

WORLD COMMUNICATIONS SATELLITE SYSTEMS, INC.
3730 Kirby, Suite 1200
Houston, TX 77098
(866) 647-2752

Idaho Price List
Original Page No. 1

Issued: June 21, 2001

Effective: July 23, 2001

TITLE SHEET

LONG DISTANCE TELECOMMUNICATIONS PRICE LIST

OF

WORLD COMMUNICATIONS SATELLITE SYSTEMS, INC.

Issued By:
Tariff Administrator
3730 Kirby, Suite 1200
Houston, TX 77098

This price list, filed with the Idaho Public Utilities Commission, contains the rates, terms and conditions applicable to the Resale Telecommunications Services provided by WORLD COMMUNICATIONS SATELLITE SYSTEMS, INC. within the state of Idaho.

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING
July 23, 2001
Boise, Idaho

WORLD COMMUNICATIONS SATELLITE SYSTEMS, INC.

3730 Kirby, Suite 1200

Houston, TX 77098

(866) 647-2752

Idaho Price List

Fourth Revised Page No. 2

Cancels Third Revised Page 2

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CHECK SHEET

Pages 1 through 22 inclusive of this tariff are effective as of the date shown at the top of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date at the top of this page.

<u>PAGE</u>	<u>REVISION</u>
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19.1	Original
19.2	Original
19.3	Original
19.4	Original
20	First
21	Original
21.1	First*
22	Original

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WORLD COMMUNICATIONS SATELLITE SYSTEMS, INC.
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SYMBOLS

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

- (D) - Discontinued rate or regulation
- (I) - Increase in rate
- (M) - Moved to/from another tariff location
- (N) - New rate or regulation
- (R) - Reduction in rate
- (T) - Change in text only

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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 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Idaho P.U.C. For example, 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Idaho P.U.C. follows in its tariff approval process, the most current page number on file with the Idaho P.U.C. is not always the tariff page in effect. Consult the Check Sheet for the page currently 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).(l).
- D. Check Sheets - When a tariff filing is made with the Idaho P.U.C., an updated check sheet accompanies the tariff filing. The check sheet lists the pages 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 this page 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 page is the most current on file with the Idaho P.U.C.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Carrier or Company - World Communications Satellite Systems, Inc.

Customer - The person, firm, corporation, end user or other entity which orders or uses services and is responsible for the payment of charges.

Idaho P.U.C. - Idaho Public Utilities Commission.

Holidays - New Year's Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

Service Agreement - Company's standard form for the ordering and acceptance of a customer's request for and commitment to take Company's service offerings pursuant to this tariff.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of customer telecommunications traffic within Idaho.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Company

Company undertakes to provide only those designated Services as are furnished under the terms and subject to the conditions and customer payment of the applicable rates of this tariff for communications originating and terminating within Idaho.

The Company's Services are available to its customers twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the facilities of Company's Underlying Carrier and the provisions of this tariff.

2.2.2 Company reserves the right to discontinue furnishing service, or limit the use of service, if necessitated by conditions beyond its control, including without limitation, for customer non-payment of charges; or when the customer's use of a service becomes or is in violation of the law or the provisions of this tariff.

2.2.3 The Services provided under this tariff are subject to the direct and exclusive control of the Company. No one may alter or affect the Services nor transfer or assign its use of the Services without the express written consent of the Company, which consent may be withheld, without limitation, by Company in its sole discretion at any time such alteration, effect, transfer or assignment would result in an interruption of the Services or a change in the customer's location to which the Services are to be provided.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 Limitations (Cont'd)

2.2.4 In the event prior written permission from the Company is given for any assignment or transfer, all regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.3 Liabilities of the Company

2.3.1 Company has no liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission or call processing of customer's communications traffic by the Underlying Carrier. The Company's liability for such damages occurring in the course of furnishing the Company's Services but not caused by its gross negligence or willful misconduct or that of its employees or agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which such mistakes, interruptions, omissions, delays, errors, or defects in the Company's furnishing of its Services occur.

2.3.2 Acceptance of the provisions of Section 2.3.1 by the Commission does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law; but the recognition that as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefore, so it is the duty of the courts to determine the validity of the exculpatory provisions of Section 2.3.1.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liabilities of the Company (Cont'd)

2.3.3 Company shall be indemnified and held harmless by the customer against:

- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content of a customer's communications traffic;
- (B) Claims for patent infringement arising from a customer's use of its equipment, facilities, or systems with the Company's Services; and
- (C) All other claims arising out of any act or omission of the customer in connection with any service provided by Company.

2.4 Interruption of Service

2.4.1 Credit allowance for the interruption of service is subject to the general liability provisions set forth in Section 2.3.1 herein. Customer shall receive no credit allowance for interruption of service due to Carrier's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer.

It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is claimed. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission within customer's control, or is not in wiring or equipment, if any, furnished by the customer in connection with the Company's Services.

2.4.2 No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Interruption of Service (Cont'd)

- 2.4.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of Company or in the event Company is entitled to a credit for the failure of the facilities of Company's Underlying Carrier used to furnish customer's service.
- 2.4.4 No credit shall be allowed:
- (A) For failure of services or facilities of customer; or
 - (B) For failure of services or equipment caused by the negligence or willful acts of customer.
- 2.4.5 Credit for an interruption shall commence after customer notifies Company of the interruption or when Company becomes aware thereof, and ceases when service has been restored.
- 2.4.6 Before customer notifies Company of an interruption, customer shall make reasonable attempts to ascertain that customer, a third party or its or their actions and/or equipment is/are not the cause thereof.
- 2.4.7 Credits are applicable only to that portion of service interrupted.
- 2.4.8 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.4.9 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Interruption of Service (Cont'd)

2.4.10 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.

Credit Formula:

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

"A" = outage time in hours

"B" = total monthly charge for affected facility

2.5 Restoration of Service

The use and restoration of service shall be administered by the Underlying Carrier in accordance with the priority system specified in the Rules and Regulations of the Idaho P.U.C.

2.6 Deposits

The Company does not require a deposit from its customers.

2.7 Advance Payments

The Company does not collect advance payments.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8 Taxes

2.8.1 Customer will be billed and is responsible for payment of applicable local, state, and federal taxes assessed in conjunction with service used.

2.8.2 All state and local taxes (i.e., sales taxes, gross receipts taxes, municipal utilities taxes, etc.) are listed as separate line items and are not included in the quoted rates.

2.9 Billing

Company uses an outside billing company to bill its customers.

2.10 Collections

2.10.1 In the event Company incurs fees or expenses, including attorneys' fees, to collect, or to attempt to collect, any charges owed Company by customer, including charges alleged to have resulted from fraud or abuse of customer's services, the Company shall charge customer all such fees and expenses, including Company's reasonable attorneys' fees, incurred to collect or to attempt to collect its charges.

2.10.2 In accordance with the "filed tariff doctrine," as established by judicial and regulatory decisions and precedents, customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which customer may claim to be entitled. The duty to pay such charges shall arise upon the demand for payment by Company. Customer duty to pay can only be delayed or deferred by the initiation of a valid billing dispute by the customer.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.11 Billing Disputes

2.11.1 A valid billing dispute consists of written documentation specifically listing the total dollar amount of the dispute, the specific rate elements being disputed, and their dollar amounts. The dispute must be received by the Company in writing within 3 years after the due date of the bill. At least one of the following reasons must be given for the dispute to be considered valid:

1. Incorrect Rate
2. Error in quantity (i.e. billing increments)
3. Service no longer exists
4. Incorrect customer being billed
5. Backbilling

2.11.2 Refusal to pay an entire bill or any portion thereof without written supporting documentation will not be considered a valid dispute and will be handled as a non-payment.

2.11.3 In the event that a billing dispute is resolved in favor of the Company, late payment charges will apply to amounts withheld pending settlement of the dispute. Late payment charges are calculated, as set forth in Section 4.5, except that when the customer disputes the bill on or before the payment date and pays the undisputed amount on or before the payment date, the penalty interest period shall not begin until 10 days following the payment date.

2.11.4 In the event that a billing dispute is resolved in favor of the Customer, the Company will refund any overpayment. In addition, the Company will pay to the customer penalty interest on the overpayment. When a claim is filed within 90 days of the due date, the penalty interest shall begin on the payment date. When a claim is filed more than 90 days after the due date, the penalty interest period shall begin from the date of the claim or the date of overpayment, whichever is later.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.11 Billing Disputes (Cont'd)

2.11.4 (Cont'd)

The penalty interest period shall end on the date that the Company actually refunds the overpayment to the customer. The penalty interest rate shall be the lesser of:

- (1) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the first date to and including the last date of the period involved, or
- (2) 0.000292 per day, compounded daily for the number of days from the first date to and including the last date of the period involved.

2.11.5 In all circumstances in which the IDPUC does not retain primary jurisdiction consistent with I.D.A.P.A. 31.41.01401, Customer agrees that actions, suits, or proceedings to recover charges due under this tariff shall be prosecuted in the court of competent jurisdiction of Eastern District of Virginia. Customer consents to and submits to the exercise of jurisdiction over the subject matter, waives personal service of any and all process upon it, and consents that all such service of process be made by registered mail directed to customer at its address registered with Company. Service so made shall be deemed to be completed five business days after such process shall have been deposited in the mail, postage prepaid. Customer waives trial by jury, any objection based on forum non conveniens, any objection to venue or jurisdiction of any action instituted hereunder, and consents to the granting of such legal or equitable relief as deemed appropriate by the Court.

2.12 Customer Inquiries and Complaints

2.12.1 Customer inquiries regarding service or billing may be made in writing or by telephone to COMPANY's Customer Service Center at the following address and toll-free telephone number: WCSS, 3730 Kirby, Suite 1200, Houston, TX 77098, (866) 647-2752.

2.12.2 Any unresolved disputes may be directed to the attention of the Idaho Public Utilities Commission, 472 W. Washington Street, Boise, ID 83792 or dial toll free (800) 432-0369.

WORLD COMMUNICATIONS SATELLITE SYSTEMS, INC.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.13 Dispute Resolution

Any claim for damages relating to a dispute arising from or relating to this tariff, that is not resolved according to published and applicable regulatory process, for example, those rules governing challenges to Company's authorization to serve as your primary interexchange carrier, shall be resolved through mediation between Company and customer within 30 days of Company's receipt of the dispute. If the dispute is not resolved by mediation, the dispute at the customer's option may be submitted to binding arbitration before a neutral arbitrator. If customer does not choose to arbitrate, Company at its option may provide customer with a refund or credit of the full amount of the charges outstanding at the time Company receives notice of the dispute. Upon customer's receipt of the credit or refund, the dispute will be resolved and by such respective actions, Company and customer mutually release and forever hold harmless the other from any further liability or claims with respect to the dispute.

If arbitration is undertaken, each party shall contribute equally to the cost thereof and no award in favor of customer shall conflict with the limitations of liability provisions of this tariff.

(N)

(N)

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SECTION 3 – DESCRIPTION OF SERVICES

3.1 Usage Based Services

3.1.1 Long distance usage charges are based on the actual usage of the Company's network. Timing for all calls begin when the called party answers the call (i.e. when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

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

3.1.3 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute. (R)

3.1.4 Unless otherwise specified in this tariff, calls are billed in sixty (60) second increments.

3.1.5 Usage is measured and rounded up to the next higher increment for billing purposes.

3.1.6 There are no billing charges applied for incomplete calls.

3.2 Outbound Interexchange Service

The Company's service is provided for use by presubscribed Customers or Authorized Users. Calls are routed over the Company's resold transmission and switching facilities to any valid NPA-NXX in the state of Idaho.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.3 Calling Card Service

Carrier offers a calling card, which allows Customer to gain access to its long distance service from anywhere in Idaho via a toll-free access number with service billed back to the Customer's account. Calling Card service allows customers to originate outbound, direct dial long distance calls.

3.4 Directory Assistance

The Company provides standard Directory Assistance.

3.5 Services Not Available

Carrier does not offer 900, 911, collect, or third party billed calling.

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SECTION 4 – RATES (Cont'd)

4.3 Basic Service

D/T

No minimum monthly usage is required for Company's banded, time-of-day insensitive, non-discount rates. Rates are calculated on a Cents Per Minute ("CPM") basis.

<u>Band (Miles)</u>	<u>Rates in CPM</u>
0-20	.16
21-50	.17
51-100	.18
101-150	.19
150-200	.20
201-250	.21
250-300	.22
301-400	.23
401-500	.24
500+	.25

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SECTION 4 – RATES (Cont'd)

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4.4 Standard Service

Standard Minimum Monthly Usage (“MMU”) levels apply to Company’s distance and time-of-day insensitive, non-discount rates. Rates are calculated on a Cents Per Minute (“CPM”) basis.

<u>MMU Level</u>	<u>Rates in CPM</u>
\$10.00	.19
\$20.00	.18
\$25.00	.17
\$25.01+	.16

4.5 Standard Discount Service

Standard Minimum Monthly Usage (“MMU”) levels apply to Company’s distance and time-of-day insensitive, discount rates. Rates are calculated on a Cents Per Minute (“CPM”) basis. Shortfall Charges apply.

<u>MMU Level Commitment</u>	<u>Rates in CPM</u>	<u>Discount %</u>
\$10.00	.19	0%
\$20.00	.18	5%
\$25.00	.17	7%
\$25.01+	.16	10%

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SECTION 4 – RATES (Cont'd)

4.6 Discount Calling Plans (“DCP”)

Company’s Discount Calling Plans (“DCP”), are distance and time-of-day insensitive. Shortfall Charges apply. Monthly Service Fees (“MSF”) apply. Rates are calculated on a Cents Per Minute (“CPM”) basis.

4.6.1 DCP-1

<u>MMU Level Commitment</u>	<u>Rates in CPM</u>	<u>Discount %</u>
\$15.00	.16	10%
\$25.00	.15	20%
\$30.00+	.14	30%

MSF: \$3.00

4.6.2 DCP-2

<u>MMU Level Commitment</u>	<u>Rates in CPM</u>	<u>Discount %</u>
\$15.00	.13	10%
\$25.00	.12	20%
\$30.00+	.12	30%

MSF: \$4.95

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SECTION 4 – RATES (Cont'd)

4.7 Combination Calling Plans (“CCP”)

Company’s Combination Calling Plans (“CCP”), require Minimum Monthly Usage (“MMU”) Level commitments, are distance and time-of-day insensitive. Shortfall Charges apply. Monthly Service Fees (“MSF”) apply. Rates are calculated on a Cents Per Minute (“CPM”) basis.

4.7.1 CCP-1

<u>In-State MMU Commitment</u>	<u>State-to-State Commitment</u>	<u>Total MMU</u>
\$25.00 @ .09 CPM	\$5.00	\$30.00
\$15.00 @ .08 CPM	\$20.00	\$35.00
\$5.00 @ .07 CPM	\$35.00	\$40.00

MSF: \$3.00

4.7.2 CCP-2

<u>In-State MMU Commitment</u>	<u>State-to-State Commitment</u>	<u>Total MMU</u>
\$25.00 @ .09 CPM	\$10.00 @ .07 CPM	\$35.00
\$15.00 @ .08 CPM	\$20.00 @ .07 CPM	\$35.00
\$10.00 @ .075 CPM	\$40.00 @ .07 CPM	\$50.00

MSF: \$4.95

4.8 In-State Bulk Rate Calling (“BRCs”)

Company’s In-State Bulk Rate Calling (“BRCs”) are distance and time-of-day insensitive.

<u>Monthly Minutes</u>	<u>Monthly Charge</u>
250 minutes	\$22.50
400 minutes	\$28.00
1,000 minutes	\$50.00
2,000 minutes	\$80.00

All minutes over maximum are rated at .10 CPM.

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SECTION 4 – RATES (Cont'd)

4.9 Combined Bulk Rate Calling (“CBRCs”)

Company’s Combined Bulk Rate Calling (“CBRCs”) are distance and time-of-day insensitive.

<u>In-State</u> <u>Monthly Minutes (“MM”)</u>	<u>Monthly Charge</u>	<u>State-to-State MM</u>	<u>Total MM</u>
100 minutes	\$25.00	200 minutes	300
250 minutes	\$40.00	300 minutes	550
300 minutes	\$55.00	400 minutes	700
400 minutes	\$80.00	600 minutes	1,000
800 minutes	\$100.00	1,200 minutes	2,000

All minutes over maximum are rated at .10 CPM.

4.10 WCSS Partners Calling Plan

The WCSS Partners Calling Plan is distance and time-of-day insensitive. The flat monthly rate for this plan is \$19.75 for an unlimited block of minutes (365 minutes/month) for calls to other WCSS customers. Calls to non-WCSS Partners and calls above the monthly allocation are charged at \$0.10/minute. This offer may be withdrawn at any time without notice and other restrictions may apply. You are eligible for one month’s free service for each end user you recommend to us that, within 30 days of your referral, becomes a WCSS customer. Your credit will be awarded after your recommended end user has been a customer for three consecutive months and has incurred no late fees or other delinquency charges. Additionally, no more than one credit per billing cycle will be provided. Additional credits earned will be staggered over subsequent billing cycles so that no more than one credit is provided during any two consecutive billing cycles. Example: In May, you recommend 4 end users to be WCSS customers. Within 30 days of our receipt of your recommendation, e.g., June 10, three end users become WCSS customers and one does not. Two of the three customers complete three months of uninterrupted service by October 1st with no late payment or other delinquency charges and one drops WCSS service after three months but has incurred a late payment fee for the second billing cycle. Your first monthly credit will be made in the November billing cycle. Your second monthly credit will appear in the January cycle.

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SECTION 4 – RATES (Cont'd)

4.11 Casual Calling Plan (“CCP”)

Company’s Casual Calling Plan (“CCP”) provides customers with a rate of .99 CPM for all calls up to 20 minutes, with each additional minute at .10 CPM. Offer limited and other restrictions apply.

4.12 Calling Card Service

Company's calling card service rates are a time-of-day insensitive flat rate of \$0.27 CPM.

4.13 Personal Toll-Free Service

Company's personal toll-free service rates are a time-of-day insensitive flat rate of \$0.18 CPM.

4.14 Single Rate 16 Calling Plan

4.14.1 Company’s Single Rate 16 Calling Plan is available to any customer choosing both 1+ calling card and personal 800 calling plans.

4.14.2 Company’s Single Rate 16 Calling Plan is a time-of-day insensitive flat rate of \$0.16 CPM.

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SECTION 4 – RATES (Cont'd)

4.15 Directory Assistance Charge

\$0.95/call

4.16 Late Payment Charge

Payment of all charges are due within 25 days of invoice date. A late payment fee will be charged for any payment not received when due. The late payment fee is 1.5% of the total charges or such other amount as allowed by applicable law of the state in which you take service.

4.17 Returned Check Charge

A charge equal to the charges incurred by Company from the Local Exchange Billing Company is applied for any returned check, plus a handling fee of \$5.00.

4.18 Method of Computing Charges

Charges for each call are totaled by rate period. If the computed charges include a fraction of a cent, the fraction is rounded up to the next whole cent (e.g., \$1.4266 would be rounded up to \$1.43).

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SECTION 4 – RATES (Cont'd)

4.19 Account Maintenance and Handling Fee

A one time, non-recurring fee for account set-up, administration, data storage of call detail and order verifications is applied. The fee is \$6.00. This fee may be waived during promotional periods or, upon customer request, after 6 months of uninterrupted service with us will be credited in the invoice immediately succeeding the receipt of the request for credit by customer.

4.20 Payphone Surcharge

A surcharge required by Federal regulation is applied to calls made from payphones. Company's surcharge is \$0.55 per long distance call.

4.21 Short-Term Service

Customers who cancel their service or are terminated for cause prior to the completion of three full monthly billing cycles shall pay a disconnect fee of \$5.00 to recover the cost of account set-up and closure.

4.22 Verification Confirmation Charge

A charge for confirming the taped or other verification of customer's order for service applies whenever Company must furnish such verification to a state agency or Attorney General in response to customer allegation of slamming. The charge is \$50.00 per confirmation.

4.23 Shortfall Charges

In the event of a shortfall in your MMU level commitment, determined monthly, you will be charged the difference between the rates in your applicable rate plan and our Basic Service Plan. All calls will be re-rated at our Basic Service Plan rates. These shortfall charges will be billed in the billing cycle following the shortfall in your MMU level commitment. If you experience a shortfall or shortfalls over any billing cycle(s) or in your last invoice, should you cancel or we terminate your service for any reason, you must pay us the difference between our Basic Service Plan rates and your applicable rate plan, multiplied by the number of times you experience a shortfall.

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SECTION 4 – RATES (Cont'd)

4.15 Flat 14 Calling Plan

- a. Company's Flat 14 Calling Plan is available to any customer without any monthly minimum usage or other commitment requirements. A \$6.00 one-time account set-up fee will apply, as well as a \$5.00 monthly service fee.
- b. Company's Flat 14 Calling Plan is a time-of-day insensitive flat rate of \$0.14 CPM.

4.16 Flat 23 Calling Plan

- a. Beginning May 19, 2003, each customer to one of the Company's calling plans must notify Company that it will subscribe to its current or other available calling plan for a minimum service period of 12 months ("term commitment"). Along with Company's direct mailing notifying customers of this change in the service term for all calling plans, Company has provided a service term commitment form to be returned to Company postage prepaid to designate which calling plan customer has chosen for the term commitment. For those customers that do not return the term commitment form within 30 days of their receipt, their service will be billed at Company's month-to-month flat rate of \$0.23 CPM. A \$6.00 one-time account transfer fee will apply, as well as a \$5.00 monthly service fee.
- b. For those customers who subscribe to a term commitment, in the event Customer must cancel its service prior to expiration of the term commitment, Company's final bill shall be re-rated to the flat rate of \$0.23 CPM. No account transfer or monthly service fees will apply.

(N)

(N)

**Idaho Public Utilities Commission
Office of the Secretary
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Boise, Idaho**

All Material On This Page Is New

SECTION 5 – PROMOTIONAL

5.1 Welcome Aboard Cumulative Credit

Each customer whose original service term extends on an uninterrupted basis for a period of six months from the date of inception of service shall receive a monthly credit not to exceed ten dollars in each month up to a maximum cumulative credit of fifty dollars. The credit shall be issued in the 7th invoice covering the charges incurred in the immediately preceding cycle.

For purposes of this credit, each billing cycle shall cover 30 days. To remain eligible, customer must bill not less than an average of twenty-five dollars per billing cycle during the qualifying period; must not have had any interruptions in service during the first six billing cycles; have no late payment fees assessed and no unpaid charges at any time in the qualifying period. At customer option, this credit may be extended to cover four additional billing cycles if customer has billed not less than an average of twenty-five dollars per billing cycle during the qualifying period and customer requests the extension and continues to maintain its minimum average billings of twenty-five dollars for the extended credit period. The extended credit period shall be issued in the 5th invoice covering the charges incurred in the immediately preceding billing cycle and shall not exceed an additional credit amount of twenty-five dollars, a cumulative credit total of seventy-five dollars. This credit does not apply to customers of our Partners Calling Plan who qualify for the customer referral credit available under that plan.