

**PAGE Title**

**ORIGINAL**

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

**FEB 17 1997**

Boise, Idaho

**NAME OF UTILITY**  
INTERNATIONAL TELCOM, LTD.

International Telcom, Ltd.  
417 Second Avenue West  
Seattle, WA 98119

This tariff applies to the telecommunications services furnished by International Telcom, Ltd. between one or more points in the State of Idaho. This tariff is on file with the Idaho Public Utility Commission and at the Company's office at 417 2nd Avenue West, Seattle, Washington 98119. Copies may be inspected during normal business hours.

Issued: January 27, 1997

Effective: February 17, 1997

Issued by: Kal Karran  
Title: Network Planning Director

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CHECK SHEET

Sheets 1 through 27 inclusive 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>EFFECTIVE DATE</u> | <u>SHEET</u> | <u>REVISION</u> | <u>EFFECTIVE DATE</u> |
|--------------|-----------------|-----------------------|--------------|-----------------|-----------------------|
| Title        | Original        | February 17, 1997     | 15           | Original        | February 17, 1997     |
| 1            | Original        | February 17, 1997     | 16           | Original        | February 17, 1997     |
| 2            | Original        | February 17, 1997     | 17           | Original        | February 17, 1997     |
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| 4            | Original        | February 17, 1997     | 19           | Original        | February 17, 1997     |
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| 6            | Original        | February 17, 1997     | 21           | Original        | February 17, 1997     |
| 7            | Original        | February 17, 1997     | 22           | Original        | February 17, 1997     |
| 8            | Original        | February 17, 1997     | 23           | Original        | February 17, 1997     |
| 9            | Original        | February 17, 1997     | 24           | Original        | February 17, 1997     |
| 10           | Original        | February 17, 1997     | 25           | Original        | February 17, 1997     |
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| 12           | Original        | February 17, 1997     | 27           | Original        | February 17, 1997     |
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Boise, Idaho

**CONTACT INFORMATION**

Customer complaints, bill inquiry, new service or disconnect requests:

Customer Care Department  
International Telcom, Ltd.  
417 2nd Avenue West  
Seattle, WA 98119  
(800) 959-KALL [(800) 959-5255]

Commission contact - tariff information:

John Arnold  
Network Provisioner  
International Telcom, Ltd.  
417 2nd Avenue West  
Seattle, WA 98119  
(206) 301-7001

Commission contact - complaints:

John Arnold  
Network Provisioner  
International Telcom, Ltd.  
417 2nd Avenue West  
Seattle, WA 98119  
(206) 301-7001

Mike Savage  
Customer Care Manager  
International Telcom, Ltd.  
417 2nd Avenue West  
Seattle, WA 98119  
(206) 301-7019

Idaho agent:

The Corporation Service Company  
200 North 23rd Street  
Boise, ID 83702

**TRACKING**

The following are used for the purposes indicated below:

- D - Delete or discontinue
- I - Increase in rate or change
- M - Moved from another tariff location
- N - New
- R - Decrease in rate or charge
- T - Change in text, but no change in rate or charge or regulation
- C - Change in regulation

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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 10 and 11 would be 10.1.
- 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 revision on file with the IPUC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the IPUC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of 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 IPUC, 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 this page if there are 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 IPUC.

**SERVICE AREA**

The Company will offer service throughout the State of Idaho.

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## NAME OF UTILITY

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Access Line - A circuit which connects the calling customer's location to an interexchange switching center.

Access Code - A numeric code that, when dialed, connects the caller to the provider of services associated with that sequence

Authorization Number - A four to twelve digit security number, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes. All authorization codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular authorization code.

Authorized User - A user who is a customer, or a person authorized by a customer that uses the Company's services. An Authorized User is responsible for compliance with this tariff.

Billed Party - The person or entity responsible for payment for use of the Company's service(s).

Called Station - The termination point of a call (i.e. the called number).

Calling Station - The origination point of a call (i.e. the calling number).

Carrier - International Telcom, Ltd.

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - A path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

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

Company - International Telcom, Ltd.

Credit Card Calls (Calling Card Calls) - A call for which charges are billed not to the originating telephone number, but to a credit card, such as Visa or Master Card, or to a LEC or interexchange carrier calling card, including calling cards issued by the Company.

Customer - Any person, firm, partnership, association, joint stock company, trust, corporation, governmental entity or any other entity ordering service, that is responsible for payment of charges and for compliance with this tariff.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)**

Customer Dialed Calling Card Call - A call that is billed to a Calling Card that does not require intervention by an attended operator position to complete.

Customer Provided Equipment - Telecommunications equipment provided by a customer or authorized user used to originate calls using the Company's service.

Day - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Dedicated Line Service - A service where the Customer is connected to Carrier's network with a private line, into machine trunk or high capacity T-1 circuit.

Dial-up - A method of using Carrier where a Customer dials 950-xxxx, enters a code and places a call.

Direct Dialed Call - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the assistance of a live or automated operator. This includes calls forwarded by call forwarding equipment.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Exchange - A geographic area established by the tariff of Local Exchange Carriers for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

FCC - The Federal Communication Commission.

Local Exchange Carrier (LEC) - A telephone company utility which provides local telecommunications services to a specific geographical area for business and residential customers.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

Non-recurring Charges - Non-recurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). The types of non-recurring charges that apply for Switched Service are: installation of service and service rearrangements.

One-Plus - A method of accessing service where a Customer selects the Company as an equal access provider of long distance.

Other Common Carrier - A common carrier, other than the Company, providing intrastate communications service(s) to the public.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)**

Personal Identification Number (PIN) - A numeric code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the service user for security and/or billing purposes. All PIN codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular PIN code.

Point of Presence - The site(s) where the Company provides a network interface with facilities provided by the Other Common Carrier, Local Exchange Carriers or Customers for Access to the Company's network configuration.

POTS - Plain Old Telephone Service. Basic service supplying standard single line access to the public switched network.

Premises - A building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Project Code - A two to twelve digit number a Customer dials when using the Carrier switch to provide enhanced accounting and billing features.

Subscriber - The person or legal entity which enters into an arrangement for the Company's telecommunications services.

Switched Service - A network that uses SCAN and/or CCSA type common control switching, connecting the calling party to the called party.

T-1 Service - A method of using Carrier where access is provided by installing a high capacity circuit from Carrier to Customer.

Uncompleted Call - Any call where the communication path between the calling and the called station is not established (i.e., busy, no answer, etc.).

United States - The forty-eight (48) contiguous states and the District of Columbia, Hawaii, Alaska, Puerto Rico, the U. S. Virgin Islands, as well as the off-shore areas outside the boundaries of the coastal states of the forty-eight contiguous states to the extent that such areas appertain to and are subject to the jurisdiction and control of the United States.

User - The person at the Subscriber's location who actually places the call through the Company's service.

Wats Access Line (WAL) - A method of using Carrier where access is provided by installing a special line that is a partially switched and partially dedicated access line.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1. Application of Tariff**

This tariff contains the regulations and rates applicable to the provision of intrastate telecommunication services by International Telcom, Ltd. (Company) between points within the State of Idaho as specified in this tariff. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.

All terms, conditions and limitations of liability contained in this tariff apply to all Idaho intrastate services provided by the Company, including those where charges are established pursuant to contract, unless the contract explicitly provides otherwise.

**2.2. Interconnection with Other Common Carriers**

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services concurrently with its own facilities for the provision of Service offered in this tariff.

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

**2.3. Shortage of Facilities**

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing service when necessary because of the lack of satellite or other transmission medium capacity or due to any causes beyond its control.

**2.4. Uses of Services**

- 2.4.1. Customers may only use the services provided under this tariff in a manner consistent with the terms of this tariff, applicable laws, and all governmental authorities having jurisdiction over the service.
- 2.4.2. Services provided in this tariff shall not be used for unlawful purposes.
- 2.4.3. The use of the Company's Service(s) without payment for Service or attempting to avoid payment for Service(s) by fraudulent means or devices, schemes, false or invalid numbers of false calling or credit cards is prohibited.

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**SECTION 2 - RULES AND REGULATIONS (Continued)**

**2.5. Liability of the Company**

- 2.5.1. Except as stated in Section 2.5., the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for gross negligence or willful misconduct. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 2.5.2. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Carrier by the Customer for the specific services in the month in which the event giving rise to the liability occurred. No action or proceeding against the Carrier shall be commenced more than one year after the event giving rise to the liability occurred. However, any mistake, omission, interruption, delay, error, or defect in transmission or Service(s) that are caused by or contributed to by the negligence or willful act of the Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in any liability of the Company.
- 2.5.3. THE COMPANY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 2.5.4. The Company is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the Service(s) received by Customer, or for the unavailability of or any delays in the furnishing of any Service(s) or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the Services provided to Customer, the Company's liability shall be limited according to the provisions of Section 2.5.2. above and elsewhere in this tariff.
- 2.5.5. The Company shall not be liable for any failure of performance due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature; federal, state or local governments having jurisdiction over the Company or the Services provided within this tariff; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company.

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**SECTION 2 - RULES AND REGULATIONS (Continued)**

**2.5. Liability of the Company (Continued)**

- 2.5.6. The Company shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees and court costs, due to:
- (A) Claims for libel, slander, infringement of copyright or unauthorized use of any trade mark, trade name or service mark arising out of the material, data, information, or other content over the Carrier's facilities.
  - (B) Claims for patent infringement arising from combining or connecting the Carrier's facilities with apparatus and systems of the Customer.
  - (C) All other claims arising out of any act or omission of the customer in connection with any service or facilities provided by the Carrier.
- 2.5.7. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment.
- 2.5.8. Where Customer-provided equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the maintenance and operation of such services in the proper manner; subject to this responsibility, the Company shall not be responsible for the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or the reception of signals by Customer-provided equipment; or network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- 2.5.9. Under no circumstances whatsoever shall the Company or its officers, directors, agents, or employees be liable for any indirect, incidental, special, or consequential damages.
- 2.5.10. The included tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

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**SECTION 2 - RULES AND REGULATIONS (Continued)**

**2.6. Assignment**

Customer shall not assign or transfer the service or any rights associated with the service except with prior written consent of the Company. The Company may at the Company discretion, permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

**2.7. Responsibilities of the Customer**

- 2.7.1. The Customer is responsible for placing any necessary orders, and for complying with tariff Regulations, and for ensuring that Authorized users comply with tariff regulations. The Customer is also responsible for the payment of charges for calls originated at the Customer's premises. This includes payment for calls or services originated at the Customer's number(s); accepted at the Customer's number(s) (i.e., collect calls); billed to the Customer's number via Third Number Billing if the Customer is found to be responsible for such call or service, the use of a Calling Card, the use of a Company assigned Special Billing Number and incurred at the specific request of the Customer.
- 2.7.2. The Customer is responsible for charges incurred for special construction and/or special facilities that the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.7.3. If required for the provision of the Company's Services, the Customer must provide any equipment space, supporting structure, conduit, and electrical power without charge to the Company.
- 2.7.4. The Customer is responsible for arranging access to its premises at times mutually acceptable to the Customer and the Company when required for the Company personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of the Company's Service(s).
- 2.7.5. The Customer shall ensure that its terminal equipment and system are properly interfaced with the Company's facilities and Services, that the signals and voltages emitted into the Company's facilities are of the proper mode, bandwidth, power, and signal level of the intended use of the Customer and in compliance with the criteria set forth in the rules of the FCC, and that the signals do not damage equipment, injure personnel or degrade Service to other Customers.

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**SECTION 2 - RULES AND REGULATIONS (Continued)**

**2.7. Responsibilities of the Customer (Continued)**

2.7.6. Interconnection between the Customer's equipment and Company-provided service must be made by the Customer by leased channel or dial-up service. Where interconnection between Customer's equipment and Company-provided service is not made by lease of Company facilities, interconnection must be made by the Customer at the Company's operating offices. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.7.7. If the protective requirements in connection with Customer-provided equipment are not being complied with, the Company may take such immediate action as necessary to protect its facilities and personnel and will promptly notify the Customer of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm. The Carrier will, upon 24 hours advance request, provide Customer with a statement of technical parameters that the Customer's equipment must meet.

2.7.8 The Customer is liable to the Company for replacement and repair of damage to the equipment and facilities of the Company caused by negligence and willful act of the Customer, its Authorized Users, and others, and for improper use of equipment provided by the Customer, its Authorized Users, and others.

2.7.9. The Customer is liable for any loss of Company equipment installed at the Customer's premises caused by: theft, fire, flooding, or any other casualty or criminal act.

2.7.10. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Carrier.

2.7.11. Customers are responsible for the security and usage of all authorization numbers assigned, and for payment of all charges placed against them. Customers are allowed 30 days after each statement posting date to notify Carrier of calls believed to be incorrectly charged to Customer's account. Credit for such calls, if allowed, will be made on the statement posted not later than sixty days after receipt by Carrier of such notification. Customers claiming not to be responsible for more than five calls on any one statement may be required to accept a number change.

**2.8. Responsibilities of Authorized Users**

2.8.1. The Authorized User is responsible for compliance with applicable regulations set forth in this tariff.

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**SECTION 2 - RULES AND REGULATIONS (Continued)**

**2.8. Responsibilities of Authorized Users (Continued)**

- 2.8.2. The Authorized User is responsible for establishing its identity as often as necessary during the course of a call.
- 2.8.3. The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.8.4. The Authorized User is responsible for providing the Company with a valid method of billing for each call. The Company reserves the right to validate the credit worthiness of Users through available Credit Card, Called Number, Third Party telephone number and Room Number verification procedures. Where a requested billing method cannot be validated, the User may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

**2.9. Termination or Interruption of Services**

- 2.9.1. Without incurring liability, the Company may discontinue Service(s) under the following conditions (the Company will give prior written notice unless otherwise specified):
- (i) For past due balances or when usage has exceeded the credit limit established by the Company.
  - (ii) For violation of the terms or conditions governing the furnishing of services under this tariff.
  - (iii) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's Service(s).
  - (iv) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Carrier may immediately discontinue suspend service without incurring any liability.
  - (v) Upon condemnation of any material portion of the facilities used by the Carrier to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Carrier, by notice to the Customer, may discontinue or suspend service without incurring any liability.
  - (vi) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Carrier may immediately discontinue or suspend service without incurring any liability.

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**SECTION 2 - RULES AND REGULATIONS (Continued)**

**2.9. Termination or Interruption of Services (Continued)**

2.9.1. (Continued)

(vii) In the event of fraudulent use of the Carrier's network, the Carrier may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

Upon the Carrier's discontinuance of service to the Customer under Section 2.9.1 (i) or (ii), the Carrier, in addition to all other remedies that may be available to the Carrier at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at 6%).

If service is disconnected by the Carrier in accordance with section 2.9.1., and later restored, restoration of service will be subject to all applicable installation charges.

2.9.2. Without incurring liability, the Company may temporarily interrupt the provision of Service(s) at any time in order to perform test(s) and inspection(s) to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities.

2.9.3. In the event that the Company incurs attorneys fees or other costs to recover any sums then due and the Company prevails, the Company shall be entitled to recover its costs of collection, legal costs, court costs, and reasonable attorneys' fees, in addition to whatever other relief the court may award. The Company may assign or sell receivables to Local Exchange Carriers, collection agencies or other parties and the amounts owed to the Company shall then become due and payable to that third party.

2.9.4. Service(s) may be discontinued by the Company, without notice to the Customer, by blocking traffic to and from certain countries, cities, NXX's, or by blocking calls using certain Customer Authorization Codes or Calling Card Account Numbers when the Company deems it necessary to take such action to prevent fraud or other unlawful use of its Service(s). The Company may restore Service(s) as soon as it can be provided without undue risk.

2.9.5. If, for any reason, Service(s) is interrupted, the Customer will only be charged for the Service(s) that was actually used.

2.9.6. The Company reserves the right to refuse or honor RESPORG (800 Responsible Organization) change requests when an unsatisfied business relationship exists between the Customer and the Company.

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**SECTION 2 - RULES AND REGULATIONS (Continued)**

**2.10. Allowances for Interruption of Service**

Credit allowance for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or the failure of channels, equipment and/or communications systems provided by the Customer or due to vendor failures, are subject to the general liability provisions set forth in Sections 2.5. It shall be the obligation of the Customer to notify the Carrier of any interruptions in service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within his control, or is not in wiring or equipment connected to the terminal or the Carrier.

2.10.1. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Carrier under this Tariff. An interruption period begins when the Customer reports a services, facility or circuit to be interrupted and release it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. Credit allowances are applied on a pro rate basis against the rate specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. A credit allowance will be given for interruptions of thirty (30) minutes or more. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

2.10.2. No credit allowance will be made for:

- (A) interruptions due to the negligence of, or noncompliance with this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Carrier;
- (B) interruptions due to the negligence of any person other than the Carrier, including but not limited to the Customer or other common carriers connected to the Carrier's facilities;
- (C) interruptions due to the failure of malfunction of non-Carrier equipment;
- (D) interruptions of service during any period in which the Carrier is not given full and free access to it's facilities and equipment for the purpose of investigating and correcting interruptions;

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**SECTION 2 - RULES AND REGULATIONS (Continued)**

**2.10. Allowances for Interruption of Service (Continued)**

2.10.2. (Continued)

- (E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (F) interruptions of service 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; or
- (G) interruption of service due to circumstances or causes beyond the control of Carrier.

**2.11. Payment for Service**

The Customer is responsible for payment of all charges for facilities and Service(s) furnished by the Company, including charges for Service(s) originated or charges accepted at the Customer's service point.

- 2.11.1. Charges for Third Party calls will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- 2.11.2. Charges for Credit Card Calls will be included on the Billed Party's regular monthly statement from the card-issuing company.
- 2.11.3. The Customer will be billed for and is liable for payment of all applicable federal, state and local use, assessments, surcharges, sales and/or privilege taxes and/or similar liabilities chargeable to or against the Company as a result of the provision of the Company's Service(s), in addition to the rates indicated in this tariff. Taxes or surcharges may be passed through to customers of a taxing jurisdiction on a prorated basis such that the total of all such charges aggregated among all customers in the taxing jurisdiction shall approximately equal the total amount of tax due in that jurisdiction.

A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Carrier's operations in any such state, or a tax on interstate access charges incurred by the Carrier for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Carrier by virtue of, and measured by, the gross receipts or revenues of the Carrier in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item the Customer's monthly invoice.

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**SECTION 2 - RULES AND REGULATIONS (Continued)**

**2.11. Payment for Service (Continued)**

- 2.11.4. The Customer shall remit payment of all charges to the Company or to any agency authorized by the Company to receive such payment. Customers have up to 90 days (commencing five days after remittance of the bill) to initiate a dispute over charges or to received credits. Undisputed amounts may not be withheld.
- 2.11.5. If the bill is not paid within fifteen (15) calendar days following issuance of the bill, the account will be considered past due.
- 2.11.6. Bills are due and payable upon receipt. Interest at the lesser of (1) the rate of one and one-half (1.5%) percent per month, or (2) the highest rate allowed by law per month shall accrue upon any unpaid amount commencing thirty (30) days after the date of the bill for the amount first sent.
- 2.11.7. A delinquent account may subject the Customer's Service(s) to temporary disconnection.
- 2.11.8. Failure to receive a bill will not exempt a Customer from prompt payment of any sum(s) due the Company.
- 2.11.9. Charges for recurring fees will be billed one (1) month in advance. Usage charges will be billed one (1) month in arrears.
- 2.11.10. The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Carrier which a financial institution refuses to honor. The charge will be applied to the Customer's monthly billing in addition to any other charges which may apply under this tariff. Payment rendered by check, subsequently dishonored, shall not constitute payment until the customer makes a valid repayment.

**2.12. Deposits**

The Company does not require a deposit from the customer. However, in the event the Company requires deposits in the future, the following rules shall apply:

To safeguard its interests, the Carrier may require a Customer to make a deposit before services and facilities are furnished. The deposit will not exceed an amount equal to two months of estimated monthly usage charges. In addition, where special construction is involved, the deposit may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Carrier and the Customer. The deposit will be credited to the Customer's initial bill.

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