MABEL COOPERATIVE TELEPHONE COMPANY

(Iowa)

TERMS AND CONDITIONS

FOR

TELEPHONE AND BROADBAND

May 2021

Updates:
September 26, 2022
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IDENTIFICATION OF SERVICES INCLUDED

PART 1 General Terms and Conditions and Table of Contents

PART 2 Telephone Service

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PART 5 Service Price List

These terms and conditions govern services provided by Mabel Cooperative Telephone Co. hereinafter referred to as the Company. They include one or more types of services as specified below by the Company*.

__X__ Telephone Services, including local service, toll service and special access or private line as described in Part 2.

__X__ Broadband Internet Access Services as described in Part 3.

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

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RESERVED FOR FUTURE USE

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 **Acceptable Use Policy**, which is included or referenced in Part 3 of these Terms and Conditions and which can be found at https://www.mabeltel.coop/wp-content/uploads/acceptable_use_policy.pdf

- The Company's **Network Management Policy or Network Transparency Statement**, which is included or referenced in Part 3 of these Terms and Conditions and which can be found at https://www.mabeltel.coop/wp-content/uploads/mabel_network_management_practices.pdf

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

PRIORITY OF SERVICE PUBLICATIONS

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

a. For prices: The applicable Pricing Schedule is found in Part 5 of this service catalog.
b. For Terms and Conditions: any applicable Service Contract, the Company's Policies and these Terms and Conditions; provided that for any regulated services a rule may be first in priority in any jurisdiction where the applicable law or regulation does not permit contract terms to take precedence over inconsistent terms and conditions.

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

CHANGES TO SERVICE PUBLICATIONS

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

1.1 APPLICATION OF TERMS

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

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

1.2 OBLIGATION AND LIABILITY OF THE COMPANY

1. Availability of Facilities. The Company's obligation to furnish services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for such facilities, except as provided for in 1.4 (7) Construction Charges.

2. Allowance for Failure of Service. The Company does not guarantee uninterrupted working of its service or equipment. 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 forty-eight (48) 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. Transmitting Messages – Security. The Company does not transmit messages, but offers the use of its facilities, where available, for communications between parties, subject to these Terms and Conditions. Access to and use of any information or data obtained by customer or any user via use of service is at the customer or user's own risk, and the Company is not responsible for the accuracy, reliability or security of such information. The Company makes no attempt to verify accurate receipt of any messages and the Company is not responsible for any loss of data resulting from delays, non-deliveries, incorrect deliveries, 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.

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

5. Defacement of Property. The Company shall exercise care in all work done on a customer's property. No liability shall attach to the Company by reason of any defacement or damage to the customers' property resulting from the existence of the

Company's instruments, apparatus and associated wiring on such property, or by the installation or removal thereof, unless such defacement or damage is the result of the negligence of the Company, or its employees.

6. Limitation of Liability. The Company shall not be liable for any damages arising out of or relating to:
    1. service defects, service levels, delays or any service error or interruption, including interruptions or errors in routing or completing any 911 or other emergency response calls or any other calls or transmissions (except for credits explicitly set forth in this Service Catalog);
    2. interoperability, access, or interconnection of the services with applications, data, equipment, services, content or networks provided by customer or third parties;
    3. lost or altered messages or transmissions;
    4. unauthorized access to or theft, alteration, loss, or destruction of customer's (or its affiliates', users' or third parties') applications, content, data, programs, information, networks or systems;
    5. equipment, network or facility maintenance, upgrades, modifications or relocations;
    6. any loss, damage, failure, or impairment of service in connection with customer premise equipment and wiring.
    7. force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions;
    8. service, equipment, network, or facility failure caused by the loss of power; or
    9. service, equipment, network, or facility failure caused by the negligent or more culpable acts or omissions by customer (or its affiliates, users or third parties).

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

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

1.3 ESTABLISHMENT AND MAINTENANCE OF CREDIT

1. Establishment of Credit. The Company is not obligated to provide service to any individual or firm that owes for services previously rendered by the Company at the same or a different address, until arrangements have been made to liquidate such previous indebtedness to the Company. Applicants for service may be required to pay in advance of installation, the service connection, installation and/or construction charges and any recurring charges to be assessed on the first monthly bill statement. In order to ensure the payment of all charges due for its service, the Company may require any customer to establish and maintain credit in one or more of the following ways:
    a. by authorizing a commercial credit check by the Company.[1]
    b. by furnishing credit references acceptable to the Company.
    c. by means of a cash deposit.
    d. by advanced payment of service connection, installation, construction, and first monthly recurring service charges.

2. Amount of Deposits
    a. The Company may require a deposit in order to establish service.
    b. The amount of deposit required shall not be more than the maximum charge for three months service or as may be required by the Company in cases involving service for short periods or special occasions. The Company may require the customer to increase the amount of the deposit at any time, if the charges billed against the customer are found to warrant such an increase.
    c. The Company will maintain records which show the name and address of each depositor, the amount and date of the deposit and each transaction concerning the deposit. Unclaimed deposits shall be disposed of in accordance with law.
    d. A receipt of deposit will be furnished to each customer from whom a deposit is received. Upon customer request, duplicate receipts will be provided to customers who have lost their receipt if the deposit is substantiated by the Company records.

3. Deposits and Collection Practices. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills; nor constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of sums due the Company for services rendered. The Company may discontinue service to any customer failing to pay current bills regardless of the fact that such customer has made a deposit with the Company to secure payment of such bills, or has furnished the Company with a guarantee in writing for such bills.

[1] Companies who make use of commercial credit checks may incur reporting obligations under Red Flag Privacy reporting rules.

4. Deposit Refunds
    a. The deposit shall be refunded or credited to the customer after not more than 12 consecutive months of prompt payment, unless the Company has documented information which indicates the deposit is necessary to ensure payment.
    b. Interest on deposits will accrue at the level determined by the Company and as listed in Part 5.

5. Criteria for Procurement of Deposits. The Company will use the following criteria to determine whether to request a deposit:
    a. False credit information
    b. Unsatisfactory credit history
    c. Requests for special construction or equipment

1.4 ESTABLISHMENT AND FURNISHING OF SERVICE

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

2. Access Rights. Customer will in a timely manner allow the Company access as reasonably required for the services to property and equipment that customer controls and will obtain at customer's expense timely access for the Company as reasonably required for the services to property controlled by third parties such as Customer's landlord. The Company will coordinate with and, except in an emergency, obtain customer's consent to enter upon customer's property and premises, which consent shall not be unreasonably withheld. Access rights include right to construct, install, repair, maintain, replace and remove equipment and/or facilities (including access lines and network facilities) and the right to use ancillary equipment space outside or within a building for customer's connection to the Company's network. Except as otherwise agreed by the Company, the customer must furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as the Company reasonably requires for the services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer must provide the Company timely information and access to customer's facilities and equipment as the Company reasonably requires for the services, according to a mutually agreed schedule.

3. Safe Working Environment. Customer will ensure that the location at which the Company installs, maintains, or provides services is a safe working environment, free of Hazardous Materials and reasonably suitable for the services. For purposes of the preceding, "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. The Company shall have no

obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

4. Alterations. The customer agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by the customer necessitate changes in the Company's facilities. The customer agrees to pay the Company's charges for such changes.

5. Maintenance and Repairs. 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.

6. Unusual Installation Costs. Where special requirements of the customer involve unusual construction or installation, the customer may be required to pay additional costs as provided elsewhere in these Terms and Conditions.

7. Construction Charges.
    a. The Company may assess construction charges for the installation of facilities beyond the existing Company facilities.
    b. The Company may assess construction charges to the appropriate party which may include, but is not limited to, the service applicant, individual owner, or land developer.
    c. Construction charges may include all costs associated with the installation of facilities, including but not limited to, engineering, labor, legal, material, right-of-way, and contractor costs.
    d. Full payment of construction charges is required prior to the commencement of the work.
    e. The party paying the construction charges does not obtain any rights of ownership or any other rights pertaining to facilities installed by the Company. All facilities installed by the Company shall be under its exclusive control.
    f. Types of Network Additions governed by Construction charges may include:
        1) Line Extensions
        2) Temporary or Speculative additions
        3) Special Type or Request
        4) Real Estate Developments and Subdivisions
        5) Multi-Dwelling Units or Apartment Complexes

8. Installation and Service Charges
    a. Service charges for Telephone and Broadband services apply to connect, move, or change each individual service and facilities according to the components of work required.
    b. Please refer to Part 5 for a listing of our Service Charges.
    c. Service Charges are in addition to the other applicable rates and charges located in other parts of these Terms & Conditions, including Construction Charges.
    d. Service Charges **do apply** for:
        1) Establishing service at the customer's request.

2) Move of service from one premise to another at the customer's request.
3) Account name changes at the customer's request.
4) Changes of service type, features, etc. at the customer's request.
5) Rearrangement or relocation of facilities at the customer's request.
6) Reconnecting a service after disconnection for non-payment.
7) Service check charges for visits to customer premises when the service trouble is determined to be caused by the customer premise equipment and wiring.

e. 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.

1.5 NETWORK CONNECTIONS AND USE OF SERVICE AND FACILITIES

1. Demarcation Point. Customers are connected to the Company's network at a point of demarcation. The demarcation point is either outside or inside the premise and is typically the location where the Company's network is terminated and grounded. Connection of new inside station wiring to the network shall only be made at the demarcation point. Connections of inside station wiring to the network, and any installation of customer premise equipment, shall only be made at the demarcation point and shall be made in accordance with any applicable state or federal laws governing the installation and use of customer premise equipment and wiring. It is the customer's responsibility to ensure compliance with any applicable federal or state laws, including but not limited to Part 68 and/or Part 76 of the FCC rules, the National Electric Code, and other FCC and Iowa rules and regulations.

2. Use of Customer Service
   a. Service is furnished on retail basis for residential or business use only. Service accounts are assigned to customers only, and the customer(s) in whose name the account is established will be the account owner(s) for all purposes. Account owners shall be responsible for any and all use of the subscribed service. Customers will cooperate with the Company to prevent third parties from gaining unauthorized access to services via the customer's facilities.
   b. Services must be used in compliance with applicable Service Publications, including all applicable Company policies. Without limiting the preceding, customers shall not use services for fraudulent, abusive, unlawful, or destructive purposes or in any manner that causes interference with the Company's or another service subscriber's use of the Company-provided network.
   c. Services may not be resold, except as authorized in a specific Service Contract signed by authorized representatives of both the permitted reseller and the Company.

3. Connection of Customer Premise Equipment and Wiring
   a. Except when leased from, licensed from, or otherwise provided by the Company, all premise equipment and wiring after the demarcation point is the property and responsibility of the property owner.

b. Customers may provide and install their own customer premise equipment and wiring after the demarcation point so long as no electronic or physical harm is caused to the Company's network. If the Company determines the customer premise equipment and wiring is causing or is likely to cause interference or hazard to the network, the Company will take such action as it deems necessary for the protection of the Company's network. After notification by the Company of such interference or hazard, the customer shall discontinue such use and disconnect such premise equipment and wiring. Failure of the customer to conform to this requirement may result in suspension of service.
c. Customers are not permitted to physically cut, improperly terminate, substantially alter, or otherwise destroy the Company's owned premise equipment and wiring before the demarcation point.
d. The Company's network is not represented as being adapted to the use of all customer premise equipment and wiring. The Company shall not be responsible for: (a) the through transmission of signals generated by the customer premise equipment or for the quality of or defects in, such transmission; (b) the reception of signals by the customer premise equipment.
e. The Company shall not be responsible to the customer if changes in criteria in these Terms and Conditions or changes in any of the facilities, operations or procedures of the Company render any customer premise equipment and wiring obsolete or requires modification of such equipment and wiring.
f. Where the Company leases, licenses or otherwise provides equipment, such equipment is provided to customer for the term of service and solely for use in connection with lawfully receiving and using service. All such equipment remains the property of the Company. When service is cancelled or disconnected, the customer must return any such equipment to the Company during regular business hours, Monday through Friday or Saturday morning (except holidays). The equipment must be returned to the Company in the same condition as installed or received, except for normal wear and tear. All such equipment must be returned to the Company's business office or an alternative location designated by the Company at the time of cancelation or disconnection. 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.
g. The customer is responsible for the maintenance and safekeeping of all equipment placed in or on the customer's premises. The Company has no responsibility for replacing equipment destroyed or damaged by the customer's misuse, abuse, or neglect. In the event that any equipment provided by the Company is destroyed, damaged (ordinary wear and tear excepted), lost or stolen while in the customer's possession, the customer may be liable to the Company for an equipment recovery fee as set forth in Part 5 of these Terms and Conditions.

1.6 PAYMENT FOR SERVICE AND FACILITIES

1. Payment for Service. Unless otherwise agreed upon, all customers shall pay for phone services and facilities monthly in advance. All bills for services are due not less than 20 days after the bill is rendered. When a customer is connected or disconnected, or for other cause the service received deviates by more than twenty-four consecutive hours from the normal billing period, the bill shall be prorated. If the prorating indicates a refund is due, the refund shall be accomplished by bill credit. Failure to receive a bill does not relieve the customer of the responsibility for payment.

2. Application of Residence and Business Rates
    a. Residence rates apply at the following locations:
        i. In a private residence where business listings are not provided.
        ii. In private apartments of hotels, rooming house, or boarding houses where service is confined to the customer's use.
        iii. In college fraternity or sorority houses where individual access line service is provided.
    b. Business rates apply at the following locations:
        i. All locations that are not defined as a residence in (a) above.
        ii. In any location where the listing of service at that location indicates a business, trade, or profession.

3. Taxes or Fees Billed to Customers
    a. Except as otherwise expressly provided, pricing is exclusive of and customer shall be solely responsible for (i) applicable taxes (excluding those on the Company's net income) relating to the sale, transfer of ownership, installation, license, and the use or provision of service (ii) surcharges, recovery fees, customs clearances, fees, duties, levies, shipping charges, and other similar charges relating to the sale, transfer of ownership, installation, license, or the use or provision of the services and (iii) charges imposed in connection with governmentally imposed costs and fees (such as USF, PICC, E911 and telecommunications relay service charges, and charges authorized by the FCC and included in the Company's interstate tariffs) and the expenses incurred by the Company reasonably relating to such costs and fees.
    b. The Company will bill and the customer shall pay all applicable taxes and other charges and fees described above (including any associated interest and penalties resulting from customer's failure to timely pay the taxes or other charges and fees), except to the extent customer provides a valid exemption certificate prior to the delivery of services.

4. Service Check – Customer Premise Equipment and Wiring and Repairs
    a. A service check will be performed when a customer requests the Company to perform a check of its facilities up to the demarcation point.
    b. Where feasible, customers will also be encouraged to unplug Customer Premise Equipment or disconnect all inside wiring at the demarcation point so as to self-diagnose where their wiring or equipment may be causing an out of service condition.

c. A Wire Maintenance Plan is available to residential customers. A set monthly fee may cover maintenance of approved Customer Premise Equipment and Wiring.
d. No charges will be assessed when a service check is performed and:
    i. The Company determines the trouble exists on the Company's side of the demarcation point; or
    ii. The Company identifies or repairs any trouble on the customer's side of the demarcation point and the customer does purchase a wire maintenance plan.
e. Charges will be assessed when a service check is performed, and the customer requests the Company identify or repair any trouble on the customer's side of the demarcation point and the customer does not purchase a wire maintenance plan.

5. Returned Check Charge
    a. An administrative charge may 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.

6. 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.

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

1.7 TERMINATION OR SUSPENSION OF SERVICE

1. Termination or Suspension. Notwithstanding any agreed or required minimum term, service may be suspended or terminated as follows:
    a. **Material Breach**. If customer fails to perform or observe any material term or condition of service, including non-payment of charges, and such failure continues unremedied for 30 days (5 days for customer's failure to fulfill its payment obligations, including failure to pay a required deposit) after receipt of notice, the Company may terminate (or may suspend and later terminate) the affected service.
    b. **Materially Adverse Impact**. If the Company revises a Service Publication, and the revision has a materially adverse impact on customer and the Company does not produce a revision that remedies such materially adverse impact within 30 days after receipt of notice from customer, then customer may, as customer's

sole remedy, elect to terminate the affected service on 30 days' notice to the Company, given not later than 90 days after customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to standard pricing, changes required by governmental authority, or assessment of or changes to additional charges such as governmentally imposed costs and fees (such as USF, PICC, E911 and telecommunications relay charges).

c. **AUP; External Service Threats; Government Action**. If customer fails to rectify a violation of the Acceptable Use Policy ("AUP") within 5 days after receiving notice from the Company, the Company may suspend the affected service. The Company reserves the right, however, to suspend or terminate immediately when: (i) the Company's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) the Company is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) the Company reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if the Company were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of the Company's network or networks with which the Company is interconnected or may interfere with another customer's use of the Company's services, network or the Internet; or (c) such violation otherwise presents an imminent risk of harm to the Company, the Company's customers or its or their respective users or employees.

d. **Fraud or Abuse**. The Company may terminate or suspend an affected service immediately by providing customer with as much advance notice as is reasonably practicable under the circumstances if customer, in the course of breaching any applicable terms of service: (i) commits a fraud upon the Company; (ii) uses the service to commit a fraud upon another party; (iii) unlawfully uses the service; (iv) abuses or misuses the Company's network or service; (v) interferes with another customer's use of the Company's network or services; (vi) engages in unsafe, abusive or excessively disruptive conduct toward the Company or the Company's employees or (vii) attempting to avoid the payment, in whole or in part, of any charges by any means or device (mere non-payment of billed charges will not be considered grounds for termination or suspension under this subsection (d)(vii)).

e. **Hazardous Materials**. If the Company encounters any hazardous materials at the service location, the Company may terminate the affected services or may suspend performance until customer removes and remediates the hazardous materials at customer's expense in accordance with applicable law.

f. **Withdrawal of Services**. The Company may discontinue providing a service by providing customer with as much advance notice as is reasonably practicable under the circumstances where the Company generally discontinues providing the service to similarly situated customers.

2. Notice of Disconnection. The notice of pending disconnection required by these Terms and Conditions shall be a written notice setting forth all reasons for the notice, and the final date by which the account is to be settled or specific action taken. The notice shall be considered rendered to the customer when (a) deposited in the U.S. mail with postage prepaid or (b) when sent electronically to the customer contact information on file. The final date shall be not less than five days after the notice is rendered. The notice will include a toll free or collect number where a customer can obtain additional information.

1.8 CUSTOMER COMPLAINTS AND DISPUTES

1. A customer or prospective customer may initiate a complaint with the Company on any relevant matter by telephone, in person, via email, or in writing directed to the Company at any of its offices. The customer may at any point during resolution of the complaint seek review by a Supervisor or Manager.

2. If the complaint is related to Telephone Service, upon investigation and final resolution by the Company, if the customer wishes further review, the customer should direct all appropriate information to the Iowa Utilities Commission, Customer Service, 1375 E. Court Avenue, Room 69, Des Moines, Iowa 50319-0069, toll free at 877-565-4450, or customer@iuc.iowa.gov

3. In the event of a dispute concerning a bill, the Company may require the customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint shall be made using the procedures listed following.

4. Within 15 days of the bill date of a disputed bill, the Company must receive from the customer an itemized statement in writing which identifies the disputed charges and reasonably explains the basis of the dispute. Failure to comply with this requirement shall mean the bill is deemed correct and all amounts are due to the Company.

5. The Company shall review the customer's statement of disputed charges and shall issue a written initial determination within 15 days after receipt to set forth the Company's proposed resolution of the dispute charges.

6. If the customer is not satisfied with the Company's proposed resolution, the customer must advise the Company in writing within 15 days after receipt of the Company's initial determination, of the specific reasons for the dissatisfaction and provide any additional information the customer deems pertinent or relevant to the dispute.

7. Within 15 days after the Company's receipt of additional information, the Company shall make its final determination and resolution of the disputed charges based upon all documentation or information available to the Company.

8. If the customer continues to withhold payment of any disputed amounts, determined to be owed to the Company, the customer's account shall be deemed to be past due, and subject to termination.

2.1 LOCAL TELEPHONE SERVICE

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

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

EXCHANGE NAME		R-1		B-1	Bus Key	Bus PBX	Bus SWDS1	Bus PRS
Hesper		**$18.00**		**$18.00**	**$18.00**			
Burr Oak		**$18.50**		**$18.50**	**$18.50**			
Ridgeway		**$18.00**		**$18.00**	**$18.00**			

   d. Service Descriptions
      i. **Individual Line services** may be purchased singly or in multiples.
      ii. **Key System Service** is intended for use with multiline customer key system equipment.
      iii. **PBX Trunk service** is intended for use with customer PBX equipment requiring ground start operation. In addition to premise-based PBX's included, hosted PBXs that rely on a managed service provider to perform PBX functions in 'the cloud' are also included.

iv. **High Capacity services** include multiple connections to the PSTN within the same service regardless of the technology used (Switched DS-1/PRI, ISDN Primary Rate Service, or SIP-Based Service/VoIP).
v. **Employees' Concession Telephone Service** may be offered to all active and retired employees at their residence when such telephone service is provided by this Company.
vi. **Temporary or Vacation Suspension** is available for vacation purposes 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 monthly charges will apply during the suspension of service. Reconnect charges will apply as listed in Part 5.

3. Local Calling Area

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

EXCHANGE NAME	EAS (EXTENDED AREA SERVICE) INCLUDED IN THE LOCAL CALLING AREA
Burr Oak	Decorah, IA

2.2 OPTIONAL CALLING SERVICES

We offer a number of optional calling services such as Caller ID, Call Forwarding, Call Waiting, and others. Please call our office or check our directory for more information on the services we offer. You may need to pay an additional charge for these services, and those charges are listed in the Service Price list in Part 5.

2.3 TELEPHONE NUMBERS, DIRECTORIES AND DIRECTORY LISTINGS

1. Telephone Numbers
   a. 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.
   b. When services are discontinued, telephone numbers will be held from use (aged) according to industry standards before reassignment.

2. Telephone Directories

The Company:

☐ Provides listing information to a third party that publishes and distributes directories.

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 occurs.

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.

3. 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 the alphabetic section of the white pages of the telephone directory for business or residence customers.

a. 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.
    i. Listings will be limited to such information as is necessary for proper identification.
    ii. 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.
    iii. The Company may refuse to insert any listing which, in its judgment does not facilitate the use of the directory.
b. **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.
c. **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.

d. **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.
e. **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.
f. **Non Published** is the omission of a customer's listing from both the telephone directory and directory assistance records.
    i. 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.
    ii. No charge will apply for private service for customers having other listed service.
g. The charge for additional, alternate, or private listings is effective the day the directory assistance record is posted.

2.4 INFORMATION SERVICES AND CALLING RESTRICTIONS

1. Local Operator Services
    a. Customers can access local operator services by dialing "0" (0 minus) for assistance in placing a call.
    b. Local calls may be completed or billed with live or mechanical assistance by a third party under contract with the Company.
    c. 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.
    d. The following operator assisted calls are exempt from operator surcharges:
        i. Calls to designated Company numbers for official Company business.
        ii. Emergency calls to authorized civil agencies.
        iii. Operator dialed calls to re-establish a call which has been interrupted due to a service failure; to establish a call where Company service problems prevent completion; or to complete a call for a calling party who identifies that they are unable to call due to a disability.

2. Local Directory Assistance
    a. Customers can access local directory assistance by dialing "411" for assistance in determining a telephone number.
    b. A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:
        i. 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.
        ii. 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. Toll Blocking Service
    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.
    c. Incoming calls are not restricted.
    d. Toll blocking is available to Lifeline customers without charge.

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

5. Billed Number Screening Service
    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.
    b. 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.

2.5 MISCELLANEOUS SERVICES

1. Foreign Exchange Service
    a. Foreign Exchange Service (FX) is a local service that provides dial tone to and from a telephone exchange other than the subscriber's 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. Foreign Exchange Service will be limited to business and residence individual Local Service, or PBX trunks, when facilities for its provision are available.
    c. 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.
    d. 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.
    e. Calls beyond the local calling area of the serving exchange will not be permitted.

2. Emergency Number Service (911, E911 and NG911)
    a. The Company provides basic, enhanced, and next generation 9-1-1 Services in accordance with applicable state and federal law and regulations. The Company also collects a 9-1-1 surcharge from local service subscribers in an amount and as required under state law and regulations.

3. Other Service Offerings
The FCC requires the Company to provide N11 services for 3-digit dialing access to information services. The current list is provided below.
    411 Local Directory Assistance
    511 Traffic and Transportation Information
    711 Telecommunications Relay Service (TRS)
    811 One Call – Buried Utility Services Locating
    911 Emergency
    988 Suicide Hotline

4. Lifeline Assistance
    a. The Lifeline Assistance (Lifeline) program, established by the Federal Communications Commission under 47CFR54, is a means of maintaining and preserving universal service by providing a reduction in the recurring price of basic local residential exchange access service, or fixed or mobile broadband service that meets minimum service standards to qualifying low-income residential subscribers.
    b. Lifeline is a federally funded reduction of the Federal End User Common Line Charge and a reduction of local service charges. The Federal Lifeline Credit shall be applied first to reduce the Federal End User Common Line Charge, with any remaining federal credit to be applied to reduce rates for residential service or fixed or mobile fixed broadband service that meets minimum service standards. The state TAP credit shall be applied to further reduce the rates charged for residential services.
    c. Federal Universal Service Charge (FUSC) will not be billed to Lifeline customers.
    d. Local service for Lifeline subscribers may not be disconnected for non-payment of toll charges.
        i. Toll Restriction Service will be provided to Lifeline subscribers at no charge.
        ii. Lifeline subscribers are not required to accept Toll Restriction Service as a condition to avoid disconnection of local service for non-payment of toll.
        iii. Lifeline subscribers are not required to pay a service deposit in order to initiate service if the subscriber voluntarily elects to receive Toll Restriction Service.
        iv. Partial payments from Lifeline subscribers will be applied first to local service charges and then to toll charges.
    e. **Eligibility**. Lifeline will be provided for one (1) telephone line per household or one subscription to fixed or mobile broadband service that meets minimum service standards, at the subscriber's principal place of residence, to those individuals who meet the eligibility requirements.
        i. The applicant has income at or below 135 percent of the Federal Poverty Guidelines or participates in one of the following programs:
            - Medicaid

- Supplemental Nutrition Assistance Program (SNAP)
- Veterans Pension or Survivor Benefit Program
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance (FPHA)

ii. Individuals who do not qualify under any of the above but live on or near a federally recognized reservation may qualify if the applicant receives benefits from at least one of the following programs:
- Bureau of Indian Affairs (BIA) General Assistance
- Tribal Temporary Assistance for Needy Families (TANF)
- Tribal Head Start (only households that meet the income qualifying standard)
- Food Distribution Program on Indian Reservations (FFPIR)

iii. The applicant signs a document certifying under penalty of perjury that the applicant receives benefits from one of the programs listed and identifying the program or programs from which that consumer receives benefits.

iv. The applicant signs a document agreeing to notify the Company if that consumer ceases to participate in the program or programs. When the Company is notified by the customer that the customer no longer participates in one of the above programs, the federal credits to that customer's monthly charges shall cease beginning with the start of the billing cycle beginning in the month after the month in which notification is received.

f. Eligibility Revocation. If the Company discovers that conditions exist that disqualify the recipient of Lifeline Assistance, the support will be discontinued. The customer will be billed retroactively to whichever is the most recent of the dates Lifeline assistance commenced or the recipient no longer qualified for the service not to exceed 12 months.

5. Long Distance Service
   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.

3.1 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.

3.2 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

3.3 ACCEPTABLE USE POLICY

Internet Access services are governed by the Company's Acceptable Use Policy which is posted on our website at https://www.mabeltel.coop/wp-content/uploads/acceptable_use_policy.pdf.

3.4 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.

3.5 NETWORK PERFORMANCE

A description of network performance characteristics is available on our website which can be found at https://www.mabeltel.coop/wp-content/uploads/mabel_network_management_practices.pdf

3.6 CUSTOMER INITIATED SPEED TEST INFORMATION

A link for a Customer-initiated speed test is on our website at http://speed.mabeltel.coop/

3.7 PRICE LIST/RATE CARD

Rates for Broadband Services are listed in Part 5.

3.8 NETWORK TESTING OBLIGATIONS OF THE COMPANY

The customer agrees that by subscribing to Company's broadband service, the customer is authorizing the Company to perform any testing of the service that may be required by any governing regulatory entity.

3.9 LIFELINE FOR BROADBAND SERVICE

The Lifeline Assistance (Lifeline) program, established by the Federal Communications Commission under 47CFR54, is a means of maintaining and preserving universal service by providing a reduction in the recurring price of basic local residential exchange access service, or fixed or mobile broadband service that meets minimum service standards to qualifying low-income residential subscribers. For more information on whether a broadband service customer qualifies for Lifeline, and for terms and conditions, refer to section 2.5(4)

RESERVED FOR FUTURE USE

Service	T&C Ref	Bill Code	NRC	Monthly	
Interest Paid on Deposits	1.3(4)		6%		
Service Charges	1.4(8)		$10.00		
Moving or Changing existing service	1.4(8)		$10.00		
Returned Check Charge	1.6(5)		$30.00		
Reconnection Fee (Non-pmt & vacation)	1.6(6)		$15.00		
Disconnection Fee (Non-pmt)			$ 5.00		
Equipment Preparation Charge			$ 1.50		
Travel Charge			$15.00		
Iowa Minimum Mileage Charge			$ 2.50		
Station Wire Maintenance (per line)			$ 0.25		
Remote Local Line Charge			$ 4.75		
Service Check Charge			$20.00		
Central Office Charge			$ 5.00		
Single Party Service Residential or Business	2.1			$18.00/$18.50	
Foreign or nonsubscriber service, per listing	2.3(3)			$ 0.75	
Unlisted Number Charge				$ 0.50	
New Number Announcement (six months)				$25.00	
Toll Restricting				$ 1.50	
Double Listing				$ 0.25	
Optional Calling Services					
Caller ID Number	2. 2			$ 2.25	
Caller ID Name & Number				$ 3.25	
Call Waiting				$ 1.00	
Call Waiting ID				$ 2.00	
3-Way Calling				$ 1.00	
Automatic Recall/Callback				$ 1.50	
Priority Call				$ 1.50	
Call Forwarding				$ 1.00	
Selective Call Acceptance				$ 1.50	
Selective Call Forwarding				$ 1.50	
Call Forwarding Remote Access				$ 1.50	
Selective Call Rejection				$ 1.50	
Warm Line				$ 1.00	
Short List Speed Calling (8 capacity)				$ 1.00	
Long List Speed Calling (30 capacity)				$ 2.00	
Distinctive Ringing (Teen Line)				$ 2.50	
Jack				$ 4.00	
Voice Mail				$ 2.75	
KSU Voice Mail				$30.00	
Telemarketer Call Screening				$ 3.00	

Original Call Management				$ 3.00	
Call Trace Per Activation				$ 1.00	
Toll Blocking	2.4(3)				
Service - continued	**T&C Ref**	**Bill Code**	**NRC**	**Monthly**	
N11 Services (411, 911)	2.5(3)				
Service Establishment Charge - 511					
Service Establishment Charge - 211					
Internet Service	3.1				
50 x 50				$ 65.00	
100 x 100				$ 85.00	
250 x 250				$130.00	
500 x 500				$150.00	
1G x 1G				$175.00	
Extra Modem (copper)				$ 5.00	
Extra Modem (fiber)				$10.00	
Wireless Router				$ 6.00	
Mesh Extender				$ 3.00	
Reconnect Broadband Internet Service			$25.00		