

**WISCONSIN TERMS OF SERVICE**

**TDS TELECOM**  
Wisconsin

Section 13  
Second Revised Contents Sheet 1  
Cancels First Revised Contents Sheet 1

(D)

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**RESALE SERVICES**

**CONTENTS**

	<u>Sheet</u>
13.1 Resale of Telecommunications Services at Retail Rates	1-10
A. General	1
B. Definitions	1-2
C. Regulations	2-5
D. Restrictions on the Resale of Telecommunications Service	5-6
E. Provision of Service to be Resold	7
F. Payments	7-8
G. Minimum Charges	8-9
H. Residential Retail Monitoring	9
I. Taxes and Surcharges	10
J. Exemption, Suspension or Modification	10
13.2 Resale of Local Services at Wholesale Rates	11-14
A. Applicability	11
B. Description of Service	11
C. Definitions	11
D. Terms and Conditions	12-14

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RESALE SERVICES

13.1 **RESALE OF TELECOMMUNICATIONS SERVICES AT RETAIL RATES**

A. General

- 1) The Company will not prohibit, and will not impose unreasonable or discriminatory conditions or limitations on, the resale of regulated telecommunications services.
- 2) Telecommunications services shall be available for resale in each exchange serving area wherever the requested telecommunications service is offered, subject to the availability of the service and existing facilities.
- 3) Upon purchasing telecommunications services for resale, the Customer of Record agrees to resell these services in accordance with rates, charges, rules and regulations included in the Company's tariff. All services purchased for resale may only be resold consistent with the terms and conditions provided to the Company's end user customers.

B. Definitions

1) Company

Company is synonymous with the utility named above.

2) Customer of Record

Customer of Record as used within this section of the tariff shall mean the party of a resale arrangement which contracts directly with the Company for the telecommunications services to be resold to End User Clients.

3) End User Clients

End User Clients as used within this section of the tariff shall mean the party of resale arrangement which contracts with a Customer of Record for the telecommunications services resold pursuant to the provision of this tariff.

4) Exchange Serving Area

The geographic area served by an exchange, as outlined by an exchange area boundary map, established for the administration of telecommunications services. It consists of one or more central offices and the associated plant used in furnishing telecommunications services within the area.

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RESALE SERVICES

13.1 **RESALE OF TELECOMMUNICATIONS SERVICES AT RETAIL RATES** (Cont'd)

B. Definitions (Cont'd)

5) Resale

Resale occurs when the Customer of Record subscribes to a telecommunications service for the purpose of selling such service to End User Clients for profit.

6) Telecommunications

“Telecommunications” means the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.

7) Telecommunications Service

“Telecommunications service” means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

C. Regulations

- 1) All applicable rates and charges for such service will be billed to the Customer of Record. The Company will not be responsible for the manner in which the user of services or charges are allocated to the End User Clients of Customers of Record who resell services.
- 2) The Company will only accept service order activity from the Customer of Record on resale arrangements. The Company will respond to repair and maintenance requests from the End User Clients of the Customer of Record, as negotiated between the Customer of Record and the Company. All applicable rates and charges for repair will be billed as negotiated between the Customer of Record and the Company.
- 3) The rates and charges for service which is resold shall be determined as provided in this tariff.
- 4) All other rules and regulations specified in other sections of the Company’s tariffs will apply.

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**RESALE SERVICES**

**13.1 RESALE OF TELECOMMUNICATIONS SERVICES AT RETAIL RATES (Cont'd)**

C. Regulations (Cont'd)

- 5) All usual and applicable Service Charges and Installation Charges as appropriately indicated in this and other Tariffs apply to the activation, move or change of service within the resale offering.
- 6) Directory listings for the End User Clients of Customers of Record who resell service will be provided at the rate for business additional listings.
- 7) It is the responsibility of the Customer of Record to provide information to the Company about the End User Client which is necessary for the updating of E911 or 911 databases, prior to specific End User Client activation.
- 8) The updating of Line Information Databases will be negotiated between the Customer of Record and the Company.
- 9) The direct provision of telecommunications services shall be to the Customer of Record, but nothing contained in this tariff or the resale arrangement shall be construed to inhibit, diminish or prohibit the Company from contacting End User Clients about the availability of the Company's service offerings, subject to Federal Communication Commission regulations.
- 10) End User Clients have the option of obtaining service directly from the Company at all times. The Company retains its rights to fulfill its obligations as a common carrier of telecommunications services, pursuant to the Company tariffs, Commission regulations, and local and federal laws.
- 11) Termination of Service
  - a) Customer of Record Initiated Termination

It is the responsibility of the Customer of Record of the resale arrangement to negotiate service for their End User Clients in the event of the voluntary termination of service. The Company must receive written notice from the Customer of Record of the resale service outlining their conversion of the service plan for their End User Clients. Written notice must be received by The Company no later than thirty (30) days prior to the planned termination service. The Company reserves the right to provide service directly to the End User Clients of the Customer of Record, at the applicable rates and charges set forth in other sections of the Company's tariff, in order to maintain their continuity of telecommunications service.

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RESALE SERVICES

13.1 **RESALE OF TELECOMMUNICATIONS SERVICES AT RETAIL RATES** (Cont'd)

C. Regulations (Cont'd)

11) Termination of Service (Cont'd)

b) Company Initiated Termination

Delinquency or failure to pay for services provided to a Customer of Record of resale arrangement will result in termination of service. In the event of termination of service for non-payment, all other provisions set forth in other portions of the Company tariff shall apply and the Customer of Record will be responsible for all outstanding charges. The Company reserves the right to provide service directly to the End User Clients of the Customer of Record, at the applicable rates and charges set forth in other portions of the Company tariff, in order to maintain their continuity of telecommunications services.

c) Any services which are resold and being used in violation of this tariff will be terminated pursuant PSC 165.052 procedures.

d) The Customers of Record must reapply for service, if their service has been terminated.

12) End User Client Reseller Selections

a) No Customer of Record shall submit or execute a change in the End User Client's selection of a provider of local exchange service except in accordance with such verification of order procedures as prescribed by the Federal Communications Commission and/or the Wisconsin Public Service Commission.

b) For any change in an End User Client's selection of a provider of local exchange service, a nonrecurring charge as set forth in the Company's tariff will be assessed to the Customer of Record.

c) If the Customer of Record requests a change in an End User Client's selection of a provider of local exchange service and the End User Client denies requesting the change, and the Customer of Record cannot substantiate the change, the Unauthorized Change Charge as set forth in this tariff will apply to the Customer of Record.

## WISCONSIN TERMS OF SERVICE

TDS TELECOM  
Wisconsin

Section 13  
First Revised Sheet 5  
Cancels Original Sheet 5

### RESALE SERVICES

#### 13.1 RESALE OF TELECOMMUNICATIONS SERVICES AT RETAIL RATES (Cont'd)

##### C. Regulations (Cont'd)

- 13) In those instances where the Company makes a repair visit to the End User Client's premises and the service difficulty is due to a condition in the End User Client's provided wire or equipment, applicable Company charges will apply and be billed the Customer of Record.
- 14) If the use of service interferes unreasonable with the service of other Customers, a Customer may be required to take service in sufficient quantity or of a different class or grade to alleviate the interference.

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##### D. Restrictions on the Resale of Telecommunications Services

- 1) Residential services may not be resold to business customers where there are differences in the prices of residential and business service.
- 2) Telecommunications services and network capacity provided to public institutional telecommunications users at a service discount cannot be resold, sold or otherwise transferred by those recipients in consideration for money or any other thing of value.
- 3) Uniquely rendered services, such as 911 emergency service, telecommunications relay service (TRS) and telecommunications devices for the deaf (TDD) are exempt from resale requirements.
- 4) ECC and business line and usage service within a local calling area cannot be used or resold as a substitute for access service.
- 5) Promotional, discounted or special packaged offerings are exempt from resale requirements.
- 6) Prohibit the application of resale to market trials. No resale obligation is triggered until the Company has begun offering a telecommunications service to the public on a regular basis after the trial period has expired.
- 7) Prohibit the resale of "grandfathered" services. A service is no longer available to the public, but continues to offer the service to a limited class of preexisting customers on a "grandfathered" basis, the services should no longer be required to be made available to resellers.
- 8) A CENTREX line cannot be resold as a single line product.
- 9) A CENTREX line cannot be used or resold as a substitute for Feature Group B access service.
- 10) Customers of Record are required to be Certified as a Telecommunications Reseller by the Public Service Commission of Wisconsin. The Customer of Record must provide the Company with a copy of the Certification prior to receiving service from the Company.

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**RESALE SERVICES**

**13.1 RESALE OF TELECOMMUNICATIONS SERVICES AT RETAIL RATES** (Cont'd)

D. Restrictions on the Resale of Telecommunications Services (Cont'd)

- 11) Customers of Record who resell services shall indemnify, defend and save the Company harmless against any and all claims which may arise from or in connection with such resale including, but not limited to, claims for libel, slander, infringement of copyright, trademarks or patents, claims for injuries to persons or property damage in connection with the Company's services, arising out of any act of omission of the Customer of Record or End User Client in connection with facilities provided by the Company or the Customer of Record or End User Client, claims for interruption of or deficiencies, failures or errors in service and any consequences thereof and claims arising from mistakes in or omissions of directory listings, including but not limited to reasonable attorneys fees and disbursements. Such Customers of Record shall provide at their expense and keep in full force and effect a policy of adequate insurance covering the indemnification provision above, and such policy shall name the Company as an additional insured.
- 12) The Company shall not be required to sell service where the proposed use of the service or facilities could injuriously affect the efficient use of the Company's plant, property or service.
- 13) The offer of service by a Customer of Record who resells must include the following provision: "The offering of this service is subject to the rules and regulations of Farmers Telephone Company."
- 14) Except as otherwise provided herein, the Company holds all rights to telephone numbers assigned to its network. The Company may change such number assignment as needed. The Customer of Record and its End User Clients have no ownership of the numbers, subject to Federal Communications Commission and Public Service Commission rules.  
  
An End User Client who changes service providers while remaining connected to the same Company port may retain the same telephone number following the change.
- 15) Every Customer of Record purchasing service from the Company must abide by Privacy Considerations as provided by federal or state law and/or Public Service Commission rules.
- 16) Other reasonable conditions or limitations on the resale of telecommunications services may be imposed as appropriate.

**WISCONSIN TERMS OF SERVICE**

**TDS TELECOM**  
Wisconsin

Section 13  
Original Sheet 7

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**RESALE SERVICES**

**13.2 RESALE OF TELECOMMUNICATIONS SERVICES AT RETAIL RATES (Cont'd)**

**E. Provision of Service to be Resold**

- 1) Business rates apply to End User Clients service furnished:
  - a) In office buildings, stores, factories and all other places of a business nature.
  - b) In hotels, apartment houses, clubs and boarding and rooming houses except when all stations are within the End User Client's domestic establishment and no business listings are provided; colleges, hospitals and other institutions, except when the station is located in a patient's room; and in churches except when the station is located in a member of the clergy's study.
  - c) At any location when the Company or other Directory listing indicates a business or a profession.
  - d) At any location where the substantial use of the service is occupational rather than domestic.
- 2) Residence rates apply to End User Client service furnished in any part of an End User Client's home or apartment.
- 3) All coin telecommunications service is classified as business service regardless of the location.
- 4) The Company may have access to an End User Client's property during normal working hours, or other hours in the event of an emergency, to inspect, remove or repair its equipment or facilities.

**F. Payments**

- 1) Charges for services are payable monthly in advance and, except where otherwise provided in this tariff, all other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at the address shown on the bill.
- 2) If an objection to an item or items appearing on a bill is not received by the Company within two months after such bill is rendered, all items and charges appearing thereon shall be determined to be correct and binding upon the Customer of Record. A bill will not be deemed correct and binding upon the Customer of Record if either the Company or the Customer of Record has records to substantiate the objection.

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RESALE SERVICES

13.1 RESALE OF TELECOMMUNICATIONS SERVICES AT RETAIL RATES (Cont'd)

F. Payments (Cont'd)

- 3) The Company reserves the right to require an advance payment from Customer of Records. Advance payments are applied to the Customer of Records' charges.
- 4) A Customer of Record may be required to make a deposit. The need for a deposit is based on an existing Customer of Record's payment history with the Company. A deposit may also be required when a new Customer of Record requests service, pursuant to PSC 165.051 procedures.
- 5) Subject to state and federal law, the Company reserves the right to refuse an application for service made by a present or former Customer of Record who is indebted to the Company for any telecommunications services previously furnished, until such indebtedness is satisfied. In the event the service is connected for a Customer of Record who is indebted to the Company for telecommunications services previously furnished, the service may be terminated by the Company.
- 6) The Customer of Record or End User Client must provide the necessary electric power where and when needed.

G. Minimum Charges

1) General

Unless otherwise stated, the minimum charge for any service is the monthly charge for that service. However, when service is disconnected in the middle of a monthly billing period (except the initial period), the Customer of Record will be charged only for the actual period of service.

The minimum charge for additional Directory listings is the charge for the duration of the Directory in which the listing is first effected, except in cases where the service is terminated by the Company, in which case the charge shall be for the actual period of service.

2) Cancellation or Charge of Application Prior to Establishment of Service.

If a Customer of Record requests service and then cancels the order before the Company has completed it, the Customer of Record shall pay the greater of any costs the Company has already incurred in connection with the order or the normal minimum charges.

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RESALE SERVICES

13.1 **RESALE OF TELECOMMUNICATIONS SERVICES AT RETAIL RATES** (Cont'd)

G. Minimum Charges (Cont'd)

- 3) Service charges as provided in the Company tariff, apply on a per End User Client order for all work or service to be provided at one time on the same premises, for the same End User Client.
- 4) The Company reserves the right to back-bill the Customer of Record that place unauthorized or improper orders. This charge will be based on the costs associated with correcting the error in the records and the service itself.
- 5) Customer of Record Change Charge

A Customer of Record Change Charge applies each time an End User Client changes Customer of Record. This charge is designed to cover administrative costs of changing Customer of Record in the billing systems and switching systems where needed. The receiving Customer of Record is assessed this charge. This change applies when moving from one customer of Record to another.

- 6) Unauthorized Order Charge

In the event an End User Client is changed from one service provider to another without the approval of the End User Client, the Customer of Record initiating the change shall be levied a charge per End User Client. The Customer of Record initiating the change shall have the onus of proving that the change was authorized by the End User Client.

H. Residential Retail Monitoring

The Company may review on a periodic basis a representative sample of residential service purchased by Customer of Record to establish authenticity as residential End User Clients. If the End User Client is found to be a business subscriber, the Customer of Record will be charged for all prior months' service differential for business service for that line and will be placed on business rates immediately.

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RESALE SERVICES

13.1 RESALE OF TELECOMMUNICATIONS SERVICES AT RETAIL RATES (Cont'd)

I) Taxes and Surcharges

The Customer of Record is responsible for collection and remitting to the proper tax authorities or fund administrator all state and federal taxes, universal service fund contributions and other taxes or surcharges applicable to End User Clients.

J) Exemption, Suspension or Modification

The Company has filed this tariff pursuant to the Public Service Commission of Wisconsin Order contained in a letter order dated May 17, 1996 for docket 05-TI-140. 47 U.S.C. 251 (f) provides for the Company to petition the Public Service Commission of Wisconsin for an exemption, suspension or modification of the application of 47 U.S.C. 251 (b) or (c), which contain the requirements concerning resale of telecommunications service by the Company. The filing of this tariff is not a waiver of any rights the Company has to petition for an exemption, suspension or modification of the resale of telecommunications services or any of the terms of this tariff. This tariff is conditioned on the Company's right to petition for any exemption, suspension or modification of resale of telecommunications service.

The filing of this tariff is not a waiver of any rights the Company may have under 47 U.S.C. 253 (f) or any other rights contained in Title 47 of the United States Code. The filing of this tariff is conditions on the Company's right to ask for considerations as contemplated in 47 U.S.C. 253 (f) or any other section contained in Title 47 of the United States Code.

**RESALE SERVICES**

**13.2 RESALE OF LOCAL SERVICES AT WHOLESALE RATES**

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A. Applicability

Local Exchange Resale Service is applicable to Resale Products and Services provided to Resellers who have an approved Certificate authorizing them to operate in the Company's serving area in the State of Wisconsin issued by the Public Service Commission of Wisconsin. Resale Service is provided subject to technical feasibility within the serving area.

B. Description of Service

Resale of the Company's Services is permitted within the Company's local exchange for the rates, terms, and conditions set forth in this Tariff.

The Company's Resale Products and Services must originate and terminate at an end user location, and cannot originate or terminate at an Interexchange Carrier Customer Designated Location.

C. Definitions

Competitive Local Exchange Carrier (CLEC) – The term CLEC refers to a facilities or non facilities based telecommunications provider that provides Local exchange telecommunications services, under the terms of a Certificate granted by the Wisconsin Public Service Commission, within the State of Wisconsin in service areas already serviced by an existing licensed basic local exchange carrier.

Certificate – A certificate, issued by the Public Service Commission of Wisconsin, authorizes qualified applicants to provide local exchange service based on managerial qualifications, financial resources and technical competence within the State of Wisconsin.

Reseller – A reseller is a telecommunications provider with an approved certificate that purchases services from an existing local exchange provider and in turn offers service to end user customers.

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## WISCONSIN TERMS OF SERVICE

TDS TELECOM  
Wisconsin

Section 13  
Original Sheet 12

### RESALE SERVICES

#### 13.2 RESALE OF LOCAL SERVICES AT WHOLESALE RATES (Continued)

##### D. Terms and Conditions

- 1) All terms and conditions relating to the individual service offerings, found elsewhere in this Tariff, are applicable under this Resale offering. In addition to these, the terms and conditions specified in this offering are also applicable.
- 2) All terms and conditions relating to the Company's service such as establishment and furnishing of services, deposit policies, payment for services and procedures for termination of service (described in Section 1) are also applicable. The Reseller is liable for all fraud associated with its end users and accounts. The Company takes no responsibility, will not investigate and will make no adjustments to the Reseller account in cases of fraud.
- 3) When ordering services, a Reseller must state that it holds a certificate granted by the Wisconsin Public Service Commission. The Reseller will be required to provide the Company with a copy upon request. The Reseller shall also provide the Company and the Company shall provide the Reseller with points of contact for order entry, problem resolution and repair of the Resold Services. A service address and due date must be specified for each Resale access line ordered.
- 4) The Reseller shall specify the Exchange Service ordered. Resale of Basic Exchange Service includes a basic white page listing (for residence) or basic yellow page listing (for business) in the directory published for the applicable local serving area. Additional listings will be furnished under the rules in Section 5 of this Tariff. The Reseller may not reserve blocks of telephone numbers.
- 5) All charges for local exchange services and any other services billed by the Company under tariff or contract, will be billed to the Reseller. The Reseller is responsible for billing and collecting these charges from its end users.
- 6) Provision of monthly billing to the Reseller does not include printed detail of local messages. This service will be made available on an Individual Case Basis.
- 7) The parties recognize that the Company has in effect billing and collection agreements with various interexchange carriers and billing clearing houses (B & C Customers") which allow end-user customers to order services such as internet and voice mail and pay for the services via their monthly billing statement from the Company. Currently the inter-exchange carriers' and billing clearing houses' customer billing systems do not have the means of differentiating Reseller's account data (telephone numbers) from the Company account data (telephone numbers). Until such time as these billing systems are modified to differentiate the data, the following shall apply:

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WISCONSIN TERMS OF SERVICE

TDS TELECOM  
Wisconsin

Section 13  
Original Sheet 13

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RESALE SERVICES

13.2 RESALE OF LOCAL SERVICES AT WHOLESALE RATES (Continued)

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D. Terms and Conditions (Continued)

7) (Continued)

- a) At Reseller's request, the Company and the Reseller shall work cooperatively to block these services and charges to the extent feasible.
- b) In instances where the Company is unable to block these type charges or distinguish charges to the Reseller's end-user customers from the Company's end-user customers, the Reseller shall pay for all services billed by the Company for its B&C Customers to the Reseller end-user accounts.
- c) The Reseller shall have the responsibility to render a billing statement to its end-user customers for these charges, and the Reseller shall pay the Company the charges regardless of whether the Reseller collects from its end-user customers.
- d) To the degree that the Reseller desires to limit these services and charges, the Reseller shall place appropriate prohibitions in their end-user customer service agreements and shall be responsible for enforcement of such prohibitions.

8) All local exchange distribution facilities including, but not limited to the network interface device on the Reseller's customer's premises, shall remain the sole property of the Company. Both parties acknowledge that the inside wiring located in the Reseller's customer premises is not the property of the Company and is not the responsibility of the Company.

9) The Company will provide routine outside plant maintenance, testing and repair of the resold facilities. The Company will not, however, initiate a maintenance call or take action in response to a trouble report until such time as trouble is reported to the Company by the Reseller. The Reseller shall provide the Company information necessary for the installation, repair, maintenance and post-installation servicing of any Resale Services in a timely manner and according to standard procedures.

10) The Reseller agrees to have its end-user customers provide full and unrestricted access to the premises of the Reseller's end-user customers for any installation, maintenance and repair services to be provided by the Company under this Agreement.

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WISCONSIN TERMS OF SERVICE

TDS TELECOM  
Wisconsin

Section 13  
Original Sheet 14

RESALE SERVICES

13.2 RESALE OF LOCAL SERVICES AT WHOLESALE RATES (Continued)

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D. Terms and Conditions (Continued)

- 11) The Reseller must provide the Company with a number for referral of the Reseller's customers. The Company will refer to the Reseller all inquiries or other calls from the Reseller's customers.
- 12) The Reseller is responsible for providing complete, accurate and timely information regarding changes to customer information affecting Company information and/or databases associated with Enhanced 9-1-1 Directory Assistance and InterLATA Carrier of Choice. The Company is not liable for mistakes that appear in the end user listings, E9-1-1 and Directory Assistance databases.
- 13) Resellers are responsible for the collection of all applicable surcharges and taxes mandated by the State of Wisconsin, as well as the applicable Federal end-user charges mandated by the Federal Communications Commission (FCC).
- 14) CLEC's may not, without the Company's written authorization, offer Resale of Local Exchange Services under any of the brand names of the Company or any of its affiliates, nor may any CLEC or state imply that there is any joint business association or any similar arrangement with the Company in the provision of telecommunications services to the CLEC's customers.
- 15) Prior to submitting an order, a Reseller must have obtained and have in its possession a documented letter of agency for each end user with respect to whose location the Reseller requests the Company to disconnect services of any telecommunication carrier and install a Resale service to the Reseller. The Reseller must retain all Documentation of Authorization on file, which shall be available for inspection during normal business hours.
- 16) Resale Products and Services are available in the Company's serving areas except where prohibited by technological or economical limitations.
- 17) Resellers may not resell a service purchased at a rate intended for residential customers to business customers for that service if the rate for business customers is higher than the rate for residential services. This restriction applies uniformly to the tariffed retail categories of local exchange services of the Company (e.g. residential, business, Centrex, PBX, multiline business, ISDN etc.) End user resale services (e.g., Discount Calling Plans, etc.) must be ordered on an individual end user basis and cannot be aggregated.

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TDS TELECOM  
Wisconsin

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**RESALE SERVICES**

**13.3 RESELLER OR OTHER COMMON CARRIER USE OF EXTENDED AREA SERVICE (EAS) FACILITIES**

(N)

A. General

- 1) A Reseller or Other Common Carrier (OCC) that originates or terminates toll calls through the Company's EAS facilities are subject to charges.

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