

TERMS OF SERVICE

Delta County Tele-Comm, Inc.  
d/b/a TDS Telecom  
Colorado

Section 9  
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GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

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## TERMS OF SERVICE

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### GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

#### A. ESTABLISHMENT OF SERVICE

##### 1. General

The general terms and conditions of this Terms of Service apply to local voice services and facilities furnished by Delta County Tele-Comm, Inc., hereinafter referred to as the Telephone Company or Company, or in part by other companies. Failure to observe these terms and conditions could result in discontinuance of service.

##### 2. Applications

- a. Requests for telephone service and facilities made verbally, in writing, or electronically will become contracts upon the establishment of the service or facilities.
- b. An application shall be deemed to be a notice to the Company that the applicant desires service and an expression of a willingness to conform to the terms and conditions set forth in this Terms of Service.
- c. The Company reserves the right to refuse service to an applicant or customer who has not paid for prior telephone service rendered by a telephone company in the same or different location, and furnished to the same person, member of the same household, or legal entity until satisfactory arrangements have been made for payment of the indebtedness.
- d. The Company reserves the right to refuse to furnish or continue to furnish service when service is applied for in the name of another person or legal entity, or a fictitious name of other member of the same household, for the purpose of avoiding payment of or for illegal purposes.
- e. The Company does not take deposits or advanced payments unless stated elsewhere in this Terms of Service.
- f. Any change in the service terms, conditions, offerings, and/or rates modifies the terms of contracts to the extent of such change.
- g. Although, in general, business rates apply at business locations and residence rates apply at residence locations, the determination as to whether customer service should be classified as business or residence is based on the character of use to be made of the service.
- h. Where special conditions or special requirements of the customer involve unusual construction or installation costs, the customer may be required to pay a reasonable portion of such costs as stated elsewhere in this Terms of Service. See Construction Charges.

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A. **ESTABLISHMENT OF SERVICE** (Continued)

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3. **Business Use**

- a. Business rates apply whenever the use of service is primarily or substantially for any business, trade or professional use including, but not limited to, clubs or lodges, public or parochial schools and colleges, hospitals, libraries, churches, municipal emergency fire and police, government building and other similar institutions.
- b. Where the place of business and residence of a customer are in the same premises and no telephone is installed in the place of business or the extension is located in a shop, office, or other place of business, the business rate shall be charged for telephone installed in the residence.
- c. Business rates apply for service in churches when:
  - 1) The telephone is located in the church and used in the administration of the church and its activities.
  - 2) A telephone is located in an outer office of the study for the use of a secretary or others.
  - 3) The telephone in the church includes a type of telephone intercommunicating system or a signaling system, (excluding hold only feature).
  - 4) Service is furnished in a residence of a clergyman and one or more extension telephones connected to the service are located in the church where business rates would normally apply.

4. **Residence Use**

- a. Residence rates apply when the use of service will be primarily for personal, social and domestic purposes and only incidental for business purposes. Residence rates apply to an individual or family, (such as single residence), or a private dwelling, apartment, rooming or boarding or sorority house, college dorm rooms, or a trailer, where service will be used by the customer or members of the customer's family.
- b. Residence telephone numbers must not be advertised or listed in connection with any business.
- c. Residence rates apply to churches when:
  - 1) A telephone is located in the clergyman's residence.
  - 2) The telephone is located in the church hall or kitchen and its use is for social or domestic purposes.
  - 3) The telephone is located in the clergyman's residence and an extension is located in the church where residence rates would apply.

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#### A. ESTABLISHMENT OF SERVICE (Continued)

##### 4. Residence Use (Continued)

- d. When conditions in 1, 2, or 3 preceding are met, the residence telephone may be listed in the alphabetical section of the directory in the name of the church or Pastor. An additional alphabetical listing which lists either the name of the Pastor or the church may be provided at the rates shown under Directory Listings in this Tariff. Residence rate treatment does not entitle the Church to a listing in the classified section of the telephone directory without additional charges.
- e. When it is determined that a customer of residence service is using the service in such a manner that it should be classified and charged for as a business service under the above provisions, the Company will either revised the applicable rates charged to the customer or discontinue the service.

##### 5. Minimum Contract Period

- a. Unless otherwise specified elsewhere in the Company's Terms of Service,, the minimum contract period for voice service offerings is one month from the date service is established at the same location.
- b. The Company may require a contract period longer than one (1) month at the same location in connection with special facilities, or for unusual construction necessary to meet special demands, and involving extra costs.
- c. Customer termination of service prior to the expiration of the minimum contract period of service may result in payment for work already began to provide service and/or termination charges.

##### 6. Provisioning of Telecommunication Service

- a. The Telephone Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary company facilities such as pole lines, buried lines, circuits and other equipment.
- b. If primary basic local service (the first residential line and/or the first business line) is not established within 30 days from the date the customer's application for service or by the customer's requested date (if that date is more than 30 days beyond the application date), the following provisions apply:
  - 1) The customer will receive a waiver of any and all installation charges for each eligible basic local exchange service line; the customer's account will also be credited in an amount at least equal to the pro rata monthly local exchange charge for each day thereafter that service is not provided.

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A. ESTABLISHMENT OF SERVICE (Continued)

6. Provisioning of Telecommunication Service

b. (Continued)

2) Additionally, the customer shall be entitled to choose either Option 1 or Option 2, following, per Rule 4 CCR 723-23-3009(f)(III)):

(a) Option 1: The customer may obtain an alternative service, chosen by the customer, that is not regulated by the Commission. Upon customer-provided verification of the customer's subscription to a qualifying alternative, the company will provide reimbursement of the customer's payment of charges for the actual amount of the alternative used, up to \$40 per month until primary basic local service is established.

(b) Option 2: The customer may obtain an alternative service offered by the Company and regulated by the Commission, such as remote call forwarding. The Company will charge the customer the Terms of Service rates (if applicable) for the alternative service if such rates are less than the Terms of Service rate for basic local exchange service. Otherwise, the customer will be charged the Terms of Service rate for basic local exchange service.

c. All customers who are not provided service within ten days of the date of application for service or by the customer's requested date for service, whichever is later, shall be provided a written notice by the Company, stating the order number assigned by the Company to the application for service, the general status of the order, and a phone number to call with questions. The notice shall be postmarked on or before the 15<sup>th</sup> day after the date of application.

d. The Company will determine the type of outside plant facilities to be provided for the furnishing of service.

e. The Company will provide and install a connecting device as part of telephone service at no additional charge that will be installed on the customer's premises in a location determined by the Company that is accessible to the customer and the Company as a part of telecommunications service and at no charge, unless specified elsewhere in this tariff.

f. The rates and charges listed in this Terms of Service provide for the furnishing of service and facilities where suitable facilities are available or when the construction of the necessary facilities does not involve excessive costs.

g. When excessive costs are involved for the construction of facilities, charges for such construction will be determined in accordance with the regulations as set forth in Section 8, "Construction Charges".

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A. ESTABLISHMENT OF SERVICE (Continued)

6. Provisioning of Telecommunication Service (Continued)

- h. The customer may be required to provide suitable housing or other protective measures where equipment is to be installed in locations exposed to weather or other hazards.
- i. The Company shall make the following services available to all its customers where technically feasible:
  - 1) Voice grade access to the public switched network including unlimited minutes for local service at no charge
  - 2) Access to 911 emergency service and 9-1-1 operating ability where requested by local authorities.
  - 3) Connectivity with all public toll, local wireline and wireless networks, and with various internet service providers.
  - 4) Free access to toll restriction for qualifying lifeline customers.

7. Installation in Hazardous Locations

If the installation and maintenance of service are requested at locations which are or may be hazardous or dangerous to the Telephone Company's employees or to the public or to property, the Company may refuse to install and maintain such service and, if such service is furnished, may require the customer to indemnify and hold the Company harmless from any claims, loss or damage by reason of the installations and maintenance of such service.

8. Directories

- a. The Company will furnish a printed directory annually as well as providing access to directory information on-line to its customers. The directory information will include listings of names, addresses and telephone numbers of customers.
- b. The Company, except as provided herein, assumes no liability for damages claimed on account of errors or omission from the directories and, in accepting listings as prescribed by applicants or customers, will not assume responsibility for the result of the publication in the directory.

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GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

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B. USE AND CARE OF COMPANY FACILITIES

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1. General

- a. The Company shall be responsible for the installation, operations, and maintenance of any company facilities.
- b. The Company will be responsible for testing the circuit from the main frame to the connecting device on the customer premises.
- c. The Company does not undertake to transmit messages but offers the use of its facilities when available for communications between its customers.
- d. Customers who furnish telephone service to guests or patients may recover billed charges of the guests or patients. Hotel customers who charge a surcharge on guests' telephone usage must post such rates and surcharge by each telephone.

2. Ownership of Facilities

All facilities up to and including the point of termination on the customer's premises will be owned by the Company, except where such facilities are situated, in the judgement of the Company, in hazardous or inaccessible locations.

3. Access to Customer Premises

Company employees and agents shall be allowed access to company facilities located on customer premises at any reasonable hour for the purpose of installing, inspecting, testing, maintaining, repairing, or upgrading the lines and facilities.

Customers may be required to furnish, at no charge, equipment space and electrical power for Company facilities located inside the customer's building in order to provide services.

4. Installation, Maintenance, and Repairs

- a. All work associated with installation, relocation, changing, repairing, and maintenance of Company provided equipment and facilities on the Customer's premises is performed by the Company or an authorized agent unless agreed upon by the Company.
- b. The Company will maintain and repair the equipment and facilities which it furnishes to customers, for as long a period as replacement components are available from the manufacturer or from stock. When the manufacturer will no longer provide the required components, and none are available from stock, components required will be provided at charges based on cost when the Company is able, by special manufacture or procurement from outside sources, to procure the required components.
- c. The Company will be reimbursed for any loss or damage to its facilities on the customer's premise resulting from intentional destruction or negligence of the customer.

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B. USE AND CARE OF COMPANY FACILITIES (Continued)

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5. Service Interruptions

- a. The Company cannot guarantee the uninterrupted working of its services and facilities. The Company will make reasonable effort to notify customers of any known service interruptions.
- b. The Company will make reasonable effort to re-establish service within the shortest possible time when service interruptions occur. In the event of national emergency or local disaster resulting in disruption of service, the Company will give priority based on instructions or requests from duly authorized emergency agencies.
- c. When there is a general interruption of service lasting 8 hours or more, which is not due to the negligence or willful act of the customer or force majeure; a prorated credit for the basic access line based on the number of days that portion of the service is rendered useless or inoperative will be provided to the Customer.

6. Telephone Numbers

- a. The customer has no property right in telephone numbers or any right to the establishment of continuous service through any particular central office.
- b. The Company reserves the right to, and may at its sole discretion; change either the customer's telephone number, the central office associated with such number, or both, as may be required for the proper conduct of its business in compliance with state and/or federal requirements, and not as an accommodation to another customers.

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**C. USE OF SERVICE**

**1. General**

- a. Service is furnished for use by the customer as long as the following conditions do not exist:
  - 1) When there is danger to company facilities, company employees, or to other customers; service;
  - 2) When service is used for any unlawful purpose presented by:
    - (a) A government law enforcement agency, acting within its jurisdiction, advises the Company that such service is being used or will be used unlawfully or for an unlawful purpose, or
    - (b) A court order; or
    - (c) A regulatory authority order; or
    - (d) The Company having other information, which reasonably causes it to believe that such service is being used or will be used unlawfully or for an unlawful purpose.
  - 3) When a customer uses equipment in a manner that adversely affects the company's equipment, or interferes with another customer's service, or prevents another person from using the service, or otherwise impairs the quality of service to other customers.
  - 4) When a customer tampers with company facilities.
  - 5) When service is not obtained fraudulently or without authorization or is used in a fraudulent manner or with malicious intent.
  - 6) When a customer does not comply with the terms and conditions of the Company or with contractual obligations.
  - 7) When a customer does not allow the Company reasonable access to its equipment and property for the purpose of installation, maintenance, repair, and upgrades.
- b. If any of the above conditions exist, the Company may refuse to furnish service to an applicant or may disconnect the service of a customer.
- c. The Company reserves the right to limit the length of communication when necessary because of a shortage of facilities caused by emergency conditions.

**2. Resale**

The resale of any local service provided by the Company is not permitted except as provided elsewhere in this tariff or as specifically authorized by the Company.

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**C. USE OF SERVICE (Continued)**

**3. Customer Responsibility**

- a. The customer subscribing to telephone service is responsible for its use and for the payment of all charges in connection therewith, and shall exercise such control as may be necessary to insure that it is not improperly used.
- b. The customer or authorized user may not rearrange, disconnect, remove or attempt to repair any company provided facilities except upon the written consent of the Company. The customer agrees to notify the Company at least 90 days in advance to request rearrangement of Company's facilities located on the customer's premises. The customer may be charged for such changes.
- c. The customer shall be responsible for damages to facilities of the Company caused by the negligence or willful act of the customer or authorized user.
- d. The customer will be solely responsible for any loss or damage, or for any impairment or failure of the service, arising from or in connection with the use of customer-premise equipment or facilities.
- e. The Company does not monitor recordings of telephone conversations between its subscribers and other end-users or the use of automatic recording devices. Any customer recording telephone conversations or using automatic recording devices is responsible for the proper use and for adhering to the regulations governing such use.

**4. Customer Provided Equipment and Inside Wire**

- a. The customer shall be responsible for the installation, operation, or maintenance of any customer-provided equipment and inside wire. The customer-premises equipment and inside wire would be connected to the general exchange network facilities of the Company by means of suitable connecting arrangements.
- b. Any customer-premises equipment connected to the Company's facilities shall not interfere with any of the services offered by the Company.
- c. The use of customer-premises equipment shall not
  - 1) endanger the safety of the Company employees or the public
  - 2) damage, require changes, or alter the equipment or facilities of the Company
  - 3) interfere with the proper functioning of such equipment or facilities
  - 4) impair the operation of the telecommunications system
  - 5) injure the public in its use of the Company's services

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**GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS**

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C. USE OF SERVICE (Continued)

4. Customer Provided Equipment and Inside Wire (Continued)

- d. Upon notice from the Company that the customer-premises equipment is causing or is likely to cause hazard or interference, the customer shall make the necessary change(s) to remove or prevent such hazard or interference or be subject to temporary discontinuance of service as long as the condition exists.
- e. Except as otherwise provided in this tariff, nothing herein shall be construed to permit the use of a device to interconnect any line or channel of the Company with any other communication line or channel of the Company or of any other person.
- f. Customer Premises Equipment is not to be used for performing any part of the work of transmitting, delivering or collecting any messages where any toll or consideration has been or is to be paid any party other than the Telephone Company, without the written consent of the Telephone Company. Customers, who furnish telephone service to guests or patients, may recover billed charges of the Telephone Company for local and toll messages placed by guests or patients.

5. Change in Responsibility or Occupancy

- a. At least 3 working days advance notice must be provided to the Company to discontinue service or to change occupancy or to change account responsibility.
- b. The customer whose service is being rendered shall be responsible for all Company services provided and/or consumed up to the scheduled date of service discontinuance.
- c. Existing service may be transferred for a new subscriber only if the former subscriber consents and an agreement acceptable to the Company is made to pay all outstanding charges against the service.
- d. Change of responsibility on an account shall occur only in those cases where both parties previously shared service or when it is mutually agreed upon and acceptable to the Company.

6. Customer Complaints

a. Informal Complaints

If Commission staff refers an informal complaint to a regulated entity for a response, the regulated entity shall respond in writing within 14 days of the referral, or such lesser period as Commission staff may require. If Commission staff requires a period less than five days to respond, such period shall be reasonable under the circumstances of the informal complaint.

b. Formal Complaints

- (1) Upon the filing of any formal complaint, except as provided in rule 1205(b), the Director shall promptly serve the respondent with the complaint, an order to satisfy the complaint or file an answer, and a notice setting the date, time, and location of the hearing. Except in the case of an accelerated complaint, the order shall require the respondent to satisfy the complaint or file its answer within 20 days of service of the order.

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GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

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C. USE OF SERVICE (Continued)

6. Customer Complaints (Continued)

b. Formal Complaints (Continued)

(2) If the complaint is an accelerated complaint the Commission shall promptly order the respondent to satisfy or answer within ten days. For accelerated complaints, the Commission shall set the hearing to occur within 45 days of the filing of the complaint. Unless all parties agree otherwise or the Commission finds exceptional circumstances warrant, a hearing on an accelerated complaint may not be continued beyond 60 days after the filing of the complaint.

7. Company Liability

- a. The Company is not responsible for the actions of one end-user customer upon another end-user customer. Such actions will be left for the legal authorities to handle.
- b. The Company shall be indemnified and saved harmless by the customer or customers against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, apparatus and systems of the customer; and against all other claims arising out of any act of omission of the customer in connection with the facilities provided by the Company.
- c. The Company is not liable for damages for any accident, injury, or death from its facilities and apparatus when such accident, injury, or death is not due to the negligence of the Company.
- d. When suitable arrangements can be made, the Company will connect with other companies to provide service outside the local exchange area. The Company is not liable, for the operations of other companies with which its facilities are connected in order to provide service to the customer.
- e. The Company's liability, if any, with respect to any other claims or suits by a Customer or by any others for damages associated with the installation, provision, termination, maintenance, repair, or restoration of service, shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may other-wise be due the Customer under this Terms of Service as an allowance for interruptions.
- f. The Company is not liable for any defacement or damage to the customer's premises or claims for infringement of patents arising or resulting from the furnishing of service or the attachment of its equipment and associated wiring furnished by the Company on such premises.
- g. The Company shall not be responsible to the customer or otherwise if changes in the criteria or in any of the facilities, operations or procedures of the Company render any customer provided facilities obsolete or require modification or alteration of such facilities or otherwise affect its use or performance.

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C. USE OF SERVICE (Continued)

7. Company Liability (Continued)

- h. The customer indemnifies and saves the Company harmless against any accident, injury or death caused through the use of telephone apparatus which fail to meet the dielectric requirements as established by the Company when such apparatus is provided by the customer. The Company has the right of refusing to, or ceasing to, render telephone service to a customer if at any time any of the telephones, appliances, lines or apparatus on the customer's premises shall be considered unsafe by Company personnel, or if the use of the service shall be prohibited by or forbidden under any law, ordinance or regulation.
- i. The customer also agrees to release, indemnify and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion to use of E911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by persons accessing 911 service thereunder, and which arises out of the negligence or other wrongful act of the customer, its user, agencies or municipalities, or the employees or agents of any one of them.
- j. Under no circumstances shall the Company or its officers, directors, employees or agents have any liability to the county, a person placing an emergency call on the system or to any other person or entity for any loss, damage, injury or liability which they may suffer, sustain, incur or become subject to, arising out of, based upon or resulting from any negligence on the part of the telco or its officers, directors, employees or agents in preparing or furnishing, or any delay in preparing or furnishing any E911 listings and/or updates to the county and/or in responding to an emergency call, including but not limited to any death or bodily injury or any direct, indirect, incidental, special, consequential or other damages.
- k. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service and not caused by 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 mistakes, omissions, interruptions, delays or errors or defects in transmission occur.
- l. The Company shall not be liable for damages or statutory penalties in any cases where a claim is not presented in writing within thirty days after the alleged delinquency occurs.

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D. CUSTOMER BILLING AND PAYMENTS

1. General

- a. Charges for service commence when the service is installed and connection is made, whether used or not.
- b. The Company will collect from the customer the prevailing amount of taxes, surcharges, and other imposed fees upon them by local, state, or federal governments and regulatory authorities.
- c. All service connection charges, recurring monthly charges, taxes, surcharges, fees, etc. will be billed in one month in advance. All long distance per message and per minute charges (if applicable) will be billed in arrears.
- d. Charges for a fractional part of a month are prorated and computed on the basis of a 30-day month.
- e. Bills to customers will be rendered monthly and will contain a clear listing of charges.
- f. The customer is responsibility for all charges in conjunction with the services furnished including originating toll calls and accepted collect calls at the customer's access line. Failure to receive bills or notices which have been properly sent shall not prevent such bills from becoming delinquent nor relieve the customer of the obligations therein.
- g. Customers will not be held responsible for the nonpayment of another customer's bill unless the customer superseded the service or was a co-applicant or guarantor for the service of the nonpaid account.
- h. Bills are due when rendered unless otherwise specified and are payable to the Company or to any agency duly authorized to receive such payments.
- i. The Company will not bill the customer for delinquency in payments by a previous occupant of the premises other than a member of the same household residing at the same premises.

2. Overtime Work or Work Performed Outside Regular Working Hours

Unless specified elsewhere in this tariff, the rates and charges contemplate that all work for installations, moves or changes of service, equipment, facilities, or instrumentalities is performed during regular business hours. If the customer requests the work to be performed during non-business hours or the time allowed is insufficient to permit completion during regular business hours or the customer interrupts work once it's begun, the customer may be required to bear any additional costs incurred.

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GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

D. CUSTOMER BILLING AND PAYMENTS (Continued)

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3. Promotions

From time-to-time, the Company, may offer temporary price reductions on monthly charges or waive non-recurring charges to promote certain services.

4. Notice of Service Changes and Rate Increases

The Company will follow the applicable rules for notifying customers of service changes and rate increases.

5. Electronic Billing

Customers may elect to view and pay their monthly telephone bill electronically via the Internet. The bill will include a summary of the current charges as well as totals by section/service. Customers who choose this option will stop receiving paper bills after two months. They may choose to resume receiving paper bills at any time without incurring a service charge.

6. Billing Errors and Adjustments

- a. If the Company determines that the character of use of a service is not in accordance with the class of service contracted for, the Company may require the customer to contract for the proper class of service and retroactively bill for the appropriate class of service.
- b. When billing errors are brought to the attention of the Company, the Company will provide retroactive billing adjustments to customers as follows:
  - 1) *Over billed:* The Company will provide, at the option of the customer, either a credit applied to the next available bill or a reimbursement for charges that were over billed to the customer, including any applicable taxes, surcharges, etc. from the preceding 24 months that the billing error had occurred.
  - 2) *Under billed:* The Company will add the additional charges that were under billed or missing, including any applicable taxes, surcharges, etc. from the preceding 24 months that the billing error had occurred to the customer's next available bill. The Company will provide an option to pay the additional charges in equal monthly installments not to exceed 2 months.

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GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

D. CUSTOMER BILLING AND PAYMENTS (Continued)

APPROVED

7. Billing Disputes

- a. Unless the Company receives a dispute within 60 days of the bill date, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer.
- b. When a customer disputes a charge or charges on the bill, in no way does this relieve the customer from obligation of paying the undisputed charges.
- c. The Company will do the following:
  - 1) Promptly investigate each customer complaint it receives;
  - 2) Report the findings of the investigation to the customer within a reasonable time;
  - 3) Make a good faith effort to resolve the complaint within a reasonable time dependent on the urgency of the complaint; and
  - 4) Retain a record of the complaint for 1 year.
  - 5) The Company will inform the customer of the right to appeal the results of the investigation with the appropriate regulatory authority.
- d. If the results of the Company investigation indicate the customer is obligated to pay, the customer shall submit payment within five (5) working days to the Company or its duly authorized agents for the disputed amounts. Failure to make full payment shall be grounds for termination of service.
- e. If the results of the Company investigation indicate the Company is obligated to credit the customer for any portion of the disputed bill, the Company will apply the appropriate adjustment on next available bill.

8. Late Payment Charge

- a. A Late Payment charge applies to all past due balances. Late payment charges will not apply to previous Late Payment charges or other unpaid penalty charges.
- b. Customers with a past due balance that sign up for electronic payments will receive a one-time waiver of the late payment charge.
- c. Final collection procedures and temporary disconnection of service are unaffected by the application of a late charge. The late payment charge does not extend the time for payment or otherwise enlarge or change the rights of the customer. Notice of intention to pay late will not avoid this charge.

d. Charges

	<u>Per Month</u>
1) Residential	\$10.00
2) Business	1.0%

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(M)-Material now appears on Sheet 16 of this Section.

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GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

D. CUSTOMER BILLING AND PAYMENTS (Continued)

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9. Non-Sufficient Funds (NSF) Charge

A charge of \$20 per incident will be assessed when a customer's payment for service becomes dishonored, is not valid, or is rejected.

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10. Service Restoration

The Company will restore service that has been temporarily disconnected for non-payment upon payment of all applicable charges including a Reconnect for Non-Payment Charge. Service that has been fully disconnected will be restored upon payment of applicable charges and on the basis of a new application.

11. Deferred Payment Arrangements

- a. A Deferred Payment Agreement may be available to residential customers unable to pay an outstanding bill in full. The terms include a reasonable initial payment and installment payments to be paid over a specified number of months not to exceed 6 months.
- b. No finance charges apply.
- c. Any payment made by a customer in compliance with a Deferred Payment Agreement will be applied to payment of the previous outstanding bill with any remainder credited to the current bill.
- d. If a customer fails to fulfill the terms of a Deferred Payment Agreement, the Company shall have the right to disconnect service upon at least five (5) calendar days written notice and under such circumstances the Company shall not be required to offer subsequent negotiation of a Deferred Payment Agreement prior to disconnection.

12. Contractual Service Arrangements

- a. The Company may offer unique Contract Service Arrangements for services not available through this tariff or for deviations to the rates or conditions for services contained in this tariff.
- b. Unless specified differently in the contract, the regulations listed in this tariff will apply.
- c. Specific rates, charges, and terms may be provided at a Company standard or developed on a non-discriminatory individual case basis.

(M)-Material previously appeared on Sheet 15 of this Section.

## TERMS OF SERVICE

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### GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

#### E. TERMINATION OF SERVICE

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##### 1. Termination By the Customer

A customer terminating service must notify the Company prior to the termination date. If the customer cancels service before the end of their billing period, full month charges will apply.

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##### 2. Termination By the Company For Cause

a. Except in case of danger to life or property, no disconnection shall be accomplished on Saturdays, Sundays, legal holidays, or on any other day in which the Company cannot reestablish service on the same or following day.

b. The Company may terminate service to a customer *without* providing a written notice in the following instances:

- 1) When there is existence of immediate danger or a condition that is hazardous to life, physical safety, or property.
- 2) When a customer uses equipment in such manner as to adversely affect the company's equipment or the company's service to others.
- 3) When a customer tampers with company facilities.
- 4) When there is knowledge that the service is being or will be used for unlawful purposes, or upon order by any court, the Commission, or any other duly authorized public authority.
- 5) Obtains service fraudulently or without authorization or uses services and/or facilities for fraudulent purposes such as, but not limited to, avoiding payment.
- 6) Engages in unauthorized resale of equipment or service

c. The Company may either temporarily deny service or terminate service to a customer after the Company provides (5 days) written notice to the customer to comply with the violation listed below, but the customer does not comply:

- 1) Fails to provide the Company reasonable access to its equipment and property.
- 2) Fails to comply with the terms and conditions of service offerings and/or violation of Commission rules.
- 3) Fails to comply with contractual obligations.

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**GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS**

**E. TERMINATION OF SERVICE (Continued)**

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**3. Disconnect for Non-Payment**

- a. When a customer does not pay an entire bill by the due date, excluding charges that are in the process of being disputed, or made payment that was rejected for insufficient funds, the Company will temporarily disconnect service and send a written notice regarding full disconnect. To avoid termination of service, a customer must pay all charges due including Non-Sufficient Funds charge, Late Payment Fee plus any applicable Reconnection charges or negotiate a Deferred Payment Arrangement within 15 days after the date of the written notice.
- b. The Company may attempt to make at least one telephone call to the customer prior to disconnecting service.
- c. If the customer does not pay the entire bill or contact the company to make payment arrangements by the termination date, service will be fully terminated. Any payment received after service has been fully terminated, will be considered a new application for service and installation charges may apply.

**4. Contract Termination**

- a. Unless specified elsewhere, contracts for service or facilities may not be terminated except upon advance notice, written or verbal, to the Telephone Company, at which time all unpaid charges or guarantees for the period the service or facilities have been furnished plus all applicable minimum and termination charges are due and payable.
- b. The customer is required to pay only the charges for the period during which service or facilities have been furnished. Minimum or termination charges will not apply when the use of the service or facilities is terminated because of the condemnation, destruction, or damage or property by fire or other cause beyond the control of the customer which renders the premises unfit for occupancy.

**5. Medical Emergency**

The Company will postpone disconnecting local exchange residential service for 60 days for non-payment, if the customer submits certification from a qualified medical professional, who is licensed to practice in the state, stating that disconnection would create a life threatening situation for the customer or other permanent resident of the customer's household.

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**GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS**

**E. TERMINATION OF SERVICE (Continued)**

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**6. Restoral of Service**

Service shall be restored when the cause for discontinuance has been corrected to the satisfaction of Company. The Company may assess a charge to restore service.

**7. Prohibitions Against Disconnection**

- a. Service may not be refused because of a delinquent account if the customer or applicant agrees to a Deferred Payment Agreement.
- b. The Company may not disconnect or refuse service for the following reasons.
  - 1) Delinquency in payment for service by a previous occupant of the premises to be serviced other than a member of the same household residing at the same premises.
  - 2) Failure to pay disputed charges for other carriers or info service providers.

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