

WELCOME! We've designed our Annual Notice to help with any questions you may have regarding your Midcontinent Communications cable television, telephone, high speed data, and other services. You'll find customer service information, helpful telephone numbers and mailing addresses, as well as billing and technical details. Midcontinent Communications is committed to providing you with state-of-the-art technology and exceptional service to give you the finest services possible. We sincerely appreciate your business and look forward to serving all of your communications and entertainment needs.

This Notice summarizes the policies and practices that directly affect you. We will send you a written, electronic or other appropriate notice informing you of any changes to these policies and practices and the effective date of those changes. If you find the changes unacceptable, you have the right to cancel your service. However, if you continue to receive services after the effective date of any changes, we will consider that your acceptance of the changes.

A CLEAR PICTURE AND HOW TO KEEP IT

We do everything possible to make sure the picture you receive is the best it can possibly be. If you're experiencing reception problems, there could be a quick, easy solution right in your home. Before you call us, please review the following troubleshooting checklist:

1. Make sure your TV and the receiver are plugged into a live electrical outlet and are turned on. Press the 'On' button.
2. For receiver use, make sure your TV is tuned to channel 3 (channel 4 for some televisions) by pressing the 'Channel' button on your remote.
3. Hand-tighten all the connections to your TV, VCR, and receiver.
4. Switch all cable-ready TVs to "CATV."
5. If you have more than one cable outlet, check to see if the problem is occurring on all TVs connected to our cable television service.
6. Check all the channels to determine if the problem is on only one channel, on all channels, or on a group of channels.
7. Make sure the batteries in your remote are working properly.

If you have tried all the items on this checklist and the problem is still not resolved, please visit our website, www.midcocomm.com, or call the Midcontinent Communications Customer Service Department at 1-800-888-1300. While we do everything possible to ensure trouble-free reception, from time to time equipment failures can occur. If an interruption affects a large number of homes simultaneously, you may receive a recorded message advising of any widespread service problems and may experience a delay in reaching a live representative when you call us.

REPAIR POLICY

Midcontinent Communications will repair and/or replace Midcontinent Communications' equipment used to provide your cable service at no charge. In the event the equipment shows evidence of damage due to negligence or beyond normal wear and tear, Midcontinent Communications may charge for the replacement cost of the unit. If you are experiencing problems, call to schedule an appointment for service. While most service and repair calls are free, Midcontinent Communications may charge for certain non-cable related service calls.

SIGNAL QUALITY COMPLAINT RESOLUTION

1. All complaints concerning the technical quality of the cable television signals we provide to you should be made in writing and sent to the following address: Attn: Customer Service, Midcontinent Communications, P.O. Box 5010, Sioux Falls, SD, 57117. You also may call Midcontinent Communications at 1-800-888-1300 to discuss the problem with one of our Customer Service Representatives.
2. A system engineer will analyze the complaint and make an initial assessment as to its probable cause. A service technician will investigate complaints concerning the technical quality of cable television signals within one business day of receipt, consistent with our ability to access your premises if such access is deemed necessary to resolve the complaint. If the problem can be resolved without a service call to your premises, you will be advised of this immediately.
3. All efforts will be made by our service technicians and other employees to resolve any complaints concerning the technical quality of service promptly and efficiently. If our service technician fails to correct the problem, you may contact Midcontinent Communications at 1-800-888-1300, or by email to mccomm@midco.net, and we will review the complaint and the corrective action taken. If we cannot take any further action to correct the problem, we will promptly inform you of our determination and the reasons we cannot correct the problem.

If you believe our investigation and handling of a cable service complaint are deficient in some manner, you may contact the local franchising authority listed on your monthly billing statement.

INSTALLATION AND SERVICE MAINTENANCE POLICIES

1. When ordering new services, we may request that you provide a Social Security number.
2. The TV must be placed where you want it to be connected.
3. Quoted charges are for standard installation, and additional charges may apply if custom work is required.
4. Equipment such as advanced receivers and compatible remote control units that we provide remains the property of Midcontinent Communications.
5. In the event of loss, damage, or failure to return equipment required for cable-delivered service, your account may be charged.

6. Our installers and technicians will not enter your home to perform work if a responsible adult is not present.
7. Tampering with our equipment or the use of purchased equipment to receive unauthorized broadband or other communications services is prohibited by law, and Midcontinent Communications will take action to deter theft of service, including service termination, restitution, civil actions for legal damages and, in some cases, criminal prosecution.

CUSTOMER SERVICE POLICIES: OUR PLEDGE TO YOU

1. If you are not completely satisfied with your new or upgraded service during the first 30 days from installation for any reason, we will refund all charges – including installation.
2. If our technician misses or is late for a scheduled installation appointment, your installation is free.
3. If our service technician misses or is late for a scheduled service appointment, you will be credited \$25.
4. The appointment window alternatives for installations, service calls, and other installation activities will be (a) morning, (b) afternoon, or (c) all day during normal business hours.
5. Basic cable installations will be performed within seven business days after you place an order—usually sooner.
6. We will immediately respond on a 24-hour basis to any area system outage.
7. Under normal business conditions, we will respond to fix any total snow (total loss of signal or receiving no picture on any channels) problem within 24 hours after receiving the call. We will begin actions to correct any other service problems within one business day after we receive notification of the problem under normal business conditions.
8. The average telephone answer time by a Customer Service Representative will not exceed thirty seconds under normal operating conditions.
9. We will notify you a minimum of 30 days in advance of any price or channel change, provided the change is within our control.

EQUIPMENT COMPATIBILITY

“Cable-Ready” and “Cable-Compatible” Equipment

Some models of television receivers and other video equipment, in particular older models, when connected directly to the cable system, may be unable to receive all the channels that Midcontinent Communications offers. Customers may have TVs or other video equipment that can tune to all of the non-scrambled channels we provide. Others may have older sets that do not tune to the upper cable channels. Even if you have a TV or other video equipment that was advertised as being “cable-ready” or “cable-compatible” when you purchased it, the equipment may not perform as you

expected when connected directly to a cable system. This is because no standards formerly were applicable to TV manufacturers regarding the reception of cable channels we provide. According to current federal regulations, however, TVs and other video equipment sold in the US cannot be called “cable ready” or “cable-compatible” unless they comply with technical requirements adopted by the Federal Communications Commission (FCC), including the ability to tune cable channels properly. Certain new digital televisions, recording devices, and other video equipment, known as Unidirectional Digital Cable Products (“UDCPs”), that are connected to digital cable systems may not be labeled using terms such as “digital cable ready” unless they accept a separate “CableCard” security device and comply with certain FCC technical requirements. CableCards are available from Midcontinent Communications for a low monthly fee and allow UDCPs to connect directly to digital cable systems without a set-top box. UDCPs, however, cannot access two-way cable services such as pay-per-view events and video-on-demand without an advanced receiver that Midcontinent Communications will provide for a low monthly fee. Midcontinent Communications also offers a variety of new High Definition (“HD”) services. You must have an HD compatible television or other HD compatible video equipment to view those services.

You also may encounter other problems or interference when your TV or other video equipment is connected directly to the cable system. For example, you may encounter interference from over-the-air broadcasts or an inability to receive higher channel numbers. These problems often are solved through the use of an advanced receiver, which is available through Midcontinent Communications for a monthly fee (not available in all areas). The receiver will “convert” the cable channels to a designated channel (usually channel 3 or 4) on your TV. The process of converting all of our channels to a designated channel means that you can only receive one channel on your TV at a time through the receiver. You consequently may be unable to use certain features of your TV or other video devices without additional equipment. For instance, recording one program while watching another, recording two or more consecutive programs that appear on different channels and the use of picture-in-picture may not be possible without additional equipment.

Availability of Additional Equipment

Some of the channels offered on the Midcontinent Communications cable system also may be scrambled and viewed only if an advanced receiver is used. However, as previously mentioned, the receiver may limit your ability to use certain advanced features on your TV or other video equipment. Should you wish to use some of these features, please contact Midcontinent Communications regarding your equipment needs. We will be happy to discuss alternatives with you and provide a schedule of equipment charges. This equipment might include an additional converter or a converter with dual tuning capability, or, if you have a receiver that can tune in all our cable channels, an A-B switch that will enable you to bypass the converter and tune in all unscrambled channels with your TV or other video equipment.

If you have an older television that cannot receive local UHF television broadcast signals or if you wish to receive the digital signals of local television broadcast stations, you may need a converter to

view these stations on additional outlets you may connect, on your primary outlet or both. For a low monthly fee, Midcontinent Communications will lease you converters as necessary to ensure that you can receive local television broadcast stations on all the cable connections in your home. You also may purchase bypass switches and additional converters at retail outlets. If you purchase or plan to purchase cable services that we scramble, such as premium, pay-per-view, or digital services, you should make sure that any converter you obtain from a retail outlet is capable of working with the separate “CableCard” security device Midcontinent Communications will provide to you for a low monthly fee. Upon request, we will provide you with the technical parameters necessary for any compatible video equipment acquired from a retail outlet to operate with our security devices and cable system. Please remember, however, that receivers with descrambling capabilities and separate security devices can only be obtained from Midcontinent Communications.

If you see advertisements for cable converters with built-in descramblers (so-called “pirate boxes” or “black boxes”) or for “CableCard” security devices, please remember that these devices are illegal to sell or use unless authorized by your cable company. To protect our cable system and the quality of the services we provide you, Midcontinent Communications will not authorize the use of any “pirate boxes.” People who use illegal receivers/descramblers are actually stealing cable service and will be prosecuted, as this practice unfairly results in increased prices to our honest subscribers and may damage our cable system.

Remote Controls

Midcontinent Communications currently provides customers with a Motorola or General Instrument DCT (Digital Consumer Terminal) and compatible remote control units. These receivers are provided by Midcontinent Communications for an additional monthly fee; however, the remote control units are provided at no extra charge when you lease the receiver.

The remote control that may have come with your TV or other video equipment also may be capable of controlling the DCT. If so, feel free to use it. If you choose, you may buy a “universal” remote control unit from a retail store that is capable of working with our receiver. Although features and functions of remote controls vary significantly, many universal remote control models from Sony, RCA, Radio Shack, and Universal Electronics may be programmed to operate customer equipment. Compatible remotes include the General Instrument DRC-400/425 and Universal Remote Control UR4-DCT, UR5-MDVR and UR5U-8820L. A representative list of remote control units compatible with Midcontinent Communications’ DCTs can also be found at www.midcocomm.com/resourcecenter. Should you have any questions about the compatibility of your remote control unit with Midcontinent Communications’ equipment, please call our Customer Service Department at 1-800-888-1300.

BILLING POLICIES AND PROCEDURES

1. Midcontinent Communications' cable and telephone services generally are billed in advance; i.e., you pay for your current billing period at the beginning of that period, as you would for rent or magazine subscriptions. The exceptions are for long distance calls, pay-per-call services (like 900 numbers) and pay-per-view or VOD movies or events, which generally are billed after they are provided to you.
2. We generally provide service to you on a monthly basis. Charges for service start within 24 hours after service is installed. Therefore, charges for services that you have received for a period of less than one month will be prorated so that you will be charged only for the period during which you received the service. All prorated charges will show the range of service dates and the corresponding cost for that service.
3. The bills you receive will show the total amount due and the payment due date. When you subscribed to our services, you agreed to pay us monthly by the payment due date reflected on the monthly bill for that service and for any other charges due, including any administrative and related fees, charges, and assessments for late payments or non-payments, returned check fees, and other separate or additional fees. The due date is indicated at the top of your Midcontinent Communications monthly statement. Please allow for sufficient mailing time to ensure that your payment reaches us by the due date.
4. When you subscribed to Midcontinent Communications' service, you agreed to pay all city, state and federal fees and taxes, franchise fees, regulatory fees, and other charges, if any, which are now, or may in the future be, assessed on the services you receive from us by governmental entities. Franchise fees are paid directly to the city or township in which you live for use of public rights-of-way and the right to operate a cable television system in your community. Regulatory fees are charges that the Federal Communications Commission assesses and uses to fund federal government oversight and regulation of cable television operations. We typically identify and include governmentally imposed fees on your monthly bill.
5. If payment of the previous billing period is not shown on your statement, your payment did not reach us in time, resulting in a late notice on your bill. Paying your bill within 15 days of receipt will avoid this notice. A late fee of \$5.00 will be assessed to accounts not paid in full each month. When you subscribed to Midcontinent Communications' service, you agreed that the amount of the late fee bears a reasonable relation to probable damages suffered by Midcontinent, and is not disproportionate to any damages reasonably to be anticipated from the payment of less than the full amount of your account.
6. If we are required to use a collection agency or attorney to collect money that you owe us or to assert any other right that we may have against you, subject to applicable law, you have agreed to pay the reasonable costs of collection or other action. These costs might include, but are not limited to, the costs of a collection agency, reasonable attorney's fees, and court costs.

7. If you believe your bill contains an error or you otherwise wish to request a credit on your bill, you must notify us within six (6) months from the time you receive the bill for which you are seeking correction.
8. Subject to applicable law, your service may be disconnected if you do not pay your bill by the due date indicated on your monthly statement, and we may require you to pay all past-due charges, an installation fee, and a minimum of one month's advanced charges before we reconnect your service. If you do not reconnect, any rental equipment must be returned to us. A handling fee may be charged for returned checks. If your account is delinquent for more than 30 days, your service may be disconnected. To have your service reinstated, you will have to pay a reconnect charge in addition to the account balance and the next month's service fee.
9. You may request that your cable and/or telephone, and/or high speed data service be disconnected at any time. Your billing for service will stop the date you request to have the service disconnected. To avoid any further liability, all rental equipment required for cable, telephone, or Internet services must be returned to Midcontinent Communications at the time of disconnection. In the event the equipment shows evidence of damage due to negligence or beyond normal wear and tear, Midcontinent Communications may charge for the replacement cost of the unit.

CUSTOMER CONCERN RESOLUTION

Should you have any questions or concerns regarding your Midcontinent Communications service, we urge you to call our Customer Service Department at 1-800-888-1300. This number also is provided on your monthly statement.

You may submit your concern in writing. When writing to us, please include your name, address, telephone number, and description of the error, and mail to the following address:
Attn: Customer Service, Midcontinent Communications, P.O. Box 5010, Sioux Falls, SD, 57117.
Or, you may email us at mccomm@midco.net.

In addition, if you are dissatisfied with our handling of your cable complaint, you may contact your local franchising authority. You will find the address of the responsible officer for your franchising authority on your monthly statement.

PROTECTION OF NONPUBLIC PERSONAL INFORMATION REGARDING CABLE TELEVISION CUSTOMERS

We consider the privacy of our subscribers to be very important, and we are committed to keeping nonpublic personal information about our subscribers secure and confidential. Federal law requires that we provide this summary of our Privacy Policy. However, it does not represent change in our policies. We always have regarded subscriber information as confidential. A copy of Midcontinent's Privacy Policy can be found on our website at www.midcocomm.com.

Your right to review personal information

All personally identifiable information concerning you that Midcontinent Communications collects and maintains is available for your review during normal business hours at the office listed on your monthly bill. We will correct our records if you make a reasonable showing that any of the information we have collected about you is inaccurate. Call us for an appointment if you would like to review this information.

Pertinent personal information that we collect

The personally identifiable information that we collect includes such things as your name, service, and billing addresses (including e-mail address); telephone numbers; Social Security number; payment and deposit records; bank account and credit card numbers used to pay for our services; credit information; maintenance and complaint information; service options you have chosen; and the number of television sets and computers in your household that are connected to our communications system. Midcontinent Communications collects and uses this information for billing, programming, marketing, maintenance, and other cable-related purposes, including the detection of unauthorized reception of cable services. Midcontinent Communications may collect such information during the period of time that you are receiving service and for a reasonable amount of time thereafter (for purposes of follow-up billing, etc.). Midcontinent Communications will destroy the personally identifiable information when the information is no longer necessary to conduct cable related activities and is not required by us for other legitimate business reasons such as tax or accounting purposes.

Disclosure of Information—Personal Privacy Protection

Midcontinent Communications will strive to protect your privacy and will not release personal information in relation to your account except to those businesses or individuals lawfully permitted to receive it. We may disclose personally identifiable information about you to others without your consent if necessary to conduct a legitimate business activity related to a service that we provide to you. For example, if necessary, we may occasionally disclose your name, address, or other subscriber information we have collected to an affiliate or another unrelated company for the following purposes: (a) to assist us in providing administrative, customer assistance, or other customer services; (b) to prepare, print, or deliver monthly invoices for our services or other marketing or informational materials that we distribute to our customers; (c) to prepare and conduct subscriber surveys that allow us to assess and enhance the services we provide to you; (d) to collect a past due bill; or (e) to develop or maintain software for us.

We also will refuse to disclose any personal information pertaining to you to a governmental agency unless forced to do so by a court order or subpoena. We will notify you before responding to such requests, unless we are legally prohibited from doing so, to give you a chance to contest the government's request if permitted by law. However, under certain circumstances, the government may obtain a court order blocking us from giving you notice of the government's request before we are required to respond to it.

Noncompliance

If you believe we have violated your privacy rights as established by law, in addition to other remedies that may be available to you, you may bring a civil action against us in a United States District Court.

Do-Not-Call Policy

Midcontinent Communications (“Midcontinent”) has adopted its Do-Not-Call policy to ensure that we honor the telephone privacy preferences of our customers and potential customers. Our policy is to comply with all applicable federal and state Do-Not-Call laws and to refrain from making any telephone solicitations to any person who has indicated a desire not to receive such calls. This policy shall be followed by all persons who use the telephone to market the residential services offered by Midcontinent. A copy of the policy statement is available upon request by contacting Midcontinent at 1-800-888-1300, or by letter to Midcontinent Communications, 3901 N. Louise Ave, Sioux Falls, SD 57107, or email request to mccomm@midco.net.

Telephone Service Information

There are special rules governing use of information we obtain from our telephone customers. They are described in the section of this notice titled “Notice of Rights Concerning Use of Customer Proprietary Network Information.”

TELEPHONE SERVICE

Notice of Rights Concerning Use of Customer Proprietary Network Information

In the course of providing service to you, Midcontinent collects information concerning the telephone services you purchase and how you use them. This information is known as “Customer Proprietary Network Information” or “CPNI.” CPNI includes any information on the quantity, technical configuration, type, destination, location and amount of use of your service that we obtain because we are your telephone carrier. It does not include names and telephone numbers published in telephone directories or information we obtain as a result of providing cable or Internet service. We use CPNI to monitor the quality of the service we provide and to prepare your bills. We also use CPNI to market services and equipment to you and other customers, including telephone service and Internet access as well as to notify you when services may be out for maintenance or when there may be changes made to those services. We share CPNI with companies that provide billing and other services that we use to offer telephone service, and with companies that are affiliated with us. When we share CPNI with unaffiliated companies, we require them to enter into agreements to protect the confidentiality of the information.

You have a right, and we have a duty, under federal law to protect the confidentiality of CPNI. We have the right under federal law to use your CPNI to provide telephone service, to bill you, to market services related to services you already buy from us, to protect our facilities and property and in response to lawful demands from law enforcement agencies. You have the right to disapprove

of our use of CPNI for marketing services other than those that are related to services you already buy from us and to withdraw access to CPNI at any time. Withdrawing access to CPNI will not affect our ability to provide telephone service to you, or the quality of the service we provide. However, if you do withdraw access to CPNI, it may be more difficult for us to help you if you want to purchase the most cost-effective service package. Allowing us to use your CPNI may enhance our ability to offer products and services tailored to your needs.

If you want to allow us to use your CPNI, you do not have to do anything. If you do not wish to allow us to use your CPNI for marketing services other than those that are related to services we already provide to you, you can notify us at any time in writing at the following address: Attn: CPNI Opt Out, Midcontinent Communications, P.O. Box 5010, Sioux Falls, South Dakota, 57117. The request must state that you want to deny access to CPNI, include your account number, list all of the telephone numbers that you wish to cover with the request and be signed by someone who is an authorized party for your account. In accordance with the FCC's rules, if you do not make a request to limit or disallow use of your CPNI within thirty (30) days of this notice, we will assume that you wish to allow us to use your CPNI until you tell us otherwise. Whatever decision you make is binding on us for the use of CPNI outside of the services to which you already subscribe until you affirmatively revoke or limit your approval or denial.

SERVICE TERMS & CONDITIONS

1. This document contains the terms and conditions of service for the current telephone product offerings of Midcontinent Communications (Midcontinent). These product offerings are referred to as the "Services."
2. Some customers may receive service pursuant to a written contract with Midcontinent Communications. When such a written contract exists, any contract terms that are different from the general terms contained in this document shall govern the Services provided to the customer. Terms and conditions of service contained in this document which are not inconsistent with the written contract also shall apply.
3. Use of the interstate services of Midcontinent constitutes acceptance of the current version of the terms, and conditions as posted on Midcontinent Communication's website (except for those terms and conditions governed by a written contract as set forth above). These terms and conditions of service may be modified from time to time in the sole discretion of Midcontinent Communications, consistent with applicable legal requirements. Continued use of Midcontinent services constitutes acceptance of the modified terms and conditions of service as posted.
4. Midcontinent's services are provided subject to the availability of facilities and subject to the applicable terms and conditions. Services provided by Midcontinent may be connected with services or facilities of other carriers, or may be provided over facilities provided by carriers other than Midcontinent. Service provided by Midcontinent, however, is not a part of a joint undertaking with any other carrier providing telecommunications channels, facilities, or services.

5. Midcontinent Communications is committed to providing its customers with access to police, fire and rescue service through 911/E911, a service that automatically provides the address you have registered with Midcontinent Communications to your local 911 dispatcher when you call 911 and that permits your local dispatcher to call you back if necessary. The only address sent to the 911 dispatch center for all telephone numbers is the service address listed on the account. The customer will be responsible for directing any emergency personnel, related to a 911 call, to the correct building, room, location, or person in need of emergency assistance.
6. Midcontinent reserves the right to discontinue service when the Customer is using the service in violation of the provisions of the applicable terms and conditions, in an unlawful manner, or in violation of regulatory requirements. Midcontinent reserves the right to discontinue service without notice when it receives a threat of harm to the company, its equipment, or its employees.
7. Services may be used for any lawful purpose for which the service is technically suited consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the service. Midcontinent's services are provided subject to the condition that they will not be used for any unlawful and/or fraudulent purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises Midcontinent that such services are being used or are likely to be used in violation of the law and/or in a fraudulent manner. If Midcontinent receives other evidence giving reasonable cause to believe that such services are being used or are likely to be used for unlawful and/or fraudulent purposes, it may discontinue or deny the services and/or refer the matter to the appropriate law enforcement agency in accordance with law.
8. No Customer shall use any service mark or trademark of Midcontinent Communications or refer to Midcontinent in connection with any product, equipment promotion, or publication of the Customer without the prior written consent of Midcontinent Communications.
9. MIDCONTINENT COMMUNICATIONS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT. In no event shall Midcontinent be liable for the acts, omission, or delays imposed by third-party vendors to Midcontinent as long as Midcontinent has made reasonable efforts to obtain the necessary services on a timely basis. Any Midcontinent liability to Customer for any damages of any kind under this Agreement shall not exceed, in amount, a pro-rated share of the charges for the service involved; and these damages will apply only if there is a service interruption lasting at least 24 hours. Remedies under this provision are exclusive and limited to those expressly described herein. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. Midcontinent will provide a customer's correct name and telephone number to a calling party either upon request to or interception by Midcontinent in the event there is an error or omission in the customer's directory listing. Midcontinent's liability for any errors or omissions in any directory listings is limited to the charges made for the listing itself. Midcontinent shall not be liable to Customers or others for any incidental, indirect, special or consequential damages of any kind, including loss of use, loss of business, or loss of profit, arising from errors or omissions in directory listings.
11. Customer shall remain responsible for payment of calling card usage, irrespective of any actual or alleged unauthorized or fraudulent use. Midcontinent shall use reasonable efforts to obtain a credit from its carrier for all fraudulent or unauthorized usage. Midcontinent reserves the right to terminate Services for a user who uses the card for unauthorized purposes or otherwise misuses the Service, or where, in the carrier's judgment, there is sufficient risk of fraudulent use.
12. Midcontinent shall not be liable for, and shall be fully indemnified and held harmless by, customers against any claim or loss, expense or damage, for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name, service mark, or proprietary or creative right, or any other injury to any person, property, or entity arising out of the material, data, or information transmitted.
13. Payments made after the due date, and not in dispute, are subject to forfeiture of Volume Discounts (where applicable). In addition, when the bill is over thirty (30) days in arrears from the due date, late payment charges may be assessed. A check service charge will be assessed if for any reason a check tendered to Midcontinent by a customer as payment is returned to Midcontinent or is not in an acceptable form. The check charge will be the maximum as allowed by the state. The same return charges also are applicable on payments made through Midcontinent's online bill pay system (EZ-Pay).
14. A Customer also is liable for any legal fees incurred by Midcontinent in the process of collecting a past-due amount. The amount of these fees can be determined by the officers of a court if the proceedings are fully litigated. If the Customer acquiesces to Midcontinent's demand for payment before a judgment is rendered, Midcontinent will bill the delinquent Customer for costs incurred to that point. The Customer is entitled to a statement of legal fees that are being assessed.
15. Any governmental assessments, fees, licenses, or other similar taxes or fees imposed upon Midcontinent shall be charged to Customers receiving Midcontinent's service within the territorial limits of the governmental authority imposing such taxes and fees. Such taxes and fees will be allocated among such Customers uniformly on the basis of Customer monthly charges for the types of service made subject to the taxes or fees. Such taxes and fees will be separately stated on bills.

16. Inquiries, general questions, or complaints may be directed informally to Midcontinent by telephone, in person, or in writing at Midcontinent's office located at 3901 N. Louise Ave, Sioux Falls, SD 57107. Business and Residential customers can reach Midcontinent's Customer Service Department by dialing toll-free: 1-800-888-1300. Midcontinent's Customer Service Department accepts calls on a twenty-four-hour-a-day basis. Complaints concerning the charges, practices, facilities, or services of Midcontinent will be investigated promptly and thoroughly. Midcontinent will keep records of each complainant showing the name and address of the complaint, the date and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint that will enable Midcontinent to review and analyze its procedures and actions. Customers may file with the state Public Utility Commission or Federal Communications Commission for resolution of disputes.
17. Prior to the disconnection of service, Midcontinent shall, to the extent feasible, provide a written notice to the Customer setting forth the reason for disconnection and the final date by which the account is to be settled or specific action taken. The notice shall be considered rendered when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the notice shall be considered rendered when delivered to the last known address of the person responsible for payment for the service. The notice will specify (800) 888-1300 as a toll-free number at which a Midcontinent representative can be reached to provide additional information about the disconnection.
18. Service may be refused, disconnected, or suspended without notice if: (a) a condition on the Customer's premises is determined by Midcontinent to be hazardous; (b) the Customer uses the service in such a manner as to adversely affect Midcontinent's equipment or Midcontinent's service to others; (c) equipment furnished, leased, or owned by Midcontinent is subject to tampering; (d) there is unauthorized use. Unauthorized use includes, without limitation, use or attempted use for an unlawful purpose and/or use or attempted use in any fraudulent manner.
19. All services are offered subject to availability, which may vary by geographic area and may depend on the availability of facilities owned by or leased to Midcontinent. Some services are not available in all areas.
20. Third Party Applications and Services: Certain third party applications and services that use telephone lines do not conform to telephone industry standards. For that reason, Midcontinent is not responsible for compatibility of third party applications and services with Midcontinent telephone products.

Items 21 through 22 apply only to Midcontinent Digital Phone Service.

21. Through our Digital Phone Service, Midcontinent Communications is committed to providing its customers with access to police, fire and rescue services through 911/E911, a service that automatically provides the address you have registered with Midcontinent Communications to your local 911 dispatcher when you call 911 and that permits your local dispatcher to call you back if necessary. Midcontinent has engineered its service to comply with the telephone industry standards for reliability and access to 911. This includes backup power for our telephone network and monitoring to provide additional backup for longer outages. As with any other phone service provider, Midcontinent Digital Phone Service, including 911 calls and E911 service, will be unavailable if the lines between your home and the network switch are disabled due to a catastrophic condition, such as a storm, and E911 service may be unavailable due to problems at the government's call center that are outside Midcontinent's control. Our current telephone modem includes a battery backup that is designed to ensure that the unit will continue to work during a power outage, in accordance with telephone industry standards. As long as this battery backup unit is charged and functioning, your Midcontinent Digital Phone service will continue to work, but you may not be able to make calls, including 911 calls, if there is a power outage for an extended period of time. If the modem for your digital phone service does not have back-up batteries and you would like to have it exchanged for one that does, please call us.
22. With Midcontinent Digital Phone Service, your telephone modem is set up to provide service to the address you provided when you signed up for service, and will not work if you move it outside the local Midcontinent Digital Phone network. Please do not move this equipment to another location without first contacting Midcontinent Customer Service at 800-888-1300, or via email to mccomm@midco.net, so we can change the address to reflect the new location and ensure that the right information is provided if you have to call 911. Changes in your location information will not be available to E911 operators immediately because of limitations in the process for updating that information. If you move the telephone modem without informing Midcontinent, you may still be able to call 911 but E911 service will not work properly.
23. Customers agree that: (a) the Service provided by Midcontinent Communications will be utilized solely in accordance with all applicable laws. Midcontinent Communications reserves the right to terminate your Service immediately and without advance notice if Midcontinent Communications, in its sole discretion, believes that you have violated any law or in accordance with a court order or an order of any regulatory or law enforcement authority; (b) the Residential Service provided by Midcontinent Communications will be utilized solely for Customer's personal, residential, non-commercial use. Customer shall not use the Service for any commercial or governmental activities, profit or non-profit, including but not limited to home office, business, call center services, sales, telecommuting, transcription, telemarketing, autodialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would be inconsistent with normal residential usage patterns. If a Residential

- Customer exceeds 5,000 minutes of toll usage in any month, the Residential Customer shall be presumed to be in violation of the applicable restrictions and it shall be the responsibility of the Residential Customer to demonstrate to the Company that the usage was not a violation of any of the restrictions. Customer shall not resell or redistribute (whether for a fee or otherwise) the Service, or any portion thereof, or otherwise charge others to use the Service, or any portion thereof. Customer agrees that if Customer uses of the Service for any prohibited commercial or governmental purpose, Customer will pay any applicable higher rates for such use during all past periods; and (c) Customer will adhere to any Midcontinent Communications policies, rules and regulations related to the Service. Customer acknowledges that Midcontinent Communications may adopt or change such policies, rules and regulations at any time. Midcontinent Communications reserves the right to disconnect Service without notice (except as required by applicable law) for any prohibited transmissions or uses and to terminate the Service in the event of a violation of the foregoing use restrictions or in the event of an excessive number of calls during a fixed period, heavy usage during business hours, heavy usage concentrated over consecutive dates, or usage that may be deemed to be business or commercial use. Customer minutes used may be monitored and the customer may be required to provide all relevant phone records to Midcontinent Communications if there are indications of usage abuse of this service in violation of the service agreement.
24. Inside Wiring: [Except as described in the terms of any separate inside wiring maintenance plan Customer may purchase,] Midcontinent Communications is not responsible for the operability or maintenance of any wiring between the telephone modem or network interface device, as applicable, and Customer's telephone ('inside wiring'), whether that wiring is owned by Customer or a third party. Customer will be charged for a service call and all applicable repair charges if Midcontinent Communications responds to a request for service and determines that the problem is caused by the inside wiring.
25. Midcontinent Communications will use its best efforts to comply with telephone regulations which establish guidelines for local exchange service interruptions for maintenance. Where reasonably possible, maintenance causing service interruption will be conducted at times which cause minimal inconvenience to customers. In all cases where service interruptions are planned and are likely to be extensive, Midcontinent Communications will make a reasonable effort to notify affected customers in advance.
26. If you have a local telephone service complaint you feel is not being resolved to your satisfaction you may contact your state public utility commission. In South Dakota you may call the Public Utility Commission (PUC) at 1-800-332-1782, in North Dakota call the Public Service Commission (PSC) at 1-701-328-2400, or in Minnesota call the Public Utility Commission (PUC) at 1-800-657-3782. For interstate services, you may contact the Consumer and Governmental Affairs Bureau of the Federal Communications Commission, 445 12th Street SW, Washington, D.C. 20554, 1-888-225-5322, TTY: 1-888-835-5322.

Call Before You Dig

There may be underground utility cables located in your yard. Digging into an underground cable line, phone line, electric cable, gas line or water and/or wastewater line could result in serious personal injury, service interruptions, property damage or pollution of the environment. If utility lines are cut you may be liable for charges.

Please call the number for your state to locate underground utility cables at least two days before you dig: Quick access to 'One-Call' centers by dialing 811; or, South Dakota 1-800-781-7474, North Dakota 1-800-795-0555, Minnesota 1-800-252-1166.

