



RECEIVED

2003 JUN 26 A 10:44

AZ CORP COMMISSION
DOCUMENT CONTROL

210 N. Park Ave.
Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

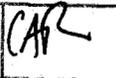
June 25, 2003
Via Overnight Delivery

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

Arizona Corporation Commission
DOCKETED

JUN 26 2003

Re: Initial Tariff Compliance Filing for Eight 9 Line, LLC
Docket No.: T-04056A-01-0819 /Decision No.: 65103

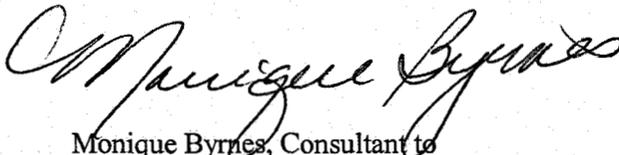
DOCKETED BY 

Dear Sir or Madame:

Enclosed for filing is an original and ten (10) copies of the initial tariff compliance filing filed on behalf of Eight 9 Line, LLC. This filing is made pursuant to Docket No, T-04056A-01-0819 in Decision No.: 65103 on August 22, 2003.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided. Any questions you may have pertaining to this filing may be directed to me at (407) 740-8575 or via email at mbyrnes@tminc.com. Thank you for your assistance.

Sincerely,



Monique Byrnes, Consultant to
Eight 9 Line, LLC

Enclosures

MB/mg

cc: J.Smith - Eight 9Line
file: Eight 9 Line - AZ
tms: 6938AZi0301

Cover Sheet
Arizona Corporation Commission
Docket Control Center

Company/Case Name Eight 9 Line, LLC

Doing Business As (d/b/a) _____

Docket Number (s) T-04056A-01-0813 / Decision No.: 65103

Description of Document or Nature of Action
Please choose the item that best describes the nature of the case/filing.

UTILITIES - NEW APPLICATION

- | | |
|--|---|
| <input type="checkbox"/> New CC&N | <input type="checkbox"/> Main Extension |
| <input type="checkbox"/> Rates | <input type="checkbox"/> Contract/Agreements |
| <input type="checkbox"/> Interim Rates | <input type="checkbox"/> Formal Complaint |
| <input type="checkbox"/> Cancellation of CC&N | <input type="checkbox"/> Waiver/Rule Variance |
| <input type="checkbox"/> Deletion of CC&N | <input type="checkbox"/> Line Siting Committee Case |
| <input type="checkbox"/> Extension of CC&N | <input type="checkbox"/> Small Water Company - Surcharge |
| <input type="checkbox"/> Tariff (NEW) | <input type="checkbox"/> Sale of Assets & Transfer of Ownership |
| <input type="checkbox"/> Request for Arbitration | <input type="checkbox"/> Sale of Assets & Cancellation of CC&N |
| <input type="checkbox"/> Full or Partially Arbitrated | <input type="checkbox"/> Fuel Adjuster/PGA |
| <input type="checkbox"/> Interconnection Agreement | <input type="checkbox"/> Merger |
| <input type="checkbox"/> Voluntary Interconnection Agreement | <input type="checkbox"/> Financing |
| <input checked="" type="checkbox"/> Miscellaneous - Specify: <u>Initial Tariff Compliance Filing</u> | |

UTILITIES - REVISIONS/AMENDMENTS TO PENDING OR APPROVED MATTERS

- Application: _____ Tariff: (Promotional or Compliance)
(Check One)
- Company Eight 9 Line, LLC Decision No. 65103
Docket Number T-04056A-01-0813 Docket No: T-04056A-01-0813

SECURITIES or MISCELLANEOUS FILINGS

- | | |
|---|---|
| <input type="checkbox"/> Affidavit (Publication, Public Notice) | <input type="checkbox"/> Request/Motion for Extension of Time |
| <input type="checkbox"/> Comments | <input type="checkbox"/> Request/Motion for a Hearing |
| <input type="checkbox"/> Exception | <input type="checkbox"/> Request/Motion for an Intervention |
| <input type="checkbox"/> Exhibit(s) | <input type="checkbox"/> Miscellaneous Request/Motion |
| <input type="checkbox"/> Notice of Appearance/Intent | <input type="checkbox"/> Request/Motion for a Re-hearing |
| <input type="checkbox"/> Notice of Errata | <input type="checkbox"/> Request/Motion to Continue Hearing |
| <input type="checkbox"/> Opposition | <input type="checkbox"/> Request/Motion to Strike |
| <input type="checkbox"/> Petition | <input type="checkbox"/> Response |
| | <input type="checkbox"/> Testimony |
| | <input type="checkbox"/> Waiver |
| | <input type="checkbox"/> Witness List |
| | <input type="checkbox"/> Intervention |
- OTHER: _____

06/25/03
Date

Monique Byrnes, Consultant to Eight 9 Line, LLC
Print the name of the person whose signature appears on the filing
(i.e. Contact Person, Respondent, Attorney, Applicant, etc.)

NOTICE

As of February 2, 1998, the Arizona Corporation Commission required that this Cover Sheet accompany all documents filed with the Docket Control Center.

A correct and complete Cover Sheet ensures the accuracy of the Corporation Commission's records and statistics and reduces processing time.

► **For each document filed, you must have:**

- a. A completed Cover Sheet:
 - 1 for each filing, accompanying the cover letter or 1st page of the original document
 - b. The original plus **13** additional copies:
 - 2 additional copies for each additional Docket number on your filing.
 - For all filings except line sitings.
 - Line sitings require the original plus **25** copies.
 - c. The docket number (when available) listed on the Cover Sheet **and** on the first page of the document and/or the cover letter.
- ★ Failure to provide the information listed above may result in your documents being returned to you. Thus, delaying your filing.

For your convenience, additional Cover Sheets with instructions are available at the filing window of Docket Control.

Please see the Commission web site [www.cc.state.az.us] to download this document and others.

Thank you for your cooperation.

Docket Control Center
Arizona Corporation Commission
1200 W. Washington
Phoenix, AZ 85007-2996

[602] 542-3477

TITLE SHEET

ARIZONA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the resale of telecommunications services provided by Eight 9 Line, L.L.C. ("Eight 9 Line"), with principal offices at 159 S. Lincoln, Suite 221, Spokane, WA 99201, toll-free telephone number (888) 478-5477. This tariff applies for services furnished within the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: 06/26/03

Effective: 08/22/02

By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

AZi0301

TABLE OF CONTENTS

Title Page1
Table of Contents2
Check Sheet3
Symbols4
Tariff Format5
Section 1 - Technical Terms and Abbreviations6
Section 2 - Rules and Regulations8
Section 3 - Description of Service & Rates22
Section 4 - Contracts and Promotions31
Section 5 - Current Price List32

Issued: 06/26/03
By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

Effective: 08/22/02

AZi0301

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
Title	Original	*	21	Original	*
1	Original	*	22	Original	*
2	Original	*	23	Original	*
3	Original	*	24	Original	*
4	Original	*	25	Original	*
5	Original	*	26	Original	*
6	Original	*	27	Original	*
7	Original	*	28	Original	*
8	Original	*	29	Original	*
9	Original	*	30	Original	*
10	Original	*	31	Original	*
11	Original	*	32	Original	*
12	Original	*	33	Original	*
13	Original	*			
14	Original	*			
15	Original	*			
16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			

* - indicates those pages included with this filing

Issued: 06/26/03

Effective: 08/22/02

By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

AZi0301

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) - To Signify Changed Regulation
- (D) - Delete or Discontinue
- (I) - Change Resulting in an Increase to a Customer's Bill
- (M) - Moved From Another Tariff Location
- (N) - New
- (R) - Change Resulting in a Reduction to a Customer's Bill
- (T) - Change in Text or Regulation But No Change in Rate or Charge
- (X) - To signify a correction or reissued matter

Issued: 06/26/03

By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

Effective: 08/22/02

AZi0301

TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the AZ C.C. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the AZ C.C., an updated check sheet accompanies the tariff filing. The check sheet lists the sheet contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages).

Issued: 06/26/03

Effective: 08/22/02

By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

AZi0301

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Aggregator - A person, firm, corporation, or other legal entity which contracts with the Company for installation of the Company's services. Aggregators make available the Company's services for use by guests, patrons, visitors or other transient third parties at the Aggregator's location. The Aggregator is also responsible for compliance with the terms and conditions of this tariff.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Card Service network to identify the caller and validate the caller's authorization to use the services provided.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service.

Available Usage Balance - The amount of usage remaining on a Prepaid Account at any particular point in time. Each Prepaid Account has an Initial Account Balance which is stated either in U.S. dollars or Call Units, depending upon the type of service. The Available Balance is depleted as services provided by the Company are utilized by the Customer.

AZ C.C. - Arizona Corporation Commission.

Commission - Arizona Corporation Commission

Company or Carrier - Eight 9 Line, L.L.C. unless otherwise clearly indicated by the context.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Depletion - Real time reductions in the Available Usage Balance, based on usage of the customer Prepaid Account.

Eight 9 Line - Used throughout this tariff to refer to Eight 9 Line, L.L.C., issuer of this tariff.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Issued: 06/26/03
By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

Effective: 08/22/02

AZi0301

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Initial Usage Balance - The amount of usage on a Prepaid Account upon issuance and before any depleting call activity.

LATA - Local Area of Transport and Access.

LEC - Local Exchange Company.

Marks - A collective term to mean such items as trademarks, service marks, trade names and logos; copyrighted words, artwork, designs, pictures or images; or any other device or merchandise to which legal rights or ownership are held or reserved by an entity.

Personal Identification Number (PIN) - See Authorization Code.

Prepaid Account - An account which consists of a pre-paid usage balance depleted on a real-time basis during each Prepaid Service call.

Prepaid Card - A card issued by the Company which provides the Customer with a Personal Account Code and instructions for accessing the Carrier's network.

Prepaid Service Call - A service accessed via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company issued Prepaid Account.

Renewal - A method of replenishing a Prepaid Account's Available Usage Balance with additional minutes of usage as authorized and paid for by the Customer.

Sponsor - A corporation or other legal entity that exclusively permits the use of its Marks to the company for use with telephone cards or other merchandise, and contracts with the company for the marketing of the services described herein.

Subscriber - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of transient third party Customers or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber is also a Customer under the terms of the tariff.

Switched Access - Where access between the Customer and the Carrier is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group access is billed to the Carrier.

Issued: 06/26/03
By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

Effective: 08/22/02

AZi0301

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of Eight 9 Line, L.L.C.**

Eight 9 Line's services and facilities are furnished for communications originating at specified points within the State of Arizona under terms of this Tariff.

Eight 9 Line provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. Eight 9 Line may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Eight 9 Line services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Use

2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

2.2.2 The services the company offers shall not be used for any unlawful purpose for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

2.2.3 The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

2.2.4 A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

Issued: 06/26/03

Effective: 08/22/02

By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

AZi0301

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Limitations of Service

- 2.3.1 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.3.2 The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of law.
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.4 Service may be limited or discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges when the Company deems it necessary to take such action to prevent unlawful use of its service. Service will be restored as soon as it can be provided without undue risk.
- 2.3.5 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

2.4 Assignment and Transfer

All facilities provided under this tariff are directly or indirectly controlled by Eight 9 Line and neither the Customer nor Subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.

Issued: 06/26/03

Effective: 08/22/02

By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

AZ:0301

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Liability of the Company**

- 2.5.1** The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- 2.5.2** The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this Tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- 2.5.4** The Company shall not be liable for any claim, loss, or refund as a result of theft or unauthorized use of Authorization Codes issued for the use of the Company's services.
- 2.5.5** The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Prepaid Cards or Personal Identification Numbers issued for use with the Company's services. Nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Prepaid Card provided to a Customer.
- 2.5.6** The Company shall not be liable for any claim, loss or refund on any unused portion of the usage balance remaining in a Prepaid Account provided to a Customer before or after the expiration date assigned to each Prepaid Account.

Issued: 06/26/03

Effective: 08/22/02

By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

AZi0301

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Billing and Payment for Service****2.6.1 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. This includes payment for calls or services originated at the Customer's number (s); placed using a Prepaid Card as a form of payment regardless of the purchaser of the card or the originating location of the call; incurred at the specific request of the Customer. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Payments for service provided in association with Company-issued Prepaid Accounts must be received by the Company or its authorized agent prior to the activation of the Customer's Prepaid Account. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Commission. Any objections to billed charges or Prepaid Account depletions must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills or Prepaid Account Available Usage balance shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this Tariff.

Renewal of Customer Account Balances made by charges to commercial credit cards are subject to the terms and conditions of the issuing commercial credit card company and those of Eight 9 Line's credit card processing agent. Renewals of Customer Account Balances made by cashier's checks are subject to the terms and conditions of the issuing financial institution.

Issued: 06/26/03

Effective: 08/22/02

By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

AZi0301

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Billing and Payment for Service, (Cont'd.)

2.6.2 Deposits

The Company does not require Customer deposits. The prepayment of services which are immediately available to the Customer does not constitute a deposit.

2.6.3 Advance Payments

The Company does not require Advance Payments. The prepayment of services which are immediately available to the Customer does not constitute an advance payment.

2.6.4 Late Payment Fees

A late payment fee of 1.5% maximum per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Arizona state law.

2.6.5 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity and pursuant to Arizona law and Arizona Corporation Commission regulations. In addition, the Company reserves the right to place the Available Usage Balance for the Customer's Prepaid Account on hold until the check or draft clears or is paid.

Issued: 06/26/03

Effective: 08/22/02

By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

AZi0301

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Billing and Payment for Service, (Cont'd.)

2.6.6 Billing Dispute

- .1 Any objections to billed charges must be reported to the Company or its billing agent in writing within twenty (20) days of the closing date printed on the invoice or statement issued to the Customer. Disputes may be submitted orally or in writing. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- .2 Late payment fees will not be applied during the period when a bill is disputed regardless of the outcome of the dispute.
- .3 Customers may contact the Company's business office at the following toll-free number: 1-888-478-5477.
- .4 If the Customer is not satisfied with the outcome of the billing dispute, the Customer may contact the Commission at the following address:

Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

Issued: 06/26/03

Effective: 08/22/02

By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

AZi0301

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Taxes and Fees

- 2.7.1** All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the Customer's bill for services paid for in arrears. For pre-paid services, taxes and fees shall be included in the rates and charges stated in the Company's rate schedule for this service.
- 2.7.2** To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.7.3** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Such adjustments shall be listed in this tariff.

Issued: 06/26/03

Effective: 08/22/02

By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

AZi0301

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Refunds or Credits for Service Outages or Deficiencies****2.8.1 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.5 herein. No credit is issued for outages less than ½ hour in duration. Credit for outages greater than ½ hour in duration is issued for fixed recurring monthly charges only. Outage credits are calculated in thirty minute intervals. The amount of the credit is determined by pro-rating the monthly recurring charge for the time of the outage (in thirty-minute intervals). It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

Credit allowances for interruptions of service billed on a usage basis shall be limited to the rate applicable to the initial period of the call to compensate for re-establishment of the connection.

Issued: 06/26/03

Effective: 08/22/02

By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

AZi0301

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Refunds or Credits for Service Outages or Deficiencies, (Cont'd.)****2.8.1 Interruption of Service, (Cont'd.)**

For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than four (4) hours. The Customer shall be credited for an interruption of four (4) or more hours at the rate of 1/720th of the monthly charge for the services affected for each hour that the interruption continues. The formula used for computation of credits is as follows:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 4 or more)

B = total monthly recurring charge for affected service.

For usage sensitive long distance services, credits will be limited to, a maximum, the price of the Initial Period of the individual call that was interrupted plus any per call charges or surcharges required to reconnect the caller.

2.8.2 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

Issued: 06/26/03

By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

Effective: 08/22/02

AZi0301

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Cancellation or Termination of Service by Customer**

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms. For prepaid services, the Customer may cancel service by fully depleting the available balance of the Customer account and/or by not renewing a renewable account.

2.10 Refusal or Discontinuance by Company

2.10.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. Eight 9 Line will restore services as soon as it can be provided without undue risk, and will, upon request by the Customer, assign new authorization codes to replace ones that have been deactivated.

Issued: 06/26/03

Effective: 08/22/02

By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

AZi0301

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Refusal or Discontinuance by Company

2.10.2 The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency:

- A.** For nonpayment of undisputed charges, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
- B.** For non-compliance with or violation of any State, Municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- C.** For use of telephone service for any purpose other than that described in the application.
- D.** For neglect or refusal to provide reasonable access to Eight 9 Line or its agents for the purpose of inspection and maintenance of equipment owned by Eight 9 Line or its agents.
- E.** For noncompliance with or violation of Commission regulation or Eight 9 Line's rules and regulations on file with the Commission.
- F.** Without notice in the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect Eight 9 Line's equipment or service to others.

Issued: 06/26/03
By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

Effective: 08/22/02

AZi0301

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Refusal or Discontinuance by Company, (Cont'd.)

2.10.2 (Cont'd.)

- G.** Without notice in the event of tampering with the equipment or services owned by Eight 9 Line or its agents.
- H.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Eight 9 Line may, before restoring service, require the Customer or Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.
- J.** When the Available Account Balance of a non-renewable account is depleted to a level insufficient to place a one-minute call to the location of least cost.
- K.** When the established expiration date of the Prepaid Account is reached.

Issued: 06/26/03
By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

Effective: 08/22/02

AZi0301

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.11 Cost of Collection and Repair**

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.12 Interconnection

Service furnished by Eight 9 Line may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with Eight 9 Line's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.13 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Eight 9 Line's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

Issued: 06/26/03

Effective: 08/22/02

By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

AZi0301

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.14 Toll Free Services

- 2.14.1 The Company will make every effort to reserve toll free (i.e., "800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.14.2 The Company will participate in porting toll free numbers only when all charges incurred as a result of the toll free number have been paid.
- 2.14.3 Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.
- 2.14.4 If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for us by another Customer.

Issued: 06/26/03

Effective: 08/22/02

By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

AZi0301

SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 General

Eight 9 Line provides prepaid residential and travel card service, prepaid toll-free service and automated collect service for communications originating and terminating within the State of Arizona. The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of Eight 9 Line's services and network.

Issued: 06/26/03

Effective: 08/22/02

By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

AZi0301

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.2 Timing of Calls

Billing for calls placed over the Eight 9 Line network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1 Timing of each call begins when the called station is answered (i.e. when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3 The initial and additional billing increments are stated in the description of each service.
- 3.2.4 The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

3.3 Rate Periods

The Company does not rate calls by time of day.

3.4 Mileage Calculation

The Company does not rate calls by distance.

Issued: 06/26/03

Effective: 08/22/02

By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

AZi0301

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.5 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rates

Maximum Rate per Call: \$0.65

Issued: 06/26/03

Effective: 08/22/02

By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

AZi0301

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.6 Eight 9 Collect Service

Customers may dial into the company's toll free platform and place a call requiring collect calling operator assistance. Calls are billed in one (1) minute increments with an initial period for billing purposes of one (1) minute. A per call service charge applies in addition to the per minute rate. Customers who make a ten (10) minute call will receive the next twenty (20) minutes at no additional charge.

Rates

Maximum Per Minute Rate:	\$1.00
Maximum Per Call Charge:	\$8.90

Issued: 06/26/03

Effective: 08/22/02

By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

AZi0301

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.7 Call Home Toll Free Service

Call Home Toll Free service is available to business and residential subscribers for incoming calls. Calls originate from any interstate location over a Toll Free number and PIN and terminate to a specific Customer-designated telephone number. All service is prepaid. Calls are billed in one (1) minute increments with a minimum billing period of one (1) minute.

Rates

	<u>Maximum Rate Per Minute</u>
\$10	\$0.12
\$20	\$0.10
\$30	\$0.09

3.8 Follow Me Toll Free Service

Follow Me Toll Free service is available to business and residential subscribers for incoming calls. Calls originate from any domestic location over a Toll Free number and terminate to a series of up to four (4) Customer-designated and Customer-programmable telephone numbers. If there is no answer at the first designated telephone number, the call is automatically forwarded to the next in the series of customer-designated telephone numbers. All service is prepaid. Calls are billed in one (1) minute increments with a minimum billing period of one (1) minute.

Rates

	<u>Maximum Rate Per Minute</u>
\$10	\$0.12
\$20	\$0.10
\$30	\$0.09

Issued: 06/26/03

Effective: 08/22/02

By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

AZi0301

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.9 Prepaid Residential Service**

Prepaid Residential Service allows Customers to place calls from their business or residence. Customers must register the telephone number from which calls will originate with the Company. Customers dial an access code and identification code in addition to the called number. Customers may choose from a variety of prepaid denominations. Service is paid for in advance of actual usage. Charges for the service are deducted from the Available Usage Balance on the Prepaid Account.

- A. All calls must be charged against a Prepaid Account that has sufficient Available Usage Balance. A Customer's call will be interrupted with an announcement one minute before the balance is about to be depleted. Calls in progress will be terminated by the Company if the balance on the Prepaid is insufficient to continue the call.
- B. Calls to 500, 700, 800/888, 900 and 976 and other information service numbers and calls requiring operator assistance and the quotation of time and charges cannot be completed using the Prepaid Service. Air to ground and high seas service may not be completed. Calls may not be completed using rotary telephone service.
- C. The Company does not refund any unused balances in a Prepaid Account.

Discontinuance of Service

Prepaid Service may be discontinued or refused without notice for the following conditions:

- A. For non-payment of any amount past due to the Company by the Customer, including non-payment of a Prepaid Account Renewal of a fully-depleted balance.
- B. When the Available Usage Balance of a non-renewable account is Depleted to a level insufficient to place a one-minute call to the location of least cost.

Issued: 06/26/03

Effective: 08/22/02

By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

AZi0301

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.9 Prepaid Residential Service, (Cont'd.)

Description

Customers purchase a Prepaid Account which provides each Customer with a PIN and lists instructions for accessing and using the Company's service.

The Company's system informs the Customer of the Available Usage Balance remaining in the Prepaid Account and prompts the Customer to place a call by entering a destination telephone number. Network usage for calls placed is deducted from the Available Usage Balance in the Customer's Prepaid Account on a real time basis as the call progresses.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after an initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis and are based on the amount purchased in the Prepaid Account.

Rates

Local Access	<u>Maximum Per Minute Rate:</u> calls rated at \$0.01 below the applicable dollar volumes noted below
Toll Free Access:	
\$10	\$0.12
\$15	\$0.11
\$20	\$0.10
\$25	\$0.09
\$30	\$0.08

Issued: 06/26/03

Effective: 08/22/02

By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

AZi0301

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.10 Prepaid Travel Card Service**

Prepaid Travel Card Service is available to residential and business Customers for placing calls while away from home or office. Prepaid Residential Service allows Customers to place calls from their business or residence. Customers dial an access code and identification code in addition to the called number. Customers may choose from a variety of card denominations. Service is paid for in advance of actual usage. Charges for the service are deducted from the Available Usage Balance on the Prepaid Travel Card.

- A. All calls must be charged against a Prepaid Account that has sufficient Available Usage Balance. A Customer's call will be interrupted with an announcement one minute before the balance is about to be depleted. Calls in progress will be terminated by the Company if the balance on the Prepaid is insufficient to continue the call.
- B. Calls to 500, 700, 800/888, 900 and 976 and other information service numbers and calls requiring operator assistance and the quotation of time and charges cannot be completed using the Prepaid Service. Air to ground and high seas service may not be completed. Calls may not be completed using rotary telephone service.
- C. The Company does not refund any unused balances in a Prepaid Account.

Discontinuance of Service

Prepaid Service may be discontinued or refused without notice for the following conditions:

- A. For non-payment of any amount past due to the Company by the Customer, including non-payment of a Prepaid Account Renewal of a fully-depleted balance.
- B. When the Available Usage Balance of a non-renewable account is Depleted to a level insufficient to place a one-minute call to the location of least cost.

Issued: 06/26/03

Effective: 08/22/02

By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

AZi0301

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.10 Prepaid Travel Card Service, (Cont'd.)

Description

Customers purchase a Prepaid Account which provides each Customer with a PIN and lists instructions for accessing and using the Company's service.

The Company's system informs the Customer of the Available Usage Balance remaining in the Prepaid Account and prompts the Customer to place a call by entering a destination telephone number. Network usage for calls placed is deducted from the Available Usage Balance in the Customer's Prepaid Account on a real time basis as the call progresses.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after an initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis and are based on the amount purchased in the Prepaid Account.

Rates

	<u>Per Minute Rate:</u>
Toll Free Access:	
\$10	\$0.12
\$20	\$0.11
\$30	\$0.10
\$50	\$0.09
\$100	\$0.08

Issued: 06/26/03

Effective: 08/22/02

By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

AZi0301

SECTION 4 - CONTRACTS AND PROMOTIONS

4.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed three (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

4.2 Promotions

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges.

Issued: 06/26/03

Effective: 08/22/02

By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

AZi0301

SECTION 5 - PRICE LIST

5.1 Public Telephone Surcharge

Rate per Call: \$0.49

5.2 Eight 9 Collect Service

Per Minute Rate: \$0.89

Per Call Charge: \$4.95

5.3 Call Home Toll Free Service

\$10 \$0.089

\$20 \$0.079

\$30 \$0.069

5.4 Follow Me Toll Free Service

\$10 \$0.089

\$20 \$0.079

\$30 \$0.069

Issued: 06/26/03

Effective: 08/22/02

By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

AZi0301

SECTION 5 - PRICE LIST, (CONT'D.)

5.5 Prepaid Residential Service

Local Access	<u>Per Minute Rate:</u> calls rated at \$0.01 below the applicable dollar volumes noted below
Toll Free Access:	
\$10	\$0.089
\$15	\$0.079
\$20	\$0.069
\$25	\$0.059
\$30	\$0.049

5.6 Prepaid Travel Card Service

Toll Free Access:	<u>Per Minute Rate:</u>
\$10	\$0.089
\$20	\$0.079
\$30	\$0.069
\$50	\$0.059
\$100	\$0.049

Issued: 06/26/03
By:

Jeffrey Smith - CEO
159 S. Lincoln, Suite 221
Spokane, Washington 92201

Effective: 08/22/02

AZi0301