



Customer Service Handbook

Muscatine Power and Water
3205 Cedar Street
Muscatine, Iowa 52761
(563) 262-3422
www.mpw.org

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Welcome to Muscatine Power and Water

Muscatine Power and Water is dedicated to providing quality communications services to its customers. We've designed this Customer Service Handbook to help you understand and make the most of your MachLink® Internet service. It covers topics ranging from acceptable use to billing.

Keeping you well informed is important to us. If you have any questions about our Service Rules, MachLink® Internet service, or Muscatine Power and Water in general, feel free to call us anytime, twenty-four hours a day, seven days a week: (563) 262-3422. You are also welcome to email us at helpdesk@MachLink.com, or stop by our Administration/Operations Center at 3205 Cedar Street in Muscatine.

Address

Muscatine Power and Water
3205 Cedar Street
Muscatine, IA 52761

Hours

Monday through Friday 8AM – 5:30PM
Saturday 8AM – 12 NOON

MachLink's 24/7 Helpdesk

(563) 262-3422
helpdesk@MachLink.com

Muscatine Power and Water

(563) 263-2631

Web Sites

Muscatine Power and Water www.mpw.org
MachLink® www.MachLinkISP.com
MachLink® Web Portal www.MachLink.com

Note:

Former Muscatine Information Systems (MIS) customers who retain an "@muscanet.com" email address are, despite this distinction, Muscatine Power and Water customers and MachLink® Users, and therefore subject to the Service Rules and Acceptable Use Policy contained herein.

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MachLink[®]
Utility Service Rules

STATEMENT OF OPERATION

OVERVIEW

The rules of operation (hereafter referred to as Service Rules) set forth in this Customer Service Handbook have been promulgated by the Board of Electric, Water, and Communications Trustees of the City of Muscatine, Iowa (hereafter known as Governing Body).

This Customer Service Handbook shall be considered part of the application for service signed by the customer; such applications are accepted by Muscatine Power and Water's Governing Body subject to the provisions herein.

These Service Rules are subject to change from time to time to ensure safe, reliable, and efficient service and compliance with city, state, and federal statutes and applicable administrative laws. A current copy of the MachLink® Service Rules is published and maintained online at www.mpw.org/machlinkservicerules.pdf. All who subscribe to MachLink® service (including those with @muscanet.com accounts) are bound by the current service rules, including the Utility's Acceptable Use Policy.

These Service Rules are intended to broadly govern the operation of MachLink® Internet service. Where a rule cannot be reasonably applied to a specific situation, the Governing Body reserves the right to act in an adjudicative capacity to resolve such conflicts.

The Utility's records and Service Rules are maintained at its business office located at 3205 Cedar Street, Muscatine, Iowa.

DEFINITIONS

The following words and phrases shall have the following meanings, as used in this Customer Service Handbook:

Applicant means a person, partnership, association, firm, public or private corporation, or governmental agency or legal entity, applying to the Utility for service provided in these rules.

Business or Commercial User means any subscriber who is using MachLink® service in a location that is not or is not exclusively a place of residence; or any subscriber who is using MachLink® service in a commercial capacity.

Complaint means any claim, account or demand against, or agreement with the Utility, whether expressed or implied.

Communications services means Muscatine Power and Water's Internet access service, MachLink® and Muscatine Power and Water's cable television service, MPW Cable.

Contract means any claim, account or demand against, or agreement with the Utility, whether expressed or implied.

Customer, Account Holder, or You means any person, firm, association, corporation, any agency of the federal, state, or local government, or legal entity responsible by law for payment for MachLink® Internet service from the Utility. In the case of a residence, this also means other adult persons occupying the residence.

Delinquent or delinquency means an account for which a service bill or service payment has not been paid in full on or before the last date for timely payment.

Equipment means any device or fixture we own and have provided or installed in or around your home, that is necessary or convenient for you to receive communications services from us. Inside wiring is not Equipment.

Governing Body means the Board of Electric, Water, and Communications Trustees of the City of Muscatine, Iowa.

Home means the place you live, including a single-family home, apartment, other residence, or any other type of dwelling unit where your communications services are installed.

MachLink[®] means Muscatine Power and Water's Internet access product.

Premises means a tract of land, building, part of a building, or facility to which communications services are provided.

Service means the Internet access service that we provide to you.

Service Rules means the rules set forth herein as adopted by the Governing Body.

Timely payment is a payment on a customer's account made on or before the date shown on a current bill for service, or on a form that records an agreement between the customer and the Utility for a series of partial payments to settle a delinquent account.

User means any person who has access to MachLink[®] Internet service as well as the person, firm, association, corporation, agency of the federal, state, or local government, or legal entity responsible by law for payment for the MachLink[®] Internet service account that is in use.

Utility, We, Us, or Our means Muscatine Power and Water.

GENERAL

A BRIEF SYNOPSIS OF MACHLINK® INTERNET SERVICES

Muscatine Power and Water (MP&W) offers four different types of Internet service access: traditional dial-up service and high-speed cable modem, DSL, and wireless service. High-speed service is available at a variety of different speeds and prices.

Dial-Up Internet Service

Dial-up subscribers access the Internet through their phone line. Dial-up service is economical and widely available. Anybody with phone service can sign up for MachLink® dial-up service; however, MachLink® dial-up service is most cost-effective if Muscatine, Iowa is within your local calling area. (Those who access MachLink® dial-up service outside the local calling area will incur and are responsible for paying additional long distance phone charges.) For today's media-rich Internet, dial-up service is slow. Dial-up service can also be inconvenient: Unless you have another phone line or use a v.92 modem, when you're on the Internet you can't make or receive phone calls.

Cable Modem Internet Service

Cable subscribers access the Internet at lightning fast speeds through a special portion of the same kind of cable that delivers cable television service. Unlike dial-up access, a cable modem connection is always "on." Cable service is also very convenient since it does not tie up your phone line. Plus, you can still watch cable TV while surfing the Internet. MachLink® cable modem subscribers can choose from among several service speed options, ranging from 256Kbps to 768Kbps for residential subscribers (and up to 4.0Mbps for commercial subscribers).

Wireless Internet Service

High-speed wireless Internet service is designed to provide broadband Internet service to subscribers beyond the reach of our cable plant. Internet service is delivered to subscribers via a wireless transmitter. Several levels of service are available, with speeds up to 512Kbps.

DSL Internet Service

DSL (Digital Subscriber Line) subscribers access the Internet at high speeds over their phone line, without interrupting their phone service. DSL subscribers can choose from among several service speed options, ranging from 256Kbps to 1.0Mbps for residential subscribers (to 4.0Mbps for commercial subscribers).

CUSTOMER ACCOUNTS

APPLICATION FOR SERVICE

MachLink® service is available to customers who are 18 years of age or older, or Head of Household.

Customers may obtain service from the Utility by calling (563) 262-3422. All applications require the customer's name, billing address, service address, telephone numbers, and social security number and may include other information as necessary.

As soon as practical after the approval of an application, the Utility shall supply service to the applicant in accordance with these *Service Rules* and at a rate established by the Utility for the applicant's appropriate type and level of service.

The benefits of and/or rights conferred upon the account holder by MP&W are non-transferable, except when approved in writing by MP&W.

INSTALLATION

APPOINTMENTS

If the type of MachLink® Internet access you choose requires an installation appointment, someone over 18 years of age or the Head of Household must be home during the installation appointment. This will ensure a thorough and complete installation and will allow you to become more familiar with your Internet service and equipment.

Dial-Up Internet Service

MachLink® dial-up service does not require an installation appointment.

DSL Internet Service

MachLink® DSL Internet Service is available to all DSL-qualified phone lines within Qwest's 634 LATA (a geographical area stretching from eastern to southeastern Iowa that includes Muscatine and Scott Counties). To find out if your phone line is qualified for MachLink® DSL Internet service, call one of our Customer Service Representatives: (563) 262-3422, or visit Qwest online at www.qwest.com. MachLink® DSL service does not require an installation appointment.

Wireless Internet Service

MachLink® wireless Internet service requires a qualified line-of-sight to one of our wireless Internet transmitters. Call our Customer Service Representatives to find out if your home or business is qualified for wireless Internet service: (563) 262-3422. We will set up a free pre-installation appointment to determine whether a qualified line-of-sight exists. If your home or business is qualified, we will then set up an installation appointment.

Cable Modem Internet Service

MachLink® cable modem Internet service is available to all homes and businesses within MP&W's cable service territory (a territory that includes the Cities of Muscatine and Fruitland, as well as a few outlying areas in Muscatine and Louisa counties). Cable modem service requires an installation appointment. Installers will bring the cable to the point in your home nearest our facilities and along the easiest route. The cable will be grounded. A demarcation box will be installed on the side of your house or business. Standard installation provides visible wiring. Concealed wiring and other custom installation services are available at additional cost. We do not repair holes in floors, ceilings, and walls upon disconnection of communications services.

HARDWARE & SOFTWARE

In order to use MachLink® service, it may be necessary to install certain hardware and/or software provided with the Service. Except in cases of MP&W's negligence, MP&W assumes no responsibility for any damage to, loss or destruction of your computer hardware, software, files, data, or peripherals resulting from the use of MachLink® service, or from the installation, maintenance, or removal of MachLink® service, equipment, or software. MP&W does not warrant that opening your computer or installing the software provided with MachLink® will not disrupt the normal operations of the computer or cause the loss of files. You are responsible for backing up all files prior to installation.

DEPOSITS

A deposit intended to guarantee partial payment of bills for service might be required prior to approval for communications services. A person other than the customer may pay the deposit. In any case where a deposit has been refunded or is found to be inadequate, a new or additional deposit may be required upon twelve days written notice of the need for such a deposit.

A new or additional deposit may be required of a current customer whose initial deposit has been refunded or is found to be inadequate. The new or additional deposit shall ensure a total deposit equal to the two highest monthly billings for service during the previous twelve-month period and shall apply to customers who make two late payments in a twelve-month period (not including one automatic forgiveness of late payment).

SERVICE PLANS & PRICES

Current MachLink® service plans, prices, and fees may be found at <http://www.machlinkISP.com> or by sending email to helpdesk@machlink.com.

CHANGES TO SERVICE & SERVICE PRICES

Subject to applicable law, we reserve the right to change our Internet service, service plans, equipment, prices, and fees at any time. If a change affects you, we will provide you advance notice of the change and its effective date. This notice will be provided on your monthly bill, as a bill insert, and/or by other effective communication methods. If you find the change unacceptable, you have the right to cancel your MachLink® Internet service. However, if you continue to receive MachLink® Internet service after the effective date of the change, we will consider this your acceptance of the change. You may obtain information about our current services, rates, and fees by checking our web site, www.mpw.org, or by calling our office at (563) 262-3422.

ADDITIONAL CHARGES & RESTRICTIONS

- MachLink® use that exceeds the monthly data transfer limit specified in your service plan will result in additional charges as specified in the service plan.
- Users will not be able to receive email whenever email space usage exceeds the limit specified in the service plan.
- Account Holders with dial-up service are responsible for all local and long-distance telephone charges incurred as a result of connecting to MachLink®.

BILLING INFORMATION

MONTHLY STATEMENT

Your monthly statement provides a listing of your charges, payments, and credits as well as special messages regarding service or rate changes. Please take the time to read the monthly messages and to review your statement carefully to make sure your name and address are correct. You will generally be billed at the same time each month.

We provide service to you on a monthly basis. If you subscribe to other MP&W services, your MachLink® charges will appear on your regular monthly MP&W utility statement. If there are any billing errors or other requests for

credit, you must bring those to our attention within twenty days of receiving the bill. Specific billing information will only be made available to the customer or others as designated by the customer.

The Utility, at its option, shall either place the following information on the billing form, or shall advise the customer on the billing form that the following information can be obtained by contacting the Utility's business office:

- The charges for any communications services incurred at the beginning and end of the billing period.
- The date communications service charges were incurred.
- The account balance brought forward and amount of each charge for Utility communications services, sales tax, city fees, franchise fees, other charges, late payment charge, and total amount currently due.
- The last date for timely payment shall be clearly shown and shall not be less than twenty days after the bill is rendered.

AGREEMENT TO PAY

The bill you receive will show the total amount due and the payment due date. You agree to pay us monthly by the payment due date for that service and for any other charges due to us, including any fees due to late payments, or any returned check fees. Muscatine Power and Water may also assess other fees or charges.

You agree to pay all taxes, city fees, franchise fees, and other charges that are now or may in the future be assessed on the services you receive from us.

Prepayment of bill(s) may be done as a convenience to the Customer and in no event will prepayment cause the Customer to avoid rate increases as may from time to time be made, with notice, in advance of their effective date.

Payments on bills including other services will be applied to Communications services first and then applied to the other applicable services unless specifically requested to be applied differently.

The Account Holder remains at all times fully responsible for all charges and liabilities arising from use of the Account Holder's account(s), whether authorized or not, and agrees to hold MP&W harmless for any use of the Service.

PAST DUE ACCOUNTS

If your communications service is disconnected because you have not paid your bill by the due date, we shall require you to pay all charges due, a reconnection fee of not less than \$25, and a minimum of one month's deposit before we will reconnect your service. If you do not reconnect, any rental equipment must be returned to Muscatine Power and Water.

Muscatine Power and Water may require customers who have past due accounts to bring their accounts up to date before ordering communications service. If past due accounts are not paid, service may be refused.

If you change the services you receive, we may charge you a change of service fee such as upgrade or downgrade charges. If you have any questions, please contact Muscatine Power and Water at (563) 262-3422 or ask the Customer Service Representative you talk to when requesting a change in service.

We urge you to call Muscatine Power and Water at (563) 262-3422 any time you have questions or concerns about any aspect of your service.

WHERE PAYABLE

Bills may be paid online at www.mpw.org/onlinepay, or by mail, or by direct payment at the Utility's business office, or by direct deposit through a bank or credit union, or by depositing the payment in the designated

receptacles at any participating First National Bank, Community Bank, or Central State Bank locations in Muscatine.

LATE PAYMENT PENALTY

A bill shall be due and payable when rendered and shall be considered delinquent after twenty days from the time it is rendered. A bill shall be considered rendered by the Utility when deposited in the U.S. Mail with postage prepaid or when delivered by the Utility to the last known address of the party responsible for payment. Bill payments received by the Utility after the due date shall be for the amount stated on the bill which shall include a late payment penalty of 1.5 percent per month of the past due amount. Failure to receive a properly rendered bill shall not entitle the customer to relief from penalties for late payment.

Each account shall be granted one complete forgiveness of a late payment penalty in each calendar year. The customer shall be informed of the use of the automatic forgiveness by posting to the next bill.

No collection fee will be levied in addition to this late payment charge. This does not prohibit cost justified charges for disconnection and reconnection of service.

RETURNED CHECKS

A service charge of \$20.00 shall be assessed to any customer whose check is returned or not honored by the bank on which it is drawn. The service charge shall be in addition to the late payment penalty if the check is not made good prior to the delinquent date of the bill. If two or more checks are dishonored within a six-month period, the Utility may require future payments by cash, cashier's check, or money order.

TERMINATION OF SERVICE

Unless you have otherwise agreed (such as where you have agreed in advance to receive service over a specified period of time), you have the right to cancel your service for any reason at any time by giving us notice. We will refund any balance due to you within twenty (20) days or upon the return of any of our equipment, if later. Subject to applicable law, if you fail to pay your bill when it is due, we have the right to terminate your service.

You may not assign or transfer the Service without our written consent. The individual policies and practices in this document will continue and apply to your rights and those of the Utility after the end of your service.

CREDITS

Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

DISCONNECTIONS, DENIALS AND RECONNECTIONS

VOLUNTARY DISCONNECTIONS AND RECONNECTIONS

Temporary Disconnections and Reconnections - (Voluntary)

The Utility may, upon reasonable notice by a customer, make temporary disconnections for the customer's convenience. The customer will be required to pay a fee for disconnection and for reconnection. The customer shall pay for disconnections and reconnections at the applicable rates for labor, equipment, and material. All amounts, due or past due, which the customer owes the Utility shall have been paid in full.

Permanent Disconnections - (Voluntary)

A customer requesting permanent disconnection shall provide a minimum notice time to the Utility of one business day. With proper notification, no charges shall be made for permanent disconnections.

INVOLUNTARY DISCONNECTIONS AND DENIALS

Just Cause for Discontinuance or Denial - (Involuntary)

The Utility reserves the right to refuse or discontinue MachLink[®] service for any of the reasons listed below, subject to the provisions of this section and other provisions of these Service Rules, MP&W's MachLink[®] *Acceptable Use Policy*, and the MP&W *Communications Service Agreement Terms & Conditions*. Unless otherwise stated, the customer shall be given written notice at least twelve days prior to discontinuance of service and, in the event the customer has failed to comply with a rule of the Utility, he or she shall be given at least twelve days from written notification to comply with the rules. Except for disconnection due to one of the first seven reasons listed below, or disconnection at the customer's request, no service shall be discontinued unless the Utility is prepared to reconnect the Service within twenty-four hours. A reconnection fee shall be charged when the discontinuance results from an act or omission on the part of the customer. The Utility reserves the right to refuse or discontinue service:

1. Immediately and without notice in the event of a condition determined by the Utility to be hazardous.
2. Immediately and without notice in the event of customer use of equipment in such a manner as to adversely affect the Utility's equipment or the Utility's service to others.
3. Immediately and without notice in the event of customer use that, in the sole judgment of the Utility, is harmful to Muscatine Power and Water, its Users, or any other Users of the Internet.
4. Immediately and without notice in the event the User fails to use the Service in a manner consistent with any and all applicable federal, state, and local laws.
5. Immediately and without notice in the event of tampering with the equipment furnished and owned by the Utility.
6. Immediately and without notice in the event of unauthorized use or resale of the Utility's service.
7. Immediately and without notice for violation of or noncompliance with MP&W's *Service Rules*, MP&W's *MachLink[®] Acceptable Use Policy*, and the *MP&W Communications Service Agreement Terms & Conditions*
8. For failure of the customer or prospective customer to fulfill his contractual obligations for service or facilities.
9. For failure of the customer or prospective customer to permit the Utility reasonable access to its equipment.
10. For failure of the customer or prospective customer to furnish service equipment, permits, certifications, or rights-of-way specified by the Utility as a condition of receiving service.

Written Notice - Disconnection or Denial for Just Cause - (Involuntary)

Any written notice mailed to a customer pursuant to MP&W's *Service Rules* will set forth the reason or reasons for the pending disconnection or denial, and the final date by which the account is to be settled or specific action taken. If more than one reason is specified, the days of notice for the causes shall be concurrent. The notice shall be considered rendered to the customer 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 of the Service. The final date shall not be less than twelve days after notice has been rendered.

Disconnection and Reconnection Fee (Involuntary - Other Than Nonpayment)

For any disconnection or reconnection from a disconnection or denial of service pursuant to these Service Rules, the customer shall pay for disconnections and reconnections at the applicable rates for labor, equipment, and material.

REASONABLE AGREEMENT TO PAY

A residential customer disconnected or about to be disconnected who is unable to pay a delinquent bill in full may be offered an opportunity to enter into a reasonable agreement to pay that bill unless the customer is in default upon an agreement. The agreement shall require the customer to bring the account to a current status by paying specific amounts at scheduled times.

A signed copy of the agreement shall be provided to the customer. Default of the agreement by the customer renders the customer subject to disconnection in accordance with proper procedures except that the twelve-day notice provision does not apply.

DISCONTINUANCE OR DENIAL DUE TO NONPAYMENT OF BILL OR DEPOSIT

The Utility reserves the right to discontinue or deny service for nonpayment of the bill or deposit, subject to the provisions of these Service Rules.

Reconnection Fee for Nonpayment

For any reconnection from a disconnection or denial of service pursuant to these Service Rules, there shall be a reconnection service charge of not less than \$25 during normal working hours. Before service is restored, all outstanding communications bills must be paid.

PROCEDURES FOR DISCONTINUANCE FOR NONPAYMENT

Service shall not be discontinued for nonpayment of a bill or deposit unless the Utility has:

- **Made a Reasonable Attempt to Effect Collection**
- **Given Written Notice:** The Utility must give written notice to the customer (and, where applicable, the person or agency designated by the customer to receive such notice) that service will be discontinued if the account is not settled within twelve calendar days from the date of notice.

SERVICE USE

Use of MachLink® accounts is expressly limited to the individual or business whose name appears on the account, and dependents of the account holder living at the same address, or employees of the business employed at the same address. Account Holder agrees not to resell, redistribute, assign, transfer, or sublicense this subscription service or any portion thereof in any manner.

User agrees to use the MachLink® service in a manner consistent with any and all applicable laws, and agrees to abide by MP&W's *Service Rules*, MachLink's *Acceptable Use Policy* and the Acceptable Use Policy (AUP) of any network User connects to. User also agrees to abide by the *MP&W Communications Service Agreement Terms & Conditions*.

Each Account Holder is ultimately and fully responsible for the actions of all Users, whether authorized or not, including minors, who access the Internet using the Account Holder's MachLink® Internet connection.

User agrees not to use the Service to operate as an Internet Service Provider (ISP) or to operate any other business enterprise in competition with MachLink®. User also agrees not to redistribute the Service for a fee or for free. Residential service is strictly for residential use. Using residential MachLink® service for business or commercial use is strictly prohibited.

MP&W is not responsible for User's personal files residing on MP&W system(s). User is responsible for backup of personal data stored on MP&W system(s).

MP&W reserves the right, in its sole discretion, to delete User's personal files after termination of the agreement.

MP&W retains control and ownership of all IP addresses and reserves in its sole discretion the right to change or remove any and all IP addresses.

If User is dissatisfied with the MachLink® service or with any terms, conditions, rules, policies, guidelines or practices of MP&W in operating the Service, User's sole and exclusive remedy is to terminate and discontinue using MachLink® service.

Non-enforcement of *MP&W Communications Service Agreement Terms and Conditions* and/or any section of MP&W's *Service Rules* and/or any section of MachLink's *Acceptable Use Policy* does not constitute consent and MP&W reserves the right to enforce its *Service Rules*, *Service Agreement*, and *Acceptable Use Policy* at its sole discretion.

In the event that any one or more paragraphs in the Utility's *Service Rules* or *Acceptable Use Policy* or *Service Agreement* are found to be unenforceable or invalid, all other paragraphs shall remain valid.

CUSTOMER RELATIONS

WARRANTY AND LIMITATION OF LIABILITY

Except as explicitly set forth in MP&W's *Service Rules*, we warrant for a period of 30 days from the date of our installation or repair that our service and the equipment we have installed or repaired will meet accepted industry standards and be free from defects in materials or workmanship. If you report any failure to conform to this warranty to us within that 30-day period, we will re-perform the nonconforming services and repair or replace the nonconforming equipment. Such re-performance of work or repair or replacement of nonconforming equipment shall constitute our entire liability and your sole remedy under this warranty, whether claims or remedies are sought in contract or tort (including, without limitation, negligence, strict liability, or otherwise).

Those receiving MachLink® wireless Internet service under a *Service Plus* contract agreement are further covered by an extended manufacturers warranty on their wireless equipment through MP&W.

In no event shall our employees or agents have any liability for special, indirect, incidental or consequential damages resulting from our provision or failure to provide any equipment or services to you, or from any fault, failure, deficiency, or defect in service, labor, materials, work or equipment furnished to you.

MP&W will make reasonable efforts to assure that MachLink® service is available twenty-four hours per day, seven days per week; however, unplanned service interruptions and planned maintenance outages may occur. MP&W will attempt to notify all MachLink® Users in advance regarding any planned maintenance outages.

MACHLINK® SERVICE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE ARE MADE WITH RESPECT TO MACHLINK® SERVICE OR ANY INFORMATION OR SOFTWARE THEREIN. THIS DISCLAIMER OF WARRANTY EXPRESSLY INCLUDES ANY REIMBURSEMENT FOR LOSSES OF INCOME DUE TO DISRUPTION OF SERVICE BY MP&W OR ITS PROVIDERS.

MP&W does not warrant service speed or data transmission.

MP&W does not warrant that data sent or received via the Internet using MachLink® service will not be delayed or corrupt.

MP&W does not warrant that MachLink® Users' computers and computer networks will not be subject to unauthorized access by others through the Internet. Further, MP&W does not warrant that MachLink® Users' computer(s) and computer networks won't be subject to viruses and files with other damaging or destructive attributes through the Internet. MP&W has no responsibility and assumes no liability for such acts or occurrences.

No advice or information given by MP&W or its employees shall create a warranty.

Neither MP&W nor its Information Providers are responsible for any damages arising from User's use of MachLink® service, or by User's inability to use the MachLink® service.

APPLICABLE LAW

These policies and practices, including all matters relating to their validity, construction, performance, and enforcement are governed by applicable federal law, and applicable laws, regulations or applicable ordinances for the state and local areas where service is provided. These policies and practices are subject to amendment, modification or termination if required by such regulations or law. If any provision in these policies and practices is declared to be illegal or in conflict with any law or regulation, that provision may be deleted or modified without affecting the validity of the other policies and practices herein.

NOTICE

If we send you notice, it will be considered given when deposited in the U.S. Mail, addressed to you at your last-known address, or hand delivered to you or to your home. We may provide electronic or telephone notice to you, which shall be deemed given when left with you. If you give notice to us, it will be deemed given when received by us.

CHANGES TO POLICIES AND PRACTICES

We will notify you of changes to these policies and practices. Any changes proposed by you will only be effective when accepted in writing by the Utility.

EQUIPMENT

Except for inside wiring, which we consider your property regardless of who installed it, the equipment installed by us belongs to us unless you have purchased the equipment from us. We may at our discretion, rent new or reconditioned equipment to you. Our equipment can only be used in the premises where installed. If you cancel your communications service, or if your communications service is discontinued for any reason, you are responsible for returning any loaned or rented equipment. The equipment must be returned to us or to one of our representatives in working order, normal wear and tear expected, or you will be charged the retail price for a new replacement for each piece of equipment not returned. If you do not return the equipment, or if MP&W is prevented from recovering its equipment because of some action or inaction by you, whether revocable or not, you agree to pay MP&W for the equipment at its current retail value, at rates established by MP&W and published online at www.mpw.org. You will also pay reasonable collection or attorney's fees and costs to enforce collection and preserve and protect MP&W's rights.

You are responsible for preventing the loss of or damages to, our equipment within your home. We suggest that your homeowner's, renter's or other insurance policy cover our equipment while it is in your possession. You will be directly responsible for repair, replacement, and other costs, damages, fees, and charges if you do not return our equipment to us in an undamaged condition.

You may not tamper with or attempt to repair any equipment owned and supplied by Muscatine Power and Water. We will repair or replace, without charge, any equipment or installation that fails for reasons other than tampering, fire, improper use, or failure caused by your own equipment. All other repairs and replacements to our equipment will be billed to you at current rates, as published online at www.mpw.org.

We do not service personal computers or any other computer-related equipment not owned or expressly warranted by us, even if it is attached to the cable or to our equipment.

None of our equipment, nor any of our cable placed outside your home or property in connection with the installation of the equipment and service shall be deemed fixtures, or in any way part of your real property, unless you purchase our cable to the extent permitted by law when service ends. We may remove our equipment, at our option, at any time during or following the termination of your service, and you agree to allow us access to your home for such purposes.

We consider inside wiring to be your property, regardless of who may have installed it. You are responsible for the repair and maintenance of the inside wiring. You may install inside wiring such as additional cable wiring and outlets. Regardless of who does the work, the internal wiring within your home must not interfere with the normal

operations of our communications system. Inside wiring maintenance may not be your responsibility if you rent your home. Contact your landlord or building manager to determine responsibility.

ACCESS TO CUSTOMER PREMISES

You authorize us or our designees to enter into your home or business, in your or your representative's presence, or upon your property during normal business hours or by appointment, to install, inspect, maintain, replace, remove or otherwise deal with the equipment and services supplied by us. This authorization includes allowing us or such designee to be on your property outside your home or business at reasonable times even if you are not present. You authorize us or our designee to make connections and perform other tasks that are necessary or desirable to enable us to provide service to you or others, including connecting and making necessary attachments to your inside wiring. If you are not the owner of your home or business, you agree to supply us or our designee, if we ask, with the owner's name and address, proof that you may give us access on the owner's behalf and, if needed, consent from the owner of the home or business.

MOVING

If you intend to move, call us prior to the move so that we may disconnect service and you can return our equipment. We will be happy to provide communications services to the new occupants of your home or business and to provide you with continuing communications services in your new home or business if it is within our service area.

SERVICE CALLS

The Utility will make every possible effort to provide continuity of communications services, but the Utility does not guarantee continuity of service and shall not be held liable for interruption of communications service.

FREE & CHARGED SERVICE CALLS

The Utility will repair, free-of-charge, faulty Utility-owned or Utility-warranted equipment. All other modifications and repairs, including but not limited to those necessitated by customer abuse or misuse of equipment, and the use of MachLink® service itself, are the Customer's responsibility. Non-covered service calls will be billed at current rates, as published online at www.mpw.org.

LOCATING UNDERGROUND UTILITIES (A FREE SERVICE)

The Utility will locate underground service facilities owned by the Utility without charge. By law, utility location requests must be made at least two business days in advance of any digging or construction. Requests can be made by calling *Iowa One Call* at 1-800-292-8989. Every effort to correctly locate the underground facilities will be made by the Utility, but the Utility cannot guarantee its location nor be held liable.

CUSTOMER COMMUNICATIONS

We maintain a local telephone number that is available to you twenty-four hours a day, seven days a week, every day of the year: (563) 262-3422. When you call about a service problem, a Customer Service Representative (CSR) will attempt to determine the nature of the problem. If possible, the CSR will help you resolve the problem over the telephone. If the problem cannot be resolved during the call, the CSR will schedule a Service Technician to visit your home or business during regular business hours, usually within 24 hours of the time of the call. If our workload permits, the Service Technician will be dispatched the same day.

Emergencies such as fallen utility poles, violent storms or very cold weather may interfere with the quality of your utility services. We are committed to having our crews promptly correct outages or other service-related problems occurring as a result of an emergency situation. We pledge a prompt response at any time if a large area of the system is experiencing technical difficulties.

UTILITY CUSTOMER REPRESENTATIVES

A Utility representative charged with customer communication must give his or her name to the customer, whether communicating in person or by telephone. The representative must have immediate access to current detailed information concerning the customer's account and previous contact with the Utility and shall be properly qualified and instructed in the screening and prompt handling of complaints. Our Customer Service Representative and

Service Technicians are well trained and have authority to attempt to resolve a customer's problem, including replacement of any non-operating equipment, in order to provide quality service.

Service calls and installation activities take place during normal business hours and are scheduled for a specific time, or an "appointment window" which may be, at a maximum, a four-hour block of time.

We are committed to a policy of not canceling our appointment with you after the close of business in the business day prior to a scheduled appointment. If we are running late for an appointment, we will attempt to contact you and will, as necessary, attempt to reschedule a time that is convenient for you.

COMPLAINT PROCEDURE

Complaints concerning the charges, practices, quality of Internet service or facilities of the Utility shall be investigated promptly and thoroughly. The Utility shall keep records of written complaints sufficient to enable review and analysis of its procedures and actions. Customers shall be asked to submit complaints in writing.

Each complaint shall include the following information:

- Name(s) of complainant.
- Address(es) of complainant.
- Telephone number(s) of complainant.
- Nature of the complaint.
- Relief sought.

Initial contact by a customer regarding a complaint shall be made with a CSR of the Utility. The complaint may be pursued with the appropriate Manager, the appropriate Director, and the General Manager, in that order, if the customer is not satisfied with the handling of the complaint.

A written complaint may be filed with the Chairperson of the Governing Body if the customer is not satisfied with the General Manager's handling of the complaint. If the Chairperson believes the customer's complaint warrants further attention, the Chairperson may place the complaint on the agenda of the next regularly scheduled Board meeting for ultimate resolution of the complaint by the Governing Body.

A customer who is unable to travel need not appear before any Utility official described above in person to explain the nature of their complaint. They may do so by telephone or in some other mutually agreeable fashion.

PERSONAL INFORMATION DISCLOSURE

As a communications services subscriber, there are some forms of personal information that will be collected in the connection and the operation of our communications service. This information includes your name, both physical and mailing address, billing status, loaned or rented equipment, service record, social security number and/or driver's license number, employer, and any complaints. Collected information, as well as delivery or maintenance of services and equipment, billing, accounts, collection, advertising, or detection of unauthorized reception of communications services, is necessary to provide our communications service or other services to you and to conduct legitimate business activities related to our communications system. In addition to these activities, this information may be disclosed on a day-to-day basis to employees or agents of our system, including, but not limited to sales or marketing personnel, billing or collection services, auditors, accountants, attorneys, lenders, programmers, and regulatory agencies. This disclosure will not indicate the extent or type of any use you make over the system. If you wish for us to limit or prohibit this disclosure, you must notify us in writing that you do not want the information released. Information personally identifying you may also be disclosed after notice to you if required by a court order authorizing such disclosure. Information that personally identifies you shall be maintained by our office for as long as necessary for the purpose for which it was collected. This information may not be disclosed for any purpose without your consent except as described in this statement.

You may have access to review and correct this information in our Customer Services Department at any time during normal business hours. Please contact us in advance if you wish to review your records. If you are offended by an act of a communications operator in violation of these limitations on the collection and disclosure of

personally identifiable information, you may bring a civil action suit for damages in the United States District Court to enforce these limitations. This remedy is in addition to any other lawful remedy available to you.

GENERAL DOS AND DON'TS FOR MACHLINK® INTERNET SUBSCRIBERS

Here are a few tips to keep your modem operating safely and reliably:

1. During severe electrical storms, you should unplug your computer and modem to avoid damage. MP&W and our modem manufacturers are not responsible for damage that occurs due to acts of nature.
2. Remember, your modem is an electrical appliance, so take all the precautions that you would for any small appliance, such as checking to see that the cord is not worn or damaged.
3. For your own safety, do not attempt to open or otherwise tamper with your modem.
4. If you have someone other than us install the inside wiring in your home, or if you do it yourself, ensure that it complies with applicable government regulations and does not interfere with the normal operations of other communications systems and devices.

THEFT OF SERVICES

The Federal Cable Act created both civil and criminal penalties for manufacturers, suppliers and Users of unauthorized cable devices. This federal theft-of-service law supplements any existing state or local laws, and provides a federal remedy against any person who, without authorization, intercepts or receives any communications service that is provided over a cable system.

This federal law prohibits the unauthorized interception or receipt of any communications service over a cable system. This would include the theft of audio, video, textual data or other service, including data transmitted to or from a customer over a system that has interactive capability. The law applies to both manufacturers and distributors of equipment, as well as individual subscribers.

The Cable Act provides both civil and criminal penalties for the theft of cable services. Under this federal regulation legislation, a cable operator may seek substantial monetary damages for the theft of its cable services. In addition, if the violations are willful and for commercial advantage or private financial gain, the court may award damages of up to \$50,000 in civil cases and a maximum of \$100,000 for certain criminal violations, in addition to a maximum of five years imprisonment for subsequent offenses.

Congress enacted this legislation because it believes that theft of cable service poses a major threat to the economic viability of cable operators and cable programmers. Theft of service creates unfair burdens on cable subscribers who are forced to subsidize the benefits that other individuals are getting, by receiving cable service without paying for it.

DIGITAL MILLENNIUM COPYRIGHT ACT

MP&W acknowledges and respects the intellectual property rights of others and we are committed to complying with U.S. Copyright laws. Our policy is to act and respond to all notices of alleged infringement that comply with the Digital Millennium Copyright Act. The Digital Millennium Copyright Act of 1998 ("DMCA") provides legal protection for owners of copyrighted material who believe that their rights under the U.S. copyright law have been infringed via the Internet.

If you determine that your work has been duplicated and is viewable on this internet site or a site that you believe is being hosted on servers of MP&W in a way that may constitute copyright infringement, please give notice to our Designated Agent as prescribed by "DMCA". The notice must include the following information as provided by the Digital Millennium Copyright Act, 17 U.S.C. 512 (c) (3):

NOTIFICATION OF CLAIMED COPYRIGHT INFRINGEMENT

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed
- Clear identification of the site where you believe the infringing material is located, identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact the complaining party, name, address, telephone number, and, if available, an email address where the complaining party may be contacted;
- A written statement that the complaining party has a good faith belief that use of the works and materials in the manner complained is not authorized by the copyright owner, its agent, or the law;
- A written statement that the information in the infringement notification complaint is accurate and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the subject material that is allegedly infringed.

The Designated Agent, as registered, for notice of copyright infringement claims may be reached as follows:

Muscatine Power and Water
Attn: Copyright
3205 Cedar Street
Muscatine, IA 52761
Phone: (563) 263-2631
Email: mpwcopyright@mpw.org

COUNTER NOTIFICATION TO CLAIMED COPYRIGHT INFRINGEMENT

If a copyright infringement notice has been wrongly filed against you as a result of mistake or a misidentification of the material, you may file a counter notification with our Designated Agent. The counter notification must provide the following information:

- Physical or electronic signature of the subscriber;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
- The subscribers name, address, telephone number and email address, and a statement that the subscriber consents to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification or an agent of such person.

MP&W will terminate all account holders and subscribers who are repeat infringers of intellectual property laws.

NOTICE AND TAKEDOWN PROCEDURE

It is expected that all Users of any part of the MP&W's communication system will comply with applicable copyright laws. However, if MP&W's Designated Agent is notified of claimed copyright infringement, or otherwise becomes aware of facts and circumstances from which infringement is apparent, MP&W will comply with the Digital Millennium Copyright Act by expeditiously removing, or disabling access to, the material that is claimed to be infringing or to be the subject of infringing activity. If time permits, MP&W may, in its sole discretion, give an alleged infringer a reasonable opportunity to remove the infringing material itself. MP&W will also comply with the

appropriate provisions of the Digital Millennium Copyright Act in the event its Designated Agent receives a counter notification.

Muscatine Power and Water
Attn: Copyright
3205 Cedar Street
Muscatine, IA 52761
Phone: (563) 263-2631
Email: mpwcopyright@mpw.org

MachLink®
Acceptable Use Policy

Acceptable Use Policy

All MachLink® Internet service Users are responsible for adhering to this Acceptable Use Policy (AUP), as well as the AUP of MP&W's Internet backbone provider, netINS (<http://www.netins.net>).

As part of MachLink's Service Rules, this Acceptable Use Policy is subject to change from time to time to ensure safe, reliable, and efficient service and compliance with city, state, and federal statutes and applicable administrative laws. A current copy of the MachLink® Service Rules is published and maintained online as part of MachLink's Customer Service Handbook: <http://www.mpw.org/pdf/machlink-CustomerServiceHandbook.pdf>. All who subscribe to MachLink® service (including those with @muscanet.com accounts) are bound by the current service rules, including the Utility's Acceptable Use Policy.

Disclaimer

USER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS MUSCATINE POWER AND WATER, ITS AFFILIATES, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, OR LAWSUITS RESULTING FROM THE ILLEGAL USE OF MACHLINK® SERVICE, OR USE OF MACHLINK® SERVICE TO INFRINGE ON ANY COPYRIGHT, TRADEMARK, PATENT, STATUTORY, COMMON LAW OR PROPRIETARY RIGHTS OF OTHERS, OR USE OF MACHLINK® TO TRANSMIT ANYTHING OBSCENE OR LIBELOUS.

Grounds for Termination of Service

In accordance with MP&W's Service Rules, MP&W may suspend or terminate MachLink® service to the Account Holder without notice upon any use of the Account Holder's MachLink® service account which, in the sole judgment of MP&W, may be harmful to MP&W, its Users, or any other Users of the Internet; violates any applicable law; and/or fails to abide by MP&W's Service Rules, MachLink's Acceptable Use Policy, and/or the MP&W Communications Service Agreement Terms & Conditions.

USER RESPONSIBILITIES

Password Protection

MachLink® Internet accounts are password protected. It is each User's responsibility to safeguard his or her own account password(s). MP&W will suspend access or change access to the Account Holder's account(s) within a reasonable time upon written request from the Account Holder.

Service Content

MP&W does not review, censor, or monitor and is not in any manner responsible for any programs or content sent or accessed over the Internet or made available by any individual, User, information provider, online service, or content provider. Such content or programs may include but are not limited to programs or content of an infringing, inaccurate, abusive, offensive, or profane nature. The User is fully responsible for and accepts all risks associated with accessing content from other parties via MachLink®.

External Fees and Charges

Users who use MachLink® to purchase products and fee-based services over the Internet are responsible for all associated fees and charges.

Data/Systems Security and Privacy

MP&W is not liable for the protection or privacy of electronic mail and information transferred to and from MachLink® Users, including but not limited to personal and financial information. MP&W does not warrant that data sent or received by MachLink® Users won't be subject to unauthorized access by others, and does not warrant that MachLink® Users' computers and computer networks will not be subject to unauthorized access by others through the Internet. Furthermore, MP&W does not warrant that MachLink® Users' computer(s) and computer networks won't be subject to viruses and files with other damaging or destructive attributes through the Internet. MP&W has no responsibility and assumes no liability for such acts or occurrences.

While MP&W will not monitor or intentionally disclose any electronic mail message unless required by law, you may grant us access to your email account, including access to the content of the messages sent or received, for technical support or other purposes. Requests for assistance are treated as implied consent to inspect email. Inspection is limited to that necessary to render the requested assistance.

MP&W has no obligation to monitor the Service. However, the User agrees that MP&W and its partners reserve the

right to monitor the Service from time to time as needed in order to operate the Service and/or protect the network and its Users. MP&W has the right to disclose information as necessary to comply with any law, regulation, or other valid and sufficient governmental request; to operate the Service properly; to protect itself or its subscribers; and in certain emergency situations.

Software

The software provided to access MachLink® Internet service and any enhancements, modifications, or revisions thereto (Software) are all copyrighted works and are exclusively licensed to MP&W. You are granted a non-exclusive, limited license to use the Software only in conjunction with accessing the Service from authorized locations. You do not own the Software or the rights therein.

PROHIBITED ACTIONS

MachLink® Users Agree Not to Use MachLink® Service...

- For any illegal purpose.
- To operate as an Internet Service Provider (ISP) or to operate any other business enterprise in competition with MachLink®.
- To redistribute service for a fee or for free using wired or wireless technology.
- To achieve or attempt to achieve or to engage in activities or to possess tools designed to assist in achieving or helping others achieve unauthorized access to any data, computer, computer system or network.
- To monitor or attempt to monitor or to possess tools designed to help monitor data or traffic on any system, network, or computer without the express written permission of the owner.
- To achieve unauthorized access to or possession of, or to transmit or distribute any music, movies, software, data, or material protected by copyright, patent, trademark, or trade secret law.
- To copy, distribute, or sublicense any software provided by MP&W.
- To interfere with the ability of other MachLink® Users to access to the Internet
- To interfere with computer networking or telecommunications services to any User, host, or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges, and attempts to crash a host.
- To harass or threaten others.
- To send unsolicited email ("spamming"), including posting unsolicited messages to a large number of newsgroups either by cross-posting or by posting to individual groups.
- To send a large number of email messages, or singularly large email messages, to a single address in order to flood someone's mailbox.
- To send email in violation of the "spam laws" of the State of Iowa ([Iowa Code §714E.1](#)) or the United States Government. Prohibited acts include:
 - Using the name of a third party in the return address field without the permission of the third party.
 - Misrepresenting any information in identifying the point of origin of the transmission path of the electronic mail.
 - Sending email that does not contain information identifying the point of origin of the transmission path of the electronic mail.
 - Sending email that does not, at a minimum, provide a readily identifiable email address to which the recipient may send a request for declining such email.
 - Demonstrating a pattern of sending unsolicited advertisements to a recipient who has sent the person a request for declining such electronic mail following a reasonable time, which in no event shall be more than five business days after the receipt by the person of such request.

- To post or transmit any obscene, hateful, or threatening material.
- To upload, send, or post any files, text, or data that contain viruses, worms, "Trojan horses" or any other contaminating or destructive properties.
- To falsify User information provided to MP&W or to other Users of the Service in connection with the use of MachLink.

MachLink® PERSONAL WEB SPACE (PWS) USE

- MachLink® PWS may not be resold or reassigned or transferred for a fee or for free, and may not be used for commercial or for-profit purposes, including pay-when-you-view web pages.
- MachLink® PWS Users may have streaming video/audio; however, streaming must be done on the client side of the connection.
- MachLink® PWS Users may post CGI programming provided the scripts receive prior approval from MachLink's network administrator. For approval, contact the MachLink® Helpdesk (helpdesk@machlink.com or (563) 262-3422).

OTHER USE RESTRICTIONS

Residential service is strictly for residential use. Using residential MachLink® service for business or commercial use is strictly prohibited.

MP&W reserves the right to limit bandwidth available for certain types of Internet traffic if it is found to require excess resources or impair the operation of our system.

Users may not run background processes after they have logged out.

Users may not compile and run foreign binaries without the express written consent of MP&W.

Users may not use dial-up service as a dedicated modem connection through the use of redialers and idle-time traffic generators.