

USA DIGITAL COMMUNICATIONS, INC.	Idaho Public Utilities Commission Office of the Secretary <b>ACCEPTED FOR FILING</b>  <b>JAN 8 - 2001</b>  Boise, Idaho  (Acceptance Stamp)
Idaho Public Utilities Commission	
Tariff No. 1	
Original Page <u>  1  </u>	

IDAHO INTEREXCHANGE  
 TELECOMMUNICATIONS TARIFF  
 OF  
 USA DIGITAL COMMUNICATIONS, INC.

---

Mark Costello, President  
 USA Digital Communications, Inc.  
 1603 SE 19<sup>th</sup> Street, Suite 120  
 Edmond, OK 73013

Date Issued: December 22, 2000

Effective Date: January 8, 2001

USA DIGITAL COMMUNICATIONS, INC.	Idaho Public Utilities Commission Office of the Secretary <b>ACCEPTED FOR FILING</b>  <b>JAN 8 - 2001</b>  Boise, Idaho  (Acceptance Stamp)
Idaho Public Utilities Commission Tariff No. 1	
Original Page <u>  2  </u>	

**TABLE OF CONTENTS**

Title Sheet .....	02
Table of Contents .....	02
Check Sheet.....	03
Symbols.....	04
Tariff Format.....	05
Applicability of Tariff.....	06
Accessibility of Tariff .....	06
Section 1: Terms and Abbreviations .....	07
Section 2: Rules and Regulations.....	09
Section 3: Description of Service and Rates .....	17
Section 4: Company-Specific Information.....	20
Section 5: Description of Rates and Charges .....	24

---

Mark Costello, President  
 USA Digital Communications, Inc.  
 1603 SE 19<sup>th</sup> Street, Suite 120  
 Edmond, OK 73013

Date Issued: December 22, 2000

Effective Date: January 8, 2001

USA DIGITAL COMMUNICATIONS, INC.	Idaho Public Utilities Commission Office of the Secretary <b>ACCEPTED FOR FILING</b>  <b>JAN 8 - 2001</b>  Boise, Idaho (Acceptance Stamp)
Idaho Public Utilities Commission	
Tariff No. 1	
Original Page <u>  3  </u>	

**CHECK SHEET**

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

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	23	Original
2	Original	24	Original
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		

NOTE: Future revisions to these original tariff pages shall include an updated Check Sheet. Such check sheet shall include an (\*) beside the applicable page number and the caption "Revision No. \_\_\_."

---

Mark Costello, President  
 USA Digital Communications, Inc.  
 1603 SE 19<sup>th</sup> Street, Suite 120  
 Edmond, OK 73013

Date Issued: December 22, 2000

Effective Date: January 8, 2001

USA DIGITAL COMMUNICATIONS, INC.	Idaho Public Utilities Commission Office of the Secretary <b>ACCEPTED FOR FILING</b>  <b>JAN 8 - 2001</b>  Boise, Idaho (Acceptance Stamp)
Idaho Public Utilities Commission Tariff No. 1	
Original Page <u>  4  </u>	

**SYMBOLS**

- (AT) means addition to text.
- (C) means correction.
- (CP) means change in practice.
- (CR) means change in rate.
- (CT) means change in text.
- (DR) means discontinued rate.
- (FC) means a change in format lettering or numbering.
- (MT) means moved text.
- (NR) means new rate.
- (RT) means removal of text.

In addition to symbols for changes, each provision of rate element changed will contain a vertical line which will clearly show the exact number of lines being changed.

---

Mark Costello, President  
 USA Digital Communications, Inc.  
 1603 SE 19<sup>th</sup> Street, Suite 120  
 Edmond, OK 73013

Date Issued: December 22, 2000

Effective Date: January 8, 2001

USA DIGITAL COMMUNICATIONS, INC. Idaho Public Utilities Commission	Idaho Public Utilities Commission Office of the Secretary <b>ACCEPTED FOR FILING</b>  JAN 8 - 2001  Boise, Idaho  (Acceptance Stamp)
Tariff No. 1  Original Page <u>  5  </u>	

**TARIFF 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 tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 4 and 5 would be 4.1
- 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 4<sup>th</sup> revised Page 4 cancels the 3<sup>rd</sup> revised page 4.
- C. Paragraph Numbering Sequence - There are five levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
  - 2.
  - 2.1
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.1.
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision.

---

Mark Costello, President  
USA Digital Communications, Inc.  
1603 SE 19<sup>th</sup> Street, Suite 120  
Edmond, OK 73013

Date Issued: December 22, 2000

Effective Date: January 8, 2001

USA DIGITAL COMMUNICATIONS, INC.  Idaho Public Utilities Commission	Idaho Public Utilities Commission Office of the Secretary <b>ACCEPTED FOR FILING</b>  JAN 8 - 2001  Boise, Idaho  (Acceptance Stamp)
Tariff No. 1   Original Page <u>  6  </u>	

**APPLICABILITY OF TARIFF**

This tariff contains the description of the services offered, the terms and conditions under which each of the services are provided and all effective rates and charges applicable to the furnishing of interexchange telecommunications services of the Company within the State of Idaho. Only those services, terms and conditions and rates and charges approved by the Idaho Public Utilities Commission and contained in this tariff may be provided to Customers within the States. Filed tariffs are binding upon the Company and no deviation of any kind from the filed tariff is permitted.

**ACCESSIBILITY OF TARIFF**

This tariff is on file with the Idaho Public Utilities Commission and the Company's principal place of business:

USA DIGITAL COMMUNICATIONS, INC.  
1603 SE 19<sup>th</sup> Street, Suite 120  
Edmond, Oklahoma 73013-6621

These tariffs are available for viewing, during normal business hours, at the Commission or the Company's principal place of business. Additionally, copies are available upon request, free of charge, by contacting the Company at (888) 872-3787

---

Mark Costello, President  
USA Digital Communications, Inc.  
1603 SE 19<sup>th</sup> Street, Suite 120  
Edmond, OK 73013

Date Issued: December 22, 2000

Effective Date: January 8, 2001

USA DIGITAL COMMUNICATIONS, INC.	Idaho Public Utilities Commission Office of the Secretary <b>ACCEPTED FOR FILING</b>  <b>JAN 8 - 2001</b>  Boise, Idaho  (Acceptance Stamp)
Idaho Public Utilities Commission	
Tariff No. 1	
Original Page <u>7</u>	

**SECTION 1**

**TERMS AND ABBREVIATIONS**

“Access” as used in this tariff means an arrangement which connects the Customer’s or Subscriber’s telecommunications service to the Underlying Carrier’s designated point of presence or network switching center.

“Commission” means the Idaho Public Utilities Commission.

“Company” means the Reseller referred to on the title page of this tariff, unless otherwise indicated by the context.

“Customer” means any person, partnership, cooperative corporation, limited liability company, corporation, or lawful entity provided service from an entity reselling intrastate telecommunications services.

“Customer trouble report” means any oral or written report given to the Company’s repair service or contact person by a Customer relating to a defect or difficulty or dissatisfaction with the provision of the telecommunications service provided by the Company.

“Delinquent” means a payment for a billing for services provided, which is not in dispute, where payment is not received on or before the due date as posted on the bill.

“Exchange” means a geographic area established and approved by the Commission for the administration of local telephone service in a specified area which usually embraced a city, town, or village and its environs. It may consist of one or more central offices together with associated plant used in furnishing communication service in that area.

“Holidays” means the holidays designated whether by the Commission or by the Company as a legally recognized holiday, which will be rated at the lower night/weekend rates.

“IXC” means interexchange company which is a carrier or company authorized by the Commission to provide long distance communications services, but not local exchange services, within the State of Idaho.

“InterLATA call” means any call which is originated one LATA and terminated in another LATA .

“Interstate call” means any call which is originated in one state and terminated within the boundaries of another state.

---

Mark Costello, President  
 USA Digital Communications, Inc.  
 1603 SE 19<sup>th</sup> Street, Suite 120  
 Edmond, OK 73013

USA DIGITAL COMMUNICATIONS, INC.	Idaho Public Utilities Commission Office of the Secretary <b>ACCEPTED FOR FILING</b>  JAN 8 - 2001  Boise, Idaho (Acceptance Stamp)
Idaho Public Utilities Commission Tariff No. 1	
Original Page <u>8</u>	

“IntraLATA call” means any call which is originated and terminated within the boundaries of the same LATA regardless of which call crossed LATA boundaries prior to reaching its termination point.

“Intrastate call” means any call which is originated and terminated within the boundaries of the State of Idaho, regardless of whether such call crosses state boundaries prior to reaching its termination point.

“LATA “ means a local access and transport area: a geographic area established for the provision and administration of communications services.

“LEC” means a local exchange company which is a company authorized to provide local exchange service in Idaho.

“Idaho Public Utilities Commission (“IPUC” or “Commission”) means the regulatory body authorized by the Constitution of the State of Idaho and the law of the State of Idaho promulgated by and enacted by the Governor of Idaho, which regulated certain public utilities.

“Point of Presence (“POP”) means the location where an IXC has transmission equipment in a service area that serves as, or relays calls to, the interexchange network.

“Reseller” means a Company offered telecommunications services to the public through the use of the facilities of an underlying carrier or a combination of its own facilities and the facilities of an underlying carrier for resale to the public for profit. A Customer who offers the service(s) it obtains from a Reseller to the public for profit shall also be deemed a reseller.

“Service” means service in its broadest and most inclusive sense, and includes any and all acts done, rendered, or performed and any and all things furnished or supplied by a Reseller in the provision of regulated offerings to their Customers.

“Telecommunications service” means service provided by the Company including voice, data, and all of the types of communications services, under the Company’s tariffs on file with the Public Utility Division of the Commission.

“Underlying Carrier” means the provider of telecommunications services whose network is being utilized and receives the Customer’s telecommunications traffic.

---

Mark Costello, President  
 USA Digital Communications, Inc.  
 1603 SE 19<sup>th</sup> Street, Suite 120  
 Edmond, OK 73013

USA DIGITAL COMMUNICATIONS, INC.	Idaho Public Utilities Commission Office of the Secretary <b>ACCEPTED FOR FILING</b>  <b>JAN 8 - 2001</b>  Boise, Idaho (Acceptance Stamp)
Idaho Public Utilities Commission	
Original Page <u>9</u>	

**SECTION 2**  
**RULES AND REGULATIONS**  
INDEX

	<u>Page</u>
2.1 Undertaking of Company.....	10
2.2 Limitations .....	10
2.3 Transfer or Assignment .....	10
2.4 Use of Service .....	11
2.5 Liabilities of the Company.....	12
2.6 Deposits and Interest .....	12
2.7 Billing and Billing Disputes .....	13
2.8 (Reserved for Future Use) .....	13
2.9 Taxes .....	14
2.10 Equipment .....	14
2.11 Installation and Termination .....	14
2.12 Payment for Service.....	14
2.13 Returned Check Charge .....	15
2.14 Cancellation of Service by Customer .....	15
2.15 Interexchange Interconnection for Resale.....	15
2.16 Denial or Termination of Service .....	15
2.17 Disconnection and Notice .....	16
2.18 Refunds or Credits for Interruption of Service .....	16
2.19 Inspection, Testing, and Adjustment .....	17
2.20 Customer Service.....	17

---

Mark Costello, President  
 USA Digital Communications, Inc.  
 1603 SE 19<sup>th</sup> Street, Suite 120  
 Edmond, OK 73013

USA DIGITAL COMMUNICATIONS, INC.	Idaho Public Utilities Commission Office of the Secretary <b>ACCEPTED FOR FILING</b>  <b>JAN 8 - 2001</b>  Boise, Idaho (Acceptance Stamp)
Idaho Public Utilities Commission Tariff No. 1	
Original Page <u>10</u>	

2.1 UNDERTAKING OF THE COMPANY

- 2.1.1 The Company's services are furnished for telecommunications originating and terminating within the State of Idaho under the terms of this tariff.
- 2.1.2 The Company installs, operates, and maintains the telecommunications services provided herein under in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of the Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 The Company's services are provided on a monthly basis, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 LIMITATIONS

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 The Company does not offer services for resale by Customers unless such Customer has been granted a Certificate of Convenience and Necessity by the Commission to provide such services in the State of Idaho.
- 2.2.5 All facilities provided under this tariff are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company.

2.3 TRANSFER OR ASSIGNMENT

- 2.3.1 After obtaining the Company's written consent, the Customer of record may assign or transfer the use of service where there is no interruption or physical relocation. All terms and provisions contained in this tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:

---

Mark Costello, President  
 USA Digital Communications, Inc.  
 1603 SE 19<sup>th</sup> Street, Suite 120  
 Edmond, OK 73013

USA DIGITAL COMMUNICATIONS, INC. Idaho Public Utilities Commission	Idaho Public Utilities Commission Office of the Secretary <b>ACCEPTED FOR FILING</b>  <b>JAN 8 - 2001</b>  Boise, Idaho (Acceptance Stamp)
Tariff No. 1  Original Page <u>11</u>	

- A. The Customer of record (assignor Customer) requests such assignment or transfer in writing at least forty-five (45) days prior to the effective date of any transfer; and,
- B. The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of the Company's service. Consent to such transfer or assignment will not be unreasonably withheld; and,
- C. Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of the request.

2.3.2 As relates to the assignee or transferee, deposits will not be required pursuant to Section 2.6 of this tariff.

2.3.3 Any permitted transfer or assignment of the Company's service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

2.3.4 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.4 USE OF SERVICE

2.4.1 The Company's service(s) may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of such services(s).

2.4.2 The use of the Company's service(s) 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 the use by others, is prohibited.

2.4.3 The use of the Company's service(s) without payment for service(s) or attempting to avoid payment for service(s) by fraudulent means or devices, schemes, false or invalid numbers, false credit cards or false Phone Cards of the Company's or false numbers of such cards, is prohibited.

2.4.4 Resale of the Company's service(s) by Customers is prohibited unless and until the Customer has provided the Company with proof that the Customer has been granted a Certificate of Public Convenience and Necessity to provide such service(s) in the State of Idaho, or the Customer has become an approved agent of the Company.

---

Mark Costello, President  
USA Digital Communications, Inc.  
1603 SE 19<sup>th</sup> Street, Suite 120  
Edmond, OK 73013

USA DIGITAL COMMUNICATIONS, INC.	Idaho Public Utilities Commission Office of the Secretary <b>ACCEPTED FOR FILING</b>  <b>JAN 8 - 2001</b>  Boise, Idaho (Acceptance Stamp)
Idaho Public Utilities Commission	
Tariff No. 1	
Original Page <u>12</u>	

- 2.4.5 The Company's service is available for use twenty-four (24) hours per day, seven days per week.
- 2.4.6 The Company does not transmit messages pursuant to the tariff, but its services may be used for that purpose.
- 2.4.7 The Company's services may be denied for nonpayment of charges or for other violations of the tariff.

2.5 LIABILITIES OF THE COMPANY

- 2.5.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors or defects in transmission which occur in the course of furnishing service(s) or facilities in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.5.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damages), for any interruption, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3 The Company will make no refund of overpayment by a Customer unless the claim for overpayment, together with the proper evidence, is submitted within (1) year from the date of alleged overpayment unless billing records prepared by the Company can be produced which would justify a credit beyond one year.
- 2.5.4 The Company shall not be liable for any claim, loss, or refund of loss or theft of Customer-specific identifying codes issued for use with the Company's services.
- 2.5.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service(s) which is not the direct result of the Company's negligence.

2.6 DEPOSITS AND INTEREST

- 2.6.1 The Company does not intend to require a deposit of its customers.

---

Mark Costello, President  
 USA Digital Communications, Inc.  
 1603 SE 19<sup>th</sup> Street, Suite 120  
 Edmond, OK 73013

USA DIGITAL COMMUNICATIONS, INC.	Idaho Public Utilities Commission Office of the Secretary <b>ACCEPTED FOR FILING</b>  <b>JAN 8 - 2001</b>  Boise, Idaho (Acceptance Stamp)
Idaho Public Utilities Commission	
Tariff No. 1   Original Page <u>13</u>	

2.7 BILLING AND BILLING DISPUTES

- 2.7.1 Billing to Customers will be scheduled monthly either by mail on CD ROM or via the Internet. Usage charges are billed in arrears. Recurring fixed charges are billed monthly. A bill will be considered rendered to the Customer when deposited in the United States mail with postage prepaid. If the delivery is by other than United States mail, the bill will be considered rendered when delivered to the last known address of the party responsible for payment. A Customer's bill will be itemized and conform to standards required by the Idaho Public Utilities Commission & Truth in Billing Act.
- 2.7.2 The Customer is responsible for all charges including all calls places from the Customer's location or by use of the Customer's authorization code(s).
- 2.7.3 A late payment charge of 1.5% will be applied to charges not paid by their due date. The late payment charge will not be applied to previous late payment charges that have been assessed. Late payment charges will be applied without discrimination.
- 2.7.4 Any objection to billed charges should be reported to the Company as soon as possible. Questions regarding the Company's services or charges assessed to a Customer's bill may be directed to the Company's Customer Service Department toll-free at (888) 872-3787. The Company shall investigate the particular case and report the results to the Customer-. During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, the Company may discontinue service. In the event the disputed charges are not resolved, the Company shall inform the Customer that the Customer may utilize the complaint procedures of the Commission's Consumer Services Division. The Company shall provide the Customer with the following information:

Idaho Public Utilities Commission  
 Consumer Assistance Section  
 P O Box 83720  
 Boise, Idaho 83720-0074  
 (208) 334-0369  
 (800) 432-0369  
 FAX: (208) 334-4045

2.8 RESERVED FOR FUTURE USE

---

Mark Costello, President  
 USA Digital Communications, Inc.  
 1603 SE 19<sup>th</sup> Street, Suite 120  
 Edmond, OK 73013

USA DIGITAL COMMUNICATIONS, INC.	Idaho Public Utilities Commission Office of the Secretary <b>ACCEPTED FOR FILING</b>  <b>JAN 8 - 2001</b>  Boise, Idaho  (Acceptance Stamp)
Idaho Public Utilities Commission Tariff No. 1	
Original Page <u>14</u>	

2.9 TAXES

The Customer is responsible for payment of any sales, use, gross receipts, excise or other local, state and federal taxes, charges or assessments, however designated (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

2.9.1 All state and local sales taxes are listed as separate line items on the Customer's bill and are not included in the quoted rate(s).

2.9.2 Other taxes, charges and the regulatory assessment shall be identified in the aggregate on the Customer's bill and shall not be included in the quoted rate(s).

2.9.3 Such taxes, charges, and assessments shall be billed to the Customers receiving service(s) within the territorial limits of such state, county, city or other taxing authority. Such billing shall allocate the tax, charge and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of service made subject to such tax, charge and/or assessment.

2.10 EQUIPMENT

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

2.11 INSTALLATION AND TERMINATION

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

2.12 PAYMENT FOR SERVICE

2.12.1 All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a LEC, credit card company, or other billing service. The terms and conditions for billing, payment and collection, including without limitation, any late payment charge, specified in the LEC's local exchange service tariff shall apply to charges of the Company when the LEC serves as the billing agent for the Company or buys the Company's accounts receivables. Terms of payment shall be according to the rules and regulations of the agency, but must comply with the Commission's rules and regulations.

---

Mark Costello, President  
 USA Digital Communications, Inc.  
 1603 SE 19<sup>th</sup> Street, Suite 120  
 Edmond, OK 73013

USA DIGITAL COMMUNICATIONS, INC.	Idaho Public Utilities Commission Office of the Secretary <b>ACCEPTED FOR FILING</b>  <b>JAN 8 - 2001</b>  Boise, Idaho (Acceptance Stamp)
Idaho Public Utilities Commission	
Tariff No. 1	
Original Page <u>15</u>	

2.12.2 Adjustments to the Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.13 RETURNED CHECK CHARGE

2.13.1 If a check offered by a Customer for payment of service provided is dishonored, a returned check charge shall be applied in the amount of \$15.00. At the option of the Company, the returned check charge may be waived because of extenuating circumstances (*i.e.* bank error). Disclosure of the returned check fee will appear on the Customer's phone bill.

2.14 CANCELLATION OF SERVICE BY CUSTOMER

2.14.1 A Customer may cancel service by providing written or verbal notice to the Company.

2.15 INTEREXCHANGE INTERCONNECTION FOR RESALE

2.15.1 Service(s) furnished by the Company may be connected with the services or facilities of an underlying carrier. Such service(s) or facilities, if used, are provided under the terms, rates and conditions of the underlying carrier. The Customer is responsible for all charges billed by the underlying carrier(s) for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.16 DENIAL OF SERVICE

2.16.1 Service may be refused or terminated for any of the following reasons:

- A. Nonpayment of a bill within the period prescribed in the Company's tariff.
- B. Violation of or noncompliance with any provision of law, Commission rules and regulations or the Company's approved tariffs.
- C. Excessive or improper use of telecommunications services, or used in such manner as to interfere with reasonable service to other Customers.

2.16.2 The Company shall provide documentation to the prospective Customer or current Customer stating the reason(s) for denial or termination of service.

---

Mark Costello, President  
 USA Digital Communications, Inc.  
 1603 SE 19<sup>th</sup> Street, Suite 120  
 Edmond, OK 73013

USA DIGITAL COMMUNICATIONS, INC.	Idaho Public Utilities Commission Office of the Secretary <b>ACCEPTED FOR FILING</b>  <b>JAN 8 - 2001</b>  <b>Boise, Idaho</b> (Acceptance Stamp)
Idaho Public Utilities Commission Tariff No. 1	
Original Page <u>16</u>	

2.17 DISCONNECTION AND NOTICE

2.17.1 When service to a Customer is to be disconnected for nonpayment of a bill for services, the Company shall give at least seven (7) days written notice to the Customer of the Company's intent to discontinue service. Notice shall be mailed by the Company to the Customer's address.

2.17.2 Notices to the Customer shall contain the following information:

- A. Name, address, and telephone number of Customer.
- B. Statement of reason for proposed discontinuance of service.
- C. The date on or after which service will be discontinued unless appropriate action is taken.
- D. The telephone number of the Company where the Customer may make an inquiry.
- E. Charges for reconnection.
- F. The address and telephone number of the Commission's Consumer Services Division.

2.17.3 The Company shall not be required to give the written notice provided for in situations where the Company has evidence of fraudulent or illegal use of the Company's services, which if allowed to continue, would present a high risk of financial loss to the company.

2.18 REFUNDS OR CREDITS FOR INTERRUPTION OF SERVICE

2.18.1 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula:

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

"A" = outage time in hours

"B" = total monthly charge for affected facility, where applicable

---

Mark Costello, President  
 USA Digital Communications, Inc.  
 1603 SE 19<sup>th</sup> Street, Suite 120  
 Edmond, OK 73013

USA DIGITAL COMMUNICATIONS, INC.	Idaho Public Utilities Commission Office of the Secretary <b>ACCEPTED FOR FILING</b>
Idaho Public Utilities Commission Tariff No. 1	<b>JAN 8 - 2001</b>
Original Page <u>17</u>	Boise, Idaho (Acceptance Stamp)

2.19 INSPECTION, TESTING AND ADJUSTMENT

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

2.20 CUSTOMER SERVICE

2.20.1 The Company shall maintain a toll-free number to enable Customers to contact the Company regarding, but not limited to, inquiries related to billing, making customer trouble reports, making oral cancellation of service, etc.

---

Mark Costello, President  
USA Digital Communications, Inc.  
1603 SE 19<sup>th</sup> Street, Suite 120  
Edmond, OK 73013

Date Issued: December 22, 2000

Effective Date: January 8, 2001

USA DIGITAL COMMUNICATIONS, INC.	Idaho Public Utilities Commission Office of the Secretary <b>ACCEPTED FOR FILING</b>  <b>JAN 8 - 2001</b>  Boise, Idaho (Acceptance Stamp)
Idaho Public Utilities Commission	
Tariff No. 1	
Original Page <u>18</u>	

**SECTION 3**

DESCRIPTION OF SERVICE AND RATES

INDEX

	<u>Page</u>
3.1 General .....	19
3.2 Timing of Calls .....	19
3.3 Calculation of Distance (V&H) .....	19
3.4 Time of Day Rates .....	20
3.5 Holidays and Rates .....	20
3.6 Promotional Offerings .....	20

---

Mark Costello, President  
 USA Digital Communications, Inc.  
 1603 SE 19<sup>th</sup> Street, Suite 120  
 Edmond, OK 73013

Date Issued: December 22, 2000

Effective Date: January 8, 2001

USA DIGITAL COMMUNICATIONS, INC.	Idaho Public Utilities Commission Office of the Secretary <b>ACCEPTED FOR FILING</b>  <b>JAN 8 - 2001</b>  Boise, Idaho  (Acceptance Stamp)
Idaho Public Utilities Commission Tariff No. 1	
Original Page <u>19</u>	

3.1 GENERAL

3.1.1 Rates and timing of calls may vary by product, time, time of day, day of week, call mileage, access method, terminating area, or call duration. Calls are billed individually and on a monthly basis. Usage is billed in arrears.

3.1.2 Intrastate services are offered in conjunction with interstate services.

3.2 TIMING OF CALLS

3.2.1 Billing for calls placed over the network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- A. Call timing 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.
- B. Chargeable time for calls ends when one of the parties disconnects from the call.
- C. Minimum call duration periods for billing purposes vary by service option.
- D. For billing purposes, usage after the initial period varies by service and is specified by service in this tariff.
- E. The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

3.3 RESERVED

---

Mark Costello, President  
 USA Digital Communications, Inc.  
 1603 SE 19<sup>th</sup> Street, Suite 120  
 Edmond, OK 73013

USA DIGITAL COMMUNICATIONS, INC.	Idaho Public Utilities Commission Office of the Secretary <b>ACCEPTED FOR FILING</b>  <b>JAN 8 - 2001</b>  Boise, Idaho (Acceptance Stamp)
Idaho Public Utilities Commission	
Tariff No. 1	
Original Page <u>20</u>	

3.4 TIME OF DAY RATE PERIODS

3.4.1 The following rate periods apply to all service offerings and, unless otherwise specified, applicable rate periods (Day, Evening, Night/Weekend) are indicated in the chart below:

	MON	TUE	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	<b>DAYTIME RATE PERIOD</b>						
5:00 PM TO 11:00 PM	<b>EVENING RATE PERIOD (Non-Day)</b>						<b>EVE</b>
11:00 PM* TO 8:00 AM*	<b>NIGHT/WEEKEND RATE PERIOD (Non-Day)</b>						

\*Up to, but not including.

3.4.2 When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

3.5 HOLIDAYS AND RATES

3.5.1 The Company may designate certain holidays on which rates may be lower.

3.5.2 Company-recognized holidays are presented in Section 4.3.

3.6 PROMOTIONAL OFFERINGS

3.6.1 The Company may from time to time engage in promotional trial service offerings of limited duration, not to exceed ninety (90) days, designed to attract new subscribers or to increase subscriber awareness of a particular service offering. Such promotional offerings will be limited to specific dates, times, and locations. Except for the rates charged under such promotions, all other terms and conditions of service contained in this tariff will apply to the Company's promotional service offerings. The Company will notify the Idaho Public Utilities Commission by letter specifying the services offered, terms of promotion, location, and dates of each promotional period, thirty (30) days in advance, for approval of promotional service offerings.

---

Mark Costello, President  
 USA Digital Communications, Inc.  
 1603 SE 19<sup>th</sup> Street, Suite 120  
 Edmond, OK 73013

USA DIGITAL COMMUNICATIONS, INC.	Idaho Public Utilities Commission Office of the Secretary <b>ACCEPTED FOR FILING</b>  <b>JAN 8 - 2001</b>  <b>Boise, Idaho</b> (Acceptance Stamp)
Idaho Public Utilities Commission Tariff No. 1	
Original Page <u>21</u>	

**SECTION 4**

COMPANY SPECIFIC INFORMATION

INDEX

	<u>Page</u>
4.1 General (Reserved).....	21
4.2 Services Provided .....	21
4.3 Holidays .....	32
4.4 Company Specific Customer Service .....	32
4.5 Contracts for Service.....	32

---

Mark Costello, President  
 USA Digital Communications, Inc.  
 1603 SE 19<sup>th</sup> Street, Suite 120  
 Edmond, OK 73013

Date Issued: December 22, 2000

Effective Date: January 8, 2001

USA DIGITAL COMMUNICATIONS, INC.	Idaho Public Utilities Commission Office of the Secretary <b>ACCEPTED FOR FILING</b>  <b>JAN 8 - 2001</b>  <b>Boise, Idaho</b> (Acceptance Stamp)
Idaho Public Utilities Commission	
Tariff No. 1	
Original Page <u>22</u>	

4.1 GENERAL (Reserved)

4.2 SERVICES PROVIDED

4.2.1 Switched Access, Feature Group D, One-Plus/Casual Access.

USA Digital Communications, Inc. will provide common shared access switched service, hereinafter referred to as Message Toll Service or MTS, outbound Wide Area Telephone Service (WATS), Inbound 800/888 Service, and Directory Assistance.

USA Digital Communications Inc.'s 1+ InterLATA service will be provided through a pre-subscribed carrier. A Customer will be able to access USA Digital Communications, Inc.'s network either by providing USA Digital Communications, Inc. a letter of agency permitting USA Digital Communications, Inc. to become the Customer's primary carrier, or by dialing a 10XXX or some other equivalent carrier access code.

USA Digital Communications, Inc.'s 1+ IntraLATA traffic will be provided through 10XXX or some other equivalent carrier access code.

4.2.2 Switched Access, 800/888 In-bound Service.

800/888 service is the furnishing of dial-type inter/intrastate telecommunications originating on feature group facilities provided by the Local Exchange Carrier (LEC) and terminating on a Regular Business Line or a Special Access Line (SAL).

800/888 service permits a user to place either InterLATA or IntraLATA long distance calls to a USA Digital Communications, Inc. Customer with the cost of the phone call borne by the Customer. The Customer is charged a flat rate per minute and monthly fee for long distance service, per 800/888 line.

800/888 service is provided for use by the customer and may be used by others when so authorized by the customer, provided that such usage is subject to the provisions of this tariff.

800/888 service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of the service includes the obtaining or attempting to obtain, or assisting another to obtain or to attempt to obtain 800/888 service through any fraudulent means with intent of avoiding payment of the regular charges for such service.

800/888 numbers can be reserved by USA DIGITAL COMMUNICATIONS, INC. through its 800/888 service provider via SMBS Bell Core. Conditions of reservations are subject to FCC and Bell Core rules and regulations regarding 800/888 reservations.

---

Mark Costello, President  
 USA Digital Communications, Inc.  
 1603 SE 19<sup>th</sup> Street, Suite 120  
 Edmond, OK 73013

Date Issued: December 22, 2000

Effective Date: January 8, 2001

USA DIGITAL COMMUNICATIONS, INC.	Idaho Public Utilities Commission Office of the Secretary <b>ACCEPTED FOR FILING</b>  <b>JAN 8 - 2001</b>  Boise, Idaho (Acceptance Stamp)
Idaho Public Utilities Commission	
Tariff No. 1	
Original Page <u>23</u>	

4.2.3 Travel Card 800 Access Service.

Travel Card Service is a special travel feature whereby a customer can access the network via an 800 number (provided by Carrier) from any touch-tone phone, anywhere in the continental United States.

4.3 Holidays.

USA Digital Communications, Inc.'s recognized holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, & Christmas.

4.4 Company Specific Customer Service

Front line customer service for USA Digital Communications, Inc. customers will be provided by the company's underlying carrier, but customers with questions about their service or billing may also contact USA Digital directly for assistance.

4.5 Contracts for Services

All services for telecommunications products are arranged by a signed contract. between the company and the Customer.

---

Mark Costello, President  
 USA Digital Communications, Inc.  
 1603 SE 19<sup>th</sup> Street, Suite 120  
 Edmond, OK 73013

USA DIGITAL COMMUNICATIONS, INC.	Idaho Public Utilities Commission Office of the Secretary <b>ACCEPTED FOR FILING</b>  <b>JAN 8 - 2001</b>  Boise, Idaho  (Acceptance Stamp)
Idaho Public Utilities Commission	
Tariff No. 1	
Original Page <u>24</u>	

**SECTION 5**

DESCRIPTION OF RATES AND CHARGES

Current Rates:

Abbreviations: D = Day; E = Evening; N= Night; W = Weekend; # min. = Number of Minutes; Applic. = Applicable

Product Description: 1+ Dedicated = T-1 System; 1+ Switched = Non-T-1 System; Travel = Travel Card

Timing: Day Rates are from 8:00 A.M. up to but not including 5:00 P.M. Monday through Friday; Evening Rates are from 5:00 P.M. up to but not including 11:00 P.M. Sunday through Friday; Night Rates are from 11:00 P.M. through up to but not including 8:00 A.M. Sunday through Thursday; Weekend Rates are from 11:00 P.M. Friday Night up to but not including 5:00 P.M. Sunday; Holiday Rates are the same as Night Rates.

Billing Increments: (Initial billing increment)/(subsequent billing increments). Example: 6s/6s = 6 second initial billing increment/6 second subsequent billing increments.

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, & Christmas.

<u>Code</u>	<u>Product</u>	<u>Time</u>	<u>Billing Increments</u>	<u>Interstate/ Intrastate</u>	<u>Inbound/ Outbound</u>	<u>Applicable Rate Per Minute</u>
ID1	1+ Dedicated	D/E/N/W	6s x 6s	Interstate	Inbound	\$0.045
ID2	1+ Dedicated	D/E/N/W	6s x 6s	Interstate	Outbound	\$0.045
ID3	1+ Dedicated	D/E/N/W	6s x 6s	Intrastate	Inbound	\$0.081
ID4	1+ Dedicated	D/E/N/W	6s x 6s	Intrastate	Outbound	\$0.085
ID5	1+ Switched	D/E/N/W	6s x 6s	Interstate	Inbound	\$0.069
ID6	1+ Switched	D/E/N/W	6s x 6s	Interstate	Outbound	\$0.069
ID7	1+ Switched	D/E/N/W	6s x 6s	Intrastate	Inbound	\$0.161
ID8	1+ Switched	D/E/N/W	6s x 6s	Intrastate	Outbound	\$0.159
ID9	Travel	D/E/N/W	6s x 6s	Both	Both	\$0.200

Mark Costello, President  
 USA Digital Communications, Inc.  
 1603 SE 19<sup>th</sup> Street, Suite 120  
 Edmond, OK 73013

Date Issued: December 22, 2000

Effective Date: January 8, 2001