

Idaho P.U.C. Tariff No. 1  
Second Revised Sheet No. 1  
Replaces First Revised Sheet No. 1  
Lightyear Telecommunications LLC

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

AUG 4 - 2000

Boise, Idaho

TELECOMMUNICATIONS TARIFF

OF

LIGHTYEAR TELECOMMUNICATIONS LLC

1901 Eastpoint Parkway, Louisville, Kentucky 40223

INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided Lightyear Telecommunications LLC ("Lightyear Telecommunications") within the State of Idaho. This Tariff is on file with the Idaho Public Utilities Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 1901 Eastpoint Parkway, Louisville, Kentucky 40223.

Issued: July 25, 2000

Effective Date: August 4, 2000

Issued By:

John Greive  
Lightyear Telecommunications LLC  
1901 Eastpoint Parkway  
Louisville, KY 40223  
502.244.666

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Idaho P.U.C. Tariff No. 1  
Second Revised Sheet No. 2  
Replaces First Revised Sheet No. 2  
Lightyear Telecommunications LLC

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### CHECK SHEET

The Sheets 1 through 29 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Second Revised*	21.1	Original*
2	Second Revised*	21.2	Original*
3	Second Revised*	21.3	Original*
4	Second Revised*	21.4	Original*
5	Second Revised*	21.5	Original*
6	Second Revised*	22	Second Revised*
7	Second Revised*	23	Second Revised*
8	Second Revised*	24	Second Revised*
9	Second Revised*	25	Second Revised*
10	Second Revised*	26	Second Revised*
11	Second Revised*	27	Second Revised*
12	Second Revised*	28	Second Revised*
13	Second Revised*	29	Second Revised*
13.1	Original*		
13.2	Original*		
14	Second Revised*		
15	Second Revised*		
16	Second Revised*		
17	Second Revised*		
18	Second Revised*		
19	Second Revised*		
20	Second Revised*		
21	Second Revised*		

\* Indicates tariff sheets submitted with this filing.

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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

**EXPLANATION OF SYMBOLS**

- (C) To signify **changed** condition or regulation
- (D) To signify **deleted or discontinued** rate, regulation or condition
- (I) To signify a change resulting in an **increase** to a Customer's bill
- (M) To signify that material has been **moved from** another Tariff location
- (N) To signify a **new** rate, regulation condition or sheet
- (R) To signify a change resulting in a **reduction** to a Customer's bill
- (T) To signify a change in **text** but no change to rate or charge

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## TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the heading of each sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper left corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of code 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 Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the sheets contained in the Tariff with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

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### **APPLICATION OF TARIFF**

This Tariff contains the rates, terms and conditions applicable to the provision of specialized resold intrastate common carrier telecommunications services by Lightyear Telecommunications, LLC between various locations within the State of Idaho.

All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offerings.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

### Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

### Called Station:

The terminating point of a call (i.e., the called number).

### Company Calling Card:

A telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) to place calls over the Network and to have the charges for such calls billed to the Customer's account.

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### Commission:

Idaho Public Utilities Commission

### Company:

Whenever used in this tariff, "Company" refers to Lightyear Communications, L.L.C., unless otherwise specified or clearly indicated by the context.

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### Credit Card:

"Credit Card" means any card, plate, coupon book, or other single credit device that may be used from time to time to obtain credit

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Customer:**

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

**Dedicated Access:**

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

**Disconnect or Disconnection:**

The termination of a circuit connection between the originating station and the called station or the Company's operator.

**Network:**

Refers to the Company's facilities, equipment, and services provided under this tariff.

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**Service(s):**

Refers to all telecommunications services and other services related thereto provided by the Company to Customers or Users.

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**Subscriber:**

See "Customer" definition.

**User**

Any person or entity that obtains the Company's services provided under this tariff, regardless of whether such person or entity is so authorized by the Customer.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1. UNDERTAKING OF THE COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Idaho.
- 2.1.2. Company is a non-facilities-based provider of interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport, and termination services provided by interexchange carriers.
- 2.1.4. Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.5. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

### 2.2. LIMITATIONS OF SERVICE

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.

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## **SECTION 2 - RULES AND REGULATIONS, Continued**

### **2.2. LIMITATIONS OF SERVICE, Continued**

- 2.2.2. Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this Tariff or the Commission rules.
- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

### **2.3. USE**

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.3. USE, Continued**

2.3.3. Application for service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

**2.4. LIABILITIES OF THE COMPANY**

2.4.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have thirty (30) days. In no event will the Company be responsible for consequential damages for lost profits suffered by a Customer or end user as the result of interrupted or unsatisfactory service.

2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

2.4.3. The liability of the Company for errors in billing that result in overpayment by the Customer 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.

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

- A. Any act or omission of: (1) the Customer, (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 commotions; 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 Customer 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 Company-provided facilities or Services; or by means of the combination of 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;

\*\*Section 2.4.5 formally located on this page is now located on page 13.2.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

2.4.4. continued

- F. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or Services provided by the Customer 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 Customer, in which event the Company's liability is limited as set forth in this tariff;
- G. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;
- 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 Customer, or the construction, installation, maintenance, presence, use or removal of the Customer'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 Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
- K. Any noncompletion of calls due to network busy conditions;
- L. Any calls not actually attempted to be completed during any period that Service is unavailable.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

2.4.5. The Company shall be indemnified, defended and held harmless by the Customer or 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 Customer 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 Customer 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 Company or Customer equipment or facilities or Service provided by the Company.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.6. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.7. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

2.4.9. 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.

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2.4.10. 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 a 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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**2.5. FULL FORCE AND EFFECT**

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

**2.6. INTERRUPTION OF SERVICE**

2.6.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment 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 of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.6 INTERRUPTION OF SERVICE, Continued**

2.6.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.

2.6.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula:  $Credit = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

**2.7. RESTORATION OF SERVICE**

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

**2.8. MINIMUM SERVICE PERIOD**

The minimum service period is one month (30 days).

**2.9. PAYMENTS AND BILLING**

2.9.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer on not less than thirty (30) days' written notice.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.9. PAYMENTS AND BILLING, Continued**

- 2.9.2. The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.9.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice
- 2.9.4. A charge of \$20.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. (T)
- 2.9.5. Billing disputes should be addressed to Company's customer service organization via telephone to 800.719.8760. Customer service representatives are available from 8:00 AM to 4:59 PM Eastern Time. Messages may be left for Customer Services from 5:00 PM to 7:29 AM Eastern Time, which will be answered on the next business day, unless in the event of an emergency which threatens Customer service
- 2.9.6. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- A. First, the Customer may request, and the Company will perform, an in-depth 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 disconnection.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.9. PAYMENTS AND BILLING, Continued**

2.9.6., Continued

- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Idaho Public Utilities Commission for its investigation and decision.

The address and telephone number of the Commission are:

Idaho Public Utilities Commission  
P.O. Box 83720  
Boise, Idaho 83720-0074

Telephone number: 1-800-432-0369

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**2.10. CANCELLATION BY CUSTOMER**

- 2.10.1. Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation.
- 2.10.2. Customer is responsible for usage charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.10. CANCELLATION BY CUSTOMER, Continued**

- 2.10.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed upon with the Customer for the non-recoverable portions of expenditures; or
  - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
  - C. If based on an order for service and construction has either begun or has been completed, but no service provided.

**2.11. CANCELLATION BY COMPANY**

- 2.11.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:
- A. In the event of a condition determined to be hazardous to the Customer, to other customers of the utility, to the utility's equipment, the public or to employees of the utility; or
  - B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
  - C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.11. CANCELLATION BY COMPANY, Continued**

2.11.1., Continued

- D. For unlawful use of the service or use of the service for unlawful purposes; or
- E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.

2.11.2. Company may discontinue service according to the following conditions upon five (5) days' written notice:

- A. For violation of Company's filed tariffs; or
- B. For the non-payment of any proper charge as provided by Company's Tariff; or
- C. For Customer's breach of the contract for service between the utility and Customer.

2.11.3. The discontinuance of service(s) 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. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.

2.11.4. The Company may refuse to permit collect calling, calling card and third-number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.12. INTERCONNECTION**

2.12.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

2.12.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

**2.13. DEPOSITS AND ADVANCE PAYMENTS**

The Company does not require a deposit of advance payment from the Customer.

**2.14. CREDIT LIMIT**

The Company may, after discussing the situation with the Customer, set a credit limit (T) for any Customer's consumption of Services for any monthly period.

**2.15. TAXES**

With the exception of Telecommunications Relay Service contributions, the Customer is responsible for payment of all federal, state and local taxes, franchise, excise and other fees applicable to the Services, including, but not limited to: sales, use, excise, franchise, access, universal service, 911 services and handicapped services.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.16 RESPONSIBILITY OF THE CUSTOMER**

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2.16.1 The Customer 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 Customer 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 Customer to Users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.

2.16.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.

2.16.3 If required for the provision of the Company's Services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.

2.16.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required by Company personnel to install, repair, maintain, program, inspect or remove equipment with the provision of the Company's Services.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.16 RESPONSIBILITY OF THE CUSTOMER**

2.16.5 The Customer shall ensure that the equipment and/or system is properly interfaced with 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 Customer 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 Customers. 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.

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

2.16.6 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligent or willful acts of the Customer, Users, or others, by improper use of the Services, or by use of equipment provided by the Customer, Users, or others.

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

2.16.8 The Customer is responsible for payment of all charges for Services and equipment provided under this tariff.

2.16.9 The Customer is responsible for compliance with the applicable regulations set forth in this tariff.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.16 RESPONSIBILITY OF THE CUSTOMER**

2.16.10 The Customer shall indemnify and save the Company harmless from all liability disclaimed by the Company as specified in this tariff, 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 Customer of any suit or claim against the Company of which it is aware.

**2.17. CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK**

2.17.1. Unauthorized Use of the Network

(A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this tariff, or uses specific services that are not authorized.

(B) The following activities constitute fraudulent use:

- (i) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
- (ii) Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.17. CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK,  
Continued**

**2.17.1. Unauthorized Use of the Network, continued**

- (iii) Toll free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
- (iv) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

(C) Customers are advised that use of telecommunications equipment and Services, including that provided under this tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll, PBX, and Centrex "clip-on" fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this tariff. Furthermore, Customers must notify the Company in writing of unauthorized use or charges appearing on the Customer's bill. All charges shall be deemed correct and authorized if such notice is not received by the Company within thirty (30) days from the date of issuance of the Customer's bill.

**2.17.2 Liability for Unauthorized Use**

- (A) Except as provided for elsewhere in this tariff, the Customer is responsible for payment of all charges for Services provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.17. CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK,**  
Continued

2.17.2 Liability for Unauthorized Use, continued

- (B) The Customer is responsible for payment of all outbound call charges arising from calls placed to a Customer's 800 service number, whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.

2.17.3 Liability for Calling Card Fraud

- (A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company Calling Card, provided that the unauthorized use occurs before the Company has been notified.
- (B) The Customer must give the Company notice that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons.
- (C) If ten (10) or more Company Calling Cards are issued for use by the employees of an organization, the limitations on liability in this subsection shall not apply.
- (D) The limitations on liability in this subsection shall not apply to pre-paid or debit cards.

2.17.4 Liability for Credit Card Fraud

- (A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Credit Card. The liability of the Customer for unauthorized use of the Network by Credit Card fraud may be limited by state or federal law, and the Customer shall seek indemnification from the organization or company issuing such card for unauthorized use thereof.

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### SECTION 3 - DESCRIPTION OF SERVICE

#### 3.1. TIMING OF CALLS

- 3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.
- 3.1.2. The minimum call duration for billing purposes for all services except calling card service is eighteen (18) seconds with six (6) second billing increments thereafter. The minimum call duration for calling cards is sixty (60) seconds with sixty (60) second billing increments. (R)
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.

#### 3.2. LIGHTYEAR TELECOMMUNICATIONS SERVICES (T)

- 3.2.1. The rate for Company's service is based on the following factors:
- A. The monthly billing volume;
  - B. The duration of the call; and
  - C. The type of service subscribed to.

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued**

**3.2. LIGHTYEAR TELECOMMUNICATIONS SERVICES, Continued (T)**

**3.2.2. Lightyear Telecommunications Dial One Service** is a switched or dedicated access service, offering users outbound "1 plus" long distance telecommunications services from points originating and terminating in the State of Idaho. (T)

**3.2.3. Lightyear Telecommunications 800 Service** is a switched or dedicated access service, offering users inbound, toll free "800" number, long distance telecommunications services from points originating and terminating in the State of Idaho. This service enables the caller to contact the Customer without incurring toll charges, through the use of an assigned "800" number. The Customer pays for the call. (T)

**3.2.4. Lightyear Telecommunications Travel Card Service** permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch tone phone in the U.S. by dialing a toll free "800" number and entering a personal identification code, followed by the desired telephone number. Calling card calls are billed at the Applicant's tariffed rates and appear on the Customer's monthly long-distance bill. (T)

**3.3. PROMOTIONS**

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations.

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## SECTION 4 - RATES

### 4.1. SERVICE CHARGES

Service charges per account are based on the following schedules:

#### 4.1.1. Switched Access Services

##### A. Lightyear Telecommunications Dial One Service (T)

<b>Monthly Billing Volume</b>	<b>Initial 18 Seconds (C)</b>	<b>Additional 6 Seconds (C)</b>
\$0 - \$900	\$.0687 (R)	\$.0229 (R)
\$901+	\$.0615 (R)	\$.0205 (R)

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**SECTION 4 - RATES, Continued**

**4.1. SERVICE CHARGES, Continued**

**4.1.1. Switched Access Services, Continued**

**A. Lightyear Telecommunications 800 Service (T)**

<b>Monthly Billing Volume</b>	<b>Initial 18 Seconds (C)</b>	<b>Additional 6 Seconds (C)</b>
\$0 - \$900	\$.0687 (R)	\$.0229 (R)
\$901+	\$.0615 (R)	\$.0205 (R)

A recurring monthly charge of \$10.00 is billed for each inbound "800" number. All accounts with a monthly billing volume total of less than \$100.00 will be assessed an additional \$5.00 charge.

A \$.30 surcharge will apply to all calls initiated from a pay telephone.

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**SECTION 4 – RATES, Continued**

**4.1. SERVICE CHARGES, Continued**

**4.1.2. Dedicated Access Services**

Dedicated access services are designed for Customers with high traffic volumes, whose traffic volumes justify the additional costs of dedicated access facilities. Customers must experience a minimum of \$2,000.00 of monthly calling to qualify for dedicated access services. Dedicated facilities may be provided by the Customer or through the Company and are billed by the underlying local service provider under its access tariffs.

**A. Lightyear Telecommunications Dial One Service**

**(T)**

<b>Monthly Billing Volume</b>	<b>Initial 18 Seconds (C)</b>	<b>Additional 6 Seconds (C)</b>
\$2,000 - \$5,000	\$0.0435 (R)	\$0.0145 (R)
\$5,001+	\$0.0387 (R)	\$0.0129 (R)

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**SECTION 4 – RATES, Continued**

**4.1. SERVICE CHARGES, Continued**

**4.1.2. Dedicated Access Services, Continued**

**B. Lightyear Telecommunications 800 Service**

(T)

<b>Monthly Billing Volume</b>	<b>Initial 18 Seconds (C)</b>	<b>Additional 6 Seconds (C)</b>
\$2,000 - \$5,000	\$ .0417 (R)	\$ .0139 (R)
\$5,001+	\$ .0360 (R)	\$ .0120 (R)

A recurring monthly charge of \$10.00 is billed for each inbound "800" number.

A \$.30 surcharge will apply to all calls initiated from a pay telephone.

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**SECTION 4 – RATES, Continued**

**4.1. SERVICE CHARGES, Continued**

**4.1.3. Travel Card Calling Card Service**

Calling card charges are billed in sixty (60) second increments. A sixty (60) second initial billing minimum is applicable on each calling card call.

<b>Monthly Billing Volume</b>	<b>Per-call Surcharge</b>	<b>Per-60 Second Rate</b>
\$0 - \$100	\$.30	\$.25
\$101 - \$250	\$.30	\$.20
\$251 - \$400	\$.00	\$.29
\$401 - \$1,000	\$.00	\$.25
\$1,001+	\$.00	\$.20

All accounts with a monthly billing volume total of less than \$100.00 will be assessed an additional \$5.00 charge.

A \$.30 surcharge will apply to all calls initiated from a pay telephone.

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**SECTION 4 – RATES, Continued**

**4.1. SERVICE CHARGES, Continued**

4.1.4 [RESERVED FOR FUTURE USE]

(D)

4.1.5. Directory Assistance

The Company provides Directory Assistance as an ancillary service exclusively to its customers. Directory Assistance is accessible by dialing “1”, the area code of the desired number and “555-1212”.

Directory Assistance, per call \$ .75

4.1.6 Individual Case Base (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in their Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Copies of any such agreements will be forwarded to the Commission.

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