## TITLE SHEET

# IDAHO PUBLIC UTILITIES COMMISSION INTEREXCHANGE TELECOMMUNICATIONS PRICE LIST, RULES, REGULATIONS, TERMS AND CONDITIONS

**OF** 

#### CAUSE BASED COMMERCE INCORPORATED d/b/a THE SIENNA GROUP

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Cause Based Commerce Incorporated d/b/a The Sienna Group ("CBCI"), with principal offices at 6460 Harrison Avenue, Suite 302, Cincinnati, Ohio 45247. This price sheet applies for services furnished within the state of Idaho. This price list is on file with the Idaho Public Service Commission and copies may be inspected, during normal business hours, at the Company's principal place of business.

## **CHECK SHEET**

The sheets listed below, which are inclusive of this price list, 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 price list and are currently in effect as of the date of the bottom of this page.

SHEET	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
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## **SYMBOLS SHEET**

- **D** Delete or Discontinue
- I Change Resulting In an Increase to a Customer's Bill
- M Moved From Another Price list Location
- N New
- R Change Resulting In a Reduction to a Customer's Bill
- T Change in Text or Regulation but No Change in Rate or Charge

#### PRICE LIST FORMAT SHEETS

- **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 price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- **B.** Sheet Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc, the FPSC follows in their price list approval process; the most current sheet number on file with the Commission is not always the price list 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:

2.1.
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).

**D.** Check Sheets - When a price list filing is made with the FPSC, an updated check sheet accompanies the price list filing. The check sheet lists the sheets contained in the price list, 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 price list user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

## **SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Certain terms used generally throughout this price list are defined below.

**Access Code** - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

**Access Minutes** - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

**Account** - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

**Advanced Payment** – Payment of all or part of a charge required before the start of service.

**Authorized User** – Denotes an individual, partnership, association or corporation (other than the Customer) who is authorized by the Customer to be connected to the service of the Customer and on whose premises a station of the dedicated communications service must be located.

**Billed Party** – The person or entity responsible for payment of the Company's service(s) for long distance and related services.

Calling Card Calls – A direct dial call for which charges are billed not to the originating telephone number, but to a calling card that may or may not be associated with the originating telephone number.

**Central Office** – A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

**Channel** – Denotes a path for electrical transmission between two or more points, the path having a bandwidth designed to carry voice grade transmission.

**Collect Calls** – A call for which charges are billed, not to the originating telephone number, but to the destination or termination telephone number.

**Commission** – The Idaho Public Service Commission ("Commission") or ("FPSC").

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

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#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS continued

Company – Cause Based Commerce Incorporated ("CBCI") d/b/a The Sienna Group

**Customer** - Any person, firm, partnership, corporation or other legal entity that subscribes to service under the terms and conditions of this price list and is responsible for the payment of charges.

**Customer Designated Premises (CDP)** – Premises designated by the Customer for the provision of access service.

**Customer – Provided Facilities** – Denotes all communications facilities provided by the Customer and/or authorized end user other than those provided by the Company.

**Direct Dial Call** – Denotes a domestic interstate or intrastate telephone number from which the call originated without the automatic or live assistance of an operator, which includes calls forwarded by call forwarding equipment.

**Equal Access Code** – An access code that allows the public to obtain equal access connection to the carrier associated with that code.

**Exchange** – Denotes a unit established by the local exchange carrier for the administration of communications service in a specified area, which 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. One or more designated exchanges comprise a given Local Access and Transport Area.

**Facility** - Denotes any cables, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this price list.

**Holidays** - New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, Christmas Eve and Christmas Day.

**Interface** – The point at which facilities or services of one type are connected with facilities or services of another type.

**Individual Case Basis** – A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

#### **SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS continued**

**Interstate** - The term Interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

**Intrastate Communications** - Any communications, which originates and terminates within the same state.

**Joint User** – A person, firm or corporation who is designated by the Customer as a user of a dedicated communications service of the Customer and to whom a portion of the charge for the service will be billed under a joint use arrangement.

**Local Access and Transport Area (LATA)** - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

**Local Calling Area** - A geographical area, as defined in the Company's local or general exchange service price list in which an End User may complete a call without incurring toll usage charges.

**Local Exchange Carrier** – Any individual, partnership, association, joint-stock company, trust governmental entity or corporation engaged in the provision of local exchange telecommunication services.

**Mbps** – Megabits, or million of bits per second.

**Message** - A Message is a Call as defined above.

N/A - Not Applicable.

**Nonrecurring Charges**: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

**Originating Direction** - The use of Switched Access Service for the origination of calls from an End User premises to an IC premises.

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS continued

**Point of Termination** - The point of demarcation within a Customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

**Premises** - The physical space designated by the Customer for the termination of the Company's service.

**Recurring** Charge – The monthly charge to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Presubscription** – Is an arrangement whereby an end user may select and designate to the telephone company an interexchange carrier (IXC) to access, without an access code, for toll calls. This IXC is referred to as the end user's predesignated IXC.

**Service Commencement Date** – The first day following the date on which the Company notifies the Customer that the requested service is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this price list, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order – A request for local exchange service by the Customer in a format specified by the Company. Service Orders shall contain or reference the name and address of the Customer, a specific description of the services ordered, the rate to be charged, the duration of the services, and the terms and conditions in this price list. The Customer may initiate a Service Order by telephone, e-mail, or other electronic means, or in writing, however, the Company reserves the right to require that the Customer prior to initiating service execute the Service Orders.

**Special Access Service** – General dedicated (private line) facilities between two or more customer designated premises.

**Trunk** - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

**Trunk Group** - A set of trunks, which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable. **User** – A customer or any other person authorized by the Customer to use service provided under this price list.

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By:

## **SECTION 2 - RULES AND REGULATIONS**

## 2.1 <u>Undertaking of the Company</u>

The Company's services are furnished for communications originating at specified points within the state of Idaho under terms of this price list.

The Company resells the communications services provided herein in accordance with the terms and conditions set forth under this price list. It 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 a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.

## 2.2 **Limitations**

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this price list.
- 2.2.2 The Company's reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control: or when the customer is using service in violation of the law or the provisions of this price list.
- 2.2.3 All facilities provided under this price list are directly controlled by the Company and the customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4 All regulations and conditions contained in this price list 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 The Company's liability arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the aforementioned faults in transmission occur, unless ordered by the Commission.
- 2.3.2 The included price list 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

#### **SECTION 2 - RULES AND REGULATIONS continued**

adjudicate negligence and consequential damages claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

- 2.3.2 The 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 transmitted over the Company's facilities.
  - (B) All other claims arising out of any act or omission of the customer in connection with any service or facility provided by the Company.

#### 2.4 Interruption of Service

- 2.4.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the customer, or due to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in Subsection 2.3.1. It shall be the customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer within his control, or equipment, if any, furnished by the customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.
- 2.4.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.
- 2.4.3 The customer shall be credited for an interruption of more than twenty-four hours in accordance with Idaho rules and regulations.

## 2.5 <u>Disconnection of Service by Carrier</u>

The company (carrier), upon 5 working days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

2.5.1 Non-payment of any sum due to carrier for regulated service for more than thirty days beyond the date of rendition of the bill for such service.

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By:

Timothy J. Bischel, President Cause Based Commerce Incorporated 6460 Harrison Ave., Suite 302 Cincinnati, OH 45247

## **SECTION 2 - RULES AND REGULATIONS continued**

- 2.5.2 A violation of any regulation governing the service under this price list.
- 2.5.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.
- 2.5.4 Service may be disconnected without notice for tampering with company equipment, for interfering with the service to other customers, for fraud, or in the event of a hazardous condition.

## 2.6 **Deposits**

The Company does not require a deposit from the customers.

## 2.7 **Advance Payments**

For customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

## 2.8 Taxes

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

## 2.9 **Billing of Calls**

All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

## **SECTION 3 - DESCRIPTION OF SERVICE**

#### 3.1 **Timing of Calls**

#### 3.1.1 When Billing Charges Begin and End For Phone Calls

The customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when 2 way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

## 3.1.2 **Billing Increments**

The minimum call duration for billing purposes is eighteen (18) seconds. Usage is measured thereafter in six (6) second increments and rounded to the next six (6) second period.

#### 3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

#### 3.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

## 3.3 **Service Offerings**

#### 3.3.1 **CBCI Long Distance Service**

CBCI Long Distance Service is offered to residential and business customers. The service permits direct dialed outbound calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines. The minimum call duration for billing purposes is eighteen (18) seconds. Usage is measured thereafter in six (6) second increments and rounded to the next six (6) second period.

#### **SECTION 3** - DESCRIPTION OF SERVICE continued

#### 3.3.2 CBCI 800/888 (Inbound) Long Distance Service

CBCI 800/888 (Inbound) Long Distance Service is offered to residential and business customers. The service permits inbound 800/888 calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines. The minimum call duration for billing purposes is eighteen (18) seconds. Usage is measured thereafter in six (6) second increments and rounded to the next six (6) second period.

## 3.3.3 **Travel Calling Card Service**

Travel Calling Card Service is a calling card service offered to residential and business customers who subscribe to the CBCI Long Distance Service calling plan. Customers using the Carrier's calling card service access the service by dialing a 1-800 number followed by an account identification number and the number being called. This service permits subscribers utilizing the Carrier's calling card to make calls at a single per minute rate. The minimum call duration for billing purposes is eighteen (18) seconds. Usage is measured thereafter in thirty (30) second increments and rounded to the next thirty (30) second period. There are no nonrecurring or monthly recurring charges. Travel Calling Card calls are billed at the Company's rate and appear on the Customer's monthly long distance bill.

## 3.3.4 Prepaid Calling Card Services

Prepaid Calling Card Services are a discretionary switched access service available to subscribers via a toll free number from any telephone in the United States. The user's account is credited for the amount of calling purchased and is debited as the subscriber places calls, until the account balance is depleted. Subscribers are informed of the amount of calling time remaining on the card at the time they access the Company's equipment and enter a card identification number and are reminded to replenish the account prior to its depletion at one (1) minute prior to the account's depletion. Subscribers may immediately replenish the account at any time by contacting the Company's customer service department and charging the desired amount to a valid credit card or by mailing a check to the Company. If the account is not replenished, access to the Company's underlying carrier network is blocked. Prepaid Calling Card calls are billed initially in one (1) minute increments with one (1) minute billing increments thereafter. Prepaid Calling Card per minute rates do not include state and local taxes and surcharges.

# **SECTION 4 - RATES**

- 4.1 Message Toll Service IntraLATA and InterLATA
  - A. Switched Access 1+ and Toll Free Message Toll Service Rates

	<b>Initial Minute</b>	Additional Minute	
	or Fraction Thereof	or Fraction Thereof	
Residence	\$0.159	\$0.159	
Business	\$0.159	\$0.159	

- 4.2. Dedicated Access 1+ and Toll Free Service
  - A. Dedicated 1+ Service

	<b>Initial Minute</b>	Additional Minute
	or Fraction Thereof	or Fraction Thereof
Residence	\$0.159	\$0.159
Business	\$0.159	\$0.159

B. Dedicated Toll Free Service

	Initial Minute	Additional Minute
	or Fraction Thereof	or Fraction Thereof
Residence	\$0.159	\$0.159
Business	\$0.159	\$0.159

C. Travel Card Service, Per Minute Rate

	Initial Minute	Additional Minute
	or Fraction Thereof	or Fraction Thereof
Residence	\$0.159	\$0.159
Business	\$0.159	\$0.159

## **SECTION 4** – RATES continued

4.3	Toll Free	(800)	) Directory	Assistance

## A. Non-Recurring Charges

Set up – Toll Free Directory Assistance	\$50.00
Set up – Rush Order	\$100.00
Change Number	\$50.00
Toll Free Directory Assistance Inquiries	\$1.50
beginning with the 16 <sup>th</sup> in one month	

# B. Monthly Recurring Charges

Month Usage Fee (includes up to 15 inquiries) \$50.00

## 4.4 One Plus Directory Assistance

Per Inquiry \$1.50

# 4.5 Prepaid Calling Card Service

Per Minute \$0.159

## SECTION 4 - RATES continued

## 4.8 **Payment of Calls**

#### 4.8.1 **Late Payment Charges**

A late payment Charge of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

#### 4.8.2 Return Check Charges

When a Customer makes a payment to the Company in the form of a check, bank draft, credit card, debit card or other non-cash payment method, and the payment is returned to the Company unpaid, a \$35.00 returned item fee may be applied to the Customer's account.

## 4.9 **Restoration of Service**

A reconnection fee of \$15.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

#### 4.8 **Special Promotions**

The company will, from time to time, offer special promotions to its customers waiving certain charges. These promotions will be approved by the FPSC with specific starting and ending dates, and be made part of this price list.

## 4.9 **Hours of Operation**

Monday – Friday 9:00AM to 9:00PM and Saturday 10:30AM - 3:00PM (All times are Eastern)