

# **MUSCATINE POWER AND WATER COMMUNICATIONS SERVICE RULES**

**APPROVED BY THE BOARD OF TRUSTEES: APRIL 26, 2016**

## **WELCOME TO MUSCATINE POWER AND WATER**

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We designed this handbook to help you understand Muscatine Power and Water's processes and procedures in order to provide you the best service possible. It covers topics ranging from service installation to billing. Keeping you well informed is important to us, so we have compiled our Service Rules in this concise and easy-to-use format. If you have any questions about the Service Rules or Muscatine Power and Water, please feel free to call us at 563-263-2631 or stop at our Business Office at 3205 Cedar Street in Muscatine.

Remember, exceptional service is our goal and what keeps Muscatine Power and Water - Your Reliable Neighbor.

This document may also be found on our web site at [www.mpw.org](http://www.mpw.org).

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# STATEMENT OF OPERATION

## PRELIMINARY STATEMENT

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Muscatine Power and Water's (MP&W) utility services are provided only in accordance with these Service Rules and applicable Utility policies and procedures. These rules are intended to ensure safe installation of facilities, long life of infrastructure, and that all customers are treated fairly. By accepting Utility services, customers agree to be bound by these Service Rules, the Acceptable Use Policy, the Service Agreement Terms & Conditions, and applicable Utility policies and procedures.

The Board of Water, Electric, and Communications Trustees of the City of Muscatine, Iowa has approved and published the Service Rules. These Service Rules are subject to change from time to time to ensure safe and efficient service and to comply with city, state, and federal statutes, and applicable administrative law.

These Service Rules are intended to govern the overall operation of the Communications Utility. Where a rule cannot be reasonably applied to a specific situation, the Governing Body reserves the right to decide on a resolution to the issue.

Customers who retain a "@muscanet.com" email address are, despite this distinction, MP&W customers and MachLink® Users, and therefore subject to these Service Rules and the MachLink® Acceptable Use Policy. If customers with a "@muscanet.com" address add or change service, MP&W encourages transition to email accounts with a "@machlink.com" address.

The Utility's records are maintained at the MP&W Business Office located at 3205 Cedar Street, Muscatine, Iowa. Address all written correspondence to Muscatine Power and Water, 3205 Cedar Street, Muscatine, Iowa, 52761.

## DEFINITIONS

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The following words and phrases shall have the following meanings, as used in these Service Rules:

### *Acceptable Use Policy*

Means the section of these Service Rules relating to rights and obligations of Users, explaining prohibited uses of the service and other information binding on all users.

### *Applicant*

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

### *Bulk Service*

Means MPW Digital TV service provided to multiple dwelling units where owners accept the responsibility of a single billing for all their units regardless of occupancy. The owner pays and provides service to the tenant.

### *Cable Modem Internet Service*

Means Internet service through a cable modem, using the same cable that delivers cable television service. Cable modem internet service may be received in several speed options.

### *Commercial Customer*

Means any customer subscribing to MachLink® service for a location that is not exclusively a place of residence; or any customer using MachLink® service in a commercial capacity. Also means any business establishment subscribing to MPW Digital TV.

### *Complaint*

Means a statement or question by anyone, whether a Utility customer or not, alleging a wrong, grievance, injury, dissatisfaction, illegal action or procedure, dangerous condition or action, or Utility obligation.

*Communications Services*

Means MP&W's Internet access service (MachLink<sup>®</sup>, MachLink<sup>®</sup> Metro Ethernet, MachLink<sup>®</sup> WiFi@Home, or MachLink<sup>®</sup> WiMAX), and/or cable television service (MPW Digital TV).

*Content Providers*

Means the individuals or companies providing services to MP&W for the Utility's Communications Services.

*Contiguous Locations*

Means those locations where one customer has more than one building on the same property or on adjacent property separated only by a public right-of-way.

*Contract*

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

*Customer*

Means any person, firm, association, corporation, any agency of the federal, state, or local government, or legal entity responsible by law for payment for communications service from the Utility.

*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 MP&W-owned device or fixture, provided or installed in or around a customer's home, which is necessary or convenient to receive MP&W Communications Services. Inside wiring is not Equipment.

*FCC*

Means the Federal Communications Commission, its designee, or any successor.

*Governing Body*

Means the Board of Water, Electric, and Communications Trustees of the City of Muscatine, Iowa.

*Home*

Means a customer's residence, including a single-family home, apartment, or any other type of dwelling unit where Communications Services are installed.

*Hospitality Customer*

Means a business establishment which subscribes to Communications Services, and which also serves food and drink and provides its customers viewing of MPW Digital TV.

*Hourly Service Charge*

Means the hourly charge for certain services. It is designed to recover the costs of servicing, installing, and maintaining customer equipment.

*Inside Wiring*

Means the cable that exists inside the customer's home or business to a point 12" outside of the home or business, and includes any extra outlets, splitters, connections, fittings, or wall plates attached to it.



***Installation or Installed***

Means the act of connecting or activating the communications system from the feeder cable to the customer's terminal so that the customer may receive Communications Services.

***MachLink®***

Means MP&W's Internet access product provided to customers.

***MachLink® Metro Ethernet (MME)***

Means MP&W's service that allows Internet and/or point-to-point services (phone, voice, Internet, video, and telemetry) between a customer's facilities. The fiber for MME service may be managed by MP&W or a third party. Bandwidth varies per customer request.

***MachLink® WiFi@Home***

Means MP&W's service that allows customers to wirelessly connect home computer systems. Customers are able to share files, Internet connectivity, and printer access within the home.

***MachLink® WiMAX***

Means MP&W's service that allows high-speed wireless Internet service via a wireless transmitter. It is available for customers beyond the reach of MP&W's cable plant. MachLink® WiMAX is available in several speed options.

***MPW Digital TV***

Means MP&W's cable TV products and services provided to customers.

***On-Demand***

Means the delivery over the communications system of per-program signals to subscribers for free or for a charge, in excess of the charge for tiered services.

***Pay-Per-View (PPV)***

Means the delivery over the communications system of per-program or per-channel signals to subscribers for a charge, in excess of the charge for tiered services.

***Premises***

Means a tract of land, building, part of a building, or facility to which services are provided.

***Residential Customer***

Means a customer subscribing to Communications Services for use within a personal residence.

***Service Rules***

Means these rules as adopted by the Board of Water, Electric, and Communications Trustees of the City of Muscatine, Iowa.

***Software***

Means the software provided to access MachLink® and any enhancements, modifications, or revisions to the provided software.

***Tampering***

Means any unauthorized connection or usage of service as defined in the appropriate theft of utility services policies or procedures.

***Timely Payment***

Means 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, as the date which determines application of a late payment charge to the current bill or future collection efforts.

*User*

Means any person with access to MachLink® Internet service.

*Utility*

Means Muscatine Power and Water.

*Watch TV Everywhere (WTV E)*

Means a system that allows MP&W to authenticate those who wish to use their Internet connected devices to access their subscribed cable programming.

# SERVICE

## TYPE OF SERVICE

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### ***Communications Utility Plant***

The Communications Utility includes a 750-Megahertz broadband communications system that uses a hybrid fiber optic and coaxial cable distribution plant to provide fully interactive Communications Services. It also includes the fiber optic cable plant without the coaxial cable for data services.

For those customers receiving service through commercial accounts, bulk-rate agreements with multiple-dwelling owners, or similar arrangements, some of the policies, procedures, and services may not apply. Please refer to the terms and conditions of your service agreement for more specific information. Where such documents are inconsistent with the policies, procedures, and information relating to services set forth within these Service Rules, the terms and conditions of the more specific provision shall apply.

### ***Digital Cable Television Services***

MPW Digital TV entertainment services currently include Residential, Hospitality, Commercial, and Bulk packages. Service tiers include different channel groupings. The current channel line-up and service tiers are published at [www.mpw.org](http://www.mpw.org) and are available at the MP&W Business Office.

### ***Data Services***

Data Services include MachLink<sup>®</sup> cable modem Internet services, WiMAX service, MME service, and MachLink<sup>®</sup> WiFi@Home service.

## SERVICE PLANS & PRICES

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Current MPW Digital TV and MachLink<sup>®</sup> service plans, prices, and fees are published at [www.mpw.org](http://www.mpw.org) and are available by contacting the MP&W Business Office.

### ***Changes to Service Plans & Prices***

Subject to applicable law, MP&W reserves the right to change cable TV or Internet service, service plans, equipment, prices, and fees at any time. If a change affects customers, MP&W will provide advance notice of the change and its effective date. This notice will be provided on the monthly bill, as a bill insert, and/or by other effective communication methods. If a customer finds the change unacceptable, they have the right to cancel the Communications Services. However, if they continue to receive the Communications Services after the effective date of the change, MP&W considers this as acceptance of the change.

To the extent required by law, after notice to customer of a retiering of the cable TV services or cable TV rate increase, customers may change cable TV service tiers at no additional charge. Otherwise, if a customer changes their services, a change of service fee may be charged.

### ***Data Services Additional Charges & Restrictions***

Customers may be subject to the following additional charges or restrictions:

- Users will not be able to receive email whenever email space usage exceeds the limit specified in the service plan.
- MP&W reserves the right to limit storage capacity on email accounts. To enforce these limits and maintain the operation of the systems for all customers, MP&W also reserves the right to delete email accounts which have not been accessed in 90 days.

## ENGINEERING PRACTICES

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MP&W facilities shall be constructed, installed, maintained, and operated in accordance with accepted good engineering practices in the telecommunications industry to ensure, as far as reasonably possible, continuity of service, uniformity in the quality of service furnished, and the safety of persons and property.

## EQUIPMENT

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### ***Ownership and Return***

Except for inside wiring, which is considered customer's property regardless of who installed it, MP&W-installed equipment is owned by MP&W unless it is customer-owned equipment.

At MP&W's discretion, new or reconditioned equipment may be rented to a customer. MP&W equipment can only be used in the premises in which it was installed. If service is cancelled, or discontinued for any reason, all MP&W equipment must be returned. Equipment must be returned in good working order, normal wear and tear expected, or the customer will be billed the full retail price of a replacement for each piece of equipment not returned.

If equipment is not returned, or if MP&W is prevented from retrieving its equipment because of some action or inaction by the customer, whether revocable or not, the customer will be billed for the equipment at its current retail value, at rates established by MP&W and published online at [www.mpw.org](http://www.mpw.org). The customer is also responsible for collection fees and costs, see *Applicable Law and General Provisions*.

No MP&W equipment, either inside or outside of the premises, shall be deemed fixtures, or in any way part of the customer's real property, unless it is purchased from MP&W to the extent permitted by law when service ends. MP&W may remove equipment, at its option, at any time during or following the termination of service, and the customer agrees to allow MP&W access to the premises for such purposes.

MP&W-owned equipment, including, but not limited to, converters and modems, may not be moved to a location or address other than the location or address where service was installed, without advance authorization from MP&W.

### ***Equipment Loss or Damage***

Customers are responsible for preventing the loss of or damage to MP&W equipment within their home. Customers are urged to consider using their homeowner's, renter's, or other insurance policy to cover MP&W-owned equipment while in their possession. The customer is directly responsible for repair, replacement, and other costs, damages, fees, and charges if equipment is damaged when returned.

Customers may not tamper with or attempt to repair any MP&W-owned and supplied equipment. MP&W will repair or replace, without charge, any equipment or installation that fails for reasons other than:

- Tampering
- Fire
- Improper use
- Improper care
- Failure caused by customer's equipment

All other repairs and replacements to MP&W equipment will be billed to the customer at the rates published at [www.mpw.org](http://www.mpw.org).

MP&W does not service customer-owned equipment, such as digital boxes, personal computers, modems, routers, or any other computer-related equipment not expressly warranted by MP&W, even if it is attached to the cable or to other MP&W-owned equipment.

## ***Wiring***

Inside wiring is the customer's property, no matter who installed it. The customer is responsible for the repair and maintenance of the inside wiring.

Inside wiring within the premises must not interfere with the normal operations of the communications system. If the premises are rented, the landlord may be responsible for any inside wiring maintenance. Customers should contact their landlord, as appropriate.

## **SERVICE USE**

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The use of Communications Services is expressly limited to the individual or business whose name appears on the account, and persons at the same address, or employees of the business employed at the same address. Each customer is ultimately and fully responsible for the actions of all Users, whether authorized or not, including minors, who access the Internet using the customer's Internet connection.

Customers and any Users agree:

- Not to resell, redistribute, assign, transfer, or sublicense MPW Digital TV (including Watch TV Everywhere), MachLink<sup>®</sup> Internet, or any portion thereof in any manner without the express written permission from MP&W.
- Not to redistribute MachLink<sup>®</sup> for a fee or for free.
- That the customer's MachLink<sup>®</sup> service will not be available to anyone else via Wi-Fi or other methods of networking, in whole or in part, directly or indirectly, unless the customer accepts responsibility for all activities undertaken via that connection.
- Not to use MachLink<sup>®</sup> to operate as an Internet Service Provider (ISP) or to operate any other business enterprise in competition with MachLink<sup>®</sup>, without express written permission from MP&W.
- To use any communication service in a manner consistent with any and all applicable laws, and agrees to abide by these Service Rules, the Service Agreement Terms & Conditions, MachLink<sup>®</sup> Acceptable Use Policy, and the Acceptable Use Policy of any network to which the User connects. Residential service is strictly for residential use. Using residential Communications Services for business or commercial use is strictly prohibited.
- To abide by the MP&W Communications Service Agreement Terms & Conditions.

## INSTALLATION

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All customers will be provided service in a prompt, non-discriminatory manner.

All installations will be completed as soon as practical using due diligence. At a maximum, the appointment window for installation will be a 4-hour block during normal business hours. Someone over age 18 or the head of household must be home during the installation appointment.

### ***Digital Cable Installation Appointments***

Installers bring the grounded cable to the point in the customer's home nearest MP&W's facilities, and along the easiest route. Standard installations provide visible wiring and include a loop-through hookup to a DVD player or VCR. Concealed wiring and other custom installation services are available at additional cost. MP&W does not repair holes in floors, ceilings, or walls upon disconnection of the Communications Services.

Service	Inspection Appointment Required	Installation Appointment Required
Residential Cable Service	N	Y
Commercial Cable Service	Y	Y
Hospitality Cable Service	Y	Y
Bulk Service	Y	Y*

\* Requires installation appointment for equipment only, or as needed depending on the Bulk contract.

### ***Data Services Installation Appointments***

Service	Inspection Appointment Required	Installation Appointment Required
Cable Modem Internet Service	N (Residential)/Y (Commercial)	Y
WiMAX	Y	Y
WiFi@Home	N	Y*
MME	Y	Y

\* Standard MachLink® WiFi@Home installation includes an MP&W-owned router.

### ***Disclaimer of Liability with Hardware and Software Installations Liability***

#### **Digital Cable**

MP&W is not responsible for any damage to televisions or other audio/video equipment, or losses of data stored on such equipment, during the installation or service of digital boxes, including damage to customer-owned digital boxes.

#### **Data Services**

In order to use MachLink®, certain hardware and/or software may be required to use the Service. Customers are responsible for providing required hardware and/or software. See *Limited Warranty & Limitations of Liability* for more information.

## **THEFT OF SERVICES**

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The 1984 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 Iowa law, and provides a federal remedy against any person who, without authorization, intercepts or receives any communications service that is provided over a cable system.

Federal law prohibits the unauthorized interception or receipt of any communications service over a cable system. This includes 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 customers.

The 1984 Cable Act, 1996 Telecom Act, and other federal laws provide 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. Theft of utility services is also a criminal violation under Iowa Law.

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

Procedures for determining the theft of utility services, as well as appropriate penalties, are detailed in the Utility's theft of utility services policies and procedures.

### ***Prohibition against Rebroadcast or Transmitted Signals***

MP&W may not have the right to distribute On-Demand or PPV programming to commercial establishments. On-Demand or PPV programming shall not be ordered or requested from commercial establishments that allow the programming to be viewed in areas open to the public.

Cable entertainment television services shall not be rebroadcast or transmitted, nor shall admission be charged for its viewing without advance express written permission from MP&W and the content provider(s). This consent may be withheld at the sole discretion of either MP&W or the content provider(s).

## **PERSONAL INFORMATION DISCLOSURE**

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MP&W will abide by the limitations imposed upon operators in the use, collection, and disclosure of personally identifiable customer information by the 1984 Cable Act.

### ***Customer Information***

Some forms of personal information are collected in the connection and the operation of MP&W's Communications Services. This information includes:

- Customer name
- Address (physical and mailing)
- Social Security Number and/or driver's license number
- Billing status
- Employer
- Equipment information
- Complaints



### ***Information Disclosure***

This 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 communications service or other services and to conduct legitimate business activities.

In addition to these activities, this information may be disclosed on a day-to-day basis to MP&W employees or agents, including, but not limited to sales or marketing personnel, billing or collection services, auditors, accountants, attorneys, lenders, programmers, and regulatory agencies.

This information may not be disclosed for any purpose without the customer's consent except as described in this statement.

### ***Involuntary Information Disclosure***

The Utility will cooperate with Court-ordered disclosures of personally identifying information.

### ***Information Inspection***

Customers may review and correct personally identifying information in the MP&W Customer Services Department at any time during normal business hours. Please contact MP&W in advance to set an appointment to review the records.

### ***Information Retention***

MP&W retains personally identifiable customer information for as long as needed to serve a legitimate business purpose.

### ***Legal Remedies***

If a customer is offended by an act of a communications operator in violation of these limitations on the collection and disclosure of personally identifiable information, a civil action suit for damages may be brought in the United States District Court to enforce these limitations. This remedy is in addition to any other lawful remedy available to the customer.

## **DIGITAL MILLENNIUM COPYRIGHT ACT**

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MP&W acknowledges and respects the intellectual property rights of others and is committed to complying with US Copyright laws. MP&W's *Digital Millennium Copyright Act Policy* details the procedures MP&W will take when notified of alleged infringement by MP&W customers.

### ***Notifying MP&W of Infringement***

If someone determines that their work has been duplicated and is viewable on a site believed to be hosted on servers of MP&W in a way that may constitute copyright infringement, notification must be sent to MP&W's Designated Agent as prescribed by the Digital Millennium Copyright Act (DMCA). The notice must include the following information, as indicated in the Digital Millennium Copyright Act, 17 U.S.C. 512(c)(3):

- 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 it is believed 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 complainant: name, address, telephone number, and, if available, an email address where the complainant may be contacted.
- A written statement that the complainant 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 complainant is authorized to act on behalf of the owner of the subject material that is allegedly infringed.

The Designated Agent, as registered, may be contacted as follows:

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

### ***Counter-Notification to Claimed Copyright Infringement***

If a copyright infringement notice has been wrongly filed against a customer as a result of mistake or a misidentification of the material, a counter-notification may be filed with the MP&W Designated Agent. The counter-notification must provide the following information:

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

MP&W will terminate the service of all customers who are repeat infringers of intellectual property laws, as indicated in the *Digital Millennium Copyright Act Policy*.

### ***Notice & 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 DMCA 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, in its sole discretion, may give an alleged infringer a reasonable opportunity to remove the infringing material itself. MP&W will also comply with the appropriate provisions of the DMCA in the event its Designated Agent receives a counter-notification.

## LIMITED WARRANTY & LIMITATIONS OF UTILITY LIABILITY

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MP&W will make reasonable efforts to ensure that Communications Services are available 24/7; however, unplanned service interruptions and planned maintenance outages may occur. MP&W will attempt to notify all customers in advance of any planned maintenance outages. When possible, MP&W will post information regarding outages on [www.mpw.org](http://www.mpw.org). However, MP&W cannot guarantee Communications Services will be free from interruptions or fluctuations in service.

MP&W warrants that for 30 days from the date of our installation or repair, the Communications Service and the equipment installed or repaired will meet accepted industry standards and be free from defects in materials or workmanship. If any failure to conform to this warranty is reported within 30 days, MP&W 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 MP&W's entire liability and the customer's 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<sup>®</sup> WiMAX under a "Warranty Plus Protection" contract agreements are further covered by an extended manufacturer's warranty on their wireless equipment through MP&W.

In addition to any other limitations of warranties found in these Service Rules, MP&W does not warrant:

- Service speed or data transmission,
- That data sent or received via the Internet using MachLink<sup>®</sup> will not be delayed or corrupt,
- That Users' computers and computer networks will not be subject to unauthorized access by others through the Internet, or,
- That 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.

EXCEPT AS EXPLICITLY SET FORTH IN THESE SERVICE RULES, ALL COMMUNICATIONS SERVICES, INFORMATION, SOFTWARE, HARDWARE AND EQUIPMENT ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS AND WITHOUT ANY WARRANTIES, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PROVIDED BY LAW. THIS LIMITATION OF WARRANTY EXPRESSLY INCLUDES A DISCLAIMER OF ANY RESPONSIBILITY FOR REIMBURSEMENT FOR LOSSES OF INCOME DUE TO DISRUPTION OF SERVICE BY MP&W OR ITS PROVIDERS.

THE UTILITY FURTHER DISCLAIMS ANY AND ALL LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OR DESTRUCTION TO PERSONS OR PROPERTY WHETHER OWNED BY A CUSTOMER OR A THIRD PARTY, INCLUDING BUT NOT LIMITED TO THAT EFFECTING COMPUTER HARDWARE, SOFTWARE, FILES, DATA, OR PERIPHERALS, RESULTING FROM (A) INTERRUPTION, SHORTAGE, INSUFFICIENCY OR IRREGULARITIES OF ANY COMMUNICATIONS SERVICE, OR (B) FROM THE INSTALLATION, MAINTENANCE, OR REMOVAL OF ANY EQUIPMENT OR SOFTWARE, UNLESS CAUSED BY WILLFUL ACTS OR GROSS NEGLIGENCE ON THE PART OF THE UTILITY. IN NO EVENT SHALL MP&W EMPLOYEES OR AGENTS HAVE ANY LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE PROVISION OR FAILURE TO PROVIDE ANY EQUIPMENT OR SERVICES TO THE CUSTOMER, OR FROM ANY FAULT, FAILURE, DEFICIENCY, OR DEFECT IN FURNISHED SERVICE, LABOR, MATERIALS, WORK, OR EQUIPMENT FURNISHED TO THE CUSTOMER.

## **APPLICABLE LAW AND GENERAL PROVISIONS**

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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 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.

Non-enforcement of MP&W Communications Service Agreement Terms & Conditions and/or any section of MP&W's Service Rules and/or any section of 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.

Customers are responsible for all reasonable costs and attorney's fees incurred by MP&W in pursuing collection of amounts owed to the Utility or in preserving or protecting MP&W's rights under these Service Rules, the Acceptable Use Policy, or the Service Agreement Terms & Conditions.

## **CHANGES TO POLICIES & PRACTICES**

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The most current Service Rules are posted on [www.mpw.org](http://www.mpw.org). Any customer-proposed changes will only be effective when accepted in writing by the Utility.

# **CUSTOMER RELATIONS**

## APPLICATION FOR SERVICE

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Residential customers may obtain MP&W services by visiting the MP&W Business Office at 3205 Cedar Street, by calling 563-263-2631, or by visiting [www.mpw.org](http://www.mpw.org). Commercial and Hospitality customers may obtain service by contacting the MP&W Business Office.

In order for the application to be complete, the applicant must provide:

- Full name of account holder, first and last name of other occupants
- Personally identifying information to verify identity
- Phone number(s)
- Previous address(es)
- Employer and employer telephone number
- Name, address, and telephone number of an Emergency Contact
- Collection of other customer information as required

The application process shall include:

- Payment of past due bills owed the Utility.
- Determination and collection of deposit, if applicable.
- Applicant's voluntary designation of a person or agency to receive a copy of any notice to disconnect service due to the applicant's nonpayment of a bill or deposit.
- An opportunity to enter into Budget Billing. This application may require other needed information.
- An opportunity to sign up for Automatic Payment. This application may require other needed information.
- Information about online account access.

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

Premises receiving service must also comply with equipment provisions of the *Service* section of these Service Rules.

Communications Services are available to customers who are 18 years of age or older, or head of household.

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

## DEPOSITS

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A deposit is intended to guarantee partial payment of bills for utility services. A deposit may be required prior to approval of the service application. 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 12 days' written notice to the customer.

### ***Credit Criteria for Initial Service Deposits***

A deposit may be required of an applicant if any of the following criteria exists:

- Past payment history with MP&W is unsatisfactory.

- Applicant has no credit or unsatisfactory credit with another utility provider.
- New service is for a different service tier than that for which the payment history was established.

### ***Initial Service Deposits***

An initial service deposit may be required for services from applicants who meet the credit criteria above. The amount of an initial service deposit will not exceed up to 2 monthly bills for service during the previous 12 months.

### ***Credit Criteria for New or Additional Deposits***

A 12-day written notice will be sent to a customer who is required to provide a new or additional deposit, if the initial service deposit has been refunded or is found to be inadequate. The amount of a new or additional deposit will not exceed up to 2 monthly bills for service during the previous 12 months and equipment replacement cost.

A new or additional deposit may be required from customers who meet any of the following criteria:

- Customer has made two late payments, or received two Non-Sufficient Funds (NSF) check or Automated Clearing House (ACH) Reject notices, or a combination of any two, in the previous 12 months. If the customer has had service less than 12 months, the number of allowable notices will be prorated.
- Diversion of services or fraud.

### ***Receipt for Deposit***

Each deposit, replacement of deposit, or supplement of a deposit will be reflected on the bill for the account. The Utility shall keep the following records concerning the deposit:

- The name and address of each customer on behalf of whom the deposit was made.
- The amount and date of the deposit.
- Each transaction concerning the deposit.

A receipt may be obtained by filing a written claim at the MP&W Business Office and by providing adequate personal identification.

### ***Interest on Deposits***

The interest rate on deposits with the Utility is currently 0.38 percent, compounded annually. This rate shall be reviewed every January 1 and adjusted as needed based on the Utility's prior year short-term investment earnings rate. Interest accrues from the date of deposit to the date of refund or to the due date of any MP&W service bill to which the deposit is applied. The refund date is the date on which the refund is forwarded to the depositor's last known address.

### ***Deposit Refund***

#### **Refund for Prompt Payment**

A deposit may be refunded after 12 consecutive months of prompt payment, which includes 11 timely payments and one automatic forgiveness of late payment. The deposit will be refunded to the person who made the deposit. If a customer is not eligible to have their deposit refunded after 12 months, their account will be re-reviewed every 12 months to determine refund eligibility.

If it is necessary to collect a new or additional deposit as per the *Credit Criteria for New or Additional Deposits*, the deposit will be retained until the final billing for the account.

#### **Refund for Termination of Service**

Upon termination of service, the deposit plus accrued interest (if any), less any unpaid bill for services, shall be reimbursed to the person who made the deposit.

#### ***Unclaimed Deposits and Overpayments***

A record of each unclaimed deposit or overpayment will be maintained for a period of 2 years from the date service is terminated. During that time, MP&W shall make a reasonable effort to return the funds. Deposits or overpayments remaining unclaimed 1 year after termination of service will be transferred to the State of Iowa in accordance with Chapter 556, Code of Iowa.

## **BILLING INFORMATION**

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Customers will be billed on a monthly basis and Communications Services will be included in the monthly utility statement that includes all other monthly billings from MP&W. Charges for services start when service is activated. The billing period will coincide with the period that other services, including electric and water, are provided during each billing month. MP&W will only provide specific billing information to the customer or their designee.

#### ***Billing Form***

MP&W may show the following information on the bill, or advise the customer (on the bill) that the information can be obtained by contacting MP&W:

- The account balance brought forward and amount of each charge for 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 20 days after the bill is rendered.
- The charges for any Communications Services incurred from the beginning through the end of the billing period.
- The date Communications Services charges were incurred.

#### ***Bill Payment Terms***

A bill is due and payable when rendered and is considered delinquent after 20 days from the time it is rendered. A bill is considered rendered by MP&W when deposited in the U.S. mail with postage prepaid or when sent electronically to an email account that a customer has provided to the Utility or when delivered by MP&W to the last known address of the party responsible for payment. A late payment charge of 1.5% of the unpaid balance will be assessed on past-due accounts. Each account will be granted 1 forgiveness of a late payment charge in each calendar year. Customer will be informed of the use of this one-time forgiveness on their next bill. MP&W reserves the right to restrict PPV/VOD access on accounts with payment delinquencies.

Customer can pay bills by mail, telephone, direct payment at the MP&W Business Office, direct deposit through a financial institution, or through MP&W's online bill payment system.

Failure to receive a properly rendered bill does not entitle the customer to relief from late payment charges. In addition to this late payment charge, disconnection and reconnection charges may apply.



### ***Partial Payments***

Unless otherwise designated by the customer, partial payments will be applied to the various Utility products or services utilized by the customer in accordance with Utility practices. The late payment charge shall apply only to the bill amount outstanding after the due date.

### ***Returned Checks and ACH Rejects***

A service charge is assessed to any customer whose check is returned unpaid or ACH payment is rejected by the financial institution on which it is drawn. The service charge shall be in addition to the late payment charge if the check or ACH is not made good prior to the delinquent date of the bill. If one or more checks are dishonored or ACH payments rejected within a 6-month period, MP&W may require future payments by cash, cashier's check, or money order.

### ***Budget Billing***

MP&W offers Budget Billing to all residential customers. This plan is designed to limit the volatility of a customer's bill and maintain reasonable account balances. Budget Billing

- is offered to each eligible customer when the customer initially requests service;
- is available to existing eligible customers upon request anytime during the calendar year; and,
- may be cancelled at any time upon request of the customer.

The Budget Billing amount is calculated at the time of entry into the plan. It will be recalculated at least annually, but can also be recalculated monthly, quarterly, when requested by the customer, or whenever price, consumption, or a combination of factors results in a new estimate differing by 10 percent or more from that in use.

When the amount is recalculated, the account balance is divided by 12, and the resulting Budget Billing amount is adjusted.

Irrespective of the account balance, a delinquency in payment shall be subject to the same collection and disconnection procedures as other accounts, with the late payment charge applied to the Budget Billing amount. MP&W may terminate Budget Billing after 30 days of delinquency. Balances are addressed as follows:

- Any balance due shall be paid at the time of termination.
- If there is a credit balance, the customer shall be allowed the option of obtaining a refund (if over \$25) or applying the credit to future charges.

The Utility is not required to offer a new Budget Billing plan to a customer for 6 months after the customer has discontinued Budget Billing.

### ***Payment Agreements***

#### **Availability of a Payment Agreement**

A reasonable payment agreement may be offered to a customer in the following situations:

- Customer cannot pay a delinquent MP&W bill in full, or
- Customer has an outstanding debt to MP&W for residential service, and
- Customer is not in default of a payment agreement with MP&W.

**Reasonableness**

A payment agreement is determined to be reasonable by considering the following:

- Current household income
- Ability to pay
- Payment history (including prior defaults on similar agreements)
- Size of the bill
- Amount of time and reason why the bill is outstanding
- Any special circumstances creating extreme financial hardship

The Utility may require customers to confirm financial difficulty with an acknowledgment from the Iowa Department of Human Services or another agency.

***Types and Terms of Payment Agreements*****Payment Agreement**

An agreement may be offered as follows:

<b>Disconnection Length</b>	<b>Additional Conditions</b>	<b>Payment Agreement Terms</b>
Received disconnection notice, or have been disconnected	Not currently in default of a payment agreement	Payments may be spread evenly over 3 months. Payments are set for specific amounts to be paid at specific times.

**Payment Agreement Contents**

The agreement will include the following:

- Terms and agreements of the payment agreement.
- Provisions for paying the current amount due.
- The address and a toll-free or collect telephone number where a qualified representative can be reached.

The document will be considered rendered to the customer when addressed to the customer's last-known address and deposited in the U.S. mail with postage prepaid. If delivery is not by U.S. mail, the document shall be considered rendered to the customer when delivered to the last-known physical or email address of the person responsible for payment for the service.

Each customer entering into a payment agreement will be granted at least 1 late payment that is made 4 days or less beyond the due date for payment and the first payment agreement shall remain in effect.

**Entering into a Payment Agreement**

Agreements may be made over the phone or in person. In either instance, MP&W will provide to the customer (within 3 days of the agreement date) a written document reflecting the terms and conditions of the payment agreement.

- For agreements made in person, the customer will receive a signed copy of the agreement.
- For agreements made over the phone, the customer will receive a copy in the mail (or other delivery method).

Unless the customer notifies MP&W within 10 days from the date the document is rendered, the customer confirms acceptance of the terms of the agreement by making the first agreed-to payment.

#### **Refusal of Payment Agreement by MP&W**

A customer may propose a payment agreement to MP&W. If an agreement is not reached between MP&W and the customer, MP&W may refuse the offer orally, but the Utility must provide a written refusal to the customer (including the reason for the refusal) within 3 days of the oral notification. The written refusal shall be considered rendered to the customer when addressed to the customer's last-known address and deposited in the U.S. mail with postage prepaid. If delivery is by other than U.S. mail, the written refusal shall be considered rendered to the customer when handed to the customer or when delivered to the last-known address of the person responsible for the payment for the service.

#### ***Adjustment of Bills after Issuance***

Customers are responsible for reviewing their bills and reporting any discrepancies to MP&W within 30 days of the statement date. Bills may be adjusted for incorrect application of the rate schedule.

### **DISCONNECTIONS, DENIALS, AND RECONNECTIONS**

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Disconnections, denials of service, and reconnections for Communications Services are governed by these specific provisions, not the terms provided for other utility services provided by MP&W.

#### ***Termination of Service***

A customer may cancel service for any reason at any time by providing advance notice of 1 business day to MP&W. Any balance due will be refunded within 20 days, or upon return of MP&W-owned communications equipment, whichever is later. Subject to applicable law, MP&W may terminate service for non-payment.

Customers may not assign or transfer service without MP&W's written consent. The individual policies and practices in this document will continue and apply to the customer's rights and those of the Utility after the end of service.

#### ***Customer Initiated (Voluntary)***

##### **Temporary Disconnections and Reconnections**

Upon reasonable notice by a customer, MP&W may make temporary disconnections for the customer's convenience. The customer may be required to pay a charge for disconnection and for reconnection. The customer will be advised of the charges at the time of the request.

##### **Permanent Disconnections**

A customer requesting permanent disconnection shall provide a minimum 1 business day's notice to MP&W. With proper notification, no charges shall be made for permanent disconnections.

#### ***Utility Initiated (Involuntary – Not Due to Nonpayment)***

##### **Just Cause for Discontinuance or Denial**

MP&W reserves the right to refuse or discontinue 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. If a customer fails to comply with a rule of the Utility, a 12-day written notice will be given, allowing the customer time to comply with the Service Rules. A reconnection charge is posted to the account when the disconnection results from an act or omission on the part of the customer.

Reasons for refusal or disconnection without notice are:

- Existence of a hazardous condition, as determined by MP&W.
- Customer use of equipment in such a manner that will adversely affect MP&W's equipment or service to others.
- Tampering with MP&W-furnished or owned equipment.
- Unauthorized use or resale of the Utility's service.
- In the event of customer use that, in the sole judgment of the Utility, is harmful to MP&W, its Users, or any other Users of the Internet.
- In the event the User fails to use the service in a manner consistent with any and all applicable federal, state, and local laws, or certain violations of the MachLink<sup>®</sup> Acceptable Use Policy or these Service Rules.

Reasons for refusal or disconnection with notice are:

- Violation of or noncompliance with certain segments of these Service Rules, MP&W's MachLink<sup>®</sup> Acceptable Use Policy, and the MP&W Communications Service Agreement Terms & Conditions.
- Failure of a customer or prospective customer to fulfill his contractual obligations for service or facilities.
- Failure of a customer or prospective customer to permit the Utility safe and reasonable access to its equipment.
- Failure of a customer or prospective customer to furnish service equipment, permits, certifications, or rights-of-way specified by the Utility as a condition of receiving service.

#### **Disconnection and Reconnection Fee (Involuntary – Other Than Nonpayment)**

For any disconnection or reconnection pursuant to these Service Rules, the customer shall pay the current Utility applicable rates for labor, equipment, and materials.

#### ***Utility Initiated (Involuntary – Due to Nonpayment)***

MP&W reserves the right to refuse or disconnect service for nonpayment of the bill or deposit, subject to the provisions of these Service Rules.

MP&W may disconnect service after 24-hour notice (and without a 12-day written notice) for failure of Customer to comply with the terms of a payment agreement.

#### **Written Notice**

MP&W shall give a 12-day written notice to the customer and, where applicable, the person or agency designated by the customer to receive such notice, that service will be disconnected if the account is not settled. Notice shall include a collect telephone number where a representative qualified to provide additional information about the disconnection can be reached. Each Utility representative shall provide their first name to the caller and have immediate access to current, detailed information concerning the customer's account and previous contacts with MP&W.

**Avoiding Disconnection – Disputed Bill**

If the customer has received notice of disconnection (either 12-day or 24-hour) and has a dispute concerning a bill for Communications Utility service, the customer may dispute their bill by notifying MP&W of the reason for the dispute. The customer must pay the undisputed part of the bill. MP&W will not disconnect service for 45 days from the date the bill was mailed while the dispute is being resolved between the customer and MP&W.

***Disconnection*****Personal Contact**

When disconnecting service to a customer, MP&W shall make a diligent attempt to contact, by telephone or in person, the individual or agency responsible for paying the bill to inform the customer of the pending disconnection and available remedies.

If the attempt at customer contact fails, the premises will be posted with a notice informing the customer of the pending disconnection. The notice shall be posted at least 24 hours prior to disconnection. A posting charge is assessed to all accounts requiring a posting notice. The posting charge is reviewed periodically by the Utility and is adjusted as needed.

***Reconnection***

If a disconnected customer makes payment or other arrangements during the business hours of Monday – Friday, 8 AM - 3 PM, reasonable efforts will be made to reconnect the customer that day. Before reconnection, all bills must be paid or the customer shall make satisfactory payment arrangements.

**Reconnection Charge for Nonpayment**

For any reconnection of service pursuant to these Service Rules, there is a reconnection service charge during normal working hours.

Additional charges apply for reconnection of service outside normal working hours. Reconnection charges are reviewed periodically by the Utility and adjusted as needed.

**CHARGES FOR SERVICES**

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***Charged Services***

Customer will be billed for the cost of services not MP&W's responsibility, as follows:

- Service calls requesting the relocation of MP&W-owned facilities. The customer will be billed for the total cost of labor and materials. A deposit equal to the total estimated cost may be required in advance of any construction.
- Service calls requesting temporary relocation of cable lines or other MP&W facilities to accommodate movement of buildings or large equipment. The person responsible for the move shall be billed for the total cost of labor and materials. The Utility shall be given a minimum 24-hour advance notice and will be consulted regarding the route of the move. An advance deposit may be required to cover estimated costs.
- Service calls requesting installation or relocation of customer-owned facilities. Customer will be billed for the total cost of the service call.
- Service calls resulting from troubleshooting and repair of customer-owned equipment. Customer will be billed for the total cost of the service call.

### ***Non-charged Services***

The customer will not be billed for services or equipment for which MP&W is responsible. Customers will not be billed for a service call where the trouble is found to be on MP&W's equipment.

### ***Underground Facilities Locating***

The Utility will locate underground service facilities without charge. Customers should call Iowa One Call (811 or 1-800-292-8989) no less than 48 hours in advance of beginning work. Every effort to locate the underground facilities correctly will be made by MP&W, but the Utility cannot guarantee its location nor be held liable. MP&W will not locate private services as a practice, but will provide locates to customers as a courtesy, provided customer waives any responsibility or liability to the Utility for any damages incurred since the Utility cannot guarantee the accuracy of the locations.

## **CUSTOMER COMMUNICATIONS**

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### ***Utility Customer Representative***

A Utility representative charged with customer communication will give their first name to the customer, whether communication is in person or by telephone. The representative will 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.

### ***Telephone Procedure***

Telephone number 563-263-2631 is attended continuously 24 hours a day, 7 days a week for the handling of problems or complaints of an emergency nature. It is staffed during business hours Monday through Friday to handle routine business questions and other communications.

### ***Complaint Procedure***

Customers should contact a Utility Customer Representative to initiate a complaint. The complaint may be pursued with the appropriate Supervisor, Manager, Director, and the General Manager, in that order, if the customer is not satisfied with the initial handling of the complaint.

Complaints concerning the charges, practices, facilities, or services of the Utility will be investigated promptly, thoroughly, and courteously. MP&W keeps records of written complaints sufficient to enable review and analysis of its procedures and actions. Based on MP&W staff judgment, customers may be asked to submit complaints in writing. The complaint should include the following information:

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

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 the 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.

### ***FCC Complaints***

Unresolved complaints involving policies or actions of the Utility that are regulated by the FCC may also be filed with the FCC in accordance with applicable regulations. The complaint must reference the below community ID numbers:

- City of Muscatine: IA0936
- County of Muscatine (unincorporated): IA0935
- Fruitland: IA0938

## **CUSTOMER OBLIGATIONS**

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### ***Rights & Responsibilities***

#### **User Rights & Responsibilities, include but are not limited to:**

- User is responsible for backup of personal data stored on MP&W system(s). MachLink<sup>®</sup> provides temporary storage of User's emails. Users are responsible for the permanent storage of emails. Email set up and file storage specifications are available on the HelpDesk section of [www.mpw.org](http://www.mpw.org), or Users can contact the MP&W HelpDesk for assistance.
- Users are responsible for ensuring they have adequate security and virus protection on their computer systems, and for protecting the security of their own electronic mail or information transfers.
- User is responsible for the set-up and deletion of all DVR timers and recordings. MP&W is not able to restore any timers or recordings if lost.
- If User is dissatisfied with MachLink<sup>®</sup> or with any terms, conditions, rules, policies, guidelines or practices of MP&W in operating MachLink<sup>®</sup>, User's sole and exclusive remedy is to terminate and discontinue using MachLink<sup>®</sup>.

#### **MP&W Rights & Responsibilities include but are not limited to:**

- MP&W reserves the right to limit storage capacity on email accounts. To enforce these limits and maintain the operation of the systems for all customers, MP&W also reserves the right to delete email accounts which have not been accessed in 90 days.
- 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.
- MP&W reserves the right to delete customer's DVR timers and recordings after termination of MPW Digital TV service and the return of equipment.
- MP&W reserves the right, in its sole discretion, to delete User's personal files remaining on MachLink<sup>®</sup> after termination of the service.

## ***Use of the Utility's Facilities by Customers and Others***

### **Utility Facilities**

The customer or any third party shall not, without written consent from MP&W, use any of the poles, structures, or other Utility facilities for fastening thereto, support, or for any other purpose whatsoever. Nor shall a customer or a third party locate anything in such proximity to the Utility's facilities that will cause, or be likely to cause, interference with service or a dangerous condition in connection with unauthorized use of poles.

### **Non-liability of the Utility**

The Utility assumes no liability for unauthorized attachments, equipment, or appurtenances whether attached by individuals or companies. Upon becoming aware of such attachments, MP&W will remove them immediately. In the case Utility personnel become aware of illegally attached lines, equipment, or appurtenances that are of a hazardous nature to life, limb or property, such attachments will be removed immediately by the Utility without notification.

## ***Customer Liability for Damages or Alterations***

### **Customer Liability**

The customer is responsible for all damage to or loss of Utility property located on customer's premises unless the damage or loss is due to the negligence of the Utility or by any act or omission on the part of the Utility or its authorized representative.

### **Protection of Utility's Facilities on Customer's Premises**

All equipment installed by the Utility at its own expense is the Utility's facilities. Customers are responsible to protect the Utility's facilities on customer's premises and not interfere with or alter, or permit interference with or alteration of the Utility facilities except by duly authorized MP&W representatives.

## ***Customer Equipment***

### **Customer Equipment Standards**

Except for facilities defined in the *Services* section, the customer is responsible for all wiring and equipment on customer's premises. The installation and maintenance of customer facilities shall be consistent with applicable standards imposed by these divisions of the Service Rules dealing with special conditions of service, applicable engineering practices, and any other applicable statutory or administrative law.

### **Utility Not Liable**

No inspection or approval by the Utility of a customer's compliance with the *Services* section shall be construed to impose any duty or liability on the Utility, but shall be considered solely for ensuring protection of MP&W's property and for ensuring the continuity of service to MP&W customers.

## **ACCESS TO CUSTOMER PREMISES**

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Customer and owner authorize MP&W, or its designees, to:

- Enter their home, business, or upon their property, in the presence of the customer or their representative, during normal business hours or by appointment, to install, inspect, test, maintain, replace, remove, or otherwise deal with MP&W-supplied equipment and services



- Access the outside areas of the customer's property, at reasonable times even without the customer being present for these same purposes.

Customer acknowledges that emergencies and after hours call outs may necessitate access to premises beyond normal business hours.

Customer and owner also grant to MP&W, without charge, right-of-way over and on the premises on which MP&W-owned equipment and structures are located.

Customer authorizes MP&W, or its designees, to make connections and perform other tasks that are necessary or desirable to enable MP&W to provide service, including connecting and making necessary attachments to inside wiring.

If the customer is renting the premises, it is the customer's responsibility to obtain the property owner's consent to perform the requested work.

# **ACCEPTABLE USE POLICY**

## INTRODUCTION

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All MachLink<sup>®</sup> Internet service Users are responsible for adhering to this Acceptable Use Policy (AUP).

As part of the Service Rules, this Acceptable Use Policy is subject to change from time to time and is intended to ensure safe installation of facilities, long life of infrastructure, and that all customers are treated fairly. By accepting Utility services, customers agree to be bound by these Service Rules, the Acceptable Use Policy, the Service Agreement Terms & Conditions, and applicable Utility policies and procedures.

### ***Grounds for Termination of Service***

In accordance with MP&W's Service Rules, MP&W may suspend or terminate MachLink<sup>®</sup> service to the customer without notice upon any use of the customer's MachLink<sup>®</sup> 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, the MachLink<sup>®</sup> Acceptable Use Policy, and/or the MP&W Communications Service Agreement Terms & Conditions.

## USER RESPONSIBILITIES

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### ***Password Protection***

MachLink<sup>®</sup> email accounts are password protected. The User is responsible for safeguarding the account password(s). MP&W will suspend access or change access to the customer's account(s) within a reasonable time upon written request from the customer. If MP&W believes an account has been compromised, the account may be suspended until the issue is resolved.

### ***Customer Responsible for All Users***

Customers are responsible for the activities of any Users of the customer's account(s). A violation of this AUP or the Service Rules by a customer or any User of that customer's account is the responsibility of the customer, whether or not the activity is conducted with the knowledge or consent of the customer.

### ***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<sup>®</sup>.

### ***External Fees and Charges***

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

### ***Data/Systems Security and Privacy***

Users are responsible for ensuring they have adequate security and virus protection on their computer systems, and for protecting the security of their own electronic mail or information transfers. Users must use caution when conducting business or exchanging personal or financial information via electronic mail. Users are responsible for protecting their own passwords and access data.

MP&W is not responsible for the protection or privacy of electronic mail and information transferred to and from Users, including but not limited to personal and financial information. MP&W is not responsible for ensuring that data sent or received by Users will not be subject to unauthorized access by others, and cannot guarantee that Users' computer(s) and computer networks are not subject to unauthorized access by others through the Internet. Furthermore, MP&W is not responsible for ensuring that Users' computer(s) and computer networks will not 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. For more information, see *Limited Warranty & Limitations of Liability* in the Service Rules.

While MP&W will not monitor or intentionally disclose any electronic mail message unless required by law, a customer may grant MP&W access to an 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 the scope necessary to render the requested assistance.

MP&W has no obligation to monitor the MachLink® service. However, the User agrees that MP&W reserves 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 Users; and in certain emergency situations.

### **Software**

The Software provided by MP&W to access MachLink® are all copyrighted works and are exclusively licensed to MP&W. Customers are granted a non-exclusive, limited license to use the Software only in conjunction with accessing MachLink® from authorized locations. Customers do not own the Software or the rights therein.

### **Electronic Mail Stored on MachLink® Servers**

Users should regularly download their electronic mail files to a hard drive. MP&W does not guarantee that the electronic mail left on the MachLink® servers will be stored and backed-up. To set up electronic mail and review file storage specifications, Users should refer to the HelpDesk section of [www.mpw.org](http://www.mpw.org) or contact the MP&W HelpDesk.

## **PROHIBITED ACTIONS**

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Users agree not to use MachLink® for any of the following prohibited activities:

- Any illegal purpose.
- To operate as an Internet Service Provider (ISP) or to operate any other business enterprise in competition with MachLink®, without express written permission from MP&W.
- To redistribute service for a fee or for free using wired or wireless technology unless written authorization is received from MP&W.
- To achieve, attempt to achieve, engage in activities, or possess tools designed to assist in achieving or helping others achieve unauthorized access to any data, computer, computer system, or network.
- To monitor, attempt to monitor, or 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 Users to access to the Internet.
- To interfere with computer networking or Communications 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 misappropriate funds, property, or data of others.
- To violate, attempt to violate, or assist in a violation of any copyright, trademark, or proprietary right protected by regulation or law.
- To conduct or participate in illegal gambling or lotteries.
- To directly or indirectly host, access, download, store, post, disseminate, transmit, or retransmit offensive or seditious materials, including without limitation, threatening, harassing, malicious, racist, defamatory, libelous, treasonous, excessively violent, obscene, pornographic, indecent, or hateful materials constituting or encouraging others to violate any regulation, law or rule.
- To falsify references to MP&W, MachLink<sup>®</sup>, or any of its services, by name or other identifier, in any email.
- 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 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<sup>®</sup>.
- To send email in violation of the "spam laws" of the State of Iowa (Iowa Code §716A) 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.

## **PERSONAL WEB SPACE (PWS) USE**

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- MachLink<sup>®</sup> 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-viewed web pages.

- MachLink® PWS Users may have streaming video or audio; however, streaming must be done on the client side of the connection.
- MachLink® PWS Users may post CGI programming as long as the scripts receive prior approval from the network administrator. For approval, contact the HelpDesk ([helpdesk@machlink.com](mailto:helpdesk@machlink.com)) or 563-263-2631.

## OTHER USE RESTRICTIONS

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Residential service is strictly for residential use. Using residential MachLink® 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 impair the operation of the system.

## NETWORK MANAGEMENT PRACTICES

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Every User must comply with the published bandwidth usage, data storage, and other limitations on the MachLink® and/or MachLink® WiMAX service that are in effect and revised from time to time. MP&W may, at its sole discretion,

- require users who are exceeding the published usage limits to modify usage behaviors or take other actions necessary to operate within the published usage limits;
- reserve the right to migrate users failing to comply to a higher level of service, if applicable;
- charge customers for service calls that are determined to be caused by the above;
- take other actions necessary to preserve or optimize system functionality for the benefit of MachLink® and/or MachLink® WiMAX Users.

MP&W may utilize reasonable network management practices. While MP&W tries to use methods that are minimally intrusive, its network management practices will change and evolve with the use of the Internet and developing technology. Some of the current network management practices used by MP&W may include:

- Identifying spam and preventing its delivery to User's electronic mail accounts.
- Detecting malicious Internet traffic and preventing the distribution of viruses and other harmful code or content.
- Implement fair usage measures to alleviate congestion; and other methods, techniques or tools as MP&W may deem necessary to meet the goal of delivering quality Internet service to all MachLink® customers.

### ***Indemnification for Misuse by Customer***

User will indemnify, defend, and hold harmless MP&W, its affiliates, agents, and employees from any and all claims, losses, or lawsuits resulting from the use of MachLink® service in violation of the Service Rules, this AUP, the Service Agreement Terms & Conditions, or any ordinance, regulation or law, 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.