

**TITLE PAGE**

Schedule of Rates and Charges  
for Network Access Service  
together with Rules and Regulations  
applicable to Telecommunications Service  
provided by the Company  
within the State of Idaho

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**EXPLANATION OF SYMBOLS**

Whenever tariff sheets are filed, changes will be identified by the following symbols:

- (C) To signify changed Listing, condition, rule or regulation
- (D) To signify discontinued material
- (I) To signify increase
- (M) To signify material transferred from one sheet to another sheet of the same or a different schedule with no change in text, rate, condition, rule or regulation
- (N) To signify new material
- (R) To signify reduction
- (T) To signify change in text but no change in rate, condition, rule or regulation

**DEFINITIONS**

*Access Line*

A circuit between a switching center and a subscriber premises that includes a standard network interface (SNI).

*Authorized User*

A person, firm, corporation or other entity who is authorized by the Customer to be connected to the service of the Customer under the terms and regulations of this Price List.

*Business Service*

Business service is exchange service furnished to customers whose actual or obvious use of the service is for conducting a business, trade or profession, or whose use of the service is obviously not confined to domestic use.

*Central Office*

A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting customer lines and trunks.

*Company*

ZiPLY Fiber Pacific, LLC

*Continuous Property*

Property owned or leased and occupied by a customer, which is not separated by public highways or by property occupied by others.

*Contract*

The agreement between a Customer and the Company under which service and facilities are furnished in accordance with the applicable provisions of the Price List and/or the terms and conditions of service.

*Customer*

A person, firm, partnership, corporation, municipality, cooperative organization, governmental agency etc., who has applied for, been accepted, and is currently receiving service. A customer who voluntarily discontinues service and reapplies for service at a new or existing location within 20 days after disconnection will retain customer status.

**DEFINITIONS** (Continued)

*Directory Listings*

Information in the telephone directory or information records of the Company whereby telephone users may ascertain the telephone number of a Listed customer telephone.

*Exchange*

An exchange is a specified area established for the furnishing of communication service. It usually embraces a city, town, village, or unincorporated community and environs thereto and may consist of one or more central offices, together with the associated plant used in furnishing service within that area.

*Premises*

A building, two (2) or more buildings, or part of a building, including associated grounds, located on continuous property and occupied by an individual customer. This could include all or part of a single residential or business building, multi-story building, or multiple-buildings on continuous property.

*Price List*

The index, definitions, rates, charges, rules and regulations, conditions of service, concurrences, and maps adopted and filed by the Company and approved by the Public Utilities Commission of Idaho.

*Residence Service*

A class of network access furnished to an individual at a residence or place of dwelling where the actual or obvious use of the service is primarily for domestic purposes.

*Service Area*

The area in which the Company provides service as identified in Section *III.* of this Price List

*Switched Access*

A method for reaching the Company through the local switched network whereby the End User uses standard business or residential local lines.

## II. GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

<p><b>A. <u>Application of Regulations</u></b></p> <p>The regulations set forth herein apply to the furnishing of intrastate end-user telecommunications service within the state of Idaho by ZiPLY Fiber Pacific, LLC, hereinafter referred to as the Company, subject to the jurisdiction of the Idaho Public Utilities Commission.</p>	
<p><b>B. <u>Establishment and Furnishing of Services</u></b></p> <p>1. <i>General</i></p> <p>The general terms and conditions of this Price List apply to telecommunications services and facilities furnished by the Company, or in part by other companies. Failure to observe these terms and conditions could result in discontinuance of service.</p>	
<p>Voice services for both residential and business customers are only offered in bundles with non-voice related services. Prices and service offerings can be located <a href="http://www.ziPLYfiber.com">www.ziPLYfiber.com</a>. A valid service address must be provided in order to check availability online.</p>	
<p>2. <i>Applications</i></p> <p>a. Requests for telecommunications service and facilities made verbally, in writing, or electronically will become contracts upon the establishment of the service or facilities.</p>	
<p>b. An application shall be deemed to be a notice to the Company that the applicant desires service and an expression of a willingness to conform to the terms and conditions set forth in this Price List.</p>	
<p>c. The Company reserves the right to refuse service to an applicant or customer who has not paid for prior telecommunications service rendered by a company in the same or different location, and furnished to the same person, member of the same household, or legal entity until satisfactory arrangements have been made for payment of the indebtedness.</p>	
<p>d. The Company reserves the right to refuse to furnish or continue to furnish service when service is applied for in the name of another person or legal entity, or a fictitious name of other member of the same household, for the purpose of avoiding payment of or for illegal purposes.</p>	
<p>e. The Company does not take deposits or advanced payments unless stated elsewhere in this Price List.</p>	
<p>f. Any change posted on our web site in the service terms, conditions, offerings, and/or rates modifies the terms of contracts to the extent of such change.</p>	
<p>g. Although, in general, business rates apply at business locations and residence rates apply at residence locations, the determination as to whether customer service should be classified as business or residence is based on the character of use to be made of the service.</p>	

**II. GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS**  
 (Continued)

<p>h. Where special conditions or special requirements of the customer involve unusual construction or installation costs, the customer may be required to pay a reasonable portion of such costs.</p>	
<p><b>3. Business Use</b></p> <p>Business rates apply whenever the use of service is primarily or substantially for any business, trade or professional use including, but not limited to, clubs or lodges, public or parochial schools and colleges, hospitals, libraries, churches, municipal emergency fire and police, government building and other similar institutions.</p>	
<p><b>4. Residence Use</b></p> <p>Residence rates apply when the use of service will be primarily for personal, social and domestic purposes and only incidental for business purposes. Residence rates apply to an individual or family, (such as single residence), or a private dwelling, apartment, rooming or boarding or sorority house, college dorm rooms, or a trailer, where service will be used by the customer or members of the customer's family.</p>	
<p><b>5. Provision of Telecommunication Service</b></p> <p>a. The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary company facilities.</p>	
<p>b. The Company will determine the type of outside plant facilities to be provided for the furnishing of service.</p>	
<p>c. The information listed in this Price List provide for the furnishing of service and facilities where suitable facilities are available or when the construction of the necessary facilities does not involve excessive costs.</p>	
<p>d. The Company shall make the following services available to all its customers where technically feasible:</p> <p>(1) Access to the public switched network including unlimited minutes for local service at no charge</p>	
<p>(2) Access to 911 emergency service and 9-1-1 operating ability where requested by local authorities.</p>	

## II. GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

(Continued)

<p>6. <i>Provision of Equipment</i></p> <p>Terminal equipment necessary for the provision of a given service may be furnished and owned by the customer. The customer may be required to provide suitable housing or other protective measures where Company-provided equipment is to be installed in locations exposed to weather or other hazards. Commercial power will be furnished by the customer to meet terminal equipment specifications when and where required.</p>	
<p>7. <i>Installation in Hazardous Locations</i></p> <p>If the installation and maintenance of service are requested at locations which are or may be hazardous or dangerous to the Telephone Company's employees or to the public or to property, the Company may refuse to install and maintain such service and, if such service is furnished, may require the customer to indemnify and hold the Company harmless from any claims, loss or damage by reason of the installations and maintenance of such service.</p>	
<p>8. <i>Minimum Contract Period</i></p> <p>Except as specified below, the minimum contract period is one (1) month from the date service or additions to service are established, and the minimum charge is the established rate for one (1) month.</p>	
<p>The Company may require a contract period longer than one (1) month at the same location in connection with special facilities, or for unusual construction necessary to meet special demands, and involving extra costs.</p>	
<p>C. <u>Obligation of the Company</u></p> <p>1. <i>Furnishing of Service</i></p> <p>The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment.</p>	
<p>Where facilities beyond those normally required are provided to satisfy customer requests, charges based on the additional costs incurred will apply.</p>	
<p>When the construction of certain facilities is necessary for the furnishing of a service, the ownership of such facilities will be vested in the Company, even though all or a part of the cost of construction is borne by the customer.</p>	
<p>The Company will determine the type of facilities to be provided for the furnishing of a service.</p>	
<p>The Company will be reimbursed for the costs associated with customer requests for relocation or rearrangement of facilities.</p>	

## II. GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

(Continued)

<p><i>2. Ownership of Facilities</i></p> <p>All facilities up to and including the connecting device on the customer's premises will be owned by the Company, except where such facilities are situated, in the judgment of the Company, in hazardous or inaccessible locations.</p>	
<p><i>3. Access to Customer Premises</i></p> <p>Access to customer's premises, at any reasonable hour, will be given to representatives of the Company for the purpose of inspecting, repairing, testing, or removing any part of the Company's facilities.</p>	
<p>Customers may be required to furnish, at no charge, equipment space and electrical power for Company facilities located inside the customer's building in order to provide services.</p>	
<p><i>4. Installation, Maintenance and Repair</i></p> <p>All costs associated with the installation, maintenance and repair of services furnished by the Company will be borne by the Company except as specified elsewhere in this Price List.</p>	
<p>The Company will maintain and repair the equipment and facilities which it furnishes to customers, for as long a period as replacement components are available from the manufacturer or from stock. When the manufacturer will no longer provide the required components, and none are available from stock, components required will be provided at charges based on cost when the Company is able, by special manufacture or procurement from outside sources, to procure the required components.</p>	
<p>The Company will be reimbursed for any loss or damage to its facilities on the customer's premises resulting from intentional destruction or any other cause except from fire or unavoidable accidents.</p>	
<p><i>5. Allowance for Service Interruptions</i></p> <p>The Company cannot guarantee the uninterrupted working of its services and facilities. The Company will make reasonable effort to notify customers of any known service interruptions.</p>	
<p>In the event of an interruption to any service, except an exchange Network Access Local Service, which is not due to the negligence of the customer, an allowance may be made if the interruption continues for more than forty-eight (48) hours from the time it is reported to or detected by the Company.</p>	
<p>The allowance will be the prorated portion of the monthly rate or monthly guarantee for the service or the portion of the service made inoperative.</p>	
<p>The Company will adhere to ID Rules 500-502 as it relates to Quality of Service, Services Outages and Repair Service requirements and Standards.</p>	

**II. GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS**  
 (Continued)

<p>6. <i>Telephone Numbers</i></p> <p>The customer has no property right to the telephone number nor any right to continuance of service through any particular central office.</p>	
<p>The Company reserves the right to change the customer's telephone number or the central office associated with the number, or both, as may be required for the proper conduct of its business.</p>	
<p><b>D. <u>Use of Service</u></b></p> <p>1. <i>General</i></p> <p>a. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes:</p> <ul style="list-style-type: none"> <li>- The use of service or facilities of the Company to transmit a message, or to locate a person, or otherwise to give or obtain information, without payment of the charge applicable for service;</li> <li>- the obtaining, or attempting to obtain, or assisting another to obtain service by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;</li> <li>- the use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably expected to frighten, abuse, torment, or harass another;</li> <li>- the use of profane or obscene language;</li> <li>- the use of the service in such a manner as to interfere unreasonably with the use of the service by other customers.</li> </ul> <p>b. If any of the above conditions exist, the Company may refuse to furnish service to an applicant or may disconnect the service of a customer.</p> <p>c. The Company reserves the right to limit the length of communication when necessary because of a shortage of facilities caused by emergency conditions.</p>	
<p>2. <i>Customer Responsibility</i></p> <p>a. The customer subscribing to telecommunications service is responsible for its use and for the payment of all charges in connection therewith, and shall exercise such control as may be necessary to insure that it is not improperly used.</p>	

## II. GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

(Continued)

b. The customer or authorized user may not rearrange, disconnect, remove or attempt to repair any company provided facilities except upon the written consent of the Company. The customer agrees to notify the Company at least 90 days in advance to request rearrangement of Company's facilities located on the customer's premises. The customer may be charged for such changes.	
c. The customer shall be responsible for damages to facilities of the Company caused by the negligence or willful act of the customer or authorized user.	
d. The customer will be solely responsible for any loss or damage, or for any impairment or failure of the service, arising from or in connection with the use of customer-premise equipment or facilities.	
e. The Company does not monitor recordings of telephone conversations between its subscribers and other end-users nor use automatic recording devices to do so. Any customer recording telephone conversations or using automatic recording devices is responsible for the proper use and for adhering to the regulations governing such use.	
<b>3. <i>Customer Premises Inside Wire (CIPW) and Customer Provided Equipment</i></b>  CPIW is telephone wiring located on the customer's premises beginning at the point of connection of premises wiring to the Company's facilities and terminating at the point of connection with terminal equipment. Work on CPIW may be performed by the customer, by a technician designated by the customer, or by the Company at the customer's request.	
The connection to Company facilities will be at a standard network interface (SNI) provided by the Company. Terminal equipment will be connected to the inside wire at each location of use via a customer provided modular jack or similar device. FCC registered/approved equipment must be used. Use of unapproved or altered equipment can result in discontinuance of service and/or a service charge for costs to eliminate harm from the network.	
Installation and Maintenance of CPIW is the responsibility of the customer.	
If it is necessary for the Company to make a service call to clear a line having a fault in CPIW, charges for a service call, as specified in Section III., will apply.	
The customer shall be responsible for the installation, operation or maintenance of any customer-provided equipment.	
Any customer-premises equipment connected to the Company's facilities shall not interfere with any of the services offered by the Company.	

**II. GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS**

(Continued)

<p>The use of customer-premises equipment shall not:</p> <ul style="list-style-type: none"> <li>- endanger the safety of the Company employees or the public</li> <li>- damage, require changes, or alter the equipment or facilities of the Company</li> <li>- interfere with the proper functioning of such equipment or facilities</li> <li>- impair the operation of the telecommunications system</li> <li>- injure the public in its use of the Company's services</li> </ul>	
<p>Upon notice from the Company that the customer-premises equipment is causing or is likely to cause hazard or interference, the customer shall make the necessary change(s) to remove or prevent such hazard or interference or be subject to temporary discontinuance of service as long as the condition exists.</p>	
<p>Except as otherwise provided in this Price List nothing herein shall be construed to permit the use of a device to interconnect any line or channel of the Company with any other communication line or channel of the Company or of any other person.</p>	
<p>Customers, who furnish telephone service to guests or patients, may recover billed charges of the Company for local and toll messages placed by guests or patients.</p>	
<p><b>4. <i>Supersedure</i></b></p> <p>Customers who qualify for the establishment of service may assume the existing services of another customer on the premises where the existing service is being rendered and where an arrangement acceptable to the Company is made to pay outstanding charges against the service. Applicable termination charges will apply for any service furnished under the existing service arrangement that is not retained by the new customer.</p>	
<p><b>5. <i>Customer Complaints</i></b></p> <p>When there is a customer complaint, the Company will do the following:</p> <ul style="list-style-type: none"> <li>- Promptly investigate each customer complaint it receives;</li> <li>- Report the findings of the investigation to the customer within a reasonable time;</li> <li>- Make a good faith effort to resolve the complaint within a reasonable time dependent on the urgency of the complaint; and</li> <li>- Retain a record of the complaint for 1 year.</li> <li>- The Company will inform the customer of the right to escalate the resolution to a Supervisor and to appeal the results of the investigation with the Public Utilities Commission.</li> </ul>	
<p><b>6. <i>General Liability Statement</i></b></p> <p>The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors or defects in transmission occurring in the course of furnishing a service and not caused by the negligence of the customer, shall, in no event, exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, or error or defect in transmission occurs.</p>	

## II. GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

(Continued)

<p>When the facilities of other companies are used in establishing connections to points not reached by the Company's facilities, the Company is not liable for any act or omission of the other company or companies.</p>	
<p>The Company is not liable for any unavoidable damage to the customer's premises resulting from the attachment of its equipment and associated wiring on such premises, or from the installation or removal thereof.</p>	
<p>The Company will make no refund of overpayments by a customer unless the claim for such overpayment together with proper evidence be submitted within three (3) years from the date of the alleged overpayment.</p>	
<p>The Company shall not be liable for any errors or omissions, whether arising through negligence or otherwise, in the information furnished; and the customer shall indemnify and save the Company harmless against all claims (including costs and attorney's fees) that may arise from the use of such information.</p>	
<p>The Company is not liable for damages for any accident, injury, or death from its facilities and apparatus when such accident, injury, or death is not due to the gross negligence or willful acts of the Company.</p>	
<p>The Company shall not be liable for civil damages, whether in contract, tort or otherwise, to any person, corporation, or other entity for any loss or damage caused by any Company act or omission in the design, development, installation, maintenance, or provision of 9-1-1 service other than an act or omission constituting gross negligence or wanton or willful misconduct. However, in no event shall the Company's liability to any person, corporation, or other entity for any loss or damage exceed an amount equal to the prorated allowance of the Price List rate for the service or facilities provided to the customer for the-time such interruption to service or facilities continues, after notice by the customer to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the customer.</p>	
<p>The Company shall not be responsible to the customer if changes in any of the facilities, operations, or procedures utilized in the provision of ISDN-PRI Bundle Service render any equipment provided by a customer obsolete or require any modification or alteration of such equipment or system or otherwise affect its use or performance.</p>	
<p>The customer indemnifies and saves the Company harmless against any accident, injury or death caused through the use of telecommunications apparatus which fail to meet the dielectric requirements as established by the Company when such apparatus is provided by the customer. The Company has the right of refusing to, or ceasing to, render telecommunications service to a customer if at any time any of the telephones, appliances, lines or apparatus on the customer's premises shall be considered unsafe by Company personnel, or if the use of the service shall be prohibited by or forbidden under any law, ordinance or regulation.</p>	

**II. GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS**  
 (Continued)

<p>The customer also agrees to release, indemnify and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion to use of E911 service features and the equipment associated therewith, 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 telecommunications equipment used by persons accessing 911 service thereunder, and which arises out of the negligence or other wrongful act of the customer, its user, agencies or municipalities, or the employees or agents of any one of them.</p>	
<p>The Company shall not be liable for damages or statutory penalties in any cases where a claim is not presented in writing within thirty days after the alleged delinquency occurs.</p>	
<p>Acceptance of this Price List for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.</p>	
<p><b>E. <u>Customer Billing and Payments</u></b></p> <p>1. <i>General</i></p> <p>Charges for service commence when the service is installed and connection is made, whether used or not.</p>	
<p>The customer is responsible for all charges in conjunction with the services furnished him, including collect toll messages that have been accepted at the customer's telephone.</p>	
<p>The Company will collect from the customer the prevailing amount of taxes, surcharges, and other imposed fees upon them by local, state, or federal governments and regulatory authorities.</p>	
<p>Monthly recurring charges are billed in advance and toll charges are billed in arrears. Special billing arrangements may be established for services provided to governmental agencies.</p>	
<p>Bills are due when rendered unless otherwise specified on the bill and may be paid at any business office of the Company or at any agency authorized to receive such payments.</p>	
<p>For billing purposes each month is presumed to have thirty (30) days.</p>	
<p>Retroactive billing adjustments will not be made for a period exceeding three (3) years.</p>	
<p>Customers will not be held responsible for the nonpayment of another customer's bill unless the customer superseded the service or was a co-applicant or guarantor for the service of the nonpaid account.</p>	

## II. GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

(Continued)

<p>The Company may temporarily suspend service in the event the customer fails to pay any amount due. Such suspensions shall not be made until at least seven (7) days (measured from the day after the date of mailing) following written notification to the customer of the intention to suspend service, the amount due, and the date by which the same must be paid.</p>	
<p><b>2. Overtime Work or Work Performed Outside Regular Working Hours</b></p> <p>When a customer orders installations, moves or changes, which cannot be completed during scheduled working hours, overtime charges may apply. Simple Service overtime charges will be the difference between straight time and overtime and will be in addition to the normal installation, move, or change charge. The customer must agree to this provision before such overtime work will be performed.</p>	
<p><b>3. Promotions</b></p> <p>From time-to-time, the Company, may offer temporary price reductions on monthly charges or waive non-recurring charges to promote certain services.</p>	
<p><b>4. Notice of Service Changes and Rate Increases</b></p> <p>The Company will follow the applicable rules for notifying customers of service changes and rate increases.</p>	
<p><b>5. Electronic Billing</b></p> <p>Customers may elect to view and pay their monthly telephone bill electronically via the Internet. The bill will include a summary of the current charges as well as totals by section/service. Customers who choose this option will stop receiving paper bills after two months. They may subsequently choose to resume receiving paper bills. Customers receiving paper bills may be subject to a monthly generation fee.</p>	
<p><b>6. Billing Errors and Adjustments</b></p> <p>a. If the Company determines that the character of use of a service is not in accordance with the class of service contracted for, the Company may require the customer to contract for the proper class of service and retroactively bill for the appropriate class of service.</p>	
<p>b. When billing errors are brought to the attention of the Company, the Company will provide retroactive billing adjustments to customers as necessary.</p>	
<p><b>7. Billing Disputes</b></p> <p>Unless the Company receives a dispute within 60 days of the bill date, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer.</p>	

**II. GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS**

(Continued)

<p>When a customer disputes a charge or charges on the bill, in no way does this relieve the customer from obligation of paying the undisputed charges.</p>	
<p>The Company will do the following:</p> <ul style="list-style-type: none"> <li>- Promptly investigate each customer complaint it receives;</li> <li>- Report the findings of the investigation to the customer within a reasonable time;</li> <li>- Make a good faith effort to resolve the complaint within a reasonable time dependent on the urgency of the complaint; and</li> <li>- Retain a record of the complaint for 1 year.</li> <li>- The Company will inform the customer of the right to escalate the resolution to a Supervisor and to appeal the results of the investigation with the Public Utilities Commission.</li> </ul>	
<p>If the results of the Company investigation indicate the customer is obligated to pay, the customer shall submit payment within five (5) working days to the Company or its duly authorized agents for the disputed amounts. Failure to make full payment shall be grounds for termination of service.</p>	
<p>If the results of the Company investigation indicate the Company is obligated to credit the customer for any portion of the disputed bill, the Company will apply the appropriate adjustment on next available bill.</p>	
<p><b>8. <i>Reconnect Charge</i></b></p> <p>When service is disconnected for violation of rules or regulations, for fraudulent use of service, or nonpayment, the Company may charge for the reconnection as set forth in the Service Order / Labor Charges, Section V. of this Price List.</p>	
<p><b>9. <i>Deferred Payment Arrangements</i></b></p> <p>A Deferred Payment Agreement is available to residential customers unable to pay an outstanding bill in full. The terms include a reasonable initial payment and installment payments to be paid over an agreed upon number of months.</p>	
<p>Any payment made by a customer in compliance with a Deferred Payment Agreement will be applied to payment of the previous outstanding bill with any remainder credited to the current bill.</p>	
<p>If a customer fails to fulfill the terms of a Deferred Payment Agreement, the Company shall have the right to disconnect service upon at least five (5) calendar days written notice and under such circumstances the Company shall not be required to offer subsequent negotiation of a Deferred Payment Agreement prior to disconnection.</p>	

**II. GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS**  
 (Continued)

<p><b>10. Contractual Service Arrangements</b></p> <p>The Company may offer unique Contract Service Arrangements for services not available through this Price List or for deviations to the rates or conditions for services contained in this Price List.</p>	
<p>Unless specified differently in the contract, the regulations listed in this Price List will apply.</p>	
<p>Specific rates, charges, and terms may be provided at a Company standard or developed on a non-discriminatory individual case basis.</p>	
<p><b>11. Returned Payment Charge</b></p> <p>A charge may apply for returned payments for residential and business customers. Returned Payment Charge may apply to any payment that cannot be processed and may include, but is not limited to: insufficient funds; unable to locate account; account closed; balance held; drawn against uncollected funds; account garnished; payment stopped; no funds; account frozen; or post no debts.</p>	
<p><b>12. Late Payment Charge</b></p> <p>A late payment charge of two percent (2%) or ten dollars (\$10.00) (whichever is greater) of past due unpaid balances over \$10.00, is applicable on residence and business customer bills after thirty (30) days from the customer's billing cycle date.</p>	
<p><b>F. <u>Termination of Service</u></b></p>	
<p><b>1. Termination By the Customer</b></p> <p>Term commitments for service may be terminated prior to the expiration of the term commitment period provided advance notice is given to the Company and upon agreement to pay all charges due for the service furnished, plus any termination charge which might be applicable.</p>	
<p>When a commitment for service with a one (1) month minimum period is canceled before establishment of the service is completed, a charge not to exceed the installation charge specified is applied if all or a portion of the facilities have been installed.</p>	
<p>No minimum or termination charge will apply when a new customer takes over the service of the former customer, provided the service is to be furnished at the same location without interruption and that the new customer assumes all unpaid charges on the original term commitment. Minimum and termination charges will apply for any service furnished under the original term commitment that is not retained by the new customer.</p>	
<p>No minimum or termination charge will apply in the event the service is terminated because of condemnation, destruction, or damage to property by fire or other cause beyond the control of the customer.</p>	

**II. GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS**

(Continued)

<p><i>2. Discontinuance, Termination, or Refusal of Service by the Company</i></p> <p>The Company may refuse to furnish, or may terminate the service and remove its equipment under the following circumstances, provided suitable notice has been given to the customer:</p> <ul style="list-style-type: none"> <li>- upon the continuance of any unpaid amount due for a period of ten (10) days following temporary suspension;</li> </ul>	
<ul style="list-style-type: none"> <li>- upon the continuance of any unauthorized attachment or improper connection of customer owned facilities with facilities provided by the Company;</li> </ul>	
<ul style="list-style-type: none"> <li>- upon objection to the furnishing of a service made in writing by or on behalf of any governmental law enforcement agency acting within its jurisdiction, on the grounds that such service is or is to be used for an illegal purpose;</li> </ul>	
<ul style="list-style-type: none"> <li>- upon the use of a service in such a manner that, in the opinion of the Company. Constitutes abuse or fraud or may tend to injuriously affect the efficiency of the Company's plant, property, or service;</li> </ul>	
<ul style="list-style-type: none"> <li>- upon a continuing violation of any of the regulations governing the furnishing of a service.</li> </ul>	
<ul style="list-style-type: none"> <li>- if customer is abusive, uses obscene language, or threatens company employees or contractors.</li> </ul>	
<p>Termination of Service by the Company will be administered in accordance with the Telephone Customer Relations Rules, IDAPA 31.41.01. The text of these rules is available for customer inspection upon request.</p>	
<p><i>3. Disconnect for Non-Payment</i></p> <p>a. When a customer does not pay an entire bill by the due date, excluding charges that are in the process of being disputed, or made payment that was rejected for insufficient funds, the Company will temporarily disconnect service and send a written notice regarding full disconnect. To avoid termination of service, a customer must pay all charges due including Non-Sufficient Funds charge, Late Payment Fee plus any applicable Reconnection charges or negotiate a Deferred Payment Arrangement within 15 days after the date of the written notice.</p>	
<p>b. The Company may attempt to make at least one telephone call to the customer prior to disconnecting service.</p>	
<p>c. If the customer does not pay the entire bill or contact the company to make payment arrangements by the termination date, service will be fully terminated. Any payment received after service has been fully terminated, will be considered a new application for service and installation charges may apply.</p>	

## II. GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

(Continued)

<p>4. <i>Contract Termination</i></p> <p>a. Unless specified elsewhere, contracts for service or facilities may not be terminated except upon advance notice, written or verbal, to the Company, at which time all unpaid charges or guarantees for the period the service or facilities have been furnished plus all applicable minimum and termination charges are due and payable.</p>	
<p>b. The customer is required to pay only the charges for the period during which service or facilities have been furnished. Minimum or termination charges will not apply when the use of the service or facilities is terminated because of the condemnation, destruction, or damage of property by fire or other cause beyond the control of the customer which renders the premises unfit for occupancy.</p>	
<p>5. <i>Medical Emergency</i></p> <p>The Company will postpone disconnecting local exchange residential service for 30 days for non-payment, if the customer submits certification from a qualified medical professional, who is licensed to practice in the state, stating that disconnection would create a life threatening situation for the customer or other permanent resident of the customer's household.</p>	
<p>6. <i>Prohibitions Against Disconnection</i></p> <p>a. In the event of a dispute involving a customer's bill, the customer's service will not be disconnected for non-payment of that portion of the bill under dispute pending completion of the dispute. Customers are required to pay all charges which are not in dispute</p>	
<p>b. Service may not be refused because of a delinquent account (Under \$30) if the customer or applicant agrees to a Deferred Payment Agreement.</p>	
<p>c. The Company may not disconnect or refuse service for the following reasons:</p>	
<p>(1) Failure to pay the account of another customer as guarantor thereof.</p> <p>(2) Nonpayment of a delinquent account over 4 years old where collection efforts have not been made within that period of time unless the passage of additional time results from other provisions here or from good faith negotiations or arrangements made with the customer, Per ID Rule 308.01.d.</p>	

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**III. SERVICE AREAS**

Telecommunications services, including some intrastate end-user location exchange services, are provided subject to availability and equipment in the state.	
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### IV. DIRECTORY INFO

The Company will provide access to directory information to its customers. The directory information will include listings of names, addresses and telephone numbers of customers. The Primary Listing is included w/ voice services.							
The Company, except as provided herein, assumes no liability for damages claimed on account of errors or omission from the directories and, in accepting listings as prescribed by applicants or customers, will not assume responsibility for the result of the publication in the directory.							
<p><u>RATES</u></p> <p>The following month charges may apply:</p> <table data-bbox="308 703 1323 808"><thead><tr><th></th><th><u>Monthly Rate</u></th></tr></thead><tbody><tr><td>Non-Published Number, per listing</td><td>\$6.50</td></tr><tr><td>Non-Listed Number, per listing</td><td>\$5.50</td></tr></tbody></table>		<u>Monthly Rate</u>	Non-Published Number, per listing	\$6.50	Non-Listed Number, per listing	\$5.50	
	<u>Monthly Rate</u>						
Non-Published Number, per listing	\$6.50						
Non-Listed Number, per listing	\$5.50						

## V. SERVICE ORDER / LABOR CHARGES

<p><b>A. <u>General</u></b></p> <p>1. Service Connection Charges are non-recurring charges for work performed by the Company in connection with customer-initiated requests for telecommunications services. They apply to ordering, connecting, moving, changing, or rearranging of telecommunications services.</p>	
<p>2. Changes initiated and made by the Company for the convenience of the customer, changes of service and facilities for continuation of satisfactory service, changes stemming from Company errors, or normal repair and maintenance performed on general telecommunications services and associated equipment will be done at the expense of the Company.</p>	
<p><b>B. <u>Service Descriptions</u></b></p> <p>1. <i>Service Order Charge</i></p> <p>Service Order charge applies to Company representative's time required in making changes to already established billing records due to a customer's service request. This charge is applicable to phone number changes, or when a customer requests their service be moved to a new location.</p>	
<p>2. <i>Central Office Work Charge</i></p> <p>Central Office Work charge may apply to Company representative's time required in making changes in the switch or with central office systems and equipment at the request of the customer. Work would include, but is not limited to adding or changing features, changing a telephone number, and moves and Relocation Forwarding Service.</p>	
<p>3. <i>Line Connection Charge</i></p> <p>A Line Connection charge may apply to Company representative's time working on the line between the central office and up to the pedestal, or the demarcation point such as the network interface device (NID) or Optical Network Terminal (ONT); or on a circuit between premises traversing company distribution plant. This charge is applicable to Relocation forwarding Service or Trouble Isolation. Also see Conditions and Limitations number 5.</p>	
<p>4. <i>Premise Visit Charge</i></p> <p>A premise visit charge applies for a Company vehicle deployment when a company representative is required to isolate trouble at the request of the customer. Also see Conditions and Limitations number 5.</p>	
<p>5. <i>Reconnection for Non-Payment</i></p> <p>This charge applies to work performed by the Company to reestablish service that has been disconnected for non-payment and where satisfactory arrangements were not made prior to the preparation of the disconnect.</p>	

**V. SERVICE ORDER / LABOR CHARGES** (Continued)

<p>6. <i>Rearrangement/Repair</i></p> <p>When the Company is requested to relocate or rearrange existing facilities, the customer requesting such relocation or rearrangement may be required to pay labor charges listed in Section 6.D. Repair service applies for work performed by the Company as requested by the customer, or to repair damaged company facilities caused by the customer's neglect or abuse. Labor charges listed in Section V.D. may apply.</p>	
<p><b>C. <u>Conditions and Limitations</u></b></p>	
<p>1. Service Connect Charges contemplate work performed by the Company during normal work hours. Additional charges may apply to work performed outside of normal work hours at the request of the customer.</p>	
<p>2. Service Connection Charges are in addition to recurring rates and any other charges applicable for voice services subscribed to by the customer. Service Connection Charges may apply in addition to special installation charges as set forth elsewhere in Company's Price List.</p>	
<p>3. Service Connection Charges are non-refundable unless the order is cancelled before work is begun or unless specified elsewhere in the Company's Price List.</p>	
<p>4. One Service Order Charge may apply for all services requested at the same time for the same customer at the same premises.</p>	
<p>5. A Line Connection and a Premises Visit charge will apply to service trouble that is determined to be in customer-provided equipment or inside wire, and the customer does not subscribe to Inside Wire Maintenance. No other Service Connection Charges apply.</p>	
<p>6. The charges in this Price List do not include work related to the installation or repair of customer owned equipment or inside wiring.</p>	
<p>7. A Premise Visit charge may apply for Relocation Forwarding Service, Trouble Isolation, and when a customer requests their service be moved to a new location.</p>	
<p>8. The Company may waive Service Connection Charges from time-to-time as part of a promotion for new or existing products and services</p>	
<p>9. Service Connection Charges DO NOT apply to the following customer requests:</p> <p>a. When a change is made and initiated by the Company, for the convenience of the Company, such as a change in grade of service, change in customer's telephone number, or in changes of service and facilities for continuation of satisfactory service.</p>	
<p>b. Changes stemming from Company errors or to normal repair and maintenance performed on general voice service and associated equipment.</p>	

**V. SERVICE ORDER / LABOR CHARGES** (Continued)

<p>c. Re-establishing voice service at a secondary location immediately following the rendering of a customer's primary location as unfit for occupancy due to fire, flood, etc. At the option of the Company, a different telephone number may be used.</p>																
<p>10. Service Connection Charges DO NOT apply to the following customer requests:</p> <ul style="list-style-type: none"> <li>- Changing the billing person's name</li> </ul>																
<p><b>D. Rates</b></p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 20%; text-align: center;"><u>Residence</u></th> <th style="width: 20%; text-align: center;"><u>Business</u></th> </tr> </thead> <tbody> <tr> <td>1. Service Order Charge</td> <td style="text-align: right;">\$35.00</td> <td style="text-align: right;">\$50.00</td> </tr> <tr> <td>2. Central Office Connect</td> <td style="text-align: right;">\$20.00</td> <td style="text-align: right;">\$20.00</td> </tr> <tr> <td>3. Premise Visit</td> <td style="text-align: right;">\$85.00</td> <td style="text-align: right;">\$100.00</td> </tr> <tr> <td>4. Reconnection for Non-Payment</td> <td style="text-align: right;">\$30.00</td> <td style="text-align: right;">\$45.00</td> </tr> </tbody> </table>			<u>Residence</u>	<u>Business</u>	1. Service Order Charge	\$35.00	\$50.00	2. Central Office Connect	\$20.00	\$20.00	3. Premise Visit	\$85.00	\$100.00	4. Reconnection for Non-Payment	\$30.00	\$45.00
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## VI. SERVICE DESCRIPTIONS

### A. Service Descriptions<sup>1</sup>

#### 1. *VoIP Services*

##### a. Residential Voice

Features:

- New or Ported Telephone Number
- Unlimited Local and Long-Distance Calling
- Enhanced voicemail and calling features

Additional Information:

- This service is bundled with our residential fiber internet
- Can support up to two voice lines
- Customer uses their existing analog phones
- Customer must use the ZiPLY provided router

Service Includes:

- |                               |                          |
|-------------------------------|--------------------------|
| - Anonymous Call Rejection    | - Incoming Call Block    |
| - Call Forwarding             | - Locate Me              |
| - Call Notification           | - Speed Dialing          |
| - Call Return                 | - Simultaneous Ring      |
| - Call Waiting with Caller ID | - Three-way calling      |
| - Caller ID Name and Number   | - Enhanced voicemail     |
| - Do Not Disturb              | - Caller ID name/# block |
| - Selective Call Forwarding   |                          |

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<sup>1</sup> Current pricing for all offered services can be found at [ziplyfiber.com](http://ziplyfiber.com)

**VI. SERVICE DESCRIPTIONS** (Continued)

b. Business Voice

Features:

- New or Ported Telephone Number
- Unlimited Local and Long-Distance Calling
- Enhanced voicemail and calling features

Additional Information:

- This service is bundled with our business fiber internet
- This service can support up to two voice lines
- Customer uses their existing analog phones
- Customer must use the ZiPLY provided router
- Hunt Group service for an additional fee

Service Includes:

- |                               |                          |
|-------------------------------|--------------------------|
| - Anonymous Call Rejection    | - Enhanced voicemail     |
| - Call Forwarding             | - Voicemail to email     |
| - Call Forward Busy           | - Reminders              |
| - Call Forward Selective      | - Simultaneous Ring      |
| - Call Notification           | - Three-way calling      |
| - Call Return                 | - Web portal             |
| - Call Waiting with Caller ID | - Call Logs              |
| - Caller ID Name and Number   | - Contact List           |
| - Do Not Disturb              | - Speed dialing          |
| - Selective Call Forwarding   | - Short Codes            |
| - Find Me Follow Me           | - Caller ID name/# block |
| - Anonymous Call Rejection    |                          |

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**VI. SERVICE DESCRIPTIONS** (Continued)

<p>2. <i>Fiber Internet Services</i></p> <p>a. Residential Fiber Internet</p> <p>Available Fiber Plans:</p> <ul style="list-style-type: none"><li>- ZiPLY Fiber Gig Speeds up to 1000 Mbps upload &amp; download</li><li>- ZiPLY Fiber 200/200 Speeds up to 200 Mbps upload &amp; download</li><li>- ZiPLY Fiber 50/50 Speeds up to 50 Mbps upload &amp; download</li></ul> <p>Additional Information:</p> <ul style="list-style-type: none"><li>- This service can be bundled with our residential voice</li><li>- ZiPLY Fiber router available for an additional fee</li></ul>	
<p>b. Business Fiber Internet</p> <p>Available Fiber Plans:</p> <ul style="list-style-type: none"><li>- ZiPLY Fiber Gig Speeds up to 1000 Mbps upload &amp; download</li><li>- ZiPLY Fiber 500/500 Speeds up to 500 Mbps upload &amp; download</li><li>- ZiPLY Fiber 100/100 Speeds up to 100 Mbps upload &amp; download</li></ul> <p>Additional Information:</p> <ul style="list-style-type: none"><li>- This service can be bundled with our business voice</li><li>- ZiPLY Fiber router available for an additional fee</li></ul>	