

**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

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<p><b>PUBLIC UTILITY COMMISSION OF TEXAS</b>  <b>EFFECTIVE</b>          March 6, 2016 <u>Tariff No. 45657</u>          TARIFF CLERK</p>
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By: Justin Haynes  
Title: Chairman and CEO

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**APPLYING TO ALL CUSTOMERS' CONTRACTS**

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By: Mr. Justin Haynes  
Title: President

<p><b>PUBLIC UTILITY COMMISSION OF TEXAS</b> <b>APPROVED</b> OCT 07, '08    CONTROL# <u>DKT. NO. 36112</u> TARIFF CLERK</p>
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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**I. APPLICATION OF TARIFF**

The rules and regulations contained in this Section apply to the services and facilities provided by the Company in the State of Texas. These rules and regulations are in addition to those contained in the Switched and Special Access Service Tariff, Long Distance Message Telecommunications Service Tariff, the Wide Area Telecommunications Tariff and the Private Line Services and Channels Tariff. When services and facilities are provided in part by the Company and in part by other connecting companies, the regulations of the Company apply to the portion of the services or facilities furnished by the Company. Failure on the part of the customer to observe these rules and regulations after due notice of such failure, automatically gives the Company the right to discontinue service to that customer.

The regulations covering the connection of equipment, accessories or facilities provided and maintained by the customer are contained in other sections of this tariff.

- A. In the event of a conflict between any rate, rule, regulation or provision contained in this tariff and any rate, rule, regulation or provision contained in the tariffs of Companies' in which the Company concurs, the rate, rule, regulation or provision contained in this tariff shall prevail.
- B. This Tariff cancels and supersedes all other tariffs of the Company issued and effective prior to the effective date shown on the individual sheets of this tariff.
- C. Should there be any conflict between this tariff and the Rules and Regulations of the Public Utility Commission of Texas (the Commission), the Commission's rules shall apply unless otherwise established by the courts.

**II. AVAILABILITY OF FACILITIES**

The Company's obligation to furnish, or continue to furnish, telecommunications service is dependent upon its ability to obtain, retain, and maintain, without unreasonable expense, suitable rights-of-way and facilities, and to provide for the installation of those facilities required to furnish and maintain that service.

By: Mr. Justin Haynes  
Title: President

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**III. CUSTOMER SERVICE AND PROTECTION**

This part of the Rules and Regulations Section of the tariff provides information to telephone consumers about: resolving disputes with the Company, applying for service, the classification of business and residential rates, deposits, billing, refusal of service, disconnection of service and cancellation of service. The rules set forth below summarize Sections 26.23, 26.24, 26.25, 26.27, 26.28 and 26.30 of the Public Utility Commission Substantive Rules. Please refer to the Substantive Rules for additional details concerning these provisions. A complete copy of the Substantive Rules will be available for review upon request.

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**A. Resolution of Disputes**

A customer may file a complaint, by letter or by telephone, with the Company and within twenty-one (21) days, the Company will investigate and advise the customer of its response. Complaints forwarded to the Company by the Public Utility Commission (PUC) will be investigated and responded to in writing to the PUC within 21 days of receipt.

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In addition, any customer or applicant for service who is not satisfied with the Company's response to a complaint against any Company action or determination under the Commission's customer service rules shall be given an opportunity for a supervisory review by the Company. If the Company is unable to provide a supervisory review immediately after a customer requests one, the Company shall arrange a review at the earliest possible date. Service shall not be disconnected pending completion of the review, but if the customer chooses not to participate in the review or fails to make arrangements for a review to take place within five days after requesting it, the Company may disconnect service provided notice has been issued under standard disconnect procedures. Any customer who is dissatisfied with the Company's review shall be informed of his right to file a complaint and/or request a hearing before the appropriate municipal regulatory body or the Public Utility Commission of Texas, whichever is applicable. The results of the supervisory review must be provided in writing to the customer within ten (10) days of the review, if requested.

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**By: Mr. Justin Haynes**  
**Title: President**

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**B. Application for Service**

Application for service, or requests from customers for additional service or changes in the grade or class of service become contracts when received by the Company and are subject to the minimum contract term of one month unless specified otherwise. The Company reserves the right to require application for service to be made in writing on forms supplied by it.

Any general change in rates, rules or regulations modifies the terms of the contract to the extent of such change without further notice. However, if rates are increased, the customer may cancel his contract upon reasonable written notice and upon payment for all service and any contractual liability.

**C. Refusal of Service**

**1. Compliance by Applicant**

The Company may decline to serve an applicant until such applicant has complied with the state and municipal regulations and the Company-approved rules and regulations on file with the Commission governing the service applied for or for the following reasons:

- a. The applicant's installation, power supply or equipment is known to be inadequate, hazardous or of such character that satisfactory service cannot be provided; T
- b. The applicant fails to comply with the Company's tariffs pertaining to operation of nonstandard equipment, power supply, or unauthorized attachments which interfere with the service of others. The Company will provide the applicant notice of refusal and allow the applicant a reasonable amount of time to comply with the Company's tariffs. T

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**C. Refusal of Service (Continued)**

**1. Compliance by Applicant (Continued)**

- c. The applicant has acted as a guarantor for another customer and fails to pay the guaranteed amount, where such guarantee was made in writing to the utility and was a condition of service;
- d. The applicant applies for service at a location where another customer received, or continues to receive, service and the utility bill is unpaid at that location and the utility can prove that the change in identity is made to avoid or evade payment of the Company bill. An applicant may request a supervisory review if the Company determines that the applicant intends to deceive the utility and refuses to provide service;
- e. Except as provided in Section 1, subsection V, of this tariff describing Prepaid Local Telephone Service, service may be refused, if the applicant for nonresidential service owes a debt to any utility for the same kind of service as that applied for, including long distance charges for nonresidential applicants where a provider of basic local telephone service bills those charges to the customer pursuant to its tariffs. If the applicant's indebtedness is in dispute, the applicant will be provided service upon complying with the Company deposit requirements. Payment of long distance charges is not a condition of local exchange service for residential applicants; and
- f. The applicant refuses to make a deposit if required under these rules.

**2. Applicant's Recourse**

In the event that the Company refuses to serve an applicant under the provisions of these rules, the Company must inform the applicant of the basis of its refusal and that the applicant may file a complaint with the Public Utility Commission of Texas. The Company will inform applicants eligible for Prepaid Local Telephone Service (PLTS), that PLTS service is available if they are not eligible for standard local telephone service.

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**By: Mr. Justin Haynes**  
**Title: President**

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**C. Refusal of Service (Continued)**

**3. Insufficient Grounds for Refusal to Serve**

The Company shall not refuse service to a present customer or applicant because of:

- a. delinquency in payment for service by a previous occupant of the premises to be served;
- b. failure to pay for any charges not included in the Company's tariffs; T
- c. failure to pay a bill to correct previous underbilling due to misapplication of rates of more than six months prior to the date of application unless the underbilling is a result of theft of service; T D
- d. failure to pay a bill of another customer as guarantor thereof, unless the guarantee was made in writing to the Company as a condition precedent to service; T
- e. failure to pay a bill of another customer at the same address except where the change of customer identity is made to avoid or evade payment of a telephone bill; and T
- f. failure of a residential applicant to pay for long distance charges. N

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**D. Application Of Business Or Residence Rates**

1. Business rates apply at the following locations:
  - a. in offices, stores, factories, and all other places of a strictly business nature;
  - b. in boarding houses (except as noted below), offices of hotels, halls and offices of apartment buildings, quarters occupied by clubs, or lodges, public, private or parochial schools, colleges, hospitals, libraries, churches, and other similar institutions, except in churches and lodges as specified below;
  - c. at residence locations when the customer has no regular business telephone, and the use of the service either by himself, members of his household or his guests, or parties calling him can be considered as more of a business than a residential nature. This fact might be indicated by some form of advertising, or when such business use is not typically characteristic of residential telephones usage and occurs during times when, in compliance with the law or established custom, business places are ordinarily closed;
  - d. at a residence where an office is maintained within the premises or where an office, shop or other place of business is adjacent to the residential premises with a connecting door or other opening between the two, or where the residence serves as a headquarters for a commercial, institutional or professional pursuit;
  - e. in college fraternity houses where the members lodge within the house; and/or
  - f. at any location where the location and expected usage of telephone service at that location are indicative of a business, trade or profession.

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**D. Application of Business or Residence Rates (Continued)**

2. Residence rates apply at the following locations:
  - a. in a private residence where business listings are not provided;
  - b. in private apartments of hotels, rooming houses or boarding houses where service is confined to the customer's use and which are not advertised as a place of business;
  - c. in the place of residence of a clergyman, physician, nurse or other medical practitioner, provided the office is located in their residence and is not a part of an office building. In any such cases, the listing may indicate the customer's profession, but only in connection with an individual name. If listings of firms or partnerships, etc., or additional listings of persons not residing in the same household are desired, business rates apply;
  - d. in a private stable or garage when strictly a part of a domestic establishment;
  - e. in churches where the service is not accessible for public use as in a clergyman's study; and/or
  - f. in fire department dormitories or sleeping quarters where the telephone number is not published, and the telephone is not available for use by the general public.

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**E. Advance Payments**

When making application for service, the applicant may be required to pay, at the time the application is accepted, the service connection charge, if applicable, and the first month's charges for exchange service, excluding charges for local messages in excess of the monthly guarantee. This provision does not apply if a deposit is collected. In all cases, the regular monthly charges for service are payable as specified in the Local Exchange Tariff. The provisions of this paragraph affect the initial payment only and not the subsequent billing and collecting practices as elsewhere provided in this tariff.

**F. Deposits**

The following provisions summarize the principal features of the Commission's Substantive Rules on deposits. Section 26.24 of the Commission's rules provides additional details concerning this provision. Customers who are required to provide an initial deposit in order to receive service will be provided information about the deposits requirements.

1. Requirements for Permanent Residential Applicants

- a. The Company may require a residential applicant for service to establish satisfactory credit, but establishment of credit shall not relieve the customer from complying with rules for prompt payment of bills. Credit worthiness established by spouses during the last twelve (12) months of shared service shall be applied equally for twelve (12) months immediately following divorce to a spouse or former spouse who shared the service. Credit history maintained by one must be applied equally to the other without modification and without additional qualifications not required of the other.

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**F. Deposits (Continued)**

- b. Subject to the following conditions, a residential applicant shall not be required to pay a deposit:
  - 1) if the residential applicant has been a customer of any utility for the same kind of service within the last two years and is not delinquent in payment of any such telephone service account and during the last twelve (12) consecutive months of service did not have more than one occasion in which a bill for such service was paid after becoming delinquent and never had service disconnected for nonpayment;
  - 2) if the residential applicant furnishes in writing a satisfactory guarantee for the amount of the required deposit to secure payment of bills for the service requested; and/or
  - 3) if the residential applicant demonstrates a satisfactory credit rating by appropriate means including, but not limited to, the production of generally acceptable credit cards, letters of reference, and the names of credit references which may be quickly and inexpensively contacted by the Company, or ownership of substantial equity.
- c. The Company may require an initial deposit from residential customers if:
  - 1) the customer has on more than one occasion during the last twelve (12) consecutive months of service been delinquent in paying a bill for telephone service; or
  - 2) the customer's service was disconnected for nonpayment.
- d. Alternatively, the customer may furnish a satisfactory written guarantee to secure payment of bill in lieu of a cash deposit.

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**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**F. Deposits (Continued)**

**2. Requirements for Commercial and Industrial Service Customers**

If the credit of a commercial or industrial applicant for service has not been satisfactorily established to the Company, the applicant may be required to make a deposit.

**3. Reestablishment of Credit**

An applicant who had previously been a customer of the Company and whose service had been discontinued for nonpayment of bills shall be required, before service is rendered, to pay all amounts due the Company, or execute a deferred payment agreement, if offered, to reestablish credit.

**4. Amount of Deposit and Interest for Permanent Residential, Commercial and Industrial Service and Exemption from Deposit**

**a. Initial Deposit** - The required deposit shall not exceed an amount equivalent to one-sixth (1/6) of the estimated annual billings except as provided by Prepaid Local Telephone Service (Sec. 1, V.). The estimate of billings for residential customers and applicants may include only charges in the Company tariffs but may not include estimated billings from long distance charges. The deposit amount for nonresidential customers and applicants may include estimated billings from long distance charges only where the Company bills those charges to the customer.

In determining the amount of any deposit permitted by this section, no revenue from non-tariffed products or services may be used.

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**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**F. Deposits (Continued)**

b. Additional Deposit Requirements

- 1) During the first twelve (12) months of service, if actual usage is three times estimated usage (or three times average usage of most recent three bills) and current usage exceeds \$150 and 150% of the security held, a new deposit requirement may be calculated. The Company may require an additional deposit to be made within ten (10) days after issuance of written notice of termination and requested additional deposit. In lieu of the additional deposit, the customer may elect to pay the current usage within ten (10) days after issuance of written notice of termination and requested additional deposit.
- 2) Commercial Service - If actual billings are at least twice the amount of the estimated billings, and a suspension notice has been issued on a bill within the previous twelve (12) month period, a new deposit may be required to be made within ten (10) days after issuance of written notice of termination and requested additional deposit. T
- 3) Residential Service - If actual billings are at least twice the amount of the estimated billings after two billing periods, and a suspension notice has been issued on a bill within the previous twelve (12) month period, a new deposit may be required to be made within ten (10) days after issuance of written notice of termination and requested additional deposit. In lieu of additional deposit, the customer may elect to pay the current bill by the due date of the bill, provided the customer has not exercised this option in the previous twelve (12) months. T

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**F. Deposits (Continued)**

- c. In determining the amount of any deposit permitted in this tariff, no revenue from estimated telephone directory advertising will be used.
- d. Interest on Deposits - On deposits required from customers, the Company shall pay a minimum interest on such deposits at an annual rate. The amount of interest to be paid on deposits will be established by the Commission on an annual basis in accordance with statutory requirements. The applicable statute is Tex. Rev. Civ. Stat. Ann. art. 1440a (Vernon 1989). The current rate is established by the Commission annually in December for the following year and is reflected in the Order Setting Interest Rates included in this tariff.
  - 1) Payment of the interest to the customer shall be annually if requested by the customer or at the time the deposit is returned or credited to the customer's account.
  - 2) The deposit shall earn interest from the date paid and shall cease to draw interest on the date it is returned or credited to the customer's account.

5. Applicants for Permanent Residential Service Who are Sixty-five (65) Years of Age or Older

All such applicants will be considered as having established credit if the applicant does not have an outstanding account balance with the Company or another utility for the same service which accrued within the last two years. No cash deposit shall be required of such applicant under these conditions.

By: Mr. Justin Haynes  
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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**F. Deposits (Continued)**

6. Refund of Deposit

- a. If service is not connected or after disconnection of service, the Company shall promptly and automatically refund the customer's deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one premises to another within the service area of the Company shall not be deemed a disconnection within the meaning of these rules, and no additional deposit may be demanded unless in accordance with these rules.
- b. When the customer has paid bills for service for twelve (12) consecutive residential billings or for twenty-four (24) consecutive commercial or industrial billings without having service disconnected for nonpayment and without having more than two occasions on which a bill was delinquent, and when the customer is not delinquent in the payment of current bills, the Company shall promptly and automatically refund the deposit plus accrued interest to the customer in the form of cash or credit to a customer's bill or void the guarantee. If the customer does not meet these refund criteria, the deposit and interest may be retained.

7. Deposit Not to Affect Regular Collection Practices

The fact that a deposit has been made shall in no way relieve the applicant or subscriber from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation, nor constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for nonpayment of any sum due the Company for services rendered. The Company may discontinue service to any subscriber failing to pay current bills without regard to the fact that such subscriber has made a deposit with the Company.

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**G. Order of Precedence for Establishing Service**

Applications for service in a particular exchange will be completed in accordance with the chronological order of receipt and depending upon the availability of facilities. Where facilities are limited, the following order of precedence shall apply:

1. Application for new business service shall be given priority over applications for residence service.
2. All others.

**H. Billing and Payment For Service**

1. The customer is responsible for payment of all charges for services furnished, including charges for service originated or accepted at his access line. In addition, the customer is responsible for any charges which may be applicable to a guarantee of deposit as provided in Subparagraph F.1.b.2., above.
2. Disputed Bills

In the event of a dispute between a customer and the Company over any bill for utility service, the Company shall make an appropriate investigation and report the results to the customer. In the event the dispute is not resolved, the Company shall inform the customer of the Public Utility Commission's complaint procedures.

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Title: President

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**H. Billing and Payment for Service (Continued)**

3. The customer shall pay all charges for monthly service in advance. Payment is due on or before the due date which is sixteen (16) days after issuance of the bill. The postmark, if any, on the envelope of the bill, or the issuance date on the bill, if there is no postmark on the envelope, shall constitute proof of the date of issuance. If the bill is not paid by the due date, the Company may discontinue service ten (10) days after written notice has been sent to the customer in accordance with Paragraph 23.45(a) and 23.46(a) of the Commission's Substantive Rules.
4. If a residential customer expresses an inability to pay all of his or her bill and has not been issued more than two termination notices at any time during the preceding twelve (12) months, the customer may enter into a deferred payment plan with the Company in accordance with Paragraph 23.45 of the Commission's Substantive Rules.
5. A one-time penalty not to exceed five (5) percent may be applied to delinquent commercial or industrial bills. The one-time penalty shall not apply to residential bills. The penalty may not be applied to any balance to which the penalty was applied in a previous billing and shall only apply on undisputed amounts or if the dispute is resolved in favor of the Company.
6. Any applicant or one for whom an application is made, owing the Company for service furnished under a former contract, shall pay or make satisfactory arrangements for paying any bill outstanding and unpaid before any additional service will be furnished.

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**H. Billing and Payment for Service (Continued)**

7. Adjustment of Charges - If billings for telephone service are found to differ from the Company's lawful rates for the services purchased by the customer, the Company shall calculate a billing adjustment. If the customer was overcharged, the Company will refund all overcharges.

If the customer was undercharged, the Company may back bill the customer for a period not to exceed six (6) months, unless the underbilling is a result of theft of service. Service may not be disconnected, except in cases of theft of service, for charges incurred six months prior to the date the Company initially notifies the customer of the amount of undercharge and the total additional amount that will be due. If the underbilling is \$50.00 or more, the Company shall offer such customer a deferred payment plan option, for the same length of time as that of the underbilling, except for theft of service.

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Overbillings that are not adjusted by the Company within three billing cycles of the bill in error shall accrue interest from the date of payment unless the utility chooses to provide interest to all of its affected customers from the date of the bill in error. The interest rate shall be established annually by the Commission in December for the following year in accordance with the Public Utility Commission's Substantive Rules.

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8. Adjustments of Charges for Service Interruptions

In the event a customer's service is interrupted other than by the negligence or willful act of the customer and remains out of order for twenty-four (24) hours or longer after access to the premises is made available and after the customer reports to the Company that the service is out of order, the Company shall make an appropriate adjustment to the customer's bill.

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9. Partial Payments

Upon receiving a partial payment from a residential customer, the Company will allocate payment first to basic local telephone service. Basic local service, if combined into a bundled package and subscribed to by a customer, will be charged the stand-alone rate according to Company tariffs.

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Title: President

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**H. Billing and Payment for Service (Continued)**

10. Company-Initiated Toll Blocking

The Company will block a residential customer's access to long distance services at the request and expense of a long distance carrier due to the nonpayment of long distance charges. The charge to the long distance carrier will be not more than \$10.00 for one-time installation and will be not more than \$1.50 per month.

Where technically capable, the Company will provide toll blocking to allow the residential customer access to toll-free numbers. The Company will not apply toll blocking in an unreasonably preferential, prejudicial, or discriminatory manner. The Company will notify the customer within 24 hours of initiating toll block.

**I. Notice to Governmental Entities Regarding Texas Prompt Payment Act**

Non-residential customers who are governmental entities under the Texas Prompt Payment Act (TPPA), Chapter 2251 Title 10 General Government, Texas Government Code Annotated, are responsible for notifying the Company of their status. TPPA provisions apply to these customers with regard to overdue payment, interest due on overdue payment and certain exceptions as specified in the statute.

**PUBLIC UTILITY COMMISSION OF TEXAS  
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MAR 10' 2011 CONTROL# DKT. NO. 39149  
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By: Mr. Justin Haynes  
Title: President

**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**I. Discontinuance of Service**

1. Discontinuance with notice.

Proper notice consists of a separate mailing or hand delivery at least ten (10) days prior to the stated date of disconnection, with the words "termination notice" or similar language prominently displayed on the notice. If mailed, the cutoff day may not fall on a holiday or weekend but on the next work day after the tenth day.

Notices for residential customers will indicate the specific amount owed for tariffed local telephone services for which payment is required in order to maintain basic local telephone service. The notice will include the customer's right to receive basic local telephone service without entering Prepaid Local Telephone Service if the customer does not owe for basic local service.

Notices will include a statement notifying customers that if they need assistance paying their bill, or are ill and unable to pay their bill, they should contact the Company where they may be able to arrange an alternative payment method or establish a deferred payment plan.

Telephone service may be disconnected after proper notice for any of the following reasons:

- a. failure to pay a delinquent account for telephone service or failure to comply with the terms of a deferred payment agreement (the customer has neither paid a bill nor agreed to a deferred payment plan within twenty-six (26) days from the bill's date of issuance), except as provided in Prepaid Local Telephone Service;
- b. violations of the Company's rules pertaining to the use of service in a manner which interferes with the service of others or relating to the operation of nonstandard provided equipment, if a reasonable attempt has been made to notify the customer, and the customer has been afforded a reasonable opportunity to remedy the situation;

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**I. Discontinuance of Service (Continued)**

1. Discontinuance with notice (Continued)

- c. failure to pay charges arising from an underbilling or comply with the Company's deposit or guarantee arrangements in accordance with Part III., Paragraph F., preceding;
- d. failure to pay a bill for charges that are in the Company's tariffs, including long distance charges for nonresidential customers only where the Company bills those charges to the customer pursuant to Company tariffs, or make deferred payment arrangements by the date of suspension or disconnection; and/or
- e. avoidance of toll blocking by incurring long distance charges after toll blocking was implemented by the Company due to nonpayment of long distance charges.

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2. Telephone service may be disconnected without notice under either of the following conditions:

- a. a known dangerous condition exists; or
- b. service is connected without authority by a person who has not applied for service or who has reconnected service without authority or service was reconnected after termination for nonpayment; or
- c. instances of tampering with Company equipment, evidence of theft of service, or other acts to defraud the Company.

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**I. Discontinuance of Service (Continued)**

3. The Company may not disconnect service for any of the following reasons:
- a. failure to pay for any charges not included in the Company's tariffs;
  - b. failure to pay for a different type or class of telephone service unless charges were included on the bill at the time service was initiated;
  - c. failure to pay the account of another customer as guarantor thereof, unless the Company has in writing the guarantee as a condition precedent to service;
  - d. failure to pay charges arising from an underbilling resulting from any misapplication of rates more than six months prior to the current billing, except for theft of service;
  - e. failure to pay disputed or unauthorized charges until a determination is made on the accuracy of the charges;
  - f. failure of a residential customer to pay long distance charges; or
  - g. where a delinquent customer at a permanent residence has established that such action will prevent the customer from summoning emergency medical help for someone seriously ill residing at that residence and the customer has complied with the following:
    - (1) Each time a customer seeks to avoid suspension or disconnection of service under this subsection, the customer before the date of suspension or disconnection must:
      - (a) have the person's attending physician (the term "physician" means any public health official, including, but not limited to, medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official)

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Title: President

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**I. Discontinuance of Service (Continued)**

**3. The Company may not disconnect service for any of the following reasons:**  
(Continued)

contact the Company by the stated date of disconnection;

(b) have the person's attending physician submit a written statement to the Company; and

(c) enter into a deferred payment plan.

The prohibition against suspension or disconnection is effective sixty-three (63) days from the issuance of the Company's bill or a shorter period agreed upon by the Company and the customer or physician.

**4. Disconnection on holidays or weekend.**

Unless a dangerous condition exists, or unless the customer requests disconnection, service shall not be disconnected on a day, or on a day immediately preceding a day, when Company personnel are not available to the public for the purpose of making collections and reconnecting service.

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Title: President

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**I. Discontinuance of Service (Continued)**

5. Disconnection due to abandonment.

The Company may not abandon a customer or a certificated service area without written notice to its customers therein and all similar neighboring companies, and without approval from the Commission.

6. Collection costs.

The customer is responsible for all collection costs, including attorney's fees, incurred by the Company as a result of any breach of contract by the customer.

7. Disputes.

In the event of a dispute between a customer and the Company, the Company shall not disconnect service pending completion of a supervisory review of the dispute as provided in Part III., Paragraph A., above.

**J. Cancellation of Application For Basic Service**

When the customer cancels an application for service prior to the start of installation of service, or prior to the start of special construction, no charge applies.

When installation of service has been started prior to the cancellation, a cancellation charge equal to the minimum service charge shall apply.

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Title: President

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**III. CUSTOMER SERVICE AND PROTECTION (Continued)**

**J. Cancellation of Application for Basic Service (Continued)**

Where special construction has been started prior to the cancellation, a charge equal to the cost incurred in the special construction, less net salvage, applies. Installation or special construction for a customer is considered to have started when the Company incurs any expense in connection with the installation which would not otherwise have been incurred.

**K. Termination of Service**

The customer may terminate service prior to the expiration of the initial contract period after giving notice to the Company, and after payment of the termination charges given below, in addition to all charges due for service which has been furnished.

1. In the case of service for which the initial contract period is one month, the charges are due for the balance of the initial month.
2. Service may be terminated after the expiration of the initial contract period after notifying the Company and payment of charges due to the date of termination of the service as provided elsewhere in this tariff.

By: Mr. Justin Haynes  
Title: President

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**IV. USE OF SERVICE AND FACILITIES**

**A. Use of Service**

1. Local exchange telephone service, as distinguished from pay telephone access service, is furnished only for use by the customer, his family, employees or business associates, or persons residing in the customer's household, except as the use of customer service may be extended to guests of a Hotel-Motel. The Company has the right to refuse to install customer service or to permit such service to remain on the premises of a public character, when the service is so located that the public in general or patrons of the customer may make use of the service. At such locations, however, customer service may be installed, provided the service is so located that it is not accessible for public use. T  
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2. The customer is responsible for payment of all charges incurred, regardless of whether such charges are associated with his usage, or that of any of his authorized users.
3. Local residence exchange service may not be resold or used to provide access to resold or shared customer premises key equipment. Local business exchange service may not be resold or used to provide access to resold or shared customer premises key or switching equipment, intraLATA Long Distance Message Telecommunications Service and intraLATA Wide Area Telecommunications Service.

By: Mr. Justin Haynes  
Title: President

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**IV. USE OF SERVICE AND FACILITIES (Continued)**

**A. Use of Service (Continued)**

4. Transmitting Messages - The Company does not transmit messages but offers the use of its facilities for communications between its customers.
5. Use of Lines of Other Companies - When suitable arrangements can be made, lines of other telephone companies may be used in establishing connections to points not reached by the Company's lines. In establishing connections with the lines of other companies, the Company is not responsible or liable for any action of the connecting company.
6. Unauthorized Attachments or Connections - No equipment, accessory, apparatus, circuit or device shall be attached to or connected with Company facilities except as provided in this Tariff. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, to suspend service during the continuance of said attachment or connection or to disconnect service. The customer shall be held responsible for the cost of correcting any impairment of service caused by the use of such attachments or connections and shall be billed for each service call made to his premises because of the use of such attachments or connections.

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Title: President

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**IV. USE OF SERVICE AND FACILITIES (Continued)**

**A. Use of Service (Continued)**

9. Except as otherwise provided in this Tariff, nothing herein shall be construed to permit the use of a device to interconnect any Company-owned line or channel with any other communications line or channel of the Company or of any other person. T
10. Use of Automatic Dial Announcing Devices T
- a. An automatic dial announcing device is any automatic equipment used for telephone solicitation or collection that plays a recorded message when a connection is completed to a telephone number. T  
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- b. The following requirements are imposed on the user of an automatic dial announcing device: T
- 1) the user shall obtain a permit from the Commission, and the Company may request a copy of such permit from the Commission; T
- 2) the device is not used for random number dialing or to dial numbers by successively increasing or decreasing integers and may not simultaneously engage two or more lines of a multi-line business; T  
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- 3) the message conveyed by the device, or a message delivered by a human, must deliver the message in a single language and state within the first 30 seconds the nature of the call and the name, address, and call-back telephone number other than the device number, of the person, company, or organization making the call unless the device is used for debt collection purposes in compliance with federal regulation, or there is a live operator for hold announcement purposes; T  
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By: Mr. Justin Haynes  
Title: President

<p><b>PUBLIC UTILITY COMMISSION OF TEXAS</b> <b>APPROVED</b> SEP 11, '02 CONTROL# <u>DKT. NO. 26437</u> TARIFF CLERK</p>
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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**IV. USE OF SERVICE AND FACILITIES (Continued)**

**A. Use of Service (Continued)**

- 9) If during a call, a cross-promotion or reference is made to any sponsor-provided service where the caller will incur a charge to place the call, the estimated time and rate must be stated. N  
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- c. Disconnection - The Company may disconnect or refuse to connect service to a person using or intending to use an automatic dial announcing device if it determines that the device is causing network harm. T  
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The Company shall disconnect service to a person upon a determination and notice by the Commission that the person is violating the rules set forth in this section. Where the Company receives Commission notice that a court or qualified agency has suspended a permit as allowed in state-issued licenses for failure to pay child support, the Company shall in these instances disconnect immediately. The Company may reconnect service to the person only upon a determination by the Commission that the person will comply with the Commission's rules as set forth in this section. |  
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Except for immediate disconnection as noted above, the Company shall give written notice, by mail or hand delivery, if practicable, to the person using the device of its intent to disconnect service not later than the third day before the date of the disconnection, except that if the device is causing network congestion or blockage, the notice may be given by telephone or hand delivery, if practicable, on the day before the date of disconnection. |  
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- d. Exception - These provisions do not apply to the use of an automatic dial announcing device when the call is used for an emergency or public service approved by a county's emergency management coordinator in the county where the call is received or where a public or private primary or secondary school system attempts to account for truant students. T  
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- e. Form and Fee - Anyone applying for a permit to use one or more automatic dial announcing devices shall use a Commission form and pay the required fee set by the Commission for each permit issued. N  
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- f. Complaints - The Company shall record and forward ADAD-related complaints to the Commission within three days of Company receipt and so inform the complainant |

By: Mr. Justin Haynes  
Title: President

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**IV. USE OF SERVICE AND FACILITIES (Continued)**

**B. Obligations of Customers**

1. Alterations - The customer agrees to notify the Company promptly in writing whenever alterations or new construction on premises owned or leased by him will necessitate changes in the Company's facilities, and the customer agrees to pay the Company's current costs for such changes.
2. Use of Commercial Power - Unless specifically provided otherwise in this tariff, when commercial power is used for the operation of customer provided premises equipment, the customer provides the necessary power wiring, power outlets and commercial power and assumes all responsibility for the safe condition of the power wiring, power outlets and commercial power.

**C. Rights of the Company**

1. Work Performed on an Overtime Basis - The charges specified in this Tariff do not contemplate work being performed by Company employees at a time when overtime wages apply due to the request of the customer. If the customer requests that overtime labor be performed, an additional charge, based on the additional costs involved, applies.
2. Work Interruption - The charges specified in this Tariff do not contemplate work once begun being interrupted by the customer. If the customer interrupts work once begun, an additional charge, based on the additional costs involved, applies.
3. Ownership - Any facilities on the customer's premises furnished by the Company shall be and remain the property of the Company, whose agents and employees have the right to enter said premises at any reasonable hour for the purpose of installing, terminating, inspecting, maintaining or repairing service, and making collections from pay telephones.

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Title: President

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**IV. USE OF SERVICE AND FACILITIES (Continued)**

**C. Rights of the Company (Continued)**

4. Impairment of Telephone Service - When the general telephone service to the public is impaired by a customer's use of telephone service, or service directly incident thereto, the Company shall have the right to require the customer to contract with the Company for such additional facilities as may be necessary in the Company's judgment to remove the cause of said impairment, or if the customer refuses this requirement or will not remedy the situation, to discontinue service completely.
5. Abandonment of Telephone Service - The Company may discontinue service which has been abandoned.
6. Abuse of Telephone Service - After giving the customer a reasonable opportunity to remedy the situation and after giving proper notice, the Company may discontinue service which is used:
  - a. in such a way that interferes with the service of other telephone users;
  - b. for any purpose other than as a means of communication;
  - c. to communicate profane or obscene language;
  - d. for a call or calls, anonymous or otherwise, if made in a manner which reasonably could be expected to frighten, abuse, torment or harass another;
  - e. in any fraudulent or unlawful manner;
  - f. in manner which violates any of the Company's lawful regulations; or
  - g. to obtain a customer's listed name, address or telephone number from Directory Assistance for any purpose other than to facilitate the making of a telephone call.

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Title: President

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**IV. USE OF SERVICE AND FACILITIES (Continued)**

**C. Rights of the Company (Continued)**

7. Telephone Directories - The Company normally publishes telephone directories annually.
  - a. Distribution - The Company distributes to its customers without charge such directory information as in its opinion is generally necessary for the efficient use of the service. Any additional directories or information requested by a customer will be furnished without additional charge if the Company agrees, that such provisions will make the customers use of telephone service more efficient. Other directories will be furnished at the Company's discretion at a reasonable rate.
  - b. Ownership - Directories regularly furnished to customers are the property of the Company, are loaned to customers to aid in the use of telephone service, and are to be returned to the Company upon request. Customers must not deface or mutilate directories. The Company has the right to make a charge for directories issued in replacement of directories destroyed, defaced or mutilated while in possession of customers.
8. Telephone Numbers - The Company reserves the right to change the telephone number or numbers assigned to a customer or the central office designation associated with such telephone number or numbers, or both, as reasonably appropriate in the conduct of its business. The customer has no property right in any number or central office designation assigned by the Company.

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**IV. USE OF SERVICE AND FACILITIES (Continued)**

**D. Liability of the Company**

1. Given the customer's exclusive control of his communications over Company-provided facilities, and of the other uses for which Company facilities may be furnished, and because errors incident to the service and the use of facilities are unavoidable, the services and facilities furnished by the Company are subject to the terms, conditions and limitations specified herein.
2. The Company's failure to provide or maintain facilities under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's control, subject to the interruption allowance provisions by this tariff.
3. Defacement of Premises - No liability shall attach to the Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Company's facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the sole negligence of the Company or its employees.
4. Errors - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer or any others, for damages arising from errors or omissions in the making up or printing of its directories or in accepting listings as presented by customers or prospective customers, the Company's liability, if any, shall not exceed the amount paid for local exchange service during the period covered by the directory in which the error or omission occurred.

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**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**IV. USE OF SERVICE AND FACILITIES (Continued)**

**D. Liability of the Company (Continued)**

5. Interruptions of Service - In the event a customer's service is interrupted by other than the negligence or willful act of the customer, and it remains out of order for twenty-four (24) hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the customer. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the customer shall be the pro rata part of the month's flat rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for telephone service. No allowance for interruption of service will be made for any period in which such service interruption is caused by malfunction or failure of customer-owned equipment.
  
6. Indemnification - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer or by any others, the customer indemnifies and holds harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from:
  - a. the use, placement or presence of the Company's facilities on the customer's premises; or
  - b. the use of customer-provided premises equipment, voltages or currents transmitted over the Company's facilities caused by customer-provided premises equipment.

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Title: President

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**IV. USE OF SERVICE AND FACILITIES (Continued)**

**D. Liability of the Company (Continued)**

Further, the customer indemnifies and holds harmless the Company against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the Company's facilities or the use thereof by the customer; against claims for infringement of patents arising from, combining with, or using in connection with, facilities furnished by the Company and apparatus, equipment, and systems provided by the customer; and against all other claims arising out of any act or omission of the customer in connection with the services or facilities provided by the Company.

7. Liability - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring during provision of telephone service, the Company's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the customer under this tariff as an allowance for interruptions. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the customer or authorized user, or joint user, or which arise from the use of customer-provided premises equipment shall not result in the imposition of any liability whatsoever upon the Company.

By: Mr. Justin Haynes  
Title: President

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**IV. USE OF SERVICE AND FACILITIES (Continued)**

**E. E911 Service**

**1. Description**

- a. 911 is the three-digit telephone number designated throughout the United States as the emergency telephone number to be used by the public to obtain law enforcement, medical, fire, rescue, and other emergency services.
- b. 911 Service enables a caller dialing 9-1-1 from a station with access to the local exchange telephone network, arranged to provide access to 911 Service, to be automatically connected to the appropriate Public Safety Answering Point (PSAP). A PSAP is the communications facility, designated for a specific territory, to which 911 calls are routed for response.
- c. E911 (or Enhanced 911) Service automatically routes 911 calls to a PSAP and provides the calling telephone number and Registered Location, and may also provide the name of the telephone access line subscriber and the names of the Emergency Response Agencies with responsibility for the caller's location. A Registered Location is defined as the most recent information obtained by the Company that identifies the physical location of an end user.
- d. Where access to E911 Service is provided over Internet Protocol (IP) technologies, the E911 Service may not operate during a power outage, and may not be restored until power is restored and end user equipment is reset. The IP-based E911 Service also will not operate if the customer's broadband connection is disrupted. If the customer moves the telephone equipment to a location other than the Registered Location, as defined herein, the E911 Service will not route the emergency call to the appropriate PSAP and provide the appropriate end user address. The Customer is responsible for updating their Registered Location information to ensure that IP E911 Service functions properly.

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**PUBLIC UTILITY COMMISSION OF TEXAS**  
**EFFECTIVE**  
March 6, 2016 Tariff No. 45657  
TARIFF CLERK

By: Justin Haynes  
Title: Chairman and CEO

**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**IV. USE OF SERVICE AND FACILITIES (Continued)**

**E. E911 Service (Continued)**

**2. Regulations and Liability Information**

- a. E911 Service is regulated by the Texas Commission on State Emergency Communications.
- b. The telephone subscriber forfeits the privacy afforded by nonlisted and nonpublished service to the extent that subscriber information associated with the originating station location are furnished to the PSAP. The telephone subscriber (published and nonpublished) consents to the storage and retention of the subscriber name, telephone number and address in the E911 database and also consents to access to this information by PSAPs and Emergency Response Agencies for the sole purpose of responding to an emergency call.
- c. The Company makes no warranty that access to E911 will be uninterrupted, timely, secure, or error-free, or, in the case of IP-based E911, that battery backup power will be sufficient to maintain the service throughout any and/or all power outages.

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By: Justin Haynes  
Title: Chairman and CEO

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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**IV. USE OF SERVICE AND FACILITIES (Continued)**

**E. E911 Service (Continued)**

**3. Rates and Charges**

- a. No charge will be applied by the Company to the calling party for calls placed to the 9-1-1 telephone number.
- b. A monthly 911 Service Fee will be imposed on each non-exempt "local exchange access line" or its equivalent as defined by the Texas Commission on State Emergency Communications. The amount of the fee varies by region and is set by the Texas Commission on State Emergency Communications.
- c. Where the 911 Service Fee does not fully offset the cost of 911 Service, a monthly 911 Equalization Surcharge will be imposed on each non-exempt "local exchange access line" or its equivalent, as defined by the Texas Commission on State Emergency Communications. The amount of the fee is set by the Texas Commission on State Emergency Communications.
- d. Remittance of the 911 Service Fee is generally determined by the physical location of the customer's telephone. In the case of a customer receiving IP service that is nomadic, in that it can be accessed from any broadband connection, the situs for determining the applicable 911 Service Fee is the customer's billing address.

**V. RESERVED FOR FUTURE USE**

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By: Justin Haynes  
Title: Chairman and CEO

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**EFFECTIVE**  
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**RULES AND REGULATIONS**

**APPLYING TO ALL CUSTOMERS' CONTRACTS**

**VI. TEXAS UNIVERSAL SERVICE FUND (TUSF) SURCHARGE**

- A. The purpose of the Texas Universal Service Fund (TUSF) is to implement a competitively neutral mechanism that enables all residents of Texas to obtain basic telecommunications services. Because targeted financial support may be needed in order to provide and price basic telecommunications services in a manner to allow accessibility by consumers, the TUSF will assist local exchange companies (LECs) in providing these services at reasonable rates in high cost rural areas. In addition, the TUSF will reimburse the following entities: qualifying local exchange companies for revenues lost as a result of providing Lifeline and Link-Up America services to qualifying low-income consumers under the Public Utility Regulatory Act; telecommunications carriers providing statewide telecommunications relay service; qualified vendors providing specialized telecommunications device distribution service for the hearing-impaired and speech-impaired; and the Texas Department of Human Services, the Texas Department for the Deaf and Hard of Hearing, the Texas Universal Service Fund administrator, and the Public Utility Commission for the costs incurred in implementing the provisions of the Public Utility Regulatory Act, Chapter 56 (relating to Telecommunications Assistance and the Universal Service Fund.) T
  
- B. The TUSF Surcharge is for recovery of the Company's TUSF assessment. The Company's TUSF Surcharge amount is determined by applying the TUSF assessment rate, as determined by the Commission, to actual rates for services that are considered "intrastate telecommunications services receipts," as that term has been defined by the Commission. T  
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- C. The TUSF Surcharge will be identified on the retail customer's bill as the "Texas Universal Service." Effective September 1, 2004, charges for all eligible intrastate taxable telecommunications services receipts on a retail customer's bill, excluding Lifeline and Link-Up America services, will be assessed a TUSF surcharge based on the TUSF assessment rate approved by Commission Order. The TUSF Surcharge assessment percentage may be changed periodically by the Commission. T  
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By: Mr. Justin Haynes  
Title: President

<b>PUBLIC UTILITY COMMISSION OF TEXAS</b>	
<b>APPROVED</b>	
AUG 26, '94	CONTROL# <u>DKT. NO. 29960</u>
TARIFF CLERK	

**RULES AND REGULATIONS**  
**APPLYING TO ALL CUSTOMERS' CONTRACTS**

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By: Mr. Justin Haynes  
Title: President

<b>PUBLIC UTILITY COMMISSION OF TEXAS</b>	
<b>APPROVED</b>	
OCT 07, '08	CONTROL# <u>DKT. NO. 36112</u>
TARIFF CLERK	