitated by conditions beyond its reasonable control.

2.15.3 Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to or from certain cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes such as Calling Card codes, when the Company deems it necessary to take such action to prevent unlawful use of the service. The Company will restore service as soon as it can be provided without undue risk.

2.15.4 Without incurring any liability, the Company may discontinue the furnishing of service(s) to a Customer immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.

2.15.5 The discontinuance of service by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

2.15.6 The Customer whose check or draft is returned unpaid for any reason, after one attempt at collection shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

2.15.7 The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

2.15.8 Except as otherwise provided in this Price Schedule, or as specified in writing by the party entitled to receive service, notices may be given orally or in writing to the persons whose names and business addresses appear on the executed service order.

### **2.16 Restoration of Service**

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

## **II. RULES AND REGULATIONS (Continued)**

### **2.17 Use of Recording Devices**

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

2.17.1 A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.

2.17.2 A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that recording device is being used.

2.17.3 The requirements of 2.17.1 and 2.17.2 are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

### **2.18 Special Customer Arrangements**

For special equipment and arrangements furnished due to Customer request for such in connection with the provision of service, charges equivalent to the actual cost of furnishing such requested equipment or arrangements apply. Actual cost consists of an estimate of the cost of maintenance; cost of operation; depreciation based on the estimated useful life of the facilities with an appropriate allowance for estimated net salvage; administration, taxes and uncollectible revenue on the basis or reasonable average charges for these items; any other specific items of expense associated with the particular situation; and a reasonable amount, computed on the estimated cost installed of any facilities provided for return and contingencies.

Actual cost installed as mentioned above includes cost of equipment and materials specifically provided or used plus the estimated cost of installing, including engineering, labor supervision, transportation, rights of way and other items which are chargeable to the capital accounts.

**II. RULES AND REGULATIONS (Continued)**

**2.19 Other Terms and Conditions**

- 2.19.1 The provision of service will not create a partnership or joint venture between the Company and the Customer nor result in joint service offerings to their respective Customers.
- 2.19.2 A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.19.3 If an entity other than the Company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a service, that entity's charges may at the Company's option, be passed through to the Customer.
- 2.19.4 In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Price Schedule, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney's fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
- 2.19.5 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.

### **III. SERVICE OFFERINGS**

#### **3.1 General**

The rates identified for the service offerings in this Price Schedule include per minute prices only. Standard and term plan volume discounts are not included. Service offerings in their entirety can be viewed by Customer at Company headquarters during regular business hours, Monday through Friday 8:00 AM through 5:00 PM.

#### **3.2 Description of Service Offerings**

3.2.1 Outbound Switched Access Service is a volume-sensitive postalized (flat-rate) outbound long distance service. Outbound Switched Access Service utilizes Feature group D access.

#### **3.3 Timing of Calls**

Billing for calls placed over the Company's network is based in part on the duration of the call as follows, unless otherwise specified in this Price Schedule:

3.3.1 Call timing begins when the called party answers the call (i.e., when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.3.2 Chargeable time for calls ends when one of the parties disconnects from the call.

3.3.3 For billing purposes, minimum call duration periods vary by service and are specified by product or option in subsequent sections of this Price Schedule.

#### **3.4 Promotions**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

**IV. BASIC SERVICE RATES**

Per Minute Charge Intrastate/Intralata \$ .105

Per Minute Charge Intrastate/Interlata \$ .105

**V. SERVICE FEES RATE SCHEDULE**

Disconnect

Intrastate/Intralata \$ 5.00

Intrastate/Interlata \$ 5.00

Restoration/Reconnection waived

**VI. DIRECTORY ASSISTANCE SERVICE**

Directory Assistance is available to Customers of Silver Star Long Distance. Charges apply to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance.

Directory Assistance: Directory Assistance is provided via Century Link by contract.