

Jefferson Telephone Company d/b/a Jefferson Telecom

TERMS AND CONDITIONS FOR TELEPHONE, BROADBAND AND CABLE TELEVISION/VIDEO SERVICES

March 1, 2024

EFFECTIVE: March 1, 2023

IDENTIFICATION OF SERVICES INCLUDED

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These terms and conditions govern services provided by Jefferson Telephone Company d/b/a Jefferson Telecom hereinafter referred to as the Company. They include one or more types of services as specified below by the Company*.

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

 X Broadband Internet Access Services as described in Part 3.

 X Cable Television/Video Services including Basic and other packages as described in Part 4.

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

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OVERVIEW OF SERVICE PUBLICATIONS

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

Pricing Schedules. A "pricing schedule" means a service price sheet or similar pricing schedule (including related attachments) or other document that is included in Part 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 can be found at www.jeffersontelecom.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.jeffersontelecom.com.
- The Company's **Network Management Policy or Network Transparency Statement**, which is included or referenced in Part 3 of these Terms and Conditions and which can be found at www.jeffersontelecom.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:

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

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

CHANGES TO SERVICE PUBLICATIONS

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

1.1 APPLICATION OF TERMS

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

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

1.2 OBLIGATION AND LIABILITY OF THE COMPANY

1. Availability of Facilities. The Company's obligation to furnish services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for such facilities, except as provided for in 1.4(7) Construction Charges.
2. Allowance for Failure of Service. The Company does not guarantee uninterrupted working of its service or equipment. In case service is interrupted other than by the negligence or willful act of the customer, an adjustment will be made in the amount of the charges for that portion of the service rendered inoperable. Any adjustment shall apply only if the interruption continues beyond twenty-four (24) non-holiday weekday hours after first noted by the Company. Adjustment may be made in the form of a bill credit. No other liability shall in any case attach to the Company.
3. Transmitting Messages – Security. The Company does not transmit messages, but offers the use of its facilities, where available, for communications between parties, subject to these Terms and Conditions. Access to and use of any information or data obtained by customer or any user via use of service is at the customer or user's own risk, and the Company is not responsible for the accuracy, reliability or security of such information. The Company makes no attempt to verify accurate receipt of any messages and the Company is not responsible for any loss of data resulting from delays, non-deliveries, incorrect deliveries, viruses, e-mail filtering, service interruptions, etc. The Company makes no representations, warranties, or assurances regarding the security of any system or network or the protection or privacy of email or other information transferred or communicated through the Internet or any other system or network. The Company shall not be liable for any breach of security arising from or in connection with a customer's or user's use of service or the Company's network.
4. Use of Connecting Company Facilities. Facilities of other companies may be used in establishing connections to points not reached by this Company's facilities. In establishing connections with the facilities of other companies, the Company does not assume any liability for any action of the connecting company.

5. Defacement of Property. The Company shall exercise care in all work done on a customer's property. No liability shall attach to the Company by reason of any defacement or damage to the customers' property resulting from the existence of the Company's instruments, apparatus and associated wiring on such property, or by the installation or removal thereof, unless such defacement or damage is the result of the negligence of the Company, or its employees.

6. Limitation of Liability

The Company shall not be liable for any damages arising out of or relating to:

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

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

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

1.3 ESTABLISHMENT AND MAINTENANCE OF CREDIT

1. Establishment of Credit. With the exception of customers who participate in the Affordable Connectivity Program, the Company is not obligated to provide service to any individual or firm that owes for services previously rendered by the Company at the same or a different address, until arrangements have been made to liquidate such previous indebtedness to the Company. Applicants for service may be required to pay in advance of installation, the service connection, installation and/or construction charges and any recurring charges to be assessed on the first monthly bill statement. In order to ensure the payment of all charges due for its service, the Company may require any customer to establish and maintain credit in one or more of the following ways:
 - a. by authorizing a commercial credit check by the Company.¹
 - b. by furnishing credit references acceptable to the Company.
 - c. by means of a cash deposit.
 - d. by advanced payment of service connection, installation, construction, and first monthly recurring service charges.
2. Amount of Deposits
 - a. The Company may require a deposit in order to establish service.
 - b. The amount of deposit required shall not be more than the maximum charge for three months service or as may be required by the Company in cases involving service for short periods or special occasions. The Company may require the customer to increase the amount of the deposit at any time, if the charges billed against the customer are found to warrant such an increase.
 - c. The Company will maintain records which show the name and address of each depositor, the amount and date of the deposit and each transaction concerning the deposit. Unclaimed deposits shall be disposed of in accordance with law.
 - d. A receipt of deposit will be furnished to each customer from whom a deposit is received. Upon customer request, duplicate receipts will be provided to customers who have lost their receipt if the deposit is substantiated by the Company records.
3. Deposits and Collection Practices. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills; nor constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of sums due the Company for services rendered. The Company may discontinue service to any customer failing to pay current bills regardless of the fact that such customer has made a deposit with the Company to secure payment of such bills or has furnished the Company with a guarantee in writing for such bills.

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

4. Deposit Refunds
 - a. The deposit shall be refunded or credited to the customer after not more than 12 consecutive months of prompt payment, unless the Company has documented information which indicates the deposit is necessary to insure payment.
 - b. Interest on deposits, will accrue at the level determined by the Company and as listed in Part 5
5. Criteria for Procurement of Deposits. The Company will use the following criteria to determine whether to request a deposit:
 - a. False credit information
 - b. Unsatisfactory credit history
 - c. Requests for special construction or equipment

1.4 ESTABLISHMENT AND FURNISHING OF SERVICE

1. Application for Service. Applications for service may be made orally, electronically, or in writing. These applications become contracts upon the establishment of service. In addition to any required deposit, applicable recurring charges will appear on the first monthly bill statement, and non-recurring service and construction charges may also be required in advance. The terms and conditions specified for such contracts are subject to these Terms and Conditions as applicable to the service to be furnished. Any change to these Terms and Conditions shall act as a modification of the contract to that extent, without further notice.
2. Access Rights. Customer will in a timely manner allow the Company access as reasonably required for the services to property and equipment that customer controls and will obtain at customer's expense timely access for the Company as reasonably required for the services to property controlled by third parties such as Customer's landlord. The Company will coordinate with and, except in an emergency, obtain customer's consent to enter upon customer's property and premises, which consent shall not be unreasonably withheld. Access rights include right to construct, install, repair, maintain, replace and remove equipment and/or facilities (including access lines and network facilities) and the right to use ancillary equipment space outside or within a building for customer's connection to the Company's network. Except as otherwise agreed by the Company, the customer must furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as the Company reasonably requires for the services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer must provide the Company timely information and access to customer's facilities and equipment as the Company reasonably requires for the services, according to a mutually agreed schedule.

3. Safe Working Environment. Customer will ensure that the location at which the Company installs, maintains, or provides services is a safe working environment, free of Hazardous Materials and reasonably suitable for the services. For purposes of the preceding, "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. The Company shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.
4. Alterations. The customer agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by the customer necessitate changes in the Company's facilities. The customer agrees to pay the Company's charges for such changes.
5. Maintenance and Repairs. All expense of maintenance and repair of services or facilities provided by the Company up to the demarcation point as identified in Section 1.5(1) will be borne by the Company. The customer will be held responsible for restoration or replacement costs in case of loss of, damage to, or destruction of any of the Company's facilities not due to normal use. Customers may not rearrange, disconnect, or remove or permit others to rearrange, disconnect, or remove any Company owned facility installed by the Company unless provided elsewhere in these Terms and Conditions.
6. Unusual Installation Costs. Where special requirements of the customer involve unusual construction or installation, the customer may be required to pay additional costs as provided elsewhere in these Terms and Conditions.
7. Construction Charges.
 - a. The Company may assess construction charges for the installation of facilities beyond the existing Company facilities.
 - b. The Company may assess construction charges to the appropriate party which may include, but is not limited to, the service applicant, individual owner, or land developer.
 - c. Construction charges may include all costs associated with the installation of facilities, including but not limited to, engineering, labor, legal, material, right-of-way, and contractor costs.
 - d. Full payment of construction charges is required prior to the commencement of the work.
 - e. The party paying the construction charges does not obtain any rights of ownership or any other rights pertaining to facilities installed by the Company. All facilities installed by the Company shall be under its exclusive control.
 - f. Types of Network Additions governed by Construction charges may include:
 - 1) Line Extensions
 - 2) Temporary or Speculative additions
 - 3) Special Type or Request
 - 4) Real Estate Developments and Subdivisions
 - 5) Multi-Dwelling Units or Apartment Complexes

8. Installation and Service Charges

- a. Service charges for Telephone, 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.
- c. Please refer to Part 5 for a listing of our Service Charges.
- d. Service Charges are in addition to the other applicable rates and charges located in other parts of these Terms & Conditions, including Construction Charges.
- e. Service Charges **do apply** for:
 - 1) Establishing service at the customer's request.
 - 2) Move of service from one premise to another at the customer's request.
 - 3) Account name changes at the customer's request.
 - 4) Changes of service type, features, etc. at the customer's request.
 - 5) Rearrangement or relocation of facilities at the customer's request.
 - 6) Reconnecting a service after disconnection for non-payment.
 - 7) Service check charges for visits to customer premises when the service trouble is determined to be caused by the customer premise equipment and wiring.
- f. Service Charges **do not apply**:
 - 1) When any change is made and initiated by the Company.
 - 2) When services are reestablished at a secondary location immediately following the rendering of the customer's primary location as unfit for occupancy, due to fire, flood, etc.

9. Minimum Contract Period

- a. Except as specified elsewhere in these Terms and Conditions or except as provided for in special promotions, the minimum contract period is one month from the date service or additions to service are established and the minimum charge is the authorized rate for one month. For purposes of rate administration each month is considered to have 30 days.
- b. The Company may require a contract period longer than one month at the same location for unusual construction necessary to meet special demands and involving extra costs.

1.5 NETWORK CONNECTIONS AND USE OF SERVICE AND FACILITIES

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

2. Use of Customer Service

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

3. Connection of Customer Premise Equipment and Wiring

- a. Except when leased from, licensed from, or otherwise provided by the Company, all premise equipment and wiring after the demarcation point is the property and responsibility of the property owner.
- b. Customers may provide and install their own customer premise equipment and wiring on the customer's side of the demarcation point so long as no electronic or physical harm is caused to the Company's network. If the Company determines the customer premise equipment and wiring is causing or is likely to cause interference or hazard to the network, the Company will take such action as it deems necessary for the protection of the Company's network. After notification by the Company of such interference or hazard, the customer shall discontinue such use and disconnect such premise equipment and wiring. Failure of the customer to conform to this requirement may result in suspension of service.
- c. Customers are not permitted to physically cut, improperly terminate, substantially alter, or otherwise destroy the Company's owned premise equipment and wiring on the Company's side of the demarcation point.
- d. The Company's network is not represented as being adapted to the use of all customer premise equipment and wiring. The Company shall not be responsible for: (a) the through transmission of signals generated by the customer premise equipment or for the quality of or defects in, such transmission; (b) the reception of signals by the customer premise equipment.
- e. The Company shall not be responsible to the customer if changes in criteria in these Terms and Conditions or changes in any of the facilities, operations or procedures of the Company render any customer premise equipment and wiring obsolete, or requires modification of such equipment and wiring.

- f. Where the Company leases, licenses or otherwise provides equipment, such equipment is provided to customer for the term of service and solely for use in connection with lawfully receiving and using service. All such equipment remains the property of the Company. When service is cancelled or disconnected, the customer must return any such equipment to the Company during regular business hours, Monday through Friday (except holidays). The equipment must be returned to the Company in the same condition as installed or received, except for normal wear and tear. All such equipment must be returned to the Company's business office or an alternative location designated by the Company at the time of 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.
- g. The customer is responsible for the maintenance and safekeeping of all equipment placed in or on the customer's premises. The Company has no responsibility for replacing equipment destroyed or damaged by the customer's misuse, abuse, or neglect. In the event that any equipment provided by the Company is destroyed, damaged (ordinary wear and tear excepted), lost or stolen while in the customer's possession, the customer may be liable to the Company for an equipment recovery fee as set forth in Part 5 of these Terms and Conditions.

1.6 PAYMENT FOR SERVICE AND FACILITIES

- 1. Payment for Service. Unless otherwise agreed upon, all customers shall pay for services and facilities monthly in advance. All bills for services are due not less than 20 days after the bill is rendered. When a customer is connected or disconnected, or for other cause the service received deviates by more than twenty-four consecutive hours from the normal billing period, the bill may be prorated. If the prorating indicates a refund is due, the refund shall be accomplished by bill credit. Failure to receive a bill does not relieve the customer of the responsibility for payment.
- 2. Application of Residence and Business Rates
 - a. Residence rates apply at the following locations:
 - i. In a private residence where business listings are not provided.
 - ii. In private apartments of hotels, rooming house, or boarding houses where service is confined to the customer's use.
 - iii. In college fraternity or sorority houses where individual access line service is provided.

- b. Business rates apply at the following locations:
 - i. all locations that are not defined as a residence in (a) above.
 - ii. in any location where the listing of service at that location indicates a business, trade, or profession.

3. Taxes or Fees Billed to Customers

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

4. Service Check – Wi-Fi Connectivity, Customer Premise Equipment and Wiring and Repairs

- a. A service check will be performed when a customer requests the Company to perform a check of its facilities up to the demarcation point.
- b. Where feasible, customers will also be encouraged to unplug Customer Premise Equipment or disconnect all inside wiring at the demarcation point so as to self-diagnose where their wiring or equipment may be causing an out of service condition.
- c. A Network Maintenance Plan may be available to residential customers. A set monthly fee may cover maintenance of approved Customer Premise Equipment and Wiring.
- d. No charges will be assessed when a service check is performed and:
 - i. The Company determines the trouble exists on the Company's side of the demarcation point; or
 - ii. The Company identifies or repairs any trouble on the customer's side of the demarcation point and the customer does purchase a network maintenance plan.
- e. Charges will be assessed when a service check is performed, and the customer requests the Company identify or repair any trouble on the customer's side of the demarcation point and the customer does not purchase a network maintenance plan.

5. Late Payment Charges

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

6. Returned Check Charge or Rejected/Declined Credit Card Charges
 - a. An administrative charge may be assessed for each occasion that a check, bank draft, credit card, or electronic funds transfer item is returned unpaid to the Company.
 - b. The Company may assess a convenience fee for allowing payment by credit card.
 - c. These charges shall be as listed in Part 5.
7. Service Charge for Reconnection
 - a. Where service has been discontinued for non-payment of a due bill, applicable service charges as listed in Part 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.
8. Charges for Paper Billing.
 - a. The Company may assess an administrative charge for customers who receive billings via US mail. These charges shall be listed in Part 5.
9. Adjustment of Charges. In the event of an adjustment of charges for overbilling or underbilling by the Company, a correction (refund or charge) may be made of the full amount of difference for a period not to exceed ninety days. When the period or amount for which overbilling cannot be fixed from available records, the maximum refund or credit will not exceed an estimated amount of such billing.

1.7 TERMINATION OR SUSPENSION OF SERVICE

1. Termination or Suspension. Notwithstanding any agreed or required minimum term, service may be suspended or terminated as follows:
 - a. **Material Breach.** If customer fails to perform or observe any material term or condition of service, including non-payment of charges, and such failure continues unremedied for 30 days (5 days for customer's failure to fulfill its payment obligations, including failure to pay a required deposit) after receipt of notice, the Company may terminate (or may suspend and later terminate) the affected service.
 - b. **Materially Adverse Impact.** If the Company revises a Service Publication, and the revision has a materially adverse impact on customer and the Company does not produce a revision that remedies such materially adverse impact within 30 days after receipt of notice from customer, then customer may, as customer's sole remedy, elect to terminate the affected service on 30 days' notice to the Company, given not later than 90 days after customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to standard pricing, changes required by governmental authority, or assessment of or changes to additional charges such as governmentally imposed costs and fees (examples include USF, PICC, E911 and telecommunications relay charges).

- c. **AUP; External Service Threats; Government Action.** If customer fails to rectify a violation of the Acceptable Use Policy ("AUP") within 5 days after receiving notice from the Company, the Company may suspend the affected service. The Company reserves the right, however, to suspend or terminate immediately when: (i) the Company's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) the Company is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) the Company reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if the Company were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of the Company's network or networks with which the Company is interconnected or may interfere with another customer's use of the Company's services, network or the Internet; or (c) such violation otherwise presents an imminent risk of harm to the Company, the Company's customers or its or their respective users or employees.
 - d. **Fraud or Abuse.** The Company may terminate or suspend an affected service immediately by providing customer with as much advance notice as is reasonably practicable under the circumstances if customer, in the course of breaching any applicable terms of service: (i) commits a fraud upon the Company; (ii) uses the service to commit a fraud upon another party; (iii) unlawfully uses the service; (iv) abuses or misuses the Company's network or service; (v) interferes with another customer's use of the Company's network or services; (vi) engages in unsafe, abusive or excessively disruptive conduct toward the Company or the Company's employees or (vii) attempting to avoid the payment, in whole or in part, of any charges by any means or device (mere non-payment of billed charges will not be considered grounds for termination or suspension under this subsection (d)(vii)).
 - e. **Hazardous Materials.** If the Company encounters any hazardous materials at the service location, the Company may terminate the affected services or may suspend performance until customer removes and remediates the hazardous materials at customer's expense in accordance with applicable law.
 - f. **Withdrawal of Services.** The Company may discontinue providing a service by providing customer with as much advance notice as is reasonably practicable under the circumstances where the Company generally discontinues providing the service to similarly situated customers.
2. **Notice of Disconnection.** The notice of pending disconnection required by these Terms and Conditions shall be a written notice setting forth all reasons for the notice, and the final date by which the account is to be settled or specific action taken. The notice shall be considered rendered to the customer when (a) deposited in the U.S. mail with postage prepaid or (b) when sent electronically to the customer contact information on file. The final date shall be not less than five days after the notice is rendered. The notice will include information on how the customer can contact the Company to obtain additional information.

1.8 CUSTOMER COMPLAINTS AND DISPUTES

1. A customer or prospective customer may initiate a complaint with the Company on any relevant matter by telephone, in person, via email, or in writing directed to the Company at any of its offices. The customer may at any point during resolution of the complaint seek review by a Supervisor or Manager.
2. If the complaint is related to Telephone Service, upon investigation and final resolution by the Company, if the customer wishes further review, the customer should direct all appropriate information to the Iowa Utilities Board, Customer Service, 1375 E. Court Avenue, Room 69, Des Moines, Iowa 50319-0069, toll free at 877-565-4450, or customer@iub.iowa.gov
3. In the event of a dispute concerning a bill, the Company may require the customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint, shall be made using the procedures listed following.
4. Within 15 days of the bill date of a disputed bill, the Company must receive from the customer an itemized statement in writing which identifies the disputed charges and reasonably explains the basis of the dispute. Failure to comply with this requirement shall mean the bill is deemed correct and all amounts are due to the Company.
5. The Company shall review the customer's statement of disputed charges and shall issue a written initial determination within 15 days after receipt to set forth the Company's proposed resolution of the dispute charges.
6. If the customer is not satisfied with the Company's proposed resolution, the customer must advise the Company in writing within 15 days after receipt of the Company's initial determination, of the specific reasons for the dissatisfaction and provide any additional information the customer deems pertinent or relevant to the dispute.
7. Within 15 days after the Company's receipt of additional information, the Company shall make its final determination and resolution of the disputed charges based upon all documentation or information available to the Company.
8. If the customer continues to withhold payment of any disputed amounts, determined to be owed to the Company, the customer's account shall be deemed to be past due, and subject to termination.
9. In the event that the Company and a customer are unable to resolve a dispute, either party may refer the matter to any court with suitable jurisdiction.

2.1 LOCAL TELEPHONE SERVICE

1. General Information

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

2. Services

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

EXCHANGE NAME	Residential	Business Individual Line	Pay Telephone Service
Jefferson	X	X	X

d. Service Descriptions

- i. **Individual Line services** may be purchased singly or in multiples.
- ii. **Key System Service** is intended for use with multiline customer key system equipment.
- iii. **PBX Trunk service** is intended for use with customer PBX equipment requiring ground start operation. In addition to premise-based PBX's included, hosted PBXs that rely on a managed service provider to perform PBX functions in 'the cloud' are also included.
- iv. **High Capacity services** include multiple connections to the PSTN within the same service regardless of the technology used (Switched DS-1/PRI, ISDN Primary Rate Service, or SIP-Based Service/VoIP).
- v. **Employees' Concession Telephone Service** may be offered to all active and retired employees at their residence when such telephone service is provided by this Company.

- vi. **Temporary or Vacation Suspension** is available for vacation purposes at a reduced rate upon customer request. This service is allowed when a customer is away from their premises for an extended time in the event of vacation, emergency, relocation, military service, or other purposes deemed reasonable by management. No other service charges will apply for the suspension and subsequent restoral of service. The rates may be billed in total prior to the establishment of vacation rate service, or monthly, at the option of the Company. The minimum period for which this service may be provided is 30 days during any 12-month period.

2.2 OPTIONAL CALLING SERVICES

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

CUSTOM CALLING SERVICE DESCRIPTIONS

1. **Blocked Call Rejection:** Allows a customer of Caller Identification – Name and/or Caller Identification – Number to reject calls for which calling name/number display information has been intentionally blocked. Only calls for which the information has been blocked are rejected.
2. **Call Forwarding Basic:** Permits a customer to transfer all incoming calls to another dialable telephone number. The customer preselects a second telephone number to which all incoming calls are automatically transferred. Calls may be transferred to a long distance message telecommunications point subject to the availability of the necessary facilities in the central office from which the calls are to be transferred.
3. **Call Forwarding Busy/No Answer:** Allows a customer to have incoming calls forwarded to another number when the called number is busy or if the customer does not answer after a preset number of rings. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number which calls will be forwarded.
4. **Call Forwarding (Remote):** A central office based service that allows a customer to permanently forward an existing telephone number to a remote or long distance telephone number. The customer is responsible for the long distance charges incurred, not the calling party.
5. **Call Forwarding (Selective):** Allows a customer to specify a special list of a maximum of 10 telephone numbers. Incoming calls placed to the customer from telephone numbers on that list will automatically be forwarded to a predefined telephone number. All other calls will be handled normally.

6. Call Rejection (Selective): Enables a customer to reject call attempts from up to 10 numbers of calling parties by dialing a code and the telephone numbers of calls to be rejected. Any call attempts to the customer from these numbers will be prevented from terminating to the customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party. A customer may also reject future calls from the most recent call received by dialing a code after completing the call.
7. Call Waiting: By means of a tone signal a customer who is using his telephone is alerted when another caller is trying to reach that station. This permits putting the first call on hold so that a second call can be answered.
8. Call Waiting Deluxe: Allows a customer to be notified by a special tone if the incoming call is being placed from a long distance number. Call Waiting is part of this feature and operates normally. The customer also has the ability to cancel the call waiting and long distance call waiting features on a call by call basis if he chooses.
9. Call Identification Blocking-Per Call: Enables a customer to control the disclosure of their telephone number or name and telephone number to a subscriber of Caller Identification (where technically feasible) by temporarily changing the public/private status indicator of the telephone number. A customer must dial a code before each call to change the indicator from public to private. "Public status" allows delivery of the telephone number or delivery of the telephone number or name and telephone number. Per Call Blocking is provided at no charge.
10. Call Identification Blocking-Per Line: Provides a permanent private indicator on a customer's line. Once blocking is established on the customer's line, the private status cannot be deactivated by the customer. Rates and charges are provided herein. Federal, State and Local Law Enforcement Agencies, nonprofit domestic violence/sexual assault agencies and their staffs, and victims of domestic/sexual assault or individuals who express a personal safety need and sign a personal safety exemption form may be provided additional arrangements for private status and/or line blocking, on a line-by-line basis, at no charge.

The certification form identifies the customer who is to receive Per Line Blocking at no charge and acknowledges that if a line is equipped with Per Line Blocking, that the telephone number and name will not be delivered to subscribers of Caller ID, including poison control centers, hospitals, medical centers and others who might use Caller ID to provide assistance. 911 is not affected. And, some subscribers of Caller ID Service may choose not to answer blocked calls.

The customer acknowledges the understanding of the above. Further, the customer releases the Company from all claims and liability, including personal injury caused by its errors, omissions and operation of malfunction of Per Line Blocking service.

11. Call Identification: Allows for the automatic delivery of a calling party's name and telephone number (including nonpublished and nonlisted telephone numbers) to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The name and number is displayed on customer provided equipment.
12. Continuous Redial: Automatically redials the last number a customer dials. If the called party's number is busy, a special tone will alert the customer when the called number becomes idle.
13. Distinctive Ringing (Selective): This is a feature which allows a customer to define a list of up to ten calling numbers that will provide a special incoming ring. Any incoming calls from numbers on this list will be indicated by a distinctive ringing pattern or a distinctive Call Waiting tone.
14. Home Intercom Basic: allows individuals within a designated intercom group to contact each other by using an access code and abbreviated dialing, which permits, one-, two-, three- or four-digit dialing.
15. Last Call Return: enables a customer to perform an activation procedure and automatically redial the last incoming number without having to know the number of the calling party.
16. Multi-Distinctive Ringing: This is a feature that allows a customer to have up to four different telephone numbers assigned to a single line. Calls to the different numbers are indicated by distinctive ringing patterns. A directory listing for each number is included.
17. Selective Call Acceptance: This is a feature that allows a customer to define a list of calling directory numbers that will be accepted. Calling parties not on the acceptance list receive an announcement stating that the call is not presently being accepted by the called party. (Customers do not receive notification that calls were rejected.)
18. Single Line Variety Package: This is a collection of features that allows the customer to use the telephone extensions on their premises as an intercom system. The customer may place a caller on hold, using an access code and pick the call up at another extension or they may dial a different access code to cause the phone to ring distinctively for a specific party that resides on the premise.
19. Speed Calling: Enables a customer to place calls to other telephone numbers by dialing a one- or two-digit code rather than a complete telephone number. Customer may subscribe to only one of either the 8 Code capacity or 30 Code capacity on the same line.

20. **Telemarketer Screening:** Allows only the calls you want to receive to come through on your line. Telemarketer screening allows the subscriber to have the ability to screen calls from telemarketers, polling services, auto dialers, and other nuisance callers. A user is able to recognize friends and family when they call, preselect numbers to block, route calls to voice mail, select "do not disturb" time frames, and block unwanted calls and Robocalls before they reach the subscriber.
21. **Three Way Calling:** Enables a customer to add a third party to an existing call without operator assistance, thereby establishing a three-way conversation. The transmission may vary depending on the distance and routing necessary; therefore, transmission may not meet normal standards.
22. **Voice Mail:** You can retrieve your messages from any touchtone phone, and you can store your messages and handle them later. Your Voice Mail can work like a personal assistant or family message center. Voice Mail is easy to use and dependable. You do not have to remember to "turn it on" - Call forwarding features do it for you. And message indication lets you know you have a message waiting.
23. **Voice Mail to Email:** Voice mail to email allows you to have all of your voice messages that are left on your telephone emailed to you. When someone leaves you a message, an email is immediately sent to the email address of your choice. With voice mail to email you find out within minutes when you have missed a call versus waiting until you arrive home or to your place of business to check your voice mail messages. Attached to the email is a sound file that you can listen to from any device or your computer. You may also delete the phone message or save it for later.
24. **Conference Calls Unlimited:** Allows a customer to conference call up to 10 people at a time. The service can be billed with any combination of per-conference charges, attendee charges, direct dial minute rates and toll free minute rates. Conference calls can be recorded and saved to a PC. Administrators can instantly add new people from a web portal. A quiet mode mutes all attendees except the Administrator.

2.3 TELEPHONE NUMBERS, DIRECTORIES AND DIRECTORY LISTINGS

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

2. Telephone Directories

The Company publishes and distributes telephone directories via printed hardcopy or online.

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

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

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

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

3. Directory Listings

Directory listings remain the property of the Company and are not to be reproduced without the permission of the Company. The following options are available to customers regarding the alphabetic section of the white pages of the telephone directory for business or residence customers.

- a. **A Primary listing**, which may include the name, address and telephone number of the individual, organization, firm, or corporation for whom the service has been contracted, will be furnished at no charge.
 - i. Listings will be limited to such information as is necessary for proper identification.
 - ii. The length of a listing may be limited by the use of abbreviations where the clarity of the listing and the identification of the customer will not be impaired.
 - iii. The Company may refuse to insert any listing which, in its judgment does not facilitate the use of the directory.
- b. **Additional listings** may be furnished with business or residence service for persons who occupy the same premises at the rates shown in Part 5. An additional listing may include the same address and telephone number as the primary listing.

- c. **An Alternate call listing** refers a calling party to certain other telephone numbers such as after business hours, on Sundays, holidays, or if there is no answer on the first listed number. Where the alternate call number is that of another customer, the listing will be furnished only with written approval of the other customer.
- d. **A Foreign or nonsubscriber listing** is furnished to customers requesting that their listing be included in a directory of an exchange other than that from which service is rendered. The rate for a foreign company listing will be the rate of the company in whose directory the listing appears.
- e. **Unlisted Service** indicates the customer listing is omitted from the directory but otherwise posted on the directory assistance records and the telephone number will be given out upon request.
- f. **Private service** is the omission of a customer's listing from both the telephone directory and directory assistance records.
 - i. When private service is to be furnished, the customer will hold the Company harmless from any damages which might arise and will absolve the Company from any responsibility for the failure of the customer to receive calls because of the private listing.
 - ii. No charge will apply for private service for customers having other listed service.
- g. The charge for additional, alternate, or private listings is effective the day the directory assistance record is posted.

2.4 INFORMATION SERVICES AND CALLING RESTRICTIONS

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

2. Local Directory Assistance
 - a. Customers can access local directory assistance by dialing "411" for assistance in determining a telephone number.
 - b. A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:
 - i. Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit.
 - ii. In some cases, it may be possible to have the call completed without further dialing by the customer. An additional charge may be applied when call completion is authorized by the customer.
3. Toll Blocking Service
 - a. Toll blocking service provides denial of outgoing 0+ and 1+ long distance calls for central office Access Lines or Trunks
 - b. The customer shall not be permitted to place outgoing calls to an operator or any part of the 0+ or 1+ long distance network when this service is in effect.
 - c. Incoming calls are not restricted.
 - d. Toll blocking is available to Lifeline customers without charge.
4. Information Service Access Blocking
 - a. Information Service Access Blocking enables customers with individual line service to request the blocking of access to all 900 and 976 numbers.
 - b. A customer shall not be charged for the first activation of information service access blocking. After this service has been established, subsequent unblocking and/or reblocking will be subject to all applicable charges.
5. Billed Number Screening Service
 - a. Billed Number Screening Service places the customer's number in an industry database to prevent the billing of collect calls, third number calls or both to a customer's telephone number.
 - b. The Company makes no guarantee and assumes no liability for the accuracy of Billed Number Screening Service. The customer agrees fully and completely to indemnify and save harmless the Company from any and every claim, loss, damage, suit, or liability out of the furnishing or failure to furnish Billed Number Screening Service.

2.5 MISCELLANEOUS SERVICES

1. Foreign Exchange Service
 - a. Foreign Exchange Service (FX) is a local service that provides dial tone to and from a telephone exchange other than the subscriber's local exchange. In essence, the telephone subscriber is provided dial tone from another exchange whereby calls are transmitted over a special circuit between the two exchanges.
 - b. Foreign Exchange Service will be limited to business and residence individual Local Service, or PBX trunks, when facilities for its provision are available.

- c. One directory listing will be provided, without added charge in the alphabetical directory covering the serving exchange for each business or residence service. In addition, each business customer will be entitled to a regular listing in the classified directory covering the serving exchange without additional charge. Additional listing in the alphabetical and/or classified directories covering the local or other exchanges may be provided at the rates effective in those exchanges.
 - d. Customers to Foreign Exchange Service are required to subscribe to Local Service of the exchange from which service would normally be rendered. Any suspension or termination of the primary Local Exchange Service will require suspension or termination of the Foreign Exchange Service.
 - e. Calls beyond the local calling area of the serving exchange will not be permitted.
2. Off Premise Extensions
- a. Service includes capability for extending standard Access Line service between premises.
 - b. 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.
 - c. 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.
 - d. The Company may require a written customer acknowledgement regarding the information it is able to deliver related to any 911 calls location information.
3. Emergency Number Service (911, E911 and NG911)
- a. The Company provides basic, enhanced, and next generation 9-1-1 Services in accordance with applicable state and federal law and regulations. The Company also collects a 9-1-1 surcharge from local service subscribers in an amount and as required under state law and regulations.
 - b. The Federal Communications Commission ("FCC") requires that the Company inform subscribers about certain differences between IP-enabled 9-1-1 emergency calling services and traditional wireline or wireless 9-1-1 emergency calling services. The FCC also requires the Company to obtain and keep a record on file showing that subscribers to IP Services have been provided notice of and understand the differences and limitations on NG911 Service. Prior to installing or connecting any IP Services, the Company will provide the customer with an IP Technology 911 Disclosure for the customer's review and signature. If a customer does not sign and return the disclosure promptly, the Company may be required by FCC rules to suspend service until a reply is received.

4. Other Service Offerings

The FCC requires the Company to provide N11 services for 3-digit dialing access to information services. The current list is provided below.

- 211 Health and Human Services – Community Information and Referral Services
- 311 Non-Emergency Police and Other Governmental Services
- 411 Local Directory Assistance
- 511 Traffic and Transportation Information
- 611 Repair Service
- 711 Telecommunications Relay Service (TRS)
- 811 One Call – Buried Utility Services Locating
- 911 Emergency
- 988 Suicide and Crisis Lifeline

5. Lifeline Assistance

- a. The Lifeline Assistance (Lifeline) program, established by the Federal Communications Commission under 47CFR54, is a means of maintaining and preserving universal service by providing a reduction in the recurring price of basic local residential exchange access service, or fixed or mobile broadband service that meets minimum service standards to qualifying low-income residential subscribers. For more information on whether a customer qualifies for Lifeline Assistance and for terms and conditions, refer to <https://www.lifelinesupport.org>
- b. Lifeline is a federally funded reduction of the Federal End User Common Line Charge and a reduction of local service charges. The Federal Lifeline Credit shall be applied first to reduce the Federal End User Common Line Charge, with any remaining federal credit to be applied to reduce rates for residential service or fixed or mobile fixed broadband service that meets minimum service standards. The state TAP credit shall be applied to further reduce the rates charged for residential services.
- c. Federal Universal Service Charge (FUSC) will not be billed to Lifeline customers.
- d. Local service for Lifeline subscribers may not be disconnected for non-payment of toll charges.
 - i. Toll Restriction Service will be provided to Lifeline subscribers at no charge.
 - ii. Lifeline subscribers are not required to accept Toll Restriction Service as a condition to avoid disconnection of local service for non-payment of toll.
 - iii. Lifeline subscribers are not required to pay a service deposit in order to initiate service if the subscriber voluntarily elects to receive Toll Restriction Service.
 - iv. Partial payments from Lifeline subscribers will be applied first to local service charges and then to toll charges.

6. Long Distance Service

- a. The Company provides Message Toll Services through access to facilities, services and equipment over which telephone customers may transmit voice, data, and other communications of their own choosing to intrastate, and interstate destinations.
- b. Service is only available to customers of Company Local Telephone service.

3.1 GENERAL

Broadband Service refers to a number of technologies to deliver high-speed data connectivity to residence and businesses.

3.2 TYPES OF SERVICES

1. Internet Access Services are categorized as Symmetrical or Asymmetrical. Asymmetrical services are most common and provides downstream (from the internet) at greater bandwidth than upstream (to the Internet). Symmetrical service provides similar capacities in both directions.
2. Internet Protocol Voice Services include real-time, two-way voice communications that require a broadband connection, requires internet protocol-compatible customer premise equipment, and permits users generally to receive calls that originate and terminate on the public switched telephone network.
3. The Company may require purchase of voice services as a prerequisite to broadband internet access.
4. Ancillary Services available to broadband customers include:
 - a. Email Addresses
 - b. Domain hosting
 - c. Static IP Address assignment
 - d. Network Maintenance Plans
5. Ethernet Access Services deliver network connectivity to efficiently connect locations together to form a seamless and secure network environment.
6. The Company provides services at various capacities as shown in the Price List in Part 5.

3.3 ACCEPTABLE USE POLICY

Internet Access services are governed by the Company's Acceptable Use Policy which is posted on our website at www.jeffersontelecom.com.

3.4 COPYRIGHT PROTECTION NOTICE

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

3.5 NETWORK PERFORMANCE

A description of network performance characteristics is available on our website which can be found at www.jeffersontelecom.com.

3.6 CUSTOMER INITIATED SPEED TEST INFORMATION

A link for a Customer-initiated speed test is posted at www.jeffersontelecom.com.

3.7 PRICE LIST/RATE CARD

Rates for Broadband Services are listed in Part 5.

3.8 NETWORK TESTING OBLIGATIONS OF THE COMPANY

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

3.9 LIFELINE FOR BROADBAND SERVICE

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

3.10 AFFORDABLE CONNECTIVITY PROGRAM

The Affordable Connectivity Program (ACP) program, established by the Federal Communications Commission, is a means of maintaining and preserving universal service by providing a reduction in the recurring price of fixed broadband service that meets minimum service standards to qualifying low-income residential subscribers. For more information on whether a broadband service customer qualifies for ACP, and for terms and conditions, refer to <https://www.affordableconnectivity.gov/>

4.1 GENERAL

Cable Television and Video Service includes video channels provided to Residential and Business customers, and these services may be regulated by the FCC and/or a state or municipal franchising authority.

Pursuant to federal Truth-In-Billing laws, within 24 hours after entering into a contract or agreement for service, the Company shall send the customer by email, online link, or other reasonably comparable means, information regarding: (a) the total monthly charge for the service selected by the consumer, including any related administrative fees, equipment fees, or other charges; (b) a good faith estimate of any tax, fee, or charge imposed by the Federal Government or a State or local government, and (c) a good faith estimate of any fee or charge that is used to recover any other assessment imposed on the provider by the Federal Government or a State or local government. The customer then has the right to cancel the contract or agreement without penalty within 24 hours after the Company sends that information to the customer.

4.2 FRANCHISING AUTHORITY

1. The cable and video service 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.

4.3 CABLE AND VIDEO 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.

4.4. TYPES OF SERVICES

1. Basic or Lifeline - This refers to the lowest level of cable service offered and generally includes local broadcast channels and public, educational, and governmental access channels. Your service provider may not require you to purchase any additional service tier other than the basic service in order to have access to pay-per-view or premium channels offered on an individual basis.

2. Enhanced Basic – second level of service and generally includes the basic service channels plus a variety of additional channels crossing multiple genres of content.
3. Premium Channels – channels purchased ala carte monthly such as HBO, Cinemax, Showtime, etc.
4. Pay-Per-View – movies and events purchased ala carte and viewed according to the guide schedule.
5. Video-On-Demand – movies and events purchased ala carte at any time.
6. Standard Definition channels are 720 x 480 pixels
7. High Definition Channels offer enhanced pictures that are 1280 x 720 pixels.
8. Availability of content is governed by content provider and certain channels and types of services may not be available in Public or Business location.

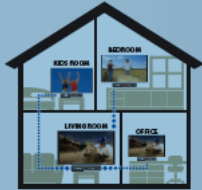
4.5 CHANNEL LINE-UP

Our current channel line-up is located on our website www.jeffersontelecom.com. See following page.

Enhanced Features of Jefferson Telecom TV

High Definition - Enjoy the crystal clear sights and sounds of HD channels! **ALL** packages include HD channels with a total of 95+ HD channels on the channel lineup.

Whole Home Cloud DVR - Watch recorded shows on any connected TV in your home. You can schedule and delete recordings from any room. Record a series and ensure you never miss an episode; it automatically skips reruns too! Pause and rewind live TV. Create your own instant replay. Watch TV on your time!



Jefferson Telecom offers two FREE "leased" boxes with 1 stream 50 GB Cloud DVR (15 hours HD) of record time per account.*

Extra Cloud DVR Storage

250 GB	3 Streams	100 Hours HD	\$9.95/mo.
500 GB	5 Streams	200 Hours HD	\$14.95/mo.
1,000 GB	10 Streams	400 Hours HD	\$19.95/mo.

*One box per TV is required to receive programming. Each additional box costs \$9.95/month. Option to purchase additional cloud storage for a nominal monthly fee.

watchTVeverywhere (WTV)

When you subscribe to Jefferson Telecom TV, you will also have access to watchTVeverywhere.com absolutely FREE! watchTVeverywhere streams some of your favorite channels and programming—including live TV and full episodes of current TV shows—to your tablet, smartphone, laptop, or PC. And it works from anywhere you have an Internet connection!



Register at www.watchteverywhere.com. Have your Jefferson Telecom TV account number and account name handy from your bill. Log in to see the channels that are currently available.

Jefferson Telecom TV

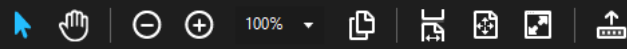
Jefferson Telecom brings you an enhanced TV viewing experience with more local features, family programming, movies and sporting events. You will enjoy the crystal clear picture and sound. Jefferson Telecom TV also gives you innovative features like:

- **Restart TV** – option to restart programs in progress
- **Instant Weather Radar** – current weather and five-day forecast
- **Caller ID on your TV** – view the caller's name and number on your TV*
- **What's Hot app** – shows the top programs being watched
- **MyTVs app** – turn your handheld device into a remote control

*Must subscribe to Caller ID.



Please contact us for more information about any of our products and services. We look forward to meeting your changing communications needs.



www.jeffersontelecom.com/rptvcdustomerformamotice

Jefferson Telecom TV PROGRAMMING GUIDE



Free, 24/7 TV Technical Support at 515-386-5500

Cable Television/Video
Service Terms and Conditions

LOCAL PLUS \$65 ⁹⁵			
SD	Channel	HD	WTVE
2	IPTV Kids	402	
3	IPTV World		
4	IPTV Create		
5	ABC	405	●
6	True Crime		
7	Grit		
8	CBS	408	
9	Me-TV		
10	MyNetwork TV/Heroes & Icons		
11	Iowa Public TV	411	
13	NBC	413	●
14	Rewind TV		
15	Antenna TV		
16	Iowa Weather Channel		
17	FOX	417	
18	Comet TV		
19	Charge TV		
20	TBD TV		
21	Local Events	421	
22	Greene County School Events	422	
23	CW	423	
25	Bounce		
26	Quest		
27	ion	427	
28	Court TV		
29	Laff		
107	Get TV		
109	Grio		
110	Tri-State Christian TV	510	
111	TBN	511	
112	EWTN		
113	QVC		●
114	HSN - Home Shopping Network		●
115	C-SPAN		●
116	C-SPAN2		
118	Twist		
119	This TV		

SD	Channel	HD	WTVE
66	Syfy	466	●
67	A&E	467	
68	truTV	468	●
69	Paramount Network	469	●
70	FXX	470	●
71	Comedy Central	471	●
72	E!	472	●
74	The Weather Channel	474	●
75	Fox News Channel	475	●
76	CNN	476	●
77	CNN Headline News	477	
78	MSNBC	478	●
79	CNBC	479	●
80	Nickelodeon	480	●
81	Cartoon Network	481	●
82	Disney Channel	482	●
83	Freeform	483	●
84	Discovery	484	●
85	National Geographic	485	●
86	Animal Planet	486	●
87	ID	487	●
88	History Channel	488	●
89	Lifetime	489	●
90	Lifetime Movies	490	●
91	WE (Women's Entertainment)	491	●
92	OWN	492	●
93	TLC	493	●
94	Bravo	494	●
96	HGTV	496	●
97	Magnolia Network	497	●
98	Food Network	498	●
99	Travel Channel	499	●
100	RFD TV	500	●
101	Hallmark Channel	501	●
102	TVLand	502	●
103	AMC	503	●
104	MTV	504	●
105	VH-1	505	●
106	CMT	506	●

ENTERTAINMENT PACK* \$13.00 extra			
SD	Channel	HD	WTVE
31	ESPN NEWS	431	●
33	ESPN U	433	●
39	NFL Network	439	●
42	Fox Sports 2	442	●
44	Golf Channel	444	●
50	SEC	450	●
51	Outdoor Channel	451	●
120	BBC America	520	●
121	Fox Business Network	521	●
124	Nick Junior		●
127	Nick Toons		●
140	Teen Nick		●
143	Discovery Family Channel	543	●
154	Motor Trend	545	●
155	Science	554	●
158	American Heroes Channel	555	●
161	Vice TV	558	●
163	fyi	561	●
167	GSN	563	●
175	Discovery Life	567	●
178	Lifetime Real Women	575	●
208	Cowboy Channel	608	●
214	FXM		●
234	MTV2	634	●
236	Nick Music		●
243	MTV Classic		●
801-850	Music Channels		

FAMILY \$130 ⁹⁵			
SD	Channel	HD	WTVE
30	ESPN	430	●
35	ESPN 2	435	●
37	BTN (Big Ten Network)	437	●
38	BTN (Big Ten Network)	438	●
41	Fox Sports 1	441	●
60	NewsNation	460	●
61	TBS	461	●
62	TNT	462	●
63	FX	463	●
64	USA	464	●

VARIETY PACK** \$8.00 extra			
SD	Channel	HD	WTVE
134	Disney Junior	534	●
136	Disney XD	536	●
212	Hallmark Movies & Mysteries	612	●
213	Hallmark Drama	613	●
222	TCM	622	●
227	IFC	627	●
244	BET Soul		●
245	BET Her		●
249	CMT Music		●
801-850	Music Channels		

NFL REDZONE SEASON PASS \$49.95			
SD	Channel	HD	WTVE
134	Disney Junior	534	●
136	Disney XD	536	●
212	Hallmark Movies & Mysteries	612	●
213	Hallmark Drama	613	●
222	TCM	622	●
227	IFC	627	●
244	BET Soul		●
245	BET Her		●
249	CMT Music		●
801-850	Music Channels		

PREMIUM MOVIES			
SD	Channel	HD	WTVE
323	Cinemax	723	●
324	MoreMax	726	●

CINEMAX			
SD	Channel	HD	WTVE
323	Cinemax	723	●
324	MoreMax	726	●

HBO			
SD	Channel	HD	WTVE
316	HBO	716	●
317	HBO 2	717	●
318	HBO Signature	718	●

SHOWTIME			
SD	Channel	HD	WTVE
333	Showtime	733	●
334	Showtime 2	734	●
335	SHOXBET	735	●
336	Showtime Extreme	736	●
338	Showtime Family	738	●

starz encore			
SD	Channel	HD	WTVE
300	Starz	700	●
302	Starz Edge	702	●
303	Starz Comedy	703	●
304	Starz Kids & Family	704	●
305	Starz in Black	705	●
306	Encore	706	●

SHOWTIME			
SD	Channel	HD	WTVE
333	Showtime	733	●
334	Showtime 2	734	●
335	SHOXBET	735	●
336	Showtime Extreme	736	●
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305	Starz in Black	705	

4.6 PRICE LIST/RATE CARD

Rates for Cable and video Services are listed in Part 5.

4.7 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.

4.8 WHERE TO ASK QUESTIONS OR FILE COMPLAINTS

1. Contact the service provider for questions about customer service, billing, installations, outages, service requests and signal quality.
2. Contact the local franchising authority if the service provider has not resolved your issue and you have complaints about customer service, pricing, installations, outages, service requests and signal quality.
3. Contact the FCC at 1-888-225-5322 or send your inquiry to FCC, 445 12th Street, S.W., Washington, D.C. 20554 if you have questions or complaints about commercial limits for children's programming, indecency and obscenity, premise wiring and signal leakage.
4. Note: Cable systems with 1,000 or more subscribers are required to maintain certain documents in a public inspection file. These documents include a political programming file; sponsorship identification; EEO reports; commercial records for children's programming; leased access requirements; proof-of-performance tests; and signal leakage and repair logs. These are available for public inspection and copying. In addition, systems must have a current copy of Part 76 of the Commission's rules, which cover cable television.

LOCAL EXCHANGE SERVICE

Exchange Name: Jefferson Telephone Company

	<u>Monthly Rate</u>
1. CENTRAL OFFICE ACCESS LINE (*)	
a. WITHIN THE BASE RATE AREA	
BUSINESS SERVICE	
Individual Line.....	\$25.00
RESIDENCE SERVICE	
Individual Line.....	\$18.00
b. OUTSIDE THE BASE RATE AREA	
BUSINESS SERVICE	
Rural Individual Line.....	\$25.00
RESIDENCE SERVICE	
Rural Individual Line.....	\$18.00
2. PAY TELEPHONE SERVICE (*)	
a. PAY CENTRAL OFFICE ACCESS LINE	\$25.00
(*) Does not include E911, Access Recovery Charge or Subscriber Line Charge	

DIRECTORY LISTINGS

1. Additional or alternate listings, per listing	\$1.50
2. Private service, per listing	\$1.50
3. Foreign or nonsubscriber service, per listing	\$6.20

EMPLOYEES' TELEPHONE SERVICE

The charge for Employee's Telephone Service is 0 percent of the regular rate.

TOLL BLOCKING SERVICE

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
1. Toll Blocking Service (out going calls only).....	\$0.00	\$15.00

EFFECTIVE: March 1, 2024

TEMPORARY OR VACATION SUSPENSION

The monthly rate will be 50% of the regular rate for the services suspended. Leased equipment will be billed at 50% of regular rate unless returned to the Company.

ADJACENT EXCHANGE SERVICE

	<u>Monthly Rate</u>
1. First one mile or fraction thereof	\$4.00
2. Each additional 1/4-mile or fraction thereof.....	\$1.00

CUSTOM CALLING FEATURES

	<u>Monthly Rate Per CO Line Equipped</u>
<u>Individual Services:</u>	
1. Blocked Call Rejection	\$2.75
2. Call Forwarding Basic	\$1.75
3. Call Forwarding Busy/No Answer	\$2.75
4. Call Forwarding (Remote).....	\$5.00
5. Call Forwarding (Selective).....	\$2.75
6. Call Rejection (Selective).....	\$2.75
7. Call Waiting	\$1.75
8. Call Waiting Deluxe.....	\$2.75
9. Caller Identification Blocking Per Call	N/C
10. Caller Identification Blocking Per Line.....	\$2.75
11. Caller Identification.....	\$5.50
12. Continuous Redial.....	\$2.75
13. Distinctive Ringing (Selective).....	\$2.75
14. Home Intercom Basic.....	\$1.75
15. Last Call Return	\$2.75
16. Multi-Distinctive Ringing	
One distinctive ring	\$4.00
Two distinctive rings	\$6.50
Three distinctive rings.....	\$9.00
17. Selective Call Acceptance.....	\$2.75
18. Single Line Variety Package	\$2.75
19. Speed Calling:	
a. 8 Code	\$1.75
b. 30 Code	\$2.75
20. Telemarketer Screening.....	\$2.75
21. Three Way Calling.....	\$1.75
22. Voice Mail	\$4.95
23. Voice Mail to Email.....	\$5.95
24. Conference Calls Unlimited.....	\$29.95

	<u>Charge</u>
LOCAL DIRECTORY SERVICE	
Per request	\$0.85

SERVICE CHARGES

1. Service Ordering Charge – Telephone Service Only
Per customer request for work ordered and requested to be completed at the same time
 - a. Residence Service
 - 1) For connecting new or additional Central Office Access Lines..... \$10.00
 - 2) For moving or changing existing service and facilities, record work or adding new or additional service and facilities (per service)..... \$20.00
 - b. Business Service
 - 1) For connecting new or additional Central Office Access Lines..... \$10.00
 - 2) For moving or changing existing service and facilities, record work or adding new or additional service and facilities (per service)..... \$20.00
 - c. For receiving, recording, and processing information to execute a customer request which involves only customer business, directory or billing records \$10.00
2. Central Office Access Line Charge – Telephone Service Only
Per Central Office Access Line or telephone number worked on, including, but not limited to the following:
 - a. Residence Service
 - 1) Central Office Access Lines, each \$10.00
 - 2) Off-premises mileage and tie lines involving central office work, each \$10.00
 - b. Business Service
 - 1) Central Office Access lines, each \$10.00
 - 2) Off-premises mileage and tie lines involving central office work, each \$10.00
3. Internet Programming Fee
One charge applies for all internet work ordered or moved and completed at the same time at the Central Office, each..... \$99.00
4. TV Installation
 - a. One charge applies for all IPTV work ordered or moved and completed at the same time for the first two set-top boxes at the Central Office \$124.95
 - b. Installation fee for each additional set-top box \$65.00

Charge5. Returned Check Charge

An administrative charge is applicable for each occasion that a check, bank draft, or electronic funds transfer item is returned unpaid to the Telephone Company, per occurrence

\$20.00

6. Credit Card Convenience Fee

Per every \$250.00 paid by credit card.....

\$5.00

7. Labor Charge

Per employee, per hour

\$65.00

8. Reconnect Charge

Charge to reconnect suspended services:

a. Telephone

\$5.00

b. Internet

\$35.00

c. IPTV.....

\$35.00

bundled connections



Triple Play Deluxe	Triple Play Local	Double Play TV Deluxe	Double Play TV Local	Double Play Net
\$174.95	\$129.95	\$134.95	\$89.95	\$69.95

PHONE

Residential Phone Line	•	•	•	•	•
6 FREE Calling Features	•	•	•	•	•
Call Waiting	•	•	•	•	•
Call Forwarding	•	•	•	•	•
3-Way Calling	•	•	•	•	•
Home Intercom Basic	•	•	•	•	•
Block the Blocker	•	•	•	•	•
Selective Call Rejection	•	•	•	•	•

INTERNET

High Speed Internet up to 50 Mbps/5 Mbps	•	•			•
--	---	---	--	--	---

TV

Local Plus (35+ Channels, including HD)	•	•	•	•	
Family Package (85+ Channels, including HD)	•		•		
2 FREE "Leased" Set Top Boxes	•	•	•	•	
1 Stream 50 GB Cloud DVR (15 Hrs. HD) per account	•	•	•	•	

Bundling your services costs less than buying these services separately from different companies. Plus you'll get:

- One monthly bill
- Local support
- No contract to sign

Ask about additional services and upgraded speeds that can be added to your bundle.

*All prices subject to change. Contact us for complete details. Bundles limited to residential customers only. Prices do not include applicable taxes and regulatory fees.

Jefferson
TELECOM

105 West Harrison Street, Jefferson, IA 50129

Call us at 515-386-4141

Visit us online at www.jeffersonatelecom.com

Comcast Group © 2024. Prices effective 03/01/24

ONE LOCAL
COMPANY,
a world of connections



Jefferson
TELECOM

515-386-4141 • www.jeffersonatelecom.com

EFFECTIVE: March 1, 2024

internet connections

Fiber Internet

Includes 5 e-mail addresses, 24/7 technical support at 515-386-5500, multiple computer access, no contract to sign, and unlimited usage with no data caps.

Residential Fiber Internet

Basic: 50 Mbps / 5 Mbps - \$59.95

- Included in bundle pricing

Social: 100 Mbps / 10 Mbps - \$69.95

- Bundled price is additional \$10/month

Family: 200 Mbps / 20 Mbps - \$89.95

- Bundled price is additional \$30/month

Power: 500 Mbps / 50 Mbps - \$129.95

- Bundled price is additional \$70/month

Gigabit: Up to 940 Mbps / 100 Mbps - \$199.95

- Includes Wi-Fi Management
- Bundled price is additional \$140/month

Ask us about an Upload Boost for faster upload speeds.

**Jefferson Telecom cannot guarantee speeds or that service will be compatible with all router configurations. Pricing listed is for Internet only service. Discounts are available when bundled.*

Business Fiber Internet

With fiber technology, your business is ready for future growth and expansion. Let our staff help you find the right speed to fit your needs. Please call 515-386-4141 to discuss specialized business pricing and packages.

Additional Internet Products**Tech Home Security & Anti-Virus Protection**

Protect: Covers 1 desktop \$7.95/month

+ 1 mobile device

Protect Plus: Covers 4 devices \$12.95/month

Support: Covers 4 devices + unlimited premium technical support \$15.95/month

Wi-Fi Management \$9.95/month

Free professional installation of an eero, replacing your router, plus connectivity of wireless devices and free local technical support.

tv connections

The ultimate TV viewing experience with crystal clear picture and sound, high definition channels with ALL packages, whole home cloud DVR, and innovative features.

TV Packages

Local Plus—35+ channels	\$65.95
Family—85+ channels	\$130.95
Entertainment Pack*—28 channels	\$13.00
Variety Pack**—9 channels	\$8.00

*Must subscribe to Family Package. Includes 45+ Music Channels.

**Must subscribe to Family Package and Entertainment Pack.

Premium Movies

- Pick One: HBO, Cinemax, Starz Super Pak, or Showtime \$29.95
- Each additional movie group \$10.00

NFL RedZone Season Pass \$49.95

Important Information

- All TV's require a box to receive programming. Jefferson Telecom provides 2 FREE "leased" boxes. Additional boxes are \$9.95/month.
- Jefferson Telecom provides each account with 1 Stream 50 GB Cloud DVR (15 Hrs. HD) for FREE.

Additional Cloud DVR Storage:

250 GB	3 Streams	100 Hrs. HD	\$9.95/month
500 GB	5 Streams	200 Hrs. HD	\$14.95/month
1000 GB	10 Streams	400 Hrs. HD	\$19.95/month

**Prices do not include applicable taxes and fees. TV installation charges apply.*

Free, 24/7 TV technical support at 515-386-5500.

Visit www.jeffersontelecom.com/iptvcustomerformalnotice



phone connections

Jefferson Telecom provides reliable telephone services to the Jefferson community and surrounding rural areas. Stay connected to those you care about with a dependable, clear connection.

Basic Telephone Service

Residential	\$28.50
Business	\$35.50
Installation	\$20.00

Calling Features

Basic Caller ID	\$5.50
Caller ID/Call Waiting	\$8.25
Voice Mail	\$4.95
Voice Mail to Email	\$5.95
Call Waiting	\$1.75
Call Forwarding	\$1.75
3-Way Calling	\$1.75

Additional calling features available.

Long Distance

With Jefferson Telecom long distance, you will enjoy local customer service, competitive rates, and the convenience of having all of your communication services on one bill. Choose from two flat-rate plans:

- 16¢ per minute with a \$3.95 monthly charge
- 20¢ per minute with no monthly charge

Wire Maintenance \$2.95/month

Covers repairing existing landline, Internet, and cable TV wiring at no charge during business hours.

Cellular

Jefferson Telecom is your local UScellular™ authorized agent. Visit our office, and let us help you determine the best calling plans and phones to fit your needs and budget.



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EFFECTIVE: March 1, 2024