

# Terms and Conditions of service

For the customer

## **Federal Universal Service Charge**

This charge is designed to help keep local telephone service rates affordable for all customers, in all areas of the United States.

## **Federal Excise Tax**

All proceeds go directly to the U.S. general revenue fund. 3.0% is assessed on all billed local.

## **Local Number Portability Charge**

The FCC requires all local phone companies to make numbers portable from carrier to carrier so that customers can keep their phone numbers even if they switch local carriers. Companies are allowed the surcharge for up to five (5) years to recover investments in the necessary equipment upgrades.

## **Universal Service Fund Surcharge**

This surcharge allows affordable service to high-cost rural customers, funds the Relay Texas and Specialized Telecommunications Assistance programs for the hearing-disabled, and funds telecommunications services discounts to low-income customers. 3.7% is assessed on state taxable telecommunications services. In the state of New Mexico, a 3.0% assessment is made on state taxable telecommunications services.

## **9-1-1 Equalization Surcharge**

This surcharge generates additional fund for regions that do not collect sufficient funds through the 9-1-1 emergency service fee. \$0.06 is applied to each access line or non-prepaid wireless connection to which a customer subscribes.

## **State and Local Sales Tax**

State and local tax combined cannot exceed 8.25% in Texas and 5.125% in New Mexico. Applies to local charges, non-regulated, and toll charges.

## **State Franchise Taxes or Fees**

Franchise tax assessed to corporations doing business in Texas and New Mexico. Local telephone service provided by cooperatives is not subject to this charge.

## **Public Utility Gross Receipts Tax**

Revenues generated from this tax are used to appropriate funds to the PUC, PRC and the Office of Public Utility Counsel (OPUC). All public utilities, including long-distance companies, pay one-sixth of 1% of their gross receipts into this fund in Texas, and pay one-half of 1% of their gross receipts into this fund in New Mexico.

## **Usage Sensitive Services**

Usage sensitive operator services, directory assistance services and local long-distance charges billed by Dell Telephone will be in addition to the previously described rates and charges.

## **Deposit**

A deposit may be required if the customer cannot demonstrate satisfactory credit.

## **Returned Checks**

An administrative charge of \$25.00 will apply whenever a check or draft presented for payment for service is not accepted by the institution on which it is written because of being postdated or because of insufficient funds, account closed, no account, account frozen, or uncollected funds.

## **Minimum Service Period**

The minimum service period for local service is one month beginning on and including the day following the establishment of service. For purposes of administration, each month is considered to have thirty (30) days.



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## **Where Construction is Required**

Requests for new residential telephone service requiring construction, such as line extensions, shall be completed within ninety (90) days or within the period agreed to by the customer and utility if the applicant has met the necessary credit requirements, made satisfactory payment arrangements for construction charges; and has complied with all applicable state and municipal regulations.

## **Cancellation Policy**

Where the customer cancels an application for service prior to the start of installation of service, the payment of right-of-way or building access fees by the Company, or if special construction no charge applies.

Where the provision of service has already been initiated by the Company prior to cancellation, a reasonable Cancellation Charge may apply that is equal to the Company's costs.

When a customer requests a change in location of all or a part of the facilities covered by the application for service, or additions, rearrangements, or modifications of existing service prior to completion of the work involved, the customer may also be required to pay the amount of additional costs and expenses incurred by the Company in completing the work as changed.

§26.13 (a)(4) This must be sent/given to new customers before payment for the first full bill is due. All residential customers and business customers with five (5) or fewer customer access lines.

Must also be sent every other year thereafter (every two years) free of charge **OR** printed on a bill or bill insert identifying the location of the information every six (6) months (this is if it's located on a website or in a directory)

## **YOUR RIGHTS AS A CUSTOMER**

The following information is to acquaint you with some of the rules and practices of Dell Telephone Cooperative, Inc. ("Dell" or "the Company") and your rights as a customer.

## **How to Contact Our Business Office**

You may call or visit our Business Office regarding new, existing, and additional services, or to report service issues. We appreciate your business and are glad to assist you in any way we can. You may call us at 1-915-964-2352 or by calling Toll Free at 1-800-245-2991. Normal operating business hours are 8:00 AM- 4:30 PM, Monday thru Friday.

**Payments for bills may be mailed, or made in person at the following address:**

**P.O. Box 67  
Dell City, TX 79837**

## **Credit History**

The Company may require an applicant for service to establish and maintain satisfactory credit as a condition of providing service. Establishment of credit shall not relieve any customer from complying with the Company's requirements for prompt payment of bills. The credit worthiness of spouses established during the last 12 months of shared service prior to their divorce will be equally applied to both spouses for twelve (12) months immediately after their divorce.

A residential applicant can demonstrate satisfactory credit using one of the following criteria: has been a customer of a utility for the same kind of service within the last two (2) years; is not currently delinquent in payment of the utility service account; during the last twelve (12) consecutive months of service was not late in paying a bill more than once; did not have service disconnected for nonpayment; and obtained a letter of credit history from the applicants previous telephone company.



## Rights as a Customer

A residential applicant may also demonstrate a satisfactory credit rating by appropriate means, including, but not limited to: the production of generally acceptable credit history; letters of credit references; letter of guarantee; the names of credit references which may be quickly and inexpensively contacted by the Company; ownership of substantial equity that is easily liquidated; and a residential applicant that is sixty-five (65) years of age or older and does not have an outstanding account balance incurred within the last two (2) year with the Company or another company for the same type of company service.

### **Deposit**

If the applicant does not demonstrate satisfactory credit using the criteria stated above, the applicant may be required to a pay a deposit.

During the first twelve (12) months of service, the Company may request an additional deposit from a residential customer. To require the deposit, the customer's actual usage must be three times estimated usage (or three times the average usage of the most recent three bills), exceed \$150.00, and exceed 150% of the security held. An additional deposit may also be required if actual billing of a residential customer is at least twice the amount of the estimated billings after two billing periods, and a suspension or disconnection notice has been issued for the account within the previous twelve (12) months. An additional deposit may be required to be paid within ten (10) days after issuing a written notice of suspension or disconnection and requested additional deposit. Instead of additional deposit, the customer may elect to pay the total amount due on the current bill by the due date of the bill, provided the customer has not exercised this option in the previous twelve (12) months. The Company may disconnect service if the additional deposit or the current usage payment is not paid within ten (10) days of request and written disconnection notice to the customer.

The Company shall pay interest on deposits at a rate set annually by the Public Utility Commission. If a refund of the deposit is made within thirty (30) days of receipt of a deposit, no interest payment is required. If the Company retains the deposit for more than thirty (30) days; payment of interest shall be made retroactive to the date of deposit.

You may request payment of interest annually or at the time the deposit is returned or credited to your account. The deposit shall cease to draw interest on the date it is returned or credited to your account.

If service is not connected, or after disconnection of service, the Company shall promptly and automatically refund your deposit plus accrued interest on the balance, if any, in excess to the unpaid bills for service furnished. A transfer of service from one premise to another within the service area of the Company shall not be deemed as a disconnection and no additional deposit will be requested unless permitted by these rules or otherwise stated in the companies' tariff. When you have paid for service for twelve (12) consecutive residential billings or for twenty-four (24) consecutive business (commercial or industrial) billings without having more than two occasions in which a bill was delinquent, and when you are not delinquent in the payment of current bills, the Company shall promptly and automatically refund your deposit, plus accrued interest, in the form of cash or credit to your bill, or void the guarantee.

If your payment history does not meet these refund criteria, the deposit and interest may be retained in accordance with the rules requiring the deposit.

### **Time Allowed to Pay Bill**

Bills will be considered delinquent if not paid within sixteen (16) days after the bill issuance (postmark) date. Should the 16<sup>th</sup> day fall on a weekend or holiday, the due date will be the next business day. If your bill has not been paid or a payment arrangement or deferred payment agreement entered by the due date, your bill will be considered delinquent, and the Company will provide a 10-day written notice before terminating your service. Should you be asked to make an additional deposit based on your actual usage, and you do not pay the deposit or usage within ten (10) days, service may be terminated. If your bill is delinquent but payment is made prior to termination of service, a late payment fee may apply.

Please make sure your payment is in full and on time each month or call your service representative to find out about special payment arrangements. You have the right to continue basic local service as long as full payment for the local service portion of your bill has been made in a timely manner.

### **Grounds and Steps for Suspension and/or Disconnection of Service**

The Company will give you proper written notice before terminating your service. The Company can terminate service for failure to pay a bill, comply with the terms of a deferred payment agreement, pay a deposit, failure to the guarantor to pay the amount guaranteed, and violation of the Company's rules and/or Terms and Conditions. The Company can terminate service without notice when service is connected or reconnected with the authority, when there are instances of tampering or bypass, and where a known dangerous condition exists.

### **Disputed Bills**

A customer's service shall not be subject to suspension or disconnection for nonpayment of the portion of a bill under dispute pending a determination of accuracy of the charges by Dell Telephone Cooperative, Inc., and completion of any informal complaint process. The customer is obligated to pay any charges not in dispute.

Customer's may contact Dell Telephone Cooperative, Inc. at 1-915-964-2352 or Toll Free at 1-800-245-2991 with billing inquiries. If you are not satisfied with the outcome, ask to speak to a manager. The manager is there to assist your in resolving the issue. If you wish to file a complaint you may do so by letter, or by telephone.

### **Alternative Payment Plans**

Customers are responsible for making payments in full and on time each month. Customers who are unable to pay by the due date have the right to contact the Company and request to make an alternative payment arrangement. If a suspension or disconnection notice was issued prior to the payment arrangement being made, that suspension or disconnection will be delayed in accordance with the payment arrangement. If the payment arrangement is not kept, the Company may suspend or disconnect service without further notice.

### **Steps to Restore and/or Reconnect Service after Involuntary Suspension and/or Disconnection**

Customers that have had their telephone service suspended and/or disconnected involuntarily may be required to reestablish credit as described in the above *Credit History and Deposit sections*. Service will not be restored unless or until all amounts due on the date are paid in full, including reconnection charges or a payment plan arranged if applicable.

### **Charges on Your Telephone Bill – Cramming**

Placing charges on your phone bill for products and services without your consent is known as "cramming" and is prohibited by law. Your telephone company may be providing billing services for other companies, so other companies' charges may appear on your telephone bill.

If you believe you were "crammed", you should contact the telephone company that bills you for your telephone service. If Dell Telephone is the telephone provider, please call 1-800-245-2991 and request that it take corrective action. The Public Utility Commission of Texas requires the billing telephone company to do the following within forty-five (45) calendar days of when it learns of the unauthorized charge:

- Notify the service provider to cease charging you for the unauthorized product or service;
- Remove any unauthorized charge(s) from your bill;
- Refund or credit all money to you that you have paid for an unauthorized charge; and
- On your request, provide you with all billing records related to any unauthorized charge within fifteen (15) business days after the charge is removed from your telephone bill.

If you are in Texas and the company fails to resolve your request, or if you would like to file a complaint, please write, or call the Public Utility Commission of Texas, P.O. Box 13326, Austin, Texas 78711-3326, 1-512-936-7120 or toll-free in Texas at 1-888-782-8477. Hearing and speech-impaired individuals with text telephones (TTY) may contact the commission at 1-512-936-7136.

Your phone service cannot be disconnected for disputing or refusing to pay unauthorized charges.

You may have additional rights under state and federal law. Please contact the Federal Communications Commission, the Attorney General of Texas, or the Public Utility Commission of Texas if you would like further information about possible additional rights.

If you are in New Mexico and the company fails to resolve your request, or if you would like to file a complaint, please write, or call the New Mexico Public Regulation Commission Consumer Relations Division 1120 Paseo De Peralta, P.O. Box 1269, Santa Fe, NM 87504, 1-888-4ASK-PRC, or toll-free in New Mexico at 1-888-427-5772, or by fax 1-505-827-4463

### **Selecting a Telephone Company – Slamming**

Telephone companies are prohibited by law from switching you from one telephone service provider to another without your permission, a practice commonly known as “slamming”. If you are slammed, Texas law requires the telephone company that slammed you to do the following:

1. Pay, within five (5) business days of your request, all charges associated with returning you to your original telephone company.
2. Provide all billing records to your original telephone company with ten (10) business days of your request.
3. Pay, within thirty (30) days, your original telephone company the amount you would have paid if you had not been slammed.
4. Refund to you within thirty (30) business days any amount you paid for charges during the first thirty (30) days after the slam and any amount more than what you would have paid your original telephone company for charges after the first thirty (30) days following the slam.

Your original telephone company is required to provide you with all the benefits, such as frequent flyer miles, you would have normally received for you telephone use during the period in which you were slammed.

If you have been slammed, you can change your service immediately back to your original provider by calling your authorized telecommunications provider (your original provider) and advising the company that you have been switched from its service without appropriate authorization. You should also report the slam by writing or calling the Public Utility Commission of Texas, P.O. Box 13326, Austin, Texas 78711-3326, 1-512-936-7120 or in Texas toll-free 1-888-782-8477, fax: 1-512-936-7003, email address: [customer@puc.state.tx.us](mailto:customer@puc.state.tx.us). Hearing and speech-impaired individuals with text telephones (TTY) may contact the commission at 1-512-936-7136.

If you are in New Mexico, please write or call the New Mexico Public Regulation Commission Consumer Relations Division 1120 Paseo De Peralta, P.O. Box 1269, Santa Fe, NM 87504, 1-888-4ASK-PRC or toll-free in New Mexico 1-888-427-5772, or by fax 1-505-827-4463

You can prevent slamming by requesting a preferred telephone company freeze from your current service provider. With a freeze in place, you must give formal consent to “lift” the freeze before your phone service can be changed. A freeze may apply to local toll service, long-distance service, or both. The Public Utility Commission of Texas can give you more information about freezes and your rights as a customer.



## Rights as a Customer

### **Rights to File a Complaint**

A customer may file a complaint in person, by letter, or by telephone with the Company. The Company shall investigate and advise the complainant of the results within twenty-one (21) days.

### **Rights to Supervisor Review**

If you are not satisfied with the resolution of a problem or complaint, you have the right to ask for a supervisory review. The Company must provide you with the results of the reviews in writing within ten (10) days of the review if requested. Service will not be disconnected pending completion of the review.

### **Complaints to the Commission**

You have the right to file a complaint or pursue any matter with the Public Utility Commission of Texas. The commission's contact information is:

#### **TEXAS:**

Public Utility Commission of Texas  
Customer Protection Division  
PO Box 13326  
Austin, Texas 78711-3326  
Phone: 512.936. 7120  
Toll-Free (Texas): 1.888.782.8477

Hearing & speech-impaired individuals with text telephones (TTY) may call 512.936. 7136 Relay Texas (toll-free):  
1.800.735.2989  
Fax: 512.936.7003  
Email: [customer@puc.state.tx.us](mailto:customer@puc.state.tx.us)  
Internet Address: [www.ouc.state.tx.us](http://www.ouc.state.tx.us)

#### **NEW MEXICO:**

Public Regulation Commission  
Consumer Relations Division  
1120 Paseo De Peralta P.O. Box 1269  
Santa Fe, NM 87504  
Phone: 1-888-4ASK-PRC  
1-888-427-5772  
Fax: 505-827-4463

### **Service Without Discrimination**

The Company strives to provide quality telecommunications services for all consumers at fair and reasonable prices. Services are provided without discrimination as to the customer's race, color, sex, nationality, religion, marital status, income level, source of income, or from unreasonable discrimination based on geographic location.

### **Customers with Disabilities**

Customers with physical disabilities, or those who care for them should notify the Company either in person, by telephone, or by mail so that special action can be taken by the Company to inform the customer of their rights appropriately.

### **Lifeline**

Lifeline is a government program that provides a monthly discount on telephone service for residential customers who qualify. Residential customers who meet the income-based eligibility criteria (household income less than 150% of federal poverty guidelines) can qualify. Residential customers who meet the program-based eligibility criteria of receiving SNAP, Medicaid, SSI, Federal Public Housing Assistance, LIHEAP, TANF, CHIP, or the National School Lunch Program can qualify as well. Customer information for those who qualify for Lifeline service may be shared between state agencies and their local phone service provider to ensure initial and continued eligibility. For further information about this service, call the Texas Low-Income discount administrator at 1-866-454-8387 or contact the Company's business office.

### **Customer Telephone Solicitation**

Under the Texas Business & Commerce Code, Section 37.02 and New Mexico Unfair Trade Practices, 57-12-22 provides certain protections for a person who receives a telephone solicitation at a residence. A telephone solicitor who calls a residential number must:

- Identify himself or herself by name
- Identify the business on whose behalf he or she is calling
- Identify the purpose of the call
- Identify the telephone number at which the person, company, or organization making the call may be reached

A telephone solicitor may only call a residence after 9 a.m. or after 9 p.m. on a weekday or Saturday or before noon or after 9 p.m. on Sunday. If a telephone solicitor uses an automatic dialing/announcing device, the machine must disconnect from your line within 30 seconds after the termination of the call.

The above requirements do not apply to telephone solicitations made at your request, solicitations made in connection with an existing debt or contract or calls from a telephone solicitor with whom you have a prior or existing relationship.

### **Customer Proprietary Network Information**

In the ordinary course of providing telephone services, Dell maintains certain information regarding your account. This information, when matched to your name, address, and billing telephone number, is known as "Customer Proprietary Network Information" or CPNI for short. Examples of your CPNI include the type of line you have, technical characteristics, class of service, current telephone charges, long-distance or local billing records, directory assistance charges, usage data, and calling patterns.

To protect customer information, the Federal Communications Commission (FCC) adopted rules that specify when telecommunications carriers may use or disclose customers' CPNI to others. Dell respects the privacy of our customer's CPNI and takes our responsibility to protect your data very seriously. For this reason, the Company does not share your information with anyone outside of the Company for marketing purposes.



## Rights as a Customer

Company-authorized employees are allowed to use, disclose, and provide access to your CPNI as necessary to:

- Initiate, render, bill, and collect for telecommunications services.
- Protect the rights or property of the Company, or to protect users of those services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such services; or
- Duration of the call, if such call was initiated by the customer and the customer approves of the
- Provide any inbound telemarketing, referral, or administrative services to the customer for the use of such information to provide such service.

The Company is allowed to use your CPNI as necessary for:

- Marketing what is known as adjunct-to-basic services. Adjunct-to-basic local services would include but are not limited to speed dialing, call monitoring, call tracing, call blocking, call return, call waiting, and call forwarding.
- Marketing services such as call answering, voice mail or messaging, voice storage and retrieval services, fax storage and retrieval services, and Customer Premise Equipment (CPE).

The Company shall also disclose CPNI to whomever you designate upon your affirmative written request. Should Dell elect to share your CPNI with our affiliates in the future, we must first notify you and obtain your permission to do so.

### **About Our Tariff**

The Company's tariff is available for inspection by calling or visiting the Business Offices during office hours. Copies may be obtained for a reasonable cost to reproduce such tariff for a requesting party. Every effort is made to accurately represent information regarding the regulation for services furnished by the Company. In the event of a conflict between the tariff and the information contained in this document, the tariff will prevail.

***\*All the above information is available in Spanish upon request.***