

IOI-T-08-01

Tariff Schedule of
General Regulations
Applying to the Intrastate Interexchange and Competitive Local Exchange
Telephone Services Provided
Within in the State of Idaho
by
ICS OF IDAHO, LLC

Issued:

Effective:

Issued By:

Keith Southard, President
9400 SW Beaverton-Hillsdale Highway
Suite 205
Beaverton, Oregon 97005

CHECK SHEET

Current pages in the price list are as follows:

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	31	Original
2	Original	32	Original
3	Original	33	Original
4	Original	34	Original
5	Original	35	Original
6	Original	36	Original
7	Original	37	Original
8	Original	38	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		
24	Original		
25	Original		
26	Original		

Issued:

Effective:

Issued By:

Keith Southard, President
9400 SW Beaverton-Hillsdale Highway
Suite 205
Beaverton, Oregon 97005

TABLE OF CONTENTS

<u>Subject Matter</u>	<u>Sheet Number</u>
Title Page	1
Check Sheet	2
Table of Contents	3
Application of Price list	6
Concurring Carriers	7
Connecting Carriers	7
Other Participating Carriers	7
Explanation of Symbols	7
Contact Information	8
SECTION 1.0 – DEFINITIONS	9
SECTION 2.0 - REGULATIONS	
2.1 Undertaking of the Company	11
2.2 Shortage of Equipment or Facilities	11
2.3 Selection of Transmission	12
2.4 Notification of Service-Affecting Activities	12
2.5 Provision of Equipment and Facilities	12
2.6 Terms and Conditions	12
2.7 Non-Routine Installation and Special Construction	13
2.8 Ownership of Facilities	14

Issued:

Effective:

Issued By:

Keith Southard, President
9400 SW Beaverton-Hillsdale Highway
Suite 205
Beaverton, Oregon 97005

2.9	Rights-of-Way	14
2.10	Liability	14
2.11	Indemnification	15
2.12	Conflicts Between Price List and Commission Rules	16
2.13	Allowances for Interruptions in Service	16
2.14	Obligations of the Customer	17
2.15	Prohibited Uses	18
2.16	Payments	19
2.17	Taxes, Charges and Fees	22
2.18	Deposits	22
2.19	Refusal or Termination of Services	22
2.20	Restoration of Service	26
2.21	Assignment	27
2.22	Promotions	27
2.23	E-911	27
2.24	Public Notice	27
SECTION 3.0 – LOCAL EXCHANGE SERVICES		
3.1	General	28
3.2	Service Descriptions	29
3.3	Rates and Charges	33
3.4	Idaho Telephone Service Assistance Program	34

Issued:

Effective:

Issued By:

Keith Southard, President
9400 SW Beaverton-Hillsdale Highway
Suite 205
Beaverton, Oregon 97005

3.5 Universal Service Fund 37

SECTION 4.0 – LONG DISTANCE INTEREXCHANGE SERVICE

4.1 General 38

4.2 Service Descriptions 38

4.3 Rates and Charges 38

Issued:

Effective:

Issued By:

Keith Southard, President
9400 SW Beaverton-Hillsdale Highway
Suite 205
Beaverton, Oregon 97005

APPLICATION OF PRICE LIST

This Price List applies to the intrastate interexchange and competitive local exchange telecommunications services and facilities offered within the State of Idaho by **ICS of Idaho, LLC** (hereinafter "The Company"). The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Idaho PUC.

The Company's Interexchange Services are interstate offerings with customers having the option of using the services for intrastate calls. Intrastate interexchange telecommunications services are offered in conjunction with, and as an adjunct to, the Company's interstate interexchange service offerings and may not be obtained without subscribing to the Company's interstate interexchange service.

Issued:**Effective:****Issued By:**

Keith Southard, President
9400 SW Beaverton-Hillsdale Highway
Suite 205
Beaverton, Oregon 97005

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF 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 increased rate
- (M) To signify a move in the location of text
- (N) Indicates new material including listing, rate, rule or condition
- (R) Indicates a reduced rate
- (T) Indicates a change in wording of text, but not a change in rate, rule or condition.

Issued:

Effective:

Issued By:

Keith Southard, President
9400 SW Beaverton-Hillsdale Highway
Suite 205
Beaverton, Oregon 97005

CONTACT INFORMATION

ICS of Idaho, LLC
9400 SW Beaverton-Hillsdale Highway
Suite 205
Beaverton, Oregon 97005
www.intelligentcommunityservices.com
Phone: 866-935-7800
Fax: 503-972-7850
Email: marketing@ICSemail.net

Customer Contact -

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

Customer Service: 866-935-7800

Maintenance: 866-935-7800

Commission Contact -

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

Matters concerning customer service:

Keith Southard, President
9400 SW Beaverton-Hillsdale Hwy, Suite 205
Beaverton, Oregon 97005
Phone: 866-935-7800
Fax: 503-972-7850
Email: Keith.Southard@ICSemail.net

Matters concerning tariffs and regulatory affairs:

Keith Southard, President
9400 SW Beaverton-Hillsdale Hwy, Suite 205
Beaverton, Oregon 97005
Phone: 866-935-7800
Fax: 503-972-7850
Email: Keith.Southard@ICSemail.net

Issued:

Effective:

Issued By:

Keith Southard, President
9400 SW Beaverton-Hillsdale Highway
Suite 205
Beaverton, Oregon 97005

1.0 DEFINITIONS

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

ACCESS LINES: Telephone facilities which permit access to and from the Customer's premises and the telephone exchange or serving central office.

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

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

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

APPLICATION: A request made in writing for telephone service.

AUTHORIZED USER: A person, firm or corporation that is authorized by the Company to be connected to the service of the Customer or joint user.

COMPANY: ICS of Idaho, LLC

CUSTOMER or SUBSCRIBER: 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.

DEMARCATIION POINT: The point of common termination of Company-provided and Customer-provided facilities.

NONLISTED SERVICE: A directory listing service wherein a Customer is not listed in the published directory, but is listed in the directory assistance database.

NONPUBLISHED SERVICE: A directory listing service wherein a Customer is not listed in the published directory or in the directory assistance database.

Issued:

Effective:

Issued By:

Keith Southard, President
9400 SW Beaverton-Hillsdale Highway
Suite 205
Beaverton, Oregon 97005

1.0 DEFINITIONS (Cont'd)

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

RESIDENTIAL SERVICE: Telephone Service provided to customers when the actual or obvious use is for domestic purposes.

SERVICE COMMENCEMENT DATE: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless the Customer refuses to accept service because it does not conform to the standards set forth in the Service Order or in this price list, in which case the Service Commencement Date is the date on which the Customer accepts service. The Company and the Customer may agree on a substitute Service Commencement Date.

SERVICE ORDER: The written or verbal order for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the obligations of the respective parties as set forth therein and pursuant to this price list; except that the duration of the service is calculated from the Service Commencement Date.

Issued:**Effective:****Issued By:**

Keith Southard, President
9400 SW Beaverton-Hillsdale Highway
Suite 205
Beaverton, Oregon 97005

2.0 REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company undertakes to furnish local exchange communications service pursuant to the terms of this price list.
- 2.1.2 The services offered herein may be used for any lawful purpose. There are no restrictions on sharing or resale of the Company's services. However, the Customer remains liable for all obligations under this price list even if such sharing or resale arrangements exist regardless of the Company's knowledge of these arrangements. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations.
- 2.1.3 The services the Company offers shall not be used for any unlawful purposes or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.1.4 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 of such other communications carriers.
- 2.1.5 The services of the Company are furnished for the transmission of voice communications but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the technologies or combination of technologies available. Service is available twenty-four hours a day, seven days a week.

2.2 Shortage of Equipment or Facilities

The furnishing of service under this price list is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services will be provided using a combination of Company-owned and leased facilities.

Issued:

Effective:

Issued By:

Keith Southard, President
9400 SW Beaverton-Hillsdale Highway
Suite 205
Beaverton, Oregon 97005

2.0 REGULATIONS (Cont'd)**2.3 Selection of Transmission**

The Company selects and/or arranges for the channels and/or service components and underlying network facilities used to provide service. The Company may modify or change the channels, service components and underlying Company facilities or the underlying carrier at any time subject to Part 68 of the FCC's Rules and Regulations and this price list.

2.4 Notification of Service-Affecting Activities

The Company will provide the Customer with reasonable notification of service-affecting activities that may occur during the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service-affecting activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. Notification to the Customer may not be possible with some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage.

2.5 Provision of Equipment and Facilities

2.5.1 The Company shall make a reasonable effort to provide service to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this price list.

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

Issued:**Effective:****Issued By:**

Keith Southard, President
9400 SW Beaverton-Hillsdale Highway
Suite 205
Beaverton, Oregon 97005

2.0 REGULATIONS (Cont'd)**2.6 Terms and Conditions (Cont'd)**

2.6.2 This price list shall be interpreted and governed by the laws of the State of Idaho and the Rules issued by the Idaho Public Utilities Commission.

2.7 Non-routine Installation and Special Construction

2.7.1 Non-Routine Installation. At the Customer's request, installation and/or maintenance may be performed outside the 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 the Company will apply.

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

- (a) where facilities are not presently available;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its service;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quantity greater than that which the Company would normally utilize in the furnishing of its services;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of normal construction.

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

Issued:**Effective:****Issued By:**

Keith Southard, President
9400 SW Beaverton-Hillsdale Highway
Suite 205
Beaverton, Oregon 97005

2.0 REGULATIONS (Cont'd)**2.7 Non-Routine Installation and Special Construction (Cont'd)**

2.7.3 If required by the Company, the Customer shall make an advance payment before services are furnished and such advance payment will be credited to the Customer's initial bill. The Company may require such an advance payment, in addition to a deposit, when additional costs are incurred to perform special or extraordinary construction to provide services required by the customer.

2.8 Ownership of Facilities

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

2.9 Rights-of-Way

Provisioning of the Company's services is subject to and contingent upon the Company's ability to obtain and maintain rights-of-way and access to public and private property necessary for installation of the facilities used to provide the Company's services to the Customer's service point as agreed to by the Company.

2.10 Liability**2.10.1 Exculpatory Clause**

THE INCLUDED EXCULPATORY LANGUAGE DOES NOT CONSTITUTE A DETERMINATION BY THE COMMISSION THAT A LIMITATION OF LIABILITY IMPOSED BY THE COMPANY SHOULD BE UPHOLD 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.

Issued:**Effective:****Issued By:**

Keith Southard, President
9400 SW Beaverton-Hillsdale Highway
Suite 205
Beaverton, Oregon 97005

2.0 REGULATIONS (Cont'd)

2.10 Liability (Cont'd)

2.10.2 Liability of the Company

The liability of the Company for any 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.

When the facilities of other companies are used in establishing connections not reached by the Company's facilities, the Company is not liable for any act or omission of the other company or companies.

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.

The Company will make no refund of overpayments by a customer unless the claim for such overpayment together with proper evidence is submitted within three years from the date of the alleged overpayment.

2.11 Indemnification

With respect to any service or facility provided by the Company, the Customer shall indemnify, defend, and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

Any loss, destruction, damage to property of the Company or any third party, or the death or injury to persons, including but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

Issued:

Effective:

Issued By:

Keith Southard, President
9400 SW Beaverton-Hillsdale Highway
Suite 205
Beaverton, Oregon 97005

2.0 REGULATIONS (Cont'd)

2.12 Conflicts Between Price List and Commission Rules

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

2.13 Allowances for Interruptions in Service

A credit allowance will be given for interruptions of service, subject to the provisions of this section.

2.13.1 Credit for Service Interruptions

A credit allowance will be made when an interruption in service occurs. An interruption in service is considered to exist when the local service quality deteriorates to such an extent that the customer cannot make local calls or cannot receive local calls or cannot use the service for voice grade communications because of cross talk, static or other transmission problem.

An interruption period begins when the Customer reports a circuit, service or facility to be interrupted and releases it for testing.

- A. The Company must restore service: within sixteen (16) hours after the report of the outage if the customer notifies the telephone company that the service outage creates an emergency; or within 24 hours after the report of the outage if no emergency exists.
- B. Outages reported between noon on Saturday and 6:00 p.m. on the following Sunday must be restored within forty-eight (48) hours or by 6:00 p.m. on the following Monday, whichever is sooner.
- C. Except as may be otherwise specified in this price list or required by Commission rules, interruptions of twenty-four hours or more are credited to the Customer at the proportionate monthly charge (1/30 of the service monthly recurring charge) involved for each twenty-four hours or additional fraction thereof of interruption. Credit is not allowed for interruptions to service of less than twenty-four hours.

Issued:

Effective:

Issued By:

Keith Southard, President
9400 SW Beaverton-Hillsdale Highway
Suite 205
Beaverton, Oregon 97005

2.0 REGULATIONS (Cont'd)**2.13 Allowances for Interruptions in Service (Cont'd)****2.13.2 Limitations on Allowances**

No credit allowance will be made for:

- A. interruptions due to the negligence of the Customer, or noncompliance with, or acts of omission regarding the provisions of this price list by the Customer, authorized user or joint user;
- B. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- C. interruptions of service during a period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; or
- D. interruption of service due to circumstances or causes beyond the control of the Company and affecting large groups of customers.

2.14 Obligations of the Customer

- 2.14.1 The Customer shall provide at no charge, as specified by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for the Company's facilities and equipment installed on the Customer's premises
- 2.14.2 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the 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.

Issued:

Effective:

Issued By:

Keith Southard, President
9400 SW Beaverton-Hillsdale Highway
Suite 205
Beaverton, Oregon 97005

2.0 REGULATIONS (Cont'd)

2.14 Obligations of the Customer (Cont'd)

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

The Customer shall not use or allow the use of the Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

2.15.1 Abuse

The abuse of Company Services is prohibited. Abuse includes, but is not limited to, the following activities:

- (a) Using service to make calls that might reasonably be expected to frighten, torment, or harass another.
- (b) Using service in such a way that it interferes unreasonably with the use of Company services by others.

Issued:

Effective:

Issued By:

Keith Southard, President
9400 SW Beaverton-Hillsdale Highway
Suite 205
Beaverton, Oregon 97005

2.0 REGULATIONS (Cont'd)**2.15 Prohibited Uses (Cont'd)****2.15.2 Fraudulent Use**

The fraudulent use or the intended or attempted fraudulent use of service is prohibited and can result in the discontinuance of services as set out by this price list. Fraudulent use consists of using or attempting to use service with the intent to avoid the payment, either in whole or in part, of the price listed charges for the service including but not limited to:

(a) rearranging, tampering with, or making connections not authorized by this price list to any network components used to furnish service; or

(b) using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices.

2.16 Payments and Charges**2.16.1 Customer Obligations**

- A. The Customer shall pay outstanding charges in full within twenty (20) days of the invoice date. Monthly recurring charges normally will be invoiced in advance and usage charges, if any, invoiced in arrears, with monthly recurring charges invoiced on or about the first of the month for which the charges apply. Amounts not paid within twenty (20) days after the date of the invoice are considered delinquent.
- B. The Customer shall pay all charges for use of the service by any persons whether or not authorized by the Customer, except in those instances where it has been determined that the Customer's present and former employees, agents and authorized users were not responsible for calls billed to the Customer via third party billing and the Company did not verify that the charges for the call would be accepted. The Customer is not responsible for unauthorized use of service to the extent such use is proximately caused by the Company's willful or negligent act.

Issued:**Effective:****Issued By:**

Keith Southard, President
9400 SW Beaverton-Hillsdale Highway
Suite 205
Beaverton, Oregon 97005

2.0 REGULATIONS (Cont'd)**2.16 Payments and Charges (Cont'd)****2.16.2 Disputed Bills**

- A. Any Customer who disputes a portion of a bill rendered for Company services shall pay the undisputed portion of the bill and notify the Company that such unpaid amount is in dispute within thirty (30) days of receipt of the bill. If such notice is not received by the Company within thirty (30) days as indicated above, the Company shall consider the bill statement to be due and payable in full by the Customer. Payment of the amount due by the Customer does not constitute a waiver of the Customer's rights under the provisions of IDAPA 31.41.01.204 to challenge any billing amount due or paid to the Company.
- B. In the event a Customer and the Company cannot resolve a billing dispute to their mutual satisfaction, the Customer may contact the Idaho PUC and proceed in accordance with the Idaho PUC's Rules. The address and telephone numbers for the 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)

2.16.3 Payment Arrangements

- A. When a Customer cannot pay a bill in full, the Company may continue to serve the Customer if the Customer and the Company agree on a reasonable portion of the outstanding bill to be paid immediately, and the manner in which the balance of the outstanding bill will be paid.
- B. In deciding on the reasonableness of a particular agreement, the Company will take into account the Customer's ability to pay, the size of the unpaid balance, the Customer's payment history and length of service, and the amount of time and reasons why the debt is outstanding.

Issued:**Effective:****Issued By:**

Keith Southard, President
9400 SW Beaverton-Hillsdale Highway
Suite 205
Beaverton, Oregon 97005

2.0 REGULATIONS (Cont'd)**2.16 Payments and Charges (Cont'd)****2.16.3 Payment Arrangements (Cont'd)**

- C. Payments are to be applied to the undisputed balance owed by the Customer. A Customer may designate how a payment insufficient to pay the total balance due shall be applied. If applicable, and in the absence of instructions from the Customer, a partial payment shall be allocated first to local exchange services. Such payments shall be applied first to the oldest undisputed balances.
- D. If a Customer fails to make the payment agreed upon by the date that it is due, the Company may, but is not obligated to, enter into a second payment arrangement.
- E. A Customer's failure to pay for undisputed long distance charges billed by the Company may result in loss of 0+, 0- and 1+ dialing access to long distance services until such time as the customer pays the undisputed charges and applicable reconnection charges, if any.
- F. Customer failure to pay undisputed charges for other services may result in discontinuance of those services.

2.16.4 Minimum Period Charge

The minimum period for service is one month. When a service is discontinued prior to the expiration of the minimum period, the minimum period charge will apply. In addition, all nonrecurring charges associated with the provision of the service will be billed.

2.16.5 Late Payment Charge

The Customer may be assessed a Late Payment Charge on any delinquent account balance. The period subject to the Late Payment Charge shall commence on the 31st calendar day after the invoice date, and continue from month to month until the delinquent balance is resolved. The Late Payment Charge shall be assessed monthly, based on the delinquent balance maintained on the account at that time. The Late Payment Charge shall be an amount equal to the outstanding delinquent balance multiplied by the applicable interest rate. The interest rate shall be 18% annually, simple interest (1.5% per month, simple interest).

Issued:**Effective:****Issued By:**

Keith Southard, President
9400 SW Beaverton-Hillsdale Highway
Suite 205
Beaverton, Oregon 97005

