

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](http://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](http://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. **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 its 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 "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](http://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](mailto:info@lamotte-telco.com)  
Phone: 563-773-2213  
Web: [www.lamotte-telco.com](http://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.....\$270/mth

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

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

- Landline phone, with calling features
- 500/500 Mbps 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

# La Motte & Andrew Telephone Company

Neighbors Serving Neighbors

Fiber-to-the-Home

- High-speed Internet
- Digital TV
- Telephone



www.lamotte-telco.com

www.lamotte-telco.com



## Telephone

Local Telephone Service.....\$31/mth

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

Calling Features:

Caller ID.....\$3/mth

Call Waiting/Waiting ID.....\$1/mth

Telemarketing Do-Not-Disturb.....\$1/mth

Call Forwarding.....\$1/mth

Selective Call Forwarding.....\$1/mth



## Internet

Internet Speeds:

WITH Telephone Service in addition

100/100 Mbps.....\$37.95/mth

150/150 Mbps.....\$47.95/mth

250/250 Mbps.....\$57.95/mth

500/500 Mbps.....see Voice-Net Value Pkg

1 Gig.....\$89.95/mth

WITHOUT Telephone Service

150/150 Mbps.....\$49.95/mth

250/250 Mbps.....\$59.95/mth

500/500 Mbps.....\$79.95/mth

1 Gig.....\$89.95/mth

## Happy House: Take Control of Your Home Wi-Fi Network

Powered by  
PLUME HOMEPASS

Happy House App & Router.....\$10/mth

Key Features of Happy House App:

- 1<sup>st</sup> 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.....\$79/mth

- Includes 1 standard set-top box

Basic Plus TV Lineup.....\$164/mth

- Includes 1 standard set-top box

Expanded TV Lineup.....\$178/mth

- Includes 1 standard set-top box

Go to [lamotte-telco.com](http://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/mth

- Includes DVR set-top box

Whole-home DVR Service.....\$18/mth

- Includes DVR set-top box

Premium Channel Packages

HBO.....\$19.99/mth

Showtime.....\$10.99/mth

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

Cinemax.....\$12.99/mth

www.lamotte-telco.com

Prices current as of 4-1-2024 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 (included on 1<sup>st</sup> bill): \_\_\_\_\_ Security Deposit (get before scheduling): \_\_\_\_\_

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.....\$270/mth

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

\_\_\_\_\_ Voice-Net Value Package.....\$98.95/mth

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

\_\_\_\_\_ DVR Service on 1 TV: \$15/mth

\_\_\_\_\_ Whole-Home DVR service: \$18/mth



**TELEPHONE SERVICE**

\_\_\_\_\_ Local Telephone: \$22.50/mth\*

Landline Telephone Number: \_\_\_\_\_

\_\_\_\_\_ Caller ID: \$3/mth

Do you want your number published? \_\_\_\_\_

\_\_\_\_\_ Call Waiting: \$1/mth

Directory Listing to read: \_\_\_\_\_

\_\_\_\_\_ Call Forwarding: \$1/mth

\_\_\_\_\_ Long Distance

\_\_\_\_\_ Block Telemarketers: \$1/mth

\_\_\_\_\_ PIC Freeze: prevents unwanted changes to your carrier

\_\_\_\_\_ Anonymous Call Rejection: \$1/mth

\_\_\_\_\_ No Long Distance

*\*Does not include Subscriber Line Charge (\$6.50), E911 (\$1), or taxes.*





**INTERNET SERVICE**

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

With landline telephone service in addition:

- \_\_\_ 100/100 Mbps \$37.95/mth
- \_\_\_ 150/150 Mbps \$47.95/mth
- \_\_\_ 250/250 Mbps \$57.95/mth
- \_\_\_ 500/500 Mbps see Voice-Net Value Package
- \_\_\_ 1 Gig \$89.95/mth

OR

Without landline telephone service:

- \_\_\_ 150/150 Mbps \$49.95/mth
- \_\_\_ 250/250 Mbps \$59.95/mth
- \_\_\_ 500/500 Mbps \$79.95/mth
- \_\_\_ 1 Gig \$89.95/mth

Email address: \_\_\_\_\_@netins.net

\_\_\_ Happy House App & Router: \$10/mth



**HAPPY HOUSE --- TAKE CONTROL OF YOUR HOME WI-FI NETWORK**

Powered by  
PLUME HOMEPASS

**Happy House App & Router: \$10/mth**

**Key Features of Happy House App:**

- 1<sup>ST</sup> 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 \$178/mth

***Never miss your program with DVR service:***

\_\_\_ Basic Plus TV lineup \$164/mth

\_\_\_ DVR Service on 1 TV: \$15/mth

\_\_\_ Basic TV lineup \$79/mth

- Includes DVR STB

- 1 Standard Set Top Box is included

--- OR ---

\_\_\_ Whole-Home DVR service: \$18/mth

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

- Includes DVR STB

**Premium Channel Packages**

\_\_\_ HBO: \$19.99/mth

\_\_\_ Showtime: \$10.99/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](http://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](http://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)



**AUTOPAY OPTIONS (continued)**

**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): \_\_\_\_\_

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/VIDEO SERVICES**

September 1, 2023



**IDENTIFICATION OF SERVICES INCLUDED**

- PART 1      General Terms and Conditions and Table of Contents
- PART 2      Telephone Service
- PART 3      Broadband Service
- PART 4      Cable Television/Video 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\*.

  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.

EFFECTIVE: September 1, 2023

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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.lamotte-telco.com](http://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](http://www.lamotte-telco.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.lamotte-telco.com](http://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:

- a. **For prices:** The applicable Pricing Schedule found at (a) the company's website, (b) the Price List in Part 5 of this service catalog; or (c) any service agreement signed by the customer;
- b. **For Terms and Conditions:** any applicable Service Contract, the Company's Policies and these Terms and Conditions; provided that for any regulated services a rule may be first in priority in any jurisdiction where the applicable law or regulation does not permit contract terms to take precedence over inconsistent terms and conditions.

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

- i. service, equipment, network, or facility failure caused by the negligent or more culpable acts or omissions by customer (or its affiliates, users or third parties).

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

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

### **1.3 ESTABLISHMENT AND MAINTENANCE OF CREDIT**

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

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



- 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.
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 will be 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 cancelation or disconnection. If a customer is unable to travel to the Company's business office or other designated location to return the equipment, the customer may request pick-up. Provision of pick-up service is solely at the Company's option and the Company's refusal or failure to provide pick-up service will not excuse the customer's obligation to return equipment. If the Company agrees to provide pick-up service, pick-up will occur during the business week and only during regular business hours. There may be a fee for pick-up, which customer will be informed of when pick-up service is requested, and which will be payable at time of pick-up. If a customer fails to return equipment at the time of cancellation or disconnection of service, the customer may be liable to the Company for an equipment recovery fee as set forth in Part 5 of these Terms and Conditions.
- g. The customer is responsible for the maintenance and safekeeping of all equipment placed in or on the customer's premises. The Company has no responsibility for replacing equipment destroyed or damaged by the customer's misuse, abuse, or neglect. In the event that any equipment provided by the Company is destroyed, damaged (ordinary wear and tear excepted), lost or stolen while in the customer's possession, the customer may be liable to the Company for an equipment recovery fee as set forth in Part 5 of these Terms and Conditions.

## **1.6 PAYMENT FOR SERVICE AND FACILITIES**

1. Payment for Service. Unless otherwise agreed upon, all customers shall pay for 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 additional information.

## **1.8 CUSTOMER COMPLAINTS AND DISPUTES**

1. A customer or prospective customer may initiate a complaint with the Company on any relevant matter by telephone, in person, via email, or in writing directed to the Company at any of its offices. The customer may at any point during resolution of the complaint seek review by a Supervisor or Manager.
2. If the complaint is related to Telephone Service, upon investigation and final resolution by the Company, if the customer wishes further review, the customer should direct all appropriate information to the Iowa Utilities Board, Customer Service, 1375 E. Court Avenue, Room 69, Des Moines, Iowa 50319-0069, toll free at 877-565-4450, or [customer@iub.iowa.gov](mailto:customer@iub.iowa.gov)
3. In the event of a dispute concerning a bill, the Company may require the customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint, shall be made using the 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:  
Individual Line Business  
Individual Residential Line  
Multiline Business Line  
PBX Trunk Line
- b. **Advanced and High-Capacity Services** include:  
Switched DS-1 Service  
ISDN Primary Rate Service (PRI)  
Voice over Internet Protocol (VoIP)
- c. Service Availability Matrix

EXCHANGE NAME	Residence Individual Line	Business Individual Line	Business Multiline
La Motte	X	X	X
Andrew	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 restoration of service. The rates may be billed in total prior to the establishment of vacation rate service, or monthly, at the option of the Company. The minimum period for which this service may be provided is 30 days; the maximum is 180 days during any 12-month period.

3. Local Calling Area

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

EXCHANGE NAME	EAS (EXTENDED AREA SERVICE) INCLUDED IN THE LOCAL CALLING AREA
La Motte	La Motte, Dubuque, St. Donatus and Zwingle
Andrew	Andrew

## 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 at [www.lamotte-telco.com](http://www.lamotte-telco.com) 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.

## 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 provides listing information to a third party that publishes and distributes directories.

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

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

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- 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 Service 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.lamotte-telco.com](http://www.lamotte-telco.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.

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### **3.5 NETWORK PERFORMANCE**

A description of network performance characteristics is available on our website which can be found at [www.lamotte-telco.com](http://www.lamotte-telco.com).

### **3.6 CUSTOMER INITIATED SPEED TEST INFORMATION**

A link for a Customer-initiated speed test is posted at [www.lamotte-telco.com](http://www.lamotte-telco.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://www.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. 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 at [www.lamotte-telco.com](http://www.lamotte-telco.com).

#### **4.6 PRICE LIST/RATE CARD**

Rates for Cable TV 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.

Please refer to [www.lamotte-telco.com](http://www.lamotte-telco.com) for pricing information.

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Andrew Telephone Company, Inc.

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

September 1, 2023

## **IDENTIFICATION OF SERVICES INCLUDED**

PART 1	General Terms and Conditions and Table of Contents
PART 2	Telephone Service
PART 3	Broadband Service
PART 4	Cable Television/Video Service
PART 5	Service Price List

These terms and conditions govern services provided by Andrew 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/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.lamotte-telco.com](http://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](http://www.lamotte-telco.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.lamotte-telco.com](http://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:

- a. **For prices:** The applicable Pricing Schedule found at (a) the company's website, (b) the Price List in Part 5 of this service catalog; or (c) any service agreement signed by the customer;
- b. **For Terms and Conditions:** any applicable Service Contract, the Company's Policies and these Terms and Conditions; provided that for any regulated services a rule may be first in priority in any jurisdiction where the applicable law or regulation does not permit contract terms to take precedence over inconsistent terms and conditions.



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

## **CHANGES TO SERVICE PUBLICATIONS**

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

### **1.1 APPLICATION OF TERMS**

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

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

### **1.2 OBLIGATION AND LIABILITY OF THE COMPANY**

1. Availability of Facilities. The Company's obligation to furnish services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for such facilities, except as provided for in 1.4(7) Construction Charges.
2. Allowance for Failure of Service. The Company does not guarantee uninterrupted working of its service or equipment. 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:
  - a. service defects, service levels, delays or any service error or interruption, including interruptions or errors in routing or completing any 911 or other emergency response calls or any other calls or transmissions (except for credits explicitly set forth in this Service Catalog);
  - b. interoperability, access, or interconnection of the services with applications, data, equipment, services, content or networks provided by customer or third parties;
  - c. lost or altered messages or transmissions;
  - d. unauthorized access to or theft, alteration, loss, or destruction of customer's (or its affiliates', users' or third parties') applications, content, data, programs, information, networks or systems;
  - e. equipment, network or facility maintenance, upgrades, modifications or relocations;
  - f. any loss, damage, failure, or impairment of service in connection with customer premise equipment and wiring.
  - g. force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions;
  - h. service, equipment, network, or facility failure caused by the loss of power; or



- i. service, equipment, network, or facility failure caused by the negligent or more culpable acts or omissions by customer (or its affiliates, users or third parties).

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

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

### **1.3 ESTABLISHMENT AND MAINTENANCE OF CREDIT**

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

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

- 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.
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 will be 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.

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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

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Company's or another service subscriber's use of the Company-provided network.

- c. Services may not be resold, except as authorized in a specific Service Contract signed by authorized representatives of both the permitted reseller and the Company.

3. Connection of Customer Premise Equipment and Wiring

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



- f. Where the Company leases, licenses or otherwise provides equipment, such equipment is provided to customer for the term of service and solely for use in connection with lawfully receiving and using service. All such equipment remains the property of the Company. When service is cancelled or disconnected, the customer must return any such equipment to the Company during regular business hours, Monday through Friday (except holidays). The equipment must be returned to the Company in the same condition as installed or received, except for normal wear and tear. All such equipment must be returned to the Company's business office or an alternative location designated by the Company at the time of cancelation or disconnection. 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 shall be prorated. If the prorating indicates a refund is due, the refund shall be accomplished by bill credit. Failure to receive a bill does not relieve the customer of the responsibility for payment.
- 2. Application of Residence and Business Rates
  - a. Residence rates apply at the following locations:
    - i. In a private residence where business listings are not provided.
    - ii. In private apartments of hotels, rooming house, or boarding houses where service is confined to the customer's use.

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- 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](mailto:customer@iub.iowa.gov)
3. In the event of a dispute concerning a bill, the Company may require the customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint, shall be made using the 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 the Utilities Division, Department of Commerce, 360 Maple Street, Des Moines, Iowa 50319



**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	Business Service	Business Key System Line	Residential Service	Pay Telephone Service
Andrew	X	X	X	X

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

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- vi. **Temporary or Vacation Suspension** is available for vacation purposes at a reduced rate upon customer request. This service is allowed when a customer is away from their premises for an extended time in the event of vacation, emergency, relocation, military service, or other purposes deemed reasonable by management. No other service charges will apply for the suspension and subsequent restoration of service. The rates may be billed in total prior to the establishment of vacation rate service, or monthly, at the option of the Company. The minimum period for which this service may be provided is 30 days; the maximum is 180 days during any 12-month period.

3. Local Calling Area

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

EXCHANGE NAME	EAS (EXTENDED AREA SERVICE) INCLUDED IN THE LOCAL CALLING AREA
Andrew	None

## 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 at [www.lamotte-telco.com](http://www.lamotte-telco.com) 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.

## 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 provides listing information to a third party that publishes and distributes directories.

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



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

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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 residences 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.lamotte-telco.com](http://www.lamotte-telco.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.lamotte-telco.com](http://www.lamotte-telco.com).

### **3.6 CUSTOMER INITIATED SPEED TEST INFORMATION**

A link for a Customer-initiated speed test is posted at [www.lamotte-telco.com](http://www.lamotte-telco.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://www.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/>.

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#### **4.1 GENERAL**

Cable Television and Video Service includes video channels provided to Residential and Business customers. 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 cable TV channel line-up is located on our website at [www.lamotte-telco.com](http://www.lamotte-telco.com).

#### **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.

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#### **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.



Andrew Telephone  
Company, Inc.

**Services Price List**

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Please refer to [www.lamotte-telco.com](http://www.lamotte-telco.com) for pricing information.

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