

TITLE SHEET

RESOLD TELECOMMUNICATIONS SERVICES

This tariff applies to the Resold Telecommunications Services furnished by Primus Telecommunications, Inc. ("Primus" or "Carrier") between one or more points in the State of Idaho. This tariff is on file with the Public Utilities Commission of Idaho, and copies may be inspected, during normal business hours, at Carrier's principal place of business, 1700 Old Meadow Drive, 3rd Floor, McLean, Virginia, 22102 (703) 902-2800.

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

JAN 12 2003

Boise, Idaho

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CHECK SHEET

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

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	31	Original
2	Original	32	Original
3	Original	33	Original
4	Original	34	Original
5	Original	35	Original
6	Original	36	Original
7	Original	37	Original
8	Original	38	Original
9	Original	39	Original
10	Original	40	Original
11	Original	41	Original
12	Original	42	Original
13	Original	43	Original
14	Original	44	Original
15	Original	45	Original
16	Original	46	Original
17	Original	47	Original
18	Original	48	Original
19	Original	49	Original
20	Original	50	Original
21	Original	51	Original
22	Original	52	Original
23	Original	53	Original
24	Original	54	Original
25	Original	55	Original
26	Original	56	Original
27	Original	57	Original
28	Original	58	Original
29	Original	59	Original
30	Original	60	Original

* New or Revised

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CHECK SHEET (Cont'd)

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
61	Original	96	Original
62	Original	97	Original
63	Original	98	Original
64	Original	99	Original
65	Original	100	Original
66	Original	101	Original
67	Original	102	Original
68	Original	103	Original
69	Original	104	Original
70	Original	105	Original
71	Original	106	Original
72	Original	107	Original
73	Original	108	Original
74	Original	109	Original
75	Original	110	Original
76	Original	111	Original
77	Original	112	Original
78	Original	113	Original
79	Original	114	Original
80	Original	115	Original
81	Original	116	Original
82	Original	117	Original
83	Original	118	Original
84	Original	119	Original
85	Original	120	Original
86	Original	121	Original
87	Original	122	Original
88	Original	123	Original
89	Original	124	Original
90	Original		
91	Original		
92	Original		
93	Original		
94	Original		
95	Original		

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JAN 12 2003

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TABLE OF CONTENTS

CHECK SHEET..... 2

TABLE OF CONTENTS..... 4

SYMBOLS 5

TARIFF FORMAT 6

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS..... 7

SECTION 2 - RULES AND REGULATIONS 9

SECTION 3 - DESCRIPTION OF SERVICES..... 30

SECTION 4 - RATES..... 40

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS 44

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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 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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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. 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 their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a tariff filing is made with the 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 pages 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 the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

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

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

Carrier - Refers to Primus Telecommunications, Inc.

Commission - Refers to the Public Utilities Commission of Idaho.

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

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

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

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Off Peak - Refers to Monday – Friday 6:00 p.m. until 5:59 a.m. and any time on Saturday or Sunday.

On-Net Customer - Refers to Customers within the following LATAs: 132, 236, 238, 240, 460, 723, 730, 726, and 732.

Peak - Refers to Monday – Friday 6:00 a.m. until 5:59 p.m.

Residential Telephone Service – Refers to telecommunication service furnished and maintained at a dwelling primarily for personal or domestic purposes and not for business, professional or institutional purposes, *i.e.*, service provided to residential customers as defined in Section 62-603(9), Idaho Code.

Small Business Telephone Service – Refers to telecommunication service furnished to a business or institutional entity, whether an individual, partnership, corporation, association or other business or institutional form, for occupational, professional, or institutional purposes, to customers who do not subscribe to more than five (5) local access lines within a building, *i.e.*, service provided to small business customers as defined in Section 62-603(11), Idaho Code.

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

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

Travel Card - A credit calling card issued by Carrier which allows Subscribers and/or Users to make telephone calls and charge the calls to a credit account. Calls charged to a Carrier-issued credit travel card will appear on the Subscriber's regular monthly bill.

User - The person(s) utilizing Carrier's services.

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SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Carrier for telecommunications between points within the State of Idaho. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 Carrier'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) 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 Carrier 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 Carrier.
- 2.1.4 The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.
- 2.1.5 Carrier's failure to insist upon strict performance of the terms of this tariff or to exercise any rights or remedies set forth in this tariff shall not waive any of Carrier's rights to require strict performance of such terms, to assert any of the same rights, or to rely on any such terms any time thereafter.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.2 Use of Services**

- 2.2.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Carrier's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.6 Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customer may not assign or transfer, at any time prior to or after the commencement of the service, the Customer's service or any rights or obligations thereunder without the prior written consent of Carrier which consent shall not be unreasonably withheld. An assignment shall be deemed to include any change of voting or management control of Customer. All regulations and conditions contained in this tariff shall apply to all such assignees or transferees, as well as all conditions for service. Any unauthorized assignment shall be null and void except as ratified by Carrier.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier

- 2.3.1 Except as otherwise stated in this section, the liability of the Carrier for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5.
- 2.3.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5, the Carrier shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 2.3.3 The liability of the Carrier 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.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.4 The Carrier 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 Carrier; or (3) common carriers or warehousemen;
- B. Any delay or failure of performance or equipment due to causes beyond the Carrier'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 Carrier; 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 Carrier'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 Carrier- provided facilities or services; or by means of the combination of Carrier-provided facilities or services with Customer-provided facilities or services;
- E. Breach in the privacy or security of communications transmitted over the Carrier's facilities;
- F. Changes in any of the facilities, operations or procedures of the Carrier 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 Carrier and is not provided to the Customer, in which event the Carrier's liability is limited as set forth in subsection 2.3.1 of this Section 2.3.
- 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;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.4. (Cont'd)

- H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Carrier's facilities;
- I. Any intentional, wrongful act of a Carrier 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 act or omission in connection with the provision of 911, E911, or similar services;
- L. Any noncompletion of calls due to network busy conditions;
- M. Any calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.3 Liability of Carrier (Cont'd)**

2.3.5 The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the 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.

2.3.6 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the 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 equipment or facilities or the service.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

- 2.3.7 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- 2.3.8 THE SERVICES SET FORTH HEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. 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. PRIMUS' MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE SERVICE BETWEEN CUSTOMER AND PRIMUS SHALL NOT EXCEED THE ESTIMATED MONTHLY CHARGES AS CALCULATED BY PRIMUS FOR THE MONTH DURING WHICH SUCH LIABILITY ARISES.
- 2.3.9 The included tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.
- 2.3.10 If a third party solicits a Customer's order on behalf of Carrier or promotes or endorses to the Customer the use of service, or provides all or a portion of such service with, for, or on behalf of Carrier, or if a third party is involved in any other way, Carrier and such third party shall have no greater obligation or liabilities to such Customer, and such Customer shall have no greater rights or remedies against either Carrier or such third party, whether under contract, warranty, tort or any other grounds, than if such a third party had not been so involved.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber

- 2.4.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that Users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by Carrier on the Subscriber's behalf.
- 2.4.3 If required for the provision of Carrier's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber (Cont'd)

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

2.4.5 The Subscriber shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices.

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

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber (Cont'd)

- 2.4.6 The Subscriber must pay Carrier for replacement or repair of damage to the equipment or facilities of Carrier caused by negligence or willful act of the Subscriber, Users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.
- 2.4.7 The Subscriber must pay for the loss through theft of any Carrier equipment installed at Subscriber's premises.
- 2.4.8 The Subscriber is responsible for payment of the charges set forth in this tariff.
- 2.4.9 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.4.10 The Subscriber shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3 above, arising in connection with the provision of service by Carrier, and shall protect and defend Carrier from any suits or claims against Carrier and shall pay all expenses and satisfy all judgments rendered against Carrier in connection herewith. Carrier shall notify the Subscriber of any suit or claim against Carrier of which it is aware.
- 2.4.11 The Subscriber is responsible for all charges incurred as a result of availing itself of Carrier's services. The Subscriber shall reimburse Carrier for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by Carrier in collecting such charges.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Interruption, Discontinuation or Suspension of Services

2.5.1 General

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

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Interruption, Discontinuation or Suspension of Services (Cont'd)

2.5.2 Limitations on Allowances

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

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

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Interruption, Discontinuation or Suspension of Services (Cont'd)

2.5.2. Limitations on Allowances (Cont'd)

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

2.5.3 Application of Credits for Interruptions of Service

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

2.5.4 Discontinuation or Suspension of Service by Carrier

- A. In addition to any other remedies available to Carrier, Carrier may deny or terminate local exchange service to a Subscriber or Applicant without the Subscriber's or Applicant's permission, but only after adequate notice has been given in accordance with Commission rules, for any of the following reasons:
 - (1) *Subscriber did not pay undisputed delinquent bills.* The Subscriber or Applicant did not pay undisputed delinquent bills for local exchange services or paid a delinquent bill for local exchange services with any dishonored check.
 - (2) *Subscriber failed to make a security deposit.* The Subscriber or Applicant failed to make a security deposit, when one is required.
 - (3) *Subscriber failed to abide by terms.* The Subscriber or Applicant failed to abide by the terms of a payment arrangement.
 - (4) *Subscriber misrepresented identity.* The Subscriber or Applicant misrepresented the Subscriber's or Applicant's identity for the purpose of obtaining telephone service.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5.4 Discontinuation or Suspension of Service by Carrier (Cont'd)

A. (Cont'd)

- (5) *Subscriber is willfully wasting or interfering with service.* Carrier determines as prescribed by relevant state or other applicable standards that the Subscriber or Applicant is willfully wasting or interfering with service through improper equipment or otherwise.
- (6) *Subscriber is using service(s) for which the Subscriber or Applicant did not apply.*

B. A telephone company may deny or terminate a service or all services without prior notice to the Subscriber or Applicant and without the Subscriber's or Applicant's permission for one (1) or more of the following reasons:

- (1) *Dangerous condition.* 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.
- (2) *Ordered to terminate service.* Carrier is ordered to terminate service by any court, the Commission, or any other duly authorized public authority.
- (3) *Services obtained illegally.* The service(s) was obtained, diverted or used without the authorization or knowledge of Carrier.
- (4) *Subscriber unable to be contacted.* Carrier has tried diligently to meet the notice requirements of Rule 304, but has been unsuccessful in its attempt to contact the Subscriber affected.
- (5) *Misrepresentation of identity.* Subscriber has misrepresented Subscriber's identity for purposes of obtaining telephone service and has no or an inadequate security deposit on file with the company and has an outstanding bill exceeding one hundred (\$100) dollars.

2.5.5 If Subscriber terminates service as set forth above, in addition to any other remedies available to Carrier, the Subscriber shall pay to Carrier any amounts due as a result of such termination of service, including, without limitation, any specified discontinuance charges (as an early discontinuance fee and not as a penalty) the same as if the Subscriber had initiated termination of service. The Subscriber must pay all specified amounts within thirty (30) days of termination of service.

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JAN 12 2003

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Billing Arrangements

- 2.6.1 Carrier will render bills monthly. Payment is due within thirty (30) days after the Subscriber's receipt of its bill.
- 2.6.2 Carrier may impose a late payment charge not to exceed 1.5% on any bill not paid within thirty (30) days of the receipt. The penalty may be assessed only once on any bill for rendered service. A charge of \$15.00 may be imposed for returned checks.
- 2.6.3 To the extent that Customer has a minimum spend commitment (net of any applicable term plan or other discounts), then for that month if the total charges incurred by the Customer for all usage identified in the term plan as being contributory toward meeting the Customer's minimum spend commitment for any monthly billing period are not at least equal to the difference between the Customer's minimum spend commitment and the total amount of net usage charges, then for that month the Customer shall pay an additional charge (as a service underutilization charge and not as penalty) equal to the difference between the Customer's term plan minimum and the total amount of net usage charges for contributory usage incurred that month.

2.7 Validation of Credit

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

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JAN 12 2003

Boise, Idaho

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8 Contested Charges

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

- 2.8.1 First, the Subscriber may request, and Carrier will provide, 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 disconnect.) Primus customer service representatives can be contacted, toll-free, at 1-800-8PRIMUS.
- 2.8.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Subscriber may file an appropriate complaint with the Public Utilities Commission of Idaho. The Commission's address is:

Public Utilities Commission of Idaho
472 W. Washington
P.O. Box 83726
Boise, Idaho 83702
1-800-432-0369

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JAN 12 2003

Boise, Idaho

SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.9 Billing Entity Conditions**

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

2.10 Deposits

2.10.1 Carrier may demand or hold a deposit from any current Residential Subscriber or Applicant for service if Carrier has proof that the Residential Subscriber or Applicant for service is likely to be a credit risk or to damage the property of Carrier. Carrier may also demand or hold a deposit under this rule as a condition of service if one or more of the following criteria apply:

- A. The Subscriber or Applicant has outstanding a prior Residential service account with any telephone company that accrued within the last four (4) years and at the time of application for service remains unpaid and not in dispute;
- B. The Subscriber's or Applicant's service from any telephone company has been temporarily denied or terminated within the past four (4) years for one (1) or more of the following reasons:
 - (1) Non-payment of any undisputed delinquent bill;
 - (2) Misrepresentation of the Subscriber's or Applicant's identity for the purpose of obtaining telephone service;
 - (3) Failure to reimburse the telephone company for damages due to negligent or intentional acts of the Subscriber; or
 - (4) Obtaining, diverting or using telephone service without the authorization or knowledge of the telephone company.
- C. The Applicant does not have verifiable previous telephone service that was in existence for a period exceeding twelve (12) months and does not pass an objective credit screen.
- D. Information provided by the Applicant is materially false or materially misrepresentative of the Applicant's true status.
- E. The Applicant requests service at a residence where a prior subscriber still resides and where any balance for service to that prior subscriber incurred at that location is past due or owing.

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Boise, Idaho

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.10 Deposits (Cont'd)

2.10.2 Carrier may demand or hold deposits as a condition of service from any current Business Customer or Applicant for Business service that does not fall under the category of Small Business or Residential Customer. Such deposits will be required as determined by the Carrier on a case-by-case, nondiscriminatory basis, in accordance with Commission rules.

2.10.3 Carrier may demand or hold deposits as a condition of service from any current Small Business Customer or Applicant for Small Business service if one (1) or more of the following criteria apply:

- A. Any of the conditions pertaining to Residential Subscribers listed in 2.10.1 above are present;
- B. The Applicant has not had previous service with Carrier;
- C. The Subscriber was delinquent in payment two (2) or more times in the previous twelve (12) months.

2.10.4 If an Applicant for service or a Subscriber, either residential or a Small Business, has sought any form of relief under the Federal Bankruptcy Laws, has been brought within the jurisdiction of the bankruptcy court for any reason in an involuntary manner, or has had a receiver appointed in a state court proceeding, then a deposit may be demanded as allowed by the Federal Bankruptcy Act of 1978, and in particular 11 U.S.C. 366, or as directed by the state court.

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JAN 12 2003

Boise, Idaho

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.11 Taxes

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate items and are not included in the quoted rates. Gross receipts tax will not be billed as a separate line item. Carrier reserves the right to adjust its rates and charges, or impose additional rates and charges on its Customers pursuant to charges imposed on Carrier by an order, rule, or regulation of the Federal Communications Commission ("FCC") or other governmental (or quasi-governmental) authority in support of statutory or regulatory programs, including but not limited to Universal Service Fund, Presubscribed Interexchange Carrier Charge, and payphone service provider compensation.

2.12 Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate no greater than P.01.

2.13 Promotions

Carrier may from time to time offer promotional services.

2.14 Calculation of Usage Rates

Billing for calls placed over Carrier's network is based in part on the duration of the call. Billing is in increments, with a minimum call length of not less than six seconds. Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch. A call is terminated when either party (called or calling) hangs up. Upon request of the Subscriber, credit will be provided for uncompleted calls/wrong numbers. Any fractional portion of a call is rounded up to the next highest billing increment. Fractions of a cent are rounded up to the next whole cent.

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JAN 12 2003

Boise, Idaho

SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.14 Calculation of Usage Rates (Cont'd)****2.14.1 Calculation of Distance**

- A. Usage charges are based the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involve, as specified in AT&T Tariff F.C.C. No. 10 or its successor document.
- B. Step 1- Obtain the "V" and "H" coordinates for the rate center of the originating and the destination points.
- C. Step 2 - Obtain the difference between the "V" coordinates and the difference between the "H" coordinates.
- D. Step 3 - Square the differences obtained in Step 2.
- E. Step 4 - Add the square of the "V" difference and "H" difference obtained in Step 3.
- F. Step 5 - Divide the sum of the square obtained in Step 4 and by ten (10). Round to the next higher whole number if an fraction results from the division.
- G. Step 6 - Obtain square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating rate centers of the cell.

Formula:

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_2)^2}{10}}$$

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JAN 12 2003

Boise, Idaho

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.14 Calculation of Usage Rates (Cont'd)

2.14.2 Timing of Calls

2.14.2.1 Timing for all 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.

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

2.14.2.3 Minimum call duration for billing purposes is thirty (30) seconds, unless otherwise specified in the individual rate schedules of this tariff.

2.14.2.4 Calls are measured and billed in increments, with a minimum call increment of six (6) seconds. Any partial increment is rounded up to a full increment.

2.14.3 Time-Of-Day Rate Periods

Unless otherwise specified in Section 5, none of Primus's offerings are presently time-of-day sensitive.

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JAN 12 2003

Boise, Idaho

SECTION 3 - DESCRIPTION OF SERVICES**3.1 General Description of Services**

Carrier provides interexchange and where allowed, intraLATA toll telecommunications services, including switched and dedicated access long distance communications service. Calls are rated based on the duration of the call.

Switched network service are designed for business and residential use. Calls are billed in increments with a minimum increment of six (6) seconds. The minimum call duration for billing purposes is thirty (30) seconds. No minimum commitment is required. Calls originate from Customer-provided standard business or residential switched access lines. Presubscribed service is available from equal access originating end offices only. Travel service calls may be made from any area in the state.

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SECTION 3 - DESCRIPTION SERVICES (Cont'd)

3.2 Global Passport Card

Global Passport Card service is available to business Customers of Carrier's long distance services. Customers will reach Carrier's network via a toll free number. A Customer who elects to use this service will pay the tariffed rates for calls charged to the card. Charges for such calls appear on the Customer's regular monthly bill.

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Boise, Idaho

SECTION 3 - DESCRIPTION SERVICES (Cont'd)**3.3 Spectra Basic Service**

Spectra Basic Service consists of switched outbound calling plans targeting business Customers with an estimated minimum monthly usage of at least \$50.00. Calls are billed in six (6) second increments following a minimum billing period of six (6) seconds. There are no minimum monthly usage requirements; however, Customers spending less than \$50.00 will be billed a monthly charge of \$5.00. Intrastate service is offered in conjunction with Interstate service.

3.4 Spectra Dedicated Service

Spectra Dedicated Service is a combined dedicated T1 access outbound and inbound calling plan targeting business Customers with an estimated minimum monthly usage of at least \$2,500.00. Calls are billed in six (6) second increments following a minimum billing period of six (6) seconds. Intrastate service is offered in conjunction with Interstate service.

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Boise, Idaho

SECTION 3 - DESCRIPTION SERVICES (Cont'd)**3.5 Global Access Direct Service**

Global Access Direct Service is an outbound calling plan that is accessed via a Company-designated toll-free access number. Calls are billed in six (6) second increments following a minimum billing period of thirty (30) seconds. There are no minimum monthly usage requirements, however, Customers spending less than \$50.00 will be billed a monthly charge of \$5.00. The plan does not require that the Customer be presubscribed to Primus, nor does it require an authorization code. The plan only requires that the calling number be recognized as belonging to Global Access Direct subscriber. Calls from non-equal access areas, cellular phones, or any other form of call origination that fails to deliver automatic number identification (ANI) to Primus, will be blocked. Intrastate service is offered in conjunction with Interstate service. The company reserves the right to periodically review its usage records to ensure that Customers are subscribed to the plans that best align with their demonstrated volumes.

3.6 Primus Passport Postpaid Service

Primus Passport Postpaid Service is available in conjunction with other Primus services, or as a stand-alone offering. The service is typically used for originating telephone calls while away from home or office. Service is accessed by dialing the Company-designated toll-free access number, a valid authorization code, and the destination number. Depending on the rate plan, calls are either billed in (a) six (6) second increments following a minimum billing period of thirty (30) seconds, or (b) sixty (60) second increments following a minimum billing period of sixty (60) seconds. Intrastate service is offered in conjunction with Interstate service.

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Boise, Idaho

SECTION 3 - DESCRIPTION SERVICES (Cont'd)**3.7 Spectra Toll-Free Service**

Spectra Toll-Free Service is a switched inbound calling plan targeted to Customers with an estimated minimum monthly usage of at least \$50.00. Calls are billed in six (6) second increments following a minimum billing period of six (6) seconds. There are no minimum monthly usage requirements. Intrastate service is offered in conjunction with Interstate service.

3.8 Spectra Dedicated Toll-Free Service

Spectra Dedicated Toll-Free Service is a combined dedicated T-1 inbound calling plan targeting business customers with an estimated minimum monthly usage of at least \$2,500.00. Calls are billed in six (6) second increments following a minimum billing period of six (6) seconds. Interstate service is offered in conjunction with interstate service.

3.9 LCR Best Business Service

LCR Best Business Service is a switched service designed for former business Subscribers of Primus' affiliate, Least Cost Routing, Inc. Calls are billed in sixty (60) second increments. No monthly minimum required.

3.10 SME 2000 Service

SME 2000 Service is a switched service designed for residential Subscribers only, with active international calling. Calls are billed in six (6) second increments. No monthly minimum required.

3.11 DVD 2000 Service

DVD 2000 Service is a switched service designed for both business and residential Subscribers with limited international calling. Calls are billed in six (6) second increments. No monthly minimum required

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Boise, Idaho

SECTION 3 - DESCRIPTION SERVICES (Cont'd)

3.12 SME Casual Caller Service

SME Casual Caller Service is a switched service designed for both business and residential users who make a small amount of long distance calls each month. Specifically, Customers who are not PICed to Primus using dial around services or have not established an account directly with Primus receive the rates associated with this Service. Calls are billed in sixty (60) second increments.

3.13 Business VoiceLink Service*

Business VoiceLink Service is a switched service designed for both business and residential Subscribers in which intrastate calls comprise the minority of all calls. Calls are billed in six (6) second increments. No monthly minimum required.

*Business VoiceLink Service has been grandfathered and is no longer available to new Subscribers.

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JAN 12 2003

Boise, Idaho

SECTION 3 - DESCRIPTION SERVICES (Cont'd)**3.14 Voice Solutions 1 Service***

Voice Solutions 1 Service is a switched service designed for both business and residential Subscribers. On average, the majority of these Subscribers' calls are intrastate toll calls. Calls are billed in six (6) second increments. No monthly minimum required.

3.15 TeraFon Service

TeraFon is a fully-integrated business service designed to meet the communication needs of businesses with outbound and/or inbound service requirements. TeraFon provides both switched and dedicated access capabilities. All services, switched and dedicated, inbound and outbound, are billed in six (6) second increments with a six (6) second minimum billing period.

TeraFon encompasses several pricing options (see section 4.15) with varying Minimum Monthly Revenue Commitments ("MMRC") that reflect common spending patterns of the business customer. International, interstate, intrastate and calling card calls contribute to the calculation of gross monthly usage associated with the corresponding MMRC. Directory assistance and operator service charges do not apply to the calculation of gross monthly usage.

The MMRC is applied to a single access type (switched or dedicated). The MMRC may be applicable to a single service type (outbound, inbound or travel) or to a combination of the three service types (outbound, inbound and travel). An account with inbound, outbound and travel service, utilizing the same access type, will only have one MMRC.

Each TeraFon account will benefit from a 90-day ramp-up period in which to accrue sufficient usage to meet the corresponding MMRCs. Once the ramp-up period has expired, customers billing less than the product MMRC will automatically be assessed a fee equivalent to the difference between actual gross usage and the pre-determined MMRC amount. Several TeraFon service options contain term plan agreements. Customers terminating service prior to the expiration date of their term plan agreement will be assessed the MMRC for the months remaining in the term plan agreement. The termination liability will be billed in one lump sum and payment is required within thirty (30) days of cancellation.

* Voice Solutions 1 Service has been grandfathered and is no longer available to new Subscribers.

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JAN 12 2003

Boise, Idaho

SECTION 3 - DESCRIPTION SERVICES (Cont'd)

3.15 TeraFon Service (Cont'd)

TeraFon 1000 Switched Service

This service is available to customers who commit to an MMRC of \$1000 per month and twelve (12) month term plan. TeraFon 1000 service affords both outbound and inbound calling capabilities over switched facilities. TeraFon 1000 inbound calls terminate over customer-provided business switched access lines.

TeraFon 5000 Switched Service

This service is available to customers who commit to an MMRC of \$5000 per month and twelve (12) month term plan.

3.16 Primus Select Services -- Switched

Primus Select Service--Switched is a switched service designed for businesses. This service is available to customers that enroll in a one (1) year term plan. Calls are billed in six (6) second increments.

3.17 Hello Greece Service

Hello Greece Service is a switched service designed for customers who make a large volume of calls to Greece. International and interstate services are offered in conjunction with intrastate service. Calls are billed in sixty (60) second increments. No monthly minimum is required.

*Hello Greece Service has been grandfathered and is no longer available to new subscribers.

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Boise, Idaho

SECTION 3 - DESCRIPTION SERVICES (Cont'd)**3.18 Primus ICM Residential Switch Service**

Primus Residential Switch Service is a dial 1 voice offering for residential customers and is offered in conjunction with interstate calling plans. Minimum long distance usage requirements are set forth in the applicable interstate calling plan. The billing increments for this product are sixty (60) seconds initial/minimum and sixty (60) second each additional increment.

3.19 Primus ICM Passport Card Service

Primus ICM Passport Card Service is offered in conjunction with the Primus Residential Switch Service and accompanying interstate/international calling plans. Customers will reach Carrier's network via a toll free number. A Customer who elects to use this service will pay the tariffed rates for calls charged to the card. Charges for such calls appear on the Customer's regular monthly bill.

3.20 Reserved for Future Use

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Boise, Idaho

SECTION 3 - DESCRIPTION SERVICES (Cont'd)

3.21 Reserved for Future Use

3.22 Directory Assistance

Long Distance Directory Assistance charges apply on either a per call or per minute basis for each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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JAN 12 2003

Boise, Idaho

SECTION 4 - RATES

4.1 Rate Schedules

This section sets forth the rates and charges applicable to Carrier's service offerings. Calling card calls from payphones may be subject to additional surcharges as described in Section 2.11. Where minimum usage and monthly charges may apply, they are specified in Section 3.

4.2 Global Passport Card Service

Rate Per Minute: \$0.0690

4.3 Spectra Basic Service

Rate Per Minute: \$0.2500

4.4 Spectra Dedicated Service Outbound

Rate Per Minute: \$0.1320

4.5 Global Access Direct Service

Rate Per Minute: \$0.099

4.6 Primus Passport & Postpaid Service

Rate Per Minute: \$0.1490

Per Call Surcharge: \$0.5000

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Boise, Idaho

SECTION 4 – RATES (Cont'd)

4.7	<u>Spectra Toll-Free Service</u>		
	Rate Per Minute:	\$0.2600	
4.8	<u>Spectra Toll Free Dedicated Service</u>		
	Rate Per Minute:	\$0.1460	
4.9	<u>LCR Best Business Service</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute:	\$ 0.200	\$ 0.1690
4.10	<u>SME 2000 Service</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute:	\$ 0.066	\$ 0.066
4.11	<u>DVD 2000 Service</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute:	\$ 0.066	\$ 0.066
4.12	<u>SME Casual Caller Service</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute:	\$0.4500	\$0.4500
4.13	<u>Business VoiceLink Service</u> *	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute	\$0.2200	\$0.2200
4.14	<u>Voice Solutions 1 Service</u> *	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute:	\$0.1200	\$0.1200

*Business VoiceLink and Voice Solutions 1 Services have been grandfathered and are no longer available to new Subscribers.

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SECTION 4 – RATES (Cont'd)

4.15 TeraFon Service

<u>TeraFon 1000 Switched Service</u>	<u>Outbound</u>	<u>Inbound</u>
Rate Per Minute:	\$0.1500	\$0.1500

<u>TeraFon 5000 Switched Service</u>	<u>Outbound</u>	<u>Inbound</u>
Rate Per Minute:	\$0.065	N/A*
*No Inbound Service		

4.16 <u>Primus Select Service – Switched</u>	<u>Outbound</u>	<u>Inbound</u>
Rate Per Minute:	\$0.0850	\$0.0850

4.17 <u>Hello Greece Service*</u>	<u>Outbound</u>	<u>Inbound</u>
Rate Per Minute:	\$0.3200	\$0.3200

*Hello Greece Service has been grandfathered and is no longer available to new subscribers.

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Boise, Idaho

SECTION 4 – RATES (Cont'd)

4.18	<u>Primus ICM Residential Switch Service</u>	<u>Peak</u>	<u>Off Peak</u>
	Rate Per Minute:	\$0.15	\$0.10
4.19	<u>Primus ICM Passport Card Service</u>	<u>Peak</u>	<u>Off Peak</u>
	Rate Per Minute:	\$0.25	\$0.25
	Surcharge Per Call:	\$0.50	
4.20	<u>Reserved for Future Use</u>		
4.21	<u>Reserved for Future Use</u>		
4.22	<u>Long Distance Directory Assistance</u>		
	<u>Service</u>		
	Spectra Basic	\$0.70 per minute	
	Spectra Dedicated	\$0.70 per minute	
	Tera Fon 1000	\$0.95 per inquiry	
	DVD 2000	\$0.95 per inquiry	
	SME Casual Caller	\$0.95 per inquiry	
	All other services	\$0.68 per inquiry	

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Boise, Idaho

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS**5.1 Application of Terms and Conditions.**

This Section 5 of the Tariff contains the regulations and charges that apply to the intrastate switched telecommunications services previously provided to Customers by Cable & Wireless USA, Inc. (C&W) between locations within the State of Idaho on the date of October 29, 2002, and are thereafter provided by Primus Telecommunications, Inc. ("Primus" or "Carrier") located at 1700 Old Meadow Road, 3rd Floor, McLean, VA 22102. All services referenced herein are grandfathered, and are not available to new Primus subscribers. To the extent that the terms and conditions set forth in Section 5.1 and 5.2 (except any terms and conditions regarding the calculation or application of rates) are (i) in direct conflict with those set forth in Section 2 of this Tariff, and (ii) are less favorable to the Customer, the terms and conditions of Section 2 of this Tariff shall apply.

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Boise, Idaho

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.2 General Rules And Regulations

5.2.1 Definitions

Access Carrier

Collectively means either the applicable local exchange carrier, or a competitive access provider, or other local access provider, or another interexchange carrier selected by Primus to provide the Access Facilities between the Customer's Premises and Primus' POP.

Access Facilities

All facilities that connect Customer's premises to Primus' POP.

ANI

Automatic Number Identification – Applies to the assigned number of the calling station for routing and billing purposes.

Authorization Code

A numerical code assigned to the Customer that enables Primus to identify use of Service on the Customer's account and to bill the Customer accordingly for such Service.

Authorization Form -- ("Auth Form")

A set of standard applicable order forms, specification sheets and other related documentation which include all pertinent billing, technical, and other descriptive information which, upon execution by the Customer and C&W, authorized C&W (and now Primus) to provide services as required.

Authorized User

An end user authorized by the Customer to use the Service.

Call Initiator

A party that prearranges a conference call.

Called Station

The station at which a call terminates.

Calling Station

The station from which a call is originated.

Card Holder

Customer or another authorized user, irrespective of whether such user is authorized or unauthorized by the Customer, who is in possession of a prepaid calling card and has the capability of completing a call and charging such call to the Customer account assigned to such card.

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Boise, Idaho

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.2 General Rules And Regulations (Cont'd)

5.2.1 Definitions (Cont'd)

Carrier

Primus Telecommunications, Inc. ("Primus") unless context indicates otherwise.

Collect Call

A billing arrangement where a call is billed to the called station.

Commission

Idaho Public Utilities Commission unless context indicates otherwise.

Conferee

An end user participating in a conference call.

Customer

The company, firm, corporation, or other entity which orders or uses the Service and, has agreed by signature or otherwise to honor the terms of Service herein, and is responsible for the payment of rates and charges for Service to all Customer locations and for compliance with Tariff regulations.

Holiday

Unless stated otherwise, recognized Holidays are: New Year's Day (January 1), Memorial Day (observed), Independence Day (July 4), Labor Day (observed), Thanksgiving Day (observed) and Christmas Day (December 25). For Operator Services, the Holidays are Christmas Day and New Year's Day only.

Main Account

For a multi-location Customer, the Customer account that is responsible for payment of charges for Service and has the authority to place orders for Service, modify Service and/or discontinue Service.

Minimum Monthly Usage Commitment ("MMUC")

The minimum monthly volume usage committed to by the Customer, at the time of execution of an Auth Form.

Operator Station

A call that is completed with an assistance of an operator and is billed to the calling party.

Person-to-Person

A call for which the person originating the call specifies to the operator a particular person, department or extension to be reached.

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Boise, Idaho

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.2 General Rules And Regulations (Cont'd)

5.2.1 Definitions (Cont'd)

Premises

The space designated by Customer as its place(s) of business for termination of Service for its own communications needs.

Service

Intrastate telecommunications Service provided by Primus throughout the State of Idaho, as described in this Tariff.

Service Start Date

The date on which the Service is first made operational and available by Primus for the Customer's use as described in this Tariff.

Special Access Surcharge

A surcharge imposed by an Access Carrier on dedicated facilities that terminate on the Premises and have been interconnected to the local exchange network.

Terminal Equipment

Telecommunications devices, apparatus and their associated wiring, such as teleprinters, telephone, telephone handsets or data sets.

Third Party Billing

Service option that allows a call to be billed to an account different from that of a calling or called party.

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Boise, Idaho

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.2 General Rules And Regulations (Cont'd)

5.2.2 Undertaking of Primus

Primus undertakes to install, operate and maintain the Service in accordance with the terms and conditions set forth in this Tariff.

5.2.3 Limitations Of Service

5.2.3.1 Service is available for resale by Customers who assume sole responsibility to provide all functions of providing such service to their customers.

5.2.3.2 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. Primus reserves the right not to provide Service to or from a location where the necessary facilities or equipment are not available.

5.2.3.3 Primus reserves the right to discontinue furnishing Service, in accordance with the terms of this Tariff.

5.2.3.4 Service and facilities furnished by Primus under this Tariff shall be used by the Customer only for lawful purposes, and in accordance with all applicable laws, rules and regulations and of Primus' rules of general application.

5.2.3.5 Service may be used for transmission of communications by the Customer and by the Authorized User.

5.2.3.6 Customer may not assign or transfer, at any time prior to or after the commencement of the Service, the Customer's Service or any rights or obligations thereunder without the prior written consent of Primus which consent shall not be unreasonably withheld. An assignment shall be deemed to include any change of voting or management control of Customer. All regulations and conditions contained in this Tariff shall apply to all such assignees or transferees, as well as all conditions for Service. Any unauthorized assignment shall be null and void except as ratified by Primus.

5.2.3.7 This Tariff shall not be construed such that Primus and the Customer could be considered as principal and agent, partners, or employer and employee.

5.2.3.8 Primus' failure to insist upon strict performance of the terms of this Tariff or to exercise any rights or remedies set forth in this Tariff shall not waive any of Primus' rights to require strict performance of such terms, to assert any of the same rights, or to rely on any such terms any time thereafter.

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Boise, Idaho

SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.2. General Rules And Regulations (Cont'd)

5.2.4 Liability

- 5.2.4.1 Customer shall defend, indemnify and hold Primus harmless from and against all third party claims, demands, actions, causes of action, judgments, costs and reasonable attorneys' fees and expenses of any kind or nature, for any and all damages of any kind arising from or related to any use of the Service or in connection with any Customer text which Primus, at Customer's request, prints onto Prepaid Calling Cards, or otherwise arising from the relationship with Primus.
- 5.2.4.2 Primus shall not be liable for, and is excused from, any failure or delay in performance that is due to acts of God, acts of civil or military authority, acts of the public enemy, war or threats of war, accidents, fires, explosions, earthquakes, floods, unusually severe weather, epidemics, or due to any other cause beyond Primus' reasonable control.
- 5.2.4.3 If a third party solicits a Customer's order on behalf of Primus or promotes or endorses to the Customer the use of Service, or provides all or a portion of such Service with, for, or on behalf of Primus, or if a third party is involved in any other way, Primus and such third party shall have no greater obligation or liabilities to such Customer, and such Customer shall have no greater rights or remedies against either Primus or such third party, whether under contract, warranty, tort or any other grounds, than if such a third party had not been so involved.
- 5.2.4.4 In the event that the Service or any portion thereof is unavailable to Customer due to a total or partial interruption of the Service, Primus' sole obligation, and Customer's sole and exclusive remedy, with respect to such interruption of Service shall be for Primus, if requested by Customer, to provide and for the Customer to receive a pro rata credit for the period and for the portion of the Service affected during which the Service or any part thereof was unavailable to Customer.
- 5.2.4.5 IN NO EVENT SHALL PRIMUS BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES. PRIMUS' MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE SERVICE OR THE APPLICABLE AUTH FORM(S) AND/OR SERVICE AGREEMENT(S) BETWEEN CUSTOMER AND PRIMUS SHALL NOT EXCEED THE ESTIMATED MONTHLY CHARGES AS CALCULATED BY PRIMUS FOR THE MONTH DURING WHICH SUCH LIABILITY ARISES.

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SECTION 5 - SERVICES FOR FORMER CABLE & WIRELESS USA CUSTOMERS (Cont'd)

5.2. General Rules And Regulations (Cont'd)

5.2.4 Liability (Cont'd)

5.2.4.6 Primus warrants that it shall provide its Service in accordance with the description of Service set forth in the applicable Auth Form and in accordance with this Tariff. Primus **DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES WITH RESPECT TO ANY CUSTOMER TEXT PRINTED ON A PREPAID CALLING CARD.**

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

5.2.4.8 No agents or employees of other carriers shall be deemed to be agents or employees of Primus.

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