

# Central Iowa Broadband

## **TERMS AND CONDITIONS**

### **FOR TELEPHONE, BROADBAND AND CABLE TELEVISION SERVICES**

January 1, 2021

**IDENTIFICATION OF SERVICES INCLUDED**

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

These terms and conditions govern services provided by Central Iowa Broadband hereinafter referred to as the Company. They include one or more types of services as specified below by the Company\*.

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

  X   Broadband Internet Access Services as described in Part 3.

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

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

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## OVERVIEW OF SERVICE PUBLICATIONS

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

**Pricing Schedules.** A "pricing schedule" means a service price sheet or similar pricing schedule (including related attachments) or other document that is included in Part 5 of these Terms and Conditions or that is later executed by the parties and references these Terms and Conditions. A Pricing Schedule includes the services, the pricing (including discounts and commitments, if applicable), the pricing term (if applicable) and may contain or incorporate by reference other service specific terms and conditions.

**Policies.** A "policy" means a Company policy that applies in accordance with its terms to any service or service capability within its scope, as may be modified by the Company from time-to-time, including the following:

- The Company's **Privacy Policy**, which can be found at:  
[www.centraliowabroadband.org](http://www.centraliowabroadband.org)
- The Company's **Acceptable Use Policy**, which is included or referenced in Part 3 of these Terms and Conditions and which can be found at:  
[www.centraliowabroadband.org](http://www.centraliowabroadband.org)
- The Company's **Network Management Policy or Network Transparency Statement**, which is included or referenced in Part 3 of these Terms and Conditions and which can be found at:  
[www.centraliowabroadband.org](http://www.centraliowabroadband.org)

**Service Contracts.** "Service Contracts" means service orders, service contracts, service level agreements, service-specific terms and conditions and similar documents signed by or provided to the customer containing specific descriptions, pricing and other terms and conditions for products, services or service components that are not covered by these Terms and Conditions or that are in addition to or different from these Terms and Conditions.

## PRIORITY OF SERVICE PUBLICATIONS

The order of priority of the Company's Service Publications is:

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

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

## **CHANGES TO SERVICE PUBLICATIONS**

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

### **1.1 APPLICATION OF TERMS**

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

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

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

1. Availability of Facilities. The Company's obligation to furnish services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for such facilities, except as provided for in 1.4 (G) Construction Charges.
2. Allowance for Failure of Service. The Company does not guarantee uninterrupted working of its service or equipment. In case service is interrupted other than by the negligence or willful act of the customer, an adjustment will be made in the amount of the charges for that portion of the service rendered inoperable. Any adjustment shall apply only if the interruption continues beyond twenty-four (24) hours after first noted by the Company. Adjustment will be made in the form of a bill credit. No other liability shall in any case attach to the Company.

3. Transmitting Messages – Security. The Company does not transmit messages, but offers the use of its facilities, where available, for communications between parties, subject to these Terms and Conditions. Access to and use of any information or data obtained by customer or any user via use of service is at the customer or user's own risk, and the Company is not responsible for the accuracy, reliability or security of such information. The Company makes no attempt to verify accurate receipt of any messages and the Company is not responsible for any loss of data resulting from delays, non-deliveries, incorrect deliveries, viruses, e-mail filtering, service interruptions, etc. The Company makes no representations, warranties, or assurances regarding the security of any system or network or the protection or privacy of email or other information transferred or communicated through the Internet or any other system or network. The Company shall not be liable for any breach of security arising from or in connection with a customer's or user's use of service or the Company's network.
4. Use of Connecting Company Facilities. Facilities of other companies may be used in establishing connections to points not reached by this Company's facilities. In establishing connections with the facilities of other companies, the Company does not assume any liability for any action of the connecting company.
5. Defacement of Property. The Company shall exercise care in all work done on a customer's property. No liability shall attach to the Company by reason of any defacement or damage to the customers' property resulting from the existence of the Company's instruments, apparatus and associated wiring on such property, or by the installation or removal thereof, unless such defacement or damage is the result of the negligence of the Company, or its employees.
6. Limitation of Liability  
The Company shall not be liable for any damages arising out of or relating to:
  - a. service defects, service levels, delays or any service error or interruption, including interruptions or errors in routing or completing any 911 or other emergency response calls or any other calls or transmissions (except for credits explicitly set forth in this Service Catalog);
  - b. interoperability, access, or interconnection of the services with applications, data, equipment, services, content or networks provided by customer or third parties;
  - c. lost or altered messages or transmissions;
  - d. unauthorized access to or theft, alteration, loss, or destruction of customer's (or its affiliates', users' or third parties') applications, content, data, programs, information, networks or systems;
  - e. equipment, network or facility maintenance, upgrades, modifications or relocations;
  - f. any loss, damage, failure, or impairment of service in connection with customer premise equipment and wiring.
  - g. force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions;
  - h. service, equipment, network, or facility failure caused by the loss of power; or

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

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

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

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

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

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



- b. The amount of deposit required shall not be more than the maximum charge for three months service or as may be required by the Company in cases involving service for short periods or special occasions. The Company may require the customer to increase the amount of the deposit at any time, if the charges billed against the customer are found to warrant such an increase.
    - c. The Company will maintain records which show the name and address of each depositor, the amount and date of the deposit and each transaction concerning the deposit. Unclaimed deposits shall be disposed of in accordance with law.
    - d. A receipt of deposit will be furnished to each customer from whom a deposit is received. Upon customer request, duplicate receipts will be provided to customers who have lost their receipt if the deposit is substantiated by the Company records.
3. Deposits and Collection Practices. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills; nor constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of sums due the Company for services rendered. The Company may discontinue service to any customer failing to pay current bills regardless of the fact that such customer has made a deposit with the Company to secure payment of such bills, or has furnished the Company with a guarantee in writing for such bills.
4. Deposit Refunds
  - a. The deposit shall be refunded or credited to the customer after not more than 12 consecutive months of prompt payment, unless the Company has documented information which indicates the deposit is necessary to insure payment.
5. Criteria for Procurement of Deposits. The Company will use the following criteria to determine whether to request a deposit:
  - a. False credit information
  - b. Unsatisfactory credit history
  - c. Requests for special construction or equipment

#### 1.4 ESTABLISHMENT AND FURNISHING OF SERVICE

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

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

- 6) Reconnecting a service after disconnection for non-payment.
- 7) Service check charges for visits to customer premises when the service trouble is determined to be caused by the customer premise equipment and wiring.
- f. Service Charges do not apply:
  - 1) When any change is made and initiated by the Company.
  - 2) When services are reestablished at a secondary location immediately following the rendering of the customer's primary location as unfit for occupancy, due to fire, flood, etc.
9. Minimum Contract Period
  - a. Except as specified elsewhere in these Terms and Conditions, the minimum contract period is one month from the date service or additions to service are established and the minimum charge is the authorized rate for one month. For purposes of rate administration each month is considered to have 30 days.
  - b. The Company may require a contract period longer than one month at the same location for unusual construction necessary to meet special demands and involving extra costs.

## **1.5 NETWORK CONNECTIONS AND USE OF SERVICE AND FACILITIES**

1. Demarcation Point. Customers are connected to the Company's network at a point of demarcation. The demarcation point is either outside or inside the premise and is typically the location where the Company's network is terminated and grounded. Connection of new inside station wiring to the network shall only be made at the demarcation point. Connections of inside station wiring to the network, and any installation of customer premise equipment, shall only be made at the demarcation point and shall be made in accordance with any applicable state or federal laws governing the installation and use of customer premise equipment and wiring. It is the customer's responsibility to ensure compliance with any applicable federal or state laws, including but not limited to Part 68 and/or Part 76 of the FCC rules, the National Electric Code, and other FCC and Iowa rules and regulations.
2. Use of Customer Service
  - a. Service is furnished on retail basis for residential or business use only. Service accounts are assigned to customers only, and the customer(s) in whose name the account is established will be the account owner(s) for all purposes. Account owners shall be responsible for any and all use of the subscribed service. Customers will cooperate with the Company to prevent third parties from gaining unauthorized access to services via the customer's facilities.
  - b. Services must be used in compliance with applicable Service Publications, including all applicable Company policies. Without limiting the preceding, customers shall not use services for fraudulent, abusive, unlawful, or destructive purposes or in any manner that causes interference with the Company's or another service subscriber's use of the Company-provided network.

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

- f. Where the Company leases, licenses or otherwise provides equipment, such equipment is provided to customer for the term of service and solely for use in connection with lawfully receiving and using service. All such equipment remains the property of the Company. When service is cancelled or disconnected, the customer must return any such equipment to the Company during regular business hours, Monday through Friday (except holidays). The equipment must be returned to the Company in the same condition as installed or received, except for normal wear and tear. All such equipment must be returned to the Company's business office or an alternative location designated by the Company at the time of cancelation or disconnection. If a customer is unable to travel to the Company's business office or other designated location to return the equipment, the customer may request pick-up. Provision of pick-up service is solely at the Company's option and the Company's refusal or failure to provide pick-up service will not excuse the customer's obligation to return equipment. If the Company agrees to provide pick-up service, pick-up will occur during the business week and only during regular business hours. There may be a fee for pick-up, which customer will be informed of when pick-up service is requested, and which will be payable at time of pick-up. If a customer fails to return equipment at the time of cancellation or disconnection of service, the customer may be liable to the Company for an equipment recovery fee as set forth in Part 5 of these Terms and Conditions.
- g. The customer is responsible for the maintenance and safekeeping of all equipment placed in or on the customer's premises. The Company has no responsibility for replacing equipment destroyed or damaged by the customer's misuse, abuse, or neglect. In the event that any equipment provided by the Company is destroyed, damaged (ordinary wear and tear excepted), lost or stolen while in the customer's possession, the customer may be liable to the Company for an equipment recovery fee as set forth in Part 5 of these Terms and Conditions.

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

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

- iii. In college fraternity or sorority houses where individual access line service is provided.
  - b. Business rates apply at the following locations:
    - i. all locations that are not defined as a residence in (a) above.
    - ii. in any location where the listing of service at that location indicates a business, trade, or profession.
- 3. Taxes or Fees Billed to Customers
  - a. Except as otherwise expressly provided, pricing is exclusive of and customer shall be solely responsible for (i) applicable taxes (excluding those on the Company's net income) relating to the sale, transfer of ownership, installation, license, and the use or provision of service (ii) surcharges, recovery fees, customs clearances, fees, duties, levies, shipping charges, and other similar charges relating to the sale, transfer of ownership, installation, license, or the use or provision of the services and (iii) charges imposed in connection with governmentally imposed costs and fees (such as USF, PICC, payphone service provider compensation, E911 and telecommunications relay service charges, and charges authorized by the FCC and included in the Company's interstate tariffs) and the expenses incurred by the Company reasonably relating to such costs and fees.
  - b. The Company will bill and the customer shall pay all applicable taxes and other charges and fees described above (including any associated interest and penalties resulting from customer's failure to timely pay the taxes or other charges and fees), except to the extent customer provides a valid exemption certificate prior to the delivery of services.
- 4. Service Check – Customer Premise Equipment and Wiring and Repairs
  - a. A service check will be performed when a customer requests the Company to perform a check of its facilities up to the demarcation point.
  - b. Where feasible, customers will also be encouraged to unplug Customer Premise Equipment or disconnect all inside wiring at the demarcation point so as to self-diagnose where their wiring or equipment may be causing an out of service condition.
  - c. A Wire Maintenance Plan is available to residential customers. A set monthly fee may cover maintenance of approved Customer Premise Equipment and Wiring.
  - d. No charges will be assessed when a service check is performed and:
    - i. The Company determines the trouble exists on the Company's side of the demarcation point; or
    - ii. The Company identifies or repairs any trouble on the customer's side of the demarcation point and the customer does purchase a wire maintenance plan.
  - e. Charges will be assessed when a service check is performed, and the customer requests the Company identify or repair any trouble on the customer's side of the demarcation point and the customer does not purchase a wire maintenance plan.

5. Late Payment Charges
  - a. All bills for which full payment has not been received or paid before the last date for timely payment may be subject to a late payment charge.
  - b. Late payment charges shall be as listed in Part 5.
  
6. Returned Check Charge
  - a. An administrative charge may be assessed for each occasion that a check, bank draft, or electronic funds transfer item is returned unpaid to the Company.
  - b. Returned Check charges shall be as listed in Part 5.
  
7. Service Charge for Reconnection
  - a. Where service has been discontinued for non-payment of a due bill, applicable service charges as listed in Part 5 shall apply.
  - b. Where service has been discontinued for the non-payment of a due bill, the customer may be required to reestablish credit as defined in Establishment and Maintenance of Credit.
  - c. The maximum payment for restoration of service that existed prior to disconnection shall be the total past due amount, applicable nonrecurring charges and if appropriate, an Advance Payment and Deposit as specified elsewhere in these Terms and Conditions.
  
8. Adjustment of Charges. In the event of an adjustment of charges for overbilling or underbilling by the Company, a correction (refund or charge) may be made of the full amount of difference for a period not to exceed ninety days. When the period or amount for which overbilling cannot be fixed from available records, the maximum refund or credit will not exceed an estimated amount of such billing.

## 1.7 TERMINATION OR SUSPENSION OF SERVICE

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



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

## **1.8 CUSTOMER COMPLAINTS AND DISPUTES**

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

## 2.1 LOCAL TELEPHONE SERVICE

Terms and conditions for local telephone service are located at <https://www.aureon.com/services/it-management/voice/>

1. General Information

- a. Central Office Access Lines extend between the central office equipment of the Company and the demarcation point located on the premises of the customer.
- b. Additional Terms and Conditions applicable to Telephone service are contained in Part I – General Terms and Conditions.

2. Local Calling Area

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

<b>EXCHANGE NAME</b>	<b>EAS (EXTENDED AREA SERVICE) INCLUDED IN THE LOCAL CALLING AREA</b>
Central Iowa Broadband	Ames and Nevada

### **3.1 GENERAL**

Broadband Services include Broadband Internet Access provided to Residential and Business customers. Also called Internet service or Cable Modem or DSL, these services are lightly regulated by the FCC.

### **3.2 TYPES OF SERVICES**

1. Internet Access Services are categorized as Symmetrical or Asymmetrical. Asymmetrical services are most common and provides downstream (from the internet) at greater bandwidth than upstream (to the Internet). Symmetrical service provides similar capacities in both directions.
2. The Company may require purchase of voice services as a prerequisite to broadband internet access.
3. The Company provides services at various capacities as shown in the Price List in Part 5.
4. Ancillary Services available to broadband customers include:
  - a. Email Addresses
  - b. Domain hosting
  - c. Static IP Address assignment

### **3.3 ACCEPTABLE USE POLICY**

Internet Access services are governed by the Company's Acceptable Use Policy which is posted on our website at [www.centraliowabroadband.org](http://www.centraliowabroadband.org).

### **3.4 COPYRIGHT PROTECTION NOTICE**

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

### **3.5 NETWORK PERFORMANCE**

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

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

A link for a Customer-initiated speed test is posted at <https://www.speedtest.net/>.

### **3.7 PRICE LIST/RATE CARD**

Rates for Broadband Services are listed in Part 5.

### **3.8 NETWORK TESTING OBLIGATIONS OF THE COMPANY**

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

### **3.9 LIFELINE FOR BROADBAND SERVICE**

The Lifeline Assistance (Lifeline) program, established by the Federal Communications Commission under 47CFR54, is a means of maintaining and preserving universal service by providing a reduction in the recurring price of basic local residential exchange access service, or fixed or mobile broadband service that meets minimum service standards to qualifying low-income residential subscribers. For more information on whether a broadband service customer qualifies for Lifeline, and for terms and conditions, refer to section 2.5(5)

#### **4.1 GENERAL**

Cable Television Service includes video channels provided to Residential and Business customers. Also called CATV (for analog or digital cable), IPTV (for internet protocol television), or MVPD (for multichannel video programming distribution), these services are regulated by the FCC and a state or municipal franchising authority.

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

#### **4.2 FRANCHISING AUTHORITY**

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

#### **4.3 CABLE SERVICE PROVIDER AUTHORITY**

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

#### **4.4. TYPES OF SERVICES**

1. Basic or Lifeline - This refers to the lowest level of cable service offered and generally includes local broadcast channels and public, educational, and governmental access channels. Your service provider may not require you to purchase any additional service tier other than the basic service in order to have access to pay-per-view or premium channels offered on an individual basis.
2. Enhanced Basic – second level of service and generally includes the basic service channels plus a variety of additional channels crossing multiple genres of content.
3. Premium Channels – channels purchased ala carte monthly such as HBO, Cinemax, Showtime, etc.
4. Pay-Per-View – movies and events purchased ala carte and viewed according to the guide schedule.
5. Video-On-Demand – movies and events purchased ala carte at any time.
6. Standard Definition channels are 720 x 480 pixels
7. High Definition Channels offer enhanced pictures that are 1280 x 720 pixels.
8. Availability of content is governed by content provider and certain channels and types of services may not be available in Public or Business location.

#### **4.5 CABLE TV CHANNEL LINE-UP**

Our current cable TV channel line-up is located on our website at:  
[www.centraliowabroadband.org](http://www.centraliowabroadband.org)

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

Rates for Cable TV Services are listed in Part 5.

#### **4.7 TYPES OF CHARGES (FEES) ON YOUR BILL**

1. Franchise - local municipal monthly charges for use of public right of way.
2. Retransmission – local broadcast station monthly charges for redistribution of their content.
3. Programming – all other channels monthly charges for distribution of their content.
4. Equipment Rental – service provider monthly charges for renting set top boxes, DVR, etc.
5. Taxes – all federal, state, and local taxes as required by law.

#### **4.8 WHERE TO ASK QUESTIONS OR FILE COMPLAINTS**

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

#### **4.9 OTHER OPTIONS FOR TELEVISION PROGRAMMING**

1. Over the Air - Since 2009, all full-power TV broadcast stations can only be received in digital format. To watch a television station over the air without a pay TV subscription, you need either a digital TV or an analog TV connected to a digital-to-analog converter box. In either case, you will need an appropriate antenna connected to the TV or the converter box. Depending on your location, this could be either an outdoor or an indoor antenna and you may or may not receive a signal.
2. For more information on antennas, see the Antennas and DTV consumer guide.
3. Online - Some programming can be accessed with a Broadband connection though availability is often delayed.



**TELEPHONE SERVICES**

All telephone services and pricing can be found under the services tab/telephone at [www.centraliowabroadband.org](http://www.centraliowabroadband.org).

**BROADBAND SERVICES**

All broadband services and pricing can be found under the services tab/internet at [www.centraliowabroadband.org](http://www.centraliowabroadband.org).

**SKITTER TELEVISION SERVICES**

All Skitter Television services and pricing can be found under the services tab/TV at [www.centraliowabroadband.org](http://www.centraliowabroadband.org).