

**ImOn Communications, LLC**  
101 3<sup>rd</sup> Avenue SW, Suite 4000  
Cedar Rapids, IA 52404

## **Local Exchange Service Tariff**

**Filed With Nebraska Public Service Commission**

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Issued: January 13, 2025

Effective: January 23, 2025

Issued by:

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LOCAL EXCHANGE SERVICE TARIFF

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ImOn Communications, LLC

LOCAL EXCHANGE SERVICE TARIFF

SECTION 1. GENERAL

1.1 Purpose of the Company

ImOn Communications, LLC, hereinafter referred to as the Company, is authorized to provide local exchange service within the state of Nebraska as certificated by the Nebraska Public Service Commission. The Company furnishes local exchange services in accordance with this tariff on file with the Commission.

SECTION 1. GENERAL (cont'd.)

1.2 Exchange Area

1.2.1 Exchange Area Description

The exchange area includes the urban area and the rural territory surrounding the town as reflected on the exchange area map. The Company offers local telecommunications service in the South Sioux City, Nebraska exchange.

1.2.2 Exchange Area Map

A copy of the exchange area map for South Sioux City, Nebraska is on file with the Nebraska Public Service Commission.

SECTION 1. GENERAL (cont'd.)

1.3 Tariff

1.3.1 Adoption of the Tariff by the Company

The rules and regulations contained in this tariff have been adopted by the Company in compliance with all known Federal and State laws applying to the provision of telephone service.

1.3.2 Tariff Applicability

The rules, regulations and rates contained in this tariff apply to the general public located within the service area of the Company and to all services rendered by the Company except as otherwise provided for in private contracts between the Company and a customer.

1.3.3 Inspection of Company's Tariff

A copy of the Company's tariff shall be on file for inspection at the business office of the Company during normal business hours. The Company shall not refuse permission to anyone requesting to inspect its effective tariffs, nor shall it require anyone to state a reason why they wish to do so prior to permitting access.



SECTION 1. GENERAL (cont'd.)

1.4 Explanation of Symbols Used in the Tariff

- (C) Signifies a changed regulation.
- (D) Signifies a discontinued rate, treatment or regulation.
- (I) Signifies an increased rate or new treatment resulting in an increased rate.
- (G) Signifies a grandfathered rate or service. Present customers may continue service until a move, or a change of service occurs.
- (M) Signifies a matter relocated without change.
- (N) Signifies a new rate, treatment or regulation
- (R) Signifies a reduced rate or new treatment resulting in a reduced rate.
- (T) Signifies a change in text only -- no change in rate, treatment or regulation.
- (Z) Signifies a correction.

SECTION 2. RULES AND REGULATIONS

2.1 Establishment of Service

2.1.1 Application for Service

A. Applications for service will be made at the business office of the Company, by contacting the business office of the Company by telephone during normal working hours, or online on the Company's website.

B. The applicant agrees to abide by the rules and regulations of the Company as specified in this tariff on file with the Commission.

C. It shall be the responsibility of the customers or their agents to provide all easements, information and assistance as may be required by the Company for the installation of service on the customer's property. No service may be established until all easements have been provided without charge to the Company.

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.1 Establishment of Service (cont'd.)

2.1.2 Credit and Deposit Requirements

A. The Company may request a customer to make a cash deposit to establish credit or if the customer has credit that is unsatisfactory in the sole judgment of the Company.

B. The Company will pay interest on a deposit at the minimum rate established by the Nebraska Public Service Commission. Interest will accrue following acceptance of the Company.

C. In the case of residential and business service, the deposit and accrued interest will be credited to the customer's bill after six (6) months of prompt payment.

D. At time of disconnect, the deposit and any accrued interest will be applied to the customer's bill and any credit balance will be refunded to the customer.

E. A guarantor who is satisfactory to the Company will be accepted in lieu of a deposit. A guarantor's liability will be the maximum allowed pursuant to the Nebraska Public Service Commission's regulations.

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.1 Establishment of Service (cont'd.)

2.1.3 Service Charges

A. Service charges are nonrefundable charges that apply to customer initiated requests for the establishment of a class of telephone service, for the subsequent changes to that service, for reconnecting service which has been temporarily disconnected at the customer's request or for nonpayment or for the establishment of other miscellaneous services.

B. Service charges will apply to a move of a customer's service from one premises to another.

C. Service charges apply in addition to any other scheduled rates and charges normally applying under the tariffs.

D. The Company may request that service charges be payable at the time application is made for the particular service or facility or prior to the establishment of service or upon presentation of a bill.

E. Installations of inside wiring and jacks are the responsibility of the customer. Installations requiring extraordinary construction or cost will be charged according to the provisions of Section 2.9 of this tariff.

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.1 Establishment of Service (cont'd.)

2.1.3 Service Charges (cont'd.)

F. Service charges do not apply when any change is made and initiated by the Company.

G. Service charges do not apply for a customer name change if there is no lapse in billing or change in service.

H. Service charges shall consist of the following charges:

Service Ordering Charge – Per customer request for work ordered and requested to be completed at the same time. For connecting new or additional central office access lines; for changing existing service and facilities, record work or adding new or additional service and facilities, other than central office access lines; for moving existing service to new facilities.

Central Office Access Line Charge – Per central office access line or telephone number worked on, including, but not limited to the following: (a) each central office access line, (b) non-payment reconnect, and (c) move from existing facilities to new facilities.

Travel Charge – One charge applies for all work ordered and requested to be completed at the same time on the same visit.

I. For promotional purposes, the Company may, from time to time, waive the service charges to connect, move or change telephone service.

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.1 Establishment of Service (cont'd.)

2.1.4 Service Order Intervals

A. Customer requests for new access line service or for pre-wires of access line service will normally be completed by the Company within five business days of the date of the customer's order.

B. Customers requesting that the Company complete installation of new access line service or prewires of access line service in less than five business days will be required to pay expedited service order charges. The amount of the expedited charges will be equal to an Expedite Factor multiplied by the normal applicable service order charges for the work to be performed. The Expedite Factor that will be used will depend upon the number of days within which the customer is requesting that the work be completed. The Expedite Factors will apply as follows:

<u>Expedite Interval (Business Days)</u>	<u>Expedite Factor</u>
Three (3) to Four (4)	1.50
Two (2)	1.75
One (1)	2.00

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.2 Refusal and Disconnection of Service

2.2.1 Refusal of Service

Refusal of service by the Company shall occur when any of the following conditions exist:

A. An applicant is indebted to this Company for services previously rendered at the same or a different address and the applicant refuses to liquidate the debt.

B. An applicant does not agree to pay reasonable deposit, advance payment, or installation charges.

C. An applicant, though not personally liable to the Company, is attempting to return service to an indebted household and attempts are not forthcoming to liquidate the debt of that household.

D. An applicant is unwilling to provide correct information about any or all of the following: past telephone service, last employment, or previous address.

E. An applicant is in violation of governmental or Company rules and regulations concerning evasion of payment, use of service for unlawful purposes, annoyance of other patrons, interference with or destruction of service facilities, or violation of service regulations.

F. The Company may refuse to furnish or may discontinue telephone service to any person, firm or corporation upon written objection to the furnishing of such service made by or on behalf of any governmental law enforcement officer with authority to do so on the grounds that such service is or may be used for an illegal purpose.

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.2 Refusal and Disconnection of Service (cont'd.)

2.2.2 Disconnection of Service

A. The Company will not make indiscriminate disconnections without careful investigation of circumstances leading to disconnections. The Company may, however, discontinue service to any customer not abiding by or adhering to the rules and regulations of this tariff. Specifically, the Company has the discretion to disconnect service for any of the following reasons:

1. Failure to pay for services rendered, unwillingness to enter into a reasonable agreement with the Company to begin liquidating the debt, or failure to keep an agreement to liquidate a continuing debt subsequent to reasonable notice by the Company of the intent to disconnect service.
2. Failure to make suitable deposit as required by these rules.
3. The Company's facilities are damaged, tampered with or repaired by customer.
4. Access to customer property necessary to provide service is denied to the Company.
5. Use of service or Company owned facilities in an unlawful manner.
6. Use of Customer Owned and Maintained equipment by the customer which does not meet standards as specified in Section 2.6.4., or is likely to cause an unsafe or hazardous condition as defined by the Company.
7. The Company may discontinue or refuse to furnish telephone service to any person, firm or corporation who uses facilities furnished by the Company in a manner which could reasonably be considered abusive, threatening or frightening to others, or who uses Company facilities for harassment of others, or for the impersonation of another.



SECTION 2. RULES AND REGULATIONS (cont'd.)

2.2 Refusal and Disconnection of Service (cont'd.)

2.2.2 Disconnection of Service (cont'd.)

B. The following procedures will be followed before a customer will be disconnected for nonpayment of a bill:

1. The customer will have received written notice of the Company's intention to disconnect 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 will be either delivered personally in the Company's business office or mailed to either the address to which bills are customarily sent or to the address where the service is provided. The final date shall be not less than five days after the notice is rendered or, in the case of deposits, 12 days. The notice will include a toll-free or collect number where a customer can obtain additional information. In some cases, such as abandonment, notice, practically speaking, is not possible; but the Company will make every reasonable effort to provide notice to the customer.

2. Notice periods may be shortened or waived in cases of fraud or illegal use or when it is clearly indicated that the customer is preparing to abandon the service.

3. A copy of the credit and collection rules shall be furnished upon request to any applicant or to any customer undergoing disconnection proceedings.

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.2 Refusal and Disconnection of Service (cont'd.)

2.2.2 Disconnection of Service (cont'd.)

C. Whenever possible, service will not be disconnected on any Saturday, Sunday or legal holiday, or at any time when the Company's business offices are not open to the public, or after 2:00 p.m. unless the Company is prepared to reconnect services.

D. Restoration of service following disconnection by the Company for nonpayment will require payment by the customer of a Reconnect Fee. In addition to payment of the past due balance, the customer must pay the Reconnect Fee prior to reconnection.

E. Emergency medical conditions – Notwithstanding any other provision of these rules, the Company shall postpone the disconnection of service to a residential customer for a reasonable time, not in excess of 30 days, if the customer produces verification from a physician, or a public health or social services official, which states that telephone service is essential due to an existing medical emergency of the customer, a member of the customer's family, or any permanent resident of the premises where service is rendered. This written verification shall identify the medical emergency and specify the circumstances. Initial verification may be by telephone if written verification is forwarded to the Company within five days. If the written verification is not received within five days, service may be disconnected prior to the expiration of the 30-day period for postponement.

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.2 Refusal and Disconnection of Service (cont'd.)

2.2.3 Insufficient Reasons for Refusal or Disconnection of Service

The following shall not constitute sufficient case for refusal of service to a prospective customer or for disconnection of service to a present customer:

A. Delinquency in payment for service by a previous occupant, other than a member of the same household, of the premises to be served.

B. Failure to pay directory advertising charges or other unregulated charges.

C. Failure to pay for 900, 960, or 976 service calls disputed by the customer.

2.3 Initial/Minimum Contract Periods

A. Except as hereinafter provided or specifically stated in this tariff or where service is provided under a special written agreement, the initial (or minimum) contract period for all services shall be one month. Customers taking service for less than the minimum period will be billed for a minimum monthly charge including installation and other non-recurring charges, if any, as specified under the appropriate rate schedule.

B. The length of contract period for directory listings, where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the customers to the day the succeeding directory is first distributed to the customer.

C. Where the provision of service requires special or non-standard types of arrangements of equipment or makes it necessary to construct or install additional or special facilities or equipment, the company may require that a written contract be executed between the Company and the customer providing for a minimum contract period of more than one month at the same location.

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.4 Termination or Cancellation of Service by the Customer

2.4.1 General

Service may be terminated after the expiration of the initial contract period, upon the Company being notified, and upon payment of all charges due to the date of termination of the service. All cancellation or termination requests made to the Company by the customer shall be made at least five business days in advance of the desired termination date.

2.4.2 Cancellation Prior to Installation

When cancellation occurs prior to the start of installation or service by the Company, no charges will apply. Installation of facilities for a customer is considered to have started when the Company has incurred any expense in the connection therewith, or the preparation thereof, which it would not have otherwise incurred, provided the customer had advised the Company to proceed with such installation.

2.4.3 Termination Prior to Expiration of Contract Period

Service may be terminated prior to the expiration of the initial contract period upon notice being given to the Company, and upon payment of the termination charges specified hereunder, in addition to all charges due for service which has been furnished:

1. Where service for which the initial contract period is one month, the charges due include payments for the balance of the initial month.
2. In the case of directory listings where the listing has appeared in the directory, the charges may be due through the end of the directory period.
3. Contracts for periods of longer than one month covering services whose installation required line extensions may be terminated upon payment of all charges that would accrue to the end of the contract period, or the contract will be transferred to a new applicant who is to occupy the same premises and will subscribe to the service effective on the day following termination by the original customer.

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.5 Billing Procedures and Payment Requirements

2.5.1 General Policies

A. The customer is required to pay all charges for exchange services and facilities and for toll messages including calls placed from the customer's telephone, calls charged to the customer's telephone number, and collect toll messages which have been accepted at the customer's telephone.

B. Recurring charges will be billed monthly in advance and toll charges will be billed in arrears. Non-recurring and toll charges shall be assessed at the time such service is provided and billed as a part of the next regular monthly bill. When service does not begin or end on the first day of a billing month, the charges or fractional part thereof will be prorated in the ratio number of days involved to thirty (30) days.

C. Special billing may be made by the Company to any customer where the total amount due the Company becomes unusually high without valid reason, or when the customer cancels service. Any special billing not paid on demand shall be considered delinquent.

D. Bills to customers will be electronically generated and can be mailed, emailed, or seen online. Local and long distance details can be seen online or on request.

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.5 Billing Procedures and Payment Requirements (cont'd.)

2.5.1 General Policies (cont'd.)

E. If a dispute between the customer and the Company occurs regarding any bill, prompt investigation will be made and the results given to the customer. During the investigation, disconnection of service will not occur provided the balance of the bill not in dispute is paid. If the investigation does prove the disputed billing is correct under the regulations of the Commission, and the customer still will not pay the amount due, the Company may then disconnect service. The customer, or the Company, may make application to the Commission for review. Its decision will be final, subject only to legal redress as the parties involved may choose to exercise. The Commission may prohibit such disconnection pending review of the dispute.

F. An adjustment of charges for billing errors by the Company will be made for the full amount of excess charges for a period not to exceed three (3) years, where such charges can be validated by Company records. When the period during which a billing error has been effective and the exact amount of the billing error cannot be determined from available records, the maximum refund will not exceed an estimated amount equal to such overbilling for a six month period.

G. The Company will maintain records of past customers for a period of six months after termination. The Company shall make these records available to other utilities engaged in credit checks in accordance with Federal laws.

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.5 Billing Procedures and Payment Requirements (cont'd.)

2.5.2 Taxes and Surcharges

A. Any taxes or surcharges levied or imposed on the Company by any taxing authority or other governmental agency, such as the Federal Communications Commission (FCC) or the Nebraska Public Service Commission for direct charge to the customer shall be added to the customer's regular monthly billing. These taxes and surcharges will be charged on a proportionate basis to all customers receiving service within the jurisdiction of such governmental agency. Such taxes and surcharges include sales taxes, federal excise taxes, applicable franchise taxes, occupation taxes, license taxes, E-911 Surcharge, TRS Surcharge, FCC Subscriber Line Charge or other charges as may be mandated by the FCC, the Nebraska Commission or any taxing authority or governmental agency having jurisdiction over the Company.

B. Telecommunications Relay Service (TRS) Surcharge – The TRS Surcharge, f/k/a the Nebraska Dual Party Relay Surcharge, is five cents (\$.05) for the first one hundred (100) telephone numbers or functional equivalent per subscriber per month.

2.5.3 Insufficient Funds Checks

A. Checks on banks will be accepted for payment of bills or other amounts due to the Company.

B. An Insufficient Funds Check Charge will apply if the customer submits payment for service using an insufficient funds (a/k/a/nonsufficient funds (NSF)) check. This charge will be due at the time the customer makes good the insufficient funds check.

C. In the event a customer provides the company with an NSF check for nonpayment of service after the due date for the current month's bill, the customer will need to make good the insufficient funds check within twenty-four (24) hours of receipt of the insufficient funds check to avoid disconnection of service. If the insufficient funds check is received prior to the due date for the current month's bill, the customer must make good the insufficient funds check within seventy-two (72) hours of receipt of the insufficient funds check or by the current month's bill due date, or service will be disconnected.

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.5 Billing Procedures and Payment Requirements (cont'd.)

2.5.3 Insufficient Funds Checks (cont'd.)

D. The responsibility for confirming that a check can be returned the second time for payment will rest with the customer. The customer will call the bank, who in turn will call the business office verifying that there are adequate funds for the returned check.

E. If any customer renders three (3) insufficient funds checks during a twelve (12) month period the Company shall notify the customer that subsequent payments must be made in cash, cashiers checks or money orders. After the Company receives the second insufficient funds check within a twelve (12) month period, the business office will notify the customer of the Company's policy regarding insufficient funds checks.

2.5.4 Late Payment Charges

A. All bills not paid before the last date for timely payment shall be subject to a late payment charge.

B. The Late Payment Charge does not apply to unpaid balances associated with disputed amounts.

C. Each account shall be granted not less than one complete forgiveness of late payment charges each calendar year. The customer will be notified that this forgiveness has been used by first class mail or by telephone.



SECTION 2. RULES AND REGULATIONS (cont'd.)

2.6 Responsibilities of the Customer

2.6.1 General

A. Customers of the Company shall be responsible for the prompt payment for all services rendered by the Company. Failure to receive a bill for any given period of time will not relieve the customer of the customer's financial obligation. Payments may be made to the Company business office in person or by mail or may be dropped off at authorized drop-off locations. Only properly appointed and identified employees or agents of the Company are authorized to receive customers' payments.

B. In no case shall a customer be required to pay any sum to an employee of the Company or to anyone alleging to be agents of the Company except as provided herein. Any customer who makes such unauthorized payments may still be obligated to pay the company if the Company is unable to recover all or part of such sums taken by unauthorized persons.

C. The customer may not damage, tamper with or attempt to repair any company-owned facilities on the customer's premises, or apparatus connected to such without written consent of the Company. In the event there is available evidence that a customer has manipulated or tampered with any service or Company-owned facilities, the Company shall have the right to immediately discontinue service without notice. The customer is responsible for and shall be liable for damages to the facilities of the Company caused by negligent or willful acts of the customer or the customer's authorized agents and users, including the reimbursement of the Company for any losses through theft, fire, or vandalism occurring as a result of such negligence.

D. In no case shall the Company be required to work in an unsafe or hazardous condition, or to place in jeopardy or possible harm its personnel or facilities.

E. 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 current charges for such changes.

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.6 Responsibilities of the Customer (cont'd.)

2.6.2 Access to Customer Premises

A. A properly identified employee of the Company shall have access to the premises of a customer at all reasonable times for the purpose of conducting business.

B. If after a reasonable effort and proper notice on the part of the Company, access cannot be gained to the premises, the Company may discontinue service if there is a requirement to do so until such access can be gained.

2.6.3 Change of Occupancy

A. When a change of occupancy or legal responsibility takes place on any premises served by the Company, notice shall be given in writing or verbally within a reasonable time prior to such change. The outgoing customer is responsible for all service charges, including toll, until such notice has been received by the Company. No new incoming service under this section shall be provided for the indebted outgoing customer until all prior indebtedness of the customer has been resolved to the satisfaction of the Company.

B. In the event a home or business changes ownership during the period and a special contract or unpaid construction charges remain, the previous owner must arrange to satisfy the old agreement with the Company or make arrangements satisfactory to the Company for a new owner to assume the obligation for the balance of the application.

C. The Company is not responsible for errors, delay or expense resulting from procedures other than those defined in this tariff.

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.6 Responsibilities of the Customer (cont'd.)

2.6.4 Customer Owned and Maintained Equipment (COAM)

A. Customer provided terminal equipment and customer provided communication systems may be connected with the facilities furnished by the Company for telephone services as provided in these conditions and as set forth in the FCC registration program contained in Part 68, Chapter 1, Title 47 of the Code of Federal Regulations. The customer is responsible for all installation, operation, maintenance and compliance to all laws, rules and regulations for equipment and facilities provided by the customer for interconnection with the Company's facilities in accordance with the rules governing customer owned and maintained equipment (COAM) as set forth in this section. Any damage or harm caused by customer actions or failure to act on the customer side of the point of interconnection shall in no way be a liability of the Company.

B. Where telephone service is used in connection with customer provided terminal equipment or communication systems, the operating characteristics of such equipment or systems shall be such as to:

1. Not interfere with any service offerings by the Company.
2. Not endanger the safety of Company employees or the general public.
3. Not damage, require change in or alteration of equipment or other facilities of the Company.
4. Not interfere with the proper function of the Company's equipment or facilities.
5. Not impair the operation of the telephone network or otherwise injure the public in its use of the Company's services.

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.6 Responsibilities of the Customer (cont'd.)

2.6.4 Customer Owned and Maintained Equipment (COAM)(cont'd.)

C. Upon notice from the Company that the customer provided equipment or system is causing or is likely to cause a hazard or interference, the customer shall make such changes as shall be necessary to remove or prevent such hazard or interference. The customer shall be responsible for the payment of all Company charges for visits by the Company to the customer's premises where a service difficulty or trouble report results from customer provided equipment or facilities.

D. The Company shall not be responsible for the installation, operation or maintenance of any customer provided equipment or systems. Telephone service is not represented as adapted to the use of such equipment or systems. Where such equipment or systems are connected to Company facilities, the responsibility of the Company shall be limited to the furnishing, operation and maintenance of such facilities in a manner suitable for telephone service. The Company shall not be responsible for the through transmission of signals generated by customer provided equipment or systems, or the quality or defects in such transmission, or the reception of signals by customer provided equipment or systems.

E. The Company shall not be responsible to the customer if changes in these conditions or in any of the facilities, operations or procedures of the Company render any customer provided equipment obsolete or require modification or alteration of such equipment or otherwise affect its use or performance.

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.6 Responsibilities of the Customer (cont'd.)

2.6.4 Customer Owned and Maintained Equipment (COAM)  
(cont'd.)

F. Where any customer provided equipment or systems are used with telephone service in violation of any of these conditions, the Company will take such immediate action as necessary for the protection of the network and will properly notify the customer, in writing, of the violation. The customer shall discontinue such use of the equipment or system or correct the violation and shall confirm in writing to the Company within two (2) days following the receipt of written notice from the Company that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above shall result in suspension of the customer's service until such time as the customer complies with the provisions of this tariff.

G. The customer with COAM equipment interfacing with the facilities of the Company is responsible to determine whether the COAM equipment is operating properly prior to reporting any trouble to the Company. The Company is not obligated to make any tests of its facilities until the customer has completed testing the COAM facilities and determined the trouble to be in the Company's equipment. If the Company finds upon testing that the trouble was in the COAM equipment and not in the Company's equipment, a Service Order Charge will apply. If a trip is required to the customer's location, a Travel Charge will apply.

2.6.5 Unauthorized Attachments

Unauthorized attachments to facilities provided to the customer may be removed by the Company without notice. Where it can be reasonably determined that the customer intended to defraud or avoid payment to the Company, complete service may be revoked and the customer may be held liable for back charges for services and installation of the unauthorized attachment, as though the Company had installed the service.

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.6 Responsibilities of the Customer (cont'd.)

2.6.6 Use of Service for Unlawful Purposes

All Company service is provided subject to the condition that it will not be used for any unlawful purpose; nor may the Company operate outside the law or allow to be operated any service or facilities belonging to the customer, or the Company, which might be or could become a danger or hazard to the employees, property, or agents of the Company or the public in general. Any damages, injuries, or harm caused by the negligence of the customer shall be the responsibility of the customer and in no case may the Company be held liable.

2.7 Responsibilities of the Company

2.7.1 General

A. The Company's obligation to furnish local exchange telephone service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for such facilities.

B. The Company shall make its services available to applicants in accordance with the terms and conditions in this tariff and under the jurisdiction of the Nebraska Public Service Commission.

C. This tariff of the Company governs the outgoing service of a customer and in no manner guarantees the customer the same incoming service.

D. The Company shall not be responsible for the customer's conformance to any applicable laws, regulations or ordinances, or for any harm caused by the customer's neglect.

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.7 Responsibilities of the Company (cont'd.)

2.7.2 Telephone Directories

The Company does not produce or distribute telephone directories. However, upon request, the Company will facilitate the customer's listing within Lumen's directory.

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.7 Responsibilities of the Company (cont'd.)

2.7.3 Use of Connecting Company Lines

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

2.7.4 Defacement of Premises

The Company shall exercise care in all work done on a customer's premises. No liability shall attach to the Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Company's facilities, or by the installation or removal thereof, unless such defacement or damage is the result of the negligence of the Company, or its employees.



SECTION 2. RULES AND REGULATIONS (cont'd.)

2.7 Responsibilities of the Company (cont'd.)

2.7.5 Service Interruption

A. In the event of a service interruption, restoration of service, to the extent practical, will be made in the following sequence:

1. Emergency services to: Medical, Fire, Law Enforcement, Highway maintenance, Civil Defense and other utilities.
2. Business
3. Residence
4. Public Telephones
5. All other facilities not affecting main station service.

B. The Company does not guarantee uninterrupted service. In the event the customer's service is interrupted and service outages are properly reported by the customer and for which the customer is not at fault, nor negligent, an adjustment to the regular monthly service charge is allowed as follows:

1. No allowance is given for a service outage whose duration is less than twenty-four (24) hours after receipt of the outage notice from the customer.
2. In the event the customer's access line service is interrupted in excess of twenty-four (24) hours after being reported or found to be interrupted, the Company shall, upon request, refund the pro rata portion of the month's charge for the period of days during which such access line service was interrupted. Provided however, if access line service is interrupted as the result of widespread disaster, and other than by the negligence or willful act of the Company, no refund shall be required unless the access line service remains interrupted for a period in excess of seven (7) days. This refund may be accomplished by a credit on a subsequent bill for local exchange service.

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.7 Responsibilities of the Company (cont'd.)

2.7.5 Service Interruption (cont'd.)

C. Customers eligible for a refund shall notify the Company, specifying the outage period, date and time of restoration. The Company will, upon verification, make appropriate adjustments in its next regular billing. No other liability shall in any case attach to the Company due to interruptions of service.<sup>6</sup>

2.7.6 Limits of Company Liability

A. The Company will exercise all reasonable diligence to furnish and deliver regular and continuous service to the customer but will not be liable for damages caused by interruption, shortages, irregularities or failures due to accidents, interference by third parties or conditions beyond the reasonable control of the Company.

B. When, in the judgment of the Company, the continued provision of service becomes unsafe; or where Federal, State or local regulations place operational restriction(s) upon the Company because of unsafe or hazardous situations, or other unusual conditions including strikes or lockouts; service as provided for in this tariff may be temporarily suspended by the Company. In so doing, the Company shall endeavor to minimize such suspension. However, the Company assumes no liability for the inconvenience or damages suffered by the customer during such periods.

C. The company reserves the right to temporarily suspend service when repair, modification or improvement to the system is necessary. If not precluded by emergency conditions, the Company will make a reasonable effort to give notice to the customer either through the use of public media or individual communication. Repairs or improvements will be completed expeditiously and so far as it is reasonably possible, the work will be performed at a time that will cause the least amount of inconvenience to the customer.

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.7 Responsibilities of the Company (cont'd.)

2.7.6 Limits of Company Liability (cont'd.)

D. The customer's facilities and equipment shall conform to all applicable laws, regulations, or ordinances as may be effective and the conditions of this tariff. The Company does not express, imply or warrant the adequacy, safety or other characteristics of customer-owned or operated equipment by virtue of any inspection or rejection of facilities. The Company shall not be held liable in any way for customer-owned and maintained equipment which causes or may cause a hazardous, unsafe or dangerous condition, or threatens the health of others, even though such facilities were inspected by the Company.

2.8 Customer Complaints

A. Customer complaints against the Company shall be made first directly to the Company. The Company shall allow complaints to be accepted and processed in a simple manner and form. Every complaint shall be promptly investigated in a fair manner and the results reported to the complainant. If the report of the investigation is made orally, the Company shall provide the complainant, upon request, the report in writing. If the Company fails to resolve a complaint to the satisfaction of the complainant, the Company shall, upon request, inform the complainant of the availability of the Commission to review the Company's investigation and the Company shall provide the complainant with the address and telephone number of the Commission.

Complaints to:

**Toll Free: 1(800)526-0017**

Nebraska Public Service Commission  
300 The Atrium, 1200 "N" Street  
Lincoln, Nebraska 68508  
Tel.: (402) 471-3101  
Fax: (402) 471-0254  
TDD: (402) 471-0213  
Website: [www.psc.nebraska.gov](http://www.psc.nebraska.gov)

B. The Company shall refrain from suspending or terminating service for non-payment during the pendency of a complaint before the Company or the Commission, unless otherwise provided by the Commission; provided however, that as a condition of continued service during the pendency of such dispute, a customer shall pay the undisputed portions of any bill for service.

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Issued: January 13, 2025

Effective: January 23, 2025

Issued by:

Patrice M. Carroll, CEO  
101 3<sup>rd</sup> Avenue SW, Suite 200  
Cedar Rapids, IA 52404

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.9 Special Services and Construction

A. All rates and charges set forth in this tariff are for the provision of service, equipment, and facilities in normal locations, and under normal working conditions as defined by the Company. When special installation, construction or modification of facilities, equipment, operations or services is required or when other unusual service is performed, additional charges may apply and will be developed as such conditions require. Special charges may arise when, at the request of the customer, the Company constructs or installs facilities in order to provide service, or undergoes significant changes in operation to provide the requested service, and one of the following conditions exist:

1. There is no general requirement for the facility or service other than that of the customer requesting the facility or service.

2. The facilities or service are of a type other than that which the Company would normally provide.

3. The Company must purchase, construct or otherwise incur greater expense to provide the requested facilities or service than it would otherwise deem necessary in order to fulfill the initial service requirement.

4. The Company is required to expedite service at a greater expense than that which it would otherwise incur.

5. The Company constructs or provides temporary facilities or service for a period during which permanent facilities are under construction or not required. When the revenue to be derived from the service is not sufficient to warrant the Company assuming special construction or service cost or when costs are sufficient to unduly restrict the operating capital of the Company, the customer may be required to pay all or a part of such cost.

B. Special services and facilities, may be furnished pursuant to special contract for such period as may be agreed upon, provided such special service or facility or the use made thereof is not unlawful and does not interfere with the telephone service furnished by the Company.

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.9 Special Services and Construction (cont'd.)

C. In the event any such special service or facility or the use made thereof interferes with the furnishing of telephone service by the Company, the Company may terminate such contract and cease to furnish such special service or facility after thirty (30) days written notice to the customer.

D. Applicants who desire special services and constructions normally covered by the tariff may request an estimate of the cost, time to construct and probable monthly recurring charge for the provision of such services. The company will arrange for an inspection of the property and take whatever action necessary to develop the appropriate cost estimate as soon as possible. Special construction estimates shall take into account all pertinent information regarding the Company's plans for expansion and new construction, other service potentials, additional customers and related information.

E. Upon completion of the estimate and approval by the company, the applicants may, at their option, do any of the following:

1. Contract with the Company to construct the required facilities in accordance with terms and conditions to which both parties mutually agree. Such contract shall not be valid, or binding on either party until approved by the telephone company.

2. Undertake to construct their own facilities and interconnect with the Company at a point of interconnection acceptable to both parties and in accordance with the rules and regulation governing customer owned and maintained equipment (COAM) contained elsewhere in this tariff.

3. Notify the Company that the application is being withdrawn and terminate further proceedings without incurring any liability or obligation.

### SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

#### 3.1 Local Exchange and Extended Area Service

##### 3.1.1 Description of Local Exchange Service

Local exchange service is available to the general public. In addition to providing for communication between stations within an exchange area, local exchange service is used to establish and maintain connection between an exchange station and other facilities in connection with interexchange service or extended area service calls.

##### 3.1.2 Description of Extended Area Service

A. Extended Area Service (EAS) is interexchange telephone service that is offered in conjunction with Local Exchange Service. Where EAS is offered between two or more exchanges, a customer in one exchange is able to place a call to the other exchange or exchanges with which EAS is offered without being assessed a long distance toll charge. If, however, the customer elects to place the call through a long distance operator or by direct dialing the call using long distance calling procedures, the call will be classified as a toll call and the customer that placed the call, or the customer that accepted charges for the call, will be billed the applicable toll charges for the call.

B. EAS is not designed for continuous uninterrupted service by a single customer.

SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES (cont'd.)

3.1 Local Exchange and Extended Area Service (cont'd.)

3.1.2 Description of Extended Area Service (cont'd.)

C. In an exchange where EAS is available, it is provided to all customers within the exchange. EAS Service is available in the following exchanges:

<u>Exchange</u>	<u>EAS to Exchange Service Area Of</u>
South Sioux City, NE	Sioux City, IA Dakota City, NE Hinton, IA Merrill, IA North Sioux City, SD Sergeant Bluff, IA Homer, NE

3.1.3 Application of Rates

A. Rates for local exchange service are applied per access line ordered by the customer. Access line rates may vary depending upon the exchange area for which the customer requests service. The access line rate for local exchange service entitles the customer to calls to all local stations connected to a central office of the same exchange and, if EAS is available, to all local stations served by central offices of the extended area service exchanges.

B. Business and Residence Access Lines are available from the Company. Business Access Line Rates will apply at the following locations:

1. Offices, stores, factories, mines, and all other places of a strictly business nature.
2. Boarding houses, except as noted in Section 3.1.3. C.2. In offices of hotels, halls, and offices of apartment buildings; quarters occupied by clubs or lodges; public, private or parochial school or colleges, hospitals, libraries and other similar institutions.
3. Residence locations where the customer has no regular business telephone and when Directory Advertising or other forms of business advertising are used in association with such locations or numbers.

SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES (cont'd.)

3.1 Local Exchange and Extended Area Service (cont'd.)

3.1.3 Application of Rates (cont'd.)

B. Business and Residence Access Lines are available from the Company. Business Access Line Rates will apply at the following locations: (cont'd.)

4. Any location where the listing of service at that location indicates a business, trade or profession, except as specified below.

5. Residence locations where the customer has no regular business phone and his/her principal income is derived from public sale of goods or services (as in the case of distributors of household products or carpenters who contract their services).

C. Residence Access Line Rates apply only at the following locations:

1. Location used exclusively as a private residence except as provided in 3.1.3.B.

2. Private apartments of hotels, rooming houses, or boarding houses where service is confined to the customer's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than ten boarders, provided business listings are not furnished.

3. The place of residence of a clergyman or nurse, and in the place or residence of a physician, surgeon, or other medical practitioner, dentist or veterinarian, provided the customer does not maintain an office in the residence.

4. College fraternity or sorority houses where individual access line service is provided.



SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES (cont'd.)

3.1 Local Exchange and Extended Area Service (cont'd.)

3.1.3 Application of Rates (cont'd.)

D. A Service Order Charge will apply to all customer orders for Local Exchange Service access lines from the Company.

E. From time to time, the Company may offer special promotions waiving the monthly rates or installation charges for certain features or services.

SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES (cont'd.)

3.2 Direct-Inward-Dialing

3.2.1 General

A. Direct-Inward-Dialing (DID) service is a special trunking arrangement which permits incoming calls from the exchange network to reach a specific Private Branch Exchange (PBX) station directly without an attendant's assistance. DID service may be provided where CO facilities are available and where the customer-provided switching equipment (PBX) capabilities permit. The PBX must comply with Part 68 of the Federal Communications Commission's Rules and Regulations (47 CFR Part 68).

B. Sequential numbers may be assigned if blocks of numbers are available and at the discretion of the Company. Blocks will be assigned in groups of twenty-five (25) or one hundred (100) numbers and must be in use within six (6) months of the request. If not in use, the Company will reclaim numbers.

3.2.2 Application of Rates

Monthly charges for DID Service will apply as described in Section 5 following. In addition, a federal Subscriber Line Charge (SLC) and all applicable surcharges will apply per trunk.

SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES (cont'd.)

3.3 Trunk Hunting

3.3.1 General

A. Trunk hunting service applies for any business main line or PBX trunk arranged for hunting. The access lines or trunks are arranged in such a way that even though the same telephone number is dialed, the first available trunk is selected, regardless of the trunk number. Trunk hunting applies to all but the last line arranged.

B. Trunk hunting does not apply to: Trunks with DID, digital switched service except the data trunks, residence lines and outward only lines/trunks.

C. Trunk hunting is furnished only when the necessary facilities are available.

3.3.2 Application of Rates

A. There are no charges for trunk hunting.

SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES (cont'd.)

3.4 Custom Calling Features

3.4.1 General

Certain optional features, called Calling Features, are available to customers as enhancements to Local Exchange Service. The available features are described in Section 4 of this tariff.

3.4.2 Application of Rates

A. Calling Features are charged at monthly rates per access line. Calling Feature charges are in addition to monthly charges for Access Line Rates.

B. No Service Order Charges apply for ordering any Calling Features.

C. From time to time, the Company may offer special promotions waiving the monthly rates for certain Calling Features or packages of features. In addition, the Company may, from time to time, offer special promotions waiving the monthly rates or installation charges, in conjunction with other services.

SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES (cont'd.)

3.5 Toll Blocking Service

3.5.1 General

Toll Blocking Service provides denial of outgoing 0+ and 1+ long distance calls for central office access lines and trunks.

A. This service is provided only where central office capabilities permit the offering

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.

3.5.2 Application of Rates

Customers subscribing to Toll Blocking Service will be assessed a non-recurring charge to establish said service and a recurring monthly rate.

SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES (cont'd.)

3.6 Directory Assistance Service

3.6.1 General

Directory Assistance Service, as made available by the Company through this tariff, provides, upon customer initiated request from this Company's territory, published and non-listed telephone numbers within the same area code or Number Plan Area (NPA) from which the request is being initiated, i.e. within the 402 area.

3.6.2 Application of Rates

A. The Directory Assistance Charges specified in this tariff apply when a customer initiates a call to Directory Assistance from the Company's serving territory and requests a telephone number within Nebraska and within the same area code or Number Plan Area (NPA) from which the request is being made.

B. Directory Assistance Charges shall be billed to the customer on a per call basis.

C. Directory Assistance Charges are not applicable to:

1. Calls placed from Semi-Public Telephones.

2. Calls placed from hotels and motels.

3. Calls from hospitals that have, as their principal undertaking, the medical and surgical care of the sick and disabled and which provide telephones in the majority of the patient rooms.

SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES (cont'd.)

3.6 Directory Assistance Service (cont'd.)

3.6.2 Application of Rates (cont'd.)

C. Directory Assistance Charges are not applicable to:  
(cont'd.)

4. Calls placed from residence telephones where a member of the customer's household has been certified by a qualified authority as unable to use a directory or from the business telephone of a certified customer where other assistance is not available. A qualified authority is defined as including Doctor of Medicine, ophthalmologists, optometrists, registered nurses, therapists, professional staffs of hospitals, institutions and public welfare agencies. Certification of physical disability sufficiently severe to prevent reading or using conventional reading materials may also be made by professional librarians or by any person whose competence in this area is acceptable to the Librarian of Congress of the United States. The Directory Assistance provided under this exemption is to be used for personal use only and may not be resold.

5. Calls placed to Directory Assistance by an operator in connection with operator-handled local and long distance calls.

SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES (cont'd.)

3.7 Directory Listing Service

3.7.1 General

A. The regulations for directory listings, as provided in this section of the tariff, apply only to the information records and the alphabetical directory or that section of the directory containing the regular alphabetical list of names of customers.

B. The alphabetical list of names of customers is designed solely for the information of calling parties. Special arrangements of names are not permitted, nor are any forms of listing permitted which do not facilitate directory service or are otherwise objectionable or unnecessary for purposes of identification.

C. The Company reserves the right to limit the amount of space that a listing will occupy in the directory by use of abbreviations when, in its judgment, the clearness of the listing or the identification of the subscriber is not thereby impaired.

3.7.2 Primary Listing

A. Each subscriber is entitled to one free directory listing, termed the Primary Listing.

B. A Primary Listing will be provided for each separate service ordered by the customer. When two or more lines or PBX trunks are consecutively operated, the first number of the groups is considered the primary listing. Additional stations will not be entitled to extra listings without charge.



SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES (cont'd.)

3.7 Directory Listing Service (cont'd.)

3.7.2 Primary Listing (cont'd.)

C. The names listed in Primary Listings shall be limited to one of the following:

1. The individual name of the customer.
2. The individual name of a member of the customer's family.
3. The names of two members of a customer's family (i.e. Smith, John & Jane).
4. The name under which the customer or joint user is actually doing business, as evidenced by signs on the premises, by letterheads, and by the name under which a bank account is maintained.
5. The name under which a business is actually being conducted by someone other than the customer and which the customer or joint user is authorized by such other to use.
6. The names of departments when such listings are deemed necessary from a public reference viewpoint.

D. Whenever any question arises as to the right of a customer to either list the name of a business which he claims he is authorized to represent or to use a listing which includes the trade name of another, the Company shall require the customer to secure from the owner of such name, written authorization, addressed to the Company, to accept for insertion or continue to use such name or listing. The Company may refuse to accept or may delete such listing if such written authorization is withdrawn by such owner in writing to the Company.

SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES (cont'd.)

3.7 Directory Listing Service (cont'd.)

3.7.3 Non-Published Service

A. Non-Published Service will be provided to customers who request that the Primary Listing be omitted from the directory and from the information records; i.e., their name and address would not be available from Directory Assistance.

B. When non-published service is 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 non-published service.

3.7.4 Non-Listed Service

Non-Listed 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.

3.7.5 Additional Listings

Additional listings may be furnished with business, residence, or pay telephone service for persons who occupy the same premises at the rates shown herein. An additional listing may include the same address and telephone number as the primary listing.

3.7.6 Alternate Call Listing

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.

3.7.7 Cross Reference Listings

Cross reference listings are permitted when their use will facilitate the handling of telephone calls.

SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES (cont'd.)

3.7 Directory Listing Service (cont'd.)

3.7.8 Extra Line Listings

Extra line listings include captions, subheadings or any additional text requested by the customer that requires additional lines in the directory.

3.7.9 Foreign Listing

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.

3.7.10 Application of Rates

A. There are no charges for Primary Listings.

B. Charges for Non-Published Numbers, Extra Listings and Foreign Exchange Listings will be applied on a monthly basis. Multi-line customers desiring to have only their main billed telephone number listed in the directory will not be charged the monthly charges for Non-Published Numbers for the telephone numbers behind the main billed telephone number.

C. When Directory Listing Services are requested with the original order for Local Exchange Service, additional Service Order Charges will not apply. When any Directory Listing Service is ordered or changed after Local Exchange Service is initially ordered, a Service Order Charge will apply.

D. Charges begin from the time the listing is posted on information records. Information records are posted at the time application for the listing is made, or at the date of issue of the directory, as the customer may desire.

SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES (cont'd.)

3.8 Foreign Exchange Service

3.8.1 General

A. Foreign Exchange Service (FX) is a special access 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 access circuit between the two exchanges.

B. Local Exchange is the exchange in which the customer premises equipment is located and in which service is provided.

C. Serving Exchange is the exchange in which the service central office is located.

D. Contiguous Exchanges are adjoining exchanges which share a common boundary.

E. Non-contiguous Exchanges are exchanges which do not share a common boundary.

SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES (cont'd.)

3.8 Foreign Exchange Service (cont'd.)

3.8.1 General (cont'd.)

F. FX Service will be limited to business and residence individual central office access line service, or PBX trunks, when facilities for its provision are available.

G. 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 listings in the alphabetical and/or classified directories covering the local or other exchanges may be provided at the rates effective in those exchanges.

H. Customers with FX Service are required to subscribe to central office access line 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 FX Service.

I. Calls beyond the local calling area of the serving exchange will not be permitted.

3.8.2 Application of Rates

A. Serving Exchange (dial tone provider) rates would be as follows: (a) business or residence "central office access line" rates would apply, plus any possible mileage rates for outside of the exchange rate area; plus, (b) applicable special access rates contained in the Serving Exchange.

B. Local Exchange (non-dial tone provider) rates would be as follows: (a) business or residence "central office access line" rates would apply, plus any possible mileage rates for outside of the base rate area; plus, (b) applicable special access rates contained in the Serving Exchange.

SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES (cont'd.)

3.9 Resale and Shared Services

3.9.1 General

A. The Company will provide central office access lines to any landlord, owner, tenant association, or other affiliated group for the purpose of reselling or sharing local exchange services to occupants of a building or complex of buildings with a community of interest. Community of interest normally indicates joint or common ownership, but other factors may be considered.

B. All persons (end-users) or occupants in a building or complex of buildings shall be permitted to subscribe to local exchange service from the Company.

C. The local resale or shared use supplier is required to subscribe to a sufficient number of access lines to assure the local network is not impaired and shall provide adequate facilities to its customers.

D. The Company is responsible for transmission quality up to the point of demarcation with the resale/shared use supplier. Transmission quality on the customer side of demarcation shall be the responsibility of the resale/shared use supplier.

E. The local resale/shared use supplier shall be responsible for providing local exchange telephone directories to its customers. The Company shall provide the resale/shared use supplier a directory in accordance with this tariff.

3.9.2 Application of Rates

The telephone rates charged to resale or shared use providers of service shall be on the same basis as business service.

SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES (cont'd.)

3.10 Miscellaneous Services

3.10.1 Billed Number Screening Service

- A. Billed Number Screening Service prevents 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.
- C. This service is available only where facilities permit.
- D. Subscribers to Billed Number Screening Service will be accessed a non-recurring charge to establish said service.

3.10.2 Special Billing Arrangements

- A. Special Billing Arrangements encompass charges or rates which are applicable for specialized toll services.
- B. Special billing numbers may be provided in conjunction with all classes and grades of service.
- C. The minimum period for which this service may be offered is two (2) months.
- D. Subscribers to Special Billing Arrangements will be accessed a non-recurring charge to establish said service and recurring monthly rate.

SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES (cont'd.)

3.10 Miscellaneous Services (cont'd.)

3.10.3 Blocking of Pay-Per-Call Services

A. The Company shall, where technically feasible, and only upon request of the subscriber, on an individual numbering plan (NPA) basis or NXX basis, provide blocking of the following two options: (1) all 900 NPA, 960 and 976 NXX numbers; (2) all 960 and 976 NXX numbers. Such blocking shall be provided without interruption of other services.

B. Initial blocking requests shall be offered at no charge to the customer. For all subsequent blocking requests, a non-recurring charge will apply for each request.

C. All requests by the customer to remove blocking must be submitted to the Company in writing.

3.10.4 Local Number Portability (LNP)

A. LNP allows a customer to switch its local service provider while retaining the same telephone number at the same location which is referred to as porting a number. LNP permits incoming dialed calls to a telephone number assigned by the Company to be routed to a connecting company end office, utilizing number portability of the Company's end office switch.

B. Each number ported to the Company or from the Company will be charged a non-recurring charge per number ported.

3.10.5 Vacation Rate Service

A. Vacation Rate Service is available for vacation purposes at a reduced rate for all customers.

B. The minimum period for which this service may be provided is 60 days; the maximum is 120 days during any 12-month period.

C. The monthly rate will be 50% of the regular rate for the service suspended. No other service charges will apply for the suspension and subsequent restoration of service.

D. The rates may be billed in total prior to the establishment of Vacation Rate Service, or monthly, at the option of the Company.



SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES (cont'd.)

3.10 Miscellaneous Services (cont'd.)

3.10.6 Presubscription

A. Presubscription is the process by which end user customers may select and designate to the Company an interexchange carrier to place, without any special codes, their interLATA and intraLATA calls.

B. An end user may select a primary interexchange carrier for all of its lines, or it may indicate a different interexchange carrier for each of its lines. Only one interLATA and intraLATA carrier may be selected for each line terminating in the same hunt group.

C. After the end user's initial selection of an interLATA and intraLATA carrier or the designation that they do not want to presubscribe to any interexchange carrier, the end user will be charged for any change in selection after conversion to Equal Access. This nonrecurring charge will be billed to the end user who is the subscriber to the Local Exchange Access Service. It is in addition to the interstate presubscription charge.

D. In the event the end user is incorrectly presubscribed, due to an error on the part of the Company, no charge shall apply.

E. In the event an end user is incorrectly presubscribed due to an error on the part of the interexchange carrier, and the interexchange carrier is unable to document such an assignment, the Company will apply the charge to the responsible interexchange carrier and assign the end user to an interexchange carrier of the end user's choice.

## SECTION 4. DESCRIPTIONS OF CALLING FEATURES

### 4.1 Custom Calling Features

These optional features offer the customer greater convenience in the use of their telephones. Calling Features offered by the Company include the following:

Adaptive Dialing allows a customer to have abbreviated dialing patterns for numbers which are placed in their calling group. The Company is responsible for adding and deleting members to the group.

Anonymous Call Rejection allows a customer of Caller Identification (Caller ID) – Name and/or Caller ID Number to reject calls for which calling name/number display has been intentionally blocked.

Automatic Callback automatically redials the last number dialed. If the called party's number is busy, a special tone alerts the customer when it becomes available.

Automatic Recall enables a customer to receive a voice message identifying date, time and number of the last incoming call. This service also enables the customer to automatically redial the last incoming number by dialing a one-digit code.

Call Answer Announcement allows customers to have their calls intercepted and callers advised of a new number to call.

Call Forwarding – Basic enables a customer to transfer all incoming calls to another, pre-selected, telephone number.

Call Forwarding – Busy Line enables a customer to transfer incoming calls to another predetermined number if the called number is busy.

Call Forwarding – No Answer allows a customer to forward incoming calls to another number if there is no answer after a pre-set number of rings.

Call Forwarding – Remote Activation enables a customer to activate or deactivate all types of Call Forwarding services, or to change the forwarding destination from a remote location.

Call Hold allows incoming calls to be placed on hold and retrieved from the same or another extension.

SECTION 4. DESCRIPTIONS OF CALLING FEATURES (cont'd.)

4.1 Custom Calling Features (cont'd.)

Call Rejection enables a customer to reject calls from up to twenty (20) numbers. Call attempts from rejected numbers will be prevented from terminating to the called customer and will instead be connected to an announcement informing the calling party that the call is not being accepted by the called party.

Call Transfer allows a customer to transfer any call to another number.

Call Trace allows a customer to activate an immediate trace of the last incoming call, without prior approval and intervention by telephone company personnel. The identification of the traced number is located at the Company.

Call Waiting alerts the customer using his phone of an incoming call.

Call Waiting Deactivation allows the customer to deactivate the Call Waiting feature.

Call Waiting – Enhanced allows Call Waiting to be used with Three-Way Calling.

Caller ID Blocking – Per Call enables a customer to temporarily change the status of his Caller ID information (name/number) from public to private.

Caller ID Blocking – Per Line provides a permanent private indicator on a customer's line. Once blocking is established on the customer's line, the private status cannot be deactivated by the customer. Federal, state and local law enforcement agencies, nonprofit domestic violence/sexual assault agencies and their staffs, and victims of domestic/sexual assault or individuals who express a personal safety need and sign a personal safety exemption form may be provided additional arrangements for private status and/or line blocking, on a line-by-line basis, at no charge.

Caller ID – Name allows the automatic delivery of a calling party's name to the called party.

Caller ID – Number allows the automatic delivery of a calling party's number to the called party.

SECTION 4. DESCRIPTIONS OF CALLING FEATURES (cont'd.)

4.1 Custom Calling Features (cont'd.)

Continuous Redial automatically redials the last number a customer dials. If the called party's number is busy, a tone alerts the customer when the called number is available.

Last Call Return enables a customer to perform an activation procedure and automatically redial the last incoming number without having to know the number of the calling party.

Remote Call Forwarding provides the ability for a customer to have calls placed to his telephone number in one central office to be forward by central office equipment to another line.

Selective Call Forwarding allows a customer to forward calls from specific telephone numbers to a different telephone number. Calls from telephone numbers other than those so specified will be handled normally.

Speed Calling enables a customer to place calls by dialing a one or two digit code rather than a complete telephone number. Customers may subscribe to either an eight (8) code capacity or thirty (30) code capacity.

Three-Way Calling enables a customer to add a third party to a call without operator assistance, thereby establishing a three-way conversation.

SECTION 5. RATE LIST

5.1 Local Exchange Service (Includes Extended Area Service)

	<u>Monthly Rate</u>
5.1.1 Business Access Line	\$19.00
5.1.2 Residence Access Line	\$19.00

5.2 <u>Direct-Inward-Dialing (DID) Service</u>	<u>Monthly Rate</u>	<u>NRC*</u>
5.2.1 DID Line	\$19.00	\$60.00
5.2.2 Block of 25 Numbers	\$ 3.75	\$60.00
5.2.3 Block of 100 Numbers	\$15.00	\$60.00

5.3 Trunk Hunting Service

No monthly or non-recurring charge.

5.4 <u>Toll Blocking Service (1+ and 0+)</u>	<u>Monthly Charge</u>	<u>NRC*</u>
Blocking of 1+ and 0+ Dialing	\$3.00	\$5.00

\*Non-Recurring Charge

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Issued: January 13, 2025

Effective: January 23, 2025

Issued by:

Patrice M. Carroll, CEO  
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Cedar Rapids, IA 52404

SECTION 5. RATE LIST (cont'd.)

5.5 Directory Assistance Service

Directory Assistance Charge \$1.00/call  
(Maximum 2 requests per call)

5.6 Directory Listing Service

Monthly Charge

Residential

Primary Listing No charge  
Non-listed Telephone Number \$2.50  
Non-published Telephone Number \$3.75  
Additional or Alternate Listing \$4.00

Business

Primary Listing No charge  
Non-listed Telephone Number \$2.75  
Non-published Telephone Number \$3.75  
Additional or Alternate Listing \$4.00  
Extra Line Listing \$3.75  
Cross Reference Listing \$3.75  
Foreign Listings \$6.25

SECTION 5. RATE LIST (cont'd.)

5.7	<u>Miscellaneous Services</u>		
5.7.1	<u>Billed Number Screening Service</u>		<u>NRC*</u>
	Charge per line equipped		NRC
5.7.2	<u>Blocking of Pay-Per-Call Services</u>		<u>NRC*</u>
	Initial Request		\$0.00
	All subsequent blocking requests		NRC
5.7.3	<u>Local Number Portability (LNP)</u>		<u>NRC*</u>
	Per ported telephone number		NRC
5.7.4	<u>Customized Number Service</u>		<u>NRC*</u>
	Per customized telephone number		NRC
5.7.5	<u>Presubscription</u>		<u>NRC*</u>
	Intrastate charge for any change after initial selection		NRC
5.7.6	<u>Special Billing Arrangement</u>	<u>Monthly Charge</u>	<u>NRC*</u>
	Per special billing number	\$3.00	NRC

\*Non-Recurring Charge

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SECTION 5. RATE LIST (cont'd.)

5.8 Service Charges

5.8.1	<u>Service Order Charge</u>	<u>NRC*</u>
	New or additional C.O. access lines	NRC
	Moving existing service to new facilities	\$30.00
	Changing existing service and facilities, record work or adding new or additional service facilities, other than C.O. access lines	NRC
5.8.2	<u>Central Office Access Line Charge</u>	<u>NRC*</u>
	Central Office Access Lines, each	NRC
	Non-Payment Reconnect	\$30.00
	Move from existing facilities to new facilities	\$30.00
5.8.3	<u>Travel Charge</u>	<u>NRC*</u>
	Per visit	\$75.00
5.8.4	<u>Late Payment Charge</u>	<u>NRC*</u>
	Monthly Finance Charge	\$ 5.00
5.8.5	<u>Insufficient Funds Check Charge</u>	<u>NRC*</u>
	Insufficient Funds Check Charge	\$20.00

\*Non-Recurring Charge

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