

CTB-T-11-01
Proposed tariff

Idaho Public Utilities Commission
Office of the Secretary
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Boise, Idaho

EXHIBIT 5

Custer Telephone Broadband Services LLC

**Basic Local Exchange
Telecommunications Price List**

Telephone Number

208-756-4111

or

208-879-2281

**IDAHO PUBLIC UTILITIES COMMISSION
472 WEST WASHINGTON STREET, BOISE, ID 83702-5983**

1-800-432-0369

This Price List contains rates, terms and conditions applicable to the sale of telecommunications services provided by Custer Telephone Broadband Services LLC.

Issue Date:
Issued by: Dennis L. Thornock
Custer Telephone Broadband Services LLC
1101 East Main Avenue
P.O. Box 324
Challis, ID 83226

Effective Date:

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DEFINITIONS

Access Line

The Circuit that travels from Custer Telephone Broadband Services LLC central office to the Subscriber's premise terminating at the Network Interface Device (NID), which provides direct access to the local exchange and the toll switching networks.

Circuit

A channel used for the transmission of electrical energy in the furnishing of telephone service.

Company

Custer Telephone Broadband Services LLC.

Connecting Company

A corporation, association, partnership, limited liability company or individual owning or operating one or more exchanges and with whom traffic is interchanged.

Contract

The service agreement between a Subscriber and the Company under which services and facilities are furnished in accordance with the provisions of the Price Lists applicable.

Customer

See definition of Subscriber.

Customer Provided Equipment (CPE)

Devices, apparatus and their associated wiring provided by a Subscriber for use with facilities furnished by the Company.

Direct Dialing

The capability for a Subscriber to dial anywhere in the United States with a series of numbers without operator assistance.

Exchange Area

The territory served by an exchange.

Extension Station

An additional station connected on the same circuit as the Main Station and having the same telephone number as the Main Station.

DEFINITIONS (Continued)

Extra Listing

Any listing of a name or information in connection with a Subscriber's telephone number beyond that to which he or she is entitled in connection with his or her regular service.

Foreign Exchange Directory Listing

An alphabetical and directory listing in the directory of an exchange other than the exchange in which a Subscriber is furnished local service.

Individual Line

An exchange line designed for the connection of only one (1) Access Line.

Installation Charge

A non-recurring charge made for the placing or furnishing of telephone equipment, which may apply in place of or in addition to service connection charges and other applicable charges for service or equipment.

Local Exchange Service

Telephone service furnished between Subscriber's stations located within the same Local Service Area.

Local Message

A communication between Subscriber's stations within the same Exchange Area.

Local Service Area

That geographical area throughout which a Subscriber obtains telephone service without the payment of a toll charge.

Main Station

A suitable telephone instrument or station that is connected to a network Access Line through a central office and has a unique telephone number.

Premises

All of the building or the adjoining portions of a building occupied and used by the Subscriber or all of the buildings occupied and used by the Subscriber as a place of business or residence, which are located on a continuous plot of ground not intersected by a public highway or thoroughfare.

Price List

The document filed by the Company with the Idaho Public Utilities Commission which lists the communication services offered by the Company and the associated press.

DEFINITIONS (Continued)

Primary Station

Synonymous with Main Station.

Private Branch Exchange (PBX)

An arrangement of equipment used by a Subscriber and connected directly to a central office by means of Trunk Access Lines, from which connection is made to stations at various locations or Customer premises, thereby providing telecommunications between these stations and also communication with the general exchange system.

Private Line

A Circuit provided to furnish communication only between the two (2) or more telephones directly connected to it and not having connection with either central office or PBX switching apparatus.

Subscriber

A person or agency subscribing for telephone service. As used in this Price List, a separate Subscriber is involved at each location, or continuous property, where service is furnished. One (1) individual or firm therefore may be considered as two (2) or more separate Subscribers, even in the same exchange. The privileges, restrictions and rates established for a Subscriber to any class of service are limited to the service at one location; no group treatment of service at separate locations furnished to one individual or firm is contemplated or to be implied, except when definitely provided for in the schedules.

Telephone Station

A suitable telephone instrument, consisting of a transmitter, receiver and associated apparatus, so connected as to permit transmitting of and receiving telephone messages.

Tie Trunk

A Circuit connecting two (2) PBX systems for the purpose of intercommunicating between the stations connected with such PBX switching apparatus. The Circuit is not intended to provide for general exchange service through either of the PBX systems with which it connects.

Toll Message

A message from a calling station to a station located in a different Local Service Area.

Toll Service

Telephone service rendered by the Company between patrons in different Local Service Areas in accordance with the rates specified in the Company's Toll Price List.

Trunk

A telephone communication channel between (a) two (2) ranks of switching equipment in the same central office, (b) central office units in the same switching center or (c) two (2) switching centers.

GENERAL RULES AND REGULATIONS

A. APPLICATION

The rules and regulations specified herein apply to the intrastate services and facilities of Custer Telephone Broadband Services LLC, hereinafter referred to as the Company. Failure on the part of the Subscribers to observe these terms and conditions of the Company, after due notice of such failure, automatically gives the Company the authority to discontinue the furnishing of service.

B. EXPLANATION OF SYMBOLS

- (C) Signifies a changed regulation.
- (D) Signifies a discontinued rate, treatment or regulation.
- (I) Signifies an increased rate or new treatment resulting in increased rate.
- (N) Signifies a new rate, treatment or regulation.
- (R) Signifies a reduced rate or new treatment resulting in reduced rates.
- (T) Signifies a change in text but no change in rate, treatment or regulation.

C. OBLIGATION OF COMPANY

1. Availability of Facilities

The Company's obligation to furnish telephone service is dependent upon its ability to secure suitable facilities and to provide such service without unreasonable expense.

2. Interruption of Service

An allowance will be made upon notice and demand to the Company for interruption of service not due to Subscriber negligence or other circumstances not due to Company facilities.

The Company will credit a Customer's account in accordance with Idaho IDAPA 31.41.01 Rule 503.

3. Directory Errors and Omission

The Company endeavors to correctly list Customers, their telephone numbers and other information in the local telephone directory. The Company will waive the tariff rate for special directory services in cases in which the Company provides information for a directory listing and an error occurs.

4. Defacement of Premises

The Company will repair or replace any defacement or damage of property due to installation, existence or removal of Company property, when the damage is the result of negligence of the Company.

GENERAL RULES AND REGULATIONS (Continued)

C. OBLIGATION OF COMPANY (Continued)

5. Adjustment of Charges

In case of over billing, a refund will be made by the Company for the full amount of excess charges when the amount can be determined; when the amount cannot be determined from available records, the maximum refund will not exceed the estimated over billing over a three (3) year period.

In case of under billing, the Company reserves the right to back bill for the deficiency charges up to a period of three (3) years.

D. USE OF SERVICE AND FACILITIES

1. Ownership and Use of Equipment

All equipment and lines furnished by the Company are the property of the Company unless otherwise specified. Company agents or employees shall have the right to enter said premises at any mutually agreed upon, reasonable hour to install or maintain equipment or remove equipment.

The Company may refuse to install or maintain any service at locations that are hazardous to the Company employees.

2. Interconnection Policy

Subscriber-provided terminal equipment may be used and Subscriber-provided communications systems may be connected with the facilities furnished by the Company for telecommunications services subject to terms and conditions outlined in other parts of this Price List. In case any unauthorized attachment is made, the Company shall have the right to disconnect, suspend or terminate the service.

Communication service 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 the tariffs of the other communications carriers which are applicable to such connections.

3. Use of Subscriber Service

Subscriber telephone service is furnished only for the use by the Subscriber, the Subscriber's family and associates. The Company may refuse to install or permit such service to remain on premises of public or semi-public character.

The equipment may be installed at such locations, provided the service is located so it is not accessible for public use.

GENERAL RULES AND REGULATIONS (Continued)

D. USE OF SERVICE AND FACILITIES (Continued)

4. Tampering with Equipment

The Company may refuse to furnish telephone service when Company equipment shows any evidence of tampering for the purpose of obtaining service without payment of charges applicable to the service rendered by the Company.

5. Use of Improper Language or Impersonation of Another

The Company may refuse service to anyone who uses or permits abusive or obscene language over Company facilities or impersonates another individual with fraudulent or malicious intent.

6. Indiscriminate Use of Facilities

The Company may refuse to furnish service or require upgrading of services provided to any Subscriber who allows indiscriminate use of Company facilities except in case of emergencies.

E. ESTABLISHMENT AND FURNISHING OF SERVICE

1. Application for Service

Application for service must be made on the Company's standard form, which becomes a contract when accepted in writing by the Company or upon establishment of service. The conditions of such contracts are subject to all provisions of this and other applicable Price Lists. Requests for additional service may be made verbally, if provided in the original contract, and no advance payment will be required. A move within the Exchange Area is not considered to terminate the contract, and orders for such may be made verbally.

2. Telephone Numbers

The Company may change the telephone number or central office designation of a Customer whenever it is required or by mutual consent and with proper written notification (thirty (30) days).

3. Alterations

The Subscriber agrees to notify the Company of any alterations that will necessitate changes in the Company's wiring, and the Subscriber agrees to pay the Company's current charges for such changes. The Subscriber can change the inside wiring up to the demarcation point.

4. Payment of Service

The Subscriber is required to pay all charges for services rendered by the Company, both exchange and toll, in accordance with provisions contained elsewhere in this Price List. The Subscriber is responsible for all charges for services rendered at his or her telephone, including collect charges.

GENERAL RULES AND REGULATIONS (Continued)

E. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

5. Maintenance and Repairs

The Company shall bear the expense of all repair and maintenance of its facilities, except where damage or destruction of its facilities is due to the gross neglect of the Subscriber. The Subscriber may not rearrange, remove or disconnect any Company facilities without consent of the Company.

6. Line Extensions

Lines will be extended to permanent Customers in accordance with the guidelines established in the Construction Charges section.

Where required by the conditions, Customers may be required to provide to the Company suitable private right-of-way parallel to the public highway.

7. Reconnection Charge

Where service has been terminated by the Company, the regular non-recurring charges shall apply for reconnection of service.

F. TELEPHONE DIRECTORIES

The Company will furnish to its Subscribers, without charge, only such directories as it deems necessary for the efficient use of the service. Other directories may be furnished at the discretion of the Company at a reasonable charge.

G. ESTABLISHMENT OF DEPOSITS

1. Deposits and Advance Payments

A) Advance Payments

To safeguard its interest, the Company may require a Customer to make an advance payment before services and facilities are furnished. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction. An advance payment may be required in addition to a deposit. Advance payments will be credited to the Customer's first month's bill.

B) Deposits

The Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The Company's deposit practices are set forth in the Commission's Customer Relation Rules, IDAPA 31.41.01. Interest will be payable on deposit at the rate determined by the Commission.

GENERAL RULES AND REGULATIONS (Continued)**H. MINIMUM CONTRACT PERIODS AND TERMINATION OF SERVICE****1. Minimum Contract Periods**

Except as hereinafter provided, the minimum contract period for all services and facilities are one (1) month at the same location.

The Company may require a minimum contract period longer than one (1) month at the same location in connection with special (non-standard) types or arrangements of equipment or for unusual construction necessary to meet special demands and involving extra cost.

2. Termination of Service — Subscriber's Request

Service may be terminated prior to the expiration of the minimum contract period upon notice being given to the Company and upon payment of any applicable termination charges, in addition to any applicable charges due for service which has been furnished.

In the case of service for which the minimum contract period is one (1) month, termination will require that charges due for the balance of the minimum period be paid.

In the case of directory listings where the listing has appeared in the directory or where a non-listed or non-published listing has been properly omitted, the charges are due to the end of the directory period, except that in the following cases, charges will be continued only to the date of the termination of the extra listing or proper omission with a minimum charge for one (1) month:

- (1) The contract for the main service is terminated.
- (2) The listed party becomes a Subscriber to some other class of exchange service.
- (3) The listed party moves to a new location.
- (4) The listed party dies.

For special equipment, the charges will be based on the individual circumstances in each case as agreed upon at the time of installation.

Contracts for periods longer than (1) one month covering services whose installation required line extensions may be terminated upon payment of all charges that would accrue to the end of the contract period or the contract will be transferred to a new applicant who is to occupy the same premises and will subscribe to the service effective on the day following termination by the original Subscriber.

Service may be terminated after the expiration of the initial contract period upon the Company being notified and upon payment of all charges to the date of the termination of the service.

GENERAL RULES AND REGULATIONS (Continued)

H. MINIMUM CONTRACT PERIODS AND TERMINATION OF SERVICE (Continued)

2. Termination of Service — Subscriber's Request (Continued)

Service may be cancelled by the Customer only on not less than thirty (30) days written notice to the Company. In the event the Company is unable to disconnect the Customer's Access Line by the requested cancellation date, the Customer will be responsible for any usage over the line.

3. Termination of Service by the Company

The Company shall comply with all Commission Rules relating to the denial, restriction and notification processes before denying, restricting or terminating a Customer's service. Specifically, IDAPA 31.41.01, Rules 300 through 399 — Denial, Restrictions and Termination of Service.

I. PAYMENT FOR SERVICE AND FACILITIES

The Subscriber shall pay for service and facilities monthly in advance, except all various units of government, and shall pay for moves and changes when billed. Failure to receive a bill does not relieve the Subscriber of the responsibility for payment in accordance with the provisions set forth herein.

All bills for service are due and payable at the office of the Company on or before the twenty-fourth (24th) of the month or a late charge will be applied to the balance.

NON-SUFFICIENT OR RETURNED CHECKS

A) If a Customer makes payment to the Company with a check that is returned by the bank, the Customer will be charged a returned check fee per each item returned.

B) The Company will require one of the following forms of payment from a Customer to reimburse the Company for any non-sufficient funds check, returned check, as well as to satisfy a payment promise, or to reconnect service type(s) which have been denied due to non-payment:

1. Cash
2. Cashier's Check
3. Money Order
4. Visa or MasterCard

GENERAL RULES AND REGULATIONS (Continued)

I. PAYMENT FOR SERVICE AND FACILITIES (Continued)

DECLINED MONTHLY RECURRING CREDIT CARD PAYMENTS

- A) Credit cards that are denied in a monthly credit card pull will be assessed a processing fee.
- B) If a Customer's recurring payment is declined four (4) times total, the Company will no longer be able to offer the Customer this bill payment service.
- C) The Customer may use one (1) of the following forms of payment if their recurring payment has been declined four (4) times:
 - 1. Cash
 - 2. Cashier's Check
 - 3. Money Order
 - 4. One-time verified credit card payment

J. SPECIAL SERVICES AND FACILITIES

Special services and facilities not ordinarily used in furnishing of telephone service and not otherwise provided for by the Price List schedules of the Company may be furnished or leased pursuant to special contract for such special service or facility for such period as may be agreed upon, provided such special service or facility of the use made thereof is not unlawful and does not interfere with the telephone service furnished by the Company. Special services are provided for each individual application as a custom-engineered system to satisfy and provide for the needs of that Customer. Applicable charges will be determined by the Company for each individual system. In the event any such special service or facility or the use made thereof interferes with the furnishing of the telephone service by the Company, the Company may terminate such contract and cease to furnish such service or facility after thirty (30) days written notice to the Subscriber.

K. LIABILITY OF COMPANY

The included tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

L. CUSTOMER NOTICE

The Company will give at least ten (10) days notice to Customers and the Idaho Public Utilities Commission before increasing rates or other changes. The notice to Customers will be either individual notice or a public notice in the newspapers in Company's Idaho service areas.

GENERAL RULES AND REGULATIONS (Continued)

M. TAXES, CHARGES AND FEES

In addition to the rates and charges described in this Price List, the Customer may be responsible for the payment of taxes, charges or fees ordered by the Idaho Public Utilities Commission, the Idaho State Legislature or federal, state or local governments (such as federal taxes, county 9-1-1 fees, federal and state universal service fund charges and the Idaho Telephone Assistance Program). When the Company is authorized to collect such taxes, charges or fees from the Customer, those taxes, charges and fees will be itemized separately on the Customer's bill.

NETWORK ACCESS LINE SERVICE**RATES**

Access Lines	<u>Monthly Rate</u>	
	Residence (R-1)	Business (B-1)
Single Line Local Service		
PABX Trunks		

CONDITIONS

1. The above rates apply to the provision of network Access Lines which, when connected to a suitable telephone instrument, provide access to the telephone network.
2. Instruments must be provided by the Subscriber, subject to the conditions described in the Connection with Subscriber-Owner Equipment portion of this Price List.
3. Additional instruments may be attached to network Access Lines. The Company reserves the right to limit the number of instruments connected to an Access Line if they cause interference with the normal operation of the line.
4. Tone dial service is provided only where the facilities are available.
5. Business rates apply:
 - a. At any location where activities are of a business, trade or professional nature.
 - b. At any location where the listing of service at that location indicates a business, trade or profession.
 - c. Where only one (1) network Access Line is provided at a location, which is both a residence and a business.
 - d. At schools, hospitals, libraries, churches and other similar institutions.
6. Residence rates apply:
 - a. In private residences where business listings are not provided and telephone service is not used for the conduct of business.
 - b. In the place of residence of a clergyman, physician or other medical practitioner provided the Subscriber does not maintain an office in the residence.

NETWORK ACCESS LINE SERVICE (Continued)

CONDITIONS (Continued)

7. Extended Area Service:

Extended Area Service (EAS) will be provided between the exchanges listed below without additional charges:

Exchange Area

Salmon plus local call to
Leadore, Tendoy, Carmen, Northfork
and Gibbonsville

Exchange Areas Included in Extended
Local Calling Area

Challis, Clayton, May-Ellis and Elk Bend

Expanded EAS

Qwest-Eastern Idaho EAS area

SERVICE CONNECTION, MOVE AND CHANGE CHARGES

RATES

R1

B1

Single Line Local Service
PABX Trunk
Service Order
Line Connection

Premise Visits

First 30-minute increment or fraction thereof

All additional 15-minute increments or fractions thereof

CONDITIONS

1. These charges are intended to cover the expenses incurred by the Company in conjunction with the following:

Establishment of service;

Change in location of a service to other premises;

Transfer of service from one (1) Customer to another;

Change of telephone number at Customer's request;

Installation of auxiliary equipment;

Restoration of service discontinued for non-payment.

2. Charges shown in this schedule are based on work being performed during regularly scheduled working hours of the Company's employees. Work performed with overtime labor costs will be performed at direct cost to Customer.

3. No charges will apply under the following circumstances:

Service to which no monthly rates apply.

DEFINITIONS

1. Service Order

Applicable to work done in receiving, recording and processing information necessary to execute a Customer's request for the establishment of service. It is also applicable for Customer's request for additions, moves, reconnections or changes to existing service.

SERVICE CONNECTION, MOVE AND CHANGE CHARGES (Continued)

DEFINITIONS (Continued)

2. Premises Visit

Applicable if a Company employee must visit the Customer's premises to move or change a service drop or standard network interface at the Customer's request. Not applicable when a Company employee is on the Customer's premises for any other business purpose.

3. Line Connection

Applicable for work done in the Central Office or work involving Central Office equipment necessary to provide a network Access Line or make changes to an existing network Access Line.

If service requires work in more than one (1) Central Office area, this charge applies for each office.

DIRECTORY ASSISTANCE SERVICE

RATES

Per each directory assistance call in Local Service Area	\$ 0.60
Per each directory assistance call outside of Local Service Area	\$ 0.70

CONDITIONS

1. The above charges will apply to each call to a directory assistance operator requesting information within the Company's Local Service Area and calls outside of the Local Service Area. Expanded EAS is considered outside of the Local Service Area.
2. The charge will apply regardless of whether or not the operator is able to supply the requested information.
3. A maximum of two (2) requests for information will be allowed per directory assistance call.
4. The Company will not charge for directory assistance service from hospital telephones or from residential telephones where the end user has been affirmed, in writing, as unable to use the Company's provided directory because of visual or physical handicap.
5. In the event a Customer obtains directory assistance service through fraudulent means, in addition to any other action authorized by this Price List, the Company may assess appropriate directory assistance charges on the Customer's regular telephone account.

CUSTOM CALLING FEATURES (CCF)

RATES

	<u>Monthly Rate</u>		<u>Per Usage Rate</u>	
	Residence	Business	Residence	Business
Custom Calling Features (CCF)				
Account Code Forced				
Anonymous Call Rejection				
Automatic Callback				
Automatic Recall				
Call Forward Busy				
Call Forward No Answer				
Call Forward Unconditional				
Caller ID — Number				
Caller ID — Per Call Blocking				
Caller ID — Per Line Blocking				
Caller ID — Per Call Unblocking				
Caller ID				
Call Waiting with Caller ID				
Cancel Call Waiting (*70)				
Customer Originated Trace	NC	NC		
Priority Call — Distinctive Alert				
— Call Waiting Access				
Distinctive Ringing — Teen Service				
— 1st Number				
Distinctive Ringing — Teen Service				
— Additional Number				
Do Not Disturb				
Home Intercom				
Hot Line				
Message Waiting Indication				
Remote Call Forward				
Selective Call Acceptance				
Selective Call Forwarding				
Selective Call Rejection				
Speed Calling — 8 Numbers				
Speed Calling — 30 Numbers				
Three-Way Calling				
Toll Control with PIN				
Wake Up Service				
Warm Line				

CUSTOM CALLING FEATURES (CCF) (Continued)

CONDITIONS

1. Custom Calling Features are available only to those Subscribers who are served from a Central Office and lines equipped to provide such services.
2. Calling Number Delivery (Caller ID) requires an additional piece of Customer Provided Equipment (CPE) to fully activate features.
3. Interaction of Services: not all service(s) will work together and interact on a given line simultaneously or individually. To find out what service(s) can be combined on an individual line and will interact, please contact the Company.
4. From time to time, the Company may offer special promotions to its Customers. These offerings will generally consist of a reduced price, a waiver of installation charges or a free service with a purchase of another service. These offerings may be limited to certain dates and locations and will be for limited time periods. When such an offering is made, the Commission will be notified, and a copy of the offering will be provided to them.

OBLIGATION OF COMPANY

1. Limitation of Obligation with Respect to Privacy Concerns

The Company shall be held harmless by the Subscriber in cases where the Subscriber's telephone number is transmitted via the Caller ID CLASS feature to another Subscriber who subscribes to that service, and the Subscriber has not blocked the transmission of his/her telephone number.

2. Obligation of the Subscriber

Under no circumstances should any Subscriber to the Caller ID Custom Calling feature use telephone numbers delivered to him/her for purposes of marketing any service or for the sale of those numbers to any interested party. Permitted uses of the number information received through the Caller ID service include:

"billing and collection, routing, screening and completion of the originating Subscriber's call or transaction, or for services directly related to the originating Subscriber's call or transaction."

Caller ID information can be used only to market goods and services to existing Customers and only to market goods and services to existing Customers that are directly related to those the existing Customer already uses.

Notification of illegal procedures having been given herein, the Company shall be held harmless by all parties in cases where Subscribers of the Company use this information in an unauthorized manner, as described above.

