

**FOXTEL, INC.**

**Idaho Public Utilities Commission  
Office of the Secretary  
ACCEPTED FOR FILING  
October 27, 1997  
Boise, Idaho**

Idaho Price List No. 1  
Original Page 1

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**FOXTEL, INC.**

**TELECOMMUNICATIONS PRICE LIST**

FoxTel, Inc.  
Toll-free Telephone Number:  
(888) 3FOXTEL (888-336-9835)

This Price List contains the rates, terms and conditions applicable to the IntraLATA and InterLATA Resale Telecommunications Services provided by FoxTel, Inc. within the State of Idaho.

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Issued: October 23, 1997

Effective Date: October 27, 1997

By: William Custer, President  
200 South Virginia Street, Suite 550  
Reno, Nevada 89501

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Idaho Public Utilities Commission  
Office of the Secretary  
ACCEPTED FOR FILING  
July 6, 2002  
Boise, Idaho

FOXTEL, INC.

Idaho Price List No. 1  
First Revised Page 2  
Replaces Original Page 2

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**CHECK SHEET**

The pages listed below of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

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## SYMBOLS

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

**C** - Changed regulation.

**D** - Delete or discontinue.

**I** - Change Resulting in an increase to a Customer's bill.

**M** - Moved from another price list location.

**N** - New

**R** - Change resulting in a reduction to a Customer's bill.

**T** - Change in text or regulation.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

**Access Line** - An arrangement which connects the Customer's location to a FoxTel, Inc. switching center or point of presence.

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

**Available Usage Balance** - The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account has an Initial Account Balance which is stated either in U.S. dollars or Call Units, depending upon the type of service. The Available Balance is depleted as services provided by the Company are utilized by the Customer.

**Called Party** - The person, individual, corporation, or other entity whose telephone number is called by the End User. For calls placed on an Collect Billing basis, the Called Party accepts responsibility for payment of the charges for use of services provided by FoxTel, Inc..

**Collect Billing** - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges. **Access Line** - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

**Carrier or Company** - FoxTel, Inc. ("FoxTel") unless otherwise indicated by the context.

**Commission** - Refers to the Idaho Public Utilities Commission.

**Company's Point of Presence** - Location of the serving central office associated with access to the Company's network.

**Customer or Subscriber** - 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 price list.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CON'T.**

**Customer Premises Equipment** - Terminal equipment, as defined herein, which is located on the Customer's premises.

**Debit Account** - An account which consists of a pre-paid usage balance depleted on a real-time basis during each Debit Service call.

**Debit Card** - A card issued by the Company which provides the Customer with a Personal Account code and instructions for accessing the Carrier's network.

**Debit Service Call** - A service accessed via a Toll Free (i.e. 800/888) number or other access code dialing sequence whereby the customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company-issued Debit Account.

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this price list. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

**FoxTel** - Used throughout this price list to refer to FoxTel, Inc.

**Holidays** - Holidays observed by the Company as specified in this price list.

**LATA** - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

**LEC** - Local Exchange Company.

**Marks** - A collective term to mean such items as trademarks, service marks, trade names and logos; copyrighted words, artwork, designs, pictures or images; or any other device or merchandise to which legal rights or ownership are held or reserved by an entity.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CON'T.**

**Operator Assisted Calls** - Calls placed by dialing 0 + (area code) + (exchange) + (line number), i.e., "0+", or by dialing "00", with all subsequent dialing being performed by the telephone operator, i.e., "00". The following are examples of calls normally placed in this manner.

**Calling Card Calls** - Calls for which charges are billed not the originating telephone number, but to a telephone calling card issued either by a local exchange or long distance telephone company for this purpose. An automated interface or a live operator's intervention is required to perform appropriate call completion functions and gather billing information on the calling card number to which the charges are to be billed.

**Collect Calls** - Calls for which charges are billed, not to the originating telephone number, but to the destination or terminating telephone number. An automated interface or a live operator's intervention is required to obtain agreement for the called party to accept the charges.

**Credit Card Calls** - Calls for which charges are billed, not the originating telephone number, but to a general purpose credit card, such as VISA, MasterCard, or American Express. An automated interface or a live operator's intervention is required to perform appropriate call completion functions and gather billing information on the credit card account number to which the charges are to be billed.

**Person to Person Calls** - Calls which are placed under the stipulation that the caller will speak only to a specific called party, station or department, or an agreed upon substitute. An automated interface or live operator's intervention is required on calls of this type to determine whether the specified called party is available to accept the calls, satisfying the stipulation under which the call was placed.

**Room Charge Calls** - Calls for which charges are collected by the subscriber, normally a hotel, motel, or hospital, but including other institutions, from the guest or occupant of the room from which the call originated. Calls of this type require that FoxTel, Inc. communicate the call detail and charges back to the originating subscriber location upon completion of the call.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CON'T.****Operator Assisted Calls, Cont'd.**

**Third Party Calls** - Calls for which charges are billed, not to the originating telephone number, but to a third party telephone number which is neither the originating nor the terminating telephone number. An automated interface or a live operator's intervention is required to record the telephone number to which the charges are to be billed and to obtain agreement from the third party to accept the charges.

**Operator Services** - The automated interface services or the live operator intervention services provided in connection with placing an Operator Assisted Call.

**Operator Service Charge** - A non-measured (fixed) charge which is added to a measured charge in calculating the total price list charges due for a completed Operator Assisted Call.

**Personal Account Code** - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Company's network which identifies the Debit Account from which charges for service shall be debited and which validates the caller's authorization to use the services provided.

**Presubscribe** - A method used to identify FoxTel, Inc. as the Customer's primary interexchange carrier and provides the Customer with direct dial "1+" long distance calling on FoxTel's network.

**Renewal** - A method of replenishing a Debit Account's Available Usage Balance with additional minutes of use as authorized and paid for by the Customer.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CON'T.**

**Sponsor** - A corporation or other legal entity that exclusively permits the use of its Marks to the Company for use with telephone cards or other merchandise, and contracts with the Company for the marketing of the services described herein.

**Switched Access** - Where access between the Customer and the Company is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the Company.

**Third Party Billing** - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

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

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of FoxTel

FoxTel, Inc.'s ("FoxTel") services and facilities are furnished for communications originating at specified points within the State of Idaho under terms of this Price List.

FoxTel installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this price list. FoxTel 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 FoxTel 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 (24) hours per day, seven days (7) per week.

### 2.2 Limitations

**2.2.1** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this price list.

**2.2.2** FoxTel reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this price list, or in violation of the law.

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

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

- 2.2.4** All facilities provided under this price list are directly or indirectly controlled by FoxTel and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this price list shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6** FoxTel reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

**2.3 Use**

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

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**SECTION 2 - RULES AND REGULATIONS, CON'T.****2.4 Liabilities of the Company**

- 2.4.1** FoxTel's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this price list, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to , transmitted, or used by the Company under this price list; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

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

- 2.4.4** The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.4.5** The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Debit Cards or Personal Account codes issued for use with the Company's services. Nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Debit Card provided to a Customer.
- 2.4.6** The Company shall not be liable for any claim, loss or refund on any unused portion of the usage balance remaining in a Debit Account provided to a Customer before or after the expiration date assigned to each Debit Account.
- 2.4.7** The included tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

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**SECTION 2 - RULES AND REGULATIONS, CON'T.****2.5 Deposits**

The Company does not require or collect deposits.

**2.6 Advance Payments**

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

**2.7 Taxes**

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

**2.8 Terminal Equipment**

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

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

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

**2.10 Payment for Service**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. This includes payment for calls or services originated at the Customer's number(s); placed using a Debit Card as a form of payment regardless of the purchaser of the card or the originating location of the call; incurred at the specific request of the Customer. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Payments for service provided in association with Company-issued Debit Accounts must be received by the Company or its authorized agent prior to the activation of the Customer's Debit Account. The billing agency may be the Company, a local exchange telephone company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies having jurisdiction. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist and will comply with IDAPI sections 31-41.01 and 201-204.

The customer shall be responsible for all calls placed via the Debit Account as the result of the Customer's intentional or negligent disclosure of their Personal Account Code. Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent.

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**SECTION 2 - RULES AND REGULATIONS, CON'T.****2.11 Cancellation by Customer**

The Customer may cancel service at any time. The Customer is responsible for all charges up to the date the when the Customer's primary interexchange carrier is changed to a carrier other than FoxTel, Inc. by the local exchange or competitive local exchange company.

**2.12 Refusal or Discontinuance by Company**

**2.12.1** FoxTel may refuse or discontinue service with proper notice to the Customer for any of the following reasons:

- (a) For failure of the Customer to pay a bill for service when it is due.
- (b) For failure of the Customer to make proper application for service.
- (c) For Customer's violation of any of the Company's rules on file with the Commission.
- (d) For failure of the Customer to provide the Company reasonable access to its equipment and property.
- (e) For Customer's breach of the contract for service between the Company and the Customer.
- (f) For a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service.
- (g) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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**SECTION 2 - RULES AND REGULATIONS, CON'T.****2.12 Refusal or Discontinuance by Company, Con't.**

**2.12.2** FoxTel may refuse or discontinue service without notice to the Customer for any of the following reasons:

- (a) In the event of tampering with the Company's equipment.
- (b) In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.
- (c) In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- (d) In the event of fraudulent use of the service.

**2.13 Interruption of Service**

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

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**SECTION 2 - RULES AND REGULATIONS, CON'T.****2.14 Inspection, Testing and Adjustment**

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

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

The Company may conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company will notify the Commission at least 10 business days prior to offering a promotion, pilot program, etc. or conducting special tests.

**2.16 Cost of Collection and Repair**

The Customer is responsible for any and all costs incurred in the collection of monies due the Company, including legal and accounting expenses. Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

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**SECTION 2 - RULES AND REGULATIONS, CON'T.****2.17 Toll-Free Numbers**

**2.17.1** The Company will make every effort to reserve "800/888" vanity numbers on behalf of Customers, but makes no guarantee or warrantee that the requested "800/888" number(s) will be available or assigned to the Customer requesting the number.

**2.17.2** If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in "800/888" service to another carrier (e.g., "porting" of the "800/888" number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.

**2.17.3** "800/888" numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. The Company will only honor Customer's request for a change in Resp Org or "800/888" service, subject to the limitations provided in Section 2.18.2, to another carrier for "/888"800 numbers dedicated to the sole use of that single Customer.

**2.17.4** If a Customer who has received a toll free number does not subscribe to 800/888 service within ninety (90) days, the Company reserves the right to make the assigned number available for use by another Customer.

**2.18 Late Payment Charge**

A late fee of 1.5% per month will be charged on any past due balance.

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

**2.19 Other Rules**

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities of NXX exchanges, or by blocking calls using certain Personal Account Codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

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**SECTION 3 - RATES AND SERVICES****3.1 General**

Each Customer is charged individually for each call placed through the Company. Charges are computed on an airline mileage basis as described in this price list. Duration of each call is measured as stated in the description for each service offering.

Switched services rates may vary by product, call type, mileage, time of day and day of week. Usage charges apply to all calls and are based on the duration of the call. Operator service charges apply on a per-call basis based on the type of call made.

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**SECTION 3 - RATES AND SERVICES, CON'T.**

**3.2 Calculation of Distance**

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

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the industry standard "V" and "H" coordinates.

- Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3 - Square the differences obtained in Step 2.
- Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

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

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**SECTION 3 - RATES AND SERVICES, CON'T.****3.3 Timing of Calls**

Billing for calls placed over the network is based in part on the duration of the call.

- 3.3.1** Chargeable time for collect calls begins when the collect party agrees to accept responsibility for payment.
- 3.3.2** Chargeable time for person to person calls begins when the calling party is connected to the specified person or station or to an agreed upon alternate.
- 3.3.3** Chargeable time for all other calls 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.
- 3.3.4** Chargeable time ends when either party disconnects from the call.
- 3.3.5** No charges apply for incomplete calls.
- 3.3.6** Unless otherwise specified in this price list, the minimum operator assisted call duration for billing purposes is two (2) minutes. Unless otherwise specified in this price list, usage for operator assisted calls are measured and rounded in one (1) minute increments for billing purposes. Usage charges are computed and rounded up to the nearest penny on a per call basis. Minimum call duration and call timing increments for billing purposes is specified on a per-product basis in Section 3 of this price list.

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**SECTION 3 - RATES AND SERVICES, CON'T.**

**3.4 Rate Periods**

**3.4.1 Time of Day Rate Periods**

Unless otherwise specified, applicable rate periods (Day, Evening, Night/Weekend) are indicated in the chart below:

Day Rate Period: Monday through Friday, 8:00 AM to 5:00 PM\*

Evening Rate Period: Sunday through Friday, 5:00 PM to 11:00 PM\*

Night/Weekend Rate Period: All days, 11:00 PM to 8:00 AM\*  
 Saturday 8:00 AM to Sunday 5:00 PM\*

\* To, but not including

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00AM TO 5:00PM	DAYTIME RATE PERIOD						
5:00PM TO 11:00PM*	EVENING RATE PERIOD						EVE
11:00PM TO 8:00AM*	NIGHT/WEEKEND RATE PERIOD						

\* To, but not including

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**SECTION 3 - RATES AND SERVICES, CON'T.**

**3.4 Rate Periods, con't.**

**3.4.2 Holiday Rates**

The night/weekend rate applies to the following holidays unless a lower rate would normally apply.

- New Year's Day - January 1
- Martin Luther King Day - As nationally observed
- Washington's Birthday - As nationally observed
- Independence Day - July 4
- Labor Day - As nationally observed
- Thanksgiving Day - As nationally observed
- Christmas Day - December 25

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**SECTION 3 - RATES AND SERVICES, CON'T.****3.5 Direct Dial 1+ Service**

Direct Dial 1+ Service allows Customers to make 1+ direct dialed calls from presubscribed switched access lines. This service is available from equal access end offices only. Customers access the service via switched access lines.

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Rate per minute - \$ 0.180

**3.6 Inbound Toll Free (i.e. 800/888) Service**

Inbound Toll Free Service provides an in-bound Toll Free calling service to FoxTel Customers. The FoxTel Customer is billed for each Toll Free call, rather than the call originator. Calls terminate to the FoxTel Toll Free Customer via switched access lines.

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Rate per minute - \$ 0.180

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**SECTION 3 - RATES AND SERVICES, CON'T.****3.7 Travel Card**

FoxTel's Travel Card provide telecommunications services and optional enhanced service to customers while traveling away from the office or home. Customers must dial a Toll-Free (i.e. 800/888) access number followed by their authorization code to make a call or use the service. A monthly credit limit will be assigned to each card for fraud protection. Customers have the option of raising or lowering the limit amount to best suit their calling practices.

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Rate per minute -       \$ 0.250

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**3.8 Debit Card Services**

FoxTel's Debit Service allows Customers to place direct dialed calls between locations within the State of Idaho. Customers access the Company's network by dialing an 800/888 number or other access dialing sequence and entering a Personal Account Code. The Company's system informs the Customer of the Available Usage Balance remaining in his/her Debit Account and prompts the Customer to place a call by entering a destination telephone number. Network usage for calls placed is deducted from the Available Usage Balance in the Customer's account on a real time basis as the call progresses.

Network usage for Debit Card Calls is deducted from the Available Usage Balance in Customer's Debit Account in full minute increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Rate per minute - \$ 0.280

**Debit Card Sponsor Program**

The Debit Card Sponsor Program is offered to organizations or commercial entities for distribution to their members, patrons or customers. The marketing vehicle and expiration period is selected by the Sponsor upon joint agreement between the Company and the Sponsor. The Sponsor is responsible for obtaining all necessary permissions for the use of any trade mark, trade name, service mark or other image on the card. The Sponsor may distribute the Company's debit card accounts free of charge to end users. At the option of the Sponsor, these cards may not be replenishable. The Company reserves the right to approve or reject any image and to specify the customer information language and use of the Company's trade mark, trade name, service mark or other image on the card.

Rate per minute - \$ 0.280

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**SECTION 3 - RATES AND SERVICES, CON'T.****3.9 Directory Assistance**

A Directory Assistance charge applies per intrastate directory assistance calls made from points within the State of Idaho. The customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the operator is able to supply the requested number. Discounts are not applicable to Directory Assistance Charges. Directory Assistance Charges are not included in usage commitments or computed in any discount calculations.

Per call to directory assistance: \$0.85

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**SECTION 3 - RATES AND SERVICES, CON'T.****3.10 Operator Assisted Calling**

Operator Assisted Calling Services allow Customers to place calls using operator assistance for call completion or billing. The Company offers operator assisted ("0+") calling for specialized billing or call placement arrangements. When service is billed through another entity (i.e. the local exchange company) the terms of the billing entity apply. The following payment options are available to end users of FoxTel, Inc.'s service:

- A. Collect Calls - This option allows a call to be billed to the called number, provided that the called station accepts responsibility for payment of charges.
- B. Calling Card Calls - This option enables an end user to charge a call to a valid telephone company calling card.
- C. Credit Card Calls - This option enables an end user to charge a call to a valid major credit card (i.e. MasterCard, Visa, American Express, Discover, etc.).
- D. Originating Number Billing - This option allows the end user to bill a call to the calling telephone number. End user accepts responsibility for payment of charges. Originating Number Billing may not be accepted from pay telephones and other restricted telephone numbers. All direct dial calls are billed to the originating line.

Usage charges and an appropriate service charge will be assessed on a per call basis. For calls made using a telephone company card, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. Only those cards accepted by the Company may be used for Operator Services. The Company reserves the right to verify acceptance of charge prior to billing charges to a third party number.

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**SECTION 3 - RATES AND SERVICES, CON'T.**

**3.10 Operator Assisted Calling, con't.**

Operator Services rates and charges are in two billing increments. One increment is usage charges that are billed on a per minute basis. The second increment is a fixed surcharge applied to the Call on a per Call basis.

For billing purposes, call timing is rounded up to the nearest sixty (60) second increment after the initial minimum period of two (2) minutes. Usage charges are computed and rounded up to the nearest penny on a per call basis.

**3.10.1 Usage Charges**

	Day		Evening		Night/Weekend	
	Initial Increment	Add'l Increment	Initial Increment	Add'l Increment	Initial Increment	Add'l Increment
Current	\$ 0.720	\$ 0.300	\$ 0.720	\$ 0.300	\$ 0.720	\$ 0.300

**3.10.2 Per Call Surcharge**

Customer Dialed Calling/Credit Card Call	\$ 1.20
Operator Dialed Calling/Credit Card Station	\$ 2.25
Station to Station Call	
Collect	\$ 2.25
Third Party	\$ 2.25
Person to Person Call	
Collect	\$ 4.90
Calling/Credit Card	\$ 4.90
Third Party	\$ 4.90

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**SECTION 3 – RATES AND SERVICES, CONT.**

**3.11 Rate Plan 1 – Standard Open Access Communications (“OAC”)**

The minimum term of service is thirty days. Calls are billed in sixty (60) second increments. Fractional call charges are rounded up to the next whole cent for billing purposes. Payment for service is made by charge to the Customer’s credit card upon checkout from the rental property or within 30 days, whichever occurs first.

**Rates and Charges Standard OAC**

A Monthly Recurring Charge applies which includes 60 minutes of direct dialed nationwide long distance calling each month. Unused minutes are not carried over to the next month.

Monthly Recurring Charge	<b>\$14.95*</b>
* Includes first 60 minutes of usage	
Usage rates, applied after first 60 minutes of usage, Per minute	<b>\$0.199</b>

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**SECTION 3 – RATES AND SERVICES, CONT.**

**3.12 Rate Plan 2 – OAC Short-Stays**

Customers staying in a rental property for two (2) nights or less (“Short-Stay”) qualify for OAC Short-Stay Plan. Customers renting a property greater than three (3) nights will receive the Standard OAC Plan. Calls are billed in sixty (60) second increments. Fractional call charges are rounded up to the next whole cent for billing purposes. Payment for service is made by charge to the Customer’s credit card upon checkout from the rental property or within 30 days, whichever occurs first.

**Rates and Charges OAC Short-Stays**

Charge applies which includes 30 minutes of direct dialed nationwide long distance calling during the rental period. Unused minutes are not carried over to the next month.

Charge **\$ 9.95\***  
\* Includes first 30 minutes of usage

Usage rates, applied after first 30 minutes of usage,  
Per minute **\$0.199**

**Rates and Charges Standard OAC**

A Monthly Recurring Charge applies which includes 60 minutes of direct dialed nationwide long distance calling each month. Unused minutes are not carried over to the next month.

Monthly Recurring Charge **\$14.95\***  
\* Includes first 60 minutes of usage

Usage rates, applied after first 60 minutes of usage,  
Per minute **\$0.199**

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**SECTION 3 – RATES AND SERVICES, CONT.**

**3.13 Rate Plan 3 – OAC International Tier I Countries**

The minimum term of service is thirty days. Calls are billed in sixty (60) second increments. Fractional call charges are rounded up to the next whole cent for billing purposes. Payment for service is made by charge to the Customer's credit card upon checkout from the rental property or within 30 days, whichever occurs first.

**Rates and Charges OAC International Tier I Countries**

A Monthly Recurring Charge applies which includes 60 minutes of direct dialed nationwide and Tier I Countries long distance calling each month. Unused minutes are not carried over to the next month.

Monthly Recurring Charge **\$21.95\***  
\* Includes first 60 minutes of usage for calls terminating in the US, Canada, UK, Germany, Australia, Sweden and Hong Kong

Usage rates applied after first 60 minutes of usage  
?? terminating in Idaho **\$0.199 Per Minute**

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**SECTION 3 – RATES AND SERVICES, CONT.**

**3.14 Rate Plan 4 – OAC International Tier I and Tier II Countries**

The minimum term of service is thirty days. Calls are billed in sixty (60) second increments. Fractional call charges are rounded up to the next whole cent for billing purposes. Payment for service is made by charge to the Customer's credit card upon checkout from the rental property or within 30 days, whichever occurs first.

**Rates and Charges OAC International Tier I and Tier II Countries**

A Monthly Recurring Charge applies which includes 60 minutes of direct dialed nationwide, Tier I and Tier II Countries long distance calling each month. Unused minutes are not carried over to the next month.

Monthly Recurring Charge **\$27.95\***

\* Includes first 60 minutes of usage for calls terminating in the US, Tier I Countries (Canada, UK, Germany, Australia, Sweden and Hong Kong) and Tier II Countries (Mexico, Japan, France, Ireland, Netherlands, Switzerland, Austria and Iceland)

Usage rates applied after first 60 minutes of usage

?? terminating in Idaho **\$0.199 Per Minute**

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**SECTION 3 – RATES AND SERVICES, CONT.**

**3.15 Rate Plan 5 – OAC Anytime, Anywhere**

The minimum term of service is thirty days. Calls are billed in sixty (60) second increments. Fractional call charges are rounded up to the next whole cent for billing purposes. Payment for service is made by charge to the Customer's credit card upon checkout from the rental property or within 30 days, whichever occurs first.

**Rates and Charges OAC Anytime, Anywhere**

A Monthly Recurring Charge applies which includes 60 minutes of direct dialed anytime, anywhere long distance calling each month. Unused minutes are not carried over to the next month.

Monthly Recurring Charge	<b>\$31.95*</b>
* Includes first 60 minutes of usage	
Usage rates applied after first 60 minutes of usage	
?? terminating in Idaho	<b>\$0.199 Per Minute</b>

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**SECTION 4 - PROMOTIONS****4.1 Demonstration Calls**

From time to time FoxTel will demonstrate its services by providing free test calls of up to fifteen minutes duration over its network.

**4.2 Promotions - General**

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges.

**4.2.1 Competitive Response Promotion**

FoxTel will, at its discretion, match certain standard or promotional offerings of other interexchange carriers or resellers in order to acquire new Customers. The Customer must demonstrate to the Company's satisfaction that 1) an alternative service offering is valid and currently available from a competing interexchange carrier or reseller and 2) the Customer intends to either subscribe to or remain with the competing interexchange carrier or reseller. The Company reserves the right to verify that the alternative offering is an approved price list on file with the Commission.

**4.2.2 Best Rate Guarantee Promotion**

FoxTel will, at its discretion, match certain standard non-promotional offerings of other interexchange carriers or resellers in order to retain existing accounts. The competing rate must be provided in writing and be listed in an approved price list on file with the Commission and must result in a lower overall bill for the same service offered by the Company.

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