

PT-1 Communications, Inc.
John J. Klusaritz, General Counsel
30-50 Whitestone Expressway
Whitestone, New York 11354

Idaho P.U.C. No.1
Original Page 1

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PRICE LIST APPLICABLE TO

INTEREXCHANGE SERVICES

WITHIN THE STATE OF IDAHO

PROVIDED BY

PT-1 COMMUNICATIONS, INC.

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

OCT 11 1999

Boise, Idaho

PT-1 Communications, Inc.
John J. Klusaritz, General Counsel
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Whitestone, New York 11354

Idaho P.U.C. No.1
Original Page 2

Issued: October 1, 1999
Effective: October 11, 1999

CHECK PAGE

All of the pages of this Tariff are effective as of the date shown at the top of the page. Original and revised pages as named below comprise all changes from the original Tariff.

PAGE	REVISION
1	Original Page
2	Original Page
3	Original Page
4	Original Page
5	Original Page
6	Original Page
7	Original Page
8	Original Page
9	Original Page
10	Original Page
11	Original Page
12	Original Page
13	Original Page
14	Original Page
15	Original Page
16	Original Page
17	Original Page
18	Original Page
19	Original Page
20	Original Page
21	Original Page
22	Original Page
23	Original Page
24	Original Page
25	Original Page

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

OCT 11 1999

Boise, Idaho

Issued: October 1, 1999
Effective: October 11, 1999

CHECK PAGE (continued)

PAGE	REVISION
26	Original Page
27	Original Page
28	Original Page
29	Original Page
30	Original Page
31	Original Page
32	Original Page
33	Original Page
34	Original Page
35	Original Page
36	Original Page
37	Original Page
38	Original Page
39	Original Page
40	Original Page
41	Original Page
42	Original Page
43	Original Page
44	Original Page
45	Original Page
46	Original Page
47	Original Page
48	Original Page
49	Original Page
50	Original Page

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

OCT 11 1999

Boise, Idaho

CHECK PAGE (continued)

PAGE	REVISION
51	Original Page
52	Original Page
53	Original Page
54	Original Page
55	Original Page
56	Original Page
57	Original Page
58	Original Page
59	Original Page
60	Original Page
61	Original Page
62	Original Page
63	Original Page
64	Original Page
65	Original Page
66	Original Page
67	Original Page
68	Original Page
69	Original Page
70	Original Page
71	Original Page
72	Original Page
73	Original Page
74	Original Page
75	Original Page

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Idaho P.U.C. No.1
Original Page 5

Issued: October 1, 1999
Effective: October 11, 1999

CHECK PAGE (continued)

PAGE	REVISION
76	Original Page
77	Original Page
78	Original Page
79	Original Page
80	Original Page
81	Original Page
82	Original Page
83	Original Page

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

OCT 11 1999

Boise, Idaho

TABLE OF CONTENTS

	Page No.
Title Page	1
Check Page	2
Table of Contents	6
Concurring, Connecting, or Other Participating Carriers	7
Symbols	7
Tariff Format	8
Section 1 - Technical Terms and Abbreviations	9
Section 2 - Rules and Regulations	12
Section 3 - Description of Services	49
Section 4 - Rates and Charges	63

**CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS**

None

SYMBOLS

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

- D - Delete Or Discontinue
- I - Change Resulting In An Increase To A Customer's Bill
- M - Moved To Or From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction To A Customer's Bill
- T - Change In Text Or Regulation But No Change In Rate Or Charge

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OCT 11 1999

Boise, Idaho

PRICE LIST FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Price List. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised page 14 cancels the 3rd revised page 14.
- C. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 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
- D. Check Pages - When a Price List filing is made with the Commission, an updated check page accompanies the Price List filing. The check page lists the pages contained in the Price List with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

10XXX or 101XXXX Access: A dialing method that enables a Customer to reach the interexchange carrier of the Customer's choice even if the Customer is not a regular Customer of that carrier. For example, to reach AT&T Communications of New England, Inc., the Customer dials 10288.

Applicant: Applicant is any entity or individual who applies for service under this Price List.

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 assigned services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Authorized User: A person, firm or corporation, who is authorized by the Customer/Subscriber to utilize the services of the Customer/Subscriber.

CAP: CAP is an acronym for Competitive Access Provider which is any provider of local access service other than the Local Exchange Carrier.

Cardholder: Cardholder is the associate, member, Customer or other individual that uses the Company's Prepaid Calling Card service.

Company: Company refers to PT-1 Communications, Inc.

Commission: Commission refers to the Idaho Public Utilities Commission or any succeeding agency.

Customer: The Customer is a person or legal entity which subscribes to the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Price List regulations.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Dedicated Access: A method of reaching the Company's services whereby the Customer is connected directly to the Company's Point of Presence without utilizing the services of the local switched network.

DUC: DUC stands for Designated Underlying Carrier.

End User: End User is the person or legal entity which uses the service provided by the Company.

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

Exemption Certificate: An Exemption Certification is a written notification wherein the Customer certifies that its dedicated facility should be exempted from the monthly special access surcharge because, for example, the facility is associated with a Switched Access service that is subject to carrier common line charges.

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

LEC: LEC stands for Local Exchange Carrier.

MRC: Monthly Recurring Charge

PIC: Primary Interexchange Carrier

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

PIN: PIN stands for Personal Identification Number.

Platform: The Platform is the proprietary technology and associated computer equipment that is used in conjunction with Prepaid Calling Card service(s).

Prepaid Calling Card: Prepaid Calling Card service allows a Customer to purchase a predetermined amount of access to the Company's long distance services prior to the use of service. Prepaid Calling Cards are also called debit cards.

Qualified Minutes: Qualified Minutes are minutes of use to Canada, the United Kingdom, or domestic locations. Calls to Directory Assistance do not count as Qualified Minutes.

Reseller: Reseller denotes a Customer that resells the Company's service(s).

Special Access: See Dedicated Access

State: State refers to the State of Idaho.

Subscriber: The Subscriber is a person or legal entity which subscribes to the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Price List regulations.

Switched Access: A method of reaching the Company through the local switched network whereby the End User uses standard business or residential local lines.

Underlying Carrier: "Underlying Carrier" refers to any interexchange carrier that provides long distance services resold by the Company pursuant to this Price List.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate IntraLATA and Intrastate InterLATA telecommunications services provided by Company for telecommunications between points within the State. 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 Company's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS), switch network services, private lines and Wide Area Telecommunications Services (WATS) of underlying common carriers.
- 2.1.3 The rates and regulations contained in this tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.
- 2.1.4 The Subscriber is entitled to limit the use of Company's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Company.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service

- 2.2.1 Calls that may not be completed using the Company's Prepaid Calling Card service include directory assistance service, operator services, conference service, busy line verification service, interruption service, calls requiring time and charges, air-to-ground calls, marine/satellite calls, and calls placed via dialing a 700, 800, or 900 number.
- 2.2.2 Service is offered subject to the availability of facilities and/or equipment from the Company or the DUC, the Company's ability to fulfill the order, and the provisions of this Price List.
- 2.2.3 The Company reserves the right to discontinue service without liability, or to limit the use of service when necessitated by conditions beyond the Company's control, or when the Customer is using service in violation of the law or in violation of the provisions of this Price List.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.4 Pursuant to Rule 303 of the Telephone Customer Relation Rules of the Commission, the Company may, without notice, terminate Service without liability include, but are not limited to:

- (A) Dangerous Conditions - A condition immediately dangerous or hazardous to life, physical safety, or property exists, or it is necessary to prevent a violation of federal, state or local safety or health codes.
- (B) Ordered To Terminate Service - The Company is ordered to terminate Service by any court, the Commission, or any other duly authorized public authority.
- (C) Services Obtained Illegally - The Service(s) were obtained, diverted or used without the authorization or knowledge of the Company.
- (D) Customer Unable to be Contacted - The Company has tried diligently to meet the notice requirement of Rule 304 of the Telephone Customer Relation Rules of the Commission, but has been unsuccessful in its attempt to contact the Customer affected.
- (E) Misrepresentation of Identity - The Customer has misrepresented the Customer's identity for purposes of obtaining Service and has no or an inadequate security deposit on file the Company and has an outstanding bill exceeding one hundred (\$100).

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.5 Conditions under which the Company may, with notice, terminate service without liability include, but are not limited to:

- (A) Use of invalid or unauthorized telephone numbers, or Credit Card numbers; or,
- (B) Customer's or End User's use of the Service which constitutes a violation of either the provisions of this Price List or of any laws, government rules, regulations, or policies; or
- (C) Non-payment of any sum owed the Company by the due date printed on the bill (see Section 2.20 of this Tariff); or
- (D) Customer's check or draft is returned unpaid for any reason, after one attempt at collection; or
- (E) If at the time the Company issues a debit to the Customer's checking account or savings account, the debit is rejected by the bank for any reason. The Company will make at least one attempt at collection prior to termination of Service.
- (F) The Company deems termination necessary to protect the Company or third parties against unauthorized, fraudulent, or unlawful use of any Company Services, or to otherwise protect the Company's personnel, agents, or Service; or

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.5 (continued)

- (G) Customer's or End User's misuse of the DUC's network; or
- (H) Customer's or End User's use of the DUC's network for any fraudulent or unlawful purpose; or
- (F) Emergency, threatened, or actual disruption of Service to other Customers; or
- (G) Unauthorized or fraudulent procurement of Service, including a misrepresentation of fact relevant to the conditions under which the applicant or Customer obtains or continues to receive Service; or
- (H) Abandonment of the Customer's Premises served; or
- (I) Insufficient or fraudulent billing information.

2.2.6 Initial and continuing service is offered subject to the availability of necessary facilities and/or equipment, including those to be provided by the DUC(s), the Company, the CAP(s), or the LEC.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.7 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes, but is not limited to:

- (a) Use of service of the Company for a message or messages, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another; or
- (b) Use of service in such a manner as to interfere unreasonably with the use of service by one or more other Customers; or
- (c) Any calls placed by means of illegal equipment, service, or device.

2.2.8 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions will remain, at all time, in full force and in effect until modified in writing, signed by the Company and Customer.

2.2.9 To control fraud, service may be discontinued by the Company without incurring liability by blocking all traffic or by blocking traffic to or from certain NPA-NXXs, cities, or individual telephone stations for any service offered under this Price List. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

- 2.2.10 The Company reserves the right to change DUCs at any time.
- 2.2.11 The Company reserves the right, without incurring liability, to refuse to provide service to or from any location where the necessary facilities and/or equipment are not available.
- 2.2.12 The availability of 800 numbers from the Company is limited by the Company's ability to obtain 800 numbers from the DUC.
- 2.2.13 The Customer obtains no property right or interest in any specific type of facility, service, connection, equipment, number process, credit card, travel card, debit card or code (except entitlement in certain circumstances to apply prepaid debit cards to devices provided by the Company). All right, title and interests to such items remain, at all times, solely with the Company.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability

The Company's liability will be limited to that expressly assumed in Paragraphs 2.3.1 through 2.3.12 of this Price List and that arises in connection with the provision of service to Customer.

2.3.1 The Company will not be liable for:

- (A) Failure or delay in the delivery of ordered Prepaid Calling Cards.
- (B) Any act or omission of any other company or companies furnishing a portion of the service or furnishing facilities or equipment associated with such service.
- (C) Damages caused by the fault or negligence or willful misconduct of the Customer.
- (D) Any failure to provide or maintain service under this Price List due to circumstances beyond the Company's reasonable control.
- (E) Any direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, service provided hereunder, absent a determination of willful misconduct by the Company through judicial or administrative proceedings.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.1 (continued)

- (F) Any special or consequential damages or any lost profits of any kind or nature arising out of the furnishing of or interruption in service contained in this Price List.
- (G) The use or abuse of any service described herein by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service, or device. In the case of 800 service, this also applies to third parties who dial the Customer's 800 number by mistake.
- (H) Any action, such as blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unlawful use of its service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties. The liability provided for above, will, in each case, be in addition to any amounts that may otherwise be due the Customer under this Price List as a credit allowance for the interruption of service.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

- 2.3.2 The Company will have no liability to the Customer or any third party for any claims that a Prepaid Calling Card or its PIN has been lost, stolen, or fraudulently used. In no event will the Company be obligated to restore any Prepaid Calling Card account or otherwise reimburse any Cardholder for any calls charged to the Prepaid Calling Card account which such Cardholder denies having made.
- 2.3.3 If the Company issues a Prepaid Calling Card and the PIN will not access the Company's Service, the Company's sole liability will be the manufacturing and shipping costs associated with replacing such cards. This obligation is exclusive and is in lieu of all other warranties, express or implied, including but not limited to, any warranty of merchantability or fitness for a particular purpose. In no event will the Company be liable for special or consequential damages arising from the relationship or the conduct of business contemplated herein.
- 2.3.4 If Company chooses to subcontract the printing of the Prepaid Calling Cards, Company cannot be held liable for delays of delivery or any other problem(s) that are directly related to the subcontractor.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

- 2.3.5 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from or are caused by the use of facilities or equipment of Customer or related parties, will not result in the imposition of any liability whatsoever upon the Company. In addition, all of the service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties.
- 2.3.6 With respect to service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Price List, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.
- 2.3.7 The Company may rely on CAPS, LECs, DUCs, or other third parties to provide a portion of the Company's service.
- 2.3.8 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.
- 2.3.9 Under no circumstances whatsoever will the Company or its officers, agents, or employees be liable for indirect, incidental, special or consequential damages.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.10 The Company's will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:

- (A) Unavoidable interruption in the working of transmission facilities; or
- (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
- (C) 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 of any one or more of such governmental entity, or of any civil or military authority; or
- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or
- (E) Notwithstanding anything in this Price List to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.

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Boise, Idaho

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

- 2.3.11 The Company will use its best efforts to provide competent services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide service to its Customers, Cardholders, or End Users; negligent or defective services to Customers, Cardholders, or End Users; equipment, computer, network, or electrical malfunctions or any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.
- 2.3.12 In the event the Company or the DUC learn of possible fraudulent use of any Company services, the Company will make an effort to contact the Customer, but service may be terminated or blocked without notice and without liability to the Company.
- 2.3.13 The above 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

2.4 Use of Service

2.4.1 The service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of service. However, the Customer remains liable for all obligations under this Price List notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the service in a manner that could interfere with service provided to others or that could harm the facilities of the Company or others.

2.4.2 Service furnished by the Company may be arranged for joint use or authorized use. The joint user or authorized user will be permitted to use such service in the same manner as the Customer, but subject to the following conditions.

- (A) One joint user or authorized user must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all joint users or authorized users in the application for service. Service orders which involve the start, rearrangement or discontinuance of joint use or authorized use service will be accepted by the Company only from that Customer and will be subject to all regulations of this Price List.

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SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.2 (continued)

(B) All charges for the service will be computed as if the service were to be billed to one Customer. The joint user or authorized user which has been designated as the Customer will be billed for all components of the service and will be responsible for all payments to the Company. If designated Customer fails to pay the Company, each joint user or authorized user will be liable to the Company for all charges incurred as a result of its use of the Company's service. Each joint or authorized user must submit to the designated Customer a letter guaranteeing payment for the joint or authorized user's portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or authorized user understands that the Company will receive a copy of the guaranty from the designated Customer. The Customer will be responsible for allocating charges to each joint user or authorized user.

2.4.3 In addition to the other provisions in this Price List, Customers reselling service will be responsible for all interaction and interface with their own subscribers or customers. The provision of Company service will not create a partnership or joint venture between the Company and the Customer nor result in a joint offering to third parties.

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SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

- 2.4.4 Service furnished by the Company will not be used for any unlawful or fraudulent purposes such as use of electronic devices, invalid numbers, and false credit devices to avoid payment for service contained in this Price List either in whole or in part. Service furnished by the Company will not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another. Nor will service be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, or an enhanced or electronic service provider who has subscribed to the Company's service. However, this provision does not preclude an agreement between the Customer, authorized user, or joint user to share the cost of the service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.
- 2.4.5 A Customer of the Company's 800 service will provide not less than ten (10) business days' notice prior to implementation of special advertising or other new promotions likely to stimulate usage.

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Idaho P.U.C. No.1
Original Page 28

Issued: October 1, 1999
Effective: October 11, 1999

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

- 2.4.6 If a Customer of the Company's 800 service is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend service temporarily and/or deny requests for additional service. The Company will give the Customer ten (10) days' written notice via certified U.S. Mail, of intent to suspend or deny service due to such non-compliance.
- 2.4.7 The Customer will be billed directly by the LEC or CAP or any other authorized access provider for the Dedicated Access arrangements selected by the Customer for the provisioning of certain Company services.
- 2.4.8 The Company does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.4.9 The Company shall not release a Customer's 800 number Responsible Organization until the Customer has paid for all charges due to the Company. The Customer remains responsible for and will indemnify the Company for any and all liability resulting from or in any way arising from the Company's retention of the 800 number assigned to the Customer.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 The Customer will indemnify, defend, and hold the Company harmless from and against:

- (A) Any claim asserted against the Company (and all attorney fees and expenses incurred by the Company with respect thereto) arising out of or relating to the failure of the Company to provide service to Customers, Cardholders, or End Users.
- (B) Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting (1) from Customer (or its employees's agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Price List, misrepresentation of Company services or prices, or unauthorized or illegal acts of the Customer, its employees, agents, or independent contractor or (2) from claims by third parties that any Prepaid Calling Cards or PINs have been lost, stolen, or fraudulently issued or used; provided, however, that the Company will have no liability hereunder for special or consequential damages incurred by the Company; (3) or in the event that the Company chooses to have another company print their Prepaid Calling Cards, Company cannot be held liable for delays of delivery or any other problem that are directly to the third party.
- (C) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's material, data, information, or other content transmitted via service.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 (continued)

- (D) Violation by Customer of any other literary, intellectual, artistic, dramatic, or musical right.
- (E) Violations by Customer of the right to privacy.
- (F) Any other claims whatsoever relating to or arising from message content or the transmission thereof.
- (G) All other claims arising out of any act or omission of the Customer in connection with service provided by the Company.
- (H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision of service, where such loss, claim, demand, suit, action, or liability is not the direct result of the Company's negligence or willful misconduct.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.2 If a Customer directly or indirectly authorizes third parties to use the service, the Customer will indemnify and hold the Company harmless against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties.
- 2.5.3 If a Prepaid Calling Card has a customized design, the design will be subject to the Company's review and approval, in the Company's sole discretion. The Company will deliver to the Customer a prototype of a customized Prepaid Calling Card. The Customer will advise the Company, in writing, of its approval of, or request for revisions of, such prototype prior to the Company's fulfillment of the Customer's order. Any such requested revisions to the customized design will be subject to the Company's approval.
- 2.5.4 Upon the Customer's receipt of Company Prepaid Calling Cards, the Customer will assume all risk of loss or misuse of such Prepaid Calling Cards.
- 2.5.5 If Dedicated Access is a required condition for subscribing to one of the Company's services, the Customer is responsible for obtaining the Dedicated Access.
- 2.5.6 The Customer is responsible for payment of all charges for Company service(s) regardless of whether the Customer's facilities were fraudulently used.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.7 If the presubscription of any line of a Reseller is unauthorized, the Company may charge the Reseller for the unauthorized presubscription change charges plus all additional charges imposed and costs incurred. The Reseller is financially liable for all lines at all locations until such time as the lines and/or locations are presubscribed to a different interexchange carrier. In instances where the Reseller has presubscribed lines and/or locations to its service without proper authorization, the Reseller must:

- (A) Inform the premises owner/occupant at each location of the unauthorized change in IXCs; and
- (B) Insure that each such location is returned to the IXC of choice; and
- (C) Pay all applicable conversion charges.

2.5.8 In the event of non-payment by a Reseller's end user, the Company may be requested by the Reseller to block such end user's location because of non-payment of charges. The Reseller must certify that proper notice has been given to the premises owner/occupant at such location. Proper notice must meet state and federal rules for blocking service due to non-payment. The Reseller is responsible for all costs incurred to disconnect or block the location from service(s).

PT-1 Communications, Inc.
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Idaho P.U.C. No.1
Original Page 33

Issued: October 1, 1999
Effective: October 11, 1999

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.9 In addition to the other provisions in this Price List, Resellers will be responsible for securing and maintaining all necessary state certifications and tariffs and F.C.C. tariffs for operating as a Reseller and for complying with the rules and regulations as set forth by the Commission. Further, the Reseller also assumes full responsibility for complying with the Communications Act and the rules, regulations, and decisions of the Federal Communication Commission. Failure to comply with any term, rule, or regulation of this Price List may result in the Company immediately and irrevocably terminating service(s) without incurring any liability. Notification of termination of service(s) may be done in person or in writing.

Idaho Public Utilities Commission
Office of the Secretary
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OCT 11 1999

Boise, Idaho

SECTION 2 - RULES AND REGULATIONS

2.6 Application For Service

To obtain service other than the Company's Prepaid Calling Card service, the Applicant must sign and complete a service agreement and sign a letter of agency. The Applicant must also establish credit satisfactory to the Company as provided in Paragraph 2.7.

2.7 Establishment of Credit

2.7.1 Applicant

For all services except for the Company's Prepaid Calling Card service, the Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed application, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires. In the case of a business Customer, the Company may, at its discretion, require personal guarantees from the Customer's owners or officers of all Customer's liabilities and obligations to the Company. In the case of refusal to establish service, the Company shall notify the Applicant in writing of the reason for such refusal.

2.7.2 Customer

If the conditions of services or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

OCT 11 1999

Boise, Idaho

PT-1 Communications, Inc.
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Idaho P.U.C. No.1
Original Page 35

Issued: October 1, 1999
Effective: October 11, 1999

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits

2.8.1 General

Any Applicant whose credit is not acceptable to the Company as provided in Paragraph 2.7 hereof may be required to make a deposit to be held by Company as a guarantee of payment for service provided under this Price List. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by the Company if the conditions of service or the basis on which credit was originally established have materially changed.

2.8.2 Amount of Deposit

The amount of any deposit will not exceed the estimated charges for two months' Service. The Company will determine the amount of the deposit.

2.8.3 Interest on Deposits

The Company will pay interest on deposits according to the Commission's rules and regulations.

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

OCT 11 1999

Boise, Idaho

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits (continued)

2.8.4 Return of Deposit

A deposit will be returned:

- When an application for service has been canceled prior to the establishment of service.
- At the end of one year of satisfactory payments for service.
- Upon discontinuance of service.

Notwithstanding the foregoing, prior to the return, deposits will be applied to any outstanding charges to the Customer for service, and only the excess, if any, will be returned.

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

OCT 11 1999

Boise, Idaho

PT-1 Communications, Inc.
John J. Klusaritz, General Counsel
30-50 Whitestone Expressway
Whitestone, New York 11354

Idaho P.U.C. No.1
Original Page 37

Issued: October 1, 1999
Effective: October 11, 1999

SECTION 2 - RULES AND REGULATIONS

2.9 Payment For Services

- 2.9.1 Bills are rendered monthly and are due upon receipt. Charges are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, or electronic wire transfer. Checks should be made payable as named on the bill and should be sent to the address as listed on the bill.
- 2.9.2 The billing period is one month. Invoices are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. Charges may be assessed for unbilled traffic up to two years in arrears.
- 2.9.3 If a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bills in cash or the equivalent of cash.
- 2.9.4 Customers who present an undue risk may be required at any time to provide the Company such other assurances of, or security for, the payment of the Company's charges for its services as the Company may deem necessary, including, without limitation, deposits for service, third party guarantees of payment, pledges or other grants of security interests in the Customers' assets, and similar arrangements. The required deposit or other security may be increased or decreased by the Company as it deems appropriate in the light of changing conditions.
- 2.9.5 In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors: (A) the Customer's payment history (if any) with the Company and its affiliates, (B) Customer's ability to demonstrate adequate ability to pay for the service, (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, and (D) information relating to Customer's management, owners and affiliates (if any).

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

OCT 11 1999

Boise, Idaho

Issued: October 1, 1999
Effective: October 11, 1999

SECTION 2 - RULES AND REGULATIONS

2.9 Payment For Services (continued)

- 2.9.6 All charges for Prepaid Calling Card Services must be paid in advance. No Prepaid Calling Card PIN will be activated until payment, in U. S. Dollars and in full, has been received by the Company. If the Customer pays via check, the PIN is activated after the check clears the bank.
- 2.9.7 Disputes with respect to charges must be presented to the Company in writing within three (3) years from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer. Written responses must be sent to the Company's customer service organization as per Paragraph 2.10.
- 2.9.8 In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

OCT 11 1999

Boise, Idaho

SECTION 2 - RULES AND REGULATIONS

2.10 Customer Service

2.10.1 General

Customer service may be contacted in writing at 30-60 Whitestone Expressway, Whitestone, New York 11354.

2.10.2 Customers Subscribing to Prepaid Calling Card Service

Customers may contact customer service by dialing a toll-free 800 number. The 800 number is listed on the Prepaid Calling Card. Customer service representatives are available 8:00 AM to 9:00 PM eastern time seven days a week excluding holidays.

2.10.3 Customers Subscribing to All Other Services

Customers may contact customer service by dialing a toll-free 800 number, (800) 658-2200. The 800 number is listed on the bill. Customer service representatives are available 8:00 AM to 9:00 PM eastern time seven days a week excluding holidays. After hours and on holidays, the Customer may reach a Company representative by using a pager.

2.10.4 Billing Inquiries

Billing inquiries must be submitted to the Company in writing. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may request the Commission to investigate the charges. The Commission may be contacted at 472 W. Washington, Boise, IL 83720-0074, 1-800-432-0369. The Company will not terminate Service or collect interest on an amount that is in dispute.

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

OCT 11 1999

Boise, Idaho

SECTION 2 - RULES AND REGULATIONS

2.11 Cancellation By Customer

2.11.1 General

A Customer may cancel service by giving thirty (30) days' written notice to the Company. Such notice should be addressed to the Company's customer service organization at the address specified in Paragraph 2.10.

2.11.2 Customer With Switched Access

(A) Customer Provisioned Via The DUC

Cancellation of the Customer's service will be effective when the LEC changes the PIC code or when the DUC or CAP cancels the service.

(B) Customer Provisioned Via The Company

Cancellation of the Customer's service will be effective when the LEC changes the PIC code or when the Company cancels the service.

SECTION 2 - RULES AND REGULATIONS

2.11 Cancellation By Customer (continued)

2.11.3 Customer With Dedicated Access

(A) Customer Provisioned Via The DUC

Cancellation of the Customer's service will be effective when the DUC cancels the service offered by the Company or when the Customer's Dedicated Access facilities are moved to another carrier.

(B) Customer Provisioned Via The Company

Cancellation of the Customer's service will be effective when the Company cancels the service or when the Customer's Dedicated Access facilities are moved to another carrier.

SECTION 2 - RULES AND REGULATIONS

2.12 Cancellation By Company

The Company may terminate service to the Customer upon five (5) days' written notice to the Customer for any condition listed in Paragraph 2.2.5. If the Company delivers the notice to the Customer's premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known address and mailed first class or some type of express over night delivery. The selection of the method of delivering the notice is made by the Company. Service will not be terminated by the Company when a complaint is pending with the Commission or if the Customer and the Company have entered into a payment plan agreement.

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

2.13 Timing of Calls

Timing of 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. Chargeable time ends when one of the parties disconnects from the call. There are no billing charges applied to incomplete calls.

2.14 Rate Periods

There are two rate periods. They are peak and off-peak. The peak rate period is 8:00 AM to but not including 5:00 PM, Monday through Friday. The off peak rate period is all other times.

SECTION 2 - RULES AND REGULATIONS

2.15 Initial and Additional Period

Calls are billed in various increments depending on the service subscribed to by the Customer. For all services, fractions of an increment are rounded up to the next highest increment. Initial period and additional period are shown for each service in the rate tables.

2.16 Rounding

2.16.1 All calls are billed in the billing increments as set forth in the description for each service. Calls that terminate between increments will be rounded to the next highest increment. For example, a call with a 6 second increment lasting 35 seconds will be rounded to 36 seconds, while a 37 second long call will be rounded to 42 seconds.

2.16.2 Once the call duration, in billing increments is computed, the appropriate per minute charges, as listed in the rate schedules will be applied to the call. Calls with charges that include a fraction of a cent will be rounded to the next highest cent. For example, a Customer making a call with a computed charge of \$1.434 will be charged \$1.44.

SECTION 2 - RULES AND REGULATIONS

2.17 Rate Periods

Unless otherwise specified by individual Service Description, all rates set forth in this tariff are based on the following rate periods:

2.17.1 Day: The daytime rate period is in effect 8:00 AM local time through 4:59:59 PM local time, Monday through Friday.

2.17.2 Evening: The evening rate period is in effect 5:00 PM through 10:59:59 PM local time, Sunday through Friday, and all day on the following holidays (unless a lower rate would normally apply):

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

2.17.3 Nights and Weekends: 11:00 PM through 7:59:59 AM local time, Sunday through Saturday, plus all day Saturday and Sunday until 4:59:59 PM.

PT-1 Communications, Inc.
John J. Klusaritz, General Counsel
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Idaho P.U.C. No.1
Original Page 45

Issued: October 1, 1999
Effective: October 11, 1999

SECTION 2 - RULES AND REGULATIONS

2.18 Taxes

2.18.1 General

In addition to the charges specifically pertaining to services, certain federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations.

2.18.2 Prepaid Calling Card Services

The rate per unit indicated in Section 4 of this Price List is inclusive of all surcharges, taxes, and fees.

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

OCT 11 1999

Boise, Idaho

SECTION 2 - RULES AND REGULATIONS

2.18 Taxes (continued)

2.18.3 All Other Services

All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in Section 4 of this Price List.

A Customer claiming tax exempt status must provide the Company with copies of all tax Exemption Certificates and documents required by the Company at the time service is ordered in order to be granted tax exempt status. Failure to provide the required documentation at the time service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's service and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Company is not liable for refunding the amount of the taxes paid the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of service.

SECTION 2 - RULES AND REGULATIONS

2.19 Fraud Control

If the Customer notifies the Company that a particular Prepaid Calling Card has been lost or stolen prior to the activation of its PIN, the Company will use its best efforts to ensure that such PIN is not activated.

2.20 Restoration of Services

The use and restoration of services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

2.21 Promotional Offerings

The Company may, from time-to-time, engage in special promotional service offerings designed to attract new Customers or to increase existing Customer's awareness of a particular service offering. These promotional offerings may apply only to certain service arrangements, and may be limited to certain dates, times, and/or locations. The Company will provide the Commission a ten (10) day advance notice of any promotion.

PT-1 Communications, Inc.
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Idaho P.U.C. No.1
Original Page 48

Issued: October 1, 1999
Effective: October 11, 1999

SECTION 2 - RULES AND REGULATIONS

2.22 Persons Designated As A Contact For The Commission Staff

2.22.1 Ongoing Operations of the Company

Helene Kidacy, V.P. of Operations
30-50 Whitestone Expressway, Whitestone, New York 11354
(718) 939-9000 ext 224 (718) 939-9998 helene@pt-1.com

2.22.2 Price List

John J. Klusaritz, General Counsel
30-50 Whitestone Expressway, Whitestone, New York 11354
(718) 939-9000 ext 254 (718) 939-9998 john@pt1.com

2.22.3 Complaints/Inquiries From Customer

Helene Kidacy, V.P. of Operations
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Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

OCT 11 1999

Boise, Idaho

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services

3.1.1 General

All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offering. All Switched Access services are only available in equal access areas. All Dedicated Access services are available statewide. The selection of the DUC is made by the Company.

3.1.2 Switched Access Services

(A) Primary Interexchange Carrier Service

Primary Interexchange Carrier Service is a non-prepaid inter-LATA and intra-LATA toll service available to business accounts, except hospitals, pay phones, hotels and inmate only facilities, that demonstrate sufficient credit-worthiness which is billed on the LEC bill. The Company serves as the Customer's Primary Interexchange Carrier ("PIC") for inter-LATA and intra-LATA toll service. Primary Interexchange Carrier Service customers are billed in arrears on a monthly basis.

The Customer may place calls only from a presubscribed switched access working telephone number where such access is made available at the sole discretion of the Carrier.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services (continued)

3.1.2 Switched Access Services (continued)

(A) Primary Interexchange Carrier Service (continued)

.1 Primary Interexchange Carrier Service - Plan A.

Customers who select Primary Interexchange Carrier Service - Plan A are billed in increments of one (1) minute.

.2 Primary Interexchange Carrier Service - Plan B.

Customers who select Primary Interexchange Carrier Service - Plan B are billed in initial increments of thirty (30) seconds, with additional billing increments of six (6) seconds.

.3 Primary Interexchange Carrier Service - Plan C.

Customers who select Primary Interexchange Carrier Service - Plan C are billed in initial increments of six (6) seconds, with additional billing increments of six (6) seconds.

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

OCT 11 1999

Boise, Idaho

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services (continued)

3.1.2 Switched Access Services (continued)

(A) Primary Interexchange Carrier Service (continued)

.4 Primary Interexchange Carrier Service - Plan D.

Customers who select Primary Interexchange Carrier Service - Plan D are billed in increments of one (1) minute, in addition to a monthly service charge.

.5 Primary Interexchange Carrier Service - Plan E.

Customers who select Primary Interexchange Carrier Service - Plan E are billed in initial increments of thirty (30) seconds, with additional billing increments of six (6) seconds, in addition to a monthly service charge.

.6 Primary Interexchange Carrier Service - Plan F.

Customers who select Primary Interexchange Carrier Service - Plan F are billed in initial increments of six (6) seconds with additional billing increments of six (6) seconds, in addition to a monthly service charge.

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

OCT 11 1999

Boise, Idaho

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services (continued)

3.1.2 Switched Access Services (continued)

(B) Prepaid Primary Interexchange Carrier Service

Prepaid Primary Interexchange Carrier Service is inter-LATA and intra-LATA toll service available to residential and business accounts, except hospitals, pay phones, hotels and inmate only facilities. The Company serves as the Customer's Primary Interexchange Carrier ("PIC") for inter-LATA and intra-LATA toll service.

Prepaid Primary Interexchange Carrier Service is a prepaid telephone service that allows Customers to obtain a predetermined amount of access to the Company's telephone services. The services is a dollar based service, meaning that there is a fixed amount of dollars (i.e., \$5, \$10, \$20, \$50, or some other denomination) available to the Customer who purchases the service.

The Customer dials a domestic terminating number and hears recorded messages that guide the Customer through the Platform. The Platform validates the Customer's PIN, determines whether sufficient time or value remains on the account and, if so, completes the call to the called telephone number dialed by the Customer. The Customer is verbally informed of the available balance of the account.

Issued: October 1, 1999
Effective: October 11, 1999

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services (continued)

3.1.2 Switched Access Services (continued)

(B) Prepaid Primary Interexchange Carrier Service (continued)

Calls are real-time rated during call progression. The total price of each call, including applicable taxes, is calculated on the basis of usage and is deducted from the available account balance associated with each account. The Platform decrements the Customer's account balance as the Customer conducts a call. The Customer receives a warning tone in accordance with the rate per call destination one minute before the balance reaches zero. Calls in progress will be terminated when there is an insufficient balance to continue the call.

The Customer may place calls only from a presubscribed switched access working telephone number where such access is made available at the sole discretion of the Carrier.

Customer account balances may be increased at any time during business hours or via an alternate automated system if and when such a system becomes available. Once an account is exhausted, however, the Customer cannot complete intra-LATA or inter-LATA toll calls using the Company's Primary Interexchange Carrier Service until additional service is purchased. The Company offers twelve different Prepaid Primary Interexchange Carrier Service payment plans.

Rate schedules for this service are based on the following rate periods:

Day: 7:00 A.M. through 6:59:59 P.M.

Night: 7:00 P.M. through 6:59:59 A.M.

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

OCT 11 1999

Boise, Idaho

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services (continued)

3.1.2 Switched Access Services (continued)

(B) Prepaid Primary Interexchange Carrier Service (continued)

.1 Prepaid Primary Interexchange Carrier Service - Plan A.

Customers who select Prepaid Primary Interexchange Carrier Service - Plan A are billed in increments of one (1) minute.

.2 Prepaid Primary Interexchange Carrier Service - Plan B.

Customers who select Prepaid Primary Interexchange Carrier Service - Plan B are billed in initial increments of thirty (30) seconds with additional billing increments of six (6) seconds.

.3 Prepaid Primary Interexchange Carrier Service - Plan C.

Customers who select Primary Interexchange Carrier Service - Plan C are billed in initial increments of six (6) seconds, with additional billing increments of six (6) seconds.

.4 Prepaid Primary Interexchange Carrier Service - Plan D.

Customers who select Prepaid Primary Interexchange Carrier Service - Plan D are billed in increments of one (1) minute, in addition to a monthly service charge.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services (continued)

3.1.2 Switched Access Services (continued)

(B) Prepaid Primary Interexchange Carrier Service (continued)

.5 Prepaid Primary Interexchange Carrier Service - Plan E.

Customers who select Prepaid Primary Interexchange Carrier Service - Plan E are billed in initial increments of thirty (30) seconds, with additional billing increments of six (6) seconds, in addition to a monthly service charge.

.6 Prepaid Primary Interexchange Carrier Service - Plan F.

Customers who select Primary Interexchange Carrier Service - Plan F are billed in initial increments of six (6) seconds with additional billing increments of six (6) seconds, in addition to a monthly service charge.

Issued: October 1, 1999
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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services (continued)

3.1.2 Switched Access Services (continued)

(C) Non-Primary Interexchange Carrier Service

Non-Primary Interexchange Carrier Service is inter-LATA and intra-LATA toll service available to businesses, except hospitals, payphones, hotels and in-mate only facilities, and residences that demonstrate credit-worthiness. Non-Primary Interexchange Carrier Service is available via a 10XXX or 101XXXX access code. Billing for Non-Primary Interexchange Carrier Service is completed through the Customer's LEC. Non-Primary Interexchange Carrier Service Customers are billed in arrears. If the Customer uses a calling plan with a monthly recurring charge, that monthly charge is charged for every billing or calendar month in which a customer uses the service as defined by placing a call from a working telephone number.

D
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|
|
D

Rate schedules for this service are based on the following rate periods:

D/M

Day: 7:00 A.M. through 6:59:59 P.M.

Night: 7:00 P.M. through 6:59:59 A.M.

|
|
|
D/M

.1 Non-Primary Interexchange Carrier Service - Plan J

Customers who select Non-Primary Interexchange Carrier Service - Plan J are billed in increments of one (1) minute, in addition to a monthly service charge.

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

OCT 11 1999

Boise, Idaho

Issued: October 1, 1999
Effective: October 11, 1999

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services (continued)

3.1.3 Dedicated Access Services

(A) PT-1 Direct

PT-1 Direct is an outbound only, long distance pricing plan for Customers that utilize Dedicated Access to reach the Company's switch or the DUC's POP. The Customer is responsible for obtaining the Dedicated Access required to provision this service. PT-1 Direct is available to Business Customers. There are three rate levels depending on AATU at the time the order for service is provisioned by the Company.

Rate Level	AATU
1	Less Than \$50,000
2	\$50,000 But Less Than \$100,000
3	\$100,000 & Above

If the Customer's average monthly usage decreases to below 50% of AATU, the Company reserves the right to change the Customer's rate level. For the purpose of determining average monthly usage, a partial billing month is not used in the calculation. Average monthly usage is calculated using a minimum of three full months' billing.

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

OCT 11 1999

Boise, Idaho

