

Tohono O’odham Utility Authority

Schedule of Rules and Regulations

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- I. Description Service Area
 - A. TOUA is a reseller of cellular service to provide cellular service offered pursuant to a Wholesale Agreement between Verizon Wireless and TOUA. TOUA is not a wireless carrier.
 - B. As a reseller of Verizon cellular service, TOUA cellular customers benefit from having access and use of Verizon’s service territory when living and or traveling of the reservation.

- II. Application and Contract For Service.
 - A. Before service is supplied, each Applicant desiring cellular service will be required to sign a standard form contract and will be required to pay a Service Deposit, as provided in Article III - Service Deposits of Section I – General Service Rules of the Schedule of Rules and Regulations and any Schedule of Fees and Charges adopted pursuant to Section XVII – Schedule of Rates and Fees of the Schedule of Rules and Regulations for Service. Applicant for service must be at least eighteen (18) years of age and provide adequate identification, such as driver’s license, tribal id and/or social security card.
 - B. In cases where an Applicant was a previous customer of TOUA and that previous account is delinquent, the Applicant’s application for service will not be processed until the delinquent account is paid.

- III. Minimum Service Periods
 - A. Unless otherwise specified elsewhere in this tariff, the minimum service period (“Initial Term”) for all services offered in this tariff is one (1) year beginning on the day of establishment of service. At the end of the Initial Term service will continue on a month to month basis (collectively, the “Extended Term”) until terminated by the Customer.
 - B. The minimum service period relates to each applicable unit of service, either on the initial or subsequent installations.

- IV. Transfer or Assignment of Service
Service previously furnished to one Customer may not be assumed by a new Customer without lapse in the rendition of service. All prospective Customers must execute a new service application/contract.

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- V. Portability
Customers terminating service to move to another cellular carrier cannot port their cellular phone number to the new cellular carrier.
- VI. Office and Service Hours
- A. Regular business hours are Monday through Friday 8:00 A.M. - 4:30 P.M, excluding holidays.
 - B. Emergency service is performed 24 hours a day, seven days a week at no cost to the Customer. Reconnect requests for non-payment disconnects are NOT considered emergencies unless the Customer has submitted a medical exemption form to the collection department. Minimum Service Period
- VII. Early Termination
If for ANY reason your service is disconnected, you will be charged an early termination fee. Service Deposits will be applied to account balance(s) in accordance Article III - Service Deposits of Section I - General Service Rules of the Schedule of Rules and Regulations. Failure to pay any remaining account balance may result in disconnection or rejection of other services provided by TOUA in accordance with Article VIII - Discontinuance or Refusal of Service Section I - General Service Rules of the Schedule of Rules and Regulations.
- VIII. Billing
- A. These billing requirements are in addition to the requirements contained in Section I - General Service Rules of the Schedule of Rules and Regulations. In the event of a conflict between Section I - General Service Rules of the Schedule of Rules and Regulations and this Section IX, this Section IX shall prevail.
 - B. Cellular services are billed in advance, on a monthly basis. Billing for the initial month of service will be prorated based upon the number of days from the Customer's service activation date to the monthly cycle billing date.
- IX. Rates and Fees
- A. Rates for the Cellular Services plans are based on the Management Board approved rates which are in Section XII - Schedule of Rates and Fees of the Schedule of Rules and Regulations. The Management Board may revise, amend,

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supplement or otherwise change the fees and/or charges at any time without prior notice.

- B. Customer's rates will not change during the first twelve months ("Initial Term") of Customer's contract. If Customer continues service after the end of the Initial Term, the Customer's fees and/or charges may be revised, amended, supplemented or otherwise changed the at any time without prior notice.

X. Insurance

Insurance covers manufacture defect, unintentional damage and theft. Insurance DOES NOT cover water damage, abuse and normal wear and tear. TOUA is the sole determiner of whether or not any damage to my phone is covered by insurance. Upon approval for an insurance claim, the deductible must be paid in full. The cellular device will be replaced with the same cellular phone model or, in the event the same cellular phone model is not available, a similar or comparable device selected in TOUA's sole discretion. An insurance deductible CANNOT be transferred or used in lieu of or applied toward a cellular phone upgrade. For stolen phones a police report must be filed at the time of loss and a copy must be brought to TOUA Telephone Services to start the insurance claim process. A total of two claims are allowed in a twelve (12) month period; however, after the first claim is made and granted the cost of the monthly insurance and deductible will be doubled for one calendar year from the date of the first claim.

XI. Special Terms and Conditions for Unlimited Data Plans

Unlimited data plans provide data services at unlimited usage. TOUA offers two types of unlimited data plans: 1) Plans purchased BEFORE to September 1, 2016, and Plans Purchased AFTER September 1, 2016. During times of congestion, the speeds may be slower. Customers who purchased unlimited data plans AFTER September 1, 2016 receive "throttled" unlimited data. To ensure a quality experience for all customers, during any billing cycle Verizon may prioritize certain high-data users continued usage behind other customers during network congestion. This means your data connection will slow down. TOUA does not control data prioritization or throttling.

XII. Unlimited Calls

Unlimited night & weekends and unlimited calling to any TOUA or Verizon customer are included in most plans. Night start at 9:01 pm and end at 5:59 am, weekends start at 9:01 pm on Friday and end at 5:59 am on Monday.

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XIII. Service Evaluation Period

The Customer, within five (5) business days of the service activation date, may cancel service and return phone(s) and other equipment purchased. Service Deposit and prepaid billing charges will be refunded to the Customer. In addition, if phone(s) and other equipment purchased are returned in original condition without any blemishes, the Customer will receive a refund for the cost of the phones and other equipment returned. Customer will not receive a refund of payments for phones and other equipment that is either not returned or which is returned with blemishes. There will be no exceptions to this policy.

XIV. Lost or Stolen Disconnection

In the event of a lost or stolen phone, the Customer is responsible for contacting TOUA's NOC (Network Operations Center) to request immediate disconnection of service. The Customer will be responsible for all billable charges until NOC enters the disconnect request and deactivates the Customer's account. When the Customer requests service to be disconnected, the NOC enters a disconnect service order which are time-stamped by the system; and this time stamp will serve as the official disconnect time should questions arise regarding billable charges.

XV. Service Limitations

TOUA is not a wireless carrier. Instead, Verizon Wireless (Verizon) and TOUA have a contractual relationship (i.e., Verizon and TOUA are parties to a Wholesale Agreement) allowing TOUA to resell Verizon cellular service.

1. All services provided pursuant to this Contract are subject to the terms and conditions of the Wholesale Agreement. As such, TOUA may change prices or any other term of Customer's service or this Contract at any time and for any reason, especially as is necessary to make this Contract consistent with the Wholesale Agreement. TOUA will endeavor to provide Customer with notice of any changes, but changes are not conditioned upon prior notice to Customer. Customer's continued use of any service after a change takes effect means the Customer has accepted the change.
2. If this contractual relationship and/or the Wholesale Agreement is terminated, TOUA will not have the capacity to continue to provide

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cellular service to Customers and all existing Customer Cellular contracts and service will be terminate, effective with termination date of the Verizon and TOUA Wholesale Agreement. Customer’s Service Deposit will be applied to any unpaid account balance with the remainder, if any, being refunded to the Customer. If the Customer has a zero account balance the Service Deposit and any prepaid billing charges will be refunded to the Customer.

XVI. Phone Purchases

Customers who elect a one-year contract will receive a contract rate for the purchase of the first phone. If any Customer wants to purchase a second phone within 365 days from the date of purchase of the Customer’s first/existing phone, the customer must pay full retail value.