

FYBERCOM LLC dba FYBERCOM

NON-FACILITIES BASED RESOLD LOCAL EXCHANGE

TELECOMMUNICATION SERVICES FURNISHED BY

FYBERCOM LLC

WITHIN THE STATE OF IDAHO

This tariff contains the description, regulations, and rates applicable to the furnishing of non-facilities based resold local exchange telecommunications services provided by Fibercom LLC dba Fibercom within the State of Idaho, with principal offices at 3780 N. Yellowstone Hwy., Idaho Falls, Idaho 83401. This tariff is on file with the Idaho Public Utilities Commission, and copies may be inspected during normal business hours at the Fibercom LLC's principal place of business.

Fybercom LLC dba Fybercom
3780 N. Yellowstone Hwy.
Idaho Falls, Idaho 83401

Legal and Regulatory Director: 208.403.0505

Issued: August 23, 2024

Effective: September 2, 2024

Issued By: Kort Spencer, Chief Operating Officer
3780 N Yellowstone Hwy.
Idaho Falls, ID 83401

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING
September 2, 2024
Boise, Idaho

CHECK SHEET

All sheets 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.

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SYMBOLS

The following symbols shall be used for the purposes indicated below:

- C** - To indicate change in regulation
- D** - To indicate discontinued rate or regulation
- I** - To indicate a rate increase
- M** - To indicate material relocated in the tariff
- N** - To indicate a new rate or regulation
- R** - To indicate a rate reduction
- S** - To indicate a reissued matter
- T** - To indicate a change in text, but no change in rate or regulation

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TARIFF FORMAT

2. 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.
3. Page Revision Numbers – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
4. 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)
5. Check Sheets – When a tariff filing is made with the Commission, 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. remain the same, just revised revision levels on

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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 Commission.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Access Line – An arrangement which connects the Customer’s location to a primary carrier’s network switching center.

Advance Payment – A payment required before the start of service. Advanced payment may consist of any required construction cost, all appropriate non-recurring charges, and an estimate of the first month's recurring charges. Advance Payments will be applied to the first bill rendered by Company following implementation of services.

Agent – A business representative authorized by the Company to bring about, modify, affect, accept performance of, or terminate contractual obligations between the Company and its applicants or Customers

Applicant – A person who applies for telecommunications service. Includes persons seeking reconnection of service after Company-initiated termination.

Automatic Number Identification (ANI) – The automatic transmission of a calling party’s billing account telephone number to a local exchange Company, interexchange carrier or a third-party subscriber. The primary purpose of ANI is for billing of toll calls.

Authorized User – A Customer, or any other person, firm, corporation, or other entity authorized by a Customer to use Service provided under this tariff or placed in a position by the Customer, either through acts or omissions, to use Service provided under this tariff.

Carrier or Company – Fibercom LLC dba Fibercom

Central Office (CO) – Company facilities where Subscriber lines are connected to each other through switching equipment for placing local and long-distance telephone calls.

Commission – Idaho Public Utilities Commission

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Customer or Subscriber – The person or legal entity which subscribes to, utilizes, or enters into arrangements for Company’s Service and is responsible for payment of charges due and compliance with the Company’s tariff regulations.

Customer-Provided Equipment (CPE) – Equipment provided by the Customer for use with the Company’s Service. CPE can include a station set, facsimile machine, key system, PBX, or other information, communication, or power system.

Holidays – New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Individual Case Basis (ICB) – A Service arrangement in which the regulations, rates, and charges are developed based on the specific circumstances of the Customer’s situation.

Interruption – The inability to transport data, telephony or internet traffic due to equipment malfunctions or human errors. Interruption shall not include the failure of any service or facilities provided by a common carrier or other entity other than the Company. Any Interruption allowance provided within this tariff by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company’s Service or any other reason covered by this tariff or by applicable law.

Monthly Recurring Charge (MRC) – The charges to a Customer for services, facilities and equipment, which recur monthly for the agreed upon duration of the service.

Non-listed Service – A directory listing service wherein a Customer is not listed in the published directory, but is listed in the directory assistance database.

Non-published Service – A directory listing service wherein a Customer is not listed in the published directory or in the directory assistance database.

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Non-recurring Charges (NRC) – The one-time installation charges for Service 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.

Prepaid Account – A service purchased in advance by the Customer required for Service.

Primary Carrier – The telecommunications carrier over whose facilities Company’s network calls are actually (physically) carried and provide the technical capability and capacity necessary for the transmission and reception of the Customer telecommunications traffic.

Recurring Charges – The monthly charges to the Customer for services, facilities, and equipment which continue for the agreed upon duration of the Service.

Residential Service – Telephone service to a residential location which is not listed in the business section of the local telephone directory.

Resold Services – Local exchange services provided by the Incumbent Local Exchange Carrier and resold by the Company.

Service – Any Telecommunications Service(s) provided by the Company under this tariff.

Service Commencement Date – The date on which the Company notifies the Customer that the requested Service or facility is available for use.

Service Order – The written request for Service executed by the Customer and the Company in a format specified by the Company. Issuance of a Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the Service is calculated from the Service Commencement Date.

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

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Termination of Service – Discontinuance of both incoming and outgoing Service.

User – A Customer or any other person authorized by the Customer to use Service provided under this tariff.

SECTION 2 – RULES AND REGULATIONS

2.1. Application of Tariff

- 2.1.1. The tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate local and interexchange communications services by Company to Customers in the State of Idaho. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission’s rules. The Company’s services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff. Service is available 24 hours a day, seven days a week.
- 2.1.2. Company’s Services may be provided over the telecommunications channels, facilities or services of other facilities-based carriers including the facilities of the incumbent local exchange carrier.
- 2.1.3. The rates and regulations contained in this tariff apply only to the Services furnished by the Company to the Customer and do not apply, unless otherwise specified, to the lines, facilities, or services provided by the incumbent local exchange telephone company or other common carrier for use in accessing the services of the Company.
- 2.1.4. The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Carrier or other providers to the Company for resale

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- 2.1.5. The Company reserves the right to limit or allocate the use of existing facilities or of additional facilities offered by the Company, when necessary, because of lack of facilities or due to some other cause beyond the Company's control.
 - 2.1.6. The Customer is entitled to limit the use of Company's services by end users at the Customer's facilities and may use other common carriers in addition to or in lieu of the Company.
 - 2.1.7. The Services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of local exchange access line services.
 - 2.1.8. The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.

2.2. Terms and Conditions

- 2.2.1. Company's Services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2. The use of Company's Services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3. The Customer or other user's use of Company's Services without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes false or invalid numbers, or false calling or credit cards or other access method is prohibited.
- 2.2.4. Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least 30 days, 24 hours per day. When a Service

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is discontinued prior to the expiration of the minimum period, charges are applicable, whether the Service is used or not.

2.3. Liability of the Company

- 2.3.1. The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any Service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.3.2. The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and any user against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other conduct revealed to, transmitted by, or used by the Company under this tariff; or for any act or omission of the Customer or any user; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.
- 2.3.3. The Company shall not be liable for any defacement of or damages to the premises of a Customer any user, resulting from the furnishing of service, which is not the result of the Company's negligence.

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- 2.3.4. Company is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the Services of the Company.
- 2.3.5. Company is a separate entity from the Primary Carrier and other companies which may be involved in the provision of Services to a Customer. Company is responsible and liable only to the terms set forth above and only for the acts of its own employees.
- 2.3.6. Company shall not be liable for any consequential or incidental damages or lost profits or opportunity revenues or for any personal injury, or death of any persons, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause and whether negligent or otherwise.
- 2.3.7. Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the prorata charge to the Customer for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have 30 days.

2.4. Responsibility of the Company

- 2.4.1. The Company is responsible for processing the prospective Customer's application for service and, if the Company accepts that application, for working within its manageable limits to engage the Customer as a provisioned Customer of the Company.

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- 2.4.2. The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.
- 2.4.3. The Company will provide the Customer with reasonable notification of service-affecting activities that may occur during the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service-affecting activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. Notification to the Customer may not be possible with some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage.
- 2.4.4. The Company is responsible to adhere to sound business practices and to the rules and regulations of this tariff, of the Idaho PUC, and of the Federal Communications Commission.

2.5. Responsibility of the Customer

- 2.5.1. The Customer is responsible for placing any necessary orders for complying with tariff regulations, and for assuring that end users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to end users.
- 2.5.2. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Company on the Customer's behalf.

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- 2.5.3. If required for the provision of Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Company.
- 2.5.4. The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for Company or other carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Company's services.
- 2.5.5. Provisioning of the Company's services is subject to and contingent upon the Company's ability to obtain and maintain rights-of-way and access to public and private property necessary for installation of the facilities used to provide the Company's services to the Customer's service point as agreed to by the Company.
- 2.5.6. The Customer shall ensure that the equipment and/or system is properly interfaced with Primary Carrier and/or Company facilities or services that the signals emitted into Primary Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with communications service, Primary Carrier and/or Company will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Primary Carrier and/or Company equipment, personnel, or the quality of service to other Customers, Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon written notice, terminate the Customer's service.

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- 2.5.7. The Customer is responsible for payment of the charges set forth in this tariff or any written service agreement.
 - 2.5.8. The Customer is responsible for compliance with the applicable regulations set forth in this tariff and any written service agreement.
 - 2.5.9. The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company or Primary Carrier caused by negligence or willful act of the Customer or others, by improper use of the Services, or use of the equipment provided by Customer or others.

2.6. Conflicts Between Tariff and Commission Rules

- 2.6.1. If this tariff contains provisions that deny or restrict a Customer's rights otherwise protected by Commission rules, Commission rules supersede any conflicting tariff provisions that deny or restrict any of those rights, unless otherwise ordered by the Commission, court order, or statute.

2.7. Company Cancellation of Services

- 2.7.1. Without incurring liability, Company may discontinue services to the Customer or may withhold the provision of ordered or contracted services:
 - 2.7.1.A. For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the invoice for the amount due.
 - 2.7.1.B. For violation of any of the provisions of this tariff or any written service agreement,
 - 2.7.1.C. For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over Carrier's services, or

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- 2.7.1.D. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.
- 2.7.2. Company may discontinue service without notice for any of the following reasons:
- 2.7.2.A. If the Customer or other user causes or permits any signals or voltages to be transmitted over primary Carrier's network in such a manner as to cause a hazard or to interfere with service to others.
- 2.7.2.B. If the Customer or other user uses Company's Services in a manner to violate the law.
- 2.7.3. In all other circumstances, Company will provide the Customer with written notice via U.S. mail stating the reason for discontinuance and will allow the customer not less than fifteen (15) days to remove the cause of discontinuance. In cases of nonpayment of charges due, the customer will be allowed at least ten (10) days written notice via first class mail that disconnection will take place within five days, excluding Sundays and holidays, and the Customer will be given the opportunity to make full payment of all undisputed charges.
- 2.7.4. At least twenty-four (24) hours before actual termination, the Company will diligently attempt to contact the Customer affected to apprise the Customer of the proposed action and the steps to take to avoid or delay termination.
- 2.7.5. Without incurring liability, Primary Carrier and/or Company may interrupt the provision of Services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

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2.8. Customer Cancellation of Services

- 2.8.1. If the Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reason, the Customer agrees to pay to the Company all costs, fees, and expenses reasonably incurred in connection with special construction and with the term of service. In addition, the Customer may be liable for termination charges up to a maximum amount equal to the total charges applicable for the remaining term specified in the service order.

2.9. Restoration of Service

- 2.9.1. A reconnection charge shall be imposed on any Customer whose service has been discontinued pursuant to the provisions of this tariff. The Company reserves the right to refuse to restore service until all amounts due have been paid.

2.10. Allowances for Interruptions in Service

- 2.10.1. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases 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.
- 2.10.2. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates 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.
- 2.10.3. In the event a Customer's service is interrupted otherwise than by negligence or willful act of the customer and it remains out of order for 24 hours after being reported to the Company, adjustments shall be made to the customer, based

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upon the pro rata part of the month's charge for the period of days and that portion of the service and facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for telephone service. If in the case of such interruption, service is restored on or before the day after it is reported or found by the Company, no allowance will be made.

- 2.10.4. Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.
- 2.10.5. For the purpose of applying this section, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the tariff, suspends or terminates service because of nonpayment of bills due to the Company, unlawful or improper use of the facilities or service, or any other reason covered by the tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this tariff, the Customer is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the Customer's local call allowance during a given billing period.
- 2.10.6. No credit allowance will be made for:
- 2.10.6.A. Interruptions due to the negligence of, or non-compliance with the provisions of this tariff, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;

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- 2.10.6.B. interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
 - 2.10.6.C. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
 - 2.10.6.D. interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
 - 2.10.6.E. interruptions of service due to circumstances or causes beyond the control of the Company.
- 2.11. Payments and Billing Arrangements
- 2.11.1. Customers will be invoiced directly by Company.
 - 2.11.2. Company will render invoices monthly. Payment is due by the payment due date shown on the invoice.
 - 2.11.3. Customer invoices for Services are due on the due date specified on the invoice. A Customer is in default unless payment is made on or before the due date specified on the invoice. If payment is not received by the Customer's next invoice's due date, a late payment charge of 1.5% will be applied to all amounts previously billed under this tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.
 - 2.11.4. The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check, draft, or electronic funds transfer submitted by the Customer to the Company which a financial institution refuses to honor.

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- 2.11.5. The Customer shall pay all charges for use of the service by any persons whether or not authorized by the Customer, except in those instances where it has been determined that the Customer's present and former employees, agents and authorized users were not responsible for calls billed to the Customer via third party billing and the Company did not verify that the charges for the call would be accepted. The Customer is not responsible for unauthorized use of service to the extent such use is proximately caused by the Company's willful or negligent act.
- 2.11.6. When a Customer cannot pay an invoice in full, the Company may continue to serve the Customer if the Customer and the Company agree on a reasonable portion of the outstanding bill to be paid immediately, and the manner in which the balance of the outstanding bill will be paid.
- 2.11.7. In deciding on the reasonableness of a particular agreement, the Company will take into account the Customer's ability to pay, the size of the unpaid balance, the Customer's payment history and length of service, and the amount of time and reasons why the debt is outstanding.
- 2.11.8. Payments are to be applied to the undisputed balance owed by the Customer. A Customer may designate how a payment insufficient to pay the total balance due shall be applied. If applicable, and in the absence of instructions from the Customer, a partial payment shall be allocated first to local exchange services. Such payments shall be applied first to the oldest undisputed balances.
- 2.11.9. If a Customer fails to make the payment agreed upon by the date that it is due, the Company may, but is not obligated to, enter into a second payment arrangement.
- 2.11.10. A Customer's failure to pay for undisputed service charges invoiced by the Company may result in loss of services until such time as the customer pays the undisputed charges and applicable reconnection charges, if any.

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2.11.11. Customer failure to pay undisputed charges for other services may result in discontinuance of those services.

2.12. Validation of Credit

2.12.1. Company reserves the right to validate the credit worthiness of Customers.

2.13. Deposits

2.13.1. The Company does not require deposits.

2.14. Advance Payments

2.14.1. The Company may require the Customer to make an advance payment as a condition of continued or new service. The Company reserves the right to require, from an applicant for Service, advance payments of nonrecurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by the Company for safeguarding its interests. In addition, where special construction is involved, advance payment of the construction charges quoted, may be required at the time of application.

2.15. Taxes

2.15.1. All federal excise taxes and state, local sales taxes and regulatory fees, are invoiced as separate items and are not included in the quoted rates.

2.16. Contested Charges

2.16.1. All invoices are presumed accurate, and the responsibility for payment of any usage reported by the Primary Carrier as attributed to the Customer shall be absolutely binding on the Customer. In the case of a contested charge between the Customer and Company for service furnished to the Customer or an end

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user, which cannot be settled with mutual satisfaction, the customer can take the following course of action within thirty (30) days of the billing date:

- 2.16.1.A. First, the Customer may request, and Company will provide, an in-depth review of the disputed charge. The undisputed portion and subsequent invoices must be paid on a timely basis, or the Service may be subject to disconnection.
- 2.16.1.B. Second, if there is still a disagreement about the disputed charge after the investigation and review by the Company, the Customer may file an appropriate request for assistance or complaint with the Commission. The address and the telephone number of the Commission is:

Idaho Public Utilities Commission
472 West Washington
P.O. Box 83720
Boise, ID 83720-0074
1-800-432-0369

2.17. Assignment

- 2.17.1. The Company may, without obtaining any further consent from the Customer, assign any of its rights, privileges or obligations under this tariff to any subsidiary, parent, or affiliate of the Company; pursuant to any sale or transfer of substantially all the business of the Company; or pursuant to any financing, merger or reorganization of the Company. The Customer may, upon prior written consent of the Company, which consent shall not be unreasonably withheld, assign its rights, privileges or obligations under this tariff to any subsidiary, parent, or affiliate of the Customer; pursuant to any sale or transfer of substantially all the business of the Customer; or pursuant to any financing, merger or reorganization of the Customer.

2.18. Universal Emergency Telephone Number Service (911, E911)

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- 2.18.1. Allows Customers to reach appropriate emergency services including police, fire, and medical services. Enhanced 911 selectively routes an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).
 - 2.18.2. This service is offered as an aid in handling assistance calls in connection with fire, police, and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, Interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
 - 2.18.3. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
 - 2.18.4. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call-by-call basis, only for the purpose of responding to an emergency call in progress.
 - 2.18.5. The 911 calling party, by dialing 911, waives the privacy afforded by unlisted and unpublished service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

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- 2.18.6. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.
- 2.18.7. The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party(ies) accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.
- 2.18.8. The Company will provide necessary Customer information to the incumbent local exchange carrier for appropriate routing of E911 calls.

2.19. Public Notice

- 2.19.1. The Company shall give public notice of all proposed changes in rates. Public notice must be reasonably designed to call the attention of Customers who are affected by the changes to the proposed changes in rates. Legal advertisements alone will not be considered adequate public notice. Individual notice to all Customers affected will always constitute public notice.

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SECTION 3 – DESCRIPTION OF SERVICES

3.1. Basic Local Exchange Service

- 3.1.1. Basic Local Exchange Service that provides a network Access Line, basic dial tone, and enables the Customer to:
- 3.1.1.A. receive calls from other stations on the public switched telephone network;
 - 3.1.1.B. access the Company Local Calling Services and other Services as set forth in this tariff;
 - 3.1.1.C. access interexchange calling services of the Company and of other carriers;
 - 3.1.1.D. access (at no additional charge) to Company operators and business office for service-related assistance;
 - 3.1.1.E. access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
 - 3.1.1.F. access relay services for the hearing and/or speech impaired.
- 3.1.2. Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services can be blocked at no charge at the Customer's request. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.
- 3.1.3. The Company will provide Local Exchange Service throughout the geographic area serviced by its underlying carrier(s), CenturyLink within the State of Idaho.

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The Company concurs in the exchange areas and boundaries listed in the applicable local exchange tariffs of the incumbent local exchange carrier(s).

- 3.1.4. The Company's service area description in Section 3.1.3. in no way compels the Company to provide any service in an area where facilities or other extenuating factors limit the Company's ability to provide such services.

3.2. Timing of Calls

- 3.2.1. Billing for calls placed over the network is based in part on the duration of the call.
- 3.2.1.A. Timing for all calls begins when the called party answers the call (i.e., when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.1.B. Chargeable time for all calls ends when the parties disconnect from the call.
- 3.2.1.C. Minimum call duration and additional increments for billing are specified in the description of each service.
- 3.2.1.D. No charges apply to incomplete calls.
- 3.2.1.E. When a call is established in one rate period and ends in another rate period, the rate in effect at the calling station applies to the entire call.

3.3. Promotions

- 3.3.1. Company may, from time to time, offer Services at a reduced rate, free of charge, or offer incentives for promotional, market research or rate experimentation purposes. Such offerings will be for a limited duration.

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3.4. Service Order Charges

- 3.4.1. Service Order Charges are applied to customers upon a request for service and when a customer requests subsequent changes in his/her service which require facility changes, software changes, and/or customer account changes. These charges are in addition to any other scheduled rates and charges that would normally apply under this tariff.
- 3.4.2. Service Order Charges may apply for work being performed during the Company's normal business hours. If the Customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once it has begun, an additional charge may apply based on the additional costs involved.
- 3.4.3. Changes in location of the Customer's Service from one premises to another may be treated as new Service Order with the appropriate Service charges applying.

3.5. Installation Charges

- 3.5.1. Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.
- 3.5.2. Installation charges will apply when a new line is added to a new or existing account.

3.6. Individual Case Basis (ICB) Arrangement

- 3.6.1. Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. ICB rates

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will be offered to the Customer in writing and on a nondiscriminatory basis.
Any such ICB rates will be made available to the Commission upon request.

3.7. Customer Premise Equipment

- 3.7.1. Customer Premise Equipment (CPE) or any equipment necessary to utilize Services must be provided by the Customer and approved by Company. The Company reserves the right to limit the number of CPE, such as telephones, connected to an Access Line if they cause interference with the normal operation of the Service or Primary Carrier.
- 3.7.2. Customer Premise Equipment (CPE) or any equipment necessary to utilize Services shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her Premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Customer is responsible for ensuring that customer provided equipment connected to Company equipment or facilities is compatible with such equipment or facilities.

3.8. Number Changes

- 3.8.1. When a Customer's telephone number is changed, the Company shall intercept all calls to the Customer's former number for not less than three months. The Company shall place a number referral on the line giving the calling party the Customer's new number, subject to equipment limitations, number availability, customer permission, and payment of the tariffed number referral charge, if any.
- 3.8.2. When additions or changes in the plant of the underlying carrier or any other provider operations necessitate changing telephone numbers to a group of customers, the Company shall give reasonable notice to all affected customers even though the additions or changes may be coincidental with a directory issue.

3.9. Directory Assistance (DA)

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- 3.9.1. The DA rate charge will apply to each call to a directory assistance operator requesting information for locations within the Company's service area.
- 3.9.2. The DA rate charge will apply regardless of whether or not the operator is able to supply the requested information.
- 3.9.3. A maximum of one request for information will be allowed per directory assistance call.
- 3.9.4. In the event a Subscriber obtains directory assistance service through fraudulent means, in addition to any other action authorized by this tariff, the Company may assess appropriate Directory Assistance charges on the Subscriber's regular telephone account.

3.10. Directory Listing (DL)

- 3.10.1. The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier, under the conditions imposed by the dominant local exchange carrier.
- 3.10.2. The Company is not liable for any errors or omissions in directory listings.
- 3.10.3. For each Customer of Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the Primary Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at an additional charge.

3.11. Residential and Business POTS Line Service

- 3.11.1. Residential and Business POTS Line Service (POTS) is a service that provides a network Access Line, local usage of not more than 2000 minutes of use,

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depending on Basic Exchange Service plan resold, and select features (where available).

- 3.11.2. POTS is only available where facilities and equipment are available.
- 3.11.3. Lines subscribed to POTS cannot be subscribed to any other optional local calling plans.
- 3.11.4. POTS is not available on FX Service, Remote Switching Service, WATS Access Lines, PBX Trunks, Centrex, ISDN, or 800 Services.
- 3.11.5. POTS include features where available can be activated at the Customer's discretion. There is no reduction in price for any optional feature not activated. Optional features selected for activation by the Customer are provided on a per line basis and are charged a Service Order Charge for each activation change added or removed.
- 3.11.6. Applicable local, state, and federal charges; taxes; are in addition to the POTS rates listed in Section 3.12., Rates.

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SECTION 4 – RATES, TAXES, FEES, AND SURCHARGES

4.1. Rates

<u>Service Order Options</u>	<u>NRC</u>	<u>MRC</u>
Residential POTS Line (first line)	\$199.00	
Residential POTS Line (per each additional)	\$49.00	
Residential POTS Line Service (each)		\$79.00
Business POTS Line (first line)	\$299.00	
Business POTS Line (per each additional)	\$99.00	
Business POTS Line Service (each)		\$129.00
 <u>Service Elements</u>		
E911/911		\$0.50
Directory Listing		
Non-published Number	\$30.00	\$14.00
Foreign Listing	\$14.00	\$11.00
Additional Listing	\$14.00	\$11.00
Directory Assistance (per call)		\$7.99
Feature Service Line Charges	ICB	ICB
Installation Charges		
Customer Premise Visit (per hour)	\$125.00	
Wall Jacks (per jack)	\$100.00	
Additional materials or equipment	ICB	

4.2. Taxes, Fees, and Surcharges.

- 4.2.1. The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for Services provided to the Customer. Unless otherwise specified in this tariff, such taxes, fees and surcharges are in addition to rates as quoted in this tariff and will be itemized separately in Customer invoices. In addition to the rates and charges applicable according to the rules and regulations of this

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tariff, various surcharges may apply to the customer's monthly bill statement. The Customer is responsible for payment of any and all such fees, charges and taxes, however designated, (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of Services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those customers receiving service within the boundaries of that subdivision, or as deemed taxable by the political subdivision.

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