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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.

Access to Call Records

The Federal Communications Commission (FCC) has established regulations governing the records Midcontinent has about the telephone calls you make on our network. These regulations specify when we can have discussions with customers regarding their call records. We are required to ensure that we are communicating with the account holder or a person you’ve authorized to share information with on the account before we can release call record data.

Call Records

A call record is any information regarding a telephone call made to another party. Call records include specific information regarding telephone usage, such as:

- Telephone Numbers Called
- City and/or State
- Call Duration
- Date and Time

If you or your authorized account user can provide the call detail, we can continue with the conversation as long as we have authenticated with whom we are speaking. We can discuss only calls you or your account user can provide detail on. We cannot discuss or bring up any other call records during the conversation.

If you or the person you have authorized on your account cannot provide call detail, we are required to:

- Arrange a time to call you, or your authorized account user, back at the telephone number on the account.
- Mail information to the address on the account; or
- Provide the information to you if you produce a photo ID at a Customer Service Center.

Additional CPNI information can be found in Section 8 of our Privacy Policy. To view Midcontinent’s Privacy Policy online visit our Resource Center at midcocomm.com.

CABLE SERVICE INFORMATION

Installation and Service Maintenance Policies

1. When ordering new Services, we will ask for your Social Security number to help protect your account from fraudulent access.
2. Please be sure your TVs are where you would like them before our technician arrives to connect Service(s). TVs also need to be moved away from the walls so our technicians can connect Services.
3. Standard installation charges may apply. If custom work is required, additional charges may apply. These charges will be discussed with you prior to completing your service request.
4. Equipment leased from Midcontinent Communications to support your Service remains the property of Midcontinent Communications and is required to be returned in working conditions within five (5) calendar days after disconnecting Service.

5. As specified in Section 5 of the General Terms and Conditions above, if equipment is not returned in (5) calendar days after disconnection, or returned in non-working or poor condition, applicable equipment charges will be placed on the customer account and will be due immediately. If the equipment is returned after five (5) calendar days, we will reverse the charges if the equipment is in good, working condition.

6. An authorized person 18 years of age or older must be present throughout the service visit. Our installation and service technicians will not enter your home or complete the work order unless an authorized person is present.

Repair Policy

Midcontinent Communications will repair 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 beyond normal wear and tear, damage, including but not limited to damage due to smoke (tobacco or other), beverages, or food, or from being dropped or improperly cared for, Midcontinent Communications may charge for the replacement or repair cost of the equipment. 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 issues not related to Midcontinent services.

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: You can access ‘One-Call’ centers by dialing 811; or, South Dakota 1-800-781-7474, North Dakota 1-800-795-0555, Minnesota 1-800-252-1166.

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

Midcontinent has converted most systems to deliver channels in a digital format. Televisions built after 2006 usually have an internal tuner which will allow our digitally-delivered channels in our Limited and Basic channel lineup to be viewed without leasing Midcontinent digital equipment such as a DVR, DCT, Digital Adapter, CableCARD or an HD DCT/DVR. (Note: Digital-ready TVs with internal tuners may need to be occasionally rescanned to receive digital channels.)

Some older models of televisions may be unable to receive all the channels that Midcontinent offers. To ensure that you can receive all the channels available with your Midcontinent Cable service, you may connect to a digital device leased from Midcontinent. Older TVs without an internal tuner or connected to Midcontinent digital equipment will only be able to view channels 2-22.

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.

According to current federal regulations TVs and other video equipment sold in the U.S. 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 a cable box that Midcontinent Communications will provide for a monthly fee. (Digital Adapters cannot access two-way cable services.)

Midcontinent Communications also offers a variety of new High Definition (“HD”) services. You must have an HD compatible television and lease an HD receiver to receive HD services.

Remote Controls

Midcontinent Communications currently provides customers with a Motorola, General Instrument, or Pace 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 cable box. 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 RCA RCR612, La-Z-Boy LZ6200, and Universal Remote model R7.

For more information about the compatibility of your remote control unit with Midcontinent Communications’ equipment, please call our Customer Care Department at 1-800-888-1300, visit a Customer Service Centers or check out our listing online at midcocomm.com/cable. Remote controls must be returned with the cable box within five (5) calendar days after disconnection of service in accordance with Section 5 of the General Terms and Conditions above. If the remote control is not returned or is damaged, replacement costs will be charged to your account.

BILLING

Policies and Procedures

1. Midcontinent’s Services generally are billed in advance. The exceptions are for Services such as long distance calls, telephone calls, and Pay-Per-View or Video-On-Demand movies or events, which are billed after they are provided to you.
2. Your charges for Services will begin on the date they were installed or changed. Because Midcontinent bills monthly in advance, new services or services that have been changed will likely fall in a month for which we have already billed. Midcontinent may require payment for the partial month of service by credit card or other electronic payment options. If the first payment is not collected, your first bill following the purchase of new services probably will have partial month billing from the date you received the new services until the next billing cycle along with one month in advance for all the services you receive. For example, if you connect services on January 17th and no payment is collected at the time of installation, your February billing statement will reflect a partial month charge for the new or changed service from the 17th to the end of the month and a full month’s charge from February 1st to the end of the month for all your services.
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 monthly statement. Please allow for sufficient mailing time to ensure that your payment reaches us by the due date. Electronic payments may take up to three business days to process.
4. When you subscribed to Midcontinent’s service, you agreed to pay all city, state and federal fees and taxes, franchise fees, regulatory fees, retransmission fees, and other charges, if any, which are now, or may in the future be, assessed by governmental entities on the services you receive from us. 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. A late fee of \$5.00 will be assessed to accounts not paid in full each month by the due date. When you subscribed to Midcontinent’s 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 within five calendar days of the disconnection of service(s) as specified in Section 5 of the General Terms and Conditions above. A handling fee will 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 after disconnection, you must pay a reconnect charge in addition to the account balance and the next month’s service fee. A fee may also be accessed if you wish to expedite the reconnection of Service.
9. You may request that your video, phone, or HSI Service be disconnected at any time. Services cannot be disconnected the same day as the request; one business day notice is required and billing for this Service will cease on the scheduled date. Your last billing statement may include credits due to partial month billing of the disconnected Service. To avoid any further liability, all rental equipment required for cable, phone, and HIS Services must be returned to Midcontinent Communications within five (5) calendar days after disconnection of Service(s) as specified in Section 5 of the **GENERAL TERMS AND CONDITIONS**. If the equipment shows evidence of damage due to negligence or beyond normal wear and tear, Midcontinent may charge for the replacement cost of the unit.

COMPLAINT RESOLUTION PROCEDURES

Customer Concern Resolution

If you have questions or concerns regarding your Midcontinent Service, please call our Customer Care Department at 1-800-888-1300. This number also is provided on your monthly statement.

You can also:

- Submit your concern by email via at www.midcocomm.com/email/.
- Submit your concern in writing. Include your name, address, best contact telephone number and best time to contact you. Mail to: Attn. Customer Care, Midcontinent Communications, P.O. Box 5010, Sioux Falls, SD 57117.
- 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.

Signal Quality Complaint Resolution

Complaints concerning the technical quality of the cable television signals we provide to you can be made in writing and sent to the following address: Attn: Customer Care, Midcontinent Communications, P.O. Box 5010, Sioux Falls, SD, 57117, or if you prefer, you also may call us at 1-800-888-1300 or email us at www.midcocomm.com/email/.

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 appears 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.

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 via www.midcocomm.com/email/ 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.

Local Telephone Service Complaint Resolution

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.

MISCELLANEOUS GENERAL INFORMATION

Parental Controls

With the wide variety of programming available on cable channels, we recognize that not all programs or channels are suitable for every member of the household. For cable customers who have access to the i-Guide through their Digital Receiver, channels, ratings and programs can be blocked using the remote and following the instructions on the i-Guide. A customer may set controls on what programs may be viewed through use of a PIN. In addition, you can restrict access to Pay-Per-View programming. For further information, please call 1.800.888.1300 or visit midcocomm.com.



2011 ANNUAL NOTICE
TO ALL CUSTOMERS

(Please retain this notice for future reference.)

WELCOME

We’ve designed our Annual Notice to help with questions you may have regarding your Midcontinent Communications Services. You’ll find Customer Care information, helpful telephone numbers and mailing addresses, as well as billing and technical details. Midcontinent Communications (“Midcontinent” or “we”) is committed to providing you with state-of-the-art technology and exceptional Customer Care. 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 while you are a Midcontinent customer. We will send written, electronic or other appropriate notices informing you of changes to these policies and practices and when they will take effect. 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, that will indicate your acceptance of the changes.

CUSTOMER CARE – OUR PLEDGE TO YOU

- 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.
- If our technician misses or is late for a scheduled appointment, your account will be credited \$25.
- Service Calls/Installations: Scheduling times for a technician to visit your home depends on the type of appointment. Generally under normal operating conditions:
 - Installation schedules include morning (AM), afternoon (PM), and two-hour time slots of 8AM to 10AM, 10AM to noon, 1PM to 3PM, 3PM to 5PM, and 5PM to 7PM. These are the timeframes in which the technician will arrive. Example, the technician will arrive between the hours of 8AM and 10AM and then be there for the length of the install. We are considered to be late 15 minutes after the scheduled arrival timeframe (in this case, late would be considered 10:15 AM).
 - Service calls, disconnects, and special request appointments will be scheduled between 8AM and 5PM in an 8-hour timeframe, with the technician arriving sometime during that timeframe. The exception is if you would like us to pick up equipment during the disconnection of services. At this time, we offer two-hour arrival time slots of 8AM to 10 AM, 10AM to 12PM, 1PM to 3PM, 3PM to 5PM, and 5PM to 7PM for disconnection with equipment pickup.
 - Basic Cable installations under normal business conditions will be performed within seven business days after your order is placed, usually sooner.
- We will immediately respond on a 24-hour basis to any area system outage.
- Under normal business conditions we will begin working on Service interruptions promptly within 24 hours after receiving notice of any condition within our control. We will begin actions to correct any other Service problems within one business day after we receive notification of the problem.
- The average telephone answer time by a Customer Care Representative will not exceed 30 seconds under normal operating conditions.
- We will notify you a minimum of 30 days in advance of any price or channel change that is within our control. Changes in taxes or other government-related charges are not within our control.

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1-800-888-1300 • www.midcocomm.com

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PRIVACY

General Privacy Policies

Authorized Users

You may wish to add an authorized user to your account. If you choose to add an authorized user to the account, you are granting total account access to the authorized user. This means an authorized user can obtain billing and service information, have access to call records, make payments, install, upgrade, downgrade or disconnect Services, as well as take over responsibility of the account.

Protection of Nonpublic Personal Information

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. You can find a copy of Midcontinent’s Privacy Policy at midcocomm.com.

Pertinent Personal Information

The personally identifiable information that we collect includes such data as your name, service, and billing addresses (including email address); telephone numbers; Social Security number; payment and deposit records; credit information, maintenance and complaint information, and service options you have chosen. Midcontinent 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 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.). We will destroy the personally identifiable information when the information is no longer necessary to conduct our Service-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 will strive to protect your privacy and will not release personal information in relation to your account without your consent 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 services and customer assistance; (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 may be legally required to release your personal information due to a court order, a subpoena, other government order. When allowed by law, we will notify you before releasing your personal information to give you a chance, if you decide it is in your interest, to seek advice from an attorney. In some situations we are legally prohibited from providing you with any notification regarding the release of your personal information.

Your Right to Review Personal Information

All personally identifiable information concerning you that Midcontinent collects and maintains is available to you. Customers can visit a Midcontinent Customer Service Center during normal business hours or call 1-800-888-1300 for assistance. We will correct our records if you make a reasonable showing that any of the information we have collected about you is inaccurate.

Telephone Privacy Policy

Do-Not-Call Policy

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, by letter to Midcontinent Communications, P.O. Box 5010, Sioux Falls, SD, 57117, by visiting one of our Customer Service Centers or by email at midcocomm.com/email/.

Cable Privacy Policy

Noncompliance

If you believe we have violated your cable television 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.

GENERAL TERMS AND CONDITIONS

The following are general terms and conditions of the Agreement you accepted when you first purchased Midcontinent Services. For purposes of this Agreement, Midcontinent services may include, but are not limited to, cable television service (“video”), High-Speed Internet service (“HSI”), and voice service (“phone”), each a “Service” and collectively the “Services.”

Midcontinent may change prices, fees, the Services and/or the terms and conditions of this Agreement in the future. Unless this Agreement or applicable law specifies otherwise, we will give you thirty (30) days prior notice of any significant change to this Agreement. If you find the change unacceptable, you have the right to cancel your Service(s). However, if you continue to receive Service(s) after the end of the notice period (the “Effective Date”) of the change, you will be considered to have accepted the changes. You may not modify this Agreement by making any typed, handwritten, or any other changes to it for any purpose.

1. Some customers may receive Service or Services pursuant to a separate written contract with Midcontinent. 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 that are not inconsistent with the written contract also shall apply.

2. Use of Midcontinent’s interstate Services constitutes acceptance of the current version of the terms, and conditions as posted on Midcontinent’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 at Midcontinent’s sole discretion, consistent with applicable legal requirements. Continued use of Midcontinent Services constitutes acceptance of the modified terms and conditions of service as posted.

3. 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.

4. 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.

5. Customers are responsible for the return of all Midcontinent equipment in working condition within five (5) calendar days of Service being disconnected. If equipment is not returned, or returned in non-working or poor condition, applicable equipment charges will be placed on the customer account and will be due immediately. If the equipment is returned after five (5) calendar days, however, we will reverse the charges if the equipment is in good, working condition.

6. A Service may be used for any lawful purpose for which the Service is technically suited consistent with the transmission and switching parameters of the facilities used in providing 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.

7. MIDCONTINENT COMMUNICATIONS SHALL NOT BE LIABLE TO CUSTOMERS 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 prorated 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.

8. If the customer’s directory listing contains an error or omission, Midcontinent will provide a customer’s correct name and telephone number to a calling party either upon request to or interception by Midcontinent. 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.

9. The 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 here, in the carrier’s judgment, there is sufficient risk of fraudulent use.

10. 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 to or from any customer over Midcontinent’s facilities.

11. 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 will be assessed. A service charge will be assessed if for any reason a payment tendered to Midcontinent by a customer

is returned, denied or payment is not in an acceptable form. The service charge for unacceptable payment will be the maximum as allowed by the state. The same service charges also are applicable on unacceptable/denied payments made through MyMidco Online Bill Pay at mymidco.com.

12. The customer 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.

13. Any governmental fees, taxes, assessments, or charges of any kind imposed upon Midcontinent, the customer, or the transaction between Midcontinent and the customer 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.

14. Inquiries, general questions, or complaints may be directed informally to Midcontinent by email at www.midcocomm.com/email/ or in writing to Midcontinent Communications, P.O. Box 5010, Sioux Falls, SD, 57117. Business and Residential customers can reach Midcontinent’s Customer Care Department by dialing toll-free: 1-800-888-1300. Midcontinent’s Customer Care Department accepts calls 24/7 basis. Complaints concerning Midcontinent’s charges, practices, facilities, or services will be investigated promptly and thoroughly. Midcontinent will keep records of each complaint, showing the name and address of the complainant, 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, as appropriate, with the state Public Utility Commission, Federal Communications Commission, or local franchising authority for resolution of disputes.

15. 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 1-800-888-1300 as a toll-free number at which a Midcontinent representative can be reached to provide additional information about the disconnection. Customers are responsible for the return of all Midcontinent equipment in working condition in accordance with Section 5 of these terms and conditions.

16. Service may be limited, reprioritized, refused, disconnected, or suspended without notice if Midcontinent determines that: (a) a condition on the customer’s premises is 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.

17. 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.

18. 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.

19. Customers agree that: 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.

Items 20 through 26 apply only to Midcontinent Digital Phone Service.

20. Through our Digital Phone Service, Midcontinent Communications is committed to providing our 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 backup batteries and you would like to have it exchanged for one that does, please contact Midcontinent.

21. 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 at 1-800-888-1300, or via email at www.midcocomm.com/email/, 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.

22. Customers agree that: the residential Service that Midcontinent provides will be used 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; 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 Midcontinent 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 the Service for any prohibited commercial or governmental purpose, customer will pay any applicable higher rates for such use during all past periods; and customer will adhere to any and all Midcontinent 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.

23. Midcontinent 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. Customers are responsible for the return of all Midcontinent equipment in working condition within (five) 5 calendar days of services being disconnected in accordance with Section 5 of these terms and conditions.

24. Customer minutes used may be monitored and the customer may be required to provide all relevant phone records to Midcontinent if there are indications of usage abuse of this service in violation of the service agreement.

25. Inside Wiring: Except as described in the terms and conditions of any separate inside wiring maintenance plan customer may purchase, Midcontinent 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.

26. Midcontinent 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 will make a reasonable effort to notify affected customers in advance.

TELEPHONE SERVICE INFORMATION

Notice of Rights Concerning Use of Customer Proprietary Network Information (CPNI)

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 video 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.