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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.1 DEFINITION OF TERMS**Central Office

A unit in a telephone system which provides service to the general public providing telecommunication services to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building.

Central Office Line

The telephone number location in the central office up to and including all wires and connections to the terminal, drop wire or cable, the protector and wire including the Network Interface.

Class of Service

The various categories of service generally available to customers, such as business or residence.

Contract

The agreement between the customer and the Company containing or referring to the rates and regulations applicable to the service being furnished.

Customer

Any person, firm, association, corporation, agency of the federal, state, or local government, or legal entity, responsible by law for the payment of charges and compliance with the regulations of the Company.

Customer Premises Equipment

All terminal equipment normally used on the customer's premises owned by the customer or owned by the telephone utility or some other supplier and leased to the customer, including the terminal equipment located on the customer's premise or held in inventory.

It shall be the customer's responsibility to ensure the customer premises equipment is compatible with the service(s) furnished by the Company.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (CONT'D)

Demarcation Point

The point of interconnection between the Company's regulated telecommunications facilities and terminal equipment, protective apparatus or wiring at a premises. The demarcation point location will be within twelve inches (12") of the protector, or when there is no protector, within twelve inches (12") (or as close as practicable) of the point at which the cable/wire enters the customer's premises.

Exchange

A unit established for the administration of communication services.

Exchange Service

Communication service furnished by means of exchange plant and facilities.

Facilities

Central office equipment, supplemental equipment, apparatus, wiring, cables (outside plant feeder and distribution) and other material and mechanisms necessary to or furnished in connection with telephone service.

Flat Rate Service

A classification of exchange service for which a stipulated monthly charge is made regardless of the number of local messages originated.

Individual Line

A channel designed for the connection of one main line service with the central office.

Initial Service Period

The minimum period for which service will be installed and terminated without charges applying in addition to those for service furnished.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (CONT'D)

Installation Charge

A nonrecurring charge associated with the installation of certain services or facilities either in lieu of or in addition to recurring monthly charges or Service Charges.

Listing

The name, address and call number by which a customer is known, or under which a business is being conducted, contained in the Company's records or directories.

Local Exchange Line

See "Central Office Line".

Local Message

A communication between a calling location and any other location within the local service area.

Local Service Area

The area within which are located the lines to which calls may be made under a specified schedule of exchange rates without payment of toll charges.

Main Line Service

See "Central Office Line".

Minimum Point of Entry

The closest practicable point to where regulated telephone facilities cross a property line or enter a building.

Network Facilities

All Company facilities from the central office up to and including the Standard Network Interface at the demarcation point.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (CONT'D)

Network Interface

See "Standard Network Interface".

Premises

The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right-of-way, or a natural barrier.

Pro Rata Charge

The basis sometimes used for determining the charge for service furnished for a period less than that used in specifying rates. The pro rata charge for a service for which the rate is specified on a monthly basis is 1/30 of the monthly rate times the number of days service was furnished. In the case of a service where the rate is specified on an annual basis, the pro rata charge is 1/12 of the annual rate times the number of whole months that service is furnished, plus any fractional part of a month computed as for service on a monthly basis.

Protector

An electrical device located in a central office, a customer premises or anywhere along the telephone facility path. This device protects both the Company's and the customer's property and facilities from high voltages and surges in current.

Resale of Service

See "Shared Telecommunications Service".

Shared Telecommunications Service

The reselling or shared use of local service by any landlord, owner, tenant association or otherwise affiliated group to occupants within or between one or more buildings with a community of interest. Community of interest will normally be indicated by joint or common ownership.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (CONT'D)

Shared Telecommunications Service End User

A person or firm to whom local service use is extended as provided in this Tariff, but who would not otherwise be authorized to use such service.

Shared Telecommunications Service Provider

Any landlord, owner, tenant association, or otherwise affiliated group who provides communications services to occupants within or between one or more buildings with a community of interest.

Standard Network Interface (SNI)

A standard F.C.C. registration jack or its equivalent, which is provided, installed, owned and maintained by the Company at the customer's premises. The SNI is placed at the point on the customer's premises where all premises services are connected to the telecommunication's network via Company or customer owned facilities/wire.

Supporting Structure

Consisting of, but not limited to, pipes, conduits, poles, trenches, backboards, plenum spaces, etc.: as required for the physical placement, protection and support of telephone facilities. These structures are furnished, installed and maintained at the expense of the premises owner for use by the Company in terminating regulated facilities.

Transmission Service

The common carrier provision of exchange access, switching, intraexchange transmission and interexchange transmission.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.1 PROVISION OF SERVICE

A. Application for Service

When applying for service, each prospective customer will be required to furnish the Company the following information:

- Name(s) of party(ies) who will be using the service.
- Address or exact location of the premises where service is to be provided.
- Telephone number where previous service was furnished.

B. Use of the Service

1. Service is furnished to customers for use only by the customer, his/her family, guests, or persons residing with the customer as members of the household; persons leasing or subleasing the residence during the customer's temporary absence from such premises, or by the employees or representatives when engaged in business, except as the use is extended to patient rooms in hospitals and nursing homes, dormitory or sleeping rooms in schools, colleges, clubs, hotels and motels. Service is furnished to educational institutions for residential use by students, faculty members or employees who reside in dormitories or other residential quarters owned, leased or under control of the educational institutions.
2. The use of a customer's service may be extended to Shared Telecommunications Service end users as provided elsewhere in this Tariff.
3. The Company may refuse to install residence service or may remove such service, when the service will be, or is, readily accessible and available for use by the public or by others not authorized by the provisions of this Tariff.
4. Customers who subscribe to Business Service may resell such local exchange service to users of their customer-provided telephone equipment. The Company is not responsible for the confidentiality of service between customers and their users. The Company is not liable and shall be held harmless from any and all loss, damage and expense occasioned by or arising out of claims for injury to persons or damage to property caused by or contributed to by the use of the service or the provision of detailed toll or local billing records to the customer by the Company, including but not limited to, any disclosure of said detailed billing records by the customer.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.1 PROVISION OF SERVICE

B. Use of the Service (Cont'd)

5. Application of Rates by Use of Service

a. Business rates apply when any of the following conditions exist:

- (1) When service is furnished in offices, stores, factories, schools, and all other premises used primarily for performing a business, trade or practice.
- (2) When the directory listing is a business listing.
- (3) When service is furnished to a Shared Telecommunications Service.
- (4) When service is provided for use by the public.
- (5) To all other locations not permitted residence service.

b. Residence rates apply when the following conditions exist:

- (1) When service is furnished in private residences, residential apartments (including residential apartments in hotels), and all other premises of strictly a residential nature.
- (2) When a business listing is not provided.
- (3) When the service is not part of a hunting sequence that contains business lines.

Unless otherwise provided, business rates apply in all other locations.

6. A customer shall not provide switched voice or data communications between local exchange areas, including the bridging of Extended Area Service (EAS) zones, using underlying services from this Tariff. Providers of interexchange service, that furnish service between local calling areas, must purchase services from the Access Service Tariff for their use in furnishing authorized intrastate telecommunications services to end user customers. If a customer violates this regulation, and has not placed an order for necessary services from the Company's Access Service Tariff for immediate installation within 14 days of notice from the Company, the Company shall immediately disconnect such services purchased from this Tariff.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.1 PROVISION OF SERVICE (CONT'D)

C. Transfers of Service

1. The customer may transfer the complete service to a new customer without charge provided all of the following conditions are satisfied:
 - There is no break in the rendition of service.
 - The customer is responsible for notifying the Company in advance of the date the service is to be transferred.
 - The customer is responsible for, and will receive, a final bill which includes all rates and charges incurred up to the date of transfer.
 - The new customer must accept in writing any remaining contract or service agreement liabilities.
2. The new customer may elect to make changes in the service coincident with the transfer. In this instance, the new customer is responsible for Service Charges and other appropriate nonrecurring charges specified in the Catalog.
3. Responsibility for Charges Associated with Telephone Numbers
 - a. When a person, firm, partnership, corporation, club or association becomes a customer either through taking over an existing service and the associated telephone number(s), or requests service be established by means of a specific previously used telephone number(s), all ongoing rates and charges associated with such number(s) will be made known to the prospective customer. Assignment of the number(s) to the prospective customer will be conditioned upon the customer's acceptance of responsibility for all such ongoing rates and charges.
 - b. If a new customer does not choose to use the old number(s), transfer of calls from the old to the new number(s) will not be provided.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.2 ESTABLISHING AND FURNISHING SERVICE****2.2.1 PROVISION OF SERVICE (CONT'D)**

F. Cancellations and Deferments

When the Company advises a customer that ordered services are available on the requested due date, and the customer is unable or unwilling to accept service at that time, the facilities will be held available for the customer for a 30 business day grace period. If after the 30 business day grace period the customer still has not accepted service, the Company will contact the customer verbally giving the customer the option of canceling the order or begin paying regular monthly billing for the monthly services. If the customer cancels the service, the facilities will be released for other service order activity and cancellation charges (non-recurring charges as specified in the Catalog that would have applied had the service been installed) may be applied. These cancellation and deferment provisions apply to requests for 5 or more local exchange access lines

2.2.2 OBLIGATION TO FURNISH SERVICE

- A. The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.
- B. Undertaking of Telephone Tariff

The Company offers the use of its facilities for communications between its customers but does not undertake to transmit messages. Employees are forbidden to accept written or verbal communications from the public for transmission or delivery.

TELEPHONE TARIFF
FILED WITH BOARD**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D)****2.2.6 INSTALLATION, RELOCATION, AND MAINTENANCE OF EQUIPMENT
INSTRUMENTS AND LINES**

Facilities and lines furnished by the Company on the premises of a customer, authorized user or agent of the Company are the property of the Company and are provided upon the condition that such facilities and lines must be installed, relocated, rearranged, and maintained by the Company and that the Company's employees and agents may enter said premises at any reasonable hour to test and inspect such facilities and lines in connection with such purposes or upon termination or cancellation of the service to remove such facilities and lines.

2.2.7 ASSIGNING AND CHANGING OF TELEPHONE NUMBERS

- A. The Company does not undertake to continue the furnishing of service to a customer in any exchange area through any particular central office in that area and may change the telephone number or the central office designation whenever it deems it desirable in the conduct of its business.
- B. The assignment of a telephone number in advance of the actual installation of telephone service is tentative. The Company shall be held harmless when it becomes necessary, in the judgement of the Company, to assign a different telephone number at the time of the actual installation.

2.2.8 DIRECTORIES

The Company distributes to each customer, without additional charge, copies of each issue of the directory as required by the customer but not to exceed one copy for each telephone line connected for exchange telephone service. Directories so furnished to customers remain the property of the Company, shall not be mutilated, and shall be surrendered upon request or upon delivery of the subsequent issue.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D)

2.2.9 TERMINATION OF SERVICE - COMPANY INITIATED

A. Disconnection or Refusal of Service

Telephone Service may be disconnected or refused by the Company without incurring any liability, for the following reasons:

1. Without Notice

- a. In the event of a condition on the customer's premises determined by the Company to be hazardous.
- b. In the event of customer's use in such a manner as to adversely affect the Company's equipment, or the Company's service to others as specified below.
- c. In the event of tampering with equipment furnished and owned by the Company.
- d. In the event of unauthorized use.

e. Without Advance Notice

- (1) Any telephone service which is used in such a manner as to interfere with the service of others.
- (2) Any telephone service used by a customer in connection with a plan or contrivance to secure a large volume of telephone calls to be directed to such customer or the telephone service of any designated customer at or about the same time, resulting in preventing, obstructing or delaying the telephone service of others.
- (3) Any telephone service that is used for any purpose other than as a means of communication.
- (4) Following the disconnection of service for any of these reasons, the Company will immediately notify the telephone customer thereof.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.9 TERMINATION OF SERVICE - COMPANY INITIATED

A. Disconnection or Refusal of Service

1. Without Notice

e. Without Advance Notice (Cont'd)

- (5) When the general telephone service to the public is impaired by a customer's use of exchange telephone service, the Company shall have the right to require the customer to contract for and properly attend as many additional telephone lines as are needed to adequately serve the customer's requirements, or to discontinue the service of the customer in question.

2. With Notice

a. Indebtedness

- (1) In the event the customer is indebted to the Company for the same type of telephone service previously furnished.
- (2) For nonpayment of a bill, except for bills for: merchandise purchased from the Company, Yellow Page Advertising, a different class of service, another customer which had been guaranteed, or deregulated services.
- (3) For nonpayment of a deposit as specified in 2.3.4.
- (4) For nonpayment of undisputed amounts for services or facilities furnished by another carrier that the Company bills and collects.

b. In the event the customer supplied false or inaccurate information of a material nature in order to obtain telephone service.

c. For violation of or noncompliance with the Company's rules on file with the Iowa Utilities Board, the requirements of municipal ordinances or a law pertaining to the service.

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FILED WITH BOARD****2. GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.2 ESTABLISHING AND FURNISHING SERVICE****2.2.9 TERMINATION OF SERVICE - COMPANY INITIATED****A. Disconnection or Refusal of Service****2. With Notice (Cont'd)**

- d. For failure of the customer or prospective customer to furnish service equipment, permits, certificates rights of way specified to be furnished in the Company's rules filed with the Iowa Utilities Board as conditions for obtaining service, or for the withdrawal of that same equipment or the termination of those permissions or rights, or for the failure of the customer or prospective customer to fulfill the contractual obligations imposed upon him or her as conditions of obtaining service by a contract filed with and subject to the regulatory authority of the Iowa Utilities Board.
- e. For failure of the customer to permit the Company reasonable access to its equipment.
- f. The use of foul or profane language.
- g. The impersonation of any other person with fraudulent intent.
- h. When the instrument will be, or is, readily accessible and available for use by others not authorized as specified in 2.2.1.B.
- i. In the event of unauthorized attachments as specified in 2.5.2.D.
- j. In the event the service is or will be used for unlawful purposes. The service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of the law. If the Company receives other evidence giving reasonable cause to believe that such service is being or will be so used, it will either discontinue or deny the service or refer the matter to the appropriate law enforcement agency.
- k. Any other violation of the conditions governing the furnishing of service.
- l. For construction of inside wiring from a demarcation point or between two or more buildings on the same premises to obtain service from an exchange other than the exchange which would normally serve the customer. Customers subscribing to Adjacent Exchange or Foreign Exchange Service as provided elsewhere in the Catalog are excluded. Inside wiring used to obtain local exchange service within another exchange boundary shall be disconnected by the customer within ten days after receipt of written notification.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.9 TERMINATION OF SERVICE - COMPANY INITIATED

A. Disconnection or Refusal of Service (Cont'd)

3. Unless stated otherwise above, written notice of a pending disconnect will be rendered five days prior to the disconnection. The notice will include all reasons for the disconnect and the final date by which payment is to be made or specific action taken. The notice will include a toll-free number where a customer can obtain additional information.
4. In unusual credit circumstances or abnormal usage of service which would result in undue revenue loss, disconnection may occur prior to the expiration of the five day notice.
5. Except as provided in 1., preceding, or in unusual credit circumstances or abnormal usage of service, no service will be disconnected on the day preceding or day on which the Company's Business Office or agent is closed. Nor will service be disconnected on a weekend, holiday or after 2 p.m. unless service can be reconnected the same day.
6. Medical Emergency

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.

B. Restoral of Service

The maximum payment required for restoration of service that existed prior to disconnection shall be the total past due amount, applicable nonrecurring charges as specified in the Catalog and if appropriate, an Advance Payment and Deposit as specified elsewhere in this Tariff.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D)

2.2.10 SUSPENSION AND RESTORAL OF SERVICE

A. General

1. Any class of exchange telephone service may be suspended temporarily as provided hereinafter.
2. If a customer's service is completely suspended, no outward nor inward service is furnished during the period of suspension. If specifically requested by the customer, incoming calls will be intercepted by the Company and the calling party will be informed of the telephone number designated by the customer where the call can be received.
3. Full service rates apply for any class of main line and supplemental service suspended within the initial service period,.
4. A customer to more than one main line service located on the same premises with consecutive call number or separate call number service may have such additional central office line or lines, including supplemental service associated solely with such lines, suspended.
5. If the service has been restored less than one month, there will be an additional charge of one month's service at the full rate before the service can again be suspended.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.10 SUSPENSION AND RESTORAL OF SERVICE (CONT'D)

B. Rates and Charges

Charges determined in accordance with the following apply for suspension of service at the customer's request, plus the appropriate Service Charges are specified in the Catalog. (T)

1. Main Line Service - Business or Residence

a. The full service rate will apply for any period of suspension of less than one month.

b. If the computed rate includes a fractional part of a cent, the rate to be charged is obtained by raising or lowering the computed rate to the nearest cent. If the fractional part is one half of a cent, the next higher cent is to be applied. (D)
(T)

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D)

2.2.14 TERMINATION OF SERVICE

A. Initial Service Periods

1. The initial service period for Local Exchange Service is one month.
2. The initial service periods for local exchange service of any class may be greater than those specified above when facilities are not available and the customer's location or the character or quantity of the local exchange service requested are such that, upon termination of the customer's use thereof, they are not likely to be useful as a part of a properly designed telephone distribution system serving telephone users in or beyond the customer's location. The initial service period for local exchange service furnished under such conditions and the termination charge applicable when such service is terminated prior to the expiration of the initial service period will be based upon the circumstances in each case.
3. Service changed within the initial service period from one class of main line service to another is not considered as a termination of service. Each service is billed for its proportion of the initial period.
4. Service may be terminated prior to the expiration of the initial service period upon payment of all charges due for service which has been furnished plus the termination charges as specified in other sections of this Tariff. In the case of service for which the initial period is one month, the charges due are for the balance of the month.
5. Service which has continued beyond the initial service period may be terminated without charge except payment of all charges due for service which has been furnished.

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FILED WITH BOARD**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.2 ESTABLISHING AND FURNISHING SERVICE****2.2.14 TERMINATION OF SERVICE (CONT'D)****B. Termination Liability/Waiver Policy**

Services provided via service agreements may be subject to the Termination Liability/Waiver Policy. This policy applies only to services that specifically reference this Termination Liability/Waiver Policy in their respective section of this Tariff.

1. DefinitionsMinimum Billing Level

When services are provided under a service agreement, a Minimum Billing Level will be established for use in calculating discontinuance charges. The Minimum Billing Level is 100% of the total monthly rates for the service provided under the customer's service agreement, unless otherwise specified.

Minimum Service Period

When services are provided under a service agreement, a Minimum Service Period may be established. This would be the period of time that the 100% factor of the Termination Liability Charge would apply.

2. Complete Disconnect

If the customer chooses to completely discontinue service, at any time during the term of the agreement, a termination charge will apply, unless the customer satisfies the conditions specified in the Waiver Policy. The termination charge is 100% of the rates for the Minimum Service Period, if applicable, plus the Minimum Billing Level multiplied by the termination liability percentage^[1] specified in the service agreement, for the remaining term of the agreement.

[1] Service agreements which were in effect prior to 12-3-97, will retain 15% termination liability for the duration of the existing service agreement.

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- For example, if the customer discontinues service after 17 months of a 3-year (36 month) agreement, the termination charge will be the Minimum Billing Level for the service, multiplied by the termination liability percentage, multiplied by 19 months.
- If the customer discontinues service after 6 months of a 3-year (36 month) agreement, with a 1-year (12 months) Minimum Service Period, the Termination Charge will be 100% of the Minimum Billing Level for the remaining 6 months of the Minimum Service Period, plus the Minimum Billing Level multiplied by the termination liability percentage, multiplied by 24 months.

3. Partial Disconnect

If the customer discontinues a portion of their service, and that causes the customer's monthly billing level to fall below the Minimum Billing Level of the agreement, a termination charge will apply to the portion of the service agreement that is below the Minimum Billing Level.

4. Waiver Policy

A termination charge will be waived when the customer discontinues their contracted service(s), provided all of the following conditions are met:

- The customer signs a new service agreement for any other Company provided service(s);
- Both the existing and the new service(s) are provided solely by the Company;
- The order to discontinue the existing service(s) and the order to establish the new service(s) are received by the Company at the same time;
- The new service(s) installation must be completed within 30 calendar days of the disconnection of the old service(s), unless the installation delay is caused by the Company;
- The total value of the new service agreement(s), excluding any special construction charges and any other nonrecurring charges, is equal to or greater than 115% of the remaining value of the existing agreement(s);

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.14 TERMINATION OF SERVICE

B. Termination Liability/Waiver Policy

4. Waiver Policy (Cont'd)

- A new minimum service period goes into effect when the new service agreement term begins;
- The customer agrees to pay any previously billed, but unpaid recurring, and any outstanding nonrecurring charges. These charges cannot be included as part of the new service agreement;
- All applicable nonrecurring charges will be assessed for the new contracted service(s).

2.2.15 COMPLAINTS

- A. A customer or prospective customer may initiate a complaint with the Company on any relevant matter by telephone, in person or in writing directed to the Company at any of its offices. The Company's response to the complaint will generally be in the same form used by the customer. However, the Company may respond to written complaints by telephone or personal visits when it believes such communications will be effective in resolution of the issues.
- B. The customer may at any point during resolution of the complaint seek review by a Supervisor or Manager.

Upon investigation and final resolution by the Company, if the customer wishes further review, the customer should direct all appropriate information to:

Utilities Division
350 Maple Street
Des Moines, Iowa 50319-0069
515-281-3839
1-877-565-4450