

STANDARD AGREEMENT FOR LOCAL EXCHANGE SERVICE

LA MOTTE & ANDREW TELEPHONE COMPANY

1. **SERVICE AGREEMENT.** This standard agreement (this “agreement”) governs your service relationship with La Motte Telephone Company (together with any subsidiaries or affiliates providing your service or related facilities, “we”, “us”, or the “Company”) for regulated local exchange services and facilities (“Service”). Previously, the Company provided Service pursuant to a Local Services Tariff filed with and approved by the Iowa Utilities Board. As a result of recent changes to applicable law and regulations, the Company no longer files or maintains a Local Services Tariff. Instead, we now provide Service pursuant to this Agreement, including the additional Terms of Service incorporated herein by reference.
2. **Acceptance.** Your acceptance of this Agreement occurs upon any of the following: (a) you provide a written or electronic signature expressly accepting this Agreement; (b) you orally or electronically order and/or activate Service; or (c) you use Service, following notification that this Agreement will apply to your ongoing use of such Service.
3. **ADDITIONAL TERMS OF SERVICE.** We provide Service pursuant to a certificate of public convenience and necessity issued by the Iowa Utilities Board. We provide Service subject to our “Services Catalog”, including (a) this Agreement (b) our Rules and Regulations for Local Exchange Service, which are incorporated herein by reference; (c) our applicable Service Guides and Rate Schedules, which are incorporated herein by reference and (d) applicable rules and regulations of the Iowa Utilities Board. Current versions of our Rules and Regulations, Service Guides and Rate Schedules are available in electronic form on our website at www.lamotte-telco.com. Current versions of these documents are also available at our business office and will be provided or made available to you upon request. Our Rules and Regulations, Service Guides and Rate Schedules contain the specific prices and charges, service descriptions and other terms and conditions not set forth herein which apply to Service. This Agreement incorporates by reference the prices, charges terms and conditions included in our other Service’s Catalog.
4. **SERVICE TERM.** Depending on the Service Package you select, you may receive Service for an agreed minimum term (Your “Contract Term”). In the absence of any Contract Term or after any Contract Term has expired, you will receive Service on a month-to-month basis until Service is canceled by you or disconnected by us in accordance to your Service Agreement.
5. **SERVICE AND EQUIPMENT PRICING.** If you select a Contract Term, you understand that you have received a special rate for Service and Equipment and/or we have incurred costs in exchange for your commitment to the full Contract Term. If your Service is downgraded, canceled or disconnected prior to the end of the agreed Contract Term, you may be charged an early termination fee (“ETF”). If Equipment is damaged, destroyed or lost while in your possession, or if you fail to return Equipment upon termination of Service, you may be charged an equipment recovery fee up to the full replacement cost of the Equipment.
6. **RIGHTS AND RESPONSIBILITIES.** This Agreement is our standard service agreement. Under this Agreement, we agree to provide and bill for Service, and you agree to use and pay for Service, as provided herein and in our other applicable Terms of Service. Our rights and responsibilities, and your rights and responsibilities, are as set forth in this Agreement and our other applicable Terms of Service.
7. **TERM.** This Agreement shall commence on the date of your acceptance and shall continue month-to-month (or, in some cases for an established minimum term) as provided in our applicable Terms of Service. Either party may terminate this Agreement or any Service in accordance with our applicable Terms of Service. Termination of this Agreement or any Service shall not waive or release your obligation to pay for Service provided prior to such termination as well as any other applicable fees and charges, as provided in our Terms of Service.
8. **RATES: PAYMENT.** Nonrecurring and recurring charges for Service are as set forth in our applicable Terms of Service. Except as otherwise noted. Service pricing is exclusive of applicable local, state and federal taxes and regulatory fees, assessments and surcharges. All Service charges, along with applicable local, state and federal taxes and regulatory fees, assessments and surcharges, will be itemized on your invoice. Failure to pay invoices when due may result in late payment penalties or suspension or disconnection of Service as provided in our applicable Terms of Service.
9. **CHANGES TO TERMS.** We reserve the right to change our Terms of Service (including rates or any other terms and conditions of Service) upon written notice to you. The notice may be provided on your monthly bill, as a bill insert, by email, on our website, or by other written communication or other form of notice permitted or required by applicable laws and regulations. If you elect not to cancel your Service and continue to use Service after the communicated effective date of any such changes, your continued use of Service will constitute acceptance of the modified Terms of Service.
10. **CHANGES TO SERVICE.** We may, from time to time, modify the Service to reflect improvements and other changes and modifications to our network. In addition, we reserve the right to discontinue or limit Service as required to comply with or satisfy our obligations under applicable laws or regulations, including when changes to our interpretations of such laws and regulations have a material, adverse effect on the business, technical or economic feasibility of providing Service, as determined by us in our reasonable judgment.
11. **ACCESS TO SERVICE PREMISES.** We may enter into, upon or over your Service premises periodically during the term of this Agreement to install, connect, inspect, maintain, repair, alter, disconnect and remove our facilities and equipment used to provide Service. To the extent the same is consistent with your ownership of the premises, you grant the Company a temporary and permanent easement to construct, install, maintain, and/or replace Service facilities and to install, connect, inspect, maintain, repair, alter, disconnect and remove all facilities and equipment necessary to provide Service. In the event you are not the owner of the premises upon which installation is requested, you warrant to the Company that you have obtained the consent of the owner of the premises for the Company to install and maintain its facilities and equipment as contemplated herein.
12. **DEPOSITS.** We may require a deposit for you to establish or maintain Service. The deposit amount, the length of time we hold the deposit and changes to the deposit amount are based on our Terms of Service and any applicable laws or regulations. If Service is canceled or disconnected for any reason, we may, subject to our Terms of Service and applicable law and regulations, apply your deposit toward payment of outstanding charges.
13. **SERVICE ACCOUNTS.** Service accounts are assigned to customers only, and the customer in whose name the account is established will be treated as the account owner for all purposes. Account owners may designate one or more “authorized users” who will have access to account information and may make certain account changes in accordance with our policies and applicable laws and regulations. As the

owner of the account, you are responsible for designating (or changing the designation) of any authorized user. You are responsible for keeping all account and billing data with the Company up-to-date and accurate. Furnishing false data to the Company is grounds for immediate disconnection of Service and may subject you to civil or criminal liability.

14. **FEDERAL LIFELINE PROGRAM.** The Company is an eligible telecommunications carrier (ETC) within all or portions of its service area, meaning that it provides certain services supported by the federal Universal Service Fund, including the federal "Lifeline" program for qualifying low-income consumers. Line, local residential service and broadband service is a Lifeline-eligible service. Lifeline is a government benefit program which provides a monthly credit toward a qualified subscriber's telephone bill. Only eligible consumers may enroll in the Lifeline program. Consumers must complete documentation necessary for enrollment. Lifeline assistance is non-transferable, and eligible subscribers may receive assistance from only one wireline, wireless or broadband telecommunications provider per household. If you believe you may qualify for the Lifeline program, please visit our website at www.lamotte-telco.com or contact us to discuss the program details.
15. **DISCLAIMER OF WARRANTIES.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN OUR TERMS OF SERVICE, WE MAKE NO WARRANTIES WITH RESPECT TO ANY SERVICE OR FACILITIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES CONCERNING THE SPECIFIC FUNCTION OF ANY SERVICE OR FACILITIES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR SPECIFIC NEEDS. TO THE EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF SATISFACTORY QUALITY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
16. **LIMITATION OF REMEDIES.** In addition to any other limitation on remedies or limitations of liability set forth in our Terms of Service or in applicable law or regulations, the Company shall not be liable for any delay or failure to provide Service at any time or from time to time, or any interruption or degradation of Service quality that is caused by any of the following: (a) an act or omission of an underlying carrier, service provider, vendor or other third party; (b) equipment, network or facility failure, including failure caused by the loss of power; (c) equipment, network or facility upgrade or modification; (d) 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; (e) equipment or facility shortage; (f) equipment or facility relocation; (g) any act or omission by you or any person using your Service; (h) theft, fraud or abuse of Service; or (i) any other cause that is beyond the Company's reasonable control.

THE EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT, INCLUDING FOR ANY EXPRESS OR IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US FOR THE AFFECTED SERVICE OR FACILITIES, WHETHER SUCH CLAIM OR REMEDY IS SOUGHT IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. TO THE EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE TO YOU 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.
17. **INDEMNIFICATION.** YOU AGREE TO INDEMNIFY THE Company and our affiliates, officers, agents and employees from any liabilities or expense arising from claims losses, damages, suits, d, litigation costs and attorneys' fees arising from or related to your abuse or misuse of Service, or any other violation of this Agreement or our other Terms of Service.
18. **ADDITIONAL SERVICES.** Our telecommunications and communications services are diverse, and not all services we provide are regulated services. This Agreement and the other Terms of Service identified herein apply only to local exchange services regulated by the Iowa Utilities Board. The Company may also offer or provide other products and services, including unregulated telecommunications or communications services. Unless otherwise specified, such products and services are not covered by this Agreement or our other Terms of Service referenced herein, but may be subject to other service contracts or terms and conditions of service provided or made available to customers in connection with those products and services.
19. **GOVERNING LAW.** This Agreement, and our contractual and service relationship with you, shall be deemed to have been made in and shall be governed by and construed in accordance with the substantive laws of the State of Iowa, without regard to the principles of conflicts of law.
20. **INCORPORATION AND INTEGRATION.** Our Terms of Service are incorporated into this Agreement. This Agreement, along with our other Terms of Service, constitute the entire agreement between the parties concerning our contractual service relationship, there being no prior written or oral promises or representations not incorporated herein or therein.
21. **19. NO IMPLIED WAIVER.** Our failure to exercise or enforce any provision of or rights under this Agreement or our other Terms of Service shall not constitute a waiver of any such provision or right.
22. **SEVERABILITY.** If any part or provision of this Agreement or our other Terms of Service is held, in whole or in part, to be invalid, illegal, or unenforceable by any law or regulation of any governmental or regulatory authority, or by the final determination of any court of competent jurisdiction, that part or provision will be construed consistent with applicable law or regulation as nearly as possible, and the remaining parts and provisions will remain in full force and effect. Such invalidity or non-enforceability will not invalidate or render unenforceable any other part or provision of this Agreement or our other Terms of Service.
23. **ASSIGNMENT; BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; provided, however, you may not assign or transfer your rights or obligations under this Agreement without our express written consent. Unless consent is granted, all accounts must be closed and reopened under the name of the new customer for issuance of a new account number.



Accessibility Notice:

The Federal Communications Commission (FCC) has rules requiring telecommunications service providers like La Motte & Andrew Telephone Company to make it services and products accessible to people with disabilities, if such access is readily available.

These rules implement Section 255 of the federal Communications Act. Section 255 requires telecommunications service providers to make their services and devices compatible with peripheral devices and specialized customer premises equipment that are commonly used by people with disabilities, if such compatibility is readily achievable.

Please contact us at (563) 773-2213 for further information or to discuss your accessibility needs and the options we may have to assist you in using our services.



La Motte & Andrew Telephone Company Acceptable Use Policy

1. Acceptance of this Policy

Welcome to La Motte & Andrew Telephone Company ("Company", "we" or "us"). The following Acceptable Use Policy ("Acceptable Use Policy" or "UP"), governs your access to and use of the high-speed internet, IP/Ethernet, IP video and/or other data, video, or voice communications service, including any content, functionality and services offered on or through <http://www.lamotte-telco.com/> (the "service"). The terms and provisions of this AUP do not limit any rights to suspend or terminate service that Company otherwise possesses under your Service Contract, if any, our Standard Terms and Conditions of Service, our service guide and rate schedule, or applicable law.

2. Applicability

This UP applies to you as a customer and to any other person, authorized or unauthorized, using your service (collectively "user"). For purposes of this AUP, your use includes, and you are responsible for, the use of all Users who access service through your account. It is your responsibility to take precautions to limit access to service to approved Users.

By using the service you certify that you are at least 18 years of age, or older, reside in the United States or any of its territories or possessions, and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you shall not access or use the service.

The Company permits use of the service by minors, subject, however, to your supervision and monitoring. You are solely responsible for actions taken by minors accessing the service through your account.

3. Changes to the Acceptable Use Policy

We may revise and update the Acceptable Use Policy from time to time in our sole discretion. All changes are effective immediately when we post them on our website at <http://www.lamotte-telco.com>, and apply to all access to and use of the service thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the service.

Your continued use of the service following the posting of a revised Acceptable Use Policy means that you accept and agree to the changes.

4. Accessing the Service and Account Security

We reserve the right to withdraw or amend this service, and any service or material we provide to the service, in our sole discretion, without notice. We will not be liable if, for any reason, all or any part of the service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the service, or the entire service.

You are responsible for:

- Making all arrangements necessary for you to have access to the service.
- Ensuring that all persons who access the service through your internet connection are aware of this AUP and comply with its terms and conditions
- Ensuring all information provided to register the service is correct, current and complete
- Treat all usernames, passwords or other security information confidential, and agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security.
- Ensure that you exit from your account at the end of each session.

You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of this AUP.

5. Prohibited Uses and Activities

This AUP identifies certain uses and activities that Company considers to be unlawful or abusive and therefore strictly prohibited. The examples listed herein are non-exclusive and are provided solely for guidance to customers. Company, at its sole discretion, reserves the right to discontinue service for any unlawful, harmful, infringing, offensive, or interfering use. In the event of uncertainty as to whether any contemplated use or activity is permitted, please contact a customer service representative for assistance. In addition to any other illegal or abusive uses or activities, the following constitute violations of the AUP:

- Unlawful Use: Using service in any manner that violates local, state or federal law, treaty, court order, ordinance, regulation, or administrative rule, including, without limitation, using service to transmit any material (by e-mail or otherwise) whose transmission is unlawful under any local, state or federal law applicable to such transmission.
- Copyright or Trademark Infringement: Using service to transmit any material (by e-mail, file sharing software, direct download, FTP sites or otherwise) that infringes, misappropriates, or otherwise violates any copyright, trademark, patent, trade secret, trade dress, right of privacy, right of publicity, moral rights, or other proprietary rights of Company or any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, the digitization and distribution of copyrighted video or music, and the unauthorized transmittal of copyrighted software.

- Violation of the Digital Millennium Copyright Act (DMCA): Using service to circumvent any technological measures used by copyright owners to protect their works or using service to produce or disseminate technology primarily designed or produced to circumvent DMCA protections, that have only limited commercially significant purpose or use other than to circumvent; or that are marketed for use in circumventing DMCA protections. For additional information concerning your rights and responsibilities in connection with reporting or responding to claims of copyright infringement, see Reporting Claims of Copyright Infringement.
- Harm to Minors: Using service to harm, or attempt to harm, exploit, or attempt to exploit minors in any way; including but not limited to activities involving child pornography or the sexual exploitation of children.
- Threats: Using service to transmit any material (by e-mail or otherwise) that illegally threatens or encourages bodily harm or destruction of property.
- Harassment and Cyberbullying: Using service to transmit any material (by e-mail or otherwise) that unlawfully harasses another.
- Fraudulent Activity: Using service to make fraudulent offers to sell or buy products, items or services, or to advance any type of financial scam such as a "pyramid schemes," "Ponzi schemes", unregistered sales of securities, securities fraud and "chain letters."
- Forgery or Impersonation: Adding, removing or modifying identifying network, message or article header information in an effort to deceive or mislead is prohibited while using service. Attempting to impersonate any person by using forged headers or other identifying information is prohibited.
- Unsolicited Commercial E-mail/Unsolicited Bulk E-mail: Using service to transmit any unsolicited commercial e-mail or unsolicited bulk e-mail without our prior written consent. Activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail, whether or not that e-mail is commercial in nature, are prohibited. Using deliberately misleading headers in e-mails sent to multiple parties is prohibited.
- Intentional Network Disruptions, Abusive Activity and Bots: Using service for any activity that adversely affects the ability of other people or systems to use service or third party Internet-based resources. This specifically but without limitation includes excessive consumption of network or system resources whether intentional or unintentional. This also includes "denial of service" and "distributed denial-of-service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. The transmission of viruses, malware, or engaging in "mail bombing," "chat flooding," cybersquatting, and similar unlawful behavior is also prohibited. Attempting to circumvent user authentication or security of any host, network, or account on Company's systems or the Internet at Large ("cracking"). This includes scanning or probing ports without the consent of the owner of the machine being scanned. Using any robot, spider or other automatic device, process or means to access the service for any purpose, including monitoring or copying any of the material on the service. Introduce any Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Unauthorized Access: Using service to access, or to attempt to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Company's or a third party's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in disruption of service or the corruption or loss of data. This includes unauthorized monitoring, scanning, or probing of the Company's or any third party's network or system and hacking, attacking, breaching, or circumventing the security of any host, network, service, personal computer, network access, software or data without express authorization of the owner.
- Collection of Personal Data: Using service to collect, or attempt to collect, personal information about third parties without their knowledge or consent in violation of applicable state or federal law.

6. Reporting Claims of Copyright Infringement

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe a User of this service has infringed your copyright, you may report the alleged violation by submitting notification to our Copyright Agent that satisfies the requirements of the DMCA.

Upon Company's receipt of a satisfactory notice of claimed infringement for these works, Company will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the service or the Personal Web Features or (ii) disable access to the work(s). Company will also notify the affected customer or user of the service of the removal or disabling of access to the work(s).

7. Enforcement and Notice

It is our policy to disable and/or terminate the accounts of users who violate the guidelines and terms of this AUP, including those who repeatedly infringe on another's proprietary interests, as determined in our sole and absolute discretion.

We reserve the right to act immediately and without notice to suspend or terminate your service in response to a court order or government notice that certain conduct must be stopped or when we reasonably determine that the conduct may: (1) expose us to sanctions, prosecution, civil action or any other liability, (2) cause harm to or interfere with the integrity or normal operations of our network or networks with which we are interconnected, (3) interfere with another of our customer's use of the service, (4) violate any applicable law, rule, or regulation, (5) present an imminent risk of harm to us or our customers, or (6) violates the terms of this AUP.

8. Trademarks

The Company name, the terms La Motte & Andrew Telephone Company, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this service are the trademarks of their respective owners.

9. Changes to the Service

We may update the content on this service from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the service may be out of date at any given time, and we are under no obligation to update such material.

LA MOTTE & ANDREW TELEPHONE COMPANY

PRIVACY POLICY

This Privacy Policy (this ‘Policy’) applies to voice, video and data communications services provided by La Motte & Andrew Telephone Company (together with any subsidiaries or affiliates providing your communications service, “we,” “us,” or the “Cascade”). This Policy explains how Cascade collects, uses, and discloses information about our subscribers when they subscribe to, access, or use our communications services. Some of the information we may collect is “personally identifiable information” and/or “customer proprietary network information,” each as defined by applicable Federal law. Our use or sharing of such information is governed by applicable Federal law (as described herein) and this Policy. Your use of any La Motte/Andrew service constitutes your acceptance of this Policy.

This Policy applies across the La Motte & Andrew family of companies and, except as otherwise specified herein, applies to all of the communications services we provide. This Policy explains our practices in the following areas:

1. Our Responsibilities and Your Rights under Federal Law
2. Information we Collect and How We Collect and Use It
3. How We Share your Information
4. How to Limit the Sharing and Use of Your Information
5. How Long We Keep Your Information
6. How We protect Your Information
7. How You May Access and Correct Your Information
8. How You May Contact Us
9. Changes to This Policy
10. Violations of This Policy or Your Rights
11. Availability of This Policy

1. Our Responsibilities and Your Rights Under Federal Law

When you communicate with us, we collect information from you that we use to deliver, provide, confirm, change, bill, monitor, maintain and repair your services and service-related devices. Some of this information may be “personally identifiable information” or “customer proprietary network information” (“CPNI”) as defined by Federal Law.

Section 631 of the federal Cable Communications Policy Act of 1984, as amended (the “Cable Act”) provides special privacy protections for personally identifiable information we may collect about our cable and multichannel video service subscribers. For these purposes, personally identifiable information is information that identifies a particular person or persons, it does not include aggregate data that does not identify a particular person or persons.

If you subscribe to our multichannel video programming services, you have a right to know:

- The nature of any personally identifiable information we may collect and the ways we may use this information
- Under what circumstances and to what parties we may disclose personally identifiable information
- How long we will maintain personally identifiable information
- The times and places where you may access your personally identifiable information; and
- Your rights under the Cable Act concerning personally identifiable information

Section 702 of the federal Telecommunications Act of 1996, as amended (the “telecommunications Act”) provides special privacy protections for CPNI we may collect about our telecommunications subscribers. CPNI generally includes information about the quantity, technical configuration, type destination, location and amount of your use of voice services and information contained on your bill concerning the type of voice

services and features you subscribe to or receive. If you subscribe to our voice services, you have the right, and La Motte & Andrew Telephone has a duty, to protect the confidentiality of CPNI.

As required by the Cable Act and the Telecommunications Act, this Policy describes: what personally identifiable information or CPNI we collect and how we collect it; how we use or share that personally identifiable information or CPNI; how long we keep your personally identifiable information and/or CPNI; how we protect such information in our possession; and your rights and remedies if we violate this Policy or applicable Federal or State law.

In the event we determine there are any conflicts between this Policy and applicable Federal law (for example, the Cable Act or Telecommunications Act), we will comply with the applicable Federal Law. In addition to Federal law, we will also comply with any applicable State law.

2. Information We Collect and How we Collect and Use It

Information Collected When You Communicate with Us

When you communicate with us, we collect information from you that we use to deliver, provide, confirm, change, bill, monitor, maintain and repair your services and service-related devices. This information is also used to resolve issues with your order, with our products and services, or with your account. The information we collect may include your name, addresses, and other contact information; the reason for the contact; and your Social Security Number and payment information. We use this information to establish and maintain your customer account and billing records (including establishing credit), provide services to you, authenticate you (i.e., confirming your identity in connection with service or before sharing sensitive personal or account information), and contact you about services that we offer.

When you contact us or we contact you with calls, email, or through a feature on our websites or in our applications, we may monitor or record that communication or keep a record of the transaction to help us train employees and provide high-quality customer service.

Information Collected When You Use Our Products and Services

We collect information about your use of our products, services and sites. Information such as call records, wireless location, application and feature usage, network traffic data, product and device-specific information, service options you choose, mobile and device numbers, video packages and usage, and other similar information may be used for billing purposes, to deliver and maintain products and services, or to help you with service-related issues or questions. In addition, subject to any legal restrictions that may apply, this information may be used for other purposes such as providing you with information about service enhancements, determining your eligibility for new services or service packages, and marketing to you based on your use of services. This information may also be used to: (a) manage and protect our networks, services and users from fraudulent, abusive, or unlawful uses; and (b) subject to consent practices described in this policy, help us improve our services, research and develop new services, and offer promotions and other services.

In certain geographic service areas where we receive certain types of federal high-cost universal service support, we may be required by the FCC to measure and collect information concerning the speed and latency of broadband services provided to randomly-selected subscribers. Pursuant to applicable FCC guidelines, any required testing would be accomplished by using existing network management systems and tools. The FCC has adopted requirements regarding when tests would begin, when exactly we may perform the tests, and the number of active subscriber locations we would be required to test. Once testing begins, test results must be reported and certified to the Universal Service Administrative Company (USAC) and Iowa Utilities Board (IUB) on an annual basis. As it relates to randomly-selected subscribers, this required performance testing is in addition to the automatic testing we may do to measure or monitor performance and improve our service levels generally.

Information Collected on Our Websites

When you establish an online account with us, we maintain information about your user identification and password. This information is used to identify you when you sign in to your account.

Information You Provide

When you contact us online or by other means for information about services, we will respond to your request and may use the information you supply us to provide you with additional information about service offerings either at that time or in the future. Information you provide on our websites about your preferred location and other preferences may be used to provide you with more relevant service recommendations, services and special offers.

We may send you emails that communicate information about your account or about services, marketing offers, or promotions that may be of interest to you.

3. How We Share Your Information

Information Shared within the La Motte & Andrew Company

We share customer information within our family of companies for operational purposes. We also share certain types of customer information within our family of companies for our own marketing purposes unless you advise us not to share. Sharing this information allows us to provide you with the latest information about our products and services and to offer you our latest promotions.

Specific laws govern our sharing and use of CPNI. Our voice customers receive a privacy notice regarding CPNI when they first contract for or order service and every two years thereafter. For more information, please read our applicable CPNI notices. You may choose to opt out of the sharing of your CPNI within our family of companies for certain marketing purposes as described below.

Information Shared with Third Parties

Except as explained in this Policy, we do not sell, license or share information that individually identifies our customers, people using our networks, or website visitors with others outside our family of companies.

We may use vendors and partners for a variety of business purposes such as to help us offer, provide, repair and bill for services we deliver to you. We share information with those vendors and partners to the extent reasonably necessary for them to perform work on our behalf. For example, we may provide your credit card information and billing address to our payment processing company solely for the purpose of processing payment for a transaction you have requested.

We provide the names, addresses and telephone numbers of wireline telephone subscribers to directory publishers and directory assistance services.

Unless otherwise restricted or prohibited by the Cable Act or Telecommunications Act, we may disclose information that individually identifies our customers or identifies customer devices to third parties in certain circumstances.

- To comply with valid legal process including subpoenas, court orders or search warrants, and as otherwise authorized by law
- In cases involving danger of death or serious physical injury to any person or other emergencies;
- To protect our rights or property, or the safety of our customers or employees

- To protect against fraudulent, malicious, abusive, unauthorized or unlawful use of or subscription to our services and to protect our network, services, devices and users from such use;
- To advance or defend against complaints or legal claims in court, administrative proceedings and elsewhere;
- To collection agencies to obtain payment for La Motte & Andrew billed services
- To outside auditors;
- To the FCC, IUB, USAC or other federal, state, local or other governmental or quasi-governmental authority with jurisdiction over any Service; or
- With your consent

If we enter into a merger, acquisition or sale of all or a portion of our assets or business, customer information will also be transferred as part of or in connection with the transaction.

4. How to Limit the Sharing and Use of Your Information

You have choices about how we share and use information.

Customer Proprietary Network Information (CPNI)

Under the Telecommunications Act, you may choose whether to allow us to share your CPNI within our family of companies for certain marketing purposes. You may choose to opt out of the sharing of your CPNI within our family of companies for these marketing purposes by following the instructions on our CPNI notices.

Telemarketing

Federal “Do Not Call” laws allow you to place residential wireline and wireless phone numbers on the National Do Not Call Registry to prevent telemarketing calls to those numbers. If you would like to add your numbers to this list, you may do so by calling 1-888-382-1222, or by visiting www.donotcall.gov.

5. How Long We Keep Your Information

Under our practices and policies, sensitive records are retained only as long as reasonably necessary for business or legal purposes. We will maintain personally identifiable information about you no longer than necessary for the purpose for which it was collected. We will destroy the information if we have no pending requests, orders or court orders for access to this information, after we determine that it is no longer necessary for the purposes for which it was collected and in compliance with any applicable federal, state or local laws or requirements.

6. How Long we Protect Your Information

La Motte & Andrew Telephone Company has technical, administrative and physical safeguards in place to help protect against unauthorized access to, use or disclosure of customer information we collect or store, including Social Security Numbers. Employees are trained on the importance of protecting privacy and on the proper access to, use and disclosure of customer information. Under our practices and policies, access to sensitive personally identifiable information is authorized only for those who have a business need for such access, and sensitive records are retained only as long as reasonably necessary for business or legal purposes. Although we work hard to protect personal information that we collect and store, no program is 100% secure and we cannot guarantee that our safeguards will prevent every unauthorized attempt to access, use or disclose personal information. La Motte & Andrew maintains security and incident response plans to handle incidents involving unauthorized access to private information we collect or store.

7. How you May Access and Correct your Information

We strive to keep our customer records as accurate as possible. You may correct or update your information by calling the business office and talking to a customer service representative at 563-773-2213.

8. How you may contact us

If you have questions, concerns or suggestions related to our Privacy Policy or our privacy practices you may contact us at:

La Motte Telephone Company
PO Box 8
La Motte, IA 52054

Email: info@lamotte-telco.com
Phone: 563-773-2213
Web: www.lamotte-telco.com

9. Changes to this Policy

We reserve the right to make changes to this Privacy Policy, so please check back periodically for changes. You will be able to see that changes have been made by checking to see if the effective date posted at the end of the policy. If we elect to use or disclose information that identifies you as an individual in a manner that is materially different from that stated in our policy at the time we collected that information from you, we will give you a choice regarding such use or disclosure by appropriate means, which may include use of an opt-out mechanism.

10. Violations of this Policy or Your Rights.

If you believe that your privacy rights have been violated, please contact us immediately. We will take immediate steps to address your concerns. If you believe that you have been aggrieved as a result of our violation of applicable provisions of the Cable Act or Telecommunications Act, you may enforce the limitations imposed on us through a formal complaint to the FCC and/or a civil lawsuit seeking damages, attorney's fees and litigation costs. Other rights and remedies may be available to you under federal, state or local laws.

11. Availability of this Policy

It is our practice to provide notice copy or notice of this policy to all customers at the time you first contract for or subscribe to service and to make it publicly available and easily accessible on our website. The extent required by applicable laws or regulations, this policy may be supplemented by service-specific privacy policies or privacy notices (i.e. CPNI policies for telephone and broadband subscribers). Subscribers may obtain a copy of this Policy by request.

Last Updated: September 1, 2021



PRIVACY NOTICE

Your privacy matters to us. We pledge to protect your privacy and keep your trust. As we provide services to you, we gather information about the quality, technical configuration, type, destination and number of products and services you use.

We also gather data during application processes. This information is known as **Customer Proprietary Network Information (CPNI)** and “Non-public Personal Information”.

Under federal law, you have a right and La Motte & Andrew Telephone Company has a duty, to protect the confidentiality of your CPNI. La Motte & Andrew Telephone Company will not disclose to sell this information, unless required to do so by law; or upon receipt of an affirmative written request by a customer.

La Motte & Andrew Telephone Company may share or permit access to your CPNI on a limited, as-needed basis with trusted agents and contractors (billing and technical support vendors) that assist us in providing services. They share a duty to protect your CPNI.

Know that we limit access to your personal information to employees, agents or contractors who must use the information to provide products and services to you.

Further sharing of this information is restricted by our employee handbook, non-disclosure agreements and the law, in order to guard your personal information.



Packages

Complete Connection Package.....226.00/mth

- Landline phone, with calling features
- 500/500MB Internet service
- Expanded TV lineup
- 1 standard set-top box

Voice-Net Value Package.....98.95/mth

- Landline phone, with calling features
- 500/500MB Internet service

Internet Security



Provided through NRTC Managed Services

Tech Home Protect.....6.99/mth

- SecureIT web security (mobile/PC)
- FileHopper file backup
- Password Genie password manager
- Covers one computer & one mobile device

Tech Home Protect Plus.....10.99/mth

- Protect on any four computers or mobile devices

Tech Home Support.....15.99/mth

- Includes Protect on 4 computers/mobile devices
- 24/7 Whole home premium tech support

Contact Us

La Motte & Andrew Telephone Company

Business office:

400 Pine Street , PO Box 8

La Motte, IA 52054

Hours: M-F 7:30-4:30

(closed over the noon hour)

563-773-2213

563-672-3277

866-943-4375

info@lamotte-telco.com

After-hours correspondence and payment drop boxes:

La Motte & Andrew Telephone

Company Business Office

400 Pine Street

La Motte, IA

La Motte & Andrew Telephone

Company Central Office

18 W Benton Street

Andrew, IA

lamotte-telco.com

lamotte-telco.com

La Motte & Andrew Telephone Company

Neighbors Serving Neighbors

Fiber-to-the-Home

- High-speed Internet
- Digital TV
- Telephone



Telephone

Local Telephone Service.....31.00/mth

- Long distance per-minute or bucket-of-minutes pricing available

Calling Features, per month:

Caller ID.....3.00

Call waiting/waiting ID.....1.00

Telemarketing do-not-disturb.....1.00

Call Forwarding.....1.00

Selective Call Forwarding.....1.00

Anonymous call rejection.....1.00



Internet

Internet Speeds, per month:

WITH Telephone Service in addition

60/60 MB.....\$37.95

100/100 MB.....\$47.95

250/250 MB.....\$57.95

500/500 MB....see Voice-Net Value Package

WITHOUT Telephone Service

100/100 MB.....\$49.95

250/250 MB.....\$59.95

500/500 MB.....\$79.95

LA HomePass: Take Control of Your Home Wi-Fi Network

*Powered by
PLUME HOMEPASS*

LA HomePass App & Router.....10.00/mth

Key Features of LA HomePass App:

- 1ST intelligent WI-FI service platform for smart home experience that provides control of home & internet services
- Real-time protection (antivirus, malware, etc)
- Built-in ad blocking
- Easier parental controls (device freeze)
- View of all connected devices for easier management
- Multiple users (adults separate from kids/friends)
- If router is acting strange, self-quarantines
- Motion detection through devices already connected to your network



Digital TV

Basic TV Lineup.....\$59.00/mth

- Includes 1 standard set-top box

Basic Plus TV Lineup.....\$119.00/mth

- Includes 1 standard set-top box

Expanded TV Lineup.....\$129.00/mth

- Includes 1 standard set-top box

Go to lamotte-telco.com, Digital TV, for a list of channels included in each lineup.

Additional set-top boxes, each.....\$5.99/mth

- each TV requires a set-top box to operate independently



Never miss your program with DVR service:

DVR Service on one TV.....\$15.00/mth

- Includes DVR set-top box

Whole-home DVR Service.....\$18.00/mth

- Includes DVR set-top box

Premium Channel Packages

HBO.....\$19.99/mth

Showtime.....\$14.95/mth

STARZ ENCORE.....\$12.99/mth

Cinemax.....\$12.99/mth

lamotte-telco.com

Prices current as of 4-29.2022 and are subject to change.



Residential Application for Service
lamotte-telco.com • 563.773.2213 or 563.672.3277
400 Pine Street, PO Box 8, La Motte, 52054
Email: info@lamotte-telco.com



CUSTOMER INFORMATION

Name(s) _____

A COPY OF YOUR PHOTO I.D. OR DRIVER'S LICENSE IS REQUIRED _____ Copy received by office

E911 Service Address: _____

Billing Address (if different): _____

Cell Phone Number(s): _____

Contact Email Address(es): _____

Connection Fee: _____ Security Deposit: _____

Property Owner Name & Contact Number: _____

Bill Medium: _____ Email only (via contact email address above) _____ Email & Paper _____ Paper only

A low-income assistance program is available to qualified individuals. The Lifeline program provides a partial monthly credit toward Internet service. Would you like more information on Lifeline eligibility? _____ Yes _____ No



PACKAGES

_____ Complete Connection Package.....226.00/mth

_____ Voice-Net Value Package.....98.95/mth

- Landline phone, with calling features
- 500/500 MB Internet service
- Expanded TV lineup
- 1 standard set-top box

- Landline phone, with calling features
- 500/500 MB Internet



TELEPHONE SERVICE

_____ Local Telephone: \$22.50/mth*

Landline Telephone Number: _____

_____ Caller ID: \$3.00/mth

Do you want your number published? _____

_____ Call Waiting: \$1.00/mth

Directory Listing to read: _____

_____ Call Forwarding: \$1.00/mth

_____ Long Distance

_____ Block Telemarketers: \$1.00/mth

_____ PIC Freeze: prevents unwanted changes to your carrier

_____ Anonymous Call Rejection: \$1.00/mth _____ No Long Distance

**Does not include Subscriber Line Charge (\$6.50), E911 (\$1.00), or taxes.*



INTERNET SERVICE

24/7 TECH SUPPORT LINE: 800-205-1110

With landline telephone service in addition:

___ 60/60 MB \$37.95/mth

___ 100/100 MB \$47.95/mth

___ 250/250 MB \$57.95/mth

___ 500/500 MB see Voice-Net Value Package

OR

Without landline telephone service:

___ 100/100 MB \$49.95/mth

___ 250/250 MB \$59.95/mth

___ 500/500 MB \$79.95/mth

Email address: _____@netins.net

___ La HomePass App & Router: \$10/mth

Use the password the router comes with, or choose your own _____



LA HOMEPASS --- TAKE CONTROL OF YOUR HOME WI-FI NETWORK

Powered by
PLUME HOMEPASS

LA HomePass App & Router: \$10.00/mth

Key Features of LA HomePass App:

- 1ST intelligent WI-FI service platform for smart home experience that provides control of home & internet services
- Real-time protection (antivirus, malware, etc)
- Built-in ad blocking
- Easier parental controls (device freeze)
- View of all connected devices for easier management
- Multiple users (adults separate from kids/friends)
- If router is acting strange, self-quarantines
- Motion detection through devices already connected to your network



INTERNET SECURITY SUITE

TECH HOME
Technology Made Easy

Tech Home combines the best security, backup, data management and Wi-Fi assessment software—all with 24/7 support. [Learn more at www.securitycoverage.com/solutions/tech-home/](http://www.securitycoverage.com/solutions/tech-home/). Provided through NRTC Managed Services.

___ Tech Home Protect: \$6.99/mth

INCLUDES: SecureIT Internet security for 1 PC & 1 mobile device, parental controls, ransomware protection, 50GB file backup, and password management.

____ **Tech Home Protect Plus: \$10.99/mth**

INCLUDES: SecureIT Internet security for up to 4 PCs & mobile devices, parental controls, ransomware protection, 250GB file backup, and password management.

____ **Tech Home Support: \$15.99/mth**

INCLUDES: Entire Protect Plus package plus 24/7/365 whole home premium technical support, and Wi-Fi self-assessment tool.

United States-based 24/7 Tech Line: 877-373-3320, then press 3 for Tech Home services



VIDEO SERVICE



____ Expanded TV lineup \$129.00/mth

Never miss your program with DVR service:

____ Basic Plus TV lineup \$119.00/mth

____ DVR Service on 1 TV: \$15.00/mth

____ Basic TV lineup \$59.00/mth

- Includes DVR STB

- 1 Standard Set Top Box is included

--- OR ---

____ Whole-Home DVR service: \$18.00/mth

____ # of Additional Standard STBs @ \$5.99 each/mth

- Includes DVR STB

Premium Channel Packages

____ HBO: \$19.99/mth

____ Showtime: \$14.95/mth

____ STARZ ENCORE: \$12.99/mth

____ Cinemax: \$12.99/mth

Subscribe to premium channels month-to-month; no long-term commitment



CUSTOMER PROPRIETARY NETWORK INFORMATION

Keeping your nonpublic account information safe from unauthorized access is important to us. Under federal law, you have a right and La Motte & Andrew Telephone Company has a duty, to protect the confidentiality of you CPNI.

Please designate a password that we'll use to confirm your identity before discussing private account details. If you forget your password, we'll ask you the back-up questions.

Password for Account Inquiries: _____

If you forget your password, we can ask you backup security questions:

Please answer ONE of the following two questions

- In what city were you born? _____
- What high school did you attend? _____

Please answer ONE of the following two questions

- What is the name of the street you grew up on? _____
- What is the name of your favorite pet? _____

----- CPNI Authorization -----

May we let you know about new services or Internet speeds, if they become available, based on your current services? (We DO NOT telemarket or share your information with any entities outside the scope necessary to provide your services.) This is also known as CPNI authorization. If left blank, we will adopt a policy, as allowed by the FCC, to consider consent given.*

_____ Yes _____ No

*If you grant permission now, you have a right to tell us in writing later that you do not wish us to use your information for this purpose. However, be aware that this would generally mean that the free flow of information needed to reap the benefits of more personalized service or cost savings would be limited by the restriction to CPNI information. We may not be able to let you know about services that may interest you.



AUTHORIZED ACCOUNT USERS

Below you may add authorized users to your account. Authorized users do not show up on the billing statements, but are those persons who can make billing inquiries, make changes on the account, and with whom we have your permission to discuss nonpublic account information as needed on your behalf.

1. _____ Phone number: _____
2. _____ Phone number: _____
3. _____ Phone number: _____



TERMS AND CONDITIONS

By establishing an account with La Motte & Andrew Telephone Company, you agree to the Acknowledgement of Services & Policies, Customer Release, 24-month agreement, and to abide by all lawful use of subscribed services. The full details of these terms can be found on our Company website at www.lamotte-telco.com. Below is a summary of these terms and conditions.

Please read and INITIAL each item below:

_____ I am the person I claim to be, and I am not opening this account in anyone else's name.

_____ It is my responsibility to keep my account updated with current names, addresses, payment information, and contact information.

_____ I am aware that there are monthly charges for the services I am requesting; that payment is due by the 20th of each month; and that services are subject to disconnection for nonpayment, resulting in a fee to reconnect services.

_____ By requesting services, I agree to allow Company technicians to enter my home at the appointed time and date for installation or service purposes.

_____ By requesting service to my premise, I grant an easement to the Company to plow or bore a fiber or communications cable to my premise in order for the Company to provide requested services to my premise.

_____ I assume all risks associated with the services I am requesting, including any equipment required to provide these services; and release from any liability La Motte & Andrew Telephone Company, their respective officers, and employees.

_____ I understand that Company-owned equipment, at the time of permanent disconnection of services, must be returned to the Company in good condition—normal wear and tear is expected.

_____ I agree to keep the requested services for a minimum of 24 months in lieu of a \$100 installation charge. If I discontinue service within that 24-month period, the \$100 fee is prorated (equal to approximately \$4.17 per month not fulfilled).

_____ I won't rebroadcast / resell the Internet or TV signal / connection in any manner or use the services to break any state or federal laws.

_____ I understand that federal law mandates periodic testing of Internet speeds at customer premises, and if selected as a testing site, the Company has permission to do testing and to install necessary equipment to comply with the FCC mandatory testing requirement.

_____ I understand that if I don't comply with stated terms and policies, my service may be terminated by La Motte & Andrew Telephone Company without notice.

_____ I understand that La Motte & Andrew Telephone Company's policies and procedures may be updated periodically, and that those updates will be posted to the Company website at www.lamotte-telco.com.

Customer Signature _____ Date _____

Customer Signature _____ Date _____



AUTOPAY OPTIONS

Accounts are billed monthly for service. You will receive your bill for that month at the beginning of each month. Payment is due upon receipt, and is considered late after the 20th of each month. A late fee of \$1.00 applies and a disconnect notice generates and mails on the 21st of each month (or next business day).

Two options are available for auto pay, choose either: 1) ACH debit payment from a checking/savings account, or 2) by credit/debit card. *Autopay is not required; sign up at any time, now or later.*

Option 1: Authorization Agreement for Direct Payments (automatic ACH debit payments)

_____ La Motte Telephone Company, company ID: 42-0743906, hereafter called COMPANY

_____ Andrew Telephone Company, company ID: 42-0835993, hereafter called COMPANY

Option 1: Authorization Agreement for Direct Payments (automatic ACH debit payments)

I (we, if joint account) hereby authorize the COMPANY to initiate debit entries on the 20th of each month (or next business day if the 20th is a weekend or holiday) for the monthly amount due on my (our) account indicated below, hereafter called DEPOSITORY, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name _____ City _____ State _____

**Type of Account: _____ Checking _____ Savings

ABA/Depository Routing Number _____ Account Number _____

****PLEASE ATTACH A VOIDED CHECK OR A DEPOSIT SLIP FROM THE ACCOUNT YOU WOULD LIKE US TO USE.**

This authority is to remain in full force and effect until the COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it. I/we must provide notice of termination to: La Motte & Andrew Telephone Company, PO Box 8, 400 Pine Street, La Motte, IA 52054. Phone: 563-773-2213 or 563-672-3277.

Name(s) _____

Signature(s) _____

Date _____ Phone Company account number _____

Please return to: La Motte & Andrew Telephone Company, PO Box 8, La Motte, IA 52054

Drop box locations:

- La Motte: 400 Pine Street (free-standing black drop box at the entrance to the driveway)
- Andrew: 18 W Benton Street (drop slot in the door of the Central Switch Building)

**Option 2: Authorization Agreement for Recurring Credit / Debit Card Payments**

_____ La Motte Telephone Company, company ID: 42-0743906, hereafter called COMPANY

_____ Andrew Telephone Company, company ID: 42-0835993, hereafter called COMPANY

I (we) authorize COMPANY to automatically initiate payment of my (our) balance due COMPANY each month via credit or debit card, per the information given below. The amount will be charged to my card on the 19th of each month.

I (we) understand that this authorization will remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and manner as to afford COMPANY a reasonable opportunity to act on it.

I (we) also agree that I (we) remain obligated to pay for COMPANY'S services in the event that a charge to my card is dishonored, for whatever reason, and that COMPANY retains its normal collection rights.

Please circle: New authorization Change from previous authorization

Name(s) (Print): _____

Signature(s): _____

Date: _____

Card Information:

(circle one): Credit or Debit

Name (as it appears on card): _____

Daytime phone number of card holder: _____ Relation to customer: _____

Card billing address (if different from customer billing address): _____

Type of Card (circle one): MasterCard VISA Discover

Card # _____ Expiration Date _____ CVV _____

Customer Name (if different from above): _____

Phone company account number: _____

Effective with the following billing month and year: _____

Please return to: La Motte & Andrew Telephone Company, PO Box 8, La Motte, IA 52054

Drop box locations:

- La Motte: 400 Pine Street (free-standing black drop box at the entrance to the driveway)
- Andrew: 18 W Benton Street (drop slot in the door of the Central Switch Building)

Keep this page for your reference

Battery Backup Notice

Important Notice Concerning Your Landline Telephone Service

Many of today's advanced home phone services require backup battery power to continue functioning during a power outage. To avoid a disruption of home voice service during a power outage—and to maintain the ability to connect to 911 emergency services—La Motte & Andrew Telephone Company installs backup battery power as part of your home telephone service.

What Your Backup Battery Can—and Can't—Do for You

A backup battery allows you to continue to use your home voice services during a power outage on a corded telephone (not a cordless handset). Without a backup battery or an alternate backup source such as a generator, you will not be able to make any calls, including emergency calls to 911. The only way to maintain the ability to use your phone is by using some form of backup power. Our backup battery does not provide power to any services other than voice. Home security systems, medical monitoring devices, and other equipment will not run on this backup battery.

Extended Battery Purchase Option

In an outage, a backup battery is expected to last at least 8 hours on standby power, and should give you 6 hours of talk time. If you feel that this is not enough time, an extended battery (up to 24 hours) is available for purchase directly from La Motte & Andrew Telephone Company. If you would like one of these extended batteries installed, contact our office for the cost of a 24-hour battery.

Instructions for Proper Care and Use of Your Battery

In order for your telephone company voice services to operate properly in the event of a power outage, your backup battery must remain plugged in at all times. This battery is rechargeable, so in the event of an outage, the battery will recharge once regular power is restored.

Although the backup battery is rechargeable, it will not last forever. Environmental factors, such as temperature, can shorten your battery's useful life. It is important for you to regularly check the status of your battery backup. If the light next to "Battery" is red, or when your device starts making a loud beeping sound, contact the telephone company because your battery may need to be replaced. La Motte & Andrew Telephone Company will replace the standard 8-hour battery at no cost to you.



400 Pine Street
PO Box 8
La Motte, IA 52054
(563) 773-2213
(563) 672-3277

La Motte Telephone Company, Inc.

TERMS AND CONDITIONS FOR TELEPHONE, BROADBAND AND CABLE TELEVISION SERVICES

September 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 La Motte Telephone Company, Inc., hereinafter referred to as the Company. They include one or more types of services as specified below by the Company^(*)

☒ 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: September 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.lamotte-telco.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.lamotte-telco.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.lamotte-telco.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 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: September 1, 2019

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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 e-mail 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; (b) 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 holds 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 ¹
 - 2) by furnishing credit references acceptable to the Company.
 - 3) by means of a cash deposit.

¹ 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:
 1. Residential Lines, each
 2. Business Lines, each
 3. 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 I.

- 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.²
 - 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.

² 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.

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- 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 disputed 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 ³

☒

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 199 IAC 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.

³ 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.

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.

- g. 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 the 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

RULES AND REGULATIONS

- 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.
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.

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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 obtained 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 On-line 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:

La Motte Telephone Company, Inc.
400 Pine Street
P.O. Box 8
La Motte, Iowa 52054
www.lamotte-telco.com
(563) 773-2213

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 e-mail.

16. Internet Information

- a. Company's network management practices are designed to provide the best possible on-line 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.

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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 Residential Line
- Business Line
- Multiline Business Line
- PBX Trunk Line

2. ADVANCED AND HIGH CAPACITY SERVICES

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

3. SERVICE AVAILABILITY MATRIX

EXCHANGE NAME	Residence Individual Line	Business Individual Line	Business Multiline
La Motte	X	X	X
Andrew	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.

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- 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.

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.

A service charge will apply to the restoration of suspended or vacation services. 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
La Motte	La Motte, Dubuque, St. Donatus and Zwingle
Andrew	Andrew

Terms and Conditions

2.2 OPTIONAL CALLING SERVICES

A. GENERAL

1. Optional Calling 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.

2. HUNTING SERVICE

a. GENERAL

1. 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.
2. 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.
3. 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

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

3. DIRECT INWARD DIALING SERVICE (DID)

a. GENERAL

1. 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.

b. 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.

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4. 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.

5. 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. Anonymous Call Rejection: This feature automatically rejects incoming calls that are listed as private or unknown. Calls will be routed to a recording stating this number does not accept anonymous calls.
2. Call Forwarding: Call forwarding enables the subscriber to redirect incoming calls to another line regardless of the busy/idle status of the subscriber's line.
3. Caller ID: This feature enables a subscriber to see the name and telephone number of the incoming call if it is a published number. If the name and number is unknown, non-published or private, the caller ID will reflect such information.
4. Call Waiting: Call waiting is a feature that enables the subscriber to know there is an incoming call while they are on the line. The subscriber receives audible tone (that only the subscriber can hear) and the calling party receives audible ringing. The subscriber may answer the new call by one of two methods.

The subscriber can flash hook, placing the original call on hold and answer the new call.

The subscriber can hang up. The telephone will ring and the subscriber can pick it up.

5. Selective Call Forwarding: Selective call forwarding is similar to Call Forwarding except that the call is forwarded only if it matches the list.

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6. **Telemarketing Do Not Disturb:** The feature allows subscribers to inform callers that they do not want to receive telemarketing calls.

When Telemarketing Do Not Disturb service is active on a subscriber line, calls terminating to the line receive an announcement stating that the line does not accept calls from Telemarketers and the caller must press 1 to be connected. If the caller presses 1, the call is completed to the line normally. If the caller enters any other digit, the caller receives a busy tone.

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 LA MOTTE TELEPHONE COMPANY, INC. FROM ALL CLAIMS AND LIABILITY, INCLUDING PERSONAL INJURY, CAUSED BY ITS ERRORS, OMISSIONS AND THE OPERATION OR MALFUNCTION OF "PER-LINE" BLOCKING SERVICE.

EFFECTIVE: _____ September 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 occurred.

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.

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 listed in Part 5. 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.

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.

3. 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 hold 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 (FX) Service is a local service that provides dial tone to and from a telephone exchange other than the customer's local exchange. In essence, the telephone customer 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, an 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: September 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

- a. 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.
- b. 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 customer's 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.

TERMS AND CONDITIONS

- 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.
- 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 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 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. 311 Service - 311 Service ("311") is a three-digit local dialing arrangement available in specified areas for the delivery of non-emergency local government services via voice grade facilities. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 311 code is assigned for non-emergency local government services.

TERMS AND CONDITIONS

- c. 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.
- d. 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.
- e. 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.

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TERMS AND CONDITIONS

- 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.
- 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 copyrights, trademarks, and patents used in connection with the service.

TERMS AND CONDITIONS

3. The N11 subscriber shall be liable for, and shall indemnify, protect, defend and hold 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, copyright, or resulting from any claim of liable and slander.
 4. Suspension of N11 services is not allowed.
 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.

TERMS AND CONDITIONS

- 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.

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

TERMS AND CONDITIONS

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 assistance through completion of a certification form provided by the Company as governed by 47 CFR 54.410.

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. E-mail 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.lamotte-telco.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.
9. The Federal Communication Commission (FCC) has mandated that all eligible telecommunication carriers (ETC's) must offer broadband service in their supported areas that meet certain basic performance requirements. These tests must be certified and reported to the Universal Service Administration Company (USAC). In order to comply with these FCC orders special equipment maybe required at the customer premise to perform the required testing. Testing sites will be selected randomly by the FCC. Customers will be notified in advance if they have been selected by the FCC for the performance testing and if additional testing equipment will need to be put at the customer premise to comply with the FCC order.

TERMS AND CONDITIONS

F. CUSTOMER INITIATED SPEED TEST INFO

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

www.netins.net/speedtest

G. PRICE LIST/RATE CARD

Rates for Broadband Services are listed in Part 5.

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. The Company 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. Basic Plus - second level of service and generally includes the basic service channels plus a variety of additional channels crossing multiple genres of content.
3. Expanded - third level of service includes Basic, Basic Plus and a variety of additional channels.
4. Premium Channels - channels purchased ala carte monthly such as HBO, Cinemax, Showtime, etc.

5. Pay-Per-View - movies and events purchased ala carte and viewed according to the guide schedule.
6. Video-On-Demand - movies and events purchased ala carte at any time.
7. Standard Definition channels are 720 x 480 pixels
8. High Definition Channels offer enhanced pictures that are 1280 x 720 pixels.
9. Availability of content is governed by content provider and certain channels and types of services may not be available in public or business location.

E. CABLE TV CHANNEL LINE-UP

La Motte and Andrew Telephone Company

Basic \$39.00 + tax			Basic Plus: \$84.95 + tax (Includes Basic channels)			Expanded \$98.95 + tax (Includes Basic & Basic Plus channels)		
	SD	HD		SD	HD		SD	HD
CSPAN-1	180		A&E	33	433	American Heroes	85	485
CSPAN-2	181		Animal Planet	77	477	Boomerang	50	
EVINE Live	108		Big 10 Network	27	427	CNBC World	71	
EWTN	170		Big 10 Network Alt	24	415	CNN International	65	
Home Shopping	105		Bloomberg	64	464	Cooking Channel	95	
IPTV 11 (PBS)	11	338	Bravo	48	448	Crime & Investigation	97	497
IPTV 11.2 PBS Kids		340	Cartoon Network	51	451	Destination America	83	483
IPTV 11.3 PBS World	342		CNBC	70	470	Discovery Family	82	482
IPTV 11.4 PBS Create	339		CNN	61	461	Discovery Life	73	
KCRG 9 (ABC)	9	334	Discovery Channel	75	475	DIY	87	
KCRG 9.2 MyNetwork TV		335	Disney Channel	40	440	Disney Jr.	149	
KCRG 9.3 Antenna TV	336		El Entertainment	57	457	Disney XD	52	452
KCRG 9.4 Heroes & Icons	337		ESPN	18	418	ESPN Classic	20	
KCRG 9.5 StartTV	333		ESPN2	23	423	ESPN Deportes	22	
KFXA 28 Fox	15	345	Freeform	37	437	ESPNEWS	19	419
KFPX 39.1 (Ion)	3		Food Network	78	478	ESPNU	21	421
KFPX 39.2 Qubo	324		Fox Business Network	67	467	Fox Movie Channel	154	
KGAN 2 (CBS)	2	320	Fox News	63	463	Fox Sports 2	68	413
KGAN 2.2 GetTV	321		Fox Sports 1	29	429	FYI	90	490
KGAN 2.3 Comet	322		Fox Sports Midwest	26	426	Game Show Network	155	545
KGCW 26 CW	5	326	Fox Sports Midwest Plus		563	Great American Country	209	
KLJB 18 (Fox)	10	321	FX	47	447	Lifetime Real Women	91	
KPXR 48.1		323	FX	162	562	Military History	98	
KPXR 48.3	325		Golf Channel	32	432	National Geographic Wild	99	
KWKB 20 Azteca	12	34	Hallmark Channel	177	577	NFL Network	28	428
KWQC 6 (NBC)	6	366	Hallmark Drama	178	578	Olympic Channel	100	400
KWQC 6.3 COZI	363		Hallmark Movies & Mysteries	179	579	Outdoor Channel	31	431
KWQC 6.4 Heroes & Icons	367		Headline News	62	462	Science Channel	81	481
KWWL 7 (NBC)	7	329	HGTV	93	493	TCM	152	552
KWWL 7.2 CW	127	330	History	88	488	Viceland	89	489
KWWL 7.3 MeTV	14		Investigation Discovery	80	480	YouToo America	148	
Music Choice Music Channels	800-850		Lifetime	41	441			
QVC	106		Lifetime Movies	150	450			
RFDTV	72	472	MSNBC	69	469			
TBN	171	571	National Geographic	86	486			
The Weather Channel	59	459	NBC Sports	30	430			
WHBF 4 (CBS)	4	365	NBCSC (Comcast)	17	425			
WQAD (ABC)	8	368	NBCSC+ (Comcast)	25				
WQAD 8.2 Antenna	369		Oprah Winfrey Network	84				
WQAD 8.3 MyTV		370	Oxygen	92	492			
WDAQ 8.4 Justice Network	374		SYFY	43	443			
WQPT 24 PBS	13	372	TBS	35	435			
WQPT 24.2 PBS Worldview	373		Tennis Channel	66	466			
			TLC	76	476			
			TNT	46	446			
			Travel Channel	79				
			truTV	58	458			
			USA	34	434			
			Motortrend		434			
			WGN	36	436			



PREMIUM CHANNELS (Available for an extra fee)		
	SD	HD
HBO	250	
HBO2	251	
HBO Signature	252	
HBO Family	253	
HBO Comedy	254	
HBO Zone	255	
Cinemax MAX	270	
MoreMAX	271	
ActionMAX	272	
ThrillerMax	273	
Cinemax	274	
MovieMax	275	
OuterMAX	276	
5-StarMAX	277	
Flix	241	
Showtime/HD	280	690
Showtime 2	281	
Showtime Showcase	282	
Showtime Extreme	283	
Showtime Beyond	284	
Showtime Family	285	
Showtime Women	286	
Showtime Next	287	
The Movie Channel/HD	290	690
The Movie Channel Xtra	291	
STARZ/HD	300	700
STARZ Cinema	301	
STARZ Edge/HD	302	702
STARZ Comedy/HD	303	703
STARZ Kids & Family/HD	304	704
IndiePlex	306	
RetroPlex	307	
STARZ ENCORE/HD	308	708
STARZ ENCORE Classic	309	
STARZ ENCORE Westerns	310	
STARZ ENCORE Suspense	311	
STARZ ENCORE Action	312	
STARZ ENCORE Black	313	
STARZ ENCORE Family	314	
NFL RedZone HD	424	

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F. PRICE LIST/RATE CARD

Rates for Cable TV Services are listed in Part 5.

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 Company for questions about customer service, billing, installations, outages, service requests and signal quality.
2. Contact the local franchising authority if the Company has not resolved the 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. On-line - Some programming can be accessed with a Broadband connection though availability is often delayed.

Service	T&C Ref	Non-Recurring Charge	Monthly Charge
Single party Residence, plus applicable service charges	2-2		\$22.50
Single party Business, plus applicable service charges	2-2		\$23.00
Custom Calling Features:			
Caller ID			\$3.00
Call waiting/waiting ID			\$1.00
Telemarketing do-not-disturb			\$1.00
Call forwarding			\$1.00
Selective call forwarding			\$1.00
Anonymous call rejection			\$1.00
Off Premise Extensions			
Between buildings on same/different premises, per ¼ mile or fraction thereof Per two wire circuit		Construction charges may apply	\$15.95
Outside the Base Rate Area (Rural) One-party service, Pay Telephone Service Line, Key System Line, or PBX Trunk Line, each		Construction charges may apply	\$15.95
Service Order Charge (Residence) - for connecting new or additional Central Office Access Lines	1-16	\$30.00	
For moving or changing existing service and facilities, record work or adding new or additional service and facilities other than Central Office Access Lines		\$30.00	
Service Order Charge (Business) - for connecting new or additional Central Office Access Lines	1-16	\$30.00	
For moving or changing existing service and facilities, record work or adding new or additional service and facilities other than Central Office Access Lines		\$30.00	

Service	T&C Ref	Non- Recurring Charge	Monthly Charge
Trip Charge	1-16	\$25.00	
Labor Charge (per hour)		\$50.00	
Returned Check Charge		\$30.00	
Reconnect charge after non-payment of bill		\$30.00	



Telephone

Local Telephone Service.....\$31.00/month

- Long distance per-minute or bucket-of-minutes pricing available

Calling Features, per month:

Caller ID.....3.00
Call waiting/waiting ID.....1.00
Telemarketing do-not-disturb....1.00
Call Forwarding.....1.00
Selective Call Forwarding.....1.00
Anonymous call rejection.....1.00



Internet

Internet Speeds, per month:

WITH Telephone Service in addition

15/15MB.....\$37.95
30/30MB.....\$47.95
60/60MB.....\$57.95
100/100MB....see Voice-Net Value Package

WITHOUT Telephone Service

30/30MB.....\$49.95
60/60MB.....\$59.95
100/100MB.....\$99.95



Digital TV

Basic TV Lineup.....\$39.00/month

- Includes 1 standard set-top box

Basic Plus TV Lineup.....\$84.95/month

- Includes 1 standard set-top box

Expanded TV Lineup.....\$98.95/month

- Includes 1 standard set-top box

*See the enclosed page for lineup details, or go to
www.lamotte-telco.com*

Additional set-top boxes, each..\$5.99/month

⇒ each TV requires a set-top box to operate independently



*Never miss your program
with DVR service:*

DVR Service on one TV.....\$15.00/month

⇒ Includes DVR set-top box

Whole-home DVR Service.....\$18.00/month

⇒ Includes DVR set-top box

Premium Channel Packages

HBO.....\$19.99/month
Showtime.....\$14.95/month
STARZ ENCORE.....\$12.99/month
Cinemax.....\$12.99/month



Packages

Complete Connection Package

.....189.95/month

- Landline phone, with calling features
- 100/100MB Internet service
- Expanded TV lineup
- 1 standard set-top box

Voice-Net Value Package

.....97.95/month

- Landline phone, with calling features
- 100/100MB Internet service



*Partnered with Security Coverage, Inc. in
Cedar Rapids, Iowa, to bring you Tech Home.*

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