

Mutual Telephone Company of Sioux Center, Iowa  
Northern Iowa Telephone Company  
Webb-Dickens Telephone Corporation  
Premier Communications, Inc.  
Heartland Telecommunications Company of Iowa  
Hospers Telephone Exchange, Inc.

d/b/a Premier Communications

**TERMS AND CONDITIONS**  
**FOR TELEPHONE SERVICES**

January 1, 2023

## **IDENTIFICATION OF SERVICES INCLUDED**

- PART 1      General Terms and Conditions and Table of Contents
- PART 2      Telephone Service
- PART 3      Service Price List

These terms and conditions govern services provided by Premier Communications hereinafter referred to as the Company. They include one or more types of services as specified by the Company.

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## OVERVIEW OF SERVICE PUBLICATIONS

These Terms and Conditions and (where applicable) the following additional documents (collectively, "Service Publications") shall apply to all products and services the Company provides to customers:

**Pricing Schedules.** A "pricing schedule" means a service price sheet or similar pricing schedule (including related attachments) or other document that is included in Part 3 of these Terms and Conditions or that is later executed by the parties and references these Terms and Conditions. A Pricing Schedule includes the services, the pricing (including discounts and commitments, if applicable), the pricing term (if applicable) and may contain or incorporate by reference other service specific terms and conditions.

**Policies.** A "policy" means a Company policy that applies in accordance with its terms to any service or service capability within its scope, as may be modified by the Company from time-to-time, including the following:

- The Company's **Privacy Policy, Network Management Policy, Acceptable Use Policy, Credit Policy, Return & Exchange Policy and Service Agreement** can be found at <https://www.mypremieronline.com/terms-and-conditions.html>.

**Service Contracts.** "Service Contracts" means service orders, service contracts, service level agreements, service-specific terms and conditions and similar documents signed by or provided to the customer containing specific descriptions, pricing and other terms and conditions for products, services or service components that are not covered by these Terms and Conditions or that are in addition to or different from these Terms and Conditions.

## PRIORITY OF SERVICE PUBLICATIONS

The order of priority of the Company's Service Publications is:

- a. **For prices:** The applicable Pricing Schedule found at (a) the company's website, (b) the Price List in Part 3 of this service catalog; or (c) any service agreement signed by the customer;
- b. **For Terms and Conditions:** any applicable Service Contract, the Company's Policies and these Terms and Conditions; provided that for any regulated services a rule may be first in priority in any jurisdiction where the applicable law or regulation does not permit contract terms to take precedence over inconsistent terms and conditions.

If a conflict exists among provisions of the Company's Service Publications, such conflicts will be resolved in accordance with the preceding order of priority; provided that specific terms will control over general provisions and negotiated or added terms, conditions or pricing will control over standardized, published or non-negotiated terms, conditions and pricing.

## CHANGES TO SERVICE PUBLICATIONS

Unless otherwise provided in your Service Publications, the Company may revise its Service Publications at any time. If the Company revises a Service Publication, the revision has a materially adverse impact on customer, and the Company does not implement revisions that remedy such materially adverse impact within 30 days after receipt of notice from customer, then customer may, as customer's sole remedy, elect to terminate the affected service or service components as provided in Part 1, Section 1.7.

### 1.1 APPLICATION OF TERMS

The General Terms and Conditions set forth in Part 1 of this Service Catalog apply to all products and services the Company provides customer pursuant to this Service Catalog and shall continue in effect so long as services are provided under this Service Catalog. To the extent applicable to any service, services are also subject to the service-specific terms and conditions set forth in other Parts of this Service Catalog.

In the event of any conflict between these General Terms and Conditions and the service-specific terms and conditions set forth in other Parts of this Service Catalog, the service-specific terms and conditions shall control.

### 1.2 OBLIGATION AND LIABILITY OF THE COMPANY

1. Availability of Facilities. The Company's obligation to furnish services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for such facilities, except as provided for in 1.4(7) Construction Charges.
2. Allowance for Failure of Service. The Company does not guarantee uninterrupted working of its service or equipment.
3. Transmitting Messages – Security. The Company does not transmit messages, but offers the use of its facilities, where available, for communications between parties, subject to these Terms and Conditions. Access to and use of any information or data obtained by customer or any user via use of service is at the customer or user's own risk, and the Company is not responsible for the accuracy, reliability or security of such information. The Company makes no attempt to verify accurate receipt of any messages and the Company is not responsible for any loss of data resulting from delays, non-deliveries, incorrect deliveries, service interruptions, etc. The Company makes no representations, warranties, or assurances regarding the security of any system or network or the protection or privacy information transferred or communicated through any system or network. The Company shall not be liable for any breach of security arising from or in connection with a customer's or user's use of service or the Company's network.

4. Use of Connecting Company Facilities. Facilities of other companies may be used in establishing connections to points not reached by this Company's facilities. In establishing connections with the facilities of other companies, the Company does not assume any liability for any action of the connecting company.
5. Defacement of Property. The Company shall exercise care in all work done on a customer's property. No liability shall attach to the Company by reason of any defacement or damage to the customers' property resulting from the existence of the Company's instruments, apparatus and associated wiring on such property, or by the installation or removal thereof, unless such defacement or damage is the result of the negligence of the Company, or its employees.
6. Limitation of Liability  
The Company shall not be liable for any damages arising out of or relating to:
  - a. service defects, service levels, delays or any service error or interruption, including interruptions or errors in routing or completing any 911 or other emergency response calls or any other calls or transmissions (except for credits explicitly set forth in this Service Catalog);
  - b. interoperability, access, or interconnection of the services with applications, data, equipment, services, content or networks provided by customer or third parties;
  - c. lost or altered messages or transmissions;
  - d. unauthorized access to or theft, alteration, loss, or destruction of customer's (or its affiliates', users' or third parties') applications, content, data, programs, information, networks or systems;
  - e. equipment, network or facility maintenance, upgrades, modifications or relocations;
  - f. any loss, damage, failure, or impairment of service in connection with customer premise equipment and wiring.
  - g. force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions;
  - h. service, equipment, network, or facility failure caused by the loss of power;
  - i. service, equipment, network, or facility failure caused by the negligent or more culpable acts or omissions by customer (or its affiliates, users or third parties).

The customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of patents arising from combining such customer premise equipment and wiring with the facilities of the Company.

TO THE EXTENT PERMITTED BY LAW, THE COMPANY'S TOTAL LIABILITY FOR ANY CLAIM CONCERNING SERVICES OR EQUIPMENT PROVIDED UNDER THIS SERVICE CATALOG, INCLUDING FOR ANY EXPRESS OR IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT PAID FOR THE SERVICES OR EQUIPMENT THE COMPANY PROVIDED, WHETHER SUCH CLAIM OR REMEDY IS SOUGHT IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. TO THE EXTENT PERMITTED BY LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR TREBLED OR ENHANCED DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 1.3 ESTABLISHMENT AND MAINTENANCE OF CREDIT

1. Establishment of Credit. With the exception of customers who participate in the Affordable Connectivity Program, the Company is not obligated to provide service to any individual or firm that owes for services previously rendered by the Company at the same or a different address, until arrangements have been made to liquidate such previous indebtedness to the Company. Applicants for service may be required to pay in advance of installation, the service connection, installation and/or construction charges and any recurring charges to be assessed on the first monthly bill statement. In order to ensure the payment of all charges due for its service, the Company may require any customer to establish and maintain credit in one or more of the following ways:
  - a. by authorizing a commercial credit check by the Company.<sup>1</sup>
  - b. by furnishing credit references acceptable to the Company.
  - c. by means of a cash deposit.
  - d. by advanced payment of service connection, installation, construction, and first monthly recurring service charges.
  
2. Amount of Deposits
  - a. The Company may require a deposit in order to establish service.
  - b. The amount of deposit required shall not be more than the maximum charge for three months service or as may be required by the Company in cases involving service for short periods or special occasions. The Company may require the customer to increase the amount of the deposit at any time, if the charges billed against the customer are found to warrant such an increase.

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<sup>1</sup> Companies who make use of commercial credit checks may incur reporting obligations under Red Flag Privacy reporting rules.



- c. The Company will maintain records which show the name and address of each depositor, the amount and date of the deposit and each transaction concerning the deposit. Unclaimed deposits shall be disposed of in accordance with law.
  - d. A receipt of deposit will be furnished to each customer from whom a deposit is received. Upon customer request, duplicate receipts will be provided to customers who have lost their receipt if the deposit is substantiated by the Company records.
3. Deposits and Collection Practices. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills; nor constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of sums due the Company for services rendered. The Company may discontinue service to any customer failing to pay current bills regardless of the fact that such customer has made a deposit with the Company to secure payment of such bills, or has furnished the Company with a guarantee in writing for such bills.
4. Deposit Refunds
  - a. The deposit shall be refunded or credited to the customer after not more than 12 consecutive months of prompt payment, unless the Company has documented information which indicates the deposit is necessary to insure payment.
  - b. Interest on deposits, will accrue at the level determined by the Company and as listed in Part 3
5. Criteria for Procurement of Deposits. The Company will use the following criteria to determine whether to request a deposit:
  - a. False credit information
  - b. Unsatisfactory credit history
  - c. Requests for special construction or equipment

#### 1.4 ESTABLISHMENT AND FURNISHING OF SERVICE

1. Application for Service. Applications for service may be made orally, electronically, or in writing. These applications become contracts upon the establishment of service. In addition to any required deposit, applicable recurring charges will appear on the first monthly bill statement, and non-recurring service and construction charges may also be required in advance. The terms and conditions specified for such contracts are subject to these Terms and Conditions as applicable to the service to be furnished. Any change to these Terms and Conditions shall act as a modification of the contract to that extent, without further notice.

2. Access Rights. Customer will in a timely manner allow the Company access as reasonably required for the services to property and equipment that customer controls and will obtain at customer's expense timely access for the Company as reasonably required for the services to property controlled by third parties such as Customer's landlord. The Company will coordinate with and, except in an emergency, obtain customer's consent to enter upon customer's property and premises, which consent shall not be unreasonably withheld. Access rights include right to construct, install, repair, maintain, replace and remove equipment and/or facilities (including access lines and network facilities) and the right to use ancillary equipment space outside or within a building for customer's connection to the Company's network. Except as otherwise agreed by the Company, the customer must furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as the Company reasonably requires for the services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer must provide the Company timely information and access to customer's facilities and equipment as the Company reasonably requires for the services, according to a mutually agreed schedule.
3. Alterations. The customer agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by the customer necessitate changes in the Company's facilities. The customer agrees to pay the Company's charges for such changes.
4. Maintenance and Repairs. All expense of maintenance and repair of services or facilities provided by the Company up to the demarcation point as identified in Section 1.5(1) will be borne by the Company. The customer will be held responsible for restoration or replacement costs in case of loss of, damage to, or destruction of any of the Company's facilities not due to normal use. Customers may not rearrange, disconnect, or remove or permit others to rearrange, disconnect, or remove any Company owned facility installed by the Company unless provided elsewhere in these Terms and Conditions.
5. Unusual Installation Costs. Where special requirements of the customer involve unusual construction or installation, the customer may be required to pay additional costs as provided elsewhere in these Terms and Conditions.
6. Construction Charges.
  - a. The Company may assess construction charges for the installation of facilities beyond the existing Company facilities.
  - b. The Company may assess construction charges to the appropriate party which may include, but is not limited to, the service applicant, individual owner, or land developer.
  - c. Construction charges may include all costs associated with the installation of facilities, including but not limited to, engineering, labor, legal, material, right-of-way, and contractor costs.
  - d. Full payment of construction charges is required prior to the commencement of the work.

- e. The party paying the construction charges does not obtain any rights of ownership or any other rights pertaining to facilities installed by the Company. All facilities installed by the Company shall be under its exclusive control.
  - f. Types of Network Additions governed by Construction charges may include:
    - 1) Line Extensions
    - 2) Temporary or Speculative additions
    - 3) Special Type or Request
    - 4) Real Estate Developments and Subdivisions
    - 5) Multi-Dwelling Units or Apartment Complexes
7. Installation and Service Charges
- a. Service charges for Telephone services apply to connect, move, or change each individual service and facilities according to the components of work required.
  - b. The Company may allow service charges for bundled services that are lower than the sum of the individual service charges for each respective service.
  - c. Please refer to Part 3 for a listing of our Service Charges.
  - d. Service Charges are in addition to the other applicable rates and charges located in other parts of these Terms & Conditions, including Construction Charges.
  - e. Service Charges **do apply** for:
    - 1) Establishing service at the customer's request.
    - 2) Move of service from one premise to another at the customer's request.
    - 3) Account name changes at the customer's request.
    - 4) Changes of service type, features, etc. at the customer's request.
    - 5) Rearrangement or relocation of facilities at the customer's request.
    - 6) Reconnecting a service after disconnection for non-payment.
    - 7) Service check charges for visits to customer premises when the service trouble is determined to be caused by the customer premise equipment and wiring.
  - f. Service Charges do not apply:
    - 1) When any change is made and initiated by the Company.
    - 2) When services are reestablished at a secondary location immediately following the rendering of the customer's primary location as unfit for occupancy, due to fire, flood, etc.
8. Minimum Contract Period
- a. Except as specified elsewhere in these Terms and Conditions or except as provided for in special promotions, the minimum contract period is one month from the date service or additions to service are established and the minimum charge is the authorized rate for one month. For purposes of rate administration each month is considered to have 30 days.
  - b. The Company may require a contract period longer than one month at the same location for unusual construction necessary to meet special demands and involving extra costs.

## 1.5 NETWORK CONNECTIONS AND USE OF SERVICE AND FACILITIES

1. Demarcation Point. Customers are connected to the Company's network at a point of demarcation. The demarcation point is either outside or inside the premise and is typically the location where the Company's network is terminated. Connection of new inside station wiring to the network shall only be made at the demarcation point. Connections of inside station wiring to the network, and any installation of customer premise equipment, shall only be made at the demarcation point and shall be made in accordance with any applicable state or federal laws governing the installation and use of customer premise equipment and wiring. It is the customer's responsibility to ensure compliance with any applicable federal or state laws, including but not limited to Part 68 and/or Part 76 of the FCC rules, the National Electric Code, and other FCC and Iowa rules and regulations.
2. Use of Customer Service
  - a. Service is furnished on retail basis for residential or business use only. Service accounts are assigned to customers only, and the customer(s) in whose name the account is established will be the account owner(s) for all purposes. Account owners shall be responsible for any and all use of the subscribed service. Customers will cooperate with the Company to prevent third parties from gaining unauthorized access to services via the customer's facilities.
  - b. Services must be used in compliance with applicable Service Publications, including all applicable Company policies. Without limiting the preceding, customers shall not use services for fraudulent, abusive, unlawful, or destructive purposes or in any manner that causes interference with the Company's or another service subscriber's use of the Company-provided network.
  - c. Services may not be resold, except as authorized in a specific Service Contract signed by authorized representatives of both the permitted reseller and the Company.
3. Connection of Customer Premise Equipment and Wiring
  - a. Except when leased from, licensed from, or otherwise provided by the Company, all premise equipment and wiring after the demarcation point is the property and responsibility of the property owner.
  - b. Customers may provide and install their own customer premise equipment and wiring on the customer's side of the demarcation point so long as no electronic or physical harm is caused to the Company's network. If the Company determines the customer premise equipment and wiring is causing or is likely to cause interference or hazard to the network, the Company will take such action as it deems necessary for the protection of the Company's network. After notification by the Company of such interference or hazard, the customer shall discontinue such use and disconnect such premise equipment and wiring. Failure of the customer to conform to this requirement may result in suspension of service.
  - c. Customers are not permitted to physically cut, improperly terminate, substantially alter, or otherwise destroy the Company's owned premise equipment and wiring on the Company's side of the demarcation point.

- d. The Company's network is not represented as being adapted to the use of all customer premise equipment and wiring. The Company shall not be responsible for: (a) the through transmission of signals generated by the customer premise equipment or for the quality of or defects in, such transmission; (b) the reception of signals by the customer premise equipment.
- e. The Company shall not be responsible to the customer if changes in criteria in these Terms and Conditions or changes in any of the facilities, operations or procedures of the Company render any customer premise equipment and wiring obsolete, or requires modification of such equipment and wiring.
- f. Where the Company leases, licenses or otherwise provides equipment, such equipment is provided to customer for the term of service and solely for use in connection with lawfully receiving and using service. All such equipment remains the property of the Company. When service is cancelled or disconnected, the customer must return any such equipment to the Company during regular business hours, Monday through Friday (except holidays). The equipment must be returned to the Company in the same condition as installed or received, except for normal wear and tear. All such equipment must be returned to the Company's business office or an alternative location designated by the Company at the time of cancelation or disconnection. Do not return such equipment by mail or delivery service unless packaging material has been approved or provided by the Company. If a customer is unable to travel to the Company's business office or other designated location to return the equipment, the customer may request pick-up. Provision of pick-up service is solely at the Company's option and the Company's refusal or failure to provide pick-up service will not excuse the customer's obligation to return equipment. If the Company agrees to provide pick-up service, pick-up will occur during the business week and only during regular business hours. There may be a fee for pick-up, which customer will be informed of when pick-up service is requested, and which will be payable at time of pick-up. If a customer fails to return equipment at the time of cancellation or disconnection of service, the customer may be liable to the Company for an equipment recovery fee as set forth in Part 3 of these Terms and Conditions.
- g. The customer is responsible for the maintenance and safekeeping of all equipment placed in or on the customer's premises. The Company has no responsibility for replacing equipment destroyed or damaged by the customer's misuse, abuse, or neglect. In the event that any equipment provided by the Company is destroyed, damaged (ordinary wear and tear excepted), lost or stolen while in the customer's possession, the customer may be liable to the Company for an equipment recovery fee as set forth in Part 3 of these Terms and Conditions.

## 1.6 PAYMENT FOR SERVICE AND FACILITIES

1. Payment for Service. Unless otherwise agreed upon, all customers shall pay for services and facilities monthly in advance. All bills for services are due not less than 20 days after the bill is rendered. When a customer is connected or disconnected, or for other cause the service received deviates by more than twenty-four consecutive hours from the normal billing period, the bill may be prorated. If the prorating indicates a refund is due, the refund shall be accomplished by bill credit. Failure to receive a bill does not relieve the customer of the responsibility for payment.
2. Application of Residence and Business Rates
  - a. Residence rates apply at the following locations:
    - i. In a private residence where business listings are not provided.
    - ii. In private apartments of hotels, rooming house, or boarding houses where service is confined to the customer's use.
    - iii. In college fraternity or sorority houses where individual access line service is provided.
  - b. Business rates apply at the following locations:
    - i. all locations that are not defined as a residence in (a) above.
    - ii. in any location where the listing of service at that location indicates a business, trade, or profession.
3. Taxes or Fees Billed to Customers
  - a. Except as otherwise expressly provided, pricing is exclusive of and customer shall be solely responsible for (i) applicable taxes (excluding those on the Company's net income) relating to the sale, transfer of ownership, installation, license, and the use or provision of service (ii) surcharges, recovery fees, customs clearances, fees, duties, levies, shipping charges, and other similar charges relating to the sale, transfer of ownership, installation, license, or the use or provision of the services and (iii) charges imposed in connection with governmentally imposed costs and fees (such as USF, access recovery charge (ARC), E911, right of way, telecommunications relay service charges, franchise fees, and/or charges authorized by the FCC and included in the Company's interstate tariffs) and the expenses incurred by the Company reasonably relating to such costs and fees.
  - b. The Company will bill and the customer shall pay all applicable taxes and other charges and fees described above (including any associated interest and penalties resulting from customer's failure to timely pay the taxes or other charges and fees), except to the extent customer provides a valid exemption certificate prior to the delivery of services.
4. Service Check – Wi-Fi Connectivity, Customer Premise Equipment and Wiring and Repairs
  - a. A service check will be performed when a customer requests the Company to perform a check of its facilities up to the demarcation point.

- b. Where feasible, customers will also be encouraged to unplug Customer Premise Equipment or disconnect all inside wiring at the demarcation point so as to self-diagnose where their wiring or equipment may be causing an out of service condition.
  - c. A Network Maintenance Plan may be available to residential customers. A set monthly fee may cover maintenance of approved Customer Premise Equipment and Wiring.
  - d. No charges will be assessed when a service check is performed and:
    - i. The Company determines the trouble exists on the Company's side of the demarcation point; or
    - ii. The Company identifies or repairs any trouble on the customer's side of the demarcation point and the customer does purchase a network maintenance plan.
  - e. Charges will be assessed when a service check is performed, and the customer requests the Company identify or repair any trouble on the customer's side of the demarcation point and the customer does not purchase a network maintenance plan.
5. Late Payment Charges
- a. All bills for which full payment has not been received or paid before the last date for timely payment may be subject to a late payment charge.
  - b. Late payment charges shall be as listed in Part 3.
6. Returned Check Charge or Rejected/Declined Credit Card Charges
- a. An administrative charge may be assessed for each occasion that a check, bank draft, credit card or electronic funds transfer item is returned unpaid to the Company.
  - b. The Company may assess a convenience fee for allowing payment by credit card.
  - c. These charges shall be as listed in Part 3.
7. Service Charge for Reconnection
- a. Where service has been discontinued for non-payment of a due bill, applicable service charges as listed in Part 3 shall apply.
  - b. Where service has been discontinued for the non-payment of a due bill, the customer may be required to reestablish credit as defined in Establishment and Maintenance of Credit.
  - c. The maximum payment for restoration of service that existed prior to disconnection shall be the total past due amount, applicable nonrecurring charges and if appropriate, an Advance Payment and Deposit as specified elsewhere in these Terms and Conditions.
8. Charges for Paper Billing
- a. the company may assess an administrative charge for customers who receive billings via US mail. These charges shall be listed in Part 3.

9. Adjustment of Charges

In the event of an adjustment of charges for overbilling or underbilling by the Company, a correction (refund or charge) may be made of the full amount of difference for a period not to exceed ninety days. When the period or amount for which overbilling cannot be fixed from available records, the maximum refund or credit will not exceed an estimated amount of such billing.

## 1.7 TERMINATION OR SUSPENSION OF SERVICE

1. Termination or Suspension. Notwithstanding any agreed or required minimum term, service may be suspended or terminated as follows:
  - a. **Material Breach.** If customer fails to perform or observe any material term or condition of service, including non-payment of charges, and such failure continues unremedied for 30 days (5 days for customer's failure to fulfill its payment obligations, including failure to pay a required deposit) after receipt of notice, the Company may terminate (or may suspend and later terminate) the affected service.
  - b. **Materially Adverse Impact.** If the Company revises a Service Publication, and the revision has a materially adverse impact on customer and the Company does not produce a revision that remedies such materially adverse impact within 30 days after receipt of notice from customer, then customer may, as customer's sole remedy, elect to terminate the affected service on 30 days' notice to the Company, given not later than 90 days after customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to standard pricing, changes required by governmental authority, or assessment of or changes to additional charges such as governmentally imposed costs and fees (examples include USF, PICC, E911 and telecommunications relay charges).
  - c. **External Service Threats; Government Action.** The Company reserves the right to suspend or terminate a customer's service immediately when: (i) the Company is acting in response to a court order or governmental notice that certain conduct must be stopped; or (ii) the Company reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if the Company were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of the Company's network or networks with which the Company is interconnected or may interfere with another customer's use of the Company's services, network or the Internet; or (c) such violation otherwise presents an imminent risk of harm to the Company, the Company's customers or its or their respective users or employees.



- d. **Fraud or Abuse.** The Company may terminate or suspend an affected service immediately by providing customer with as much advance notice as is reasonably practicable under the circumstances if customer, in the course of breaching any applicable terms of service: (i) commits a fraud upon the Company; (ii) uses the service to commit a fraud upon another party; (iii) unlawfully uses the service; (iv) abuses or misuses the Company's network or service; (v) interferes with another customer's use of the Company's network or services; (vi) engages in unsafe, abusive or excessively disruptive conduct toward the Company or the Company's employees or (vii) attempting to avoid the payment, in whole or in part, of any charges by any means or device (mere non-payment of billed charges will not be considered grounds for termination or suspension under this subsection (d)(vii)).
  - e. **Hazardous Materials.** If the Company encounters any hazardous materials at the service location, the Company may terminate the affected services or may suspend performance until customer removes and remediates the hazardous materials at customer's expense in accordance with applicable law.
  - f. **Withdrawal of Services.** The Company may discontinue providing a service by providing customer with as much advance notice as is reasonably practicable under the circumstances where the Company generally discontinues providing the service to similarly situated customers.
2. **Notice of Disconnection.** The notice of pending disconnection required by these Terms and Conditions shall be a written notice setting forth all reasons for the notice, and the final date by which the account is to be settled or specific action taken. The notice shall be considered rendered to the customer when (a) deposited in the U.S. mail with postage prepaid or (b) when sent electronically to the customer contact information on file. The final date shall be not less than five days after the notice is rendered. The notice will include information on how the customer can contact the Company to obtain additional information.

## 1.8 CUSTOMER COMPLAINTS AND DISPUTES

1. A customer or prospective customer may initiate a complaint with the Company on any relevant matter by telephone, in person, via email, or in writing directed to the Company at any of its offices. The customer may at any point during resolution of the complaint seek review by a Supervisor or Manager.
2. If the complaint is related to Telephone Service, upon investigation and final resolution by the Company, if the customer wishes further review, the customer should direct all appropriate information to the Iowa Utilities Board, Customer Service, 1375 E. Court Avenue, Room 69, Des Moines, Iowa 50319-0069, toll free at 877-565-4450, or [customer@iub.iowa.gov](mailto:customer@iub.iowa.gov)
3. In the event of a dispute concerning a bill, the Company may require the customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint, shall be made using the following procedures.

4. Within 15 days of the bill date of a disputed bill, the Company must receive from the customer an itemized statement in writing which identifies the disputed charges and reasonably explains the basis of the dispute. Failure to comply with this requirement shall mean the bill is deemed correct and all amounts are due to the Company.
5. The Company shall review the customer's statement of disputed charges and shall issue a written initial determination within 15 days after receipt to set forth the Company's proposed resolution of the dispute charges.
6. If the customer is not satisfied with the Company's proposed resolution, the customer must advise the Company in writing within 15 days after receipt of the Company's initial determination, of the specific reasons for the dissatisfaction and provide any additional information the customer deems pertinent or relevant to the dispute.
7. Within 15 days after the Company's receipt of additional information, the Company shall make its final determination and resolution of the disputed charges based upon all documentation or information available to the Company.
8. If the customer continues to withhold payment of any disputed amounts, determined to be owed to the Company, the customer's account shall be deemed to be past due, and subject to termination.
9. In the event that the Company and a customer are unable to resolve a dispute, either party may refer the matter to any court with suitable jurisdiction.

## 2.1 LOCAL TELEPHONE SERVICE

### 1. General Information

- a. Central Office Access Lines extend between the central office equipment of the Company and the demarcation point located on the premises of the customer.
- b. Basic Telephone Service types are shown in paragraph 2. below. The rates and charges for these services contained herein are in addition to all other applicable rates and charges located in other parts of these Terms and Conditions.
- c. Additional Terms and Conditions applicable to Telephone service are contained in Part I – General Terms and Conditions.

### 2. Services

- a. **Individual Access Lines** include:
  - B-1 Individual Line Business
  - Key System Line
  - Private Branch Exchange (“PBX”) Trunk Line
  - R-1 Individual Line Residence
- b. **Advanced and High-Capacity Services** include:
  - Switched DS-1 Service
  - ISDN Primary Rate Service (PRI)
  - Voice over Internet Protocol (VoIP)
- c. Service Availability Matrix

EXCHANGE NAME	Residence	Business Individual Line	Business Key System Line	Business PBX Trunk Line	Pay Telephone Service
Akron	X	X	X	X	X
Arnolds Park	X	X	X	X	X
Ashton	X	X	X	X	X
Boyden	X	X	X	X	X
Doon	X	X	X	X	X
Ellsworth, Minnesota (on the Iowa side)	X	X	X	X	X
Estherville	X	X	X	X	X
George	X	X	X	X	X
Granville	X	X	X	X	X
Heartland	X	X	X	X	X
Hinton	X	X	X	X	X
Hospers	X	X	X	X	X
Hull	X	X	X	X	X
Ireton	X	X	X	X	X
Lake Park	X	X	X	X	X
LeMars	X	X	X	X	X
Little Rock	X	X	X	X	X
Matlock	X	X	X	X	X
Maurice	X	X	X	X	X
Merrill	X	X	X	X	X

<b>EXCHANGE NAME</b>	<b>Residence</b>	<b>Business Individual Line</b>	<b>Business Key System Line</b>	<b>Business PBX Trunk Line</b>	<b>Pay Telephone Service</b>
Milford	X	X	X	X	X
Ocheyedan	X	X	X	X	X
Orange City	X	X	X	X	X
Rock Rapids	X	X	X	X	X
Sanborn	X	X	X	X	X
Sheldon	X	X	X	X	X
Sioux Center	X	X	X	X	X
Spencer	X	X	X	X	X
Spirit Lake	X	X	X	X	X
Webb and Dickens	X	X	X	X	X
Webster City	X	X	X	X	X

d. Service Descriptions

- i. **Individual Line services** may be purchased singly or in multiples.
- ii. **Key System Service** is intended for use with multiline customer key system equipment.
- iii. **PBX Trunk service** is intended for use with customer PBX equipment requiring ground start operation. In addition to premise-based PBX's included, hosted PBXs that rely on a managed service provider to perform PBX functions in 'the cloud' are also included.
- iv. **High Capacity services** include multiple connections to the public switch telephone number ("PSTN") within the same service regardless of the technology used (Switched DS-1/PRI, ISDN Primary Rate Service, or SIP-Based Service/VoIP).
- v. **Employees' Concession Telephone Service** may be offered to all active and retired employees at their residence when such telephone service is provided by this Company.
- vi. **Temporary or Vacation Suspension** is available for vacation purposes at a reduced rate upon customer request. This service is allowed when a customer is away from their premises for an extended time in the event of vacation, emergency, relocation, military service, or other purposes deemed reasonable by management. No other service charges will apply for the suspension and subsequent restoration of service. The rates may be billed in total prior to the establishment of vacation rate service, or monthly, at the option of the Company. The minimum period for which this service may be provided is 30 days; the maximum is 180 days during any 12-month period.

3. Local Calling Area

This chart provides Company exchange areas and the additional localities outside of the exchange to which customers can call without toll charges.

<b>EXCHANGE NAME</b>	<b>EAS (EXTENDED AREA SERVICE) INCLUDED IN THE LOCAL CALLING AREA</b>
Akron	Westfield and West Akron, SD, Chatsworth, Hawarden, West Hawarden
Arnolds Park	Milford, Spirit Lake
Ashton	George
Boyden	Hull, Matlock, Sheldon
Doon	Hull, Rock Rapids, IA and MN, Rock Valley
Ellsworth, Minnesota (on the Iowa side)	Adrian, MN and Midland, IA
Estherville	North Estherville
George	Ashton, Little Rock
Granville	None
Heartland Akron	Westfield, West Akron, SD, Chatsworth, Hawarden, West Hawarden
Boyden	Hull, Matlock, Sheldon
Doon	Hull, Rock Rapids, MN, Rock Rapids, IA, Rock Valley
Hawarden	Akron, Alcester, SD, Craig, E. Hudson, IA, Hudson, SD, Ireton, West Akron, SD, Westfield
Hull	Boyden, Doon, Rock Valley, Sioux Center
Ireton	Hawarden, Chatsworth, West Hawarden, SD
Rock Rapids	Doon, North Rock Rapids, MN, Hudson
Rock Valley	Doon, Hull, East Hudson
Sibley	None
Hinton	Sioux City
Hospers	Orange City
Hull	Boyden, Doon, Rock Valley, Sioux Center
Ireton	Hawarden, Chatsworth, West Hawarden, SD
Lake Park	Spirit Lake
LeMars	Brunsville, Struble
Little Rock	George
Matlock	Sheldon, Boyden
Maurice	Sioux Center, Orange City
Merrill	Sioux City, North Sioux City, SD
Milford	Arnolds Park, Spirit Lake
Ocheyedan	None
Orange City	Alton, Hospers, Maurice, Sioux Center
Rock Rapids	Doon, East Hudson, North Rock Rapids, MN
Rock Valley	Doon, Hull, East Hudson
Sanborn	None
Sheldon	Archer, Boyden, Matlock
Sioux Center	Orange City, Maurice, Hull
Spencer	None
Spirit Lake	Arnolds Park, Lake Park, Milford
Webb and Dickens	None
Webster City	Blairsburg, Duncombe, Kamrar, Woolstock

















**EXCHANGE NAME:** Sanborn

Extended Area Service to: None

	<u>Monthly Rate</u>
1. CENTRAL OFFICE ACCESS LINE	
a. WITHIN THE BASE RATE AREA	
BUSINESS SERVICE	
Individual Line.....	\$25.00
Key System Line .....	\$25.00
PBX Trunk Line .....	\$25.00
RESIDENCE SERVICE	
Individual Line.....	\$22.50
2. PAY TELEPHONE SERVICE	
a. PAY CENTRAL OFFICE ACCESS LINE .....	\$25.00

**EXCHANGE NAME:** Akron, Ashton, Boyden, Doon, Ellsworth, Minnesota (on the Iowa side); Hull, Ireton, Rock Valley, Rock Rapids, LeMars, Orange City, George, Merrill, Ocheyedon, Sheldon

Extended Area Service to:

Akron – Westfield and West Akron, SD  
 Ashton – George  
 Boyden – Hull, Matlock and Sheldon  
 Doon – Hull, Rock Rapid, IA and MN and Rock Valley  
 Ellsworth, Minnesota (on the Iowa side) – Adrian, MN, Midland, IA  
 Hull – Boyden, Doon, Rock Valley and Sioux Center  
 Ireton – Hawarden, Chatsworth and West Hawarden, SD  
 Rock Valley – Doon, Hull and East Hudson  
 Rock Rapids – Doon, East Hudson, North Rock Rapids, MN  
 LeMars – Brunsville and Struble  
 Orange City – Alton, Hospers, Maurice and Sioux Center  
 George – Ashton and Little Rock  
 Merrill – Sioux City and North Sioux City, SD  
 Ocheyedon - None  
 Sheldon – Archer, Boyden and Matlock

	<u>Monthly Rate</u>
1. CENTRAL OFFICE ACCESS LINE	
a. WITHIN THE BASE RATE AREA	
BUSINESS SERVICE	
Individual Line.....	\$25.00
Key System Line .....	\$25.00
PBX Trunk Line .....	\$25.00
RESIDENCE SERVICE	
Individual Line.....	\$18.00
2. PAY TELEPHONE SERVICE	
a. PAY CENTRAL OFFICE ACCESS LINE .....	\$25.00

**EXCHANGE NAME:** Arnolds Park, Lake Park, Spencer, Spirit Lake  
 Arnolds Park – Milford and Spirit Lake  
 Lake Park – Spirit Lake  
 Spencer – None

	<u>Monthly Rate</u>
1. CENTRAL OFFICE ACCESS LINE	
a. WITHIN THE BASE RATE AREA	
BUSINESS SERVICE	
Individual Line.....	\$20.00
Key System Line .....	\$20.00
PBX Trunk Line .....	\$20.00
RESIDENCE SERVICE	
Individual Line.....	\$18.00

**EXCHANGE NAME:** Estherville  
 Estherville – North Estherville

1. CENTRAL OFFICE ACCESS LINE	
a. WITHIN THE BASE RATE AREA	
BUSINESS SERVICE	
Individual Line.....	\$25.00
Key System Line .....	\$25.00
PBX Trunk Line .....	\$25.00
RESIDENCE SERVICE	
Individual Line.....	\$17.50

**EXCHANGE NAME:** Milford  
 Arnolds Park and Spirit Lake

1. CENTRAL OFFICE ACCESS LINE	
a. WITHIN THE BASE RATE AREA	
BUSINESS SERVICE	
Individual Line.....	\$25.00
Key System Line .....	\$25.00
PBX Trunk Line .....	\$25.00
RESIDENCE SERVICE	
Individual Line.....	\$15.00

**EXCHANGE NAME:** Spirit Lake  
 Arnolds Park, Lake Park and Milford

1. CENTRAL OFFICE ACCESS LINE	
a. WITHIN THE BASE RATE AREA	
BUSINESS SERVICE	
Individual Line.....	\$25.00
Key System Line .....	\$25.00
PBX Trunk Line .....	\$25.00
RESIDENCE SERVICE	
Individual Line.....	\$22.50

**EXCHANGE NAME:** Webster City

Extended Area Service to: Blairsburg, Duncombe, Kamrar, Woolstock

	<u>Monthly Rate</u>
1. CENTRAL OFFICE ACCESS LINE	
a. WITHIN THE BASE RATE AREA	
BUSINESS SERVICE	
Individual Line.....	\$25.00
Key System Line .....	\$25.00
PBX Trunk Line .....	\$25.00
RESIDENCE SERVICE	
Individual Line.....	\$17.50

**EXCHANGE NAME:** Heartland

Extended Area Service to:

Akron - Westfield and West Akron, SD, Chatsworth, Hawarden, West Hawarden

Boyden – Hull, Matlock, Sheldon

Doon – Hull, Rock Rapids, MN, Rock Rapids, IA, Rock Valley

Hawarden – Akron, Alchester, SD, Craig, E. Hudson, IA, Hudson, SD, Ireton, West Akron,  
SD, Westfield

Hull – Boyden, Doon, Rock Valley, Sioux Center

Ireton – Hawarden, Chatsworth, West Hawarden, SD

Rock Rapids – Doon, North Rock Rapids, MN, Hudson

Rock Valley – Doon, Hull and East Hudson

Sibley - None

1. CENTRAL OFFICE ACCESS LINE	
a. WITHIN THE BASE RATE AREA	
BUSINESS SERVICE	
Business Account Administration Fee.....	\$3.00
Individual Line.....	\$25.00
Key System Line .....	\$25.00
PBX Trunk Line .....	\$25.00
RESIDENCE SERVICE	
Individual Line.....	\$22.50
2. PAY TELEPHONE SERVICE	
a. PAY CENTRAL OFFICE ACCESS LINE .....	\$25.00

**EXCHANGE NAME:** Hospers

Extended Area Service to: Orange City

	<u>Monthly Rate</u>
1. CENTRAL OFFICE ACCESS LINE	
a. WITHIN THE BASE RATE AREA	
BUSINESS SERVICE	
Individual Line.....	\$25.00
Key System Line .....	\$25.00
PBX Trunk Line .....	\$25.00
RESIDENCE SERVICE	
Individual Line.....	\$22.50
b. OUTSIDE THE BASE RATE AREA	
BUSINESS SERVICE	
Rural Individual Line.....	\$25.00
Key System Line .....	\$25.00
PBX Trunk Line .....	\$25.00
RESIDENCE SERVICE	
Rural Individual Line.....	\$22.50
2. PAY TELEPHONE SERVICE	
a. PAY CENTRAL OFFICE ACCESS LINE .....	\$25.00

**INTEREST PAID ON DEPOSITS**

Interest paid on deposits will be 0.25%.

**DIRECTORY LISTINGS**

1. Additional or alternate listings, per listing .....	\$0.50
2. Non-Listed .....	\$1.00
3. Foreign or nonsubscriber service, per listing .....	\$0.50

**EMPLOYEES' TELEPHONE SERVICE**

The charge for Employees' Telephone Service is 0% of the regular rate.



**FOREIGN EXCHANGE SERVICE**

1. Serving Exchange (Dial Tone Provider) rates would be as follows:
  - a. Business or Residence rates would apply, plus any possible mileage rates for outside of the base rate area;
  - b. Plus, a FX service rate of \$4.00 per month.
2. Local Exchange (Non Dial Tone Provider) rates would be as follows:
  - a. Business or Residence "Central Office Access Line" rates would apply, plus any possible mileage rates for outside of the base rate area;
  - b. Plus, a FX service rate of \$4.00 per month.

**MILEAGE RATES**

	<u>Monthly Rate</u>
1. Between Buildings on Same Premises, per 1/4 mile or fraction thereof	
a. Per two wire circuit.....	ICB
2. Outside the Base Rate Area (Rural)	
a. One-party service, Pay Telephone Service Line, Key System Line, or PBX Trunk Line, each.....	ICB

**TOLL BLOCKING SERVICE**

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
1. Toll Blocking Service (out going calls only) .....	\$2.00	#
# See Service Charges		

**SPECIAL BILLING ARRANGEMENTS**

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
1. Special Billing Numbers, each .....	\$3.00	#
# See Service Charges		

**TEMPORARY OR VACATION SUSPENSION**

The monthly rate will be 0% of the regular rate for the services suspended.

The rates may be billed in total prior to the establishment of vacation rate service, or monthly, at the option of the Company.

**ADJACENT EXCHANGE SERVICE**

	<u>Monthly Rate</u>
1. First one mile or fraction thereof .....	ICB
2. Each additional 1/4-mile or fraction thereof.....	ICB

**LATE PAYMENT CHARGES**

Late payment charges shall be \$10.00 per month.

**CUSTOM CALLING SERVICES**

Individual Services	<u>Monthly Rate</u> <u>Per CO Line Equipped</u>	
	<u>Residence</u>	<u>Business</u>
1. 900 Restriction .....	\$0.00	\$0.00
2. Anonymous Call Rejection .....	\$1.00	\$1.00
3. Automatic Call Back .....	\$1.00	\$1.00
4. Automatic Recall .....	\$1.00	\$1.00
5. Call Waiting .....	\$1.00	\$1.00
6. Call Forward .....	\$1.00	\$1.00
7. Call Forward Busy .....	\$1.00	\$1.00
8. Call Forward No Answer .....	\$1.00	\$1.00
9. Call Forward Remote Access .....	\$1.00	\$1.00
10. Call Transfer.....	\$2.00	\$2.00
11. Calling Number Delivery .....	\$2.50	\$2.50
12. Calling Name & Number Delivery .....	\$3.50	\$3.50
13. Calling Name & Number Del Blocking (per line) .....	\$3.50	\$3.50
14. Customer Originated Trace .....	\$0.00	\$0.00
15. Distinctive Ringing/Call Waiting .....	\$3.00	\$3.00
16. One-Plus Per Call Restriction .....	\$2.00	\$2.00
17. One-Plus Bulk Call Restriction .....	\$2.00	\$2.00
18. Speed Calling (8 number) .....	\$1.00	\$1.00
19. Speed Calling (30 number) .....	\$1.00	\$1.00
20. Teen Service .....	\$3.00	\$3.00
21. Three-Way Calling .....	\$1.00	\$1.00
22. Telemarketing Call Screening .....	\$2.00	\$2.00

## SERVICE CHARGES

	<u>Charge</u>
1. <u>Service Ordering Charge</u> Per customer request for work ordered and requested to be completed at the same time	
a. Residence Service	
1) For connecting new or additional Central Office Access Lines.....	\$25.00
2) For moving or changing existing service and facilities, record work or adding new or additional service and facilities other than Central Office Access Lines .....	\$50.00
b. Business Service	
1) For connecting new or additional Central Office Access Lines (Key System, PBX Trunk, Pay Telephone, Resale or Shared Service Lines).....	\$25.00
2) For moving or changing existing service and facilities, record work or adding new or additional service and facilities, other than Central Office Access Lines (see b.1 above).....	\$50.00
2. <u>Central Office Access Line Charge</u> Per Central Office Access Line or telephone number worked on, including, but not limited to the following:	
a. Residence Service	
1) Central Office Access Lines, each .....	50% of Local Rate
2) Off-premises mileage and tie lines involving central office work, each.....	50% of Local Rate
b. Business Service	
1) Central Office Access lines, (see b.1 above) each.....	50% of Local Rate
2) Off-premises mileage and tie lines involving central office work, each .....	50% of Local Rate
3. <u>Trip Charge</u> One charge applies for all work ordered and requested to be completed at the same time on the same visit, each .....	\$50.00
4. <u>Returned Check Charge</u> An administrative charge is applicable for each occasion that a check, bank draft, or electronic funds transfer item is returned unpaid to the Telephone Company, per occurrence.....	\$25.00
5. <u>Reconnect Non-Pay</u> One charge applies for all work ordered and requested to be completed at the same time on the same visit, each .....	\$25.00