

# Hawkeye Telephone Company

## **TERMS AND CONDITIONS**

### **FOR TELEPHONE, BROADBAND AND CABLE TELEVISION SERVICES**

March 1, 2019

## TABLE OF CONTENTS

PART 1	General Rules and Regulations and Subject Index
PART 2	Telephone Service
PART 3	Broadband Service
PART 4	Cable Television Service
PART 5	Service Price List

These terms and conditions govern services provided by Hawkeye Telephone Company, hereinafter referred to as the Company. They include one or more types of services as specified below by the Company<sup>(\*)</sup>

- Telephone Services, including local service, toll service and special access or private line as described in Part 2.
  
- Broadband Internet Access Services as described in Part 3
  
- Cable Television Services including Basic and other packages as described in Part 4.

\* Company has specified the applicable Parts for services it provides.

### Explanation of Symbols used in Revisions

- (C) - Change in Terms or condition which affects a rate or charge
- (D) - Discontinued regulation, condition, rate or charge
- (M) - Material moved to another part of the tariff without change
- (N) - New regulation, condition, rate or charge
- (T) - Change in text only -- no change in regulation, condition, rate or charge

EFFECTIVE: March 1, 2019

## 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 5 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 which is included or referenced in Part 1 of these Terms and Conditions and which can be found at [www.hawkeyetelephone.com](http://www.hawkeyetelephone.com).

The Company's Acceptable Use Policy, which is included or referenced in Part 3 of these Terms and Conditions and which can be found at [www.hawkeyetelephone.com](http://www.hawkeyetelephone.com).

The Company's Network Management Policy, which is included or referenced in Part 3 of these Terms and Conditions and which can be found at [www.hawkeyetelephone.com](http://www.hawkeyetelephone.com).

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: the applicable Pricing Schedule; 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 rules. If a conflict of 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 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 non-stabilized pricing, changes expressly authorized or permitted by the affected Service Publication, changes required by governmental authority, or assessment of or changes to additional charges such as other charges and fees or taxes.]

EFFECTIVE: \_\_\_\_\_ March 1, 2019 \_\_\_\_\_

## Subject Index

Adjustment of Charges .....	1-8
Advance Payments .....	1-14
Allowance for Failure of Service .....	1-8
Alterations.....	1-13
Amount of Deposits.....	1-14
Application .....	1-12
For Service .....	1-12
General .....	1-8
Of Business and Residence Rates .....	1-15
Availability of Facilities .....	1-8
Billed Number Screening Service .....	2-16
Blocking Service - 900/976 .....	2-15
Business Rates Apply .....	1-15
Broadband Internet Access Service.....	3-1
Cable TV Service .....	4-1
Concession .....	2-3
Connection Charges .....	1-15
Connection with Customer Premise Equipment (CPE) .....	1-10
Customer Premise Equipment.....	1-10
Service Check Charge.....	1-17
Construction	
Alterations.....	1-13
Availability of Facilities.....	1-8
Charges .....	1-17
Construction and Installation .....	1-17
General.....	1-17
Right-of-way.....	1-18
Special Types of .....	1-17
Unusual Installation Costs .....	1-13
Contract, Minimum Periods.....	1-18
Custom Calling Services.....	2-5
Customer Data Privacy .....	1-26
Customer Complainants .....	1-24
Defacement of Property .....	1-9
Deposits	
Amount of .....	1-14
Criteria for Procurement of Deposits .....	1-15
Deposits and Collection Practices .....	1-14
Discontinuance of Service for Failure to Establish Credit.....	1-13
Interest to be Paid on Refunded Deposits .....	1-14
Refunds .....	1-14
Service Charge for Reconnection.....	1-14

## Subject Index

Directories	
Distribution and Publication .....	2-12
Listings, Property of .....	2-13
Disconnection or Refusal of Service .....	1-18
At Customer's Request .....	1-21
By Company, Disconnection of Service .....	1-18
Discontinuance due to Faulty CPE .....	1-19
Discontinuance due to Hazardous Conditions .....	1-18
Discontinuance for Failure to Establish Credit .....	1-19
Discontinuance for Non-payment of Bill .....	1-19
Disputes .....	1-20
Emergency Medical Conditions .....	1-21
Dispute of Bill .....	1-28
E911 .....	2-18
Email Addresses .....	3-1
Emergency Medical Conditions .....	1-13
Employees' Telephone Service .....	2-3
Establishment of Credit .....	1-13
Explanation of Symbols .....	1-1
Extended Area Service .....	2-4
Extension of Facilities (Line Extensions) .....	1-18
Failure of Service, Allowance for .....	1-8
Foreign Exchange Service .....	2-16
Information Service Access Blocking .....	2-15
Internet Access .....	3-1
Installation Charges (Construction) .....	1-15
Interest to be Paid on Deposits .....	1-14
IP Addresses .....	3-1
Late Payment Charge .....	1-22
Lifeline Assistance .....	2-23
Line Extensions .....	1-18
Availability of Facilities .....	1-8
Beyond Existing Facilities .....	1-17
Local Telephone Service .....	2-2
Maintenance and Repair	
Of Company Services .....	1-13
N11 Service Offerings .....	2-19
211 Service .....	2-19
311 Service .....	2-20
511 Service .....	2-20
711 Service .....	2-20
811 Service .....	2-20

## Subject Index

Network	
Connections With.....	1-23
Notices	
Failure to Establish or Maintain Credit.....	1-14
Non-payment of Due Bill.....	1-22
Payment for Service and Facilities.....	1-22
Connection of Service by Company.....	1-18
Disconnection, With or Without Notice.....	1-18
Late Payment Charge.....	1-22
Service Charge for Reconnection.....	1-22
Price List.....	5-1
Privacy Policy.....	1-24
Private Property	
From Last Facility (Line Extension).....	1-18
Right-of-Way.....	1-18
Resale Service.....	1-24
Residence Rates Apply.....	1-15
Returned Check Charge.....	1-23
Right-of-Way.....	1-18
Service Charges.....	5-1
Central Office Access Line Charge.....	1-16
Reconnection for Non-Payment of Bill.....	1-22
Returned Check Charge.....	1-23
Service Order Charge.....	1-16
Trip Charge.....	1-16
Service Check.....	1-17
Service Ordering Charge.....	1-17
Table of Contents.....	1-1
Tampering with Equipment.....	1-19
Telephone Directories.....	2-12
Telephone Directory Listings.....	2-13
Telephone Numbers.....	2-12
Temporary or Vacation Suspension.....	2-3
Termination of Service by Customer.....	2-21
Toll Blocking Service.....	2-15
Transmitting Messages.....	1-9
Trip Charge.....	1-16

## Subject Index

Unusual Installation Costs.....	1-13
Use of Connecting Company Lines .....	1-9
Use of Customer Service .....	1-9
Use of Service and Facilities.....	1-9



## RULES AND REGULATIONS

### A. APPLICATION

#### 1. General

- a. The Rules and Regulations specified herein apply to the services and facilities furnished by the Service Provider hereinafter referred to as the Company. If the customers fail to observe these Rules and Regulations, the Company has the option to discontinue service after due notice of such failure.
- b. In the event of a conflict between these General Rules and Regulations and any conditions contained in the Telephone, Broadband or Cable Television sections, the rates and conditions contained in the specific section shall prevail.

### B. OBLIGATION AND LIABILITY OF TELEPHONE COMPANY

#### 1. Availability of Facilities

- a. 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 Part 1 H, Construction Charges.

#### 2. Allowance for Failure of Service

- a. The Company does not guarantee uninterrupted working of its lines or equipment. In case service is interrupted other than by the negligence or willful act of the customer, an adjustment will be made in the amount of the charges for that portion of the service rendered inoperable. Any adjustment shall apply only if the interruption continues beyond twenty-four (24) hours after first noted by the Company. Adjustment will be made in the form of a bill credit. No other liability shall in any case attach to the Company.

#### 3. Adjustment of Charges

- a. 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 two years. 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.

## RULES AND REGULATIONS

## 4. Transmitting Messages - Security

- a. The Company does not transmit messages, but offers the use of its facilities, where available, for communications between parties, subject to the rules, regulations and conditions specified in 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, viruses, e-mail filtering, service interruptions, etc. The Company makes no representations, warranties or assurances regarding the security of any system or network or the protection or privacy of email or other information transferred or communicated through the Internet or any other 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.

## 5. Use of Connecting Company Lines

- a. Facilities of other companies may be used in establishing connections to points not reached by this Company's lines. In establishing connections with the facilities of other companies, the Company does not assume any liability for any action of the connecting company.

## 6. Defacement of Property

- a. 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.

## C. USE OF SERVICE AND FACILITIES

## 1. 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 treated as 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.

## RULES AND REGULATIONS

- c. Services may not be resold, except as otherwise authorized in Part I, Section P of these Terms and Conditions or as authorized in a specific Service Contract.
2. 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. The demarcation point is either outside or inside the premise and is typically the location where the Company's network is terminated and grounded.
    - b. Customers may provide and install their own customer premise equipment and wiring after the demarcation point so long as no electronic or physical harm is caused to the Company's network.
    - c. Customers are not permitted to physically cut, improperly terminate, substantially alter or otherwise destroy the Company's owned premise equipment and wiring before the demarcation point.
    - d. Customer Premise Equipment and Wiring may be connected throughout the premise using coaxial, copper and fiber wiring or wireless technology.
    - e. To protect the premise equipment and wiring from electronic or physical harm, signal leakage and other types of degradation, the Company may require that any premise equipment and wiring (including connectors, splitters, and other equipment used) meets reasonable technical specifications, not to exceed the technical specifications of such equipment installed by the Company. However, if the customer's connection to, redirection of or rerouting of the premise equipment and wiring causes electronic or physical harm to the Company's network, the Company may impose additional technical specifications to eliminate such harm.
    - f. 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; the reception of signals by the customer premise equipment.
    - g. 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.
    - h. Customer premise equipment and wiring may be used with the facilities furnished by the Company for telephone, broadband, or cable television service, provided that such equipment will be connected, maintained and operated in a manner compatible with the Company's network.

## RULES AND REGULATIONS

- i. It is the customer's obligation to ensure compliance with any applicable state or federal laws governing the installation and use of customer premise equipment and wiring.
- j. To protect the Company's network and services furnished to the public, the customer premise equipment and wiring must comply with all applicable network protection criteria including those requirements in the National Electrical Code (NEC) and FCC regulations.
- k. 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.
- l. 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.
- m. The customer may be charged as specified in Part 2.3, Service Check Charges for visits to their premises when the service trouble is determined to be caused by the customer premise equipment and wiring.
- n. The Company shall not be responsible for any loss, damage, failure or impairment of service in connection with customer premise equipment and wiring. The Company's liability is limited to that provided in these General Terms and Conditions.
- o. 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.

## RULES AND REGULATIONS

- p. 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 cancellation or disconnection. 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 5 of these Terms and Conditions.
- q. 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 5 of these Terms and Conditions.

## D. ESTABLISHMENT AND FURNISHING OF SERVICE

## 1. Application for Service

- a. Applications for service may be made orally or in writing. These applications become contracts upon the establishment of service. The Company may require a deposit in order to establish service. If a deposit is required by the Company, applicable non-recurring charges and service charges (if any) 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 in rates, rules or regulations shall act as a modification of the contract to that extent, without further notice.
- b. Minimum contract periods and termination of service are covered elsewhere in Part 2 of these Terms and Conditions.

## RULES AND REGULATIONS

2. Alterations
  - a. 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.
3. Payment for Service
  - a. The customer is required to pay all rates and charges for services and facilities.
4. Maintenance and Repairs
  - a. All expense of maintenance and repair of services or facilities provided by the Company 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
  - a. 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.

### E. ESTABLISHMENT AND MAINTENANCE OF CREDIT

1. Establishment of Credit
  - a. 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 who are required to make a deposit may be required to pay in advance of installation, the service connection, installation and/or construction charges. In order to insure the payment of all charges due for its service, the Company may require any customer to establish and maintain his credit in one or more of the following ways:
    - 1) by authorizing a commercial credit check by the Company <sup>1</sup>
    - 2) by furnishing credit references acceptable to the Company.
    - 3) by means of a cash deposit.

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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.

## RULES AND REGULATIONS

### 2. Amount of Deposits

- a. The amount of deposit required shall not be more than the maximum charge or 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. Qualified low income applicants may apply for Lifeline Assistance.
- b. 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.
- c. 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

- a. 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. Discontinuance of Service for Failure to Establish Credit

- a. Service may be discontinued for failure to establish or maintain credit, as set forth in E.4 above, five days after the Company has mailed notice requiring the customer to do so.

### 5. Service Charge for Reconnection

- a. Where service has been discontinued for failure to establish or maintain credit, as set forth in F.1. above, the applicable service charges as listed in Part 5 shall apply.

### 6. 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 5.

## RULES AND REGULATIONS

### 7. Criteria for Procurement of Deposits

- a. False credit information
- b. Unsatisfactory credit history
- c. Requests for special construction or equipment

## F. APPLICATION OF BUSINESS AND RESIDENCE RATES

### 1. Business rates apply at the following locations:

- a. In offices, stores, factories, mines, and all other places of a strictly business nature.
- b. In boarding houses, except as noted under G.2. below, offices of hotels, halls and offices of apartment buildings; quarters occupied by clubs or lodges; public, private or parochial schools or colleges, hospitals, libraries, churches and other similar institutions.
- c. At residence locations when the customer has no regular business access line service 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 of a residence nature. This may be indicated by advertising either by business cards, newspapers, handbooks, billboards, circulars, motion picture screens, or other advertising media, such as on vehicles, etc.
- d. In any location where the listing of service at that location indicates a business, trade or profession, except as specified under G.2. below.

### 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 house, or boarding houses where service is confined to the customer's use.
- c. In college fraternity or sorority houses where individual access line service is provided.

## G. INSTALLATION AND SERVICE CHARGES

### 1. General

- a. Service charges for Telephone, Broadband and Cable Television 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.



## RULES AND REGULATIONS

### 2. Types of Charges

a. Service Order Charge – (Telephone Service Only)

- 1) Per customer request for work ordered and requested to be completed at the same time
- 2) For residence service
- 3) For business service

b. Central Office Access Line Charge – (Telephone Service Only)

- 1) Per Central Office Access Line or telephone number worked on including, but not limited to the following:
  - a. Residential Lines, each
  - b. Business Lines, each
  - c. Off-premises mileage and tie lines involving central office work, each

c. Trip Charge

- 1) One charge for all work ordered and completed at the same time on the same visit.

d. Labor Charge

- 1) Per employee per hour for all work ordered and requested to be completed.

### 3. Conditions

a. Service Charges are in addition to the other applicable rates and charges located in other parts of these Terms & Conditions.

b. Service Charges apply in addition to, but not in lieu of, mileage rates or those charges covered under Construction Charges on Page 1-17.

c. 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.

d. 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.

## RULES AND REGULATIONS

### H. SERVICE CHECK – CUSTOMER PREMISE EQUIPMENT AND INSIDE WIRING REPAIR CHARGES

#### 1. General

- 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 Wire Maintenance Plan is available to residential customers. A set monthly fee may cover maintenance of approved Customer Premise Equipment and Wiring.

#### 2. Conditions

- a. No charges will be assessed when a service check is performed and:
  - 1) The Company determines the trouble exists on the Companies side of the demarcation point.
  - 2) The Company identifies or repairs any trouble on the customer's side of the demarcation point and the customer does purchase a wire maintenance plan.
- b. Charges will be assessed when a service check is performed and:
  - 1) 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 wire maintenance plan.

### I. CONSTRUCTION CHARGES

#### 1. General Conditions

- 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.

## RULES AND REGULATIONS

- 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.<sup>2</sup>
  - 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.
2. Types of Network Additions governed by Construction charges may include
- a. Line Extensions
  - b. Temporary or Speculative additions
  - c. Special Type or Request
  - d. Real Estate Developments and Subdivisions
  - e. Multi-Dwelling Units or Apartment Complexes

### J. MINIMUM CONTRACT PERIODS

1. Minimum Contract Period
- a. Except as specified elsewhere in these Terms and Conditions, 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 (see Special Type Construction).

### K. DISCONNECTION OR REFUSAL OF SERVICE

1. By the Company Without Notice
- a. The Company may disconnect or refuse service without notice:
    - 1) in the event of a condition on the customer's premises determined by the Company to be hazardous.

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<sup>2</sup> In the case of Companies' with Rural Utilities Service (RUS) financing, loan covenants may limit Company's ability to charge or the amount of construction charges that may be assessed.

## RULES AND REGULATIONS

- 2) in the event of customer's use in such a manner as to adversely affect the Company's facilities or the Company's service to others, such as:
    - a) connection of Customer Premise Equipment which causes or is likely to cause interference or hazard to the network.
    - b) Impersonation of another with fraudulent intent.
  - 3) in the event of tampering with facilities furnished and owned by the Company.
  - 4) in the event of unauthorized use.
2. By the Company After Prior Written Notice
- a. In addition to the reasons set forth in subparagraph 1a. above, the Company may disconnect or refuse service after providing at least five days for any of the following reasons:
    - 1) failure of a customer to make suitable deposit as required by these rules.
    - 2) use of service in an unlawful or abusive manner, including to illegally threaten or harass other persons or in violation of any federal, state, or local law applicable to use of service.
    - 3) the customer's bill for services remains unpaid after the last date for timely payment.
    - 4) for failure of the customer or prospective customer to furnish permits or certificates of right-of-way specified as conditions for obtaining service, or the termination of those permissions or rights, or for the failure of the customer or prospective customer to fulfill the contractual obligations imposed upon them as conditions of obtaining service by a contract.
    - 5) for failure of the customer to permit the Company reasonable access to its facilities.
    - 6) any other violation of the Service Publications, the requirements of municipal ordinances or law pertaining for the service.
  - b. Despite the prior written notice provisions as contained in these rules, disconnection may take place prior to the expiration of the notice period if the Company determines, from verifiable data, that usage during the notice period is so abnormally high that a risk of irrevocable revenue loss is created.
  - c. Only one written notice will be provided to the customer if multiple violations occur.

## RULES AND REGULATIONS

- d. The notice of pending disconnection required by these rules 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 deposited in the U.S. mail with postage prepaid. If delivery is by other than U.S. mail, the notice shall be considered rendered when delivered to the last known address of the person responsible for payment for the service. The final date shall be not less than five days after the notice is rendered, or in the case of deposits twelve days. The notice will include a toll-free or collect number where a customer can obtain additional information.
  - e. Where written notice is required, the Company will not disconnect service on a weekend, holiday, or after 2:00 P.M. unless the Company is prepared to reconnect the service the same day.
3. Disputes

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 procedures listed following.

- a. 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.
- b. 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.
- c. 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.
- d. 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.

RULES AND REGULATIONS

- e. 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.

In the event that the Company and a Customer are unable to resolve a dispute, either party may refer the matter to<sup>3</sup>

any court with suitable jurisdiction, or

Binding Arbitration

In the event the dispute is related to Telephone services, dispute resolution may continue for not less than forty-five days after the rendering of the disputed bill, during which the service shall not be disconnected for non-payment for the disputed amount in accordance with 199 IAC 22.4(5)h(3).

4. Emergency Medical Conditions

Disconnection of a telephone service to a residential customer shall be postponed 30 days if an existing medical emergency of the customer, a member of the customer's family, or any permanent resident of the premises where service is rendered would present an especial danger to the health of any permanent resident of the premises in accordance with 199IAC 22.4(6)

5. At Customer's Request

- a. Contracts for service may be terminated prior to the expiration of the contract period provided advance notice is given to the Company and upon agreement to pay all charges due for the service furnished, plus any termination charges which are applicable.
- b. Where a contract for service with a one-month minimum period is canceled before establishment of the service is completed, a charge not to exceed the service charge specified, is applied if all or a portion of the facilities have been installed.
- c. No minimum or termination charge will apply (unless otherwise stated specifically in these Terms and Conditions) where a new customer takes over the service of the former customer, provided the service is to be furnished at the same location without interruption and that the new customer assumes all unpaid charges on the original contract. Minimum and termination charges will apply for any service furnished under the original contract which is not retained by the new customer.
- d. No minimum or termination charge will apply in the event the service is terminated because of condemnation, destruction, or damage to property by fire or other cause, beyond the control of the customer.

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<sup>3</sup> Company to specify method and forum for dispute resolution

## RULES AND REGULATIONS

### L. PAYMENT FOR SERVICE AND FACILITIES

#### 1. General

- a. Generally all customers shall pay for services and facilities monthly in advance. Municipal, State or Governmental Agencies may be exceptions to this rule.
- b. Billing to customers shall be scheduled monthly.
- c. All bills for services are due not less than 20 days after the bill is rendered.
- d. 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 shall be prorated. If the prorating indicates a refund is due, the refund shall be accomplished by bill credit.
- e. Failure to receive a bill does not relieve the customer of the responsibility for payment.

#### 2. Disconnection of Service by the Company

- a. In the event of failure by the customer or those responsible to pay any bill on or before the due date, the Company may discontinue local services upon written notice, allowing the customer five days to make payment or settlement.

#### 3. Service Charge for Reconnection

- a. Where service has been discontinued for non-payment of a due bill applicable service charges as listed in Part 5 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.

#### 4. Late Payment Charge

- a. All bills for which full payment has not been received paid before the last date for timely payment shall be subject to a late payment charge.
- b. Late payment charges shall be as listed in Part 5.

## RULES AND REGULATIONS

### 5. Returned Check Charge

- a. An administrative charge will be assessed for each occasion that a check, bank draft, or electronic funds transfer item is returned unpaid to the Company.
- b. Returned Check charges shall be as listed in Part 5.

## M. TAXES OR FEES TO BE BILLED TO CUSTOMERS

### 1. General

- a. When a municipality or political subdivision imposes upon the Company any license, occupation, franchise, permit, inspection or other similar tax, such tax, fee or charge may be billed to the customers receiving service within the municipal or political subdivision, allocated uniformly on the basis of each such customer's monthly charges for the types of service made subject to such tax, fee or charge.
- b. Charges authorized by the FCC and included in the Companies Interstate Tariffs will also be assessed on the customer's monthly bill.
- c. Charges mandated by the State of Iowa for 911 service will also be assessed on the customer's monthly bill.

## N. NETWORK CONNECTIONS

### 1. General

- a. Customers are connected to the Company's network at a point of demarcation as specified in these Terms and Conditions.
- b. Connections of new inside station wiring to the network shall only be made at the Demarcation Point.
- c. Such connections shall be made by using a Standard Network Interface and shall be in accordance with Part 68 and/or Part 76 of the FCC Rules.
- d. Direct electrical connections at the protector or by-passing the Standard Network Interface shall constitute a violation of this Company's filed tariffs and the service may be disconnected in accordance with its filed Rules and Regulations.
- e. Customers shall not be allowed to construct inside station wiring from a demarcation point or between two or more buildings on the same premises to obtain service from an exchange other than that by which they would normally be served. Existing inside wiring obtaining service within another exchange boundary shall be disconnected by the customer within ten days after receipt of written notification from the Company.



## RULES AND REGULATIONS

### O. CUSTOMER COMPLAINTS

#### 1. General

- a. A customer or prospective customer may initiate a complaint with the Company on any relevant matter by telephone, in person or in writing directed to the Company at any of its offices. The Company's response to the complaint will generally be in the same form used by the customer. However, the Company may respond to written complaints by telephone or personal visits when it believes such communications will be effective in resolution of the issues.
- b. The customer may at any point during resolution of the complaint seek review by a Supervisor or Manager.
- c. If the complaint is related to Telephony 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).

### P. RESALE OR SHARED SERVICE

#### 1. General

- a. A reseller or shared service customer may obtain service from the Company to allow occupants of a building or complex of buildings to share in the use of services.
- b. The Company will provide service to the point of demarcation.
- c. The customer shall be responsible to extend the service from the point of demarcation.
- d. The end-user customer must be allowed to subscribe to service provided by the Company.

### Q. REGULATIONS AND CUSTOMER DATA PRIVACY

1. To the extent that any Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") or any state public utilities commission or other regulatory agency, these terms and conditions shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or state public utilities commission or other regulatory agency.
2. Company reserves the right to suspend, modify or terminate any Service without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction, (i) prohibits, restricts or otherwise prevents Company from furnishing such Service, or (ii) has a material negative impact on Company's performance hereunder.

## RULES AND REGULATIONS

3. This Privacy Statement describes how Company and its affiliates collect information from or about you, either as a customer, visitor to any Company website, when you order services from us, how we use the information we collect, and the choices customers have concerning the collection and use of such information. The goal of this Statement is to ensure that your experience is secure so that you may use our products and services with complete confidence.
4. Personal Information Collected
  - a. Company limits the information collected about you to what is needed for conducting business, including the offering of products and services that might be of interest to you. You may choose to provide “personally identifiable information” (PII) to Company in a number of ways either in person, telephonically or via our websites or mobile apps. Examples of how you may share PII with us include: ordering a service or equipment from us, sending us e-mail, responding to Company surveys, entering Company-sponsored contests or sweepstakes, registering to receive news or public information or applying for a job. We may also obtain PII from third parties (for example, credit agencies) with your permission.
  - b. Examples of PII are:
    - 1) Name (including company name for business customers)
    - 2) Unlisted or restricted mailing address
    - 3) Unlisted or restricted telephone number
    - 4) E-mail address
    - 5) Credit card number or financial/bank account number or information, including routing numbers
    - 6) Passwords or personal identification codes (PINs)
    - 7) Date of birth
    - 8) Social Security number
    - 9) Driver’s license number or government issued identification number
    - 10) Company contact information for business customers
    - 11) Information obtained by Company through customer referral programs
  - c. The following information is not PII:
    - 1) Mailing address, unless unlisted or restricted at your request
    - 2) Telephone number, unless unlisted or restricted at your request
    - 3) IP Address allowing you to use our internet service
    - 4) PII included in aggregate data compiled by Company
  - d. The Company may compile or aggregate PII from numerous customers or Web visitors or mobile app users to collect data about groups of customers or potential customers or categories of service. Company does not consider this “aggregate” information as PII because the aggregate information does not contain the PII of any individual customer, Web visitor, or mobile app user.

## RULES AND REGULATIONS

- e. Use of Personally Identifiable Information. The Company uses PII to provide products and services to meet customers' needs, including new products or services. Company may share PII with any Company-affiliated company, and these companies are subject to the terms of this Statement

The Company retains PII only as long as is necessary for Company to comply with business, tax and legal requirements. This retention period could be the entire time you are our customer depending on the type of PII.

- f. Company does not
  - 1) Sell any customer data, whether it be defined as PII or otherwise, to third parties.
  - 2) Collect PII from you unless you provide it to us in person, telephonically or electronically by visiting our websites or using our mobile apps, including information you provide in order to use our services.
  - 3) Sell the names and addresses of Company Web visitors or mobile app users to unaffiliated suppliers, without your prior approval
  - 4) Allow third parties to change your service provider or otherwise access your account information, at your request, without complying with our security policies, including our Customer Account Protection Plan that protects your account from changes not authorized by you.
  - 5) Information about our customers and users, including PII, may be shared and transferred as part of any merger, acquisition, sale of Company assets or transition of service to another provider. This also applies in the unlikely event of an insolvency, bankruptcy or receivership in which customer and user records would be transferred to another entity as a result of such a proceeding.

### 5. Customer Proprietary Network Information (CPNI).

- a. CPNI is information that relates to the quantity, technical configuration, type, destination, location and amount of use of the telecommunications services purchased by you from Company. CPNI is available to Company solely through its relationship with you and information contained in your bill for telecommunication services. CPNI does not include information that is typically classified as PII, such as your name or e-mail address and does not include compiled or aggregated PII. U.S. federal law requires Company to protect the confidentiality of CPNI.
- b. Unless you opt-out from the use of CPNI, Company may use CPNI to market service offerings to you to which you do not already subscribe. Customer may contact the Company to opt-out. Company may, without prior approval from you, use CPNI to provide or market service offerings to you, if the service offerings are within the same categories of service to which you already subscribe, regardless of your CPNI selection of CPNI.

## RULES AND REGULATIONS

- c. If you order Company services from a Company dealer, Company's dealers are prohibited from accessing or using your CPNI unless you sign a consent form authorizing Company to release your CPNI to the dealers. Dealers are required by Company to take all necessary measures to protect the confidentiality of your CPNI. As part of the dealers' agreements with Company, dealers agree that, upon termination of your Company services, the dealers will promptly return all of your CPNI to Company and will not retain any CPNI in any form.
6. Value-Added Services.
  - a. Because we appreciate the trust you have placed in us, we continually look for ways to enhance your customer experience. From time to time, we may notify you about a Company product or service using the information you have provided to us either in person, telephonically or electronically by visiting our websites or using our mobile apps, including information you provide to use our services. We strive to limit our offers to those we think you would benefit from and appreciate receiving.
  - b. The Company complies with all applicable laws and regulations regarding "Do Not Call" Lists. Generally, Company is allowed to contact its customers, even if the customers are registered with federal or state Do Not Call Lists, because of our relationship with you. Company will, of course, honor any request to remove your name from our telephone, mail or e-mail solicitation lists and will delete your information from existing files within a reasonable time period. Customer may contact the Company to arrange for these notifications to be discontinued.
7. Information Disclosed to Third Parties. The Company does not sell PII of its customers. In limited circumstances, Company may provide PII to third parties:
  - a. To assist us in developing, promoting, establishing, maintaining, and/or providing Company-related products and services to you, including joint marketing efforts or promotions, but PII may not be used by the third parties for any other purpose;
  - b. To assist us in establishing accounts, billing, collecting payment (i.e. credit bureaus and collection agencies), enforcing the Terms and Conditions or the Acceptable Use Policy of our Company services where permitted by law, and protecting or enforcing our rights or property, or the services of our other customers, from fraudulent, abusive, or unlawful use by you of our services;
  - c. To comply, when required by law, with court or administrative orders, civil or criminal subpoenas, warrants from law enforcement agencies, federal or state regulatory requirements, mandatory governmental audits, E911 reporting requirements, grand jury investigations, civil or criminal governmental investigations, or reporting required by the National Center for Missing and Exploited Children, designated by federal law as a reporting mechanism for child pornography; and
  - d. To appropriate law enforcement, 911 centers, or emergency services when Company, in good faith, believes the disclosure is necessary to protect a person, Company property, or the public from an immediate threat of serious harm.

## RULES AND REGULATIONS

## 8. Data Collection Technologies.

- a. In addition to PII identified in Section O(4) , we, or our third-party partners, may collect non-personal information automatically when you enter Company websites or use Company mobile apps, such as domain name, browser, your computer operating system, information about the Web page from which you linked to the website, and time spent on different parts of our websites or mobile apps. We or our partners may use this information to evaluate and improve the websites and mobile apps, and may share the information with third parties on an aggregated basis to enhance our products and services offered. This on-line information is typically collected via cookies, web beacons (see Section O(15) for definitions), and/or other data collection technologies. Like virtually all other websites that you visit, we use cookies to deliver Web content specific to your interests and to control access to your personal shopping cart after your initial entry. The cookie permits the server to recall information from your previous shopping trip, should you decide to think about your purchase. A cookie is not used to access or otherwise compromise the data on your hard drive. With most browsers, you can choose to change your browser settings to disable cookies. Please be aware that cookies may be required to complete certain functions on Company websites and other websites you may link to from Company websites, including making purchases or payments on your account.

## 9. Security Measures

- a. The Company wants you to use our services with confidence, and therefore we use a number of security techniques designed to protect your information from unauthorized access, including firewalls and access control procedures. Company has physical, electronic, contractual, and managerial security measures in place to protect against the loss, misuse and alteration of information under our control. For example, when you place an order on a Company Website, the information you submit is encrypted using the Secure Sockets Layer (SSL) protocol.
- b. Company employees are bound by non-disclosure agreements that prevent them from disclosing any PII or CPNI. Further, Company guidelines state that Company employees must abide by all state and federal privacy and security laws and regulations in the performance of their job duties.
- c. Our policies also limit access to PII to only those employees, contractors, agents, or representatives that require the information to perform their jobs or assist Company with providing products and services to you.

## RULES AND REGULATIONS

### 10. Children

- a. Children under the age of majority should consult with their parents or guardian before furnishing any data to us. Parents should consider using one of a number of available parental control tools that provide a child-friendly, on-line environment and can prevent children from disclosing PII without parental consent. If a child has provided personal information without the consent of a parent or guardian, that parent or guardian should contact the Company to request that the information be deleted from our records. More information about parental controls may be found on Company websites or by contacting a Company customer care representative.
- b. Company does not knowingly collect PII from children under the age of 13 in connection with providing products and services, and it strives to comply with all provisions of the Children's Online Privacy Protection Act (COPPA). If Company inadvertently collects information from minors below the age of 13, the information will be treated as PII of the adult customer.

### 11. Website Links

- a. Company is not responsible for the content or privacy policies of other non-Company websites or non-Company mobile apps. You should keep this in mind when accessing websites through links on Company websites or mobile apps, or through third party advertisements appearing on Company websites or mobile apps. Further, Company may advertise on other websites or mobile apps. The advertising companies placing our ads may use cookies or web beacons to track the effectiveness of our ads. The use of such technology is subject to the privacy policies of the advertising companies, and not this Statement.

### 12. Statement Updates

- a. We may update this Privacy Statement at any time in connection with our constant efforts to improve our products and services. We strongly encourage you to periodically review this Statement. We reserve the right to expand our capabilities for information collection and use and change this Statement in this regard. If any change constitutes a material change to this Statement, we will post a notice on our websites in a prominent position. If Company decides to use PII in a manner that is materially different from what is contained herein, we will post the change on this page for 30 days before making the change.

### 13. Security Breaches

- a. While our goal is to prevent any unauthorized disclosure of PII, the Company cannot guarantee that a disclosure will not occur. We will make reasonable efforts to contact you if we determine that a security breach has occurred and that there is a reasonable risk of identity theft or as otherwise required by law.

## RULES AND REGULATIONS

### 14. Contact Us

- a. If you have questions, concerns, or complaints about this Statement or Company's privacy practices, please contact a Company customer care representative at:

Hawkeye Telephone Company  
115 W. Main Street  
P.O. Box 250  
Hawkeye, Iowa 52147  
[www.hawkeyetelephone.com](http://www.hawkeyetelephone.com)  
Phone: (563) 427-3222

We will respond to your inquiries in a timely manner.

### 15. Definitions Applicable to Privacy Policies

- a. Cookies are small, encrypted data strings our server writes to your hard drive that contains your unique Company User ID.
- b. Web beacons are small graphic images imbedded in a webpage or email.

### 16. Internet Information

- a. Company's network management practices are designed to provide the best possible online experience to its customers. To that end, Company monitors traffic flows between points within its network and between its network and locations on the Internet for purposes of reasonable network management. Company uses this information to manage its network, provide security for its customers, plan for future needs, and ensure its network runs efficiently. Monitored information includes the amount of data sent to and from your connection, the source and destination of the data, and the type of information sent and received. In limited circumstances, Company may also look into the contents of the information to determine whether it is malicious in nature (such as a virus, spam, worm, etc.) or when required by law to comply with judicial orders or regulations.

Terms and Conditions

Contents

2.1 LOCAL TELEPHONE SERVICE

Services provided by Exchange

Individual Line Services

Multiline Services

Local Calling areas

2.2 OPTIONAL CALLING SERVICES

Number Hunting

Direct Inward Dial

Custom Calling Features

2.3 TELEPHONE NUMBERS, DIRECTORY

Numbers

Directory Publication and Distribution

Directory Listing Options

2.4 INFO SERVICES, & CALLING RESTRICTIONS

Local Operator and Dir assistance

Toll & Info Service Blocking

BNS

2.5 MISCELLANEOUS SERVICES

FX Service

Off Premise Extensions

E911 Service

Other N11 Services

Lifeline Assistance Program

Long Distance (Toll) Services



## Terms and Conditions

## 2.1 LOCAL TELEPHONE SERVICE

## A. GENERAL

Central Office Access Lines extend between the central office equipment of the Company and the demarcation point located on the premises of the customer.

Basic Telephone Service types are shown in paragraph B. 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.

## B. SERVICES

## 1. INDIVIDUAL ACCESS LINES

- B-1 Individual Line Business
  - Key System Line
  - PBX Trunk Line
  - R-1 Individual Line Residence

## 2. ADVANCED AND HIGH CAPACITY SERVICES

- Switched DS-1 Service
- ISDN Primary Rate Service (PRI)
- Voice over Internet Protocol (VoIP)

## 3. SERVICE AVAILABILITY MATRIX

<b>EXCHANGE NAME</b>	<b>Residence</b>	<b>Business Individual Line</b>	<b>Business Key System Line</b>
Hawkeye	X	X	X

## 4. SERVICE DESCRIPTIONS

- a. Individual Line services may be purchased singly or in multiples.
  - 1. Key System Service is intended for use with multiline customer key system equipment. using loop start operation
  - 2. PBX Trunk service is intended for use with customer PBX equipment requiring ground start operation.

Terms and Conditions

- b. High Capacity services include multiple connections to the PSTN within the same service
  - 1. Switched DS-1 service has up to 24 channels connecting to the PSTN. Individual channels can be provisioned for inward outward or two way traffic.
  - 2. ISDN Primary Rate Service, also known as 23 B+D access PRS includes up to 24 64-kbit/s B-channels to carry user information such as voice calls, circuit-switched data, or video, while the D-channel handles signaling or control information. When equipped, the D-channel can control a maximum of 95 B-channels. The B-channels may be provisioned on the same facility as the D-channel or on other PRS T1 facilities. Each B-channel is dedicated to inward, outward or 2-way traffic. The customer may use CPE to bond together 64 Kbits B-channels for the transmission of circuit-switched data or video.

5 EMPLOYEES' TELEPHONE SERVICE

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.

Employees' Telephone Service at their residence is available to employees of the Company having at least zero months of continuous credited service with the Company.

6. TEMPORARY OR VACATION SUSPENSION

Temporary Suspension of Service 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 restoral 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.

C. 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.

EXCHANGE NAME	EAS (EXTENDED AREA SERVICE) INCLUDED IN THE LOCAL CALLING AREA
Hawkeye	Alpha, Waucoma, Randalia

## Terms and Conditions

## 2.2 OPTIONAL CALLING SERVICES

Optional Telephone Service types are shown in paragraph B. 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.

## 1. HUNTING SERVICE

## A. General

Hunting Service is an optional arrangement available to customers with two or more business or residence line services at the same location. Where facilities permit, lines are arranged so that incoming calls to a busy line overflow to another line in the hunting arrangement.

- Hunting starts with the called line and tests for busy on each line in a prearranged group until either an idle line is found or the end of the group is reached.
- Circular Hunting starts with the called line and tests for busy on each line in a prearranged group of lines. When the end of the group is reached, circular hunting continues to the first line of the hunt group and hunts until the line just preceding the dialed number is hunted.

## B. Conditions

- a. The rates for hunting services are in addition to the rates for basic business and residential, exchange access lines.
- b. Hunting is not offered between grades or classes of service, e.g., business to residence, business to key system or PBX.

## 2. DIRECT INWARD DIALING SERVICE (DID)

## 1. General

Direct-Inward-Dialing (DID) is a special trunking arrangement which permits incoming calls from the exchange network to reach a specific PBX station without attendant assistance.

## 2. Conditions

The Company will assign line numbers for direct inward dialing in blocks of numbers. When additional numbers are required, they will be made available as soon as the Company has equipment available for this purpose. The Company does not guarantee that line numbers will be made available in all cases.

## 3. RATES

Rates for Hunting and DID services are in addition to the rates for PBX Trunk, or High Capacity Services and are as listed in Part 5.

## Terms and Conditions

## 4. CUSTOM CALLING SERVICES

## a. GENERAL

Custom Calling Services are optional telephone service arrangements which may be provided only from central offices equipped to provide one or more custom calling features. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of these Terms and Conditions.

## b. CUSTOM CALLING SERVICE DESCRIPTIONS

1. Automatic Recall: Enables a customer to receive a voice message identifying date, time and number of the last incoming call.
2. Anonymous Caller Rejection: Allows a customer of Caller Identification - Number to reject calls for which calling number display information has been intentionally blocked. Only calls for which the information has been blocked are rejected.
3. Call Forwarding-Basic: Permits a customer to transfer all incoming calls to another dialable telephone number. The customer pre-selects a second telephone number to which all incoming calls are automatically transferred. Calls may be transferred to a long distance message telecommunications point subject to the availability of the necessary facilities in the central office from which the calls are to be transferred.
4. Call Waiting: By means of a tone signal a customer who is using his telephone is alerted when another caller is trying to reach that station. This permits putting the first call on hold so that a second call can be answered.
5. Caller Identification-Name: Allows for the automatic delivery of a calling party's name to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The name is displayed on customer provided equipment.

The name displayed shall be the name associated with the calling telephone number as shown on the Company's records. The Company, in its discretion, may abbreviate or limit that name for display purposes. The Company does not assure name accuracy, and it shall not be liable to any party for errors, omissions or mistakes. The Company's sole and only obligation shall be to reasonably correct errors in names when notified in writing of such errors.

6. Caller Identification-Number: Allows for the automatic delivery of a calling party's telephone number (including nonpublished and nonlisted telephone numbers) to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The number is displayed on customer provided equipment.

## Terms and Conditions

7. Caller Identification on Call Waiting: Provides a subscriber with Caller Number or Caller Name and Number information (as defined in paragraphs h and I herein) on a call waiting call to subscribers of a Caller ID and Call Waiting service.
8. Distinctive Ringing: A central office based service which provides up to 32 distinctive a distinctive ringing code on incoming calls.
9. Selective Call Acceptance: Allows a customer to specify a special list of a maximum of 32 telephone numbers from which calls will be accepted. Incoming calls placed to the customer from telephone numbers on the list will be handled normally. Any call attempts to the customer from terminating to the customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party.
10. Selective Call Forwarding: Allows a customer to specify a special list of a maximum of 32 telephone numbers. Incoming calls placed to the customer from telephone numbers on that list will automatically be forwarded to a predefined telephone number. All other calls will be handled normally.
11. Selective Call Rejection: Enables a customer to reject call attempts from up to 32 numbers of calling parties by dialing a code and the telephone numbers of calls to be rejected. Any call attempts to the customer from these numbers will be prevented from terminating to the customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party. A customer may also reject future calls from the most recent call received by dialing a code after completing the call.
12. Simultaneous Ring: Allows a customer to ring five numbers at once. The first one to answer gets the call.
13. Speed Calling: Enables a customer to place calls to other telephone numbers by dialing a one- or two-digit code rather than a complete telephone number. Customer may subscribe to only one of either the 8 Code capacity or 30 Code capacity on the same line.
14. Telemarketing Rejection: Blocks telemarketing calls.
15. Three Way Calling: Enables a customer to add a third party to an existing call without operator assistance, thereby establishing a three-way conversation. The transmission may vary depending on the distance and routing necessary; therefore, transmission may not meet normal standards.

## Terms and Conditions

## c. CONDITIONS

1. Call Forwarding Services shall not be used to extend calls on a planned and continuing basis to intentionally avoid the payment in whole or in part, of message toll charges that would regularly be applicable between the station originating the call and the station to which the call is transferred. Customers utilizing call forwarding services are responsible for the payment of charges for each toll call to the telephone to which the call is transferred.
2. Control of the number assignment on the shared speed call list associated with Group Intercom resides with the provider. The provider must have an access line in the same central office as their client for the purpose of controlling the speed call list. The access line will be restricted from dialing any toll calls billable to the end user.
3. Custom Calling Services will be provided in connection with individual line residence and business service. Custom Calling Services may not be available to PBX customers.

Terms and Conditions

d. PERSONAL SAFETY EXCEPTION FORM

Customer Certification: In order to provide a solution to your unique personal safety concerns, it is necessary for you to provide responses to the questions below.

What is the estimated interval of time that your personal safety concerns require "Per-Line" Blocking?  
\_\_\_\_\_

If you are requesting "Per-Line" Blocking for a telephone line other than your own, the responsible party must sign below.

CUSTOMER REQUESTING FREE PER LINE BLOCKING:

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TELEPHONE NUMBER WHERE PER LINE BLOCKING WILL BE ASSIGNED:  
\_\_\_\_\_

CUSTOMER RESPONSIBLE FOR TELEPHONE ACCOUNT:

PRINT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

If a line is equipped with "Per-Line" Blocking, the telephone number of that line will not be delivered to any subscribers of Caller ID. Poison control centers, hospitals, medical centers and others who might use Caller ID will not be able to identify callers with "Per-Line" blocking who need assistance. In addition, subscribers of Caller ID may choose not to answer blocked calls. THE CUSTOMER REPRESENTS THAT HE/SHE UNDERSTANDS THE ABOVE, AND THE CUSTOMER RELEASES HAWKEYE TELEPHONE COMPANY FROM ALL CLAIMS AND LIABILITY, INCLUDING PERSONAL INJURY, CAUSED BY ITS ERRORS, OMISSIONS AND THE OPERATION OR MALFUNCTION OF "PER-LINE" BLOCKING SERVICE.

EFFECTIVE: \_\_\_\_\_ March 1, 2019 \_\_\_\_\_

## TERMS AND CONDITIONS

## 2.3 TELEPHONE NUMBERS, DIRECTORIES AND DIRECTORY LISTINGS

## A. TELEPHONE NUMBERS

1. The customer has no proprietary right in the telephone number or any right to continuance of service from any specific central office, and the Company may assign or change the telephone number, the central office designation, or both, as is necessary in the conduct of its business or subject to any porting requirements.
2. When services are discontinued, telephone numbers will be held from use (aged) according to industry standards before reassignment.

## B. TELEPHONE DIRECTORIES

## Directory Publication and Distribution

## The Company

Provides listing information to a third party that publishes and distributes directories, or

Publishes and distributes telephone directories to its customers.

Where the Company does not publish a directory, the Customer will hold the Company harmless for damages due to errors or omissions in directory listings.

Where the Company does publish and distribute directories, any Claims for damages due to errors or omissions in directory listings will be limited to prorated charges for the customer service that is affected. In the case of extra listings in the alphabetical section of the directory for which a charge is made, the Company's liability shall be limited to an amount not to exceed the established rate for such listing for the directory period in which the error or omission occur.

The Company will normally publish and distribute a directory annually containing the serving exchange listings for each Central Office Access Line without charge. Additional directories may be furnished at the discretion of the Company. Directories containing listings for other areas may be provided at a nominal charge. Directories are furnished to customers as an aid in the use of the telephone service. The Company reserves the right to charge for directories issued in replacement of directories.

Where services are provided through a local resale/shared use supplier, the Company shall provide the resale/shared use supplier a directory in accordance with these Terms and Conditions. The local resale/shared use supplier shall be responsible for providing local exchange telephone directories to its customers or users.

EFFECTIVE: March 1, 2019



## TERMS AND CONDITIONS

## C. DIRECTORY LISTINGS

Directory listings remain the property of the Company and are not to be reproduced without the permission of the Company.

The following options are available to Customers regarding to the alphabetic section of the white pages of the telephone directory for business or residence customers.

1. A Primary listing, which may include the name, address and telephone number of the individual, organization, firm or corporation for whom the service has been contracted, will be furnished at no charge.
  - a. Listings will be limited to such information as is necessary for proper identification.
  - b. The length of a listing may be limited by the use of abbreviations where the clarity of the listing and the identification of the customer will not be impaired.
  - c. The Company may refuse to insert any listing which, in its judgment does not facilitate the use of the directory.
2. Additional listings may be furnished with business or residence service for persons who occupy the same premises at the rates shown above. An additional listing may include the same address and telephone number as the primary listing.
3. An Alternate call listing refers a calling party to certain other telephone numbers such as after business hours, on Sundays, holidays, or if there is no answer on the first listed number. Where the alternate call number is that of another customer, the listing will be furnished only with written approval of the other customer.
4. A Foreign or nonsubscriber listing is furnished to customers requesting that their listing be included in a directory of an exchange other than that from which service is rendered. The rate for a foreign company listing will be the rate of the company in whose directory the listing appears.
5. Unlisted Service indicates the customer listing is omitted from the directory but otherwise posted on the directory assistance records and the telephone number will be given out upon request.
6. Private service is the omission of a customer's listing from both the telephone directory and directory assistance records.
  - a. When private service is to be furnished, the customer will hold the Company harmless from any damages which might arise, and will absolve the Company from any responsibility for the failure of the customer to receive calls because of the private listing.
  - b. No charge will apply for private service for customers having other listed service.

EFFECTIVE: March 1, 2019

## TERMS AND CONDITIONS

7. The charge for additional, alternate or private listings is effective the day the directory assistance record is posted.

D. See Section 5 for Rates for Directory Listings.

## 2.4 INFORMATION SERVICES AND CALLING RESTRICTIONS

## A. LOCAL OPERATOR SERVICES

## 1. GENERAL

Customers can access local operator services by dialing "0" (0 minus) for assistance in placing a call.

## 2. CONDITIONS

- a. Local calls may be completed or billed with live or mechanical assistance by a third party under contract with the Company.
- b. Calls may be billed collect to the called party, to an authorized third-party number, or to the originating line. Local calls may be placed on a station to station basis or to a specified party (Person-to-Person), or designated alternate.
- c. The following operator assisted calls are exempt from operator surcharges:
  1. Calls to designated Company numbers for official Company business.
  2. Emergency calls to authorized civil agencies.
  3. Operator dialed calls to:
    - re-establish a call which has been interrupted due to a service failure;
    - establish a call where Company service problems prevent completion;
    - complete a call for a calling party who identifies that they are unable to call due to a disability.

## B. RATES

See Part 5 for Rates for Local Operator Services

## C. LOCAL DIRECTORY ASSISTANCE

## 1. GENERAL

- a. Customers can access local directory assistance by dialing "411" for assistance in determining a telephone number.

## TERMS AND CONDITIONS

## 2. CONDITIONS

- a. A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:
  1. Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit.
  2. In some cases, it may be possible to have the call completed without further dialing by the customer. An additional charge may be applied when call completion is authorized by the customer.

## 3. RATES

See Part 5 for Rates for Local Directory Assistance

## D. TOLL BLOCKING SERVICE

## 1. GENERAL

- a. Toll blocking service provides denial of outgoing 0+ and 1+ long distance calls for central office Access Lines or Trunks
- b. The customer shall not be permitted to place outgoing calls to an operator or any part of the 0+ or 1+ long distance network when this service is in effect.
  1. Incoming calls are not restricted.

## 2. RATES

- a. Rates for Toll Blocking Service are as listed in Part 5, however, Toll blocking is available to Lifeline customers without charge

## E. INFORMATION SERVICE ACCESS BLOCKING

## 1. GENERAL

- a. Information Service Access Blocking enables customers with individual line service to request the blocking of access to all 900 and 976 numbers.

## TERMS AND CONDITIONS

## 2. RATES

- a. Rates for Information Service Access Blocking Service are as listed in Part 5.
- b. A customer shall not be charged for the first activation of information service access blocking. After this service has been established, subsequent unblocking and/or reblocking will be subject to all applicable charges.

## F. BILLED NUMBER SCREENING SERVICE

## 1. GENERAL

- a. Billed Number Screening Service places the customer's number in an industry database to prevent the billing of collect calls, third number calls or both to a customer's telephone number.

## 2. CONDITIONS

- a. The Company makes no guarantee and assumes no liability for the accuracy of Billed Number Screening Service. The customer agrees fully and completely to indemnify and save harmless the Company from any and every claim, loss, damage, suit or liability out of the furnishing or failure to furnish Billed Number Screening Service.

## 3. RATES

- a. Rates for Billed Number Screening Service are as listed in Part 5.

## 2.5 MISCELLANEOUS SERVICES

## A. FOREIGN EXCHANGE SERVICE

## 1. GENERAL

- a. Foreign Exchange Service (FX) is a local service that provides dial tone to and from a telephone exchange other than the subscribers local exchange. In essence, the telephone subscriber is provided dial tone from another exchange whereby calls are transmitted over a special circuit between the two exchanges.
- b. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of these Terms and Conditions.

## TERMS AND CONDITIONS

## 2. DEFINITIONS

- a. Local Exchange - the exchange in which the customer premise equipment is located and in which service is provided.
- b. Serving Exchange - the exchange in which the serving central office is located.

## 3. RATES

- a. Serving Exchange (Dial Tone Provider) rates would be as follows:
  1. Business or Residence rates would apply
  2. Plus, a FX service interexchange Facility at Special Access Rates

## 4. CONDITIONS

- a. Foreign Exchange Service will be limited to business and residence individual Local Service, or PBX trunks, when facilities for its provision are available.
- b. One directory listing will be provided, without added charge in the alphabetical directory covering the serving exchange for each business or residence service. In addition, each business customer will be entitled to a regular listing in the classified directory covering the serving exchange without additional charge. Additional listing in the alphabetical and/or classified directories covering the local or other exchanges may be provided at the rates effective in those exchanges.
- c. Customers to Foreign Exchange Service are required to subscribe to Local Service of the exchange from which service would normally be rendered. Any suspension or termination of the primary Local Exchange Service will require suspension or termination of the Foreign Exchange Service.
- d. Calls beyond the local calling area of the serving exchange will not be permitted.

## B. OFF PREMISE EXTENSIONS

## 1. GENERAL

Service includes capability for extending standard Access Line service between premises.

- a. Connections made between buildings on same Premises, may be made using customer owned wiring in accordance with connection standards as detailed in Part 1 of these terms and conditions and within the operational limits of the Company's network.
- b. Where offered, Connections between separate premises will be made by installing separate Basic Telephone Services at each location, and arranging them to work as a single service.

EFFECTIVE: March 1, 2019

## TERMS AND CONDITIONS

## 2. CONDITIONS

The Company may require a written customer acknowledgement regarding the information it is able to deliver related to any 911 calls location information.

## 3. RATES

See Part 5 for Rates for Off Premise Extensions

## C. ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

## 1. GENERAL

a. E911 Service– 911 Service (“911”) is a three-digit local dialing arrangement available in specified areas to facilitate the reporting of an emergency requiring response by a public safety agency. . E911 services provided to the County may include capabilities such as call routing to dedicated trunks, maintenance of an Automatic Location Information (ALI) database, and Automatic Number Identification (ANI) delivery to a Public Safety Answering Point (PSAP) to provide for determination of the location of the caller.

## 2. RATES AND SURCHARGES

The rates and charges for providing E911 call routing, trunks, and ALI database updates will be determined on an individual case basis. Additional charges may also be applied for individual features requested by the customer including, but are not limited to, central office modifications, data base preparation, trunking and maintenance.

Surcharges to customers of local exchange service are currently authorized in IAC Chapter 34A, to be assessed and collected by the Company.

## 3. CONDITIONS

- a. The Telephone Company does not undertake to answer and forward E911 calls, but furnishes the use of its facilities to enable the customer’s personnel to respond to such calls on the customers` premises.
- b. The E911 calling party forfeits the privacy afforded by non-listed and non-published service to the extent that the telephone number, address, and name associated with the originating station location are furnished to the PSAP. The names, addresses, and telephone numbers of telephone customers whose listings are not published in directories or listed in Directory Assistance Offices is confidential. Information will be provided on a call-by-call basis only for the purpose of responding to emergency calls.
- c. The Telephone Company’s entire liability to any person for interruption or failures of E911 Service shall be limited to the terms set forth in this section and other sections of these Terms and Conditions.

EFFECTIVE: March 1, 2019

## TERMS AND CONDITIONS

- d. The Telephone Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof whether caused by the negligence of the Telephone Company or otherwise shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative.
- e. Each customer also agrees to release, indemnify and hold harmless the Telephone Company from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made instituted or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others.
- f. The customer also agrees to release, indemnify, and hold harmless the Telephone Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of E911 service features and the equipment associated therewith, or by any services furnished by the Telephone Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing E911 service hereunder, and which arise out of the negligence or other wrongful act of the Telephone Company, the customer, its user, agencies, or municipalities, or the employees or agents of any one of them.

## D. OTHER N11 – SERVICE OFFERINGS

## 1. SERVICE DESCRIPTION

- a. 211 Service– 211 Service (“211”) is a three-digit local dialing arrangement available in specified areas for the delivery of community information and referral services via voice grade facilities. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 211 code is assigned for access to community information and referral services.
- b. 511 Service - 511 Service (“511”) is a three-digit local dialing arrangement available in specified areas for the delivery of travel information services via voice grade facilities. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 511 code is assigned for access to travel information services.
- c. 711 Service– 711 Service (“711”) is a three-digit local dialing arrangement for telephone transmission access to all Telecommunications Relay Service (TRS) entities as a toll free call. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 711 code is assigned for nationwide access to TRS entities.

## TERMS AND CONDITIONS

- d. 811 Service– 811 Service (“811”) is a three-digit local dialing arrangement available in specified areas used for access to One Call systems via voice grade facilities. Pursuant to Order 05-59, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 811 code is established as the national abbreviated dialing code to be used by state One Call notification systems in order to provide the means for excavators and the general public to notify underground facility operators in advance of their intent to engage in excavation activities in compliance with the Pipeline Safety Improvement Act of 2002 (the Pipeline Safety Act).

## 2. TERMS AND CONDITIONS

- a. N11 Service is available in Company territory only. To provide N11 access to end users in another company’s territory, or to a Competitive Local Exchange Carrier’s (CLEC) end user, the N11 subscriber must make appropriate arrangements with the Company or CLEC serving that territory.
- b. This service is provided subject to the availability of the N11 code.
- c. N11 can be delivered via regular exchange access lines (by individual business line, PBX trunks, etc.).
- d. Access to N11 is not available to the following classes of service:
- 1+,
  - 0+, 0-(credit card, third-party, collect calls),
  - 101XXXX.

In addition, operator assisted calls to the N11 subscriber will not be completed.

- e. The N11 subscriber is restricted from selling or transferring the N11 code to an unaffiliated entity, either directly or indirectly.
- f. N11 will not provide calling number information in real time to the N11 subscriber. If the N11 subscriber needs this type of information, the N11 subscriber must subscribe to a compatible Caller Identification Service.
- g. Calls to the N11 code that translate to a disconnected number will be routed to intercept of the announcement facilities for a maximum of 60 days, when the N11 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number. Callers placing calls to N11 from areas where N11 Service is not provided will be advised that the service is not available from their number.
- h. Disputes regarding geographic coverage by two or more N11 subscribers will be referred to the Iowa Utilities Board.



## TERMS AND CONDITIONS

- i. The Company will provision the subscriber's order within a reasonable time, given the complexity of the order. The N11 subscriber will be billed the nonrecurring charge (if applicable) when the Company provisions the service.

If during this period, the N11 subscriber has failed to establish service or decides to discontinue service establishment, the N11 code will be recalled and the code will be considered available for reassignment. If the network has been provisioned for the subscriber, the nonrecurring charges if applicable will not be refunded or waived.

- j. Only a single seven or ten-digit local number or a single ten-digit toll free number may be used as the point-to number.

- k. N11 Service is provided where facilities permit.

- l. The N11 subscriber should work separately with cellular or wireless companies to ascertain whether cellular or wireless customers will be able to reach community information and referral services, non-emergency local government services, travel information services, telephone transmission access to all Telecommunications Relay Service (TRS) entities as a toll free call, or access to One Call systems provided by dialing N11.

- m. N11 will be provided under the following conditions:

1. The subscriber will subscribe to adequate telephone facilities, both initially and subsequently as required in the judgment of the Company, to handle calls to N11 without impairing the Company's general telephone service or telephone plant.
2. The N11 subscriber is responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases, and all other rights from all persons whose work, statements or performances are used in connection with the service, and from all holders of copy rights, trademarks, and patents used in connection with the service.
3. The N11 subscriber shall be liable for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, or any patent, trademark, copy right, or resulting from any claim of liable and slander.
4. Suspension of N11 Services is not allowed.

## TERMS AND CONDITIONS

5. The N11 subscriber will respond promptly to any and all complaints lodged with any regulatory authority against any service provided via N11. At the Company's request, the N11 subscriber will assist in responding to complaints made to the Company concerning the subscriber's N11 service.
  6. The Company will provide both oral and written notification when a N11 subscriber's service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of N11. The Company reserves the right once notification is made to institute protective measure up to and including termination at any time and without further notice. The Company may take protective measure when the N11 subscriber makes no modification or is unwilling to accept modification in method of operation, or continues to cause service impairments.
- n. The following conditions apply if the N11 subscriber provides a pre-recorded announcement:
1. The N11 subscriber will provide announcements. The Company will provide only delivery of the call.
  2. The Company's provision of access to the N11 network for transmission of announcements or recorded program services is subject to the availability of such facilities and the requirements of the local exchange network.
  3. The N11 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.
  4. The N11 subscriber assumes all financial responsibility, according to other specific rates and charges under catalog, for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises.
- o. The Company may take all legal and practical steps to disassociate it from N11 subscribers whose business and/or public conduct (whether demonstrated or proposed) generate unacceptable levels of complaints by end users.
- p. The Company is not liable for any losses or damages of any kind resulting from the unavailability of its equipment, facilities or for any act, omission, or failure of performance by the Company, its employees or agents, in connection with these Terms and Conditions. The Company will not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment or on equipment owned or leased by the subscriber.
- q. Calls placed to the N11 code will be routed to the point-to number based upon the central office switch and/or the Number Plan Area (NPA) of the calling party.

## TERMS AND CONDITIONS

## 3. RATES AND CHARGES

- a. A Service Establishment charge will apply per point-to number.
- b. N11 subscribers will pay the applicable charges contained in the Company's schedule for the local exchange arrangements used for transporting and terminating messages at the N11 subscriber's designated premises.
- c. A Central Office Switch Activation charge will apply per central office translated to the point-to number and to change the point-to number.
- d. Charges applicable to N11 Service are as listed in Part 5:

## E. LIFELINE ASSISTANCE

1. The Federal Lifeline Assistance Program is a plan which assists qualified low-income applicants with discount credits toward their monthly service rate. Lifeline provides for a federally-funded discount credit to a low-income residential customer's telephone, mobile or broadband service charges. Monthly Lifeline discounts provided in connection with the Company's local telephone service will first be applied against the subscriber's Federal End User Common Line Charge. Any remaining Lifeline discount amount will then be applied against charges for the subscriber's local phone service. Qualified applicants shall receive a credit in the federal support amount defined in 47 CFR 54.403.

## 2. Eligibility Requirements

To be eligible for assistance, an applicant must provide documentation showing the applicant (1) meets income-based criterion currently defined as at or below 135 percent of the Federal Poverty Guidelines, OR (2) participates in at least one of the following programs as defined by 47 CFR 54.409:

- a. Medicaid/Medical Assistance
- b. Supplemental Nutrition Assistance Program (SNAP)
- c. Supplemental Security Income (SSI)
- d. Federal Public Housing Assistance (FPHA)
- e. Veterans Pension Benefit and Survivors Pension

The Lifeline customer is responsible for notifying the Company within 30 days if the customer ceases to participate in any of the public assistance programs listed above.

A Lifeline customer may only receive assistance for one service per household.

## 3. Application for Assistance

An applicant shall request telephone assistance through completion of a certification form provided by the Company as governed by 47 CFR 54.410.

## TERMS AND CONDITIONS

## 4. Rates

- a. The Lifeline customer will receive a monthly credit toward the customer's service rate as is identified in 47 CFR 54.403.
- b. If applicable, Toll blocking shall be included with this service offering without charge. No service deposit would be required if applicant voluntarily elects toll blocking with the initiation of Lifeline Service.

## F. LONG DISTANCE SERVICE

## 1. Message Toll Services

- a. The Company provides Message Toll Services through access to facilities, services and equipment over which telephone customers may transmit voice, data and other communications of their own choosing to intrastate, and interstate destinations.
  - b. Service is only available to customers of Company Local Telephone service.
2. Additional Terms, Conditions and rates for Toll Services are as listed in the Long Distance Terms and Conditions as posted on the Company's website which shall prevail in the event of any conflicts with this document.

## TERMS AND CONDITIONS

## A. GENERAL

Broadband Services include Broadband Internet Access provided to Residential and Business customers. Also called Internet service or Cable Modem or DSL, these services are lightly regulated by the FCC.

## B. TYPES OF SERVICES

1. Internet Access Services are categorized as Symmetrical or Asymmetrical. Asymmetrical services are most common and provides downstream (from the internet) at greater bandwidth than upstream (to the Internet). Symmetrical service provides similar capacities in both directions.
2. The Company may require purchase of voice services as a prerequisite to broadband internet access.
3. The Company provides services at various capacities as shown in the Price List in Part 5.
4. Ancillary Services available to broadband customers include:
  - a. Email Addresses
  - b. Domain hosting
  - c. Static IP Address assignment

## C. ACCEPTABLE USE POLICY

Internet Access services are governed by the Company's Acceptable Use Policy which is posted on its website at [www.hawkeyetelephone.com](http://www.hawkeyetelephone.com).

## D. COPYRIGHT PROTECTION NOTICE

The Company will handle complaints regarding copyright infringement in accordance with the Digital Millennium Copyright Act of 1998. A party wishing to register an allegation of copyright infringement by a Customer may file such allegation using the information on the Company's website.

## TERMS AND CONDITIONS

## E. NETWORK PERFORMANCE

A description of network performance characteristics is available on our website.

1. During certain peak usage times, the Company may limit data transfer speeds in a non-discriminatory fashion, which may slow the rate of streaming video or download speeds.
2. The Company will not unreasonably discriminate in the transmission of lawful network traffic.
3. The Company will not block access to lawful content or websites, applications, services, or non-harmful devices.
4. The Company will keep accurate records of your service location(s), and may also measure usage characteristics.
5. The Company reserves the right to immediately disconnect or modify your service if Company determines, in its sole and absolute discretion that your use of service is, or at any time was, inconsistent with normal residential or business usage patterns or is otherwise in violation of these Terms and Conditions.
6. In the event your usage exceeds applicable usage limitations and as an alternative to disconnection of service, the Company may offer you a revised service agreement including higher rates for usage of service that is deemed to be inconsistent with normal residential or business use.
7. The Company reserves the right to protect its network from harm, which may impact legitimate data flows.
8. The Company reserves the right to limit throughput or amount of data transferred, and to deny or discontinue service, without notice, to anyone it believes is using an unlimited data plan or feature in any manner prohibited herein or whose usage adversely impacts Company's network or service levels.

## F. CUSTOMER INITIATED SPEED TEST INFO

A link for a Customer Initiated Speed Test is posted on its website at:

[www.netins.net/speedtest](http://www.netins.net/speedtest).

## G. PRICE LIST/RATE CARD

Rates for Broadband Services are listed in Part 5.

EFFECTIVE: March 1, 2019

TERMS AND CONDITIONS

**Hawkeye Free Gigabit Internet**

*Provided by Hawkeye Telephone Company*

Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Daytime Telephone: (\_\_\_\_) \_\_\_\_\_ Cell Telephone (\_\_\_\_) \_\_\_\_\_

Mailing Address if different:  
\_\_\_\_\_

Preferred Username: \_\_\_\_\_ (8 Characters Max.)

Mother's Maiden Name: \_\_\_\_\_ (Needed for Password Security)

Packages: Check all Services for which you are applying:

( ) **1Gbps Free Fiber Internet \$0.00/month**  
Download speed up to 1000Mbps (maximum)  
Upload speed up to 1000Mbps (maximum)  
No Wifi service, No Router provided

( ) **1Gbps Free Internet + HTC Maint. Plan \$24.99/month**  
Download speed up to 1000Mbps (maximum)  
Upload speed up to 1000Mbps (maximum)  
Free Managed Wifi and Home Networking provided

Please indicate System Type:	
(Choose ONE)	
Win '00	_____
Win ME	_____
Win XP	_____
Win VISTA	_____
Win 7	_____
Win 8	_____
Win 10	_____
Other	_____
MAC	_____

( ) **\$50.00 Static IP Activation, \$10.00 Monthly Charge**

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

HTC  
Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_ March 1, 2019 \_\_\_\_\_

#### A. GENERAL

Service includes video channels provided to Residential and Business customers. Also called CABLE TV or MVPD (Multi Program Video Distribution), these services are regulated by the FCC and a state or municipal franchising authority.

#### B. FRANCHISING AUTHORITY

1. The franchising authority is either the local municipal or state government organization that issues the franchise pursuant to Iowa Code section 364.2. The authority regulates certain aspects of the cable television industry, mainly access to public rights of way.
2. Franchise fees are sometimes charged by the local municipal franchising authority to a cable service provider for the access to public rights of way.
3. The franchising authority also has limited jurisdiction over customer service, including complaints, signal quality and service requests.

#### C. CABLE SERVICE PROVIDER AUTHORITY

1. With the exception of some rules that require service providers to carry certain local broadcast stations, all service providers decide which programming services to carry.
2. All rates for basic, enhanced basic, pay-per-view, video-on-demand, premium, equipment, installation and other service type charges are set by the service provider and are not regulated.

#### D. TYPES OF SERVICES

1. Basic or Lifeline - This refers to the lowest level of cable service offered and generally includes local broadcast channels and public, educational and governmental access channels. Your service provider may not require you to purchase any additional service tier other than the basic service in order to have access to pay-per-view or premium channels offered on an individual basis.
2. Enhanced Basic – second level of service and generally includes the basic service channels plus a variety of additional channels crossing multiple genres of content.
3. Premium Channels – channels purchased ala carte monthly such as HBO, Cinemax, Showtime, etc.
4. Pay-Per-View – movies and events purchased ala carte and viewed according to the guide schedule.



5. Video-On-Demand – movies and events purchased ala carte at any time.
6. Standard Definition channels are 720 x 480 pixels
7. High Definition Channels offer enhanced pictures that are 1280 x 720 pixels.
8. Availability of content is governed by content provider and certain channels and types of services may not be available in Public or Business location.
9. Cable TV Channel Lineups are available in our business office.

#### F. PRICE LIST/RATE CARD

Rates for Cable TV Services are available in our business office.

#### G. TYPES OF CHARGES (FEES) ON YOUR BILL

1. Franchise - local municipal monthly charges for use of public right of way.
2. Retransmission – local broadcast station monthly charges for redistribution of their content.
3. Programming – all other channels monthly charges for distribution of their content.
4. Equipment Rental – service provider monthly charges for renting set top boxes, DVR, etc.
5. Taxes – all federal, state and local taxes as required by law.

#### H. WHERE TO ASK QUESTIONS OR FILE COMPLAINTS

1. Contact the service provider for questions about customer service, billing, installations, outages, service requests and signal quality.
2. Contact the local franchising authority if the service provider has not resolved your issue and you have complaints about customer service, pricing, installations, outages, service requests and signal quality.
3. Contact the FCC at 1-888-225-5322 or send your inquiry to FCC, 445 12th Street, S.W., Washington, D.C. 20554 if you have questions or complaints about commercial limits for children's programming, indecency and obscenity, premise wiring and signal leakage.

4. Note: Cable systems with 1,000 or more subscribers are required to maintain certain documents in a public inspection file. These documents include a political programming file; sponsorship identification; EEO reports; commercial records for children's programming; leased access requirements; proof-of-performance tests; and signal leakage and repair logs. These are available for public inspection and copying. In addition, systems must have a current copy of Part 76 of the Commission's rules, which cover cable television.

#### I. OTHER OPTIONS FOR TELEVISION PROGRAMMING

1. Over the Air - Since 2009, all full-power TV broadcast stations can only be received in digital format. To watch a television station over the air without a pay TV subscription, you need either a digital TV or an analog TV connected to a digital-to-analog converter box. In either case, you will need an appropriate antenna connected to the TV or the converter box. Depending on your location, this could be either an outdoor or an indoor antenna and you may or may not receive a signal.
2. For more information on antennas, see the Antennas and DTV consumer guide.
3. Online - Some programming can be accessed with a Broadband connection though availability is often delayed.

**LOCAL EXCHANGE SERVICE**

**EXCHANGE NAME:** Hawkeye

Includes Extended Area Service to Alpha, Waucoma, Randalia

	<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
RESIDENCE SERVICE	
Individual Line.....	\$18.00

**DIRECTORY LISTINGS**

1. Additional or alternate listings, per listing .....	\$0.25
2. Private service, per listing .....	\$0.25
3. For nonsubscriber service, per listing.....	\$1.00

**EMPLOYEES' TELEPHONE SERVICE**

The charge for Employees' Telephone Service is zero percent of the regular rate.

**MILEAGE RATES**

1. Between Buildings on Same Premises, per 1/4 mile or fraction thereof	
a. Per two wire circuit.....	\$0.30

**TEMPORARY OR VACATION SUSPENSION**

The monthly rate will be 50% 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.

EFFECTIVE: March 1, 2019

Monthly  
Rate

**ADJACENT EXCHANGE SERVICE**

- |  |        |
|--|--------|
| 1. First one mile or fraction thereof .....          | \$5.00 |
| 2. Each additional 1/4-mile or fraction thereof..... | \$1.00 |

**CUSTOM CALLING FEATURES**

Monthly Rate  
Per CO Line Equipped  
Residence    Business

Individual Services

- |   |        |        |
|---|--------|--------|
| 1. Automatic Recall .....                     | \$1.50 | \$1.50 |
| 2. Anonymous Caller Rejection .....           | \$1.00 | \$1.00 |
| 3. Call Forwarding Basic .....                | \$0.50 | \$0.50 |
| 4. Call Waiting .....                         | \$0.50 | \$0.50 |
| 5. Caller Identification Name .....           | \$2.50 | \$2.50 |
| 6. Caller Identification Number.....          | \$2.50 | \$2.50 |
| 7. Caller Identification on Call Waiting..... | \$1.00 | \$1.00 |
| 8. Distinctive Ring.....                      | \$2.50 | \$2.50 |
| 9. Selective Call Acceptance .....            | \$2.50 | \$2.50 |
| 10. Selective Call Forwarding .....           | \$2.50 | \$2.50 |
| 11. Selective Call Rejection .....            | \$2.50 | \$2.50 |
| 12. Simultaneous Ring .....                   | \$2.50 | \$2.50 |
| 13. Speed Calling:                            |        |        |
| a. <u>8</u> Code .....                        | \$1.00 | \$1.00 |
| b. <u>30</u> Code .....                       | \$2.00 | \$2.00 |
| 14. Telemarketing Rejection .....             | \$0.00 | \$0.00 |
| 15. Three Way Calling.....                    | \$0.50 | \$0.50 |

Packaged Services

- |  |                             |
|--|-----------------------------|
| 1. Caller ID Package – includes Caller ID Number, Caller ID Name, Caller ID on Call Waiting .....  | \$4.50                      |
| 2. Care Calling Package – includes Distinctive Ring and Simultaneous Ring .....  | Free with any voice package |
| 3. Express Calling Package – includes Short Speed Dial, Long Speed Dial, Selective Call Forwarding, Call Waiting Call Forwarding 3-Way Calling and Revertive Call..... | \$1.00                      |
| 4. Safety Package – includes Anonymous Caller Rejection, Selective Call Acceptance, Selective Call Rejection, Call Rejection, Automatic Recall .....                   | Free with any voice package |

**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.....	\$4.00
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.....	\$4.00
b. Business Service	
1) For connecting new or additional Central Office Access Lines (Key System, PBX Trunk, Resale or Shared Service Lines) .....	\$4.00
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).....	\$4.00
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 .....	\$16.00
2) Off-premises mileage and tie lines involving central office work, each .....	\$16.00
b. Business Service	
1) Central Office Access lines, (see b.1 above) each .....	\$16.00
2) Off-premises mileage and tie lines involving central office work, each.....	\$16.00
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.....	\$75.00