

MAY 01 2020

Boise, Idaho

SMITH + MALEK
ATTORNEYS

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Admitted in Idaho and Washington

May 1, 2020

Via U.S. Mail

Idaho Public Utilities Commission
11331 W. Chinden Blvd., Ste. 201-a
Boise, ID 83714

Re: Application & Exhibits

SLI-T-20-01

To Whom it May Concern,

On May 1, 2020, I submitted the original Application and Exhibits to Diane Hanian at diane.hanian@puc.idaho.gov. Enclosed please find 7 copies of Safelink Internet, L.L.C.'s CLEC Application and Exhibit B.

In addition to the 7 copies enclosed, I separately mailed Exhibit A which contains confidential information.

If you have any questions or need additional information, please contact me.

Sincerely,

/s/ Lauren Smyser
LAUREN SMYSER

Idaho Public Utilities Commission
Office of the Secretary
RECEIVED

MAY 01 2020

Boise, Idaho

APPLICATION FOR CERTIFICATION

Safelink Internet, L.L.C.

May 1, 2020

I. PROPOSED SERVICES

Safelink Internet, L.L.C. ("**Safelink**") will be providing communications solutions to enterprise, carrier, governmental and residential customers.

Safelink will deliver services to customers through Voice over Internet Protocol Phone Service ("**VoIP**") and Fax.

II. FORM OF BUSINESS

Safelink is a limited liability company, formed and operating in accordance with the laws of the State of Idaho. The principal office of Safelink is located at 906 S. Oneida Street, Suite 8, Rupert, ID 83350.

CURRENT PARTNERS

Name	Address
Jacob Larsen, Chief Executive Officer	906 S. Oneida Street, Suite 8 Rupert, ID 83350
Mike Ricks, Chief Operating Officer	906 S. Oneida Street, Suite 8 Rupert, ID 83350
Kevin Neal, Director of IT	906 S. Oneida Street, Suite 8 Rupert, ID 83350

CURRENT OFFICERS

Name	Address
Jacob Larsen, Chief Executive Officer	906 S. Oneida Street, Suite 8 Rupert, ID 83350
Mike Ricks, Chief Operating Officer	906 S. Oneida Street, Suite 8 Rupert, ID 83350
Paul Helton, Director of Sales	601 W. 19th Street, Suite #1D Idaho Falls, ID 83402
Jasen Herr, Director of Field Operations	906 S. Oneida Street, Suite 8 Rupert, ID 83350
Nicholas Owings, Director of Marketing	601 W. 19th Street, Suite #1D Idaho Falls, ID 83402
Kevin Neal, Director of IT	906 S. Oneida Street, Suite 8 Rupert, ID 83350

Safelink has no other ownership or management interests.

The following are subsidiaries of Safelink:

Northwest Datacom
601 W. 19th Street, #1D
Idaho Falls, ID 83402

Dynamite Wireless
601 W. 19th Street, #1D
Idaho Falls, ID 83402

III. TELECOMMUNICATION SERVICE

Safelink has the technical qualifications to provide the proposed services in Idaho.

Safelink services include: Voice over Internet Protocol Phone Service (“**VoIP**”) and Fax as well as other individual products.

Safelink has been providing wireless internet services since 1997, and began providing VoIP in 2000.

IV. SERVICE TERRITORY

Safelink offers services throughout Southern Idaho. The ILECs with whom Safelink would compete include:

- Century Link
- Frontier
- Farmers Mutual
- Direct Communications
- Rural Phone Company
- Project Mutual Telephone
- Filer Mutual
- Blackfoot
- Silverstar
- Albion Telephone Company
- Midvale
- Cambridge Telephone Company

Safelink is a facilities-based telecommunication company with wireless towers and fiber delivery.

V. FINANCIAL INFORMATION

Current detailed balance sheets, including income and profit and loss statements of Safelink, are attached to this Application as **Exhibit A.**

Exhibit A is CONFIDENTIAL.

VI. ILLUSTRATIVE TARIFF FILINGS

A proposed initial tariff and price sheet, setting forth the rates, rules, terms, and regulations applicable to Safelink's VoIP and fax services, is attached to this Application as **Exhibit B.**

VII. CUSTOMER CONTACTS

Consumer Inquiries and Complaints

Safelink can be contacted at the following telephone and address for establishment of service, billing, technical support, and other customer service matters:

Mailing Address: P.O. Box 30
Rupert, ID 83350

Headquarters: 906 S. Oneida St, Ste 8
Rupert, ID 83350

Phone: (208) 677-8000
Toll Free Phone: (888) 692-5776
Email: billing@safelinkinternet.com

Commission Staff Contact

Safelink can be contacted at the following telephone and email address for resolving complaints, inquiries, and matters concerning rates and price lists:

Contact: Anissa Paz
Phone: (208) 677-8000
Email Address: cr@safelinkinternet.com

VIII. INTERCONNECTION AGREEMENTS

Safelink has not entered into any interconnection agreements at this time. Safelink is currently utilizing existing agreements through VoIP innovation for connectivity to the Public Switched Telephone Network.

IX. COMPLIANCE WITH COMMISSION RULES

Safelink has read, reviewed, and hereby agrees to comply with all of the Commission rules. Pursuant to Commission Order No. 30425, Safelink acknowledges that non-paging telecommunications carriers with telephone numbering resources in Idaho shall be subject to numbering conservation measures including mandatory one thousand (1,000) block pooling.

By:



Name: Jacob Larsen

Its: Chief Executive Officer

X. ESCROW ACCOUNT OR SECURITY BOND

Safelink is exempt from a performance bond as it will not offer prepaid service or require customer deposits or advance payments.

EXHIBIT B

SAFELINK INTERNET, L.L.C.

Schedule of
GENERAL REGULATIONS FOR EXCHANGE SERVICES
Applying to the Local Exchange
Services and Facilities of this Company
in the State of Idaho

This Price List contains the rates, terms, and conditions applicable to the services provided by Safelink Internet, L.L.C. within the State of Idaho.

Issued: _____

Effective: _____

CHECK SHEET

Current sheets in the price list are as follows:

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

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APPLICATION OF PRICE LIST

Safelink Internet, L.L.C. (hereinafter "**Company**") has been authorized by the Idaho Public Utilities Commission ("**Idaho PUC**") to provide competitive local exchange and interexchange services.

This Price List sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of local exchange services to residential and small business customers within the State of Idaho. The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Idaho PUC.

This Price List is on file with, and covers the use of the services subject to the Idaho PUC's jurisdiction.

SYMBOLS

The following symbols shall be used as set out below to describe specific changes made to the original Price List.

C Indicates a changed listing, rule, or condition, which may affect rates or charges

D Indicates discontinued material, including a listing, rate, rule, or condition

I Indicates an increase

M Indicates that the material has been relocated to another part of price list schedules with no change in text, rate, rule or condition

N Indicates new material including listing, rate, rule, or condition

R Indicates a reduction

T Indicates a change in wording of text, but not a change in rate, rule, or condition.

CONTACT INFORMATION

Headquarters: 906 S. Oneida St., Ste 8
Rupert, ID 83350

Phone: (208) 677-8000

Customer Contact

For establishment of service, complaints, and inquiries regarding service and billing, or reporting or inquiring about network outages or service problems:

Mailing Address: P.O. Box 30
Rupert, ID 83350

Phone: (208) 677-8000

Toll Free Phone: (888) 692-5776

Fax: (888) 473-6908

Email: billing@safelinkinternet.com

Commission Contact

For complaints, inquiries, and matters concerning rates and price lists:

Name: Anissa Paz

Phone: (208) 677-8000

Email Address: cr@safelinkinternet.com

Regulatory Contact

For matters concerning tariffs and regulatory affairs:

Name: Mike Ricks

Phone: (208) 677-8000

Email Address: cr@safelinkinternet.com

SECTION 1.0 - DEFINITIONS

The following words and terms when used in this Price List shall have the meaning set out by this section.

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.

Company: Safelink Internet, L.L.C.

Customer: The person, firm, or corporation that orders service and is responsible for the payment of charges for that service and for compliance with the Company's regulations related to that service.

Idaho PUC: Idaho Public Utilities Commission.

Price List: This instrument, containing the rates, terms, and conditions applicable to the services provided by Company within the State of Idaho, filed with the Idaho PUC.

Recurring Charges: The charges to a Customer for services, facilities and equipment, which recur monthly for the agreed upon duration of the service.

Services: The services provided by Company to Customers, as set out in further detail in Section 3 of this Price List. Also referred to as "services" or "service" throughout.

SECTION 2.0 - REGULATIONS

2.1 Undertaking of the Company

Company undertakes to furnish local exchange communications services pursuant to the terms of this Price List.

The services offered herein may be used for any lawful purpose. There are no restrictions on sharing or resale of Company's services. However, Customer remains liable for all obligations under this Price List even if such sharing or resale arrangements exist, regardless of Company's knowledge of these arrangements. Customer shall be responsible for all charges due and costs incurred as a result of any service arrangement. If services are jointly ordered by more than one Customer, each is jointly and severally liable for all obligations. Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agents. The billing thereafter will include recurring charges and actual usage as defined in this Price List.

The services Company offers shall not be used for any unlawful purposes or for any use for which Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

Company services may be connected to the services or facilities of other communications carriers only when authorized by and in accordance with the terms and conditions of any price lists or tariffs of such other communications carriers.

The services of Company are furnished subject to the transmission capabilities of the technologies or combination of technologies available. Services are available twenty-four hours a day, seven days a week, subject to the limitations further set out herein.

2.2 Shortage of Equipment or Facilities

The furnishing of services under this Price List is subject to the availability on a continuing basis of all facilities and equipment necessary to provide the services. Customer shall be responsible for the use and compatibility of equipment or software not provided by Company. If Customer's equipment or software not provided by Company impairs the Customer's use of the services, Customer shall nonetheless be liable for payment of the services. Upon notice from Company that the equipment or software not provided by Company is causing or is likely to cause hazard, interference, or service obstruction, Customer shall immediately pursue a way to correct the issue or potential issue.

Customer equipment may be used with Company facilities and equipment. Company does not provide Customer equipment.

2.3 Limitations

Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when Customer is using service in violation of provisions of this Price List, or in violation of the law. Company will not be liable for errors in transmission or for failure to establish connections. Company is responsible for the provision of services from station to station. Company is not responsible for the quality of transmission or signaling on the Customer's side of the interface at a Customer's premises.

2.4 Notification of Service-Affecting Activities

Subject to the limitations in this Section 2.4, Company will provide 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. Notification to Customer may not be possible with some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage.

2.5 Provision of Equipment and Facilities

2.5.1 Company shall make a reasonable effort to provide services to Customer, subject to (i) availability of facilities; (ii) availability of billing; and (iii) the provisions of and compliance by Customer with the regulations contained in this Price List. Company shall install equipment and/or software for operation and maintenance of services at Customer's location. The equipment and any license fees associated with software installed at Customer's location remains the property of Company and will be returned to Company within thirty (30) days of termination.

2.5.2 Company shall make a reasonable effort to maintain equipment that it furnishes to the Customer. Customer shall not, and Customer shall not permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the equipment installed by Company, except upon the written consent of Company.

2.6 Terms and Conditions

2.6.1 Service is provided on a minimum term basis of at least one month, using 24-hours per day for each day of the month. For purposes of this Price List, a month is considered to have thirty days. All calculations of dates set forth in this Price List shall be based on calendar days, unless otherwise specified herein.

2.6.2 This Price List shall be interpreted and governed by the laws of the State of Idaho and the Rules issued by Idaho PUC.

2.7 Non-Routine Installation and Special Construction

2.7.1 Non-Routine Installation. At Customer's request, installation and/or maintenance may be performed outside Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to Company will apply.

2.7.2 Special Construction. Subject to the consent of Company, special construction of facilities may be undertaken on a reasonable effort basis at the request of Customer. Special construction may include such construction undertaken:

- 1) where facilities are not presently available;
- 2) of a type other than that which Company would normally utilize in the furnishing of its services;
- 3) over a route other than that which Company would normally utilize in the furnishing of its services;
- 4) in a quantity greater than that which Company would normally utilize in the furnishing of its services;
- 5) on an expedited basis;
- 6) on a temporary basis until permanent facilities are available;
- 7) involving abnormal costs; or
- 8) in advance of normal construction.

Special construction will be undertaken at the discretion of Company, consistent with budgetary responsibilities and consideration for the effect on Company's other Customers and contractual responsibilities.

2.8 Ownership of Facilities

Title to all facilities and equipment, and related plans and proposals, provided by Company in furnishing service remains with Company, its Agents or contractors. Such facilities and equipment, plans and proposals shall be returned to Company by Customer whenever requested, within a reasonable period following the request and in good condition, accounting for reasonable wear and tear.

2.9 Rights-of-Way

Provisioning of Company's services is subject to and contingent upon 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 Company's services to Customer's service point as agreed to by Company.

2.10 Liability

2.10.1 Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing services or facilities, shall be determined in accordance with Idaho PUC regulations and any other applicable law.

2.10.2 The liability of Company for any claim, loss, expense, damage, or liability (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Price List shall not exceed an amount equivalent to the proportionate charges to Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.

2.10.3 Company shall not be liable 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 or transmission provided under this Price List, if caused by any person or entity other than Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, force majeure, pandemic, fire, flood, war, civil disturbance, or act of government, or by any other cause beyond Company's control.

2.10.4 The services are provided on an "as is" and "as available" basis and Company does not warrant against any loss or damage as the result of interruption of services. No advice or information given by Company, its affiliates or contractors, or their respective employees shall create a warranty. Neither Company nor its affiliates or Agents warrant that the

services shall be uninterrupted or error-free or that any information, software, or other material accessible on the services are free of viruses or other harmful components.

2.10.5 If Customer is dissatisfied with the services or with any terms, conditions, rules, policies, guidelines, or practices of Company in operating the services, Customer's sole and exclusive remedy is to terminate the services in accordance with Section 2.17 of this Price List.

2.10.6 No liability shall attach to Company by reason of any defacement or damage to Customer's premises resulting from the existence of Company's equipment or facilities on such premises, or by the installation or removal thereof.

2.10.7 Company shall not be liable for any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of trademark, trade name, or service mark, proprietary or creative right, or any other injury to any person, property, or entity arising out of the material, data, or information transmitted.

2.10.8 Company shall not be liable for any indirect, special, incidental, or consequential damages under this Price List including, but not limited to, loss of revenue or profits for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

2.10.9 The included exculpatory language in this Section 2.10 does not constitute a determination by the Idaho PUC that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Idaho PUC 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.

2.11 Indemnification

Company shall not be liable for and shall be fully indemnified, defended, and held harmless by Customer against any claim or loss, suit, expense, action, or damage (including indirect, special, or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name 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 content revealed to, transmitted, or used by Company under this Price List; or for any act or omission of Customer; 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 Company, if not directly caused by the sole negligence of Company; or for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by Customer or others; or for any loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities

associated with the services, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

2.12 Conflicts Between Price List and Idaho PUC Rules

If this Price List contains provisions that deny or restrict a Customer's rights otherwise protected by Idaho PUC rules, Idaho PUC rules supersede any conflicting provisions in this Price List that deny or restrict any of those rights, unless otherwise ordered by the Idaho PUC, court order, or statute.

2.13 Allowances for Interruptions in Service

Without incurring liability, Company may interrupt the provision of services at any time in order to perform tests and inspections and assure compliance with this Price List and the proper installation and operation of Company's equipment and facilities, and may continue such interruption until any items of non-compliance or improper equipment operation are rectified.

Company may discontinue service without notice to Customer. Company will restore service as soon as it can be provided without undue risk.

2.14 Obligations of the Customer

2.14.1 Customer shall provide at no charge, as specified by Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for Company's facilities and equipment installed on Customer's premises.

2.14.2 Upon notice to Customer, the Company may make such tests and inspections as may be necessary to determine that Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.14.3 If the protective requirements for Customer-provided equipment are not being complied with, Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. Company will notify Customer promptly if there is any need for further corrective action. Within ten days of receiving the notice, Customer must take this corrective action and notify Company of the action taken. If Customer fails to do this, Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

2.15 Payments

2.15.1 Customer shall pay outstanding charges in full within 20 days of the invoice date. Charges normally will be invoiced in advance, with monthly Recurring Charges invoiced on or about the anniversary of the date services were installed. For illustrative purposes, if

services were installed for Customer on the 6th of the month, the monthly Recurring Charges would be invoiced on the 6th of each month thereafter. Amounts not paid within 5 days after the date of the invoice are considered delinquent. Service agreements commence upon activation of services by Company and remain in effect for the selected rate plan period. Once the agreement period has been met, the term of services for each Customer is thirty (30) days and shall automatically renew for successive thirty (30) day terms at Company's current month-to-month rates.

2.15.2 Any objections to billed charges must be reported within thirty (30) days to Company's Billing Agent. Customer inquiries regarding service or billing may be made in writing or by calling the number listed below:

Billing Agent:	Safelink Internet, L.L.C. Billing Department
Mailing Address:	P.O. Box 30 Rupert, ID 83350
Phone:	(208) 677-8000
Toll Free Phone:	(888) 692-5776
Email:	billing@safelinkinternet.com

In the event Customer and Company cannot resolve a billing dispute to their mutual satisfaction, Customer may contact the Idaho PUC and proceed in accordance with Idaho PUC's Rules. The address and telephone numbers for Idaho PUC are:

Idaho Public Utilities Commission
P.O. Box 83720
Boise Idaho 83720-0074
334-0300 (within the local calling area)
1-800-432-0369 (from outside the local calling area)

2.16 Taxes, Charges, Fees

In addition to the rates and charges described in this Price List, Customer may be responsible for payment of taxes, charges or fees ordered by Idaho PUC, the Idaho State Legislature, or local and county governments. When Company is authorized to collect such taxes, charges or fees from Customer, these taxes, charges and fees will be itemized separately on Customer's bill.

2.17 Refusal or Termination of Services

2.17.1 Refusal of Services. Company may refuse to establish service if any of the following conditions exist:

- 1) Applicant has an outstanding amount due to Company for similar utility services and Applicant is unwilling to make acceptable arrangements with the Company for payment;

- 2) a condition exists that, in Company's judgment, is unsafe or hazardous to Applicant, the general population, or Company's personnel, Agents or facilities;
- 3) Applicant is known to be in violation of this Price List filed with the Idaho PUC;
- 4) Applicant fails to furnish such funds, suitable facilities, and/or rights-of-way which have been specified by Company as necessary to and a condition for providing service to Applicant; or
- 5) Applicant has falsified his/her identity for the purpose of obtaining service.

2.17.2 Written Explanation. If Company intends to deny an available service to an Applicant, pursuant to Section 2.17.1 above, Company will provide Applicant with a written explanation of its refusal to serve. The written explanation shall include:

- 1) the reasons for denial of the service;
- 2) actions Applicant may take in order to receive the denied service; and
- 3) a statement that Customer may file an informal or formal complaint concerning denial of the service with Company or with Idaho PUC.

2.17.3 Termination of Services. Company may suspend or terminate services at any time by providing notice as set out in Section 2.17.4. Company may delete all data, files, or other information belonging to Customer that resides or is stored on Company's hardware, if Customer's account with Company is terminated, for any reason, by either Company or Customer.

2.17.4 Notice of Disconnection. Except as otherwise provided under Idaho law, Company will mail to Customer written notice of termination at least seven (7) calendar days before the proposed date of termination. The written notice will contain the information required by IDAPA 31.41.01.304.

At least twenty-four (24) hours before actual termination, Company will diligently attempt to contact Customer affected to apprise Customer of the proposed action and the steps to take to avoid or delay termination. Oral Notice will contain the same information as required by IDAPA 31.41.01.304.

If Company does not terminate services within seven (7) days after a proposed termination date, and the matter is not the subject of a pending complaint before Idaho PUC, or if other arrangements have not been made with Customer, Company will again make a diligent effort to contact Customer to advise Customer of the proposed action. If Company has not

terminated services within twenty-eight (28) days of mailing a written notice of termination, but still intends to terminate, Company will again issue a written notice as set out by subsection 2.17.6 of this Price List, related to Seven-Day Notice.

2.17.5 Termination Without Notice. Company may terminate services without prior notice to Customer and without Customer's permission for any of the following reasons:

- 1) A condition immediately dangerous or hazardous to life, physical safety, or property exists, or it is necessary to prevent a violation of federal, state or local safety or health codes;
- 2) Company is ordered to terminate services by any court, Idaho PUC, or any other duly authorized public authority;
- 3) The services were obtained, diverted or used without the authorization or knowledge of the Company;
- 4) Company has tried diligently to meet the notice requirements required by law, but has been unsuccessful in its attempt to contact Customer;
- 5) Company has determined that information provided by Customer is materially false or materially misrepresents Customer's true status.

2.17.6 Customer Cancellation of Services. Customer may terminate services upon thirty (30) days advance written notice by completing the cancellation form located at www.safelinkinternet.com/cancel. If Customer agreed to a plan with a minimum term commitment and terminates prior to completion of that term, an early termination fee will be applied to the account. The termination fee will be equal to 50% of the monthly plan's price multiplied by the number of remaining months in the agreement, or the price of installation that was waived at the time of signup, whichever is less.

2.18 Restoration of Services

2.18.1 A reconnection charge shall be imposed on any Customer whose service has been discontinued pursuant to the provisions of Section 2.17 of this Price List. The Company reserves the right to refuse to restore service until all amounts due have been paid.

2.18.2 Should Customer request that service be restored during a period other than regular working hours, such as evenings or weekends, Customer may be required to pay an after-hour charge for service reconnection.

2.19 Assignment

Company may, without obtaining any further consent from Customer, assign any of its rights, privileges or obligations under this Price List to any subsidiary, parent, or affiliate of Company; pursuant to any sale or transfer of substantially all the business of Company; or pursuant to any

financing, merger or reorganization of Company. Customer may, upon prior written consent of Company, which consent shall not be unreasonably withheld, assign its rights, privileges or obligations under this Price List to any subsidiary, parent, or affiliate of Customer; pursuant to any sale or transfer of substantially all the business of Customer; or pursuant to any financing, merger or reorganization of Customer.

Prior written permission from Company is required before any assignment or transfer by Customer. All regulations and conditions contained in this Price List shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.20 Promotions

Company may provide promotional offerings from time to time. Company will notify the Idaho PUC ten (10) days in advance of the rates, terms & conditions of any such promotions.

2.21 Public Notice

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.

2.22 Disclaimer of Warranties

2.22.1 Customer assumes total responsibility and risk for all authorized users' use of the services. It is solely Customer's responsibility to evaluate the accuracy, completeness and usefulness of all options, advice, services, the quality of all merchandise, and other information, provided through the services. Customer and authorized users' access to such materials is at Customer's own risk. Company has no control and accepts no responsibility whatsoever for such materials.

2.22.2 Company has no obligation to monitor the services. However, Customer agrees that Company has the right to monitor the services electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the services properly, or to protect itself or its Customers.

2.23 Prohibited Activities

2.23.1 The services Company offers shall not be used for any unlawful purposes or for any use for which Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Customer agrees not to use the services in a manner prohibited by applicable laws or regulations.

2.23.2 Customer shall not use the services for any unlawful or abusive purpose, in any way that could damage, disable, overburden, or impair any Company property, or in any way that

directly or indirectly interferes with or disrupts the Company's network or adversely affects another's use or enjoyment of any services.

2.23.3 Customer shall not restrict or inhibit any other user from accessing and enjoying the services.

2.23.4 Customer shall not transmit any unlawful or obscene information of any kind including and not limited to any communications constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, country, or international law.

2.23.5 Customer shall not use or attempt to use the services in any manner such as to avoid incurring charges or otherwise being required to pay for such usage. Customer shall not circumvent or attempt to circumvent user authentication or security of any host, network, network element, or account (otherwise known as "cracking" or "hacking"). This includes, but is not limited to, accessing data not intended for Customer, logging into a server or account that Customer is not expressly authorized to access, or probing the security of other networks. Customer may not interfere or attempt to interfere with any services to any user, host, or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host. Customer may not use any kind of program/script/command, or send messages of any kind, designed to interfere with (or which does interfere with) any server or a user's session, by any means. The services are intended for periodic, active use. Customer may not use the services on a standby or inactive basis in order to maintain a connection.

2.23.6 Customer agrees not to use the services or take any action, directly or indirectly, that will result in excessive consumption or utilization of the system or network resources, as determined in Company's sole discretion. The excessive use or abuse of Company's services by one subscriber may have a negative impact on all other subscribers. In the event that Customer violates the terms of this provision, Company may restrict Customer's access, increase the fees associated with the services, including upgrading to a higher class of service, or immediately suspending or terminating services. In the event of termination, all applicable termination charges will apply.

2.23.7 Customer agrees not to use the services to harass, threaten, abuse, embarrass or cause distress, unwanted attention or discomfort to any person or entity, by any means, including the use of vulgar, hateful, racial, ethical or otherwise objectionable information.

2.23.8 Customer agrees not to use the services to impersonate any person, including but not limited to, a Company official or an information provider, guide or host, or communicate under a false name or a name that you are not entitled or authorized to use in all forms of communication.

2.23.9 Customer agrees not to make false or unverified complaints against any Company subscriber.

2.23.10 Customer agrees not to abuse Company's system by causing any harm to the system so that it inhibits other users' ability to effectively use the system.

2.24 Recourse and Fees

Customers or authorized users that exceed the designated usage of their respective accounts or engage in any prohibited conduct that violates the terms of this Price List, will, at the sole discretion of Company:

- 1) Incur a \$100 per hour charge, or a \$1000 per incident charge, whichever is greater;
- 2) Be subject to immediate account termination;
- 3) Agree to pay for all equipment and/or software provided by Company and not returned to Company within thirty (30) days of service; and
- 4) Agree to pay all reasonable costs incurred by Company for handling and processing all violations, including all legal, accounting, technical and any other applicable costs and/or charges.

2.25 Miscellaneous

2.25.1 Company's failure to insist upon or enforce strict performance of any provision of this Price List shall not be construed as a waiver of any provision or right.

2.25.2 These terms shall be construed in accordance with the laws of the State of Idaho, without regard to its conflicts of laws provisions. Any cause of action Customer may have with respect to the services must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

SECTION 3.0 - LOCAL EXCHANGE SERVICES

<u>Service</u>	<u>Product</u>	<u>Description</u>
Residential Products		
	VoIP- Residential Bundled	Bundled with Safelink Internet
	VoIP- Residential Stand-alone	Without Safelink Internet
	VoIP- Residential Fax	Stand-alone fax, charged separate from phone service. Requires purchase of Fax ATA.
	Fax ATA	
	Trouble Call	Charge for customer call where Customer or Customer's equipment is at fault.
	Move for Service	Waived with a new one-year contract
	Printed Invoice	
Commercial Products		
	VoIP Business-Bundled with Internet	When purchased with Safelink Internet.
	VoIP Business Stand-alone	Without Internet.
	VoIP Business Fax	Standalone Fax, charged separate from phone service. Requires purchase of Fax ATA.
	Fax ATA	
	Trouble Call	Charge for customer call where Customer or Customer's equipment is at fault.
	Paper Invoices	

SECTION 4.0 - RATES AND CHARGES

Service	Product	Monthly Rate	One Time Charges
Residential Products			
	VoIP- Residential Bundled	\$20	
	VoIP- Residential Stand-alone	\$20 plus \$9.95 rental of ATA	
	VoIP- Residential Fax	\$30	Fax ATA Purchase (\$165_
	Fax ATA		\$165
	Trouble Call		\$75/hour (\$75 minimum)
	Move for Service		\$50 (waived with new 1 year contract)
	Printed Invoice		\$1.50
Commercial Products			
	VoIP Business- Bundled with Internet	\$25	
	VoIP Business Stand-alone	\$25, plus \$9.95 Rental of ATA	
	VoIP Business Fax	\$30	Requires purchase of Fax ATA (\$165)
	Fax ATA		\$165
	Trouble Call		\$75/hr (\$75 minimum)
	Paper Invoices		\$1.50