

CITIZENS MUTUAL TELEPHONE COOPERATIVE

TERMS AND CONDITIONS

FOR TELEPHONE, BROADBAND AND CABLE TELEVISION/VIDEO SERVICES

02/09/2023

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

These terms and conditions govern services provided by Citizens Mutual Telephone Cooperative (CMTC) hereinafter referred to as the Company. They include one or more types of services as specified below by the Company*.

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

 X Broadband Internet Access Services as described in Part 3.

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

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

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OVERVIEW OF SERVICE PUBLICATIONS

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

Pricing Schedules. A “pricing schedule” means a service price sheet or similar pricing schedule (including related attachments) or other document that is made available to the customer either through a public forum or through a separate written document 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 <https://www.mycmtech.com/about-us>
- The Company’s **Acceptable Use Policy**, which is included or referenced in Part 3 of these Terms and Conditions and which can be found at <https://www.mycmtech.com/about-us>
- The Company’s **Network Management Policy or Network Transparency Statement**, which is included or referenced in Part 3 of these Terms and Conditions and which can be found at <https://www.mycmtech.com/about-us>.

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.

Disclosure Relating to IP-enabled 911 Services, refers to a separate document that can be available upon request.

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 (<https://www.mycmtech.com>) or (b) 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:

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

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

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

1.3 ESTABLISHMENT AND MAINTENANCE OF CREDIT

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

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

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

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

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

1.4 ESTABLISHMENT AND FURNISHING OF SERVICE

1. Application for Service. Applications for service may be made orally, electronically, or in writing. These applications become contracts upon the establishment of service. In addition to any required deposit, applicable recurring charges will appear on the first monthly bill statement, and non-recurring service and construction charges may also be required in advance. The terms and conditions specified for such contracts are subject to these Terms and Conditions as applicable to the service to be furnished. Any change to these Terms and Conditions shall act as a modification of the contract to that extent, without further notice.
2. Access Rights. Customer will in a timely manner allow the Company access as reasonably required for the services to property and equipment that customer controls and will obtain at customer's expense timely access for the Company as reasonably required for the services to property controlled by third parties such as Customer's landlord. The Company will coordinate with and, except in an emergency, obtain customer's consent to enter upon customer's property and premises, which consent shall not be unreasonably withheld. Access rights include right to construct, install, repair, maintain, replace and remove equipment and/or facilities (including access lines and network facilities) and the right to use ancillary equipment space outside or within a building for customer's connection to the Company's network. Except as otherwise agreed by the Company, the customer must furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as the Company reasonably requires for the services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer must provide the Company timely information and access to customer's facilities and equipment as the Company reasonably requires for the services, according to a mutually agreed schedule.
3. Safe Working Environment. Customer will ensure that the location at which the Company installs, maintains, or provides services is a safe working environment, free of Hazardous Materials and reasonably suitable for the services. For purposes of the preceding, "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. The Company shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

4. Alterations. The customer agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by the customer necessitate changes in the Company's facilities. The customer agrees to pay the Company's charges for such changes.
5. Maintenance and Repairs. All expense of maintenance and repair of services or facilities provided by the Company up to the demarcation point as identified in Section 1.5(1) will be borne by the Company. The customer will be held responsible for restoration or replacement costs in case of loss of, damage to, or destruction of any of the Company's facilities not due to normal use. Customers may not rearrange, disconnect, or remove or permit others to rearrange, disconnect, or remove any Company owned facility installed by the Company unless provided elsewhere in these Terms and Conditions.
6. Unusual Installation Costs. Where special requirements of the customer involve unusual construction or installation, the customer may be required to pay additional costs as provided elsewhere in these Terms and Conditions.
7. Construction Charges.
 - a. The Company may assess construction charges for the installation of facilities beyond the existing Company facilities.
 - b. The Company may assess construction charges to the appropriate party which may include, but is not limited to, the service applicant, individual owner, or land developer.
 - c. Construction charges may include all costs associated with the installation of facilities, including but not limited to, engineering, labor, legal, material, right-of-way, and contractor costs.
 - d. Full payment of construction charges is required prior to the commencement of the work.
 - e. The party paying the construction charges does not obtain any rights of ownership or any other rights pertaining to facilities installed by the Company. All facilities installed by the Company shall be under its exclusive control.
 - f. Types of Network Additions governed by Construction charges may include:
 - 1) Line Extensions
 - 2) Temporary or Speculative additions
 - 3) Special Type or Request
 - 4) Real Estate Developments and Subdivisions
 - 5) Multi-Dwelling Units or Apartment Complexes
8. Installation and Service Charges
 - a. Service charges for Telephone, Broadband and Cable Television services apply to connect, move, or change each individual service and facilities according to the components of work required.
 - b. The Company may allow service charges for bundled services that are lower than the sum of the individual service charges for each respective service.
 - c. Service Charges are in addition to the other applicable rates and charges located in other parts of these Terms & Conditions, including Construction Charges.
 - d. Service Charges **do apply** for:
 - 1) Establishing service at the customer's request.

- 2) Move of service from one premise to another at the customer's request.
 - 3) Account name changes at the customer's request.
 - 4) Changes of service type, features, etc. at the customer's request.
 - 5) Rearrangement or relocation of facilities at the customer's request.
 - 6) Reconnecting a service after disconnection for non-payment.
 - 7) Service check charges for visits to customer premises when the service trouble is determined to be caused by the customer premise equipment and wiring.
- e. Service Charges **do not apply**:
- 1) When any change is made and initiated by the Company.
 - 2) When services are reestablished at a secondary location immediately following the rendering of the customer's primary location as unfit for occupancy, due to fire, flood, etc.

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. The demarcation point is generally where the fiber connection is converted back to electrical connections at a device that is commonly known as the Optical Network Termination (ONT). Connection of new inside station wiring to the network shall only be made at the demarcation point. Connections of inside station wiring to the network, and any installation of customer premise equipment, shall only be made at the demarcation point and shall be made in accordance with any applicable state or federal laws governing the installation and use of customer premise equipment and wiring. It is the customer's responsibility to ensure compliance with any applicable federal or state laws, including but not limited to Part 68 and/or Part 76 of the FCC rules, the National Electric Code, and other FCC and Iowa rules and regulations.
2. Use of Customer Service
 - a. Service is furnished on retail basis for residential or business use only. Service accounts are assigned to customers only, and the customer(s) in whose name the account is established will be the account owner(s) for all purposes. Account owners shall be responsible for any and all use of the subscribed service. Customers will cooperate with the Company to prevent third parties from gaining unauthorized access to services via the customer's facilities.
 - b. Services must be used in compliance with applicable Service Publications, including all applicable Company policies. Without limiting the preceding, customers shall not use services for fraudulent, abusive, unlawful, or destructive

purposes or in any manner that causes interference with the Company's or another service subscriber's use of the Company-provided network.

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

3. Connection of Customer Premise Equipment and Wiring

- a. Except when leased from, licensed from, or otherwise provided by the Company, all premise equipment and wiring after the demarcation point is the property and responsibility of the property owner.
- b. Customers may provide and install their own customer premise equipment and wiring on the customer's side of the demarcation point so long as no electronic or physical harm is caused to the Company's network. If the Company determines the customer premise equipment and wiring is causing or is likely to cause interference or hazard to the network, the Company will take such action as it deems necessary for the protection of the Company's network. After notification by the Company of such interference or hazard, the customer shall discontinue such use and disconnect such premise equipment and wiring. Failure of the customer to conform to this requirement may result in suspension of service.
- c. Customers are not permitted to physically cut, improperly terminate, substantially alter, or otherwise destroy the Company's owned premise equipment and wiring on the Company's side of the demarcation point.
- d. The Company's network is not represented as being adapted to the use of all customer premise equipment and wiring. The Company shall not be responsible for: (a) the through transmission of signals generated by the customer premise equipment or for the quality of or defects in, such transmission; (b) the reception of signals by the customer premise equipment.
- e. The Company shall not be responsible to the customer if changes in criteria in these Terms and Conditions or changes in any of the facilities, operations or procedures of the Company render any customer premise equipment and wiring obsolete or requires modification of such equipment and wiring.
- f. Where the Company leases, licenses or otherwise provides equipment, such equipment is provided to customer for the term of service and solely for use in connection with lawfully receiving and using service. All such equipment remains the property of the Company. When service is cancelled or disconnected, the customer must return any such equipment to the Company during regular business hours, Monday through Friday (except holidays). The equipment must be returned to the Company in the same condition as installed or received, except for normal wear and tear. All such equipment must be returned to the Company's business office or an alternative location designated by the Company at the time of cancellation or disconnection. If a customer is unable to travel to the Company's business office or other designated location to return the equipment, the customer may request pick-up. Provision of pick-up service is solely at the Company's option and the Company's refusal or failure to provide pick-up service will not excuse the customer's obligation to return equipment. If the Company agrees to provide pick-up service, pick-up will occur during the business week and only during regular business hours. There may be a fee for pick-up, which customer will be informed of when pick-up service is requested, and which will be payable at time of pick-up. If a customer fails to return equipment at the time of cancellation or disconnection of service, the customer may be liable to the Company for an equipment recovery fee.

- 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.

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 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.

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.

7. Service Charge for Reconnection

- a. Where service has been discontinued for non-payment of a due bill, applicable service charges 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.

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

1.7 TERMINATION OR SUSPENSION OF SERVICE

1. Termination or Suspension. Notwithstanding any agreed or required minimum term, service may be suspended or terminated as follows:
 - a. **Material Breach**. If customer fails to perform or observe any material term or condition of service, including non-payment of charges, and such failure continues unremedied for 30 days (5 days for customer's failure to fulfill its payment obligations, including failure to pay a required deposit) after receipt of notice, the Company may terminate (or may suspend and later terminate) the affected service.
 - b. **Materially Adverse Impact**. If the Company revises a Service Publication, and the revision has a materially adverse impact on customer and the Company does not produce a revision that remedies such materially adverse impact within 30 days after receipt of notice from customer, then customer may, as customer's sole remedy, elect to terminate the affected service on 30 days' notice to the Company, given not later than 90 days after customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to standard pricing, changes required by governmental authority, or assessment of or changes to additional charges such as governmentally imposed costs and fees (examples include USF, PICC, E911 and telecommunications relay charges).
 - c. **AUP; External Service Threats; Government Action**. If customer fails to rectify a violation of the Acceptable Use Policy ("AUP") within 5 days after receiving notice from the Company, the Company may suspend the affected service. The Company reserves the right, however, to suspend or terminate immediately when: (i) the Company's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) the Company is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) the Company reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if the Company were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of the Company's network or networks with which the Company is interconnected or may interfere with another customer's use of the Company's services, network or the Internet; or (c) such violation otherwise presents an imminent risk of harm to the Company, the Company's customers or its or their respective users or employees.
 - d. **Fraud or Abuse**. The Company may terminate or suspend an affected service immediately by providing customer with as much advance notice as is reasonably practicable under the circumstances if customer, in the course of breaching any applicable terms of service: (i) commits a fraud upon the Company; (ii) uses the service to commit a fraud upon another party; (iii) unlawfully uses the service; (iv) abuses or misuses the Company's network or service; (v) interferes with another customer's use of the Company's network or services; (vi) engages in unsafe, abusive or excessively disruptive conduct toward the Company or the Company's employees or (vii) attempting to avoid the payment, in whole or in part, of any charges by any means or device (mere non-payment of billed charges will not be considered grounds for termination or suspension under this subsection (d)(vii)).
 - e. **Hazardous Materials**. If the Company encounters any hazardous materials at the service location, the Company may terminate the affected services or may

suspend performance until customer removes and remediates the hazardous materials at customer's expense in accordance with applicable law.

- f. **Withdrawal of Services.** The Company may discontinue providing a service by providing customer with as much advance notice as is reasonably practicable under the circumstances where the Company generally discontinues providing the service to similarly situated customers.
2. **Notice of Disconnection.** The notice of pending disconnection required by these Terms and Conditions shall be a written notice setting forth all reasons for the notice, and the final date by which the account is to be settled or specific action taken. The notice shall be considered rendered to the customer when (a) deposited in the U.S. mail with postage prepaid or (b) when sent electronically to the customer contact information on file. The final date shall be not less than five days after the notice is rendered. The notice will include information on how the customer can contact the Company to obtain additional information.

1.8 CUSTOMER COMPLAINTS AND DISPUTES

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

7. Within 15 days after the Company's receipt of additional information, the Company shall make its final determination and resolution of the disputed charges based upon all documentation or information available to the Company.
8. If the customer continues to withhold payment of any disputed amounts, determined to be owed to the Company, the customer's account shall be deemed to be past due, and subject to termination.

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: All services are available to the company's current service area.
- 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.

2.2 OPTIONAL CALLING SERVICES

The company may offer a number of optional calling services such as Caller ID, Call Forwarding, Call Waiting, and others. Please call our office or check our website for more information on the services we offer. You may need to pay an additional charge for these services.

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 via printed hardcopy or online.

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

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

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

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

3. Directory Listings

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

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

2.4 INFORMATION SERVICES AND CALLING RESTRICTIONS

1. Local Operator Services
 - a. Customers can access local operator services by dialing "0" (0 minus) for assistance in placing a call.
 - b. Local calls may be completed or billed with live or mechanical assistance by a third party under contract with the Company.
 - c. Calls may be billed collect to the called party, to an authorized third-party number, or to the originating line. Local calls may be placed on a station to station basis or to a specified party (Person-to-Person), or designated alternate.
 - d. The following operator assisted calls are exempt from operator surcharges:
 - i. Calls to designated Company numbers for official Company business.

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

2.5 MISCELLANEOUS SERVICES

1. Foreign Exchange Service
- a. Foreign Exchange Service (FX) is a local service that provides dial tone to and from a telephone exchange other than the subscriber’s local exchange. In essence, the telephone subscriber is provided dial tone from another

exchange whereby calls are transmitted over a special circuit between the two exchanges.

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

2. Off Premise Extensions

- a. Service includes capability for extending standard Access Line service between premises.
- b. Connections made between buildings on same Premises, may be made using customer owned wiring in accordance with connection standards as detailed in Part 1 of these terms and conditions and within the operational limits of the Company's network.
- c. Where offered, Connections between separate premises will be made by installing separate Basic Telephone Services at each location and arranging them to work as a single service.
- d. The Company may require a written customer acknowledgement regarding the information it is able to deliver related to any 911 calls location information.

3. Emergency Number Service (911, E911 and NG911)

- a. The Company provides basic, enhanced, and next generation 9-1-1 Services in accordance with applicable state and federal law and regulations. The Company also collects a 9-1-1 surcharge from local service subscribers in an amount and as required under state law and regulations.
- b. The Federal Communications Commission ("FCC") requires that the Company inform subscribers about certain differences between IP-enabled 9-1-1 emergency calling services and traditional wireline or wireless 9-1-1 emergency calling services. The FCC also requires the Company to obtain and keep a record on file showing that subscribers to IP Services have been provided notice of and understand the differences and limitations on NG911 Service. Prior to installing or connecting any IP Services, the Company will provide the customer with an IP Technology 911 Disclosure for the customer's review and signature. If a customer does not sign and return the disclosure promptly, the Company may be required by FCC rules to suspend service until a reply is received.

4. Other Service Offerings

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

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

5. Lifeline Assistance

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

6. Long Distance Service

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

3.1 GENERAL

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

3.2 TYPES OF SERVICES

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

3.3 ACCEPTABLE USE POLICY

Internet Access services are governed by the Company's Acceptable Use Policy which is posted on our website at <https://www.mycmtech.com/about-us>.

3.4 COPYRIGHT PROTECTION NOTICE

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

3.5 NETWORK PERFORMANCE

A description of network performance characteristics is available on our website which can be found at <https://www.mycmtech.com/about-us>.

3.6 PRICE LIST/RATE CARD

Rates for Broadband Services are listed on the company's website (<https://www.mycmtech.com>).

3.7 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.

3.8 LIFELINE FOR BROADBAND SERVICE

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

3.9 AFFORDABLE CONNECTIVITY PROGRAM

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

4.1 GENERAL

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

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

4.2 FRANCHISING AUTHORITY

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

4.3 CABLE AND VIDEO SERVICE PROVIDER AUTHORITY

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

4.4. TYPES OF SERVICES

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

3. Premium Channels – channels purchased ala carte monthly such as HBO, Cinemax, Showtime, etc.
4. Video-On-Demand – movies and events purchased ala carte at any time.
5. Standard Definition channels are 720 x 480 pixels
6. High Definition Channels offer enhanced pictures that are 1280 x 720 pixels.
7. 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
<https://www.mycmtech.com/video-1>

4.6 PRICE LIST/RATE CARD

Rates for Cable and video Services are listed on the company's website
(<https://www.mycmtech.com>).

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 read this AUP carefully before you start to use the service. **By using any Service (as defined herein), you accept and agree to be bound and abide by this Acceptable Use Policy and our other applicable terms of Service, all of which have been provided to you and may be accessed at <https://www.mycmtech.com/about-us>.** If you do not agree to this Acceptable Use Policy or our other applicable terms of Service, you should not access or use the service.

1. Services Covered. This Acceptable Use Policy (“AUP”) governs wireline and/or wireless high speed Internet, IP/Ethernet, IP video and/or other data, video, or voice communications service (“Service(s)”) provided to you by Citizens Mutual Telephone Cooperative (together with any subsidiaries or affiliates providing your Service, hereafter “we” “us” or the “Company”) and includes the following terms and provisions as the same may be amended or modified from time to time as provided herein. The terms and provisions of this AUP are without limitation of any rights to suspend or terminate Service that the Company otherwise possesses under your service contract, our standard terms and conditions of Service, or applicable law. In delivering Services, the Company may utilize wholesale or other “upstream” providers. This Acceptable Use Policy is specific to the Company’s network and Services, and Services may also be subject to the acceptable use policies and practices of our upstream providers.

2. Applicability. This AUP applies to you as a customer and to any other person using your Service (each such person, a “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. If you are a contract customer, this AUP is incorporated into your Service contract. For non-contract customers, by establishing a Service account and using Service, you agree to be bound by this AUP.

3. Compliance Required. Pursuant to your Service contract as a contract customer or by establishing a Service account and using Service as a non-contract customer, all customers have agreed to and must comply with this AUP. The Company reserves the right to terminate or suspend Service immediately or to otherwise disconnect, remove, block, filter or restrict your use of Service if the Company determines, in its sole discretion, that such use is illegal or violates this AUP. The Company will cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. If the Company believes that you have used Service for an unlawful or abusive purpose, the Company may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to the Company’s forwarding of any such communications and information to these authorities. In addition, the Company may provide information in response to law enforcement requests, lawful government requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to you or others. The Company also reserves the right to take action on abuse which is not specifically named in this AUP at the sole discretion of the Company. Use of the Company’s systems and network constitutes understanding and agreement of this policy.

4. Prohibited Uses and Activities. This AUP identifies certain uses and activities that the 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. The Company, at its sole discretion, reserves the right to discontinue Service for any unlawful 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 this AUP:

a. Resale of Service: Service is available for individual customer internal use only and not for resale. Reselling Service without the Company’s written authorization is strictly prohibited.

b. Unlawful Use: Using Service in any manner that violates local, state or federal law, including without limitation using Service to transmit any material (by email, facsimile, or otherwise) whose transmission is unlawful under any local, state or federal law applicable to such transmission.

c. Copyright or Trademark Infringement: Using Service to transmit any material (by email, file sharing software, direct download, FTP sites or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of the 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. You may not rebroadcast, transmit, or perform video programming service, charge admission for its viewing, or transmit or distribute running accounts of it.

d. 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*, below.

e. Harm to Minors: Using Service to harm, or attempt to harm, minors in any way; including but not limited to activities involving child pornography or the sexual exploitation of children.

f. Threats: Using Service to transmit any material (by email or otherwise) that illegally threatens or encourages bodily harm or destruction of property.

g. Harassment and Cyberbullying: Using Service to transmit any material (by email or otherwise) that unlawfully harasses another.

h. 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."

i. 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.

j. Unsolicited Commercial/Unsolicited Bulk Communications Using Service to transmit any unsolicited commercial or bulk email, faxes or other communications in violation of applicable federal or state law. Activities that have the effect of facilitating illegal, unsolicited commercial or bulk email, faxes or other communications are prohibited. Using deliberately misleading headers in emails sent to multiple parties is prohibited.

k. Intentional Network Disruptions and Abusive Activity: Using Service for any activity that adversely affects the ability of other people or systems to use Service. This specifically but without limitation includes excessive consumption of network or system resources whether intentional or unintentional. This also includes "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 the 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.

l. 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 the 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.

m. 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.

5. Network Management Practices. The Company reserves the right to protect its network from harm, which may impact legitimate data flows. The Company reserves the right to limit throughput or amount of data transferred, and to deny or discontinue Service, without notice, to anyone it believes is using an unlimited data plan or feature in any unauthorized or abusive manner or whose usage adversely impacts the Company's network or Service levels. Specific management practices and Service descriptions and disclosure of Service pricing can be obtained by contacting us. You can also find these descriptions and disclosures on our website at: www.mycmtech.com. In addition to this AUP, the Company's broadband Internet access services are subject to the Company's Transparency Statement, the most recent version of which is located at <https://www.mycmtech.com/about-us>.

6. Content. You will be liable for any and all liability that may arise out of the content transmitted by you. You shall assure that your use of Service and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. The Company reserves the right to disconnect or suspend your Service and remove your content from Service if the Company determines, in its sole and absolute discretion, that such use or content does not conform with any applicable law, the requirements set forth in this AUP or interferes with the Company's ability to provide Service to you or others. The Company's action or inaction under this Section will not constitute any review, waiver or approval of your usage or content.

7. Service Monitoring. The Company is under no obligation to monitor a customer's usage, bandwidth, transmissions and/or content of Service. However, the Company may monitor the usage, bandwidth, transmissions and content of Service periodically to (i) comply with any necessary laws, regulations or other governmental requests or (ii) operate Service properly or to protect itself, its network and its customers and subscribers. The Company reserves the right to modify, reject or eliminate any information residing on or transmitted to its server that it, in its sole discretion, believes is unacceptable or in violation of this AUP or any other terms and provisions applicable to Service.

8. Domain Name Service. Keeping registry information updated and accurate is the responsibility of the domain holder and not the Company. Acceptable use of the domain name service does NOT include falsifying or omitting valid domain contact information, including the administrative, technical, zone, and billing contacts. Such usage will result in termination of Service.

9. Web/FTP Sites. Acceptable use of the Company's web/FTP space does NOT include: distribution of illegal pornographic or otherwise indecent or offending materials, distribution of restricted software or materials in violation of copyrights or distribution licenses, or any other illegal activity prohibited under Paragraph 4, above.

10. Theft of Service. You should notify the Company immediately if you become aware at any time that your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you provide such notification, you must provide your account number and a detailed description of the circumstances of the theft, fraudulent or abusive use of Service. Failure to do so in a timely manner may result in the disconnection of your Service, additional charges to you, and civil or criminal liability. Until such time as the Company receives notice of the theft, fraudulent use or abusive use, you will be liable for all stolen, fraudulent or abusive use of Service. The Company reserves all of its rights at law and otherwise to proceed against anyone who uses Service illegally or improperly.

11. Indemnification. By signing your Service contract (for contract customers) and/or by activating or using Service (for non-contract customers), you agree to use Service only for authorized, lawful purposes in accordance with this AUP. In addition to being subject to other remedies, liabilities and obligations under law or applicable agreements, you shall defend, indemnify, and hold the Company harmless from any claims, damages, losses, or expenses (including without limitation attorneys' fees and legal costs) incurred in connection with all claims, suits, judgments and causes of action for damages arising from the breach by you or your Users of any provision of this AUP.

12. Termination of Service. Access to and use of Service is subject to strict compliance with this AUP and all applicable law and contractual provisions. The Company has the right to terminate access to or use of Service as provided in this this AUP, your Service contract, and our terms of Service, as applicable. If Service is suspended or disconnected for violation of this AUP, you will be responsible for all fees and/or recovery charges associated with termination of Service, as set forth in your service contract or our terms of Service.

13. Modifications. The Company may modify the terms and conditions of this AUP in a commercially reasonable manner from time to time and shall provide you notice of such changes by publication on our website, bill message or other commercially reasonable notice. If you continue to use Service after receiving notice of such changes, your continued use of Service will be in accordance with this AUP, as amended.

14. Survival. The provisions of this AUP that by their sense and context are intended to survive the discontinuance or disconnection of your use of Service shall survive such discontinuance or disconnection.

15. Governing Law. This AUP and the relationship between you and the Company shall be governed by and construed in accordance with the substantive laws of the State of Iowa, without regard to the principles of conflict of law.

16. No Waiver of Rights. The Company's failure to exercise or enforce any right under or provision of this AUP shall not constitute a waiver of such right or provision.

17. Severability. If any part or provision of this AUP is legally declared invalid or unenforceable, that part or provision will be construed consistent with applicable law 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 AUP.

18. Applicability to Attached Sites. Sites directly attached to our Internet backbone are expected to adhere to this AUP. The account owner is responsible for educating site users on acceptable use policies. Violations of the AUP by directly attached sites will be referred to the account owner for resolution. The account owner will be held responsible for any violations of the AUP.

19. Applicability to Wi-Fi Hotspots. If your agreed terms of Service permit establishing one or more Wi-Fi Hotspots, this AUP applies to the use of such Service. Without limiting the preceding, (a) you may not resell Service and (b) you are responsible for compliance with this AUP, including compliance of all Users.

20. 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 (designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("**DMCA**"), the written notice (the "**DMCA Notice**") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

Vince Tyson
114 West Jefferson Street,
Bloomfield, IA 52537

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Copyright owners may use their own notification of claimed infringement form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Company, the alleged infringer, and the affected copyright owner for any damages (including costs and fees) incurred in connection with the removal, blocking, or replacement of allegedly infringing material under Section 512(f) of the DMCA.

Counter-Notification Procedures

If you believe that material you posted on the Website was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a "**Counter-Notice**") by submitting written notification to our copyright agent designated above. Pursuant to the DMCA, the Counter-Notice must include substantially the following:

- Your physical or electronic signature.
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Website may be found) and that you will accept service from the person (or an agent of that person) who provided the Website with the complaint at issue.

Upon receipt of a Counter Notice, Company shall promptly provide the complaining party with a copy of the Counter-Notice and inform the party we will replace the removed material or cease disabling access to it within 10 business days. The DMCA allows us to restore the removed content no less than 10, but not more than 14 business days after receipt of the Counter-Notice, if the party filing the original DMCA Notice does not file a court action against you.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Repeat Infringers

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers. For additional information concerning termination of accounts due to DMCA violations, see *DMCA Termination*, below.

21. DMCA Termination. It is the Company's policy to comply with the "safe harbor" provisions for Internet Service Providers set forth in the DMCA. Without limiting any other rights or remedies available to any copyright owner or of the Company under this AUP or applicable law, the Company may terminate Service for repeated and willful violations of the DMCA.

21A. Termination of Service (Residential Accounts). The Company will suspend or disconnect Service if four (4) DMCA offenses are recorded on a residential account in any twelve (12) month period. Service will be suspended or disconnected for a minimum period of 12 months. If Service is suspended or disconnected under this Section, you will be responsible for all fees and/or recovery charges associated with termination of Service, as set forth in our Terms and Conditions of Service.

21B. Termination of Service (Business Accounts). The Company will suspend or disconnect Service if any DMCA offenses are recorded on a business account. Service will be suspended or disconnected for a minimum period of 12 months. If Service is suspended or disconnected under this Section, you will be responsible for all fees and/or recovery charges associated with termination of Service, as set forth in our Terms and Conditions of Service.

22. Redress Options. If you have questions, concerns or inquiries regarding this AUP or customer redress options, please contact the Company via phone at: (641) 664-2074 or email at info@mycmtech.com.

As an Internet service provider (“ISP”) Citizens Mutual Telephone Cooperative (“we,” “us” or the “**Company**”) invests significant resources to bring Internet access to our customers and strives to provide customers an optimum online experience that enables them to access all available and lawful online content and services. The purpose of this document is to disclose information regarding the Company’s network management practices, performance, and commercial terms of its broadband Internet access service, sufficient for consumers to make informed choices regarding use of such services and for content, application, service, and device providers to develop, market, and maintain Internet offerings, consistent with applicable federal regulations.

In delivering broadband Internet access services, we may utilize wholesale or other “upstream” providers. This Transparency Statement is specific to the Company’s network and network management practices, and services may also be subject to the network performance and network management policies and practices of our upstream providers.

NETWORK MANAGEMENT PRACTICES

General. High-speed bandwidth and network resources are limited and managing the network is essential to promote the use and enjoyment of the Internet by all of our customers. The Company is committed to providing the best online experience possible for all of its customers and uses reasonable network management practices to ensure that our services are used in ways that are consistent with the specifications of a shared network. The network management practices used by the Company are consistent with industry standards. For example, we use tools and practices to reduce the negative effects of spam, viruses or other harmful code or content, security attacks, network congestion, and other risks and degradations of the service. By engaging in reasonable and responsible network management, the Company can deliver the best possible broadband Internet experience to all of its customers.

The primary features of the Company’s network management practices are:

- **We do not block, throttle, or inhibit any lawful content, specific applications or classes of applications.**
- **We do not restrict the types of devices that can be connected to its network.**
- **We do not engage in paid prioritization or affiliated prioritization.**

Congestion Management. The Company proactively monitors its network on a continual basis to determine if an area of congestion could occur, and if areas of possible congestion are identified, may make network improvements or prior to any congestion occurring. These network improvements may include: the addition of network hardware or network segregation to accommodate additional traffic. If a period of congestion occurs, customers may experience things like: longer times to download or upload files, surfing the Web may seem somewhat slower, or playing games online may seem somewhat sluggish. The Company does not manage congestion based on the online activities, protocols or applications an individual customer uses; it only focuses on the areas with the heaviest usage and works to alleviate any congestion prior to any customer impact. The purpose is to eliminate periods of congestion as quickly as possible.

Application or Content Specific Behavior. The Company does not discriminate against particular types of lawful online content. The Company provides its customers with full access to all the lawful content, services, and applications that the Internet has to offer. However, we are committed to protecting customers from spam, phishing, and other unwanted or harmful online content and activities. In that connection, we use industry standard tools and generally accepted practices and policies to help ensure that our customers are protected from unwanted or harmful content and activities. The Company’s use of these tools, techniques and policies help to identify and restrict certain harmful and unwanted online content, such as spam or phishing Web sites. In other

cases, these tools, techniques and policies may permit customers to identify certain content that is not clearly harmful or unwanted, such as bulk email or Web sites with questionable security ratings and enable those customers to inspect the content further if they want to do so.

Device Attachments. The Company allows for customer owned equipment to be used on the network, so long as such devices do not interfere with the Company's network or our ability to provide the services. In any, case customer-owned devices are not supported or managed by the Company.

Security. The Company (directly or via upstream providers) employs a number of practices to help prevent unwanted communications such as spam as well as protect the security of our customers and network. These practices may include: limiting the number of login, SMTP, DNS, and DHCP transactions per minute (at levels far above "normal" rates) that customers can send to servers in order to protect them against Denial of Service (DoS) attacks and blocking ports that commonly used to send spam, launch malicious attacks, or steal a customer's information, (for example, SQL exploits and Microsoft communication protocol ports). We do not make detailed disclosures concerning these practices in order to better maintain the effectiveness of these defensive measures, which ensure that these critical services are available for all of our customers. In addition, The Company conducts several security initiatives, and offers security tools for our customers, such as DoS monitoring and virus scanning software.

SERVICE PERFORMANCE

Service Technologies. The Company provides broadband Internet access utilizing fiber, coaxial, copper and wireless service technologies. Speed and other performance characteristics may vary based on service technology, and not all service technologies are available in all locations.

Advertised Speeds. The Company provides residential and business customers with a variety of high speed Internet service packages, including the service packages and performance tiers identified in "Commercial Terms" below. The Company advertises its speeds as "up to" a specific level based on the tier of service to which a customer subscribes, and engineers its network to ensure that its customers can enjoy the speeds to which they subscribe. However, the Company does not guarantee that a customer will actually achieve those speeds at all times. In the absence of purchasing an expensive, dedicated Internet connection, no ISP can guarantee a particular speed at all times to a customer.

Actual Speeds and Latency. The "actual" speed that a customer will experience while using the Internet depends upon a variety of conditions, many of which are beyond the control of any ISP. These conditions include:

- Performance of a customer's computer or device, including its age, processing capability, its operating system, the number of applications running simultaneously, and the presence of any adware and viruses. You should make sure you are running the most up-to-date operating system your computer or other Internet connected device can handle (with all available patches installed) to maximize your connection speeds.
- Type of connection between a customer's computer and modem. If there is a wireless router between your modem and your Internet connected device, the connection speed you experience can often be slower than direct connections into a router or modem, and depends on the model and configuration of the router that you use. Certain routers are able to pass data to your Internet connected device more quickly than others. Wireless connections also may be subject to greater fluctuations, interference and

congestion. Wireless modem connections used with higher speed tiers may be particularly impacted, as many wireless connections do not perform at the speeds delivered by these tiers.

- The distance packets travel (round trip time of packets) between a customer's computer and its final destination on the Internet, including the number and quality of the networks of various operators in the transmission path. The Internet is a "network of networks." A customer's connection may traverse the networks of multiple providers before reaching its destination, and the limitations of those networks will most likely affect the overall speed of that Internet connection.
- Congestion or high usage levels at the website or destination. If a large number of visitors are accessing a site or particular destination at the same time, your connection will be affected if the site or destination does not have sufficient capacity to serve all of the visitors efficiently.
- Gating of speeds or access by the website or destination. In order to control traffic or performance, many websites limit the speeds at which a visitor can download from their site. Those limitations will carry through to a customer's connection.
- The performance of modems or other equipment installed at your premises. Modem performance may degrade over time, and certain modems are not capable of handling higher speeds. Our highest speed services may be particularly impacted by computer and communications limitations. We encourage you to promptly contact customer service if you have any concerns about your modem performance or speed capabilities.

Real Time Applications. The Company offers a variety of service packages, with different speeds. For each of these packages, the Company utilizes service technologies with latency characteristics suitable for real-time applications such as voice communication or video streaming services.

Customer Speed Test. The Company offers its customers to the ability to test the speeds that they are receiving on the Company's network from the customer's computer to a test site on the Company's network. Simply go to the speed test site for your service location to test your connection at: <http://aureon.speedtestcustom.com/>. Please note that this and other commercially available speed tests are dependent on several of the factors outlined above, especially the customer's own Wi-Fi network. Therefore, these tests do not necessarily reflect the performance of the Company's network alone.

COMMERCIAL TERMS

Service Packages. The Company offers a variety of service packages, which include pricing for Internet services that vary depending upon the plan and whether the services are bundled with one or more of our other service offerings. Please see below for monthly pricing information for our currently available service packages:

Residential Plans:	<u>Upload</u>	<u>Download</u>	<u>Price</u>
	6 Mg	6 Mg	44.95
	*No Longer Available To New Customers		
	100 Mg	100 Mg	70.00
	500 Mg	100 Mg	80.00
	1 Gig	1 Gig	90.00

Business Plans:	<u>Upload</u>	<u>Download</u>	<u>Price</u>
	100 Mg	100 Mg	70.00
	500 Mg	100 Mg	80.00
	1 Gig	1 Gig	90.00

Except as disclosed above, the Company does not limit the amount of usage (by imposing specific data caps) or impose usage-based fees. Except as disclosed above, the Company also does not impose fees for early termination.

Impact of Non-Broadband Internet Access Services. The Company does not currently offer other data services that affect the last-mile capacity or performance of our broadband Internet access services.

Privacy and Other Policies. In addition to this Transparency Statement, the Company’s broadband Internet access services are subject to our Privacy Policy, Acceptable Use Policy and Terms of Service, the most recent version of which are located at <https://www.mycmtech.com/about-us>.

Redress Options. If you have questions, concerns or inquiries regarding this Transparency Statement or customer redress options, please contact us via phone at: (641) 664-2074 or email at info@mycmtech.com.