Supplement No. 23 - Telephone - PA P.U.C. No. 1

Deposit Telephone Company, Inc.

Section 1

Second Revised Sheet 1

Canceling Original Sheet 1

#### GENERAL REGULATIONS

### TARIFF APPLICATION

This tariff governs the furnishing of telephone service and facilities by the Deposit Telephone Company, Inc., hereinafter referred to as the Telephone Company. The general regulations in this section of the tariff are supplemental to regulations contained in other sections of this tariff.

The terms and conditions detailed in this tariff do not apply to customer premise equipment purchased by the Company after January 1, 1983 with the exception of overvoltage equipment, inside wiring, coin telephones and multiplexing equipment.

The Company after January 1, 1983 will provide custonmer premise equipment on a de-tariffed basis, either through (C) direct sale or on a leased arrangement, at rates not governed by this tariff. Leased equipment in service at a particular location on December 31, 1982 will continue to be leased to a customer at that location and will be governed by this tariff until service to that customer is terminated for any reason at that location.

The Telephone Company will continue to provide maintenance for the Telephone Company provided customer premise equipment subject to the availability of replacement parts and/or equipment.

### TELEPHONE SERVICE DEFINED

The Telephone Company does not transmit messages but offers, subject to the terms and conditions specified in this tariff, the use of its facilities, where available, for communication between subscribers. The term "service" as used throughout this tariff refers to service, equipment and facilities.

#### OBLIGATION TO FURNISH SERVICE

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 circuits and equipment.

#### SPECIAL TYPES OF SERVICE AND EQUIPMENT

In cases where a subscriber desires some special type of service or equipment for which provision is not otherwise made, and in the judgement of the Telephone Company there is no reason for refusing to render the special service desired, a rate is quoted based on the cost of furnishing such service or equipment.

(C) Indicates Change

Supplement No. 20 - Telephone - PA P.U.C. No. 1

Deposit Telephone Company, Inc.

Section 1 Original Sheet 1A

#### GENERAL REGULATIONS (cont'd)

### EQUIPMENT, APPARATUS AND LINES

Equipment furnished by the Telephone Company shall remain the property of the Telephone Company and, upon termination of service for any cause whatsoever, shall be returned to the Telephone Company in good condition, reasonable wear and tear thereof excepted.

No equipment, apparatus or lines furnished by the subscriber shall be attached or used in connection with equipment, apparatus or lines furnished by the Telephone Company unless specifically authorized and connected and used exclusively with the Telephone Company's system. Deposit Telephone Company, Inc.

Section 1 Original Sheet 2

## GENERAL REGULATIONS (Continued)

### INSTALLATION, RELOCATION, MAINTENANCE, REPAIRS & REMOVAL

Except as otherwise provided in this tariff all equipment and wiring furnished by the Telephone Company must be installed, maintained, repaired, relocated and removed by the Telephone Company and the subscriber may not rearrange, disconnect, remove or attempt to repair it or permit others to do so.

The subscriber shall be responsible for damages to the facilities of the Telephone Company resulting from negligence or willful act of the subscriber.

The Telephone Company shall not be liable for any defacement of or damage to the premises of the subscriber resulting from the attachment of the Telephone Company's equipment, apparatus or lines on such premises, or their installation or removal, when such damage is not the result of negligence of the Telephone Company.

### ACCESS TO PREMISES OF SUBSCRIBER

For the purpose of installing, repairing, inspecting or removing any part of its equipment, apparatus or lines on the premises of the subscriber, or for making collections, the agents and employees of the Telephone Company shall have entrance thereto at any reasonable hour.

#### BUSINESS AND RESIDENCE SERVICE CLASSIFICATIONS

Business rates are applicable in connection with service furnished at a business location or any other place where the service is used primarily or dominantly for business, professional or institutional purposes. If either the main station or any extension connected therewith is located in a place where business rates are applicable, business rates apply to the main station and to all extensions therefrom.

Residence rates apply in private residences where the service is used primarily or dominantly for social or domestic purposes. Supplement No. 97 - Telephone - PA P.U.C. No. 1

Deposit Telephone Company, Inc. SECTION 1 2<sup>nd</sup> Revised Sheet 3 Canceling 1<sup>st</sup> Revised Sheet 3

#### GENERAL REGULATIONS (cont'd)



USE OF SERVICE

Unless otherwise indicated in this tariff, the use of business service is restricted to the subscriber, his agents and representatives, and the use of residence service is restricted to the subscriber and members of his household.

The subscriber shall not use the service or permit others to use it in such manner as to interfere with the service of other subscribers.

Unless otherwise provided in this tariff, service shall in no case be resold.

#### CONTRACTS FOR SERVICE

The Telephone Company reserves the right to require applications for service to be made in writing on forms supplied by it. Upon acceptance of an application for service, all applicable provisions of the Telephone Company's tariffs lawfully on file become the contract between the Telephone Company and the subscriber. Requests for additional service or changes in service, upon acceptance by the Telephone Company, become a part of the original contract, except that each item of additional service is subject to the appropriate minimum contract term. The acceptance or use of service may be deemed an application for such service and an agreement to pay for it at the rates applicable thereto under the current tariff. Any change in rate or regulations lawfully made acts as a modification of all contracts to that extent without further notice.

Except as otherwise provided in this tariff, service is furnished for a minimum contract term of three months.

#### FCC DESIGNATED 811 SERVICES

As mandated by the Federal Communications Commission (FCC), in compliance with the Pipeline Safety Improvement Act of 2002, the abbreviated 811 Dialing Code is established for use by commercial and residential consumers to provide advanced notice of excavation activities to certified "One Call" notification systems entities as a toll free call. The certified "One Call" notification systems entity must subscribe to termination facilities and lines in sufficient quantities to provide adequate service to the public. 811 Service is provided for the benefit of the certified "One Call" notification systems entity on a special charge treatment basis as detailed in Section 1, Sheet 1 of this tariff. The provision of 811 Dialing Code by the Company shall not be interpreted, constructed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the certified "One Call" notification systems entity.

The maximum liability of the Company for direct damages or losses of any kind arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in any facility furnished by the Company, occurring in the course of furnishing 811 Service, or of the Company in failing to maintain proper standards of maintenance and operation or to exercise reasonable supervision, will in no event exceed an amount equivalent to the proportionate charge to the certified "One Call" notification systems entity for the 811 Service and local exchange services for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect or failure in facilities occurs. The Company will have no liability for any consequential, incidental, or indirect damages or losses, whether or not the customer was aware or should have been aware of the possibility of these damages or losses. The Company is not liable for any losses or damages caused by the negligence or willful misconduct of the certified "One Call" notification systems entity.

(C) Indicates Change

Issued: April 3, 2007

Effective: April 4, 2007

(C)

TDS Telecom/Deposit Telephone Company SECTION 1 Fifth Revised Sheet 4 Cancels Fourth Revised Sheet 4

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# GENERAL REGULATIONS (cont'd)

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# CHARGES FOR FRACTIONAL MONTHS

When service is established, the initial charge for local service, equipment and facilities for the fractional part of the current billing month is a pro rata share of the monthly charge.

# PAYMENT FOR SERVICE

Installation and construction charges, where applicable, must be paid in advance of the establishment of service.

Service connection charges are payable when service is established.

Message charges at pay telephone lines are payable in advance.

Recurring charges for service are billed monthly in advance and are payable when the service has been rendered. Charges for toll message service are billed after the service has been rendered and are payable on request.

Charges for all local and toll messages sent from the subscriber's telephone station and for all toll messages received at such station on which charges are reversed with the consent of the person answering the call are the responsibility of the subscriber.

A statement of account rendered to the subscriber shall be deemed correct and binding upon the subscriber unless objection in writing is received by the Telephone Company within thirty days after rendition of the statement.

# Late Payment Charges

- a) A Late Payment charge of 1.25% per month applies to all past due balances.
- b) Customers with past due balances who sign up for electronic payments will receive a one-time waiver of the late payment charge.
- c) Final collection procedures, temporary disconnection of service, and the requirements for deposit 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) The late payment charge will not include previously accrued late payment charges.

(C) Indicates Change

Deposit Telephone Company, Inc.

### Section l

First Revised Sheet 5 Canceling Original Sheet 5

## GENERAL REGULATIONS (cont'd)

## SUSPENSION OF SERVICE

The Telephone Company reserves the right to suspend service for non-payment of bills, ten days after date due, or for violation of rules and regulations of this tariff, after due notice by the Telephone Company.

The Telephone Company also reserve the right to suspend, without notice, service to facilities that have apparently been abandoned and to demand payment for such service up to and including date of suspension, provided it has not been notified by the subscriber to discontinue service prior thereto.

# LIABILITY OF TELEPHONE COMPANY

In event interruptions, omissions, defects, errors, mistakes or delays in transmission occur in the course of furnishing service, lines and other facilities, and are not caused by negligence of the subscriber, the flaonity of the Telephone Company for damages arising therefrom shall not, except as (C) otherwise provided for in Section 1 Sheet 8 of this tariff, exceed an amount equivalent to the proportionate charge to the subscriber for the period during which such interruption, omission, defect, error, mistake or delay in transmission occurs. Where a local message guarantee applies, a prorata portion of the guarantee for the period of suspension is allowed. No other liability shall in any case attach to the Telephone Company.

# CANCELLATION FOR CAUSE

Service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of law, or if the Telephone Company receives other evidence that such service is being or will be so used.

The Telephone Company may also terminate without advance notice any service which is used in such a manner as to interfere with the service of others or that is used for any purpose other than a means of communication.

# TELEPHONE NUMBERS

The Telephone Company reserves the right to change the telephone number or numbers of a subscriber's station or stations as the exigencies of the business may require.

(C) Indicates Change

Deposit Telephone Company, Inc.

Section 1 Original Sheet 6

# GENERAL REGULATIONS (Continued)

# TELEPHONE DIRECTORIES

Telephone directories issued by the Telephone Company to its subscribers and patrons without charge are the property of the Telephone Company and shall be surrendered to the Telephone Company upon termination of service or distribution of a subsequent issue, in as good condition as reasonable wear and tear permits. No binder, holder or auxiliary cover, except where furnished by the Telephone Company, may be used in connection with any directory furnished by it.

The Telephone Company, except as provided herein, shall not be liable for damage claimed on account of errors in, or omissions from, its directories, nor for the result of publication of such errors in the directory, nor will the Telephone Company be a party to controversies arising between subscribers or others as the result of listings published in its directories.

Claims for damages on account of interruptions to service due to errors in or omissions of directory listings will be limited to an amount equivalent to the proportionate charge for that part of the customer's service which is impaired, but not to exceed one-half the local service charges for the service items affected for the period from the date of issuance of the directory in which the mistake occurred to the date of issuance of a new directory containing the proper listing.

# OVERTIME WORK

When, at the subscriber's request, work is performed at other than regular business hours of the Telephone Company, an extra charge for such work will be made to compensate for the current overtime wage rates.

# TOLL MESSAGE RATES

Rates, rules and regulations governing Toll, or Long Distance, messages are contained in the toll tariff of The Bell Telephone Company of Pennsylvania.

TDS Telecom/Deposit Telephone Company, Inc.

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Section 1 32nd Revised Sheet 7 Cancels 31st Revised Sheet 7

GENERAL REGULATIONS (cont'd)

#### STATE TAX ADJUSTMENT SURCHARGE

In addition to the charges provided in this tariff and other state toll and access tariffs in which this company concurs, a surcharge, as shown below, will apply to all intrastate charges for service on or after July 1, 1999, (C) except on calls from pay telephone lines.

For services provided to:	Surcharge Rate	
END USER	-0.004%	(I)
OTHER LOCAL EXCHANGE CARRIERS	0.000%	(I)
ALL INTEREXCHANGE CARRIERS/RESELLERS	0.000%	(I)

The above charges will be recomputed, using the same elements prescribed by the Commission:

- 1. Whenever any of the tax rates used in calculation of the surcharge are changed.
- 2. Whenever the utility makes effective any increased or decreased rates.
- c. And on March 31, 1971, and each year thereafter.

The above recalculations will be submitted to the Commission within 10 days after the occurrence of the event or date which occasions such recomputations; and that if the recomputed surcharge is less than the one in effect the Utility will, and if the recomputed surcharge is more than the one then in effect the Utility may submit the such recomputation a tariff or supplement to reflect such recomputed surcharge, the effective date which shall be 10 days after filing.

(C) Indicates Change (I) Indicates Increase

TDS Telecom/Deposit Telephone Company, Inc. SECTION 1 Second Revised Sheet 8 Cancels First Revised Sheet 8

## GENERAL REGULATIONS (cont'd)

#### ALLOWANCES FOR TELEPHONE SERVICE INTERRUPTIONS

The Telephone Company cannot guarantee the uninterrupted working of its services and facilities. In the event of an interruption, which is not due to the negligence or willful act of the customer, a credit in accordance with state rules will be provided at a minimum from the time the interruption is reported or detected by the company, whichever comes first.

#### NON-SUFFICIENT FUNDS (NSF)

A charge will be assessed when a customer's payment for service or deposit becomes dishonored, is not valid, or is rejected.

Non-Sufficient Funds Charge

Non-Recurring Rate \$15.00

Issued: August 31, 2018

(C) Indicates Change

Effective: October 3, 2018

TDS Telecom/Deposit Telephone Company, Inc. SECTION 1 Thirteenth Revised Sheet 9 Cancels Twelfth Revised Sheet 9

**APPROVED** 

# GENERAL REGULATIONS (cont'd)

# PROMOTIONAL SALES CAMPAIGN

The Telephone Company may, from time to time, offer a promotional sales campaign to its customers. The Promotional Offerings may be limited to certain dates, times, and/or locations, but will not have a duration of longer than six months in any rolling twelve (12) month period which commences as of the effective date of the filed promotion (multiple promotions can occur during this twelve-month period).

# **TDS Business Voice Bundle Promotion**

Beginning March 1, 2024, through August 31, 2024, qualifying business customers who subscribe to the TDS Business Voice Bundle for 24 months will receive the bundle and 6-Way Calling for \$17.99 per month. Qualifying business customers are defined as customers who are new or returning to the Company (establishes a new account) or customers who want to add a voice line to their service. The qualifying business customer must not have an outstanding debt with the Company. A contract will not be required and there will be no Early Termination Fee.

(C) Indicates Change