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| Page | No. 1 Original | Idaho Public Utilities Commission Office of the Secretary ACCEPTED FOR FILING February 10, 2003 Boise, Idaho |
| CeriStar, Inc. | (Acceptance Stamp) | |

TITLE SHEET

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishings of resold and facilities-based long distance intrastate interexchange telecommunications services provided by **CeriStar, Inc.** with principal offices at 50 West Broadway, Suite 1100, Salt Lake City, UT 84101. This tariff applies for services furnished within the State of Idaho.

This tariff is on file with the Idaho Public Utilities Commission and copies may be inspected, during normal business hours, at the **CeriStar, Inc.** principal place of business.

Issued: January 27, 2003

Effective: February 10, 2003

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|----------------|-------------------|---|
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CHECK SHEET

Sheets 1 through 26 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

| <u>Sheet</u> | <u>Revisions</u> |
|--------------|------------------|
| 1 | Original |
| 2 | Original |
| 3 | Original |
| 4 | Original |
| 5 | Original |
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| 23 | Original |
| 24 | Original |
| 25 | Original |
| 26 | Original |

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TABLE OF CONTENTS

| | <u>SHEET</u> |
|--|--------------|
| TITLE SHEET | 1 |
| CHECK SHEET | 2 |
| TABLE OF CONTENTS | 3 |
| SYMBOLS | 4 |
| TARIFF FORMAT | 5 |
| SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS..... | 6 |
| SECTION 2 – RULES AND REGULATIONS..... | 8 |
| SECTION 3 –DESCRIPTION OF SERVICES | 20 |
| SECTION 4 – RATE SCHEDULE..... | 24 |

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SYMBOLS

With respect to future tariff changes, the following are the only symbols used for the purposes indicated below:

C – To Signify changed regulation

D – Delete or discontinue

I – Change resulting in an increase to a rate

M – Moved from another tariff location

N – New

R – Change resulting in a reduction to a rate

S – Matter appearing elsewhere or repeated for clarification

T – Change in text but no change to rate or charge

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| | | |
|----------------|-------------------|---|
| Page | No. 5 Original | Idaho Public Utilities Commission Office of the Secretary ACCEPTED FOR FILING February 10, 2003 Boise, Idaho |
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TARIFF FORMAT

- A. Sheet Numbering – Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. . For example, a new sheet added between sheets 9 and 10 would be 9.1
- B. Sheet Revision - Sheet numbers also appear in the upper right hand corner of each sheet where applicable. These numbers are used to determine the most current sheet version on file with the Idaho Public Utilities Commission (hereinafter ID PUC). For example, the 4th revised Sheet 9 cancels the 3rd revised Sheet 9. Consult the latest Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets – When a tariff filing is made with the ID PUC, an updated check sheet is included. The check sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e. the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the ID PUC.

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| | | |
|----------------|--------------------|---|
| Page | No. 6 Original | Idaho Public Utilities Commission Office of the Secretary ACCEPTED FOR FILING February 10, 2003 Boise, Idaho |
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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Subscriber's location to the Company's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Subscriber, to enable the Company to identify the origin of service User so it may rate and bill the call. All authorization codes shall be the sole property of the Company and no Subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Calling Card - A postpaid or prepaid calling card issued by the Company which allows Subscribers and/or Users to make telephone calls and charge the calls to a postpaid or prepaid account. Calls charged to a Company issued postpaid Calling Card will appear on the Subscriber's regular monthly bill. Calls charged to a Company issued prepaid Calling Card will be charged against the debit account.

Carrier or Company - Refers to CeriStar, Inc.

Commission - Refers to the Idaho Public Utilities Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Subscriber - The person or legal entity which enters into arrangements for the Company's telecommunications services and is responsible for payment of the Company's services.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Term - The timeframe by which the Subscriber agrees to be served by the Company.

User - The person(s) utilizing the Company's services.

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| | | |
|----------------|-------------------|---|
| Page | No. 8 Original | Idaho Public Utilities Commission Office of the Secretary ACCEPTED FOR FILING February 10, 2003 Boise, Idaho |
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SECTION 2 – RULES AND REGULATIONS

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by the Company for telecommunications between points within the State of Idaho. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.
- 2.1.3 The Subscriber is entitled to limit the use of the Company's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of the Company.

2.2 Use of Services

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services are available for use twenty four (24) hours per day, seven (7) days per week.

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|----------------|-------------------|---|
| Page | No. 9 Original | Idaho Public Utilities Commission Office of the Secretary ACCEPTED FOR FILING February 10, 2003 Boise, Idaho |
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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.2 Use of Services (Cont'd)

- 2.2.5 The Company does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 The Company's services may be denied for any use by Subscriber which is illegal, or poses an undue risk or liability to the Company, or is obtained through fraud or willful misrepresentation.

2.3 Liability of the Company

- 2.3.1 Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Subscriber for interruptions in service as set forth in Section 2.5.
- 2.3.2 Except for the extension of allowances to the Subscriber for interruptions in service as set forth in Section 2.5, the Company shall not be liable to a Subscriber or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Subscriber shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed, unless otherwise ordered by the Commission.

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|----------------|--------------------|---|
| Page | No. 10 Original | Idaho Public Utilities Commission Office of the Secretary ACCEPTED FOR FILING February 10, 2003 Boise, Idaho |
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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Liability of the Company (Cont'd)

2.3.4 The Company shall not be liable for any claims for loss or damages involving:

- A. Any act or omission of: (1) the Subscriber, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (3) common carriers or warehousemen;
- B. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotion; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Subscriber or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- C. Any unlawful or unauthorized use of the Company's facilities and services;
- D. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of the Company provided facilities or services; or by means of the combination of the Company provided facilities or services with Customer provided facilities or services;
- E. Breach in the privacy or security of communications transmitted over the Company's facilities;
- F. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Subscriber obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Subscriber, in which event the Company's liability is limited as set forth in subsection 2.3.1 of this Section 2.3.
- G. Defacement of or damage to Subscriber premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

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| | | |
|----------------|--------------------|---|
| Page | No. 11 Original | Idaho Public Utilities Commission Office of the Secretary ACCEPTED FOR FILING February 10, 2003 Boise, Idaho |
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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Liability of the Company (Cont'd)

2.3.4 (Cont'd)

- H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Subscriber, or the construction, installation, maintenance, presence, use or removal of the Subscriber's facilities or equipment connected, or to be connected to the Company's facilities;
- I. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- J. Any representations made by the Company's employees that do not comport, or that are inconsistent, with the provisions of this tariff;
- K. Any act or omission in connection with the provision of 911, E911, or similar services involving emergencies;
- L. Any noncompletion of calls due to network busy conditions;
- M. Any calls not actually attempted to be completed during any period that service is unavailable.

2.3.5 The Company shall be indemnified, defended and held harmless by the Subscriber or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Subscriber or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Subscriber or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any the Company or Customer equipment or facilities or service provided by the Company.

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| | | |
|----------------|--------------------|---|
| Page | No. 12 Original | Idaho Public Utilities Commission Office of the Secretary ACCEPTED FOR FILING February 10, 2003 Boise, Idaho |
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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Liability of the Company (Cont'd)

- 2.3.6 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Subscriber from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Subscriber or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Subscriber or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- 2.3.7 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Subscriber, even if the Company has acted as the Subscriber's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- 2.3.8 Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.9 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.3.9 The included tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

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| | | |
|----------------|--------------------|---|
| Page | No. 13 Original | Idaho Public Utilities Commission Office of the Secretary ACCEPTED FOR FILING February 10, 2003 Boise, Idaho |
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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber

- 2.4.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by the Company on the Subscriber's behalf.
- 2.4.3 If required for the provision of the Company's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Subscriber is responsible for arranging access to its premises at times mutually agreeable to the Company and the Subscriber when required by the Company personnel to install, repair, maintain, program, inspect or remove equipment with the provision of the Company's services.
- 2.4.5 The Subscriber shall ensure that the equipment and/or system is properly interfaced with the Company facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices.

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| | | |
|----------------|--------------------|---|
| Page | No. 14 Original | Idaho Public Utilities Commission Office of the Secretary ACCEPTED FOR FILING February 10, 2003 Boise, Idaho |
| CeriStar, Inc. | (Acceptance Stamp) | |

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4 Responsibilities of the Subscriber (Cont'd)

2.4.5 (Cont'd)

If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company equipment, personnel, or the quality of service to other Subscribers, the Company may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Subscriber's service.

2.4.6 The Subscriber must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Subscriber, Users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.

2.4.7 The Subscriber must pay for the loss through theft of any the Company equipment installed at Subscriber's premises.

2.4.8 The Subscriber is responsible for payment of all charges for services under this tariff.

2.4.9 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.

2.4.10 The Subscriber shall indemnify and save the Company harmless from all liability disclaimed by the Company as specified in Section 2.3 above, arising in connection with the provision of service by the Company, and shall protect and defend the Company from any suits or claims against the Company and shall pay all expenses and satisfy all judgments rendered against the Company in connection herewith. The Company shall notify the Subscriber of any suit or claim against the Company of which it is aware.

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| | | |
|----------------|--------------------|---|
| Page | No. 15 Original | Idaho Public Utilities Commission Office of the Secretary ACCEPTED FOR FILING February 10, 2003 Boise, Idaho |
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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 Interruption of Services

2.5.1 General

- A. A service is interrupted when it becomes unusable to the Subscriber, *e.g.*, the Subscriber is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Subscriber reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Subscriber reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

2.5.2 Limitations on Allowances

No credit allowance will be made for any interruption of service:

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than the Company, including but not limited to the Subscriber or other common carriers connected to the service of the Company;
- B. due to the failure of power, equipment, systems, or services not provided by the Company;
- C. due to circumstances or causes beyond the control of the Company;
- D. during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period in which the Subscriber continues to use the service on an impaired basis;

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| | | |
|----------------|--------------------|---|
| Page | No. 16 Original | Idaho Public Utilities Commission Office of the Secretary ACCEPTED FOR FILING February 10, 2003 Boise, Idaho |
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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 Interruption of Services (Cont'd)

2.5.2 Limitations on Allowances (Cont'd)

- F. during any period when the Subscriber has released service to the Company for maintenance purposes or for implementation of a Subscriber order for a change in service arrangements;
- G. that occurs or continues due to the Subscriber's failure to authorize replacement of any element of special construction; and
- H. that was not reported to the Company within thirty (30) days of the date that service was affected.

2.5.3 Application of Credits for Interruptions of Service

Credits for interruptions of service, for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff.

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

The following formula applies for any monthly recurring charge credits:

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

"A" - outage time in hours

"B" - total monthly charge for affected facility

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|----------------|--------------------|---|
| Page | No. 17 Original | Idaho Public Utilities Commission Office of the Secretary ACCEPTED FOR FILING February 10, 2003 Boise, Idaho |
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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Discontinuance of Service for Cause

- 2.6.1 Without incurring liability, the Company may discontinue the provision of service to a Subscriber or to a particular Subscriber location, or may withhold the provision of ordered or contracted services after seven (7) days prior written notice:
- A. For nonpayment of any sum due to the Company for more than thirty (30) days after issuance of the bill for the amount due;
 - B. For violation of any of the provisions of this tariff;
 - C. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services; or
 - D. By reason of any order or decision of a court, public utilities commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

2.7 Billing Arrangements

- 2.7.1 The Subscriber will either be billed directly by the Company or its intermediary, or charges will be included in the Subscriber's regular telephone bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- 2.7.2 The Company will render bills monthly. Payment is due within thirty (30) days after the Subscriber's receipt of its bill.
- 2.7.3 The Company may impose a late payment charge not to exceed 1.5% on any bill not paid within thirty (30) days of the receipt, which charge may only be assessed on outstanding balance. The Subscriber shall be responsible for all costs, including attorney's fees, incurred in the collection of unpaid charge or in any other action to enforce payments and/or obligations arising under this tariff. A charge of up to twenty dollars (\$20.00) may be imposed for returned checks.

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|----------------|--------------------|---|
| Page | No. 18 Original | Idaho Public Utilities Commission Office of the Secretary ACCEPTED FOR FILING February 10, 2003 Boise, Idaho |
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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 Validation of Credit

The Company reserves the right to validate the credit worthiness of Subscribers or Users.

2.9 Contested Charges

All bills are presumed accurate unless objection is received by the Company within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Subscriber and the Company for service furnished to the Subscriber, which cannot be settled with mutual satisfaction, the Subscriber can take the following course of action within thirty (30) days of the billing date:

2.9.1 First, the Subscriber may request, and the Company will provide, an indepth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)

2.9.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of the Company, the Subscriber may file an appropriate complaint with the Idaho Public Utilities Commission. The Commission's address is:

Idaho Public Utilities Commission
State House
472 W. Washington Street
Boise, ID 83702
Phone (208) 334-0338
Fax (208) 334-3762
<http://www.puc.state.id.us/>

2.10 Billing Entity Conditions

When billing functions on behalf of the Company are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

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Issued by: David L. Bailey
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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 Deposits

The Company does not require a deposit from the Subscriber.

2.12 Advance Payments

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

2.13 Taxes

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

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SECTION 3 - DESCRIPTION OF SERVICES3.1 General

The Company provides resold interexchange telecommunications services, including direct-dialed message telecommunications services, and 800/888/877 service. Calls are rated based on the duration of the call. Services are available twenty-four (24) hours a day, seven (7) days a week.

3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.2.1 Calls are measured in duration increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.
- 3.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 3.2.3 Timing terminates on all calls when either party hangs up or the Company's network receives an on-hook signal from the terminating carrier.
- 3.2.4 Rates are not time of day or distance sensitive. As such, unless otherwise indicated, mileage bands are not applicable to the services offered.
- 3.2.5 For services offered by the Company, any rated call with a fraction of a cent less than \$0.004, will be rounded down to the nearest whole cent. Any rated call with a fraction of a cent \$0.005 or greater, will be rounded up to the nearest whole cent.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.3 Product Descriptions

3.3.1 Commercial Switched Outbound (1+)

Switched outbound services provide direct dialed (1+) interLATA long distance services to small to medium commercial Subscribers. Access to the network is available through presubscription (or 1+ access) and dial-up arrangements. The Minimum Service Period for this service is one month.

3.3.2 Commercial Switched Toll Free Service

Commercial Switched Toll Free Service permits Subscribers to receive calls from diverse locations. Under this arrangement, the Subscriber is billed for the charges, not the initiator of the call. Calls terminate to the Subscriber via switched access lines. All costs for interconnection shall be borne by the Subscriber. Prior to the installation of service, Subscribers may be required to submit estimates of call volume and traffic patterns to minimize instances of networking blocking. A minimum monthly usage charge may also be applicable.

3.3.3 Commercial Dedicated Outbound (1+)

Dedicated Outbound Services provide direct dialed (1+) interLATA long distance service, and are dedicated service arrangements designed to accommodate the needs of medium to large size businesses. Under this arrangement, Subscribers access the Company's network via dedicated access facilities between the Subscriber's premises and the Company's point of presence. The Minimum Service Period for Service is one year, unless otherwise agreed upon by the Company. All charges for local interconnection facilities are equivalent to those assessed by the local access provider who furnishes the access facilities to the Subscriber. Payment for such charges shall be the responsibility of the Subscriber. When the Company orders the facility on behalf of the Subscriber, the Company will pass through the local access provider's charges on the CeriStar invoice to the Subscriber.

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|----------------|--------------------|---|
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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.3 Product Descriptions (Cont'd)

3.3.4 Commercial Dedicated Toll Free

Commercial Dedicated Toll Free Service permits Subscribers to receive calls from diverse locations. Under this arrangement, the Subscriber is billed for the charges, not the initiator of the call. Subscribers access the Company's network via dedicated access facilities between the Subscriber's premises and the Company's point of presence. The Minimum Service Period for Service is one year, unless otherwise agreed upon by the Company. All charges for local interconnection facilities are equivalent to those assessed by the local access provider who furnishes the access facilities to the Subscriber. Payment for such charges shall be the responsibility of the Subscriber. When the Company orders the facility on behalf of the Subscriber, CeriStar will pass through the local access provider's charges on the CeriStar Access invoice to the Subscriber.

All costs for interconnection shall be borne by the Subscriber. Prior to the installation of service, Subscribers may be required to submit estimates of call volume and traffic patterns to minimize instances of networking blocking. A minimum monthly usage charge may also be applicable.

3.3.5 Travel Card Services

[Reserved for future use]

3.3.6 Directory Assistance

Subscribers may request directory assistance from the Company.

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|----------------|--------------------|---|
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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.3 Product Descriptions (Cont'd)

3.3.7 IntraLATA (Regional) Calling Service

Regional Calling Service provides a Subscriber with the ability to originate calls from any access line to all other stations (both On-Net and OFF-Net) on the public switched telephone network bearing the designation of central office exchanges, areas, and zones included in the caller's regional calling area.

The IntraLATA (Regional) Calling Plan is available in all LATAs within the state. Per minute charges apply for each call.

3.3.8 Minimum Call Completion Rate

The Company will ensure an industry standard blocking rate no greater than 99%.

3.3.9 Operator Services

The Company's operator services are provided to residential and business Subscribers who "presubscribe" to this service for intrastate calling. Operator services include the completion of collect, station-to-station, person-to-person, third party billing and credit card calls with the assistance of the Company's operator. Each completed operator assisted call consists of two chart elements (except as otherwise indicated herein): (1) a fixed operator charge, which will be independent on the type of billing selected (e.g., calling card, collect or other) and/or the completion restriction selected (e.g., station-to-station or person-to-person); and (2) a measured usage charge dependent upon the duration, distance and/or time of day of the call.

3.3.10 Busy Line Verification and Interrupt Services

Where a caller requests a Company operator to verify that a line is busy or interrupt a conversation that is in progress, appropriate rates are applicable.

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SECTION 4 - RATE SCHEDULE

Unless otherwise specified, the following rates are per minute of use as timed by the Company in seconds. On-Net Access Rates are for Subscribers in a CeriStar facility building or premise connected to the Company's network. Off-Net 1+ Rates are for Subscribers in buildings or premises not connected to the CeriStar's network. Off-Net Dedicated Rates are for Subscribers in buildings or premises not connected to the Company's local network but directly access long distance service via dedicated lines. Rates are expressed in full-minute increments, and are billed in six (6) second increments with a six (6) second minimum.

| | | | |
|-----|--|---------------------------|-------------------|
| 4.1 | <u>Commercial Switched Outbound (1+)</u> | <u>On-Net</u> | <u>Off-Net 1+</u> |
| | Rate: | \$0.06 | \$0.09 |
| 4.2 | <u>Commercial Switched Toll Free</u> | <u>On-Net</u> | <u>Off-Net 1+</u> |
| | Rate: | \$0.0903 | \$0.1532 |
| 4.3 | <u>Commercial Dedicated Outbound</u> | <u>Off-Net</u> | |
| | Rate: | \$0.06 | |
| 4.4 | <u>Commercial Dedicated Toll Free</u> | <u>Off-Net</u> | |
| | Rate: | \$0.12 | |
| 4.5 | <u>Travel Card Service</u> | <u>On-Net</u> | |
| | | [Reserved for future use] | |
| 4.6 | <u>Directory Assistance</u> | | |
| | Rate: | \$ 0.95 per call | |

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SECTION 4 - RATE SCHEDULE (CONT'D)4.7 Operator Services

| | <u>Rate</u> |
|--------------------|-------------|
| Station-to-Station | \$1.75 |
| Person-to-Person | \$3.25 |

Usage

All usage associated with Operator Services calls will be charged Regional Rates as stated in 4.10.

4.8 Busy Line Verification and Interrupt Services

Where a caller requests a Company operator to verify that a line is busy or interrupt a conversation that is in progress, appropriate rates are applicable.

| | <u>Per Call</u> |
|------------------------|-----------------|
| Busy Line Verification | \$0.35 |
| Busy Line Interrupt | \$0.45 |

4.9 Pay Telephone Dial Around Surcharge

If the Subscriber dials an 800 number or access code from a public payphone, then the Subscriber may be charged the dial around surcharge.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Subscriber pays for service by inserting coins during the progress of the call.

Per Call Charge: \$ 0.24

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SECTION 4 - RATE SCHEDULE (CONT'D)

4.10 Regional Calling Service

Rates set forth in this section apply to all direct-dialed regional calls. For Operator service calls, the operator charges listed in Section 4.7 apply in addition to the charges listed below.

| | |
|--------------------------|------------------------------------|
| <u>First Half Minute</u> | <u>Additional 1/10 of a Minute</u> |
| \$0.1245 | \$0.0249 |

4.11 Promotions

The Company will, from time to time, offer special promotions to its Subscribers waiving certain charges. These promotions will be on file with ID PUC with specific starting and ending dates and under no circumstances run for longer than 90 days in any 12 month period.

4.12 Special Rates for the Handicapped

4.12.1 Directory Assistance

There will be no charge for up to fifty (50) calls per billing cycle from lines or trunks serving individuals with disabilities. The Company will charge the prevailing tariff rates for every call in excess of fifty (50) within a billing cycle.

4.12.2 Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be lowest applicable rates provided for in this tariff.

4.12.3 Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicated that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

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